

Supplier Charter

All contractors, consultants and suppliers of goods and services (each a “Supplier”) to the Caledonia group (which includes any direct or indirect subsidiary of Caledonia Mining Corporation Plc, each being referred to herein as “Caledonia”) are expected to abide by the highest ethical standards.

By providing a quotation or having a quotation accepted, accepting a purchase order or similar and / or entering into a contract with Caledonia (each being a “contract” hereunder), the below terms and conditions are hereby incorporated into such contract. A Supplier hereby:

1. undertakes that it has and it has procured that its employees, sub-contractors and relevant personnel have read, understood and will abide by the Code of Business Conduct, Ethics and Anti-Bribery Policy, a copy of which can be found [here](#) and will sign and procure the signing of a certificate to that effect if requested to do so by Caledonia;
2. undertakes that it shall and shall procure that persons associated with it in connection with their contract with Caledonia shall:
 - (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010 (“Bribery Act”), Corruption of Foreign Public Officials Act S.C. 1998, c.34 (“CFPOA”) and the US Foreign Corrupt Practices Act 1977 (“FCPA”) and any other applicable anti-bribery laws worldwide (“Anti-Bribery Laws”);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
 - (c) not engage in any activity, practice or conduct which would constitute an offence under the CFPOA and the FCPA;
 - (d) have in place throughout the term of their contract with Caledonia policies and procedures, including but not limited to adequate procedures under the Bribery Act, the CFPOA and the FCPA to ensure compliance with Anti-Bribery Laws and enforce them appropriately;
 - (e) comply with all applicable laws, statutes, regulations and codes relating to tax in all jurisdictions (“Tax Laws”) and not take or omit to take any steps which could lead to a liability for any party under section 45 or 46 of the UK Criminal Finances Act 2017;
 - (f) have in place throughout the term of the contract policies and procedures to prevent tax evasion;
 - (g) not pay facilitation payments;

- (h) require any sub-contractors not to pay or receive bribes, including facilitation payments, in connection with the contract and to comply with (c), (d), (e) and (f) above;
 - (i) promptly report to Caledonia any request or demand for any bribe/undue financial or other advantage of any kind received by it in connection with the performance of the contract and any failure by it to comply with Anti-Bribery Laws in connection with the contract;
- 3. warrants and represents that:
 - (a) neither it nor any persons associated with it in connection with the contract have been investigated in connection with, convicted of, or pleaded guilty to, any charge involving bribery or corruption, fraud or dishonesty, tax evasion, theft or larceny, in any jurisdiction;
 - (b) it has not been listed by any government agency as being debarred, suspended, proposed for suspension or debarment or otherwise ineligible for participation in government procurement programs or other government contracts;
- 4. undertakes that it shall:
 - (a) keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by it in connection with the contract and the policies and procedures it has adhered to to comply with Anti-Bribery Laws and Tax Laws;
 - (b) permit Caledonia and its third-party representatives, on reasonable notice during normal business hours, but without notice in the case of any reasonably suspected breach of the above sub-clauses, to access and take copies of its records and any other information held at its premises and to meet with its personnel to audit its compliance with its obligations under such sub-clauses. Such audit rights shall continue for three years after termination of the contract. The parties shall give all necessary assistance to the conduct of such audits during the term of the contract and for a period of three years after termination of the contract;
- 5. confirms that it has and it has procured that its employees, sub-contractors and relevant personnel have read, understood and will abide by the Disclosure Policy, a copy of which can be found [here](#), and will sign and procure the signing of a certificate to that effect if requested to do so by Caledonia. The Supplier will be liable for any breach of the Disclosure Policy by it or by any persons associated with it in connection with the contract, particularly in relation to the obligation of confidentiality owed to Caledonia and its affiliates; and
- 6. confirms the accuracy, completeness, and lack of material omission of any information provided to Caledonia in response to any due diligence questions or any other requests for information about its business (noting that contracts above US\$300,000 in value are subject to enhanced due diligence procedures).