

SUPPLIER CODE OF CONDUCT

GROUPE ROCHER RISK MANAGEMENT & COMPLIANCE and PROCUREMENT

June 2021



GROUPE ROCHER

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GROUPE ROCHER SUPPLIER CODE OF CONDUCT

PURPOSE

At GROUPE ROCHER, our mission is to Reconnect People to Nature. We believe in positive change and taking responsibility for the impact that we have on our planet and its people.

We are committed to managing and developing our business in a responsible and sustainable way. We operate within the spirit and letter of the law, maintaining high ethical standards wherever we conduct business.

As such, the GROUPE ROCHER has implemented since many years the Code of Business Conduct which defines basic principles in important areas such as human and labor rights, protection of the environment, the fight against corruption and ethical business practice applicable both to internal & external business partners.

This Supplier Code of Conduct (in this document referred to as “Code”) derives from the GROUPE ROCHER Code of Business Conduct and GROUPE ROCHER CSR principles and is aiming to outline the global standards and expectations to be adapted by all our Suppliers.

GROUPE ROCHER’s suppliers, contractors, subcontractors, consultants and vendors and other business partners (collectively referred to here as “Suppliers”) are an integral part of our business and of our mission.

We ask our Suppliers to share our values and promote the application of these high standards both within their organization and throughout their supply chain. Suppliers are strongly encouraged to ensure that their own supply chains uphold the standards of this Code or similar standards.

With an extensive global Supplier base, these requirements present us with an opportunity to truly drive change in the world.

Thank you for supporting our mission and being a part of the future of responsible business.



THE COMMITMENT OF OUR SUPPLIERS

1. COMPLY WITH LAWS AND REGULATIONS

It is essential to a socially and environmentally responsible supply chain that all Suppliers behave in a legal and ethical manner.

Our suppliers are required to comply with all relevant and applicable laws, rules and regulations and to strive to conform to usual industry standards (eg. ISO) of the business in which they are involved to and the country in which their workers are employed.

2. PROHIBIT ANY FORM OF FORCED LABOR AND CHILD LABOR

Our Suppliers should be committed to upholding the human rights of workers and treating them with dignity and respect. Workers include direct employees, temporary workers, migrant workers, student workers, contract workers, and any other person(s) providing labor and employment services to Supplier.

2.A. Child Labour

Our Suppliers must prohibit any form of child labor. No person shall be employed under the 15 years of old (or 14 where permitted by local legislation). Juvenile workers (ages 16-17) shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to compromise their health, safety or morals.

2.B. Human Trafficking, including Forced or Indentured Labour

Our Suppliers are expected to prohibit any form of forced or compulsory labor. There must be no use of forced labor, including indentured, bonded (including debt bondage), involuntary prison labor, slavery or other forms of forced labor during entire Supplier operations process.

Our Suppliers are required to monitor any third party entity which assists them in recruiting or hiring employees, to ensure that people seeking employment at their facility are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views.

All labor must be undertaken by free will. Workers shall be allowed to move around freely, leave their place of work when their shift ends and be free to leave their employer after reasonable notice and in accordance with the local legislation.

3. ENSURE HEALTH AND SAFETY CONDITIONS

Our Suppliers must provide a safe and healthy workplace as well as personal protective equipment to their workers, free of charge, to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employers' facilities.

Our Suppliers shall take a proactive approach to health and safety by implementing policies, systems and training designed to prevent accidents, injuries, protect and promote worker health.

Our Suppliers shall have procedures in place for addressing emergencies including, but not limited to, fire, accidents and natural disasters.

4. DEVELOP EMPLOYEMENT PRACTICE

Our Suppliers must encourage the development of employment practice and treat every employee with respect and dignity.

4.A. Harassment

Our Suppliers must take reasonable measures to ensure that their employees are afforded an employment environment that is free from physical, psychological, verbal or any other type of harassment, or other abusive conduct or practice (eg. Pregnancy or medical testing or pregnancy termination as part of recruitment).

4.B. Non-discrimination

Our Suppliers must encourage equal employment opportunity to employees and applicants for employment without discrimination.

4.C. Living Wage and Benefits

Our Suppliers must comply with all applicable national laws and regulations of the country in which their workers are employed relating to wages, working hours, overtime and benefits.

Our Suppliers must guaranty to their employees the voluntary payment of at least legal minimum wages and overtime premium.

Our Suppliers shall endeavour to progressively raise employee living standards through improved wage systems, benefits, welfare programs and other services, which exceed legal requirements and enhance quality of life.

Employers must pay wages which equal or exceed minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law and/or contract.

Our Supplier employees shall be entitled to at least one day off in seven and shall be given reasonable breaks while working and sufficient rest periods between shifts.

Our Suppliers shall grant all employees labor rights as provided by national legislation. Employment of temporary workers must comply with relevant national employment laws.

4.D. Social Dialogue

Our Suppliers must respect the rights of their workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

Our Suppliers must foster to non-discriminatory practices against workers representatives.

Our Suppliers must recognise and respect any rights of their workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

4.E. Employment Relationship

Our Suppliers must adopt and adhere to rules and conditions of employment that respect their workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations of the country in which their workers are employed.

Our Suppliers are expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are also expected to take action to prevent, detect, and correct any retaliatory actions.

Our Suppliers shall promote professional development opportunities to their employees to encourage the development of skills and knowledge.

5. PROMOTE INFORMATION PROTECTION

5.A. Confidential/Proprietary Information

Our Suppliers must properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose other than the business purpose for which it was provided, unless there is prior authorisation from the owner of the information.

5.B. Intellectual Property

Our Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

5.C. Information Security

Our Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorised access, destruction, use, modification and disclosure, through appropriate security procedures as required by law and/or by contract.

6. GUARANTY TRANSPARENCY OF INFORMATION

Every Supplier must ensure that the data and information that he may be asked to provide to GROUPE ROCHER relative to the compliance with this Code, regardless of its nature (technical, commercial or other) and format (digital, printed or oral) is accurate, comprehensive, transparent, updated and shared in timely manner.

7. ACT WITH RESPECT FOR THE ENVIRONMENT

- Our Suppliers shall work systematically to prevent, continuously monitor, minimize and remedy adverse environmental impacts, such as air, noise, ground, disposal of waste and water, from their activities, products and services by means of a proactive approach and management of their environmental responsibilities.
- Our Suppliers shall strive to promote and improve circularity in their business models, product design, and operations.
- Our Suppliers shall proactively work to prevent environmental incidents and ensure the capacity to react appropriately to such events with suitable preventive and corrective measures.
- Suppliers shall maintain written environmental policies and agree to be monitored separately for environmental responsibility.

8. PRESERVE NATURAL RESOURCES AND BIODIVERSITY

- Our Suppliers must respect the international protocols on biodiversity preservation.
- Our Suppliers must not use forbidden agrochemicals that have a critical impact on local biodiversity and respect the Stockholm convention.
- Suppliers must be careful not have a negative impact on designated protection areas or species.
- Our Suppliers shall use resources efficiently, favoring the eco-conception of products and services, constantly struggling for optimized use of raw materials, energies, water and other ressources.
- Our Suppliers shall understand the connections that their business may have on biodiversity and, as relevant, act to safeguard it.

9. ENSURE BUSINESS ETHICS

We expect our Suppliers to conduct business with honesty and integrity and demonstrate the highest standards of business ethics.

9.A. Fair Commercial Practices – Anti-Corruption

Our Suppliers must abide by all applicable anti-corruption laws, directives and regulations including commercial bribery in all countries in which they operate.

Our Suppliers must not engage in bribery, corruption or other unethical or illegal practices, whether in dealing with government officials, political parties or others, including individuals in the private sector. Suppliers shall have appropriate internal controls to safeguard against these practices.

Our Suppliers are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.

Suppliers are expected to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage or establish a business, financial, or other kind of relationship with GROUPE ROCHER and its companies.

9.B. Gifts & Business Courtesies

We recognize that, within our supply chains, there are many different national cultures with their own laws, norms and traditions which we must acknowledge and respect. In some countries and cultural contexts, a quality business relationship may give rise to an exchange of low-value gifts & business courtesies. In such circumstances, the principle of full transparency must be applied and the employee receiving the gift / business courtesies must inform their superior and they should be exchanged outside any period of negotiation or invitation to tender.

9.C. Illegal Payments

Our Suppliers must not offer any illegal payments to, or receive any illegal payments from any customer, supplier, agents, representatives or others. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage must be prohibited.

9.D. Fraud and Deception

Our Suppliers must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the company, a customer or any third party, and any kind of misappropriation of property.

9.E. Competition and Anti-Trust

Our Suppliers must not enter into any agreements or understandings with competitors or others that restrict competition, fix prices, rig bids, allocate markets or limit sales. They must not exchange current, recent, or future pricing information with competitors.

9.F. Conflict of Interest

Our Suppliers are expected to have a policy and procedure in place to ensure employees avoid a situation where a conflict of interest arises. By conflict of interest we mean any circumstance in which a Supplier's ability to act with objectivity is compromised. This includes, but is not limited to, close personal or family relationships with those at GROUPE ROCHER. Should such situation occur, we expect our Suppliers to provide notification to all affected parties in the event that an actual or potential conflict of interest arises.

10. WARRANT GLOBAL TRADE COMPLIANCE

10.A. Import

Our Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, raw material and technical data.

10.B. Export

Our Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, raw materials and technical data. Suppliers shall provide truthful and accurate information and obtain export licences and/or consents where necessary.

10.C. Ethics Policies and Transparent Supply Chains

To guarantee the transparency of our supply chains, our Suppliers are asked to map and continuously track and monitor all locations in all levels of their supply chain and upon request provide transparency information into the owned and/or subcontracted factories and other sites that are involved in the production of our products.

Our Suppliers should exercise, as may be directed by law, due diligence on the source and supply chain of their own and therefore at a minimum require the same from their next tier Suppliers.

Commensurate with the size and nature of their business, our Suppliers are expected to establish management systems to support compliance with laws and regulations, as well as the expectations expressed within this Code.

Our Suppliers are encouraged to implement their own written Code of conduct and to flow down their principles to the entities that supply them with goods and services.

Our Suppliers are expected to maintain effective programmes to encourage their employees to make ethical, responsible and valuesdriven choices in their business practice, beyond compliance with laws, regulations and contract requirements.

GROUPE ROCHER ETHICS HOT LINE

Should any Supplier have any concern regarding the application or an irregularity or violation of this Code please report to GROUPE ROCHER by means of the GROUPE ROCHER Ethics Hot Line:

Ethics@yrnet.com

All information received will be kept in strict confidentiality and identity protection garanted.

For your information, the Hot Line is mustered by the GROUPE ROCHER Compliance & Ethics Division.

IMPLEMENTATION OF THE SUPPLIER CODE OF CONDUCT

GROUPE ROCHER will only do business with Suppliers that comply with all applicable legal and regulatory requirements in the countries in which they operate and the principles of this Code.

This Code applies to any existing and future contractual and/or commercial relationship between GROUPE ROCHER and our Suppliers.

All new Suppliers shall receive a copy of our Code during the initial stage of collaboration and existing Suppliers shall receive updates when they are published. GROUPE ROCHER Procurement team (e.g. Buyers, Category Managers and Leaders as well as Global Category Leaders) shall explain the elements of the Code and our expectations to all Suppliers as part of the Supplier relationship management process.

All GROUPE ROCHER Suppliers, existing or new, should acknowledge and agree, by writing that they have received, read, understood the GROUPE ROCHER Code (please find the acknowledgement form below).

GROUPE ROCHER reserves the right to confirm Supplier adherence to the principles set out in this Code of Conduct via on-site or desktop audits. If on-site audits are required the Business Partner will be given sufficient warning and the audit will not unnecessarily disrupt their operations. Such audit may be carried out, by GROUPE ROCHER or by authorized, independent third-parties.

When any of these Code principals are not met, the Supplier must take corrective actions promptly and provide adequate evidence of improvements. Supplier is expected to develop sustainable management, reporting and tracking systems within its operations, to ensure ongoing compliance.

Compliance with this Code is assessed in our business award decision, Supplier homologation and Supplier performance assesment process.

We promote an open dialogue with all our Suppliers and work together with them to help them meet our requirements.



THE GROUPE ROCHER SUPPLIER CODE OF CONDUCT ACKNOWLEDGEMENT FORM

Your signature below indicates that you, as the Supplier's authorized representative, acknowledge and agree, on behalf of the Supplier, that you have received, read and understood GROUPE ROCHER Supplier Code of Conduct.

It means that the Supplier aligns with GROUPE ROCHER commitment to sustainable business practices, and understands what the Supplier's obligations under the Code are.

By signing this Acknowledgement Form, you also agree, on behalf of the Supplier, that GROUPE ROCHER reserves the right to confirm Supplier adherence to the principles set out in this Code of Conduct via on-site or desktop audits. If on-site audits are required the Business Partner will be given sufficient warning and the audit will not unnecessarily disrupt their operations. Such audit may be carried out, by GROUPE ROCHER or by authorized, independent third-parties.

Thank you for your collaboration and your contribution toward creating a positive social and environmental impact.

Thank you for supporting our Mission Reconnect People to Nature and being a part of the future of responsible business.

Supplier Company Name:	
Signatory Person Name:	
Signatory Person Job Title:	
Supplier Main Contact(s) at GROUPE ROCHER:	
Place:	
Date:	
Signature:	
Company Stamp:	