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RESPONSIBLE PURCHASING CHARTER



REVIEW

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1. PREAMBLE

Leading European player in the fields of ECM and CCM, the Amexio Group sets the approach to social responsibility as defined by the ISO 26000 standard at the very heart of its corporate strategy.

Therefore, the principles stated in this charter (hereafter referred to as the « Charter ») are the underlying elements of this approach and set the rules of conduct applicable within the Amexio Group.

Through this Charter, the Amexio Group is aiming to share its commitment with its Suppliers, who are key players on its way to success, and to make sure they play an active part in sustainable development.

This Charter details the commitments that Amexio Group expects from them in terms of ethics, fight against bribery, respect of human rights and employment standards, health and safety at work, and environmental protection.

The Charter is in line with the Code of Conduct applicable to all Amexio Group companies.

By subscribing to this Charter, the Supplier makes a commitment to do its best to respect and apply all the principles that are herewith mentioned, in accordance with the applicable legislative and contractual provisions, as well as to have its own suppliers act accordingly.

In this Charter, the word Supplier(s) refers to supplier(s), provider(s) and subcontractor(s) of the Amexio Group. The Supplier has to comply with the principles set out in the United Nations Universal Declaration of Human Rights, the Global Labour Standards as laid out by the International Labour Organisation (ILO), and the relevant laws and regulations.

The Supplier supports the 10 principles of the United Nations Global Compact, to which the Amexio Group fully subscribes. Amexio has been a member of the UN Global Compact since 2022.

This Charter is shared with all the Suppliers of the Amexio Group.

It can be found on the Amexio Group website: <https://www.amexio.fr/>

For any alert, the following generic email can be used: rse@amexio.fr . It preserves the anonymity of the issuer.

2. AMEXIO GROUP'S COMMITMENTS

Sustainable Development is at the heart of Amexio's considerations. The Group engages on multiple commitments: environmental, societal, human and economic. Through this Charter, Amexio Group commits itself to promoting all these principles throughout its sphere of influence and invites its Suppliers and partners to endorse this approach and conform to the provisions of the UN Global Compact.

Amexio Group's procurement commitments:

- Follow the Charter's policy and respect the procurement standard of practice and code of conduct;
- Develop long-term collaborative relations with Suppliers;
- Ensure fair treatment of Suppliers and neutrality of buyers;
- Respect confidentiality as far as commercial and technical information given by Suppliers are concerned;
- Promote customised information security for all;
- Ensure traceability and transparency throughout the purchasing process;
- Respect the contractual obligations signed, in particular payment terms;
- Favour ethical and sustainable purchases;
- Promote local economic development;
- When choosing a product, take into account its life cycle so as to minimise the environmental impact (manufacturing process, packaging and sales volume optimization, equipment recycling...);
- Respect the provisions of the Data Protection Act, of the current Regulation on Personal Data as well as any other relevant provision in terms of protection of privacy and personal data;

3. SUPPLIER'S COMMITMENTS

3.1. BUSINESS ETHICS

The Supplier is committed to the principles of all the laws, regulations and standards applicable in business ethics.

3.1.1 Fighting bribery and influence peddling

The Supplier commits to respect international and national laws, regulations and standards related to preventing and fighting bribery and influence peddling.

To this end, the Supplier:

- Refrains from any kind of bribery or influence peddling;
- Commits to implementing initiatives to prevent risks of corruption;
- Refrains from offering or accepting any kind of valuable consideration (cash, products and services, presents, travels, entertainment, hospitality, promotional offer, etc.) in exchange for obtaining or granting an undue advantage;
- Commits to record for accounting purposes all of the services and deliveries carried out under the terms of the contract with Amexio Group.

Generally speaking, the Supplier must act with due diligence in order to prevent and detect bribery in all trade agreements, including partnerships, associates, netting arrangements, as well as the recruitment of intermediaries such as agents or consultants.

3.1.2 Preventing and managing conflicts of interests

The Supplier is committed to avoiding conflicts of interests likely to hinder his employees' ability to behave objectively and impartially when performing their duties and responsibilities.

The Supplier undertakes to inform Amexio Group of any potential risk of conflict of interests in the procurement process, including in case of a link between the Supplier and any natural or legal person involved in the procurement process. In that respect, a copy of the conflict of interest statement is attached to this Charter.

3.1.3 Fair competition

The Supplier is committed to respecting all the laws, regulations and standards applicable in the field of anticompetitive behaviours, including, but not limited to, pricing agreements, cartels or abuse of a dominant position.

3.1.4 Banning money laundering

The Supplier refrains from implementing or taking part into any infringing practice of property, income or capital laundering.

3.2. RESPECTING FUNDAMENTAL HUMAN RIGHTS AND ENVIRONMENT LAW

The Supplier agrees to comply with all the internationally recognised laws, regulations and standards specific to human rights, fundamental freedoms, respect for the human person, health and security, in particular the « Universal Declaration of Human Rights » and the « International Labour Organisation (ILO) Declaration » on fundamental principles and rights at work and its follow-up.

3.2.1 Diversity, equal opportunities, respect for the individual and fighting harassment and gender-based violence.

The Supplier is committed to respecting and promoting the principles of diversity and equal opportunities.

The Supplier abstains from any kind of discrimination, including, but not limited to, those listed in article L. 1132.1 of the French Labour Code, among which discrimination on the basis of ethnic origin, social or cultural background, gender, age, physical appearance, handicap, religion, sexual orientation, marital status or trade-union membership against his employees, temps, and his subcontractors' employees.

To this end, the Supplier must:

- Prevent any discrimination based on considerations without any relation to skills;
- Define targets to help improve real equality in employment opportunities, recruitment, training courses, career development, compensation and working conditions;
- Adapt the workstation as soon as possible in order to retain employees in their jobs.

The Supplier agrees to maintain a work environment where all employees are treated with dignity and respect.

Lastly, the Supplier abstains from any verbal or physical threat, any verbal or physical abuse, and more generally any forms of psychological, sexual or gender-based harassment within the meaning of the provisions of articles L. 1152-1 et seq, L. 1153-1 et seq and L. 1142-2-1 et seq of the Labour Code in force the day when the Charter was issued.

3.2.2 Disability Policy

In accordance with the law, the Supplier abstains from employing a discriminating policy against people with disabilities.

In particular, the Supplier commits to adapting the workplace to the disability if need be.

The Supplier will provide Amexio Group with his own disability policy which is applicable to its company as well as its service providers.

3.2.3 Prohibition of Forced Labour

The Supplier abstains from using any kind of bonded, forced or compulsory labour, and any form of slavery.

The Supplier abstains from using child labour.

3.2.4 Prohibition of undeclared labour

The Supplier abstains from using any kind of illegal or undeclared labour.

To this end, it is the Supplier's responsibility to:

- Ensure that declarations of employment were made within the statutory deadlines;
- Check the validity of the work permit for foreign workers (outside of the EU) ;
- Make sure that employees attend pre-recruitment medical assessments or medical check-ups when returning to work after illness or accident.

It is reminded that the employee is free to choose his employer and that he can end his contract at any time, provided an advance notice is given.

3.2.5 Respecting working conditions

The Supplier has to set up a reliable information system regarding working hours management, payroll system and the compliance with regulatory obligations associated with returns to be made to social welfare institutions.

To this end, the Supplier must check that each employee complies with the working hours requirements applicable within Amexio Group.

With the same goal in mind, the Supplier must comply with all the regulations relating to wages, social benefits and working hours, especially those related to minimum wages, overtime pay, or any other aspect of compensation or maximum working time, and the legal daily and weekly rest, in compliance with the principles of the ILO.

3.2.6 Respecting disciplinary law

The Supplier is committed to respecting the employee's individual rights in each disciplinary procedure that may be taken against him.

3.2.7 Respecting the right to collective bargaining

The Supplier agrees to recognise the right to collective bargaining and provide the processes and means allowing the social partners to carry out their assignments. To this end, the Supplier must allow his employees to organize freely in trade unions and be represented by the unions of their choice in order to engage in collective bargaining.

The Supplier is therefore committed to promoting social dialogue in order to avoid conflicts and ensure ongoing services.

3.2.8 Managing jobs and skills

The Supplier will make sure to maintain the employability of each employee or sub-contractor. To this end, the Supplier will be responsible for organising appropriate trainings, taking care of each employee's problems or needs.

3.2.9 Protecting health and safety at work

As an employer, the Supplier agrees to comply with his tax and social security liabilities, to pay his employees in accordance with current legislation, to provide a healthy work environment and to take appropriate preventive measures for employees and third party health.

Indeed, the Supplier must implement a health and safety policy that aims to ensure a safe and healthy work environment for each employee, to maintain an environment in which human dignity is respected and to take all necessary measures to limit the occupational accidents likely to occur in the daily routine at work.

To this end, the Supplier must:

- Set up a strategy to prevent health and safety risks at work, in accordance with the Labour Law;
- Appoint a person in charge of health and safety at work who will make sure that safety instructions and the prevention plan are enforced by the Supplier's employees and his sub-contractors;
- Maintain the security and safety of individuals, ensure that the employees' work environment is secure in order to prevent work-related accidents and health issues;
- Assess the risks linked to the workstations, add the results of the risks assessment to the Group's official occupational risks evaluation;
- Organise medical check-ups (medical assessment after returning to work, return to work medical assessment...) for all the employees present on the premises (temps through an agency as well as temporary or permanent Group employees).

3.2.10 Data protection and security

The Supplier is committed to respecting all the regulations related to the protection and security of personal data.

3.2.11 Environmental protection

The Supplier is committed to:

- Reducing the environmental impact of its premises, products, services and activities, as well as contributing to meeting the reduction targets of the related greenhouse gas emissions;
- Preventing the pollution resulting from its operations;
- Contributing to a low-carbon economy;
- Protecting natural resources and biodiversity;
- Controlling risks related to the use of chemical products and hazardous materials;
- Encouraging circular economy, manage waste by reducing the volumes and maximizing the recycling;
- Respecting the regulations in terms of release in the air, water or soil of materials, emissions or substances likely to be harmful to humans and/or the environment;
- Encouraging the use of products more environmentally friendly.

3.3. RESPECTING REGULATIONS RELATED TO ECONOMIC SANCTIONS

The Supplier is committed to refrain from engaging in any activity likely to contravene international and national laws, regulations and standards applicable as regards economic sanctions, including international trade controls, exports controls, embargos and other trade restrictions.

This commitment is meant for the whole duration of the contract and will take into account changes to the international and national laws, regulations and standards applicable.

4. HOW SUPPLIERS SHOULD RESPECT THE CHARTER

Amexio Group follows up the global assessment of its suppliers as part of its Corporate Societal Responsibility policy.

Amexio Group reserves the right to carry out audits in order to ensure that the principles stated in this Charter have been respected. These audits can either be document audits or on-site audits carried out by the Group or delegated to a specialist consultancy.

The Supplier is committed to collaborating in audits and providing the required information. If the principles stated in this Charter are not respected, Amexio Group can, in some cases and in the context of a joint progress initiative, suggest appropriate accompanying measures to the Supplier.

Any non-compliance with terms of the Charter from the Supplier can lead to a penalty. It can also lead to the termination of agreed contractual commitments, within 15 business days after formal demand remained unsuccessful, and without prejudice of possible damages or interests that may be claimed by Amexio Group.

Likewise, if the Supplier abstains from implementing the aforementioned accompanying measures, this could be qualified as non-compliance with the Charter. The Supplier is fully responsible for all the consequences arising from the breach in the Charter by its own suppliers. Accordingly, the Supplier will be responsible for paying to Amexio Group all the costs related to the failure to comply with the provisions of the Charter.

5. SUPPLIER COMPLIANCE WITH THE RESPONSIBLE PURCHASING CHARTER

The Supplier subscribes to this Charter and is committed to working in strict conformity with the principles set out above, throughout the entire supplier selection process, the procurement process and the contractual relationship.

The Supplier also undertakes to promote the provisions of this Charter to all its employees and have them comply with it, including temporary Group employees, temps through agencies, partners, suppliers and subcontractors.

The Supplier is aware that a failure to comply with the provisions of this Charter can lead to the early termination of any existing agreement with Amexio Group. By subscribing to the provisions of this Charter, the Supplier agrees to be assessed by Amexio Group on the above-mentioned principles.

The Supplier is committed to quickly inform in writing Amexio Group of any event or item that could lead to the failure to comply with these commitments.

I, the undersigned (last and first name of the registrant):	
Acting as (position in the company):	
Representing (corporate name):	
Company registration number:	
Registered (head office address):	
City:	
Postcode:	
Country:	

Hereby confirm to have taken full cognizance of the « Responsible Purchasing Charter » applicable to the Suppliers of Amexio Group and agree to comply with all its provisions.

Date:

Signature:

6. CONFLICT OF INTEREST DECLARATION

For the purpose of/ In the interest of managing conflicts of interests, the Supplier representative declares that, in good faith and to the best of his knowledge:

No employee or corporate officer of Amexio Group, involved in the procurement process or who might affect the business relationship with the Supplier:

- Is an employee, CEO, shareholder or beneficial owner of the Supplier;
- Is engaged in a business, commercial or financial relationship with the Supplier, either directly or through a third party, other than in the normal course of his duties within Amexio Group;
- Is not closely related (i.e: spouse, partner, direct ascendant or descendant, sibling...) to a person mentioned in the above first two cases.

Except in those particular cases:

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The Supplier representative acknowledges that any false statement, or an incomplete statement not rectified, is likely to result in the termination of the business relationship between Amexio Group and the Supplier. Also, the Supplier representative and the Supplier could both be prosecuted by Amexio Group.

Name / Corporate name of the Supplier:	
Last name and first name of the registrant:	
Position held at the Supplier:	

Date:

Signature: