



GEODIS

GEODIS BUSINESS PARTNER CODE OF CONDUCT

A better way to deliver

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INTRODUCTION

A better way to deliver.

That is the willingness and responsibility GEODIS is committed to. Not only do we ask our employees to comply with all applicable laws, internal policies and procedures but we also outline, in our Code of conduct the practices and behaviors we expect from them.

As a Business Partner¹, you also have an important role to play to enable us to develop a sustainable business. Your contribution to GEODIS economic performance' sustainability and competitiveness improvement is key: on top of a high-quality service level provision, GEODIS also expects from its stakeholders throughout the value chain that the service be performed in compliance with all applicable laws and regulations together with the highest standards of ethics, environmental safety and quality.

We count on you to support, embrace and enact the following standards mainly derived from the ten principles of the United Nations Global Compact initiative, the United Nations Guiding Principles on Business and Human Rights and the International Labour Organization.

1. GEODIS' EXPECTATIONS AS CONCERNS BUSINESS PARTNERS' COMMITMENTS

Human rights and fundamental freedoms

Forced labor and slavery

You do not engage in or tolerate forced labor within your company or in your subcontracting chain and ensure that all employment is voluntary.

Child labor

You prohibit child labor (the term "child" refers to any person employed under the age of 18 years old) within your company and in your subcontracting chain and you conduct age verification to comply with this prohibition.

Compensation and working hours

You comply with all applicable employment laws and regulations, including those related to minimum wages, overtime hours, piece rates, legally mandated benefits and other applicable compensation elements.

Non-discrimination

You promote an inclusive work environment and prohibit discrimination on any ground including but not limited to grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

Human rights, respect and dignity

You promote respect, dignity and make sure that you are not complicit in any human rights abuse.

You ensure a workforce free of corporal punishment, threats of violence or other forms of physical coercion or harassment.

You avoid causing or contributing to adverse human rights impacts through your activities and relationships.

Occupational hygiene, health and safety

You prevent any risk associated with hygiene, health and safety in accordance with applicable regulations. To that end, a management system exists for reporting and investigating any dangerous situations and achieving a safer working environment.

You undertake to make your best efforts to ensure that your own suppliers and contractors comply with the same principles.

Conflict of interests

You implement effective measures to prevent and manage potential conflict of interests in your organization and undertake to disclose to GEODIS in writing any actual or potential conflict of interest your Company or any of its personnel or representatives may have with GEODIS or any of its personnel or representatives.

Anti-corruption and influence peddling

¹ Business Partner refers to third parties including but not limited to suppliers, service providers, lessors, intermediaries, brokers

You comply with all applicable anti-corruption laws including but not limited to the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, the Sapin II law.

In particular, you understand and agree to comply with GEODIS' zero tolerance policy on bribery and corruption that strictly prohibits any form of:

- (i) bribe given directly or indirectly to or received from private companies or public companies or individuals (private individual or public official, e.g. any person working for a State or a public company)
- (ii) facilitation payment (i.e. small amounts of money to expedite administrative procedures or customary routines)

You train all persons expected to work on GEODIS business on anti-bribery and corruption.

You refrain from offering any gift to GEODIS employees and make sure you comply with GEODIS Gifts and Invitation policy for any Business entertainment or business meal.

Competition laws and regulations

You comply with all applicable competition laws and regulations including but not limited to U.S. antitrust laws and EU competition law. You agree in particular not to enter into agreements with competitors or others that would have as object or effect to hinder competition, by fixing prices, rigging bids, allocating markets or limiting sales. You agree not to exchange current, recent or future commercially sensitive information (including but not limited to pricing) with competitors.

Customs and export laws and regulations

You comply with all applicable export laws and regulations adopted by, including but not limited to, the United Nations Security Council, the European Union, the United Kingdom, the United States, Canada which impose controls and sanctions against countries, entities, individuals, and goods. You 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.

You also abide by all applicable regulations regarding customs.

Tax

You comply with all applicable tax and social obligations. Notably, you duly declare taxable results to the tax authorities in the territory where you carry out your activities and provide services on behalf of or for GEODIS and duly pay all corresponding taxes, duties, payroll charges and any other applicable charges and taxes.

Security

You maintain adequate security procedures and equipment to guard against the introduction of non-manifested cargo, and more generally to prevent any malicious act that might affect personnel or goods.

Data protection

You respect and guarantee each person's right to privacy and comply with the General Data Protection Regulation as well as all other equivalent data protection regulations in each country where we do business.

Cybersecurity

You undertake to make your best efforts to implement and maintain sufficient cybersecurity policies, skills, technologies, processes, procedures and controls, in order to: (i) protect the digital environments common to GEODIS and your Company against any digital threat (ii) detect as early as possible incidents that could impact the assets of GEODIS or its partners (iii) notify GEODIS within 24 hours of an incident involving GEODIS systems (iv) respond to incidents as soon as they are detected.

In the event of an incident, GEODIS reserves the right to suspend or degrade any interconnection and/or transfer of information with your Company during the investigation phase until receipt of official confirmation of the resolution of the incident.

Business continuity and emergency preparedness

You are prepared to conduct business as normally as possible, in case of major disruptions (e.g. natural disasters, software viruses, strikes, etc.) and have as such implemented business continuity plans and emergency plans to preserve your business relationship with GEODIS.

Protecting the environment

You comply with all laws and regulations relating to environmental protection and join GEODIS in our efforts to protect human health, natural resources and global environment, not only by complying with the law, but also by integrating sound environmental practices into your business decisions. You agree to prevent and manage in a responsible manner the environmental risks and impacts of your activities undertaken for GEODIS by taking any relevant initiative, particularly in terms of climate change mitigation and adaptation, circular economy practices, sustainable use and protection of water and marine resources, preservation and restoration of biodiversity and ecosystems and prevention of air, water and soil pollution.

You may be required to provide GEODIS with relevant data on environmental impacts, in which case we remain available to support you if necessary.

GEODIS aims to reduce its Green House Gas (GHG) emissions and respect the Paris agreement. We count on you to assist us in achieving this objective, in particular by providing the carbon footprint of the services/products you supply and by proposing

solutions that have a lesser impact or make it possible to reduce GEODIS' energy consumption and/or direct and indirect GHG emissions.

Local communities and inclusive economy

You respect the rights of local communities in particular those related to land use and access to water and natural resources.

You agree to reinforce (i) your support for economic and social development through local businesses of all sizes, in particular Very Small Enterprises (VSEs) and Small and Medium Enterprises (SMEs), and (ii) your collaboration with companies and structures promoting professional integration, in particular of people in social, health and economic vulnerable situation.

In support of the above, you are open to formalizing contractual commitments with GEODIS and other organizations engaged in responsible sourcing.

GEODIS invites you to proactively provide innovative offers that positively contribute to social and environmental progress.

2. BUSINESS PARTNER'S REPRESENTATIONS AND WARRANTIES TO GEODIS

You confirm that neither the corporate entity you represent, nor any of your affiliates, parent companies, ultimate parent, nor any of your executives, are under current criminal investigation or have been subject to any administrative or criminal enforcement actions in your home country or abroad in the last ten years, for improper conduct or unethical behavior or breach of duty or laws or violation of the principles stated in this Business Partner Code of Conduct.

3. OTHER CONTRACTUAL PROVISIONS

Subcontractors

Subcontracting by the Business Partner is strictly prohibited unless the subcontractor ("tier-two subcontractor") (i) is duly authorized in writing by GEODIS, and (ii) accepts to be bound by terms and obligations that are at least as stringent as those set forth in this Business Partner Code of Conduct. In such case, the Business Partner will be fully liable for every act or omission of its appointed tier two subcontractor, as if the Business Partner performed the services itself.

By way of exception, freight forwarders shall be considered as authorized to appoint a tier-two subcontractor, provided that the latter accepts to be bound by contractual provisions that are at least as stringent as those set forth herein.

In all cases, tier-three subcontractors (i.e., third parties appointed by tier-two subcontractors) are strictly prohibited.

Confidential information

You shall refrain from disclosing confidential or proprietary information of GEODIS.

"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.

Whistleblowing

Ethics and Compliance is key to GEODIS. Should you wish to disclose any non-compliance you witnessed in your interactions with or on behalf of GEODIS, you may reach out your point of contact at GEODIS or report any concern or non-compliance on the Geodis Ethics Alert System at <https://alert.geodis.com> or at ethics@geodis.com.

Compliance with GEODIS' Business Partner Code of Conduct

Any breach with GEODIS' Business Partner Code of Conduct is considered a material breach and may lead to the suspension or termination of the contract.

Should you become aware that (i) you will no longer be able to meet the commitments stated in §1 above, or that (ii) the representations and warranties stated in §2 above are no longer accurate and complete, you will promptly notify GEODIS and provide any additional clarification as requested by GEODIS.

If the information provided is not sufficient to clear GEODIS' concerns, GEODIS reserves the right to (i) demand that corrective measures be implemented and/or (ii) conduct an audit, and (iii) subsequently decide to suspend or terminate the contract with your Company for material breach.

Making sure that your Company complies with our Code of Conduct matters to us as much as it matters to our own customers.

Audit right

Irrespective of any suspected breach of the GEODIS' Business Partner Code of Conduct, GEODIS reserves the right to conduct an audit - or have an audit conducted by a third-party designated by GEODIS - as may be necessary throughout the term of the contract, upon reasonable notice and limited in scope to the services provided to or on behalf of GEODIS.

Depending on the outcome of the audit, GEODIS may (i) either request corrective measures to be implemented, or (ii) decide either to suspend or terminate the contract for material breach.

In case of conflict between the terms of the main agreement and those set out in the Business Partner Code of Conduct, the terms of the agreement shall prevail.

Certification

By signing below, I _____
name of the authorized legal representative title of the legal representative

hereby, represent and warrant on behalf of (name of the company)

that:

- (i) I agree to fully comply with the provisions of GEODIS Business Partner Code of Conduct, in all our dealings on behalf of GEODIS and/or its clients and in all the countries where my Company is providing services for or on behalf of GEODIS and/or GEODIS' clients,
- (ii) I am duly authorized to sign this document and bind the aforementioned company.

Signed and date