

SUPPLIER CHARTER

SOCIAL AND ENVIRONMENTAL RESPONSIBILITY, ANTI-CORRUPTION

Preamble:

This charter is intended to apply to any contractual relationship, qualification or referencing between the SNCF Group or one of the affiliated companies and the Supplier and any company affiliated with the supplier. Respect for the principles set out in this charter constitutes a key selection criterion by the SNCF Group

Definitions:

What is understood by

- Affiliate: (i) the entity or entities controlled by the supplier, (ii) the entity(ies) controlling the supplier, (iii) the entity(ies) which are controlled by the same entity(ies) as those which control the supplier.
- Supplier: any legal or natural entity who supplies merchandise and/or carries out a service of any nature for the account or benefit of SNCF.
- SNCF Group: the Public Rail Group and the subsidiaries of the Group's establishments. For the purposes of this article, an entity must be considered as controlling another in accordance with the definition given by article L. 233-3 of the French commercial code.

1. INTRODUCTION

The responsibility of the SNCF Group is expressed in the relations which it maintains with all participants be they customers, suppliers or associates.

2. SUBJECT

The signing of this charter by the suppliers of the SNCF Group is a key tool of the implementation of the corporate responsibility of the SNCF Group.

In this way, the Supplier adheres to this charter and undertakes to work in accordance with the principles set out hereunder.

3. DECLARATIONS AND GUARANTEES

3.1. ETHICS

The Supplier recognises having understood and adheres to the commitments of the SNCF Group in terms of ethics, professional deontology, compliance and sustainable development, as reproduced in the SNCF Group ethics guide and the recommendations of the SNCF Group Ethics Committee regarding the prevention of corruption, these documents being accessible on http://medias.sncf.com/sncfcom/pdf/ethique/Charte_Ethique_EN.pdf

3.2. RESPECT FOR INTERNATIONAL AND NATIONAL STANDARDS

The Supplier declares and guarantees to SNCF, their respect for international and national standards relating to:

- a) basic human rights, in particular the ban on the use of child labour, aged less than 15 years as well as any form of slave, forced or compulsory labour;
- b) embargoes, weapons trafficking, drugs trafficking and terrorism;
- c) commercial exchanges, import and export license and customs;
- d) health and safety of personnel and third parties;
- e) work, immigration and the ban on undeclared work;
- f) the protection of the environment;
- g) economic offences and in particular corruption, the illegal acquisition of interest, bribery, the misappropriation of public funds, the offence of favouritism, fraud, influence peddling (or an equivalent offence under applicable law) swindling, breach of trust, misuse of goods or of the credit of a trade company, counterfeiting, the forgery and use of forgeries and any related offences;
- h) the fight against money laundering;
- i) competition law;
- j) non-discrimination: lack of a distinction between the persons depending on their social or ethnic origins, sex, age, religious beliefs, disability...

If the legislation, or the local regulations impose more demanding ethical standards, these more demanding standards are applied. In the opposite case, the ethical standards contained herein apply.

3.3. RESPECT FOR SUPPLIER PERSONNEL

- The supplier shall refrain from using, in any form whatsoever, directly or indirectly, notably for the provision of services, persons aged under 15 years of age.
- In the event that the supplier employs or more generally uses, directly or indirectly, in any form whatsoever persons between the ages of 15 and 18 years of age, they must strictly comply with the law of the place of service provision as well as with international conventions which preside notably over apprenticeships and the duration of work for persons between the ages of 15 and 18 years of age.

3.4. DUTY TO PROVIDE INFORMATION AND TO ALERT

- The Supplier undertakes to systematically declare the civil, criminal or administrative convictions, of which they are aware, against their company representatives and employees, for less than five years from the moment they are a supplier of the SNCF Group, for crimes of corruption, money laundering and other financial offences as described in paragraph 3-2 (g). The information will be transmitted by the supplier by post or email to their procurement contact.
- The term convictions refers to any binding judicial decision or decision made by an administrative authority which convicts the Supplier, their employees and company representatives as well as any form of transaction leading to an admission of guilt or the commission of acts.
- The Supplier declares and guarantees that they and to their knowledge their employees and company representatives will not be the subject of investigations, proceedings or processes for failure to comply with the standards referred to in article 1 above and undertakes to inform the SNCF Group as soon as possible in the event that such investigations, proceedings or procedures take place, throughout their relationship with the SNCF Group.

3.5. AWARENESS

The supplier declares and guarantees their implementation of one or several actions to prevent risks of corruption (personnel training; recommendations for "sensitive" transactions related to gifts or trips for example; rise of ethical cases)

3.6. CONFLICTS OF INTEREST

The supplier undertakes to inform SNCF of any potential risk of conflict of interest of which they may be aware in the purchasing process, notably in the event of connection between the supplier and any natural or legal persons involved in the purchasing process.

4. SUPPLIER COMMITMENTS WITH REGARD TO THEIR SUB-CONTRACTORS AND SUPPLIERS

The Supplier undertakes to respect the standards listed in article 3.2 respect for standards above and is obligated to transmit these to their suppliers, sub-contractors, company representatives and agents, dealers and affiliates, this commitment to consequence is interpreted as a performance obligation.

5. ANTI-CORRUPTION COMMITMENT

Within the scope of the execution of all contracts which connect the supplier to the SNCF Group, the Supplier notably undertakes, both for themselves and for their employees and company representatives to not:

- a) pay, promise to pay or authorise payment, directly or indirectly, in any way, in the interest of the SNCF Group, any amount of money, including facilitation payments or offer, promise to offer or authorise the provision of anything of value to a natural or legal entity of public authority, responsible for a public service mission, or holding public office, being part of a political party, or a representative of a public international organisation with the goal of accomplishing or refraining from accomplishing their duties, their mission or their mandate or facilitated by their role, their mission or their mandate;
- b) pay, promise to pay or authorise the payment, directly or indirectly, in any way, in the interest of the SNCF Group, any amount of money, including facilitation payments or offer, promise to offer or authorise the provision of anything of value to a natural or legal entity undertaking an activity in the private sector with the aim of this person accomplishing or abstaining from accomplishing the duties of their activity or role or facilitate by their activity or role, in violation of these legal, contractual or professional obligations.
- c) the SNCF Group undertakes in the same way to not participate, knowingly, directly or indirectly in money laundering activities.

6. INFORMATION EXCHANGES

The Supplier and the SNCF Group undertake, within the scope of their reciprocal relationships, to mutually inform each other in writing and as soon as possible in the event where they are aware, of a company representative or an employee of the supplier or the SNCF Group who has a criminal conviction for acts of corruption, money laundering or other offences of a financial nature as described in article 3.2 g).

7. AUDITS AND INSPECTIONS

- The SNCF Group reserves the right to require that the Supplier report the proof that they comply and shall comply with the provisions of the article "declarations and guarantees" above.

- To this end, the SNCF Group may undertake or arrange audits of the Supplier in compliance with business confidentiality
- The Supplier undertakes to supply the SNCF Group and/or their board with any documents allowing the SNCF Group to exercise their inspection

8. FAILURE - TERMINATION

In the event of: - inaccuracy of declarations appearing in article 3 above or:
 - duly established violation of commitments subscribed to in articles "Respect for standards" and all articles from 4 to 7,

The Supplier and the SNCF Group shall work together in order to find ways to put an end to the failure, notably via the implementation by the Supplier of an action plan deemed acceptable by the SNCF Group and their advisors.

If within a maximum time frame of one month from the notification date by the SNCF Group to the Supplier of a failure on one of their contracts, no acceptable solution by the SNCF Group could be found, the non-defaulting party may invoke the termination of said contract as is their right at the Supplier's expense, under the terms and conditions provided for by the termination article of said contract.