



## **Code of conduct for suppliers, subcontractors, business partners and intermediaries of Master Grid**

### **I. Introduction and aim of the Code**

Aware of the major importance of ethics within companies and of their corporate social responsibility, Master Grid is committed to promoting several major principles and values related to human rights, the environment and the fight against bribery.

The commitment to these principles and values is also manifested by their promotion to all suppliers, subcontractors, business partners and intermediaries of Master Grid (hereinafter referred to as the "Supplier") and by a request for a commitment on their part in this subject through the respect of this Code of Conduct.

### **II. Scope of application**

This Code of Conduct for suppliers, subcontractors, business partners and intermediaries of Master Grid (hereinafter referred to as the "Code of Conduct") defines their liabilities towards third parties and the environment, as well as the essential principles that they must respect.

Master Grid reserves the right to change the principles of this Code of Conduct to the extent reasonably practicable in accordance with changes to its internal Compliance Program.

In such an event, Supplier agrees to respect any change reasonably made and therefore ensures that, during its relationship with Master Grid, Supplier's conduct is consistent with this Code of Conduct.

Therefore, Supplier agrees to adhere to this Code of Conduct and to promote and enforce it to its own suppliers, business partners and intermediaries and to ensure that it is properly complied with.

### **III. Fundamental rules to be respected**

Supplier declares to respect and comply with the following fundamental rules.

#### **1. Compliance with laws, regulations and conventions**

1.1 Supplier must always comply with the laws and regulations applicable to it. It also undertakes to comply with the contractual provisions agreed between Master Grid and the Supplier.

1.2 Supplier acknowledges that it complies with the laws and regulations of the countries in which it carries out its activities, including the labor laws of those countries.

## **2. Fight against money laundering and terrorist financing**

2.1 Supplier must comply with applicable laws and regulations regarding the prevention and the fight against money laundering and terrorist financing and must refrain from any conduct that may be intended to support these activities.

Supplier must take all necessary and appropriate measures to prevent its activities from being used as a vehicle for money laundering or terrorist financing.

2.2 Supplier must ensure that its own suppliers and business partners do not undertake any conduct or activity related to such financial offences.

## **3. Prohibition of engaging in bribery and influence peddling activities**

3.1 Supplier must fight against any form of bribery or influence peddling in its organization and must take appropriate measures to prevent such risks.

3.2 Supplier must never engage, directly or indirectly, in any act of bribery or influence peddling and must never grant, offer or promise any advantage, gift or invitation to a Master Grid employee, and more generally, to a public official or a person from the private sector, in order to influence an official action or decision or to obtain an undue advantage.

## **4. Fair competition, competition laws (anti-trust laws) and intellectual property rights**

4.1 Supplier must always act in accordance with national and international competition laws and not participate in price fixing, market or customer allocation, market sharing or tender's manipulation with competitors.

More broadly, Supplier must refrain from any practice that has the effect of hindering free competition.

4.2 Supplier must always respect the intellectual property rights of Master Grid as well as those of third parties.

## **5. Conflicts of interest**

Supplier must avoid any conflict of interest that could negatively influence business relationships.

## **6. Compliance with fundamental rights of employees**

6.1 Supplier must promote equal opportunities and treatment of its employees regardless of any discriminatory criteria such as, without this list being exhaustive, skin color, race, nationality, social origin, disability, sexual orientation, political or religious beliefs, gender or age.

6.2 Supplier must respect the principles of human dignity, privacy and the fundamental rights of each individual as recognized by international human rights instruments.

6.3 Supplier must refuse to employ any person against his/her will. More broadly, Supplier must fight against all forms of forced and compulsory labor or any form of modern slavery.

6.4 Supplier must not tolerate any unacceptable treatment of employees, such as mental cruelty, sexual, coercive, threatening, abusive or exploitative harassment.

6.5 Supplier must provide its employees with fair remuneration and must guarantee them a minimum income applicable under the national legislation in force.

6.6 Supplier must comply with the maximum hours of work imposed by the national legislation in force.

6.7 Supplier must recognize, in accordance with the national legislation in force, the right of free association of employees and the right of collective bargaining of workers and thus Supplier must not promote or discriminate any workers' organizations or trade unions.

## **7. Prohibition of child labor**

7.1 Child labor is strictly prohibited. The working age of underage workers is set by the national laws in force and/or by the international standards in this matter.

7.2 Supplier must take all necessary preventive measures to ensure that no employee is under the legal age.

7.3 Underage workers must not work at night or in dangerous conditions to their health, safety or morals.

## **8. Employees health and safety in the workplace**

8.1 Supplier is responsible for the health and safety of its employees in the workplace.

8.2 Supplier must control all risks and take all the most appropriate and reasonably foreseeable precautionary measures against any damage to the health and safety of employees, as well as against any occupational accident and work-related disease.

8.3 Supplier must ensure effective training of employees and guarantee that they are capable of dealing with health and safety problems in the workplace.

8.4 Supplier must implement or use an occupational health and safety management system in accordance with the ISO 45001 standard or equivalent.

## **9. Environmental protection**

9.1 Supplier must act in accordance with the applicable regulatory and international standards for environmental protection.

9.2 Supplier must assess the environmental impacts related to its activity, especially energy consumption, greenhouse gas emissions, waste management and water resources and non-renewable resources management.

More broadly, Supplier must minimize environmental pollution and make continuous improvements in its activity in terms of environmental protection.

9.3 Supplier must implement or use an environmental management system in accordance with the ISO 14001 standard or equivalent.

## **10. Supply chain**

10.1 Supplier shall endeavor to promote compliance with this Code of Conduct to its own suppliers, subcontractors and partners.

10.2 Supplier must comply with the principle of non-discrimination with respect to the choice and treatment of each supplier.

## **IV. Identification and prevention of risks**

Supplier must take necessary measures to identify, within its organization, the risks, including potential risks, of human rights violations, infringement of fundamental freedoms, money laundering and financing of terrorism, acts of bribery, violation of employees health and safety rights, as well as environmental damages from its activities.

Depending on the risks identified and its organization, Supplier must take appropriate measures such as the adoption of internal procedures and policies and training, in order to prevent and limit the risks and violations mentioned above.

## **V. Access to MasterGrid's Compliance alert reporting system**

Supplier has access to MasterGrid's Compliance Alert Reporting System to alert MasterGrid of any actual or suspected behavior or situation that may constitute a violation of compliance rules, particularly regarding anti-corruption, respect for human rights, or anti-competitive practices.

This system is accessible via the MasterGrid website at the following address:

<https://www.mastergrid.com/engagements/>

Supplier is expected to use this channel in good faith to report any situation of concern relating to compliance, in accordance with the principles set out in this Code of Conduct.

## **VI. Audit and control – Third party evaluation**

Master Grid reserves the right to evaluate and/or control Supplier and to conduct unannounced audits on its premises in order to verify Supplier's compliance with the provisions of the Code of Conduct.

Upon Master Grid's request, Supplier agrees to provide Master Grid with a written self-assessment of its compliance with the Code of Conduct within 20 calendar days from Master Grid's request, unless otherwise agreed.

Supplier agrees to keep accurate and complete copies of any internal documents relating to its company's compliance with the Code of Conduct. Supplier agrees to provide Master Grid with such copies and with any reasonably relevant information that would enable Master Grid to verify Supplier's compliance with the Code of Conduct.

Supplier agrees to improve or correct any deficiency detected.

## **VII. Statement of Supplier**

This document must be signed by an authorized representative of Supplier and returned to Master Grid within 20 business days from its receipt.

Supplier hereby declares:

- To have received a copy of the " Code of conduct for suppliers, subcontractors, business partners and intermediaries of Master Grid " and to undertake, in addition to its commitments set forth in the agreements entered into with Master Grid, to comply with its principles and provisions.

- To agree that this declaration is governed by French law.

*Place and date:*

*Name and address of Supplier:*

*Name and position of Supplier's representative:*

*Signature of Supplier:*