



# Sopra Steria Code of Conduct for Suppliers and Partners

January 2024

The world is how we shape it\*

sopra  steria

# 01

## Preamble

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This Code of conduct for Suppliers and Partners is intended to apply to any contractual, qualifying or listing relationship between Sopra Steria, and its suppliers and partners (and/or any relevant affiliate of the supplier or partner)<sup>1</sup>.

Sopra Steria favours the establishment of long-term relationships with its suppliers and partners. This Code of conduct for Suppliers and Partners sets out Sopra Steria's commitments to its suppliers and partners, as well as the commitments expected of them.

The establishment or continuation of collaboration with a supplier or partner requires that they adhere to this Code of conduct. By adhering to this Code of conduct, the supplier or partner accepts that it applies, from the date of its acceptance, to all contracts entered into with the supplier or partner and those in progress on that date.

<sup>1</sup>The "suppliers" are defined as any company or person who provides Sopra Steria with products or services, namely, without limitation, the following legal or natural persons: suppliers themselves, service providers, subcontractors, distributors, commercial intermediaries; The "partners" are defined, without limitation, as any company or person, group, local authority, organisation/school or entity with which Sopra Steria temporarily allies or associates to carry out a joint action in a business, an enterprise, a project or an event (partnerships can be commercial, industrial, or technological); And more generally any other party that may have a business relationship with Sopra Steria. This Code of conduct applies to the supplier or partner itself as well as to its "affiliated or related companies" (subsidiaries, sister companies and/or parent company) involved in the activities carried out under the relationship with Sopra Steria. The term "affiliate" should therefore be understood to mean any entity(ies) controlled by or which control, directly or indirectly within the meaning of the applicable law, the supplier or partner or is under its common control. Any person, natural or legal, who directly or indirectly holds a fraction of the capital conferring on him the majority of the voting rights in the general meetings of this company is considered as a controller; or who alone holds the majority of the voting rights in this company by virtue of an agreement concluded with other partners or shareholders and which is not contrary to the interests of the company; or who determines in fact, by the voting rights he has, the decisions in the general meetings of this company; or who is a partner or shareholder of this company and has the power to appoint or dismiss the majority of the members of the administrative, management or supervisory bodies of this company; or who has, directly or indirectly, a fraction of the voting rights greater than 40% and that no other partner or shareholder directly or indirectly holds a fraction greater than his. It is specified that two or more persons acting in concert are considered to jointly control another when they in fact determine the decisions taken at the general meeting.

# 02

## Commitments of Sopra Steria

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### **"Partnership" Policy**

Sopra Steria favours the establishment of a lasting relationship with its suppliers and partners and is attentive to its sustainability. Sopra Steria pays particular attention to the risk of mutual dependency in its relations with its suppliers and partners.

### **Fairness and transparency**

Sopra Steria encourages and promotes fair competition between suppliers and partners. Sopra Steria ensures that the selection of suppliers and partners is carried out according to transparent and fair procedures, for example through calls for tenders, requests for quotation or listings based on objective criteria for suppliers and partners.

### **Confidentiality and Intellectual Property**

In the context of commercial relations with its suppliers and partners, Sopra Steria undertakes to protect the confidentiality of the information and data transmitted to it and which are not publicly available, as well as the intellectual property rights owned by its suppliers and partners.

### **Payment deadlines**

Sopra Steria undertakes to respect the payment deadlines, previously negotiated and agreed upon, within a framework that complies with the applicable legislation/regulation.

### **Amicable procedure and recourse to the courts**

For any dispute or any potential claim which a contract concluded with a supplier or partner could give rise to (relating to its validity, its interpretation, its performance or non-performance, or its termination), Sopra Steria favours an attempt at amicable settlement between the parties, prior to any legal action, according to the following procedure: at the written request of one of the parties indicating the elements of the dispute, the parties (including at least one member of their respective General Management) will meet within thirty (30) days to seek an amicable solution to the resolution of their dispute. The parties will participate in this agreed conciliation process in good faith and in a spirit of fairness and cooperation. All information exchanged during this procedure will be considered confidential. In any case, in the absence of an amicable solution reached between the parties within sixty (60) days from the request of a party, any dispute or any claim will fall under the exclusive jurisdiction of the competent courts within the jurisdiction of the Court of Appeal of Paris (France), and this, notwithstanding plurality of defendants or warranty claim, even for emergency or conservatory procedures, in summary proceedings or by petition.

### **Alert mechanism**

Sopra Steria promotes a culture of trust, based on ethics, transparency and compliance, and encourages its suppliers and partners to share their concerns about situations or behaviours that go against the principles described in this Code of conduct by using dedicated email address: [ethics@soprasteria.com](mailto:ethics@soprasteria.com).

# 03

## Supplier or partner commitments

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### BUSINESS ETHICS

The supplier or partner undertakes to comply with all applicable laws, regulations and standards in terms of business ethics.

#### **The fight against corruption and influence peddling**

The supplier or partner undertakes to comply with international and national laws, regulations and standards relating to the prevention and fight against corruption and influence peddling. As such, the supplier or partner:

- Prohibits all forms of corruption and influence peddling;
- Undertakes to implement actions to prevent the risk of corruption;
- Refrains from offering or accepting any compensation of value (cash, goods and services, gifts, travel, entertainment, hospitality, etc.) with a view to obtain or grant an improper advantage;
- Undertakes to record in the accounts all the supplies/services provided under the contract;
- Undertakes to offer training for employees and/or provide information about internal guidelines on anti-corruption.

#### **Prevention and management of conflicts of interest**

The supplier or partner undertakes to avoid conflicts of interest that may hinder the ability of its employees to behave objectively and impartially in the exercise of their functions and responsibilities. The supplier or partner undertakes to inform Sopra Steria of any risk of conflict of interest in the context of its relations, in particular in the event of a link between the supplier or partner and all natural or legal persons involved in the selection and implementation phases. For this purpose, a Declaration of conflict of interest is attached to this Code of conduct.

#### **Fair competition**

The supplier or partner agrees to comply with all applicable laws, regulations and standards regarding anti-competitive behaviour, including but not limited to price fixing, cartels or abuse of dominant position.

#### **Prohibition of money laundering**

The supplier or partner is prohibited from implementing or participating in any practice constituting the laundering of goods, income or capital.

#### **Compliance with economic sanctions and export control regulations**

The supplier or partner agrees to refrain from any activity that would violate applicable international and national laws, regulations and standards relating to economic sanctions, including export controls, embargoes and other trade restrictions. This obligation extends throughout the duration of the contractual relationship with Sopra Steria and will take into account changes in applicable laws, regulations and international and national standards.

## RESPECT FOR FUNDAMENTAL HUMAN RIGHTS AND THE ENVIRONMENT

The supplier or partner undertakes to comply with all internationally recognised laws, regulations and standards relating to human rights, fundamental freedoms, respect for individuals, health and safety, in particular the "International Universal Declaration of Human Rights" and the "Declaration of the International Labour Organisation" (ILO).

### **Diversity, equal opportunity and respect for the individual**

The supplier or partner undertakes to respect and promote the principles of diversity, equal opportunity, and freedom of speech. The supplier or partner must refrain from, and have appropriate measures in place to prevent, any form of discrimination or harassment, including, but not limited to, discrimination based on ethnic, social or cultural origin, gender, age, physical characteristics, disability, religion, sexual orientation, marital status or trade union membership. The supplier or partner is committed to maintaining a work environment where all employees are treated with dignity and respect.

### **Prohibition of forced labour**

The supplier or partner is prohibited from using any form of servile, forced or compulsory labour, and any form of slavery. The supplier or partner is prohibited from using child labour. The supplier or partner must have a system in place to verify the ages of its employees.

### **Compliance with working conditions**

The supplier or partner is prohibited from using any form of clandestine or undeclared work. As an employer, the supplier or partner undertakes to comply with its tax and social obligations and to remunerate its employees in accordance with the laws/regulations in force, including compensation for overtime work, and at least minimum wage. The supplier or partner undertakes in particular to respect the rules relating to employee/management dialogue and trade union rights. The supplier or partner undertakes to provide its employees a healthy, sanitary, and safe working environment and to adopt appropriate preventive measures in terms of the health and safety for personnel and third parties. The supplier or partner undertakes to conduct physical health and safety inspections at their locations. The supplier or partner undertakes to ensure that all employees have a signed and legal employment contract in a language that the employees understand. If the supplier or partner employs migrant workers, the supplier or partner must have policies in place that directly or indirectly prohibit the charging of recruitment fees by the migrant workers.

### **Protection and security of personal data**

The supplier or partner undertakes to comply with all laws/regulations relating to the protection and security of personal data. The supplier or partner undertakes to ensure employees have control over their personal documents or free access to these if they are stored by the employer. Examples of personal documents are passport, employment contract, birth certificate, visa, etc.

### **Protection of the environment**

The supplier or partner undertakes to:

- \_\_\_ Reduce the environmental impact of its sites, products, services and activities, as well as contribute to the objectives of reducing the associated greenhouse gas emissions;
- \_\_\_ Prevent pollution from its activities;
- \_\_\_ Contribute to the low-carbon economy;
- \_\_\_ Preserve natural resources and biodiversity;
- \_\_\_ Control the risks associated with the use of chemicals and hazardous materials;
- \_\_\_ Promote the circular economy, manage waste by reducing it to a minimum and maximising its recycling.

### **Whistleblowing procedure**

The supplier or partner must have appropriate procedures in place for internal and external stakeholders to report conditions that are potentially in conflict with this Code of conduct, including corruption and influence-peddling, fraud, insider trading, competition law infringements, and violations of human rights and fundamental freedoms, health and safety measures, and commitments to protecting the environment.

# 04

## Adherence of the supplier or partner

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The supplier or partner adheres to this Code of conduct and undertakes to work in compliance with the principles set out above, throughout the duration of the qualification and selection process as well as the contractual relationship with Sopra Steria. The supplier or partner permits Sopra Steria to perform audits.

The supplier or partner also undertakes to make known and enforce the commitments of this Code of conduct by all of their managers, representatives, employees, agents, and their own suppliers and partners, regardless of their status.

The supplier or partner certifies that it is aware of the fact that non-compliance with the commitments of this Code of conduct may lead to the suspension, or even the early termination of any existing agreement/ contract with Sopra Steria. The supplier or partner undertakes to inform Sopra Steria quickly and in writing of any event or element that could lead to a failure to comply with these commitments.