

A large, abstract graphic on the left side of the page, composed of numerous thin, curved lines that create a sense of depth and movement. The lines transition in color from light blue at the top to red and orange at the bottom.

Cegedim Group Sustainable Purchasing Charter

2021 edition

Introduction

At Cegedim, we strive to conduct our business activities in a sustainable manner and in keeping with our core values, namely: **Ethics, Respect, and Customer Satisfaction**. We are committed to maintaining the highest standards of integrity and compliance with laws, standards, and regulations and expect our suppliers to make the same commitment alongside us.

This Sustainable Purchasing Charter ("**Charter**") describes the minimum standards that Cegedim expects from its commercial partners, based on the internationally recognised treaties and agreements listed in the appendix. It formalises Cegedim's desire to be part of a balanced, collaborative relationship with its suppliers.

The principles of the Universal Declaration of Human Rights, the Conventions of the International Labour Organisation, the Convention on the Rights of the Child, and the Convention on the Elimination of All Forms of Discrimination guided the establishment of this Charter. We all have a responsibility to promote and respect these principles in our business activities.

This Charter is part of Cegedim's agreements with the Supplier. The Supplier must sign the attached conditions of commitment to confirm its understanding of this Charter.

This Charter applies to all suppliers, subcontractors, and commercial partners of Cegedim (jointly referred to as "**Suppliers**").

For the purposes of this Charter, commercial partners include service partners, consultants, intermediaries, and other parties who represent and/or supply goods or services to Cegedim.

Suppliers are required to observe and comply with all applicable laws, regulations, and industry standards as well as the standards set forth in this Charter. All legally required permits, licences, approvals, and registrations must be current.

It is the responsibility of each Supplier to comply with the requirements of this Charter and to pass them along to its own commercial partners, employees, officers, directors, or authorised representatives, without exception, for all transactions and operations involving Cegedim. Each Supplier shall bear the costs of complying with this Charter.

Due and consistent compliance with the provisions of the Charter will be taken into account for the selection, retention, and evaluation of Suppliers. Under no circumstances shall Suppliers comply with any order, request, or instruction that may involve a violation or breach of the provisions of this Charter.

If a Supplier does not comply with the Charter, Cegedim reserves the right to terminate its contract and business relationship with the Supplier, without prejudice to all other rights and remedies available. If the Supplier discovers a breach, it shall inform Cegedim immediately.

Reporting

Suppliers shall report incidents of non-compliance with the Charter. Where required by law, Suppliers shall have adequate reporting mechanisms in place and ensure that concerns can be raised in good faith without fear of reprisal.

The Cegedim whistleblowing line is accessible to all its suppliers via the email address ethics@cegedim.com

Human rights and working conditions

Cegedim supports and respects the protection of human rights and expects the same from its Suppliers. Suppliers shall ensure that they are not complicit in human rights abuses.

Suppliers are strictly prohibited from employing persons who have not reached the minimum age for employment set by local legislation, the age of completion of compulsory education, or, if greater than these two ages, the age of fifteen. If local legislation allows individuals aged 15 to 18 to work, they cannot be employed in hazardous, heavy, or harmful work.

Suppliers are strictly prohibited from engaging in or tolerating modern slavery and exploitation, including forced, bonded, and compulsory labour, and human trafficking. This means that they shall not engage in or tolerate movement restrictions, confiscation of identity documents, excessive recruitment costs, debt bondage, withholding of wages, violence, or any other form of exploitation or abuse.

Suppliers are expected to have clear written working conditions for their employees. Suppliers shall comply with applicable laws on working hours and rest periods. Suppliers shall pay levels of wages and social protection that meet or exceed legal minimum standards, collective bargaining agreements, or industry standards in a timely manner.

Cegedim respects the rights of all employees to choose whether to be represented by a trade union for collective bargaining purposes and to form and join trade unions of their choice in accordance with local laws and regulations. This includes respect for freedom of assembly and peaceful association. No employee should be at risk of harassment or retaliation for exercising these rights. Cegedim expects its Suppliers to do the same.

Suppliers shall ensure a safe and healthful working environment. Suppliers shall maintain adequate systems designed to prevent work-related injuries and illnesses. Employees shall receive appropriate health and safety training, instructions, and equipment.

Cegedim is an equal opportunity employer, and all employees must be treated and must treat others fairly and equitably without any form of discrimination or harassment. Cegedim expects its Suppliers to promote diversity and equal opportunity and to support the prohibition of discrimination in employment and occupation.

Business Ethics

Cegedim insists on honesty, integrity, and fairness and is strongly committed to maintaining and promoting the highest ethical standards in all areas of its business activities.

All suppliers are expected to conduct their business activities with honesty and integrity and not engage in unfair transactions or practices, including anti-competitive behaviour.

Cegedim has zero tolerance for all forms of corruption, including facilitation payments and influence peddling. Suppliers shall not seek, accept, or retain business benefits based on illegal, inappropriate, or unethical conduct. Suppliers shall not tolerate any corrupt practices. They shall maintain an adequate anti-corruption system, in accordance with the Sapin II Act if they are subject to it, including a written anti-corruption policy reflecting at least the principles of this Charter.

Suppliers shall not offer gifts, travel, meals, or entertainment to any Cegedim employee in any situation where it could influence or appear to influence the employee's decision in relation to the Supplier.

Suppliers shall not participate in, facilitate, or support money laundering and terrorist financing.

Suppliers shall have systems in place to prevent violations of competition law and shall not participate in bid rigging, price fixing, anti-competitive business activities, or exchanges of inside information.

Suppliers are required to comply with applicable regulations on trade or economic sanctions, such as export controls, import controls, embargoes, and other restrictions, including those issued by the United Nations and the European Union. They shall immediately report any partner or employee who carries out operations, transactions, or investments in violation of these sanctions as soon as they become aware of them.

Suppliers shall protect the privacy of employees, representatives of customers and commercial partners, and others and process personal data lawfully, fairly, and transparently. Their IT systems must be secured to prevent digital attacks or data leakage. Suppliers shall comply with any IT security requirements conveyed by Cegedim.

Suppliers are required to prevent situations where there is a real or potential conflict of interest between Cegedim and the Supplier or a closely related party and to report such situations to Cegedim.

Suppliers shall protect Cegedim's confidential or inside information as well as Cegedim's intellectual property rights. They shall respect the confidentiality of all information to which they have access in the course of their work, services, or the provision of goods to Cegedim, even if such information is not classified or specifically related to Cegedim, and shall act to prevent its misuse, theft, fraud, or improper disclosure. Suppliers who are aware of material, non-public information relating to Cegedim or its business activities may not purchase, sell, or otherwise trade in shares of Cegedim or any company that does business with Cegedim or take any other action to take advantage of such information.

Accurate and reliable information and records are essential to meeting Cegedim's financial, legal, and management obligations and are necessary to reflect Cegedim's transactions accurately. The Supplier shall keep accurate records of all matters relating to its business relations with Cegedim. This includes the correct, timely, and complete recording of all expenditure and payments as well as the availability of evidence and supporting documentation.

Environmental Sustainability

Cegedim strives to conduct its business activities in a sustainable manner with respect and consideration for the environment and to work towards a more sustainable future.

Suppliers shall ensure that they comply with all applicable environmental laws and regulations and take a precautionary approach to environmental challenges by taking initiatives to promote greater environmental responsibility and by developing and disseminating environmentally friendly technologies to the best of their ability.

Attachment: Appendix to be signed by the Supplier:
Charte Achats Responsables_Cegedim_2021.appendix to sign_EN.doc



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Sustainable Purchasing Charter - Supplier Commitment

The undersigned, [LEGAL ENTITY TO BE COMPLETED], is a Cegedim Supplier (as defined in the Sustainable Purchasing Charter).

By signing this document, we acknowledge and accept that the Sustainable Purchasing Charter describes Cegedim's minimum expectations from its Suppliers.

On behalf of my company:

1. I confirm that Cegedim's expectations as defined in the Charter are understood;
2. I pledge that we will respect the principles of the Charter in our policies, procedures, and practices;
3. I acknowledge and accept that the Charter is part of our contractual terms and conditions with Cegedim.

Name of signatory: _____

Position: _____

Date: _____

Signature: _____

Main Reference Standards

- All national laws of the countries where Cegedim and its suppliers operate as well as the European directives related to social and environmental issues.
 - Universal Declaration of Human Rights - www.un.org/en/universal-declaration-human-rights
 - Principles of the United Nations Global Compact - www.unglobalcompact.org
 - OECD Guidelines - www.oecd.org
 - International Convention on the Rights of the Child - www.un.org
 - Convention on the Elimination of All Forms of Discrimination against Women - www.un.org
 - Core Conventions of the International Labour Organisation (ILO) - www.ilo.org
- in particular, the 8 core conventions:
- Forced Labour Convention No. 29
 - Freedom of Association and Protection of the Right to Organise Convention No. 87
 - Right to Organise and Collective Bargaining Convention No. 98
 - Equal Remuneration Convention No. 100
 - Abolition of Forced Labour Convention No. 105
 - Discrimination (Employment and Occupation) Convention No. 111
 - Minimum Age Convention No. 138
 - Worst Forms of Child Labour Convention No. 182

Guidance for interpreting decisions between national laws and international standards:

- In situations where the introduction of legislation does not include adequate environmental or social safeguards, at least international standards of behaviour should be taken into account;
- In countries where the introduction of legislation contradicts international standards of conduct, these standards should be taken into account to the maximum extent possible;
- In situations where legislation or its introduction is in conflict with international standards of conduct, and where failure to take into account those standards could have significant consequences, the nature of its relations and business activities within the jurisdiction in question should be reviewed where feasible and appropriate.