



# Supplier Code of Conduct

## 1. Introduction

GEODIS is a major player in the global world of logistics and transport, which operates in more than 120 countries. GEODIS has issued a Code of Conduct applicable to each of GEODIS' stakeholders - our employees, our organization and network, our shareholder, our business partners and civil society.

In line with GEODIS's Code of Ethics, GEODIS has issued this Supplier Code of Conduct to create minimum standards of ethical and responsible behaviors which must be met by all suppliers (including but not limited to subcontractors, agents, partners, representatives, service providers, vendors and suppliers) that do business with GEODIS across the world.

## 2. Compliance with laws and regulations

The Supplier is expected to uphold the highest standards of integrity during business interactions. The Supplier shall comply with all national laws, regulations and requirements applicable in the countries in which it operates and/or applicable to the services/operations it conducts/offers. GEODIS

## 3. Human rights and fundamental freedoms

GEODIS is committed to the United Nations Global Compact and makes it a rule to comply with and promote human rights and fundamental freedoms. The same commitment is expected from GEODIS Suppliers.

### 3.1. Child labor:

GEODIS expects that the Supplier will not use child labor. The term "child" refers to any person employed under the age of 18. In the case Supplier employs or intends to employ children under the age of 18, it must strictly comply with the law of the country as well as the rules of the International Labor Organization ILO Conventions. In such cases, Supplier will formally get the authorization of GEODIS. In no case, Supplier will employ children under the age of 14 to execute/produce services/products which are directly or indirectly intended for GEODIS. GEODIS supports the use of legitimate workplace apprenticeship programs which comply with all laws and regulations applicable to such apprenticeship programs.

### 3.2. Forced Labor and slavery

GEODIS expects that the Supplier will ensure forced or involuntary labor of any type (eg. slavery and human trafficking, forced, bonded, indentured or involuntary prison labor) is not taking place in any of its supply chains or in its business; employment is voluntary.

### 3.3. Compensation and Working hours:

GEODIS expects that the Supplier will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime hours, piece rates and other elements of compensation, and provide legally mandated benefits.

### **3.4. Discrimination:**

GEODIS expects that the Supplier will not discriminate in hiring and employment practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

### **3.5. Human rights, respect and dignity:**

GEODIS expects that the Supplier will ensure that there is no way for it to be complicit in human rights abuse (child labor, slavery, war, internal repression, terrorism, etc.), harming others or breaching one of the principles of the GEODIS Code of Ethics .The Supplier shall commit to a workforce free of corporal punishment, threats of violence or other forms of physical coercion or harassment. The supplier shall treat all personnel with dignity and respect.

## **4. Occupational Health and Safety**

GEODIS expects that the Supplier will provide its employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, Supplier must have and implement effective programs that encompass life safety, incident investigation, chemical safety, ergonomics, etc., and provide the same standard of health and safety in any housing that is provided for employees. Supplier should strive to implement management systems to meet these requirements

## **5. Bribery and Corruption**

GEODIS expects the Supplier to 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 and Loi Sapin II, 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, clients, 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 elected or appointed governmental official, employee, official, contractor, consultant or representative of a government or a state-owned own or controlled enterprises, including all employees of any national company, employee or person acting for or on behalf of a government official, political party, officer, employee or person acting for or on behalf of a political party or candidate for public office, person in the service of a government, including members of the military, police or civil service, employee or person acting for or on behalf of a public international organization, employees of Non-Governmental Organizations, or family members and relatives of any of the above.

- iii) or any other third party whether public or private (including but not limited to consultants, agents, representatives, GEODIS's clients, 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).

The Supplier represents that neither the corporate entity he represents, nor of its affiliates, parent or sister companies, nor any of its executives or employees, is under current criminal investigation or has been subject to any civil or criminal enforcement actions, at home or abroad, for improper conduct relating to bribery, corruption, or violation of the laws governing business corporate entities.

## **6. Export Laws and Other Regulations**

GEODIS expects that the Supplier to 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. GEODIS expects 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).

## **7. Security**

GEODIS expects that the Supplier will maintain adequate security procedures to guard against the introduction of non-manifested cargo, and to handle properly hazardous item and any irregularity.

GEODIS' clients entrust their goods to us for transport or storage and they may also ask GEODIS or GEODIS' Suppliers to work in their premises and utilize their equipment.

The Supplier has also a duty to protect and preserve all of goods and resources from any deterioration, theft, misuse or misappropriation.

## **8. Data and privacy**

GEODIS expects the Supplier to respect the individual and guarantees each person's right to privacy. It undertakes to treat personal or sensitive information as confidential and to administer it in compliance with the applicable laws in each country in which we do business.

The Supplier shall also treat any sensitive information as confidential (including but not limited to data pertaining to GEODIS documents, contracts and information, as well as technologies and software). It is strictly forbidden to divulge such information, or to use it for any purposes other than the services for which the Supplier has been hired.

## **9. Business Continuity Planning and Emergency Planning**

GEODIS expects the Supplier to be prepared to conduct business as usual in case of major disruptions (e.g. natural disasters, terrorism, software viruses, strikes, 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 GEODIS, employees, third party staff, as well as the environment.

## **10. The Environment**

GEODIS expects the Supplier to comply with all applicable environmental legislation and regulations. GEODIS encourages 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. GEODIS also expects the Supplier to take relevant actions toward climate protection within their operations by setting specific protection goals for themselves.

## **11. Subcontractors**

To the extent GEODIS permits the use of subcontractors, the Supplier should communicate the principles and guidelines as stated in this Supplier Code of Conduct to their own subcontractors and other business partners who are involved in the logistics supply chain for GEODIS. GEODIS expects that the Supplier sets equivalent and not less stringent terms with regards to ethics, values, duty to comply with applicable laws, principles and obligations with its subcontractors.

## **12. Disclosure of Information**

The Supplier is not allowed to disclose confidential or proprietary information of GEODIS and that might have a negative impact on GEODIS Group of companies' performance or reputation. 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.

## **13. Compliance with the GEODIS' Supplier Code of Conduct**

GEODIS expects that Supplier to comply with all the principles contained in this GEODIS' Supplier Code of Conduct. Upon reasonable notice, GEODIS is entitled to check compliance with the requirements of the Supplier Code of Conduct. If GEODIS becomes aware of any actions or conditions not complying 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 the Supplier does not comply with the Supplier Code of Conduct, without incurring any liability towards the Supplier.

#### **14. Statement of receipt and acknowledgement**

GEODIS expects from its Supplier to carefully read the content of the Supplier Code of Conduct and agree to comply with the statements, guidelines and rules as described in the Supplier Code of Conduct. The Supplier agrees that if at any time the representations, warranties and certifications herein are no longer accurate and complete, the Supplier will immediately notify GEODIS and provide a supplementary report detailing such change.