



Supplier Code of Conduct

1. Introduction

The prosperity and development of a company are based mainly on the confidence that it inspires with the public, its customers, its shareholders, its business partners and its employees.

The main purpose of the Supplier Code of Conduct is to reinforce this climate of confidence and mutual respect while establishing principles usually dependent on common sense and practice.

Geodis is a global and multicultural group offering worldwide logistics and transportation services to its customers.

We are aware of the responsibility we bear towards our customers, employees, and the community in which we work, as well as toward our suppliers (including but not limited to subcontractor, agent, partner, representative) with whom we are doing business.

To help guide us in our business ventures, we have adopted a strict set of ethical values. As a result, we have created the Geodis Code of Ethics which is applicable to the entire Geodis Group. Geodis is also pro-active in training its staff in regards to good practices from an ethical, compliant, legal, quality, environmental and safety point of view.

Geodis has created this Supplier Code of Conduct which creates a baseline for doing business with a Geodis Group company. Therefore, we expect that all suppliers that do business with Geodis across the world adhere to the same ethical principles and guidelines.

2. Law and Ethical Standards

The Supplier is expected to uphold the highest standards of integrity during business interactions. The Supplier shall comply with all legal requirements applicable to its business and shall abide to the principles of the United Nations Global Compact, the Geodis Code of Ethics, in accordance with national laws. This is especially applicable to:

2.1. Child labor:

The Supplier shall not employ children under no circumstances and shall not support child labor in any form. At no time shall the Supplier engage any child in any

occupation or employment which would prejudice his/her health, education, or interfere with his/her physical, mental or moral development.

2.2. Forced Labor and slavery:

The Supplier shall ensure that all work is voluntary. The Supplier shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor.

2.3. Compensation and Working hours:

The supplier shall comply with the respective national laws and regulations regarding working hours, wages and benefits.

2.4. Discrimination:

The supplier will not discriminate on the basis of race, religion, disability, age, sexual orientation or gender.

2.5. Human rights:

The supplier shall commit to a workforce free of harassment, corporal punishment or physical coercion. The supplier shall treat all personnel with dignity and respect.

3. Occupational Health and Safety

Geodis expects from its suppliers to strive to implement standards for Occupational Health & Safety at a high level. The supplier complies with applicable Occupational Health & Safety regulations. The supplier provides a working environment which is safe and in line with good Health practices to ensure its employees and third parties health and safety. The supplier shows a pro-active attitude in creating a positive work environment.

4. Bribery and Corruption

The Supplier shall comply with international anti-bribery standards as indicated in the OECD convention (Organization for Economic Co-operation and Development) and all applicable laws and regulations (the Foreign Corrupt Practices Act in the USA, the UK Bribery Act 2010, the French Penal Law, etc...). The Supplier shall also abide to the Geodis Code of Ethics which comprises specific guidelines on anti-corruption.

Geodis is committed to fighting corruption and complying with all international and national anti-corruption legislation. Geodis expects its employees and partners (suppliers, subcontractors, agents, etc.) to refrain from offering or receiving any kind of bribe.

No payment or any other form of bribe may be offered to public officials, politicians or political parties—either directly or indirectly—in an attempt to influence the behavior of any country's administration. Facilitation payments are also forbidden.

As a consequence, the Supplier shall not, directly or indirectly:

- a) Offer, request, make, promise, approve or authorize payment of money, gift, benefit, favor or any other undue advantage (discounts, excessive hospitality, etc...) to i) Geodis employees and/or representatives or to ii) any public or governmental official or to iii) any other third party (political party, consultant, agent, representative, etc...) in an attempt to influence their behavior or make them act inconsistently with their duties and the rights of others;
- b) Engage in any improper or illegal transactions.

The Supplier below further certifies that all persons expected to work on Geodis business have been trained on anti-corruption (such training must include the prohibition of improper payments to governmental officials, the extra-territorial reach of key legislations, the limitation of gifts, entertainment and hospitality as well as the definition and prohibition of facilitation payments).

5. Export Laws and Other Regulations

The Supplier shall comply with all applicable export laws and regulations adopted by the United Nations Security Council, the European Union, US and other numerous countries which impose controls and sanctions (or embargoes) against countries, entities, individuals and goods. We expect the Supplier to abide to these export controls and sanctions laws which give countries legal control notably over the shipment, disclosure of information, goods, services and transaction across national borders.

The Supplier shall also comply with all applicable regulations regarding Customs, transportation (including licenses notably for the transportation of hazardous material).

6. Security

The supplier shall maintain adequate security procedures to guard against the introduction of non-manifested cargo, and to handle properly hazardous item and any irregularity.

7. Business Continuity Planning and Emergency Planning

The supplier must be prepared to conduct business as usual in case of major disruptions (e.g. natural disasters, terrorism, software viruses, illness, pandemic infectious diseases).

With respect to this requirement and as a result of all factors arising from regular operating practices, the supplier must ensure to act in accordance to disaster recovery plans, to protect both employees, third party staff, as well as the environment

8. The Environment

The supplier shall comply with all applicable environmental legislation and regulations. We encourage the supplier to comply with international standards as well as secure the implementation of an effective management system which identifies potential negative

environmental effects resulting from daily operations. We expect our supplier to co-operate and work closely with Geodis on improving the impact of our business on the supply chain. We encourage our suppliers to provide relevant data on climate protection (e.g. emission data) to help improve the quality of data used in the reporting of Geodis' Sustainability Performance. We also expect our suppliers to take relevant actions toward climate protection within their operations by setting specific protection goals for themselves.

9. Subcontractors

The Supplier should communicate the principles and guidelines as stated in this Supplier Code of Conduct to their subcontractors and other business partners who are involved in the logistics supply chain. The Supplier is encouraged to motivate their subcontractors to meet the same level of standards.

10. Disclosure of Information

Supplier is not allowed to disclose confidential information which is propriety of Geodis and that might have a negative impact on Geodis Group of companies' performance. In order to limit the risk, Geodis has the right to define an additional confidentiality agreement with the Supplier.

"Confidential Information" shall be regarded as any, or, all information in whatever form whether disclosed verbally or in writing, or, whether eye readable or machine readable, or in any other representation of the form including, but not limited to the form, materials and design of any relevant equipment in whole or in part including any associated methods of operation and applications thereof, processes, formulae, plans, strategies, data, designs, specifications, photographs, drawings, technical literature and any related material made available by the Discloser to the Recipient during the course of negotiations before or after this agreement comes into effect.

11. Compliance with the Supplier Code of Conduct

The Supplier shall comply with all the principles contained in this Geodis Supplier Code of Conduct. Upon reasonable notice, Geodis deserves the right to check compliance with the requirements of the Supplier Code of Conduct. If Geodis becomes aware of any actions or conditions not in accordance with the Supplier Code of Conduct, Geodis can demand that corrective measures be taken. Geodis reserves the right to terminate any purchase or agreement with the Supplier if it does not comply with the Supplier Code of Conduct, without incurring any liability towards the Supplier.