

## Compliance Clauses for Suppliers

**In this Annex the term “Principal” shall be used for the local Ayvens entity (as the case may be), or in case for a tripartite agreement between the local Ayvens entity and a Supplier.**

### **1. Sanctions and Embargo**

**1.1.** “Sanctioned Person” means any person, whether or not having a legal personality:

**1.1.1.** listed on any list of designated persons in application of Sanctions;

**1.1.2.** located in, or organised under the laws of, any country or territory that is subject to comprehensive Sanctions;

**1.1.3.** directly or indirectly owned or controlled, as defined by the relevant Sanctions, by a person referred to in 1.1.1 or 1.1.2 above; or

**1.1.4.** which otherwise is, or will become with the expiry of any period of time, subject to Sanctions.

**1.2.** “Sanctions” means any economic or financial sanctions, trade embargoes or similar measures enacted by,

**1.2.1.** the United Nations;

**1.2.2.** the United States of America;

**1.2.3.** the European Union or any present or future member state thereof; and

**1.2.4.** the United Kingdom, or

**1.2.5.** any other relevant jurisdictions to the extent permitted by laws and regulations applicable to the performance of this Agreement.

**1.3.** Supplier represents that neither it, nor any of its affiliates nor, to the best of its knowledge, any of its directors, officers, and employees, or any of its subcontractors, agents or other intermediaries it has mandated for the purpose of executing the Agreement, is a Sanctioned Person.

**1.4.** Supplier represents and warrants (which representation and warranty shall be deemed to be repeated at all times until the termination of the Agreement) that it shall not provide any services or goods to, or

enter into any arrangement with respect to the services or goods with, any Sanctioned Person or in violation of Sanctions.

- 1.5.** Supplier shall, and shall procure that any subcontractor, agent or intermediaries it has mandated for the purpose of executing the Agreement will, promptly upon becoming aware of the same, provide the Principal with details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.
- 1.6.** Supplier shall implement and maintain appropriate rules and procedures designed to comply with Sanctions, representations and undertakings in this section.
- 1.7.** Supplier understands that Principal should not process any payment or transaction to the benefit of a Sanctioned Person or in a way that would result in a violation of Sanctions. As such, and regardless whether the Services have already been performed, Principal may immediately suspend any p
- 1.8.** ayment, promise to pay, or authorization of any payment (or giving anything of value) to the Supplier, should the Supplier be in breach of any Sanctions, representations or undertakings in this Section. Subject to applicable laws, regulations, and authorisations from competent authorities, Principal may process such payment to the benefit of the Supplier on a frozen account.
- 1.9.** Principal may immediately terminate the Agreement without indemnity if any subcontractors, agents or other intermediaries mandated by the Supplier for the performance of the Agreement is in breach of any Sanctions, representations or undertakings in this Section.

## **2. Anti Money Laundering and fight against terrorism financing**

- 2.1.** “Anti-Money Laundering Laws” means any applicable financial recordkeeping and reporting requirements, as well as any laws and regulations applicable to the Parties on the prevention of the use of the financial system for the purpose of money laundering and terrorism financing (AML-FT) and any related or similar rules or guidelines issued, administrated or enforced by a governmental or regulatory agency to which the Parties are subject including notably EU AML-FT regulation.
- 2.2.** Supplier hereby represents and warrants to Principal (which representations and warranties shall be deemed to be repeated at all times until the termination of the Agreement) that:
  - 2.2.1.** it has instituted, maintains and enforces processes, controls, tools, policies and procedures designed to promote and ensure compliance with Anti-Money Laundering Laws; and/or
  - 2.2.2.** its affiliates [as defined in the Agreement] and any of its directors, officers, employees, [subcontractors, agents and other intermediaries it has mandated for the purpose of performing the Agreement] and/or have not violated Anti-Money Laundering Laws; and/or
  - 2.2.3.** it has conducted its business in compliance with Anti-Money Laundering Laws.

- 2.3.** Supplier must keep record of the Know Your Supplier documents for a period of at least five (5) years from the termination of the Agreement.
- 2.4.** Supplier must transfer to Principal any relevant document, within 15 business days (Saturdays, Sundays and public holidays are not considered as business days) from the written request, that may be required to comply with its Know Your Supplier procedure and the Anti-Money Laundering Laws.

### **3. Fight against Corruption**

- 3.1.** "An act of corruption" refers to a *voluntary* act, committed directly or indirectly through any person such as an intermediary third party, of (i) giving, offering, promising, or (ii) asking for or accepting from, anyone (including a public official), for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a *deliberate* act of corruption, in all cases with the aim of inducing a person (including a public official) to carry out their duties in an improper or dishonest manner and/or to obtain an improper advantage.
- 3.2.** "Influence peddling" refers to the voluntary act of (i) giving, offering or promising to anyone (including a public official), or (ii) accepting from anyone (including a public official), directly or indirectly, any gift, donation, invitation, remuneration, or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favourable decision or undue advantage from a public official.
- 3.3.** The Supplier represents and guarantees to Principal that at all times throughout the term of the Agreement:
  - 3.3.1.** It is aware of and commits to comply with the laws and regulations relating to the fight against corruption and influence peddling applicable to the execution of the Agreement;
  - 3.3.2.** Neither the Supplier nor any agent or intermediary that it has appointed to execute the Agreement:
    - 3.3.2.1.** has committed an act of corruption or influence peddling;
    - 3.3.2.2.** is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting with or working with that body, due to proven or suspected acts of corruption or influence peddling;
  - 3.3.3.** It has put in place adequate rules and procedures, as provided for in the applicable regulations and/or as adapted for its size and activity, aimed at:
    - 3.3.3.1.1.** preventing any acts of corruption and influence peddling from being committed by itself, by controlled persons, and, where applicable, by the agents or other intermediaries it has appointed to execute the Agreement; and
    - 3.3.3.1.2.** ensuring that any evidence or suspicion of corruption or influence peddling is investigated and treated with due diligence.

3.3.3.2. Any act of corruption or influence peddling in connection with this Agreement shall be promptly reported to Principal, within the limits of the applicable law;

**3.3.4.** It will keep books, records and accounts in reasonable detail for the purposes of executing the Agreement, in such form and on such terms as are appropriate to its size and activity.

**3.4.** Supplier declares and guarantees that it is aware of Principal's Code of Conduct in relation to the fight against corruption and influence peddling.

**3.5.** Within the limits of the applicable law, and on the basis of reasonable grounds to suspect that an act of corruption or influence peddling has been committed when executing the Agreement, Principal may carry out, directly or indirectly, through an agent of its choice, during the term of the Agreement and subject to a 30-day notice period, an audit of the books, records, rules and procedures relating to the execution of the Agreement. Supplier undertakes to provide the necessary assistance in carrying out such an audit.

#### **4. Environment, Social, Governance & Sustainability**

**4.1.** Principal belongs to the Societe Générale Group which has implemented measures to detect risks and prevent serious violations with respect to Human Rights and fundamental freedoms, and the health and safety of persons and the environment, which result from its own and its contractors' activities.

**4.2.** Within this context, the Supplier undertakes to comply with the obligations herein.

**4.3.** Principal reserves the right to verify compliance with these obligations by the Supplier, including on by conducting audits on premises, under the conditions of its audit rights, as the case may be, pursuant to the Agreement.

**4.4.** The Code of conduct of Societe Générale is available on its website Ethics and governance- Société Générale (LINK: <https://www.societegenerale.com/en/responsability/ethics-and-governance>). As of the effective date of the Agreement, the Supplier represents and warrants that it has read the code and that it has implemented rules that are at least equivalent to those laid out in said code. Principal requires that employees, directors, representatives, agents, subcontractors and other third parties (if any) of the Supplier assigned to perform the services do not contravene its rules, for the whole term of the Agreement.

**4.5.** To meet its legal and statutory obligations and, in line with the Code of conduct, Principals Group wants to associate its Suppliers with implementation measures of vigilance. All the commitments made by Principal and the expectations of Principal from its suppliers relating to compliance with these rules as regards the Human Rights, working conditions, the environment and the fight against corruption are detailed in the Sustainable Procurement charter ("The Charter") available on its website (LINK: <https://www.ayvens.com/en-cp/sustainability/>).

**4.6.** The signing of the Agreement by the Supplier implies its compliance with terms at least equivalent to those of the Charter.

- 4.7.** For the entire term of the Agreement, Principal may conduct or arrange to be conducted – by giving ten (10) Working Days’ notice – audits with the aim of ensuring:
  - 4.7.1.** that the Supplier complies with the provisions of the Agreement;
  - 4.7.2.** the protection, in terms of integrity and confidentiality, of information processed and Personal Data.
- 4.8.** These audits will be conducted by Principal or by a third-party auditor of Principal’s choice that will not be a competitor of the Supplier.
- 4.9.** The Supplier undertakes to give Principal, or any company appointed by Principal and entrusted with this audit assignment, access to the information needed to complete their assignment.

## **5. (Early) Termination and/or Suspension**

- 5.1.** Principal may suspend and/or terminate the Agreement at any time, with immediate effect and without indemnity for the Supplier if
  - 5.1.1.** the Supplier becomes a Sanctioned Person or is in breach of its representations and undertakings under Article 1, or
  - 5.1.2.** the Supplier has committed a breach of its obligations under Article 2, or
  - 5.1.3.** Supplier’s representations and guarantees are no longer valid (whether or not such breach can be remedied), or
  - 5.1.4.** Supplier has committed an act of corruption or influence peddling, a breach of its obligations under the Agreement, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied).
- 5.2.** Should the Supplier be in breach of all or part of the Sustainability Commitments mentioned in the Article 4, Principal is entitled, with immediate effect, to terminate the Agreement if (i) it considers the breach to be non-remediable or (ii) if the breach is remediable but has not been remedied within a timeline defined by Principal.
- 5.3.** Principal is authorised to immediately suspend, without notice or compensation, any payment, promise to pay, or payment authorization (or gift of anything valuable) to Supplier, if Principal has reasonable grounds to suspect that Supplier or one of its agents, intermediaries or controlled persons has committed an act of corruption or influence peddling in connection with the performance of the Agreement. Reasonable grounds include, in particular, any information available in the public domain relating to the commission of acts of corruption or influence peddling.
- 5.4.** This suspension shall be maintained only for the time necessary to confirm or rule out such suspicions.