



CODE OF CONDUCT FOR SUPPLIERS AND VENDORS INCLUDING SUSTAINABLE SOURCING CHARTER

1. Applicability

This Code of Conduct is applicable to all Suppliers¹ and Vendors² of BNP Paribas Fortis SA/NV or any of its subsidiaries (hereafter “BNP Paribas Fortis”).

The Suppliers and Vendors undertake to comply with the commitments specified in this Code of Conduct and ensure that their Employees³ will comply with the provisions set out therein.

BNP Paribas Fortis has the right to exclude a Supplier if it is found to be in violation of the commitments of this Code of Conduct.

2. Expectations of BNP Paribas Fortis

BNP Paribas Fortis value an impeccable reputation as a trustworthy financial services company. Consequently we wish to enter into a relationship with Suppliers committed to the same ethical, moral, sustainability and social responsibility standards that BNP Paribas Fortis subscribes to and therefore are committed not to enter into any illegal, immoral, non-sustainable or unethical activities.

3. Sustainable Sourcing Charter

The Supplier has taken good note of the Sustainable Sourcing Charter as part of this Code of Conduct (also available at <https://group.bnpparibas/en/you-are/supplier>) and undertakes to comply with the Supplier commitments that are set out therein. This undertaking is without prejudice to any more stringent undertaking or commitment about the same subject matter in the agreement.

4. Fighting Corruption

The integrity of the Supplier is an essential condition for the relations with BNP Paribas. The Supplier should refrain from any act that infringes BNP Paribas Fortis' integrity.

The Supplier undertakes to abide by the laws and regulations prohibiting acts of bribery, corruption and influence peddling (referred to as “Corruption”, or separately as “Corruption” and “Influence peddling”). A Supplier will refrain from any involvement in bribery or Corruption, in whatever way or role and adhere to any anti-bribery and corruption measures imposed by law or defined by BNP Paribas Fortis.

In this regard, BNP Paribas Fortis refers the Supplier to Addendum D of the BNP Paribas Group Code of Conduct on fighting Corruption, available at

https://group.bnpparibas/uploads/file/220204_bnpp_compliance_codeofconduct_2022_eng.pdf or at <https://group.bnpparibas/publications>.

The Supplier may not offer any gift in the broadest sense (namely: gifts of all kinds, advantages, discounts or invitations to events, bequests, donations or designations as a beneficiary to a life insurance policy) to an employee or one of his/her close relatives.

Nevertheless, (i) outside sensitive periods (bidding, consultation with suppliers, or supplier negotiations), (ii) in accordance with the standard practices and customs of the profession, and (iii) provided that the gift will clearly be used to assist the relationship, BNP Paribas Fortis tolerates some exceptions to this general rule.

Suppliers who wish to offer a gift to an employee of BNP Paribas Fortis undertake to enquire beforehand about and to comply with BNP Paribas Fortis' policy with regards to gifts. Suppliers may not deliver a gift to the employee's home.

During sensitive periods (between the moment of receiving a tender (or tender announcement) till the moment the contract is signed), and for contracts for which quality control is scheduled, employees directly or indirectly involved in the decisions process must refuse all gifts, invitations or other benefits, regardless of their amount.

5. Reporting

Notwithstanding abiding with the commitments in this Code of Conduct, the Supplier undertakes to carry a proactive attitude towards complying with the provisions set out in this Code of Conduct and Sustainable Sourcing Charter. Therefore each Supplier will inform BNP Paribas Fortis immediately if he becomes aware of any non-compliance of its company or of any of its suppliers with this BNP Paribas Fortis Code of Conduct and Sustainable Sourcing Charter.

If at any step of the tendering process you as a supplier think you have not been treated fairly, please send a detailed complaint letter by registered letter to :

BNP Paribas Fortis NV - Procurement – 1CC2P
Att. Head of Procurement
Warandeborg 3 - 1000 Brussels.

¹ Supplier is the person who sells goods within the scope of a purchase agreement, and the service provider or the contractor, in case of the provisions of services (either material or intellectual) within the scope of a contract for services (hiring of works).

² Vendor is a candidate of a long list or short list of a project.

³ Supplier's and/or Vendor's Employees are the partners, directors, staff and/or assistants to be deployed by and working under the responsibility and authority of the Supplier and/or the independent consultants and/or subcontractors working under the responsibility of the Supplier, assigned to perform the services.

SUSTAINABLE SOURCING CHARTER

PREAMBLE

This Sustainable Sourcing Charter (hereinafter the "Charter") is a joint initiative by French companies of the "Bank & Insurance" sector¹ (hereinafter the "Signatories") who want to associate their suppliers in the implementation of due diligence measures as part of their Corporate Social Responsibility efforts (CSR).

Its purpose is to inform suppliers:

- On the one hand, of the Signatories' commitments to them in terms of responsible sourcing;

¹ On 12th November 2018, the Signatories are: Allianz, BNPP Group, BPCE Achats for Groupe BPCE, CNP Assurances, Crédit Agricole Group, Crédit du Nord and Société Générale. The updated list of Signatories to the Charter, such as the Charter itself, is available on the website of each of the Signatories.

SIGNATORIES' COMMITMENTS TO THEIR SUPPLIERS

Fairness, Ethics and Transparency

The Signatories undertake to:

- Ensure fairness in the supplier selection process by establishing the conditions for loyal competition and fair treatment of suppliers.
- Fight against all forms of corruption, active or passive, and avoid any situation where there may be a conflict of interest by abiding by the compliance rules in force in their company.
- Ensure transparency and compliance with the rules relating to the selection processes by providing clear preliminary information to the bidders regarding the terms and conditions applicable to any competitive process.

Mutual dependence

The Signatories undertake to:

- Be vigilant about the risk of mutual dependence with their suppliers.
- Implement measures to detect, monitor and minimize the risk.

SUPPLIER' COMMITMENTS

Environment

The Signatories require that their suppliers undertake to:

- Comply with the environmental laws and regulations in force in the countries where they operate.
- Control and/or minimize the impacts of their activities on the environment, as regards consumption (water, energy and raw materials), greenhouse gas emissions, pollution (water, soil, air) and waste (selective sorting, recycling).
- Develop environmentally friendly technologies by limiting the environmental impact of the products and services over their whole life-cycle.

- On the other hand, of the Signatories' expectations regarding abidance by the basic principles.

The mutual commitments laid out hereinafter are based on the fundamental principles of the UN Global Compact, which all the Signatories have adhered to, in the field of human rights, working conditions, the environment and the fight against corruption and on the United Nations Guiding Principles on Business and Human Rights, which specify the modalities for the respect of human rights by enterprises.

The suppliers' ability to commit and to translate these commitments into appropriate practices is part of the evaluation criteria chosen by the Signatories for the whole the term of their relationship with suppliers.

Compliance with payment deadlines

The Signatories recall their obligation to pay their suppliers in accordance with the law in force in the countries where they operate.

Confidentiality and intellectual property

The Signatories undertake to establish a sustainable relationship based on mutual trust with their suppliers, by ensuring the strict confidentiality of the information that is not public which they are transmitted, and the intellectual property rights of their suppliers, in compliance with applicable laws.

Small and medium-sized suppliers

The Signatories shall endeavor to adapt their practices to facilitate access for these businesses to their competitive calls.

Use of mediation

The Signatories undertake to offer their suppliers the possibility to use mediation to facilitate amicable settlement of any dispute which may arise during the term of a contract.

Human rights and labour law

The Signatories require that their suppliers undertake to implement the United Nations Guiding Principles on Business and Human Rights. These Principles clarify the modalities of compliance, regardless of the countries where they operate, with the principles of the Universal Declaration of Human Rights (enacted by the UNO in 1948) and the Conventions of the International Labour Organisation (ILO) referred to in the appendix, including:

- The prohibition of forced or compulsory labor and ill-treatment of their employees. This includes the

prohibition of any practice of modern slavery and trafficking in human beings².

- The abolition of child labour.
- The absence of discrimination: there must be no distinction, exclusion or preference based on colour, gender, age, language, religion, sexual orientation or identity, national or social origin, opinion or handicap.
- Compliance with health and safety requirements by providing their employees with safe and proper work environment and conditions.
- Allocation of decent salary and working hours by paying a minimum wage that is sufficient to meet basic needs and compliant with the regulations in force in the countries where they operate, as regards working hours and rest breaks.
- Respect of the freedom of expression, the right to organise and the right to collective bargaining.

Business ethics

The Signatories require that their suppliers undertake to abide by the laws and regulations relating to the principle of loyalty in force in the countries where they operate. It covers:

- Fight against corruption in all its forms, including extortion and bribery.
- Prohibition of all forms of anti-competitive practices (illegal agreements, abuse of a dominant position

which may prevent, restrict or distort an effective competitive process).

- Compliance with the rules governing the confidentiality of information that is not public transmitted by the Signatories and the intellectual property rights.

Sub-contracting

The Signatories require that their suppliers undertake to:

- Promote and ensure compliance with the principles of the charter by their suppliers and subcontractors.
- Implement a monitoring system enabling them to prevent and deal with any risk having an environmental and/or social impact across the whole supply chain.

Progress approach

The Signatories require that their suppliers undertake to implement progress plans with regard to their social and environmental practices, and to transmit them.

Monitoring implementation of the Charter

The Signatories require that their suppliers undertake to supply documentary evidence of compliance with the principles laid out above and to welcome auditors (internal or external) commissioned by the Signatories to verify compliance with the Charter.

² Ref. the Modern Slavery Act UK

REFERENCE TEXTS

THE 10 PRINCIPLES OF THE GLOBAL COMPACT:

Human rights

1. Businesses should support and respect the protection of internationally proclaimed human rights; and
2. Make sure that they are not complicit in human rights abuses.

Labour

3. Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
4. Elimination of all forms of forced and compulsory Labour;
5. Effective abolition of child labour; and
6. Elimination of discrimination in respect of employment and occupation.

Environment

7. Businesses should support a precautionary approach to environmental challenges;
8. Undertake initiatives to promote greater environmental responsibility; and
9. Encourage the development and diffusion of environmentally friendly technologies.

Anti-corruption

10. Businesses should work against corruption in all its forms, including extortion and bribery.

THE 30 ARTICLES OF THE UNIVERSAL DECLARATION OF HUMAN RIGHTS:

<https://www.ohchr.org/en/human-rights/universal-declaration/translations/english>

THE FUNDAMENTAL CONVENTIONS OF THE INTERNATIONAL LABOUR ORGANIZATION, e.g.:

- Convention n°29 on Forced Labour
- Convention n°87 on the Freedom of Association and Protection of the Right to Organise
- Convention n°98 on the Right to Organise and Collective Bargaining
- Convention n°100 on Equal Remuneration
- Convention n°105 on the Abolition of Forced Labour
- Convention n°111 on Discrimination (Employment and Occupation)
- Convention n°138 on the Minimum Age for employment
- Convention n°155 on Occupational Safety and Health
- Convention n°182 on the Worst Forms of Child Labour

UNITED NATIONS GUIDING PRINCIPLES ON BUSINESS AND HUMAN RIGHTS

http://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf