

Sopra Steria Group

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# SUPPLIER CODE OF CONDUCT

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JANUARY 2019

## INTRODUCTION

This Code of conduct should be applied to all contractual relationships, for the purposes of qualifying or listing suppliers, between the Sopra Steria Group (or one of its affiliated companies) and the Supplier (and/or any of the Supplier's affiliated companies concerned).

The Sopra Steria Group has a preference for long-term relationships and for establishing fully-fledged partnerships with its Suppliers. This Code of conduct sets out the commitments made by the Sopra Steria Group and its affiliated companies in relation to their suppliers, as well as the commitments expected of each supplier.

The Group expects its Suppliers to apply the principles that it itself applies to its relationships with its own clients. Before a relationship can be entered into or pursued with a supplier, they are required to sign up to this Code of conduct.

A **"Supplier"** is understood as referring to any natural or legal person who might supply goods and/or deliver a service. This might also be within the framework of a subcontracting relationship, irrespective of its type, on behalf of or for the Sopra Steria Group SA, or one of its affiliated companies. This Code of conduct applies to the Supplier itself, as well as to its subsidiaries, affiliated companies and parent companies involved in the activities performed within the framework of the commercial relationship entered into with Sopra Steria.

**"Affiliate"** is understood as referring to any entity or entities controlled by or which control, either directly or indirectly, as understood by applicable law, the Supplier. Any natural or legal person, who directly or indirectly owns a fraction of the capital conferring upon them a majority of voting rights in this company's general shareholders' meetings is considered a controlling party; or who only holds a majority of voting rights in this company as a result of an agreement entered into with other companies or shareholders, and which is not incompatible with the interests of that company; or who determines, by virtue of the voting rights that they hold, the decisions in the general shareholders' meetings of that company; or who is a partner or shareholder of that company and has the power to appoint or recall the majority of the members of that company's board of directors, management or supervisory bodies; or who holds, either directly or indirectly, more than 40% of the voting rights and no other partner or shareholder holds, either directly or indirectly, a greater percentage than they do. It is specified that two or several people acting together are considered to have joint control over another when they determine the outcomes of decisions taken at general shareholders' meetings.

## SOPRA STERIA'S COMMITMENTS

### Partnership policy

Sopra Steria prefers to enter into long-term partnerships with its Suppliers and looks to ensure that it works to maintain these relationships for the future benefit of both organisations.

Sopra Steria is particularly vigilant when it comes to the risk of mutual dependency in the relationships that it has with its Suppliers.

### Equity and transparency

Sopra Steria encourages and promotes fair competition between suppliers.

Sopra Steria ensures that suppliers are selected in accordance with transparent and fair procedures. In particular, this may involve competitive calls for tender based on objective criteria.

### Confidentiality

In its business interactions with its Suppliers, Sopra Steria undertakes to protect data and items shared with it that are not available in the public domain (this includes intellectual property).

### Payment terms

Sopra Steria undertakes to honour payment terms negotiated within an agreed framework, as per Sopra Steria's standard Terms & Conditions or in compliance with applicable regulations.

### Recourse to mediation

Sopra Steria has a preference for using mediation to amicably settle any disputes which may arise from the application of a contract.

# SUPPLIER'S COMMITMENTS

## ► Business ethics

The Supplier undertakes to adhere to all laws, regulations and standards that are applicable regarding business ethics.

### Tackling corruption and influence-peddling

The Supplier undertakes to adhere to all laws, regulations and international and national standards on preventing and tackling corruption and influence-peddling. As such, the Supplier:

- ◆ Must abstain from all forms of corruption and influence peddling;
- ◆ Must undertake to implement initiatives to prevent corruption risks;
- ◆ Must abstain from offering or accepting any valuable consideration (cash, goods and services, gifts, travel, entertainment, hospitality, promotion, etc.) in order to obtain or grant an unfair advantage;
- ◆ Must undertake to record all services delivered within the framework of the contract.

### Preventing and managing conflicts of interest

The Supplier undertakes to avoid conflicts of interest which may hinder the ability of its employees to behave objectively and impartially in the performance of their duties and responsibilities.

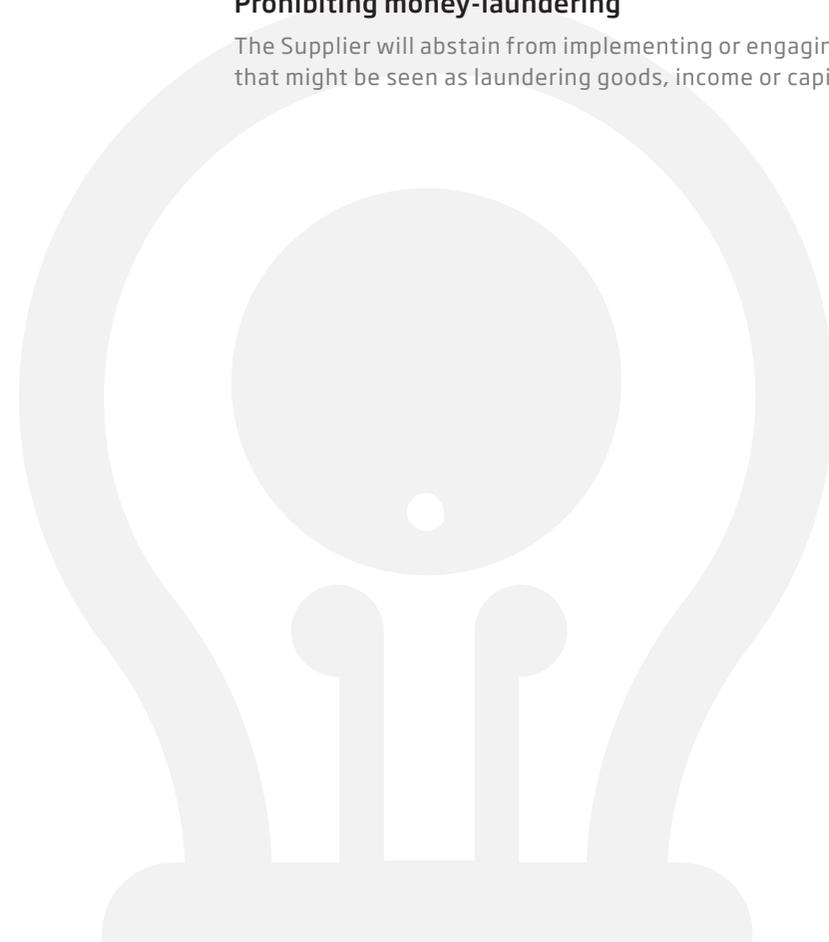
The Supplier undertakes to inform the Sopra Steria Group of any risk of a conflict of interest arising within the framework of the purchasing process, particularly in the event of there being a link between the Supplier and any other natural or legal persons involved in the purchasing process. For this purpose, a conflict of interest declaration form is included with this Code of conduct.

## Fair competition

The Supplier undertakes to adhere to all applicable laws, regulations and standards regarding anti-competitive behaviour, including - but not limited to - agreements over prices, cartels and abuses of monopoly positions.

### Prohibiting money-laundering

The Supplier will abstain from implementing or engaging in any practice that might be seen as laundering goods, income or capital.



## ► Respecting fundamental human rights and the environment

The Supplier undertakes to adhere to all internationally recognised legislation, regulations and standards on human rights, fundamental freedoms and respecting people and ensuring health and safety, particularly the “Universal Declaration of Human Rights” and the “International Labour Organisation’s Declaration”.

### **Diversity, equal opportunities and respect for people**

The Supplier undertakes to adhere to and encourage the principles of diversity and equal opportunities.

The Supplier must avoid all forms of discrimination, including - but not limited to - discrimination based on ethnic, social or cultural origin, gender, age, physical characteristics, disability, religion, sexual orientation, marital status or union membership.

The Supplier undertakes to maintain a working environment in which all employees are treated with dignity and respect.

### **Prohibition of forced labour**

The Supplier must not use any form of servile, forced or compulsory labour, or any form of slavery. The Supplier must not use child labour. The Supplier must comply with all applicable regulations in this area.

### **Respect for working conditions**

The Supplier must not use any form of clandestine or undeclared labour.

In its capacity as an employer, the Supplier undertakes to comply with its fiscal and social obligations, and to pay its employees in compliance with current legislation.

In particular, the Supplier undertakes to comply with social regulations pertaining to social dialogue and the right to trade-union representation.

The Supplier undertakes to provide its employees with a healthy working environment, and to adopt appropriate health and safety measures for personnel and third parties.

## **Data protection and security**

The Supplier undertakes to adhere to all data security and protection regulations.

## **Environmental protection**

The Supplier undertakes to:

- ◆ Reduce the environmental impacts of its site, products, services and activities, as well as contributing to targets for reducing associated greenhouse gas emissions;
- ◆ Prevent pollution resulting from its activities;
- ◆ Contribute to the low-carbon economy;
- ◆ Protect the planet’s natural resources and biodiversity;
- ◆ Control the risks associated with using chemical products and hazardous materials;
- ◆ Promote the circular economy, manage waste by reducing the amount generated to a minimum and recycle as much of it as possible.

## ► Adherence to regulations on economic sanctions

The Supplier undertakes to abstain from any activity which might contravene applicable national and international laws, regulations and standards on economic sanctions, including international trade controls, export controls, embargoes and other trade restrictions. This obligation remains in force throughout the duration of the contractual relationship and will factor in changes in applicable national and international legislation, regulations and standards.

## SUPPLIER'S ADHERENCE

The Supplier abides by this Code of conduct and undertakes to work in a way that is in compliance with the principles stated above. It undertakes to do this throughout the period during which the purchasing process is being qualified and for the duration of the contractual relationship.

The Supplier also undertakes to ensure that all of its employees are familiar with this Code of conduct and that they honour its commitments. This includes temporary employees, partners, suppliers and subcontractors.

The Supplier certifies that it is aware that failure to comply with the commitments set forth in this Code of conduct may result in the suspension or even early cancellation of all existing agreements with Sopra Steria with no liability, commercial or otherwise, to Sopra Steria. The Supplier undertakes to inform Sopra Steria quickly and in writing of any event or factors which may result in failure to comply with these commitments.

Name / Supplier's company name : \_\_\_\_\_

Last name and first name of the declaring party: \_\_\_\_\_

Position/job function/role at the Supplier Company: \_\_\_\_\_

Signed in \_\_\_\_\_, on \_\_\_\_\_

Signature :

\_\_\_\_\_

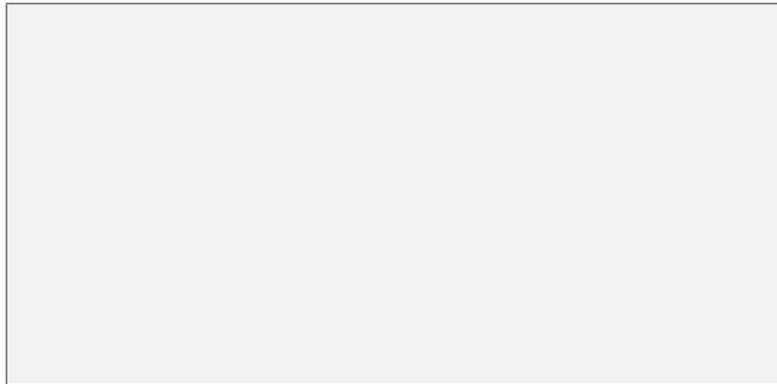
# CONFLICT-OF-INTEREST DECLARATION

In order to manage situations where there is a conflict of interest, the Supplier's representative declares in good faith that to his knowledge:

No employee nor corporate officer belonging to the Sopra Steria Group (or any of its affiliates) involved in the purchase process or likely to be able to influence the business relationship with the Supplier:

- a. is one of the Supplier's employees, corporate officers, shareholders or effective beneficiaries;
- b. has any business, commercial or financial relationships with the Supplier, either directly or via an intermediary, beyond the framework of their activities within the Group; or
- c. is directly related (for example: spouse, partner, immediate parent, child, sibling, etc.) to any person described under a) or b), above.

Except for the cases detailed below:



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The Supplier's representative acknowledges that any false statements, or failure to rectify a statement that has become incomplete, may result in termination of the business relationship between the Group and Supplier, and may lead to it and the Supplier being prosecuted by the Group.

Name / Supplier's company name: \_\_\_\_\_

Last name and first name of the declaring party: \_\_\_\_\_

Position/job function/role at the Supplier Company: \_\_\_\_\_

Signed in \_\_\_\_\_, on \_\_\_\_\_

*In two original copies*

Signature :

\_\_\_\_\_

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