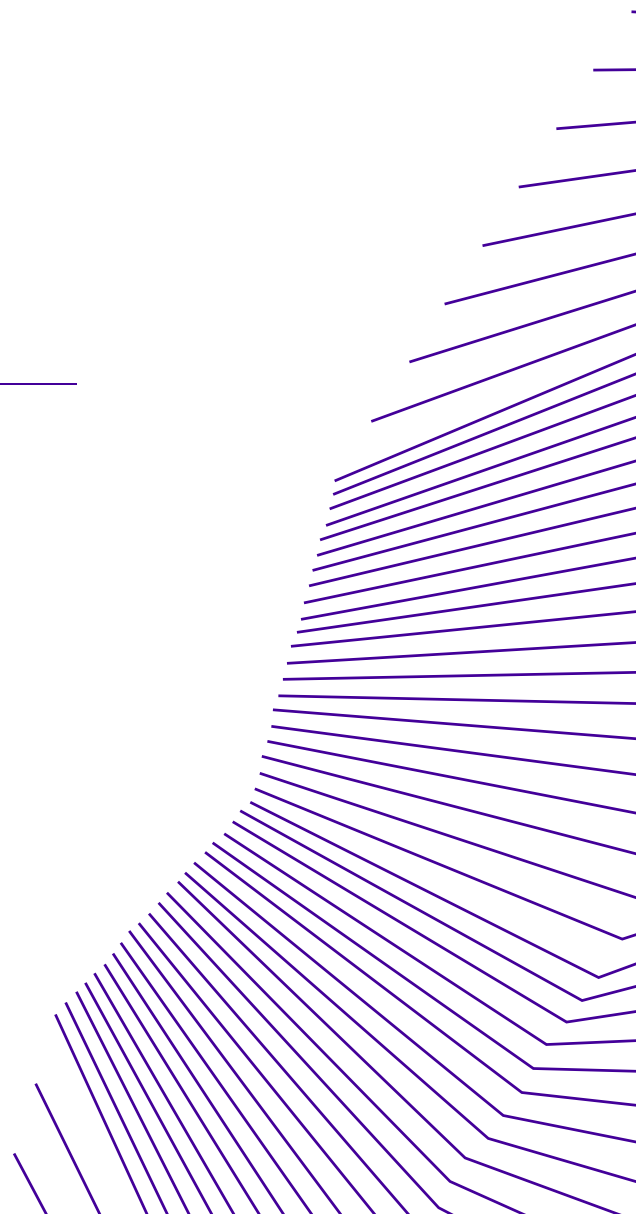




# GENERAL PURCHASING CONDITIONS

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# GENERAL PURCHASING CONDITIONS

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THE PURPOSE OF THESE GENERAL PURCHASING CONDITIONS IS TO DEFINE THE EXPECTATIONS OF THE GROUP COMPANIES REGARDING THE PURCHASING CONDITIONS OF PRODUCTS AND/OR SERVICES, OTHER THAN SERVICES AND INTELLECTUAL SERVICES. WITHIN THE FRAMEWORK OF THE NEGOTIATIONS WITH THE SUPPLIER THESE CONDITIONS ARE SUGGESTED IN ORDER TO SET THE TERMS AND CONDITIONS WHICH WILL APPLY TO THE ORDERS ISSUED BY THE GROUP COMPANIES. THEY CONSTITUTE A LEGALLY BINDING AGREEMENT WHEN ACCEPTED BY THE SUPPLIER, WHETHER SUCH ACCEPTANCE IS GIVEN AS IS OR AFTER BEING SUPPLEMENTED OR MODIFIED BY AN AMENDMENT SIGNED BY BOTH PARTIES.

## 1 / DEFINITIONS

<b>Acceptance report</b>	Document signed by both Parties, confirming the acceptance of the Supply.
<b>Background</b>	Documents, knowledge, data, plans, methods, processes, drawings, software, models, patented or not, protected or not, including know-how, and more generally, any information whatever its nature or its medium, for which a Party is the owner, the author, or the licensee before the coming into force of an Order or after an Order but without access to the other Party's Background.
<b>Declaration of conformity</b>	Document given by the Supplier, under its own responsibility, declaring the conformity of the Supply with respect to all applicable standards and other regulations in force.
<b>Documentation</b>	Any document issued or provided by the Supplier, necessary for the achievement, installation, use, operation and maintenance of the Supply.
<b>Entrusted Property</b>	Elements entrusted by the Purchaser to the Supplier and placed under the control and responsibility of the latter, including any procurements as well as tooling manufactured by the Supplier, on behalf and at the cost of the Purchaser, with a view to the performance of the Order.
<b>Final Client</b>	Client of the Purchaser, purchaser of a product and/or service incorporating the Supply.
<b>General Purchasing Conditions</b>	These general purchasing conditions.
<b>Industrial Equipment</b>	Any machine, installation, device or equipment used for the study, manufacture, test or the control of products designed and/or manufactured by the Purchaser.
<b>Official Authorities</b>	Any national or international organization with the authority (including by delegation from a public authority) to monitor the performance of the Supply ordered, in particular certification organizations for products or services or business audit organizations.

<b>Order</b>	Document, regardless of its form, issued by the Purchaser and sent to the Supplier, concerning the purchase or the lease of a Supply and including, in particular, the designation of the Supply ordered, the deadlines, the price as well as the reference to these General Purchasing Conditions.
<b>Party(ies)</b>	The Purchaser and/or the Supplier.
<b>Purchaser</b>	Group Company issuing the Order.
<b>Results (or Foreground)</b>	Any element, subject of the Order, of any nature whatsoever, regardless of its medium or form, including processes, data, software, moulds, tooling, equipment, sets of documents, plans, technical sheets, drawings, models, prototypes, sets of trials, or any other element regardless of whether or not it gives rise to intellectual property rights, and which is produced or developed for the Purchaser on the basis of plans and/or diagrams and/or any other Specifications of the Purchaser in the course of the performance of the Order. Any Results are part of the Supply.
<b>Group Company(ies)</b>	IDEMIA FRANCE SAS and/or any legal entity in which IDEMIA FRANCE SAS directly or indirectly owns equal or more than fifty percent (50 %) of the capital stock.
<b>Specifications</b>	Any document issued and provided by the Purchaser to the Supplier and setting out the Purchaser's specific requirements that the Supplier or the Supply shall comply with, the Purchaser's needs and the performance conditions of the Supply, including but not limited to the statement of work description, applicable standards and quality requirements.
<b>Supplier</b>	Natural person or legal entity to whom or to which the Order is sent.
<b>Supply</b>	Products (including software and Industrial Equipment) and/or services (including Works), which are the subject of the Order.
<b>Works</b>	Real estate works, equipment, major maintenance or renovation work.

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## 2 / CONTRACTUAL DOCUMENTS

**2.1** The Orders issued by the Purchaser will be governed by the provisions of these General Purchasing Conditions provided that they have been accepted by the Supplier as is or after being supplemented or modified by an amendment signed by both Parties.

The Supplies shall be performed in accordance with the Specifications provided in the Order or in the amendment signed by both Parties.

Any other provision shall not apply to the Orders unless such provision has been previously accepted in writing by both Parties.

**2.2** Should one of the contractual documents state a participation of the Supply in French public procurement contracts, the Supplier, as a subcontractor to such contract, shall comply with the applicable provisions of the French public contracts and shall pass these relevant obligations on any of its subcontractors.

In the case of participation in foreign public organization procurement contracts, the Supplier agrees to abide by the applicable rules and regulations.

**2.3** The Order shall be deemed to have been accepted by the Supplier upon the occurrence of the first of the following two events:

- Receipt by the Purchaser of acknowledgement of receipt of the Order signed by the Supplier, without modifications, within fifteen (15) calendar days starting from the date on which the Order was issued;
- The beginning of the performance of the Order by the Supplier, without its written reservations on the contractual documents within the period above.

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## 3 / ORDERING PROCEDURE

**3.1** The Supplier undertakes to perform the Order in accordance with the provisions of the contractual documents, state of the art rules, regulations and standards in force. The Supplier has an obligation of result with regard to compliance with the timeframes set in the contractual documents, and with regard to delivery of the Supply in accordance with the contractual documents, within the agreed timeframes, and in accordance with any other modalities provided for in the latter. For the avoidance of doubt, in no event shall any terms of these General Purchasing Conditions be interpreted as an obligation for the Purchaser to issue Orders to the Supplier.

**3.2** The Supplier is solely and fully responsible for determining the resources required to perform the Order. The Supplier shall, in particular, verify that it has all necessary rights, elements and information to perform the Order, and shall obtain, before its implementation, if necessary, any missing element and information. Moreover, the Supplier shall promptly inform the Purchaser of any existing or future difficulties or anomalies during the implementation of the Order.

**3.3** The Supplier has a duty to inform and provide advice to the Purchaser. In addition, the Supplier shall promptly inform the Purchaser in writing of any situation concerning the latter that might jeopardise the proper performance of the Order. In particular, it shall inform the Purchaser should its business become the subject of bankruptcy proceedings (insolvency, receivership or liquidation subject to court supervision), or should any equivalent situation occur, such as the winding-up or total or partial transfer of its business activity, or in the event of any modification of its organizational structure that might jeopardise the proper performance of the Order.

When authorizations, whatever their nature, are required in the framework of an Order, the Supplier, before the completion of the Order, shall ensure that all the necessary authorizations have been obtained, so that the Purchaser is free from any actions or proceedings in this respect.

**3.4** The Supplier's quality system shall meet the quality requirements applicable to the suppliers as stated in the procedures or any other documents released to the Supplier by the Purchaser.

Throughout the duration of the Supply performance, and upon prior notice, the Supplier undertakes to grant the Purchaser and the representatives of any relevant Official Authorities free access, during business hours, to its premises and to any document for the monitoring purpose. The Supplier shall obtain the same right from any of its subcontractors.

**3.5** The Supplier and the Purchaser may exchange electronic data for the performance of the Order. The applicable conditions to these exchanges are provided in Appendix 2.

**3.6** For Supply Orders whose completion is staggered over time, the Supplier undertakes to keep the Purchaser regularly informed of the progress of the Order. The Order may specify the conditions relating to the provision of such information.

**3.7** When the Supply is related to Works, the Supplier shall have responsibility for the control and management of the site, in which its management shall be in good standing under the applicable regulations and standards (including unified technical documents and technical advice). Within this framework, it shall provide site supervision and take adequate protective measures for the materials and equipment, which it has custody or ownership, against theft or damage of any sort.

**3.8** When the Supply is related to Industrial Equipment, the Supplier undertakes at no additional charge, to train operators, machine programmers and maintenance specialists, the Purchaser's personnel, so that they could autonomously and optimally use and maintain such Industrial Equipment. This training shall be completed at the latest at the time of provisional acceptance of the Supply.

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## 4 / DELIVERY

**4.1** Any delivery of Supply shall be accompanied by a delivery slip affixed to the outer packaging, with a copy of the said delivery slip inside the package, containing the following information:

- Identification number of the delivery slip;
- Order number and item number of the Order;
- Reference of the Supply;
- Description of the Supply as specified in the Order;
- Declaration of Conformity, where applicable;
- Quantity delivered and, where applicable, the serial number and the individual number of products/parts;
- If necessary, the number of packages;
- Unit of purchase;
- Number of the possible dispensation(s);
- If necessary, a customs document and a transport document in compliance with applicable regulations, as well as any other documents required for customs clearance operations within the framework of imports.

**4.2** The delivery or availability of the Documentation and the documents required by applicable regulations and standards is an integral part of the Supply.

**4.3** The Purchaser reserves the right to refuse and send back or make available, at the cost and risk of the Supplier, any Supply that is not the subject to an Order or to a modification accepted by the Purchaser.

**4.4** Unless otherwise provided in the Order, the delivery of the Supply shall be DAP “address of the Purchaser” (Incoterms 2010 - International Chamber of Commerce). Notwithstanding the foregoing, when the Supply is subject to an acceptance procedure, the transfer of the risks of the Supply takes place on the signature date of the Acceptance report by the Supplier and the Purchaser.

**4.5** Packaging shall be carried out in compliance with the contractual documents, regulations and standards in force. It shall include, if necessary, instructions and provide sufficient protection to ensure that the Supply undergoes no deterioration during transport and/or storage.

Any damaged Supply upon delivery shall be returned to the Supplier and the transport, repair, assembly, and trial costs, if any, shall be borne by the Supplier.

**4.6** When the Supply is related to Industrial Equipment, the delivery shall be subject to an agreement with the Purchaser at least seventy-two (72) business hours before the equipment is dispatched. Furthermore, the Supplier is responsible for unloading, handling operations, installation, assembly and making the Equipment operational at the Purchaser’s site, in accordance with the provisions stated in the contractual documents. In case, for these on-site operations, the Supplier were to ask the Purchaser to provide tooling or an intervention by the Purchaser which was not specified in the Order, the Purchaser reserves the right to invoice the Supplier, given that the Supplier shall use this tooling at its own risk and under its sole responsibility.



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## 5 / DEADLINES

**5.1** Time is of the essence with respect to the contractual documents. The deadlines agreed between the Parties are mandatory and respecting these deadlines constitutes an essential condition without which the Purchaser would not have contracted.

**5.2** The Supplier shall promptly inform the Purchaser, in writing, of any foreseeable delay in respect to the contractual deadlines, and of any measures taken to remedy such delay. Except for events of force majeure, the Supplier shall bear any additional cost resulting from this delay.

### **5.3**

**5.3.1.** Without prejudice to the foregoing, in case of any delay in the delivery of the Supply of fifteen (15) days or less, Purchaser reserves the right to automatically apply, and without prior notice, late delivery liquidated damages equivalent to one percent (1%) of the pre-tax price of the relevant Order per calendar day of delay, up to fifteen percent (15%) of the total amount of the Order.

**5.3.2.** Payment of the late delivery liquidated damages does not discharge the Supplier from its obligations. The Purchaser shall notify, in writing, the amount of late delivery liquidated damages due. The Supplier agrees that the Purchaser may deduct, after a period of fifteen (15) calendar days following the notification, the late delivery liquidated damages from the amount due to the Supplier in relation to the late Order, if within this delay the Supplier has not disputed, in writing, the facts of the grievance or has not already paid the Purchaser the amount claimed.

**5.4** In case of any delay in the delivery of the Supply exceeding fifteen (15) days, Purchaser will be entitled to claim compensation for its entire loss, deduction made of the late delivery liquidated damages paid in accordance with article 5.3, in the event, amongst others, of a claim from a Final Customer against Purchaser resulting directly or indirectly from a late performance by Supplier of its obligations.

**5.5** The Parties expressly agree that the terms of the Sections 5.3.1 and 5.4 may be adapted by the Parties in each Order.

**5.6** In the event of early delivery of more than five (5) days or excessive quantity, the Purchaser reserves the right either (i) to accept the Supply, or (ii) to make the Supply available to the Supplier at the Supplier's own risk, or (iii) to return the Supply at the Supplier's own cost and risk.

**5.7** Without prejudice to the foregoing, the Purchaser also reserves the right to terminate the Order as from the tenth (10th) day of delay under the terms and conditions referred to in Section 24.1 "Termination" below, without any indemnity being due to the Supplier, subject to a five (5) days period prior written notice to deliver the Supply, which remains unperformed.

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## 6 / ACCEPTANCE

**6.1** The contractual documents may provide an acceptance procedure for the Supply, possibly in several phases: preliminary acceptance, provisional acceptance and final acceptance. The Purchaser reserves the right to refuse the Supply when the related Documentation is incomplete or is non-compliant with the contractual documents provisions.

In the event the Supply is related to Works, the acceptance is the act by which the Purchaser formally accepts the piece of work with or without reservation, in accordance with Article 1792-6 of the French Civil Code.

Preliminary acceptance: when the contractual documents provide for preliminary acceptance of the Supply at the Supplier's premises, the latter shall provide the Purchaser with a copy of the acceptance trial reports describing the inspection operations carried out, the devices used for this purpose and the results obtained, as well as, when applicable, a copy of the report by the authorised control organization, fifteen (15) calendar days before the date fixed for preliminary acceptance. After satisfactory preliminary acceptance, the Purchaser shall issue a preliminary Acceptance report and shall notify its agreement for the dispatching and delivery of the Supply to its premises.

Provisional acceptance: after installation, assembly, putting into service and sets of trial on the Supply at the Purchaser's premises, provisional acceptance of the Supply shall occur in accordance with the conditions specified by the contractual documents. The provisional Acceptance report corresponds to the commencement of the operational use of the Supply. The transfer of risks and the transfer of ownership of the Supply to the Purchaser shall occur upon its signature.

Final acceptance: it is pronounced after the lifting of any possible reservations and the satisfactory verification of the Supply operation during the period specified in the contractual documents. It gives rise to the signature of final Acceptance report.

**6.2** No acceptance can be considered as tacitly pronounced. Unless otherwise agreed between the Parties, the acceptance or the verification of the conformity of the Supply shall be made within thirty (30) days of delivery.

The issuing of an Acceptance report shall in no event be interpreted as a waiver of any sort, or affect the extent of the warranty or other commitments made by the Supplier hereunder or any legal warranty.

**6.3** The Final Client may participate, carry out or validate the acceptance procedure. In this case, the acceptance pronounced by the Purchaser only becomes final following acceptance by the Final Client.

**6.4** In case of non-conforming Supply to the contractual documents, the Purchaser shall inform the Supplier to allow the latter to inspect the non-conformity within a period of ten (10) days following the notification by the Purchaser. Should the Supplier neither inspect nor dispute the non-conforming Supply within this period, the Purchaser reserves the right, at its option:

- To accept the non-conforming Supply as is, in exchange in particular for a price discount agreed by both Parties;
- To accept it after corrective work at the Supplier's expense, carried out either by the Supplier itself or by the Purchaser (or by a third party appointed by the Purchaser);
- To refuse it, making it available to the Supplier for removal at the latter's own expense and risk within fifteen (15) calendar days of the date of notification of non-conformity by the Purchaser;
- To refuse it and return it to the Supplier, at the latter's own expense and risk, within a period of fifteen (15) calendar days following the notification of non-conformity by the Purchaser.

The non-conforming Supply refused by the Purchaser shall be deemed undelivered and shall give rise to the application of the penalties in accordance with article "Deadlines" above, notwithstanding the Purchaser's right to seek damages due to the non-compliance, and/or to cancel the Order.

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## 7 / TRANSFER OF OWNERSHIP

The transfer of ownership to the Purchaser takes place, notwithstanding any reservation of title clause contained in the Supplier's documents:

- upon delivery at the Purchaser's site with respect to the products or parts elements of the services,
- or, at the signature of the Acceptance report if acceptance is specified in the contractual documents,
- with regard to the Results and/or Works, as and when they are produced.

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## 8 / ENTRUSTED PROPERTY

Entrusted Property is to be reserved exclusively to the performance of the Purchaser's Orders and is deemed to be lent in application of articles 1875 *et seq.* of the French Civil Code.

Entrusted Property remains the property of the Purchaser, of the person who entrusted it to the Purchaser or of the Final Client. It shall be identified as such and stored in such a way as to avoid any confusion with the property of the Supplier or any other third party. Any modification or destruction of the Entrusted Property shall be subject to prior written agreement by the Purchaser.

The Supplier undertakes to send the Purchaser, in December of each year, an inventory of the Entrusted Property which have been placed at its disposal or financed by the Purchaser. When the inventory is not provided to the Purchaser as stated above, the Purchaser may carry out the inventory itself at the expense of the Supplier.

The Supplier undertakes to return the Entrusted Property in the same condition fair wear and tear excepted, upon the Purchaser's first request. At the time that the Entrusted Property is returned to the Purchaser, the Purchaser and the Supplier shall carry out a joint inventory.

The Supplier shall monitor the Entrusted Property and take all adequate measures for protection against theft or damage of any sort. In the event of any direct or indirect interference by anyone to the Entrusted Property, the Supplier shall promptly inform the Purchaser in writing, take all the necessary measures to defend the rights of the owner of the Entrusted Property and ensure that the interference ceases. Should the Supplier have a lien ("*droit de rétention*") granted by law on the Entrusted Property, it shall expressly surrender such lien ("*droit de rétention*") of the Entrusted Property.

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## 9 / PRICE - INVOICING - PAYMENT TERMS

**9.1** Unless otherwise agreed by the Parties in a signed document, the prices stated in the Order are firm and non-revisable, and include all taxes except VAT. These prices include all the costs and expenses incurred by the Supplier for the performance of the Supply, including, if applicable, the right to use the Supplier's Background necessary to use the Supply and the assignment of possible Results and related economic rights ("*droits patrimoniaux*") as well as expenses to travel to the Purchaser's sites.

**9.2** The Parties agree to exclude the application of Article 1195 of the French Civil Code and accept the risks and outcomes resulting from any change of circumstances occurring during the performance of the Order.

**9.3** The Supplier undertakes to invoice the Supply in accordance with the contractual documents and, in any case, not before the delivery of the products, and not before the performance of the services. When an invoicing schedule agreed between the Parties is mentioned in the Order, the Supplier shall comply with it. The Supplier undertakes not to date the invoices before their actual issuance date.

Invoices shall be drawn by the Supplier in accordance with applicable regulations and include, in addition to legal notices, the following elements:

- The Order reference as indicated on such Order (only one Order number by invoice);
- A detailed description of the Supply as described in the Order;
- Details of the bank account into which payment must be made;
- Details (name, phone number, email address) of the representative to contact in case of billing disputes;
- The date and the number of the delivery slip, or the acceptance report or the works report, or any other event leading to an invoice as provided in the Order.

The original invoice must be sent upon being issued to the address indicated in the Order.

The original delivery slip or the original acceptance report or any original document agreed between the Parties and resulting in an invoice will not be sent with the invoice but separately to the Purchaser at the address indicated in the Order.

If the Purchaser and the Supplier agree to have the invoices sent in a dematerialized format, then the Parties will enter into an agreement on the exchange of electronical data.

Any credit note must indicate the invoice reference and the Order related, for accounting purposes.

**9.4** In the event that the Purchaser grants the Supplier advances or down payments on the amount of the Order, payment thereof shall be covered by a first demand guarantee drawn up in accordance with the template enclosed in Appendix 1 or by any other guarantee agreed between the Parties.

With respect to Works, the payment shall be made according to the schedule mentioned in the Order and/or, according to the agreement of the Parties, on monthly statement of Works established from the price schedule (estimate or contract), according to the percentage of completion of Works. Payment on monthly statement of Work is only applicable on the basis of a schedule agreed between the Parties after which the balance is paid following final statement.

Down payments are only granted to the extent that (i) the Works in question require a high level of procurements, and (ii) these down payments do not exceed an amount corresponding to 20% of the pre-tax price of the Works.

Any final payment is only made by the Purchaser once the Supplier has handed over the technical Documentation, the checkings ("*des plans de récolements*"), the maintenance instructions and the Declarations of conformity.

**9.5** The deadline for payment shall be sixty (60) days after the date of issuance of the invoice.

In the event of late payment, late payment interest shall be due starting from the day after the deadline for payment specified on the invoice, without any reminder being necessary. In this case, the interest rate for late payment shall be equal to three (3) times the legal interest rate applicable in France. Furthermore, and in accordance with the law, in case of late payment, the Purchaser is legally bound to pay a lump sum as a recovery charge of an amount of € 40.

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## 10 / WARRANTY - MAINTENANCE

**10.1** The Supplier warrants that the products, subject of the Supply, shall be free from defects in design, in manufacturing or in operating defects as well as against any defects in materials and parts comprising an assembly. The Supplier warrants the proper performance of the services, subject to the Supply, in accordance with the contractual documents.

Unless otherwise agreed between the Parties, the duration of the warranty is two (2) years from the date of the delivery of the Supply, or where an acceptance procedure is provided, from the date of the issuance of the final Acceptance report of the Supply. It shall cover (i) any refurbishment or replacement of the product parts or service correction or (ii) reimbursement of the product or service (except when the Supplier is the Purchaser's sole source). The warranty covers parts, labor, transport and travel. It also includes the cost of disassembly, handling, customs duties and reassembly of parts, and for the Works, the cost of destruction or re-performance the Works. This warranty clause is without prejudice to any damage sustained by the Purchaser.

**10.2** Unless otherwise agreed between the Parties, replacements or repairs of the Supply under the warranty provided in this article shall be performed within a maximum period of forty-five (45) days following the written notice of the defect sent by the Purchaser.

When a Supply includes several subsets, the Supplier shall correct at its own expense any anomaly and damage that may be caused by such defect or malfunction in the other subsets of the said Supply.

**10.3** Any product replaced or repaired or any service corrected shall be guaranteed, under the same conditions as above, until the end of the warranty period and in any case during a period of six (6) months from the time of the repair/correction. In the event the Supplier does not perform its warranty duties, the Purchaser reserves the right to perform or have a third party perform the necessary works at the Supplier's expense.

**10.4** When the Supply is related to Industrial Equipment:

During the warranty period, the Supplier undertakes to send a technician free of charge within two (2) days and ensures that the equipment is operational again within five (5) business days from notification of the Supply failure by the Purchaser to the Supplier. In the event of delays in implementing the warranty, the Purchaser may apply automatically and without prior notification, a penalty of 0.2% of the Supply's price concerned by the failure per late business day. This penalty shall be capped at 15% of the total amount without VAT of the said Supply.

**10.5** If applicable, when the Supply is related to Works:

The acceptance, as defined in Article 1792-6 of the French Civil Code is the starting point of the legal warranties, including but not limited to the perfect completion of the works warranty ("*la garantie de parfait achèvement des ouvrages*"), the works and incorporated equipment decennial warranty ("*la garantie décennale pour les ouvrages et équipements incorporés*"), and the proper operating order of the equipment not incorporated to the building warranty ("*la garantie de bon fonctionnement des équipements non incorporés au bâtiment*").

**10.6** When the Supply is related to Industrial Equipment, the following provisions shall apply:

The Supplier shall propose to the Purchaser, at the latest at the time of the Industrial Equipment delivery, a contract defining the maintenance conditions for the Industrial Equipment at the end of the warranty period. This maintenance contract shall provide, in particular: (i) the regularity and type of verifications carried out during preventive maintenance visits by the Supplier, (ii) the breakdown response times for which delays will be sanctioned by a penalty corresponding to 0.1% of the purchase price of the Supply with the breakdown per late business day, being specified that this penalties shall be capped at 15% of the total amount without VAT of the maintenance contract, (iii) the price of the maintenance and the conditions for annual revision of this price, (iv) the prices and delivery times for spare parts, (v) the Supplier's guarantee with respect to the maintenance



services, (vi) the period of time during which the Supplier undertakes to provide the maintenance services and the supply of spare parts, this period shall not being less than five (5) years starting from the date on which the maintenance contract takes effect.

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## 11 / CONTINUITY

The Supplier shall inform the Purchaser at least twelve (12) months in advance of any production stoppage or withdrawal from its catalogue of the Supply.

When a Supply involves Industrial Equipment, the Supplier shall be able, for a minimum period of ten (10) years starting from the date of the final Acceptance report, to supply all spare parts, components and other necessary elements for the use of the Supply.

For the Supply Order whose implementation is staggered over time, the Supplier undertakes to implement a business continuity plan aimed at defining measures to be taken to keep running the performance of the Order upon the occurrence of an event likely to prevent its performance.

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## 12 / INTELLECTUAL PROPERTY

### 12.1 Background

**12.1.1** Each Party shall remain the sole right holder of its Background, without prejudice to third parties' rights.

**12.1.2** If Purchaser's Background is necessary to the performance of the Order, the Purchaser grants to the Supplier, for the duration of the Order and for the sole purpose of its performance, a personal, non-exclusive and free of charge right to use this Background. The Supplier undertakes not to use, copy or reproduce, whether entirely or partially, this Background, for any purposes other than the performance of the Order. This right to use the Purchaser's Background may be extended to the Supplier's subcontractors performing part of the Order, subject to Purchaser's prior written consent.

The Supplier undertakes not to modify in any way the Background granted by the Purchaser for the performance of the Order, without the Purchaser's prior written consent. In any case, the Supplier undertakes not to acquire any intellectual property rights deriving from or based on the Purchaser's Background.

**12.1.3** If Supplier's Background is necessary to use and/or to operate the Results, the Supplier grants to the Purchaser, for the legal duration of intellectual property rights and for all the countries in the world, a non-exclusive, irrevocable, transferable and free of charge right to use and/or operate this Supplier's Background, with the right to sublicense. The Purchaser undertakes not to use this Background for any other purpose than the use and/or the operation of the Results. In any case, the Purchaser undertakes not to acquire any intellectual property rights deriving from or based on the Supplier's Background.

If a software is part of the Supplier's Background and is necessary to use and/or to operate the Results, the Supplier undertakes to deposit such software's source codes to the French "*Agence pour la Protection des Programmes*", under a registration number which shall be communicated to the Purchaser. If the Supplier ceases to operate the software, or if it ceases its activity and such activity is not taken over by a third party, the source codes of this software will be made available to the Purchaser under reasonable terms and conditions and the Purchaser will be vested with the right to use them for the purpose of using and/or operating the Results.

If the Supplier assigns or transfers to a third party its rights on such Background or if this Background belongs in whole or in part to one or several third party(parties), the Supplier shall obtain an undertaking from this(these) third party(parties) that it(they) will grant the Purchaser the same rights as those provided by this article.

The financial compensation for these rights granted to the Purchaser is included in the Order's price.

### 12.2 Property of the Results deriving from the Purchaser's Background and/or Specifications

**12.2.1** The Supplier transfers, exclusively to the Purchaser, the ownership of the entire Results and related economic rights ("*droits patrimoniaux*") as and when they are produced. Consequently, the Purchaser will, as the owner, be allowed to freely operate, license and transfer the Results in the most extensive way and in any country in the world, on any media, in any format and for any purpose.

If the Results are a software, the Supplier undertakes to make available to the Purchaser the source codes of such software developed with the framework of the Order.

It is specified that for Results that could be subject to a copyright protection (in particular software), the economic rights ("*droits patrimoniaux*") transferred to the Purchaser by the Supplier include the display, reproduction, translation, adaptation, modification, marketing, use, retention, and duplication rights and more generally all operating rights for any purpose and for the duration of the legal protection period of economic rights ("*droits patrimoniaux*").

If the Results are a creation or an invention that can be protected by an intellectual property right, the Supplier undertakes to grant the Purchaser – and consequently to make its employees, as well as any third parties it could rely on, grant to the Purchaser – all necessary powers to file under the Purchaser's name, in France or in any other country, any patent or any intellectual property right whatsoever in relation with such creation or invention. In such case, the Purchaser will indicate the name of the inventors and the Supplier will bear, at no additional cost for the Purchaser, the expenses of any additional payment to its employees and/or to any concerned third parties for such creation and invention.

The Supplier undertakes not to use the Results in any field where Group Companies operate, such fields being determined in the registration documents ("*document de référence*") filed annually before the French financial market authority ("*Autorité des Marchés Financiers*"), except if the Purchaser gave a prior written consent and such use is made in accordance with the terms and conditions to be set by agreement between the Parties.

**12.2.2** The Supplier may be allowed to use the Results in any other field than the ones where Group Companies operate, provided that:

- The Supplier shall notify the Purchaser by prior written notice of its request to use the Results, such request indicating the field(s) of activity in which it intends to operate, and
- The Supplier and the Purchaser shall sign a licensing agreement setting the terms and conditions for such use. If the Results are derived from an Order related to a Supply for the French State, the Supplier shall pay any royalties to the French State as provided by the French Procurement Contract Code ("*Code des Marchés Publics*") for the marketing of products and services deriving from such Results.

**12.2.3** This Article 12.2 is not applicable whenever the Supply is not performed on the basis of Purchaser's Background and/or Specifications.

### **12.3 Warranties**

**12.3.1** The Supplier warrants that it is the holder of the intellectual property rights to the Results and, as such, shall hold harmless the Purchaser against all claims from third parties in relation to these rights.

In addition, the Supplier warrants that it holds all the rights transferred to the Purchaser in application of article 12.1.3 of these General Purchasing Conditions.

If the Supplier intends to use "free" or "open source" software that could impact on the use of the Supply and/or the operation of the Results, it must obtain the Purchaser's prior written consent after justifying with documentation the use of such software and indicating in particular the licensing terms and conditions as well as their consequences. In any case, the use of such "free" or "open source" software cannot reduce the warranties provided by the Supplier nor can it limit or exclude the Supplier's liability in the context of the performance of the Orders.

**12.3.2** The Supplier shall indemnify and hold harmless the Purchaser against its acts and all the consequences of intellectual property claims from third parties (including but not only its personnel, individuals under its authority, authorised subcontractors etc.) which may be filed against the Purchaser in relation to the use or operation of the Supply. The Supplier undertakes to provide technical support to the Purchaser pursuant to these legal actions and to reimburse any cost – including legal fees, compensations, damages, expenses – incurred to the Purchaser and any fines, which may result from them.

Furthermore, at the option of the Purchaser, the Supplier shall, at its own cost, and without prejudice to the Purchaser's right to seek compensation, either (i) obtain the right to continue using the Supply, or (ii) replace or modify it in order to put an end to the infringement of the third party rights referred to above, while ensuring the functions provided by the contractual documents or (iii) reimburse the Supply.

However, the warranty will be excluded when the third party's claim for infringement is the direct consequence of the use of the Supply in combination with another product without the agreement of the Supplier or on any use thereof which does not comply with the Documentation and the contractual documents.

**12.4** The obligations set in this article will remain in force after expiry or termination of the Order, notwithstanding the cause of such expiry or termination.

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## 13 / LIABILITY - INSURANCE

**13.1** The Supplier is liable for any damage or loss sustained by the Purchaser or any third party as a result of non-performance or improper performance of the Order. Consequently, the Supplier shall indemnify the Purchaser for any loss or damage sustained by the latter, including the cost of repair and/or replacement that would result from any damage or loss to Entrusted Property. Any assistance the Purchaser may give to the Supplier, for the performance of the Supply or the controls the Purchaser may organize, shall not in any way exempt the Supplier from its liability as regards to the Supply.

**13.2** The Supplier undertakes to take out and maintain in effect the necessary insurance policies from reputedly solvent companies and up to an amount commensurate with the risks and liabilities incumbent upon it under ordinary law provisions and its contractual commitments.

In particular, the Supplier shall take out a civil general and professional liability insurance policy ("*assurance responsabilité civile générale et professionnelle*") covering, for the duration of the Order:

- Its professional activity in general;
- Its activity on work places for the missions and works entrusted by the Purchaser;
- Damage of any sort caused to third parties;
- Damage caused to goods/items entrusted by the Purchaser, after being handed over by the latter and for as long as the Supplier has it.

The Supplier shall provide proof, at the Purchaser's first request, of the validity of the insurance policies it has taken out by producing certificates issued by its insurers, indicating the type and amount of guarantees granted. The Supplier shall annually produce certificates confirming the renewal of its policies for the following period, for as long as its contractual obligations remain in force. In the case of insufficient coverage, the Purchaser shall have the right to require that the Supplier take out additional coverage.

It is further stated that when the Entrusted Property by the Purchaser to the Supplier is located at the Supplier's premises, the latter undertakes to take out on behalf of the Purchaser an insurance policy such as a "comprehensive industrial risk insurance policy" ("*Tous Risques Industriels*") or a comprehensive risk on damage to goods and profit loss insurance policy ("*Multirisques dommages aux biens et perte d'exploitation*") covering any damage to the Entrusted Property by the latter, whatever the cause of damage. The Purchaser will be named as an additional insured party in this policy that will come into effect at the first euro. Any insurance of the Purchaser shall only be a complement to the guarantee of the insurance policy taken out by the Supplier.

Neither the presentation of insurance certificates by the Supplier nor the content of the insurance policies (limitations or excess) taken out shall be invoked against the Purchaser or limit the Supplier's liability.

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## 14 / COMPLIANCE WITH LABOR REGULATIONS

The Supplier guarantees that it complies with the labor legislation to which it is subject. It also guarantees that the Supply shall be performed in compliance with the labor laws in force in the countries in which the Supply is performed.

In particular, if the Supply is performed in France, the Supplier undertakes to comply with the labor law relating to concealed work (Articles L.8222-1 *et seq.* and Articles R.8222-1 *et seq.* of the French Labor Code) and foreign labor (Articles L.8253-1 *et seq.* and L.8254-1 *et seq.* in the French Labor Code). Depending on whether it is domiciled in France or abroad, the Supplier undertakes to submit to the Purchaser on the date of the Order and in any case before the beginning of the performance of the Supply, then every six (6) months until the Order is performed either the documents indicated in Articles D.8222-5 *et seq.* and D.8254-1 *et seq.* of the French Labor Code or the documents indicated in Articles D.8222-7 and 8 *et seq.* and D.8254-3 *et seq.* of the French Labor Code.

Furthermore, if the Supplier posts its employees in accordance with articles L. 1262-1 and L. 1262-2 of the French Labor Code, it shall inform the Purchaser before performing the Order and shall provide proof that it fulfilled the legal obligations of article L.1262-2-1 of the French Labor Code. The Supplier also undertakes to comply with the legislation regarding minimum salary, as well as the regulation requiring posted employees to benefit from housing conditions respectful of human dignity.

A letter template to be completed by the Supplier including the list of documents required from it under the French Labor Code, depending on whether it is domiciled in France or abroad, is provided in Appendix 3.

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## 15 / COMPLIANCE OF THE SUPPLY WITH REGULATIONS AND STANDARDS

Through the performance of the Order, the Supplier guarantees to the Purchaser the compliance of the Supply with the regulations and standards in force in the country where the product or service, subject of the Supply, is delivered or rendered to the Purchaser and in any other country where the Supplier has been informed that the Supply will be used.

For this purpose, the Supplier shall hand over upon delivery or undertake to hand over at first demand by the Purchaser, the certificates required by the applicable regulations and relating to the Supply.

In addition, the Supplier shall:

- put in place all necessary measures when implementing its supply chains relative to the following minerals:
  - o tantalum,
  - o tin,
  - o tungsten,
  - o gold,

in order to guarantee that the above minerals are not sourced from suppliers that could be linked in any way— with armed conflicts or finance them directly or indirectly, and

- hand over upon request from the Purchaser the duly filled-in RMI (Responsible Minerals Initiative) declaration concerning the minerals origin, or any other document required by a Recognized Authority.

Irrespective of the place in which the Supply is produced or rendered (in France or abroad), the Supplier also warrants that the Supply will comply with applicable legal provisions and regulations to quality requirements and standards, including health, hygiene, safety, traceability of products and protection of the environment.

The Supplier warrants the Purchaser that the Supply is compliant with the REACH and RoHS regulations in their latest version in force.

Unless agreed in writing, any delivery of Supply which percentage of substances regulated by REACH or RoHS exceeds prohibited or warning thresholds is not authorized.

The Supplier undertakes to release to the Purchaser upon the delivery of the Supply all information it has to enable the safe use of the Supply.

The Supplier undertakes to inform the Purchaser of any modification of applicable legal provisions and regulations and standards, which affect the conditions in which the Supply is delivered or performed.

The Supplier warrants that the products or services delivered by its company, or by one of its affiliates, have not been produced by children labour, nor forced or compulsory labour and are not linked to any other human rights violation.



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## 16 / SUPPLY'S PERFORMANCE AT THE PURCHASER'S SITE

When the Supply is performed in whole or in part at one of the Purchaser's sites, the Supplier undertakes to comply with the following provisions:

The Supplier will forward in advance a list with the names of the members of its personnel that may need an access to the Purchaser's site, the Purchaser reserving the right to refuse any person access to its site for security reasons. The Supplier will take the necessary measures to ensure that if any persons have to be replaced, this will not jeopardise the performance and the quality of the Supplies.

The Supplier shall respect and ensure that its personnel and any subcontractor respect the rules to access to the site, security requirements, including in relation to information technology (IT), confidentiality rules, as well as the provisions of the internal rules of conduct which apply to all persons within one of the Purchaser's premises as employees of an external company, including hygiene and safety rules and general working conditions.

The Supplier shall, in particular, comply with the provisions of the French Labor Code relating to hygiene and safety applicable to "work carried out within the premises by an external company". The Parties agree that the prevention plan provided by these provisions shall be implemented before the performance of the Order.

When necessary, the Purchaser will make available to the Supplier premises that will be allocated to enable it to intervene without disrupting the Purchaser's organization. The Supplier will be able to place its equipment there, including in particular computer equipment (PCs, workstations, office furniture, etc.) necessary for the performance of the Supply that is subject of the Order. The disposal of the premises will end once the Order has been performed, or if the Supplier's presence in the Purchaser's premises is no longer justified. The Supplier will retain full and entire ownership and custody of equipment, software and software programs belonging to it that it has occasion to use and/or store at the Purchaser's site.

The Purchaser may also:

- provide the IT services strictly necessary for performance of the Order in accordance with procedures and terms and conditions that it will define on a case by case basis in order to preserve the security of its IT systems;
- provide access to its internal messaging system and to a directory for the exchange of data with the Supplier, in accordance with the conditions defined in Appendix 2.

When the Supplier is authorised to access the Purchaser's information system, this authorization is strictly limited to perform the Order. The Service Provider shall in all events respect the Group's Information System Utilization and Security Charter and all other instructions provided

Should the Supplier's personnel be present on the Purchaser's site, the Supplier shall appoint a project manager having hierarchical and disciplinary authority over its personnel.

Each member of the Supplier's personnel present at the Purchaser's site must, on request, state its name, the context of its mission, and the name and contact details of the Supplier's project manager.

Upon the completion of the Supply at the Purchaser's site, the Supplier's personnel must:

- Return to the Purchaser's security manager the badges and other means of access that have been given to the latter,
- Where applicable, return to the department concerned the words, codes and keys used to access the hardware and software allocated to the latter,

- And more generally, return all information, documents and other items which have been supplied to the latter for the performance of the Order.

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## 17 / SUPPLIER'S PERSONNEL

The Supplier is solely responsible for the administrative, accounting and labor management and supervision of its personnel assigned to the performance of the Order.

The Supplier will expressly retain hierarchical and disciplinary authority over its employees, including during the time when they are present at the Purchaser's site.

The Supplier alone is responsible for the definition of the profile and the appointment of the members of its personnel that it assigns to the performance of the Order. It certifies that throughout the performance of the Order, the members of its personnel assigned to the task will be competent, qualified and sufficient in number to ensure that the Supply is in compliance with the contractual documents.

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## 18 / CONFIDENTIALITY

**18.1** The Supplier shall keep confidential all information received from the Purchaser in connection with the Order, as well as all information the Supplier might have access as a result of its presence at the Purchaser's premises or another Group Company, without the Purchaser having to specify or mark such information as confidential ("Confidential Information"). The Results shall be regarded and treated as Confidential Information belonging to the Purchaser.

**18.2** Confidential Information shall remain the property of the Purchaser, subject to the rights of third parties. The disclosure of Confidential Information by the Purchaser shall in no event be interpreted as granting or conferring upon the Supplier, expressly or implicitly, any right whatsoever (under a license or by any other means) in respect to this Confidential Information.

**18.3** The Supplier undertakes to:

- Use Confidential Information exclusively for the purposes contemplated in the Order;
- Disclose Confidential Information only to those of its employees for whom it may be strictly necessary for the purposes contemplated in the Order and then only a "need to know" basis;
- Not disclose Confidential Information or make it available, either in full or in part, to any third party without the prior written consent of the Purchaser;
- Ensure that the confidentiality obligations incumbent upon it under the present article "Confidentiality" are complied with by its employees and other persons authorised by the Purchaser to access Confidential Information.

**18.4** Nevertheless, the confidentiality obligations shall not apply to any Confidential Information which:

- Is already in, or it had entered the public domain prior to its disclosure or after it, otherwise than through the fault of the Supplier;
- Is already known or available to the Supplier at the date of receipt of Confidential Information, as evidenced by written records of the Supplier;
- Is lawfully obtained by the Supplier from third parties, with full rights of disclosure, as evidenced by written records of the Supplier.

**18.5** Should the Supplier be required to disclose Confidential Information of the Purchaser, pursuant to a mandatory or a judicial or administrative decision, the Supplier shall immediately inform the Purchaser of such request. In addition, the Supplier shall ask the persons and entities to which the Confidential Information is disclosed to treat it as confidential.

**18.6** In the event of termination of the Order for whatever reason, the Supplier undertakes to return Confidential Information immediately to the Purchaser and/or to destroy any medium containing in whole or in part of Confidential Information. The Supplier shall provide a statement certifying the aforementioned complete return or destruction. The return or destruction of Confidential Information shall not release the Supplier from its confidentiality obligations under this article.

**18.7** Any and all classified Confidential Information disclosed by the Purchaser shall be identified as such at the time of its disclosure. The protection and use of classified Confidential Information shall be in accordance with the security procedures issued by the authorities concerned.

**18.8** The Supplier undertakes not to publish any article or advertisement relating to the Order and/or to the Supply and/or any other information in connection with its business with the Purchaser without the latter's prior written consent.

**18.9** Unless otherwise provided for in the Order, the confidentiality obligations provided in this article shall remain in full force and effect throughout the Order's performance and for a period of ten (10) years from the end of the warranty period of the Supply, it being specified, however, that with regards to Results that are the subject of intellectual property rights, the obligation of confidentiality will remain in force throughout the entire duration of performance of the Order and throughout the entire legal duration of protection relating to intellectual property rights.

**18.10** If Confidential Information that is the property of a third party is disclosed to the Supplier, any more restrictive confidentiality requirements that may be imposed by this third party will be passed on to the Supplier.

**18.11** In order to ensure the security of the Purchaser's Confidential Information and the media containing it, the Supplier will take all necessary measures to ensure its protection, in particular by using computer access controls and encryption of the Confidential Information.

If required by the level of confidentiality, the Purchaser will notify the Supplier that it must consider the Confidential Information as being the subject of "Confidential Industry" ("*Confidentiel Industrie*"), and must handle it as such in accordance with the ministerial order ("*arrêté*") of November 30th, 2011 about the protection of national military secrets.

**18.12** The Purchaser undertakes to respect the same obligations of confidentiality regarding the information issued by the Supplier and expressly marked as confidential. It is specified that the information to which the Purchaser could have access during visits of the Supplier's premises are considered confidential. These confidentiality obligations are subject to the exceptions of article 18.4 abovementioned (the word "Supplier" being replaced by "Purchaser" in this article).

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## 19 / OFFSET

If, throughout the performance of the Order, the Supplier uses products or services from countries with which the Purchaser has, directly or indirectly, contracted offset obligations, the Supplier shall, at the Purchaser's request, use its best efforts to ensure that the value of its orders can be taken into account by the competent offset authorities within the framework of the Purchaser's obligations mentioned above.

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## 20 / FORCE MAJEURE

Each Party shall inform the other Party immediately, with confirmation by written notice, no later than five (5) calendar days after the occurrence of force majeure preventing it from performing its obligations under the contractual documents.

The obligations whose performance is rendered impossible by the occurrence of an event of force majeure shall be suspended for the duration of this event, subject to the provisions of the article "Termination".

The Party invoking force majeure undertakes to take every measure possible to limit the prejudicial consequences of this event for the other Party.

For the application of this clause, only an event meeting simultaneously all the conditions described hereinafter shall be considered an event of force majeure:

- a) This event must be beyond the control of the Party invoking force majeure;
- b) This event could not have been reasonably foreseen when the Order was issued;
- c) The outcome of such event could not have been avoided with appropriate measures;
- d) This event prevents the Party invoking force majeure from performing its obligation.

The Supplier shall not be able to invoke delays on the part of its own suppliers or subcontractors unless the cause for these delays may be considered an event of force majeure under this clause.

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## 21 / TRANSFER - ASSIGNMENT - SUBCONTRACTING

**21.1** The Purchaser having chosen the Supplier *intuitu personae* and in consideration of its specific abilities, the Supplier undertakes not to transfer or assign all or part of the Order to any third party without the prior written consent of the Purchaser, including in the event of merger, split-up or partial contribution of assets. If such authorization is granted, the assignee or transferee will be considered as the Supplier and, as such, shall be subject to all the conditions contained in the contractual documents.

This provision does not prohibit the Supplier from assigning to a third party debts held by the Purchaser.

The Purchaser reserves the right to transfer or assign all or part of the Order to any Group Company, or in the event of merger, split-up or partial contribution of assets, to any third party of its choice, upon written notification to the Supplier. The Supplier grants to the Purchaser the right to such transfer or assignment and agrees that the assignee or transferee is the sole responsible of and liable for the performance of the Order – such liability and responsibility beginning at the notification of transfer or assignment – and that the Purchaser is consequently released from its contractual obligations arising after the date of such transfer or such assignment.

**21.2** The Supplier undertakes not to subcontract all of the Order. Moreover, the Supplier undertakes not to subcontract part of the Order to a third party in any way without the prior written agreement of the Purchaser. When the Supplier is authorised to subcontract, it undertakes to pass on the obligations contained in the contractual documents to its subcontractors. The Purchaser may, if necessary, approve in writing the subcontractor's payment terms at the request of the Supplier. Notwithstanding the approval of the Purchaser to the Supplier's subcontracting of the performance of the Order, or to the choice of the subcontractor and its payment terms, the Supplier shall remain solely liable to the Purchaser for the performance of the Supply subcontracted. No default of its subcontractors shall exclude or limit the Supplier's liability.



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## 22 / EXPORT CONTROL

**22.1** The Parties agree to comply with export control laws and regulations that are applicable to the Supply (including its components), as well as to the software, information and products that the Parties may exchange within the framework of the performance of the Order. It is reminded that the Supply containing cryptographic elements are likely to be subject to special provisions under, including but not limited to, French and US regulations.

**22.2** Each Party undertakes to inform the other Party of the export control classification concerning the elements hereinabove, and undertakes to notify it of any changes to – or any plans to change – this classification no later than fifteen (15) days after receiving notice of said change.

**22.3** The Supplier agrees to comply with any and all laws, codes, regulations, decrees, orders, decisions, rules or requirements of any nature relating to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions, (“Sanctions Laws”), including without limitation, those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce's Bureau of Industry and Security (“BIS”), the United Nations, Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or any other relevant sanctions authority (“Sanctions Authority”).

The Supplier represents and warrants that:

- (i) none of the Supplier, its Affiliates nor any of their respective directors, officers or employees are subject to any sanctions administered by any Sanctions Authority;
- (ii) it will not engage in, or be a party to, any transaction or activity:
  - a. with an individual or entity that is the subject of any sanctions administered or enforced by any Sanctions Authority (“Restricted Person”);
  - b. with a person who is directly or indirectly associated with any Restricted Person; or
  - c. that is for the benefit of any Restricted Person;
- (iii) it will not engage in any activity which would amount to a breach of any Sanctions Laws;
- (iv) it will notify the Purchaser immediately in writing in the event that any of the warranties provided in paragraphs (i) to (iii) above are no longer accurate; and
- (v) it has adopted and will continue to maintain written policies and procedures designed to achieve, and which are reasonably expected to continue to achieve, compliance with the Sanctions Laws.

During the term of the Agreement and for a period of one (1) year thereafter, Supplier agrees to permit the Purchaser's access to all documents and information deemed necessary by the Purchaser to verify the Supplier's compliance with the terms of this Section and the Sanction Laws. The Supplier shall cooperate fully and within a maximum of thirty (30) days of receiving a request from seeking such access. The Purchaser shall use and retain the documents and information provided by the Supplier solely for the purpose of verifying the Supplier's compliance with the terms of this Section and the Sanction Laws.

**22.4** In the event that the export or re-export of all or part of the Supply is subject to obtaining an export license, or an export authorization, the Supplier undertakes to apply to the competent government authorities, at no cost to the Purchaser, for any license or governmental authorization necessary to enable the Purchaser to use the Supply and to deliver such to customers or to any other final user specified by the Purchaser to the Supplier. The Supplier undertakes to immediately notify the Purchaser of the issuance of the export license by the competent government authorities or of the existence of a dispensation, and to provide it with a copy of said license or a certificate describing in particular any restrictions applicable to the re-export or re-transfer by the Purchaser of all or part of the Supply to a third party. It is specified that notice by the Supplier to the Purchaser of the classification of all or part of the Supply and the issuance of the export license described hereinabove constitute conditions precedent to the Order coming into force.

**22.5** The Supplier undertakes to implement all necessary security measures to prevent the transfer, by any means whatsoever, of information provided by the Purchaser and identified as being subject to applicable laws and

regulations on export control to any person not authorised to access such information, by dispensation or by an export license granted by the competent government authorities.

**22.6** Should the export license be withdrawn, not renewed or invalidated for reasons attributable to the Supplier, the Purchaser reserves the right to automatically terminate the Order, without prejudice to its right to claim compensation for the damage sustained by this breach.

**22.7** Should it fail to meet its export control obligations, the Supplier will be bound to compensate for any damage caused to the Purchaser and its customers in connection with the performance of the Order or the use or operation of all or part of the Supply. Furthermore, the Supplier undertakes to take charge of the defense of the Purchaser and/or its customers in the event of any action or legal proceedings taken by competent authorities relating to export control as well as all consequences, including fees, expenses and damages that may be incurred by them.

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## 23 / ETHICS

Each Party shall conduct its business in compliance with the Idemia Code of Conduct as mentioned in Appendix 4 hereto as well as with all applicable anti-corruption, anti-bribery and anti-money laundering laws.

Each Party shall employ best efforts to establish policies and procedures to prevent offences related to anti-corruption, anti-bribery and anti-money laundering laws.

In the context, none of the Parties shall make any payments or transfers of anything of value to the other Party that may have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

Each Party hereby covenants and undertakes to the other Party that it shall have and maintain adequate anti-bribery processes and procedures in place. Each Party shall enforce and maintain its own group anti-bribery policies and procedures to ensure compliance with applicable anti-bribery laws and shall provide a copy of such policies and procedures to the other Party on request.

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## 24 / TERMINATION

**24.1** Either Party shall be entitled to terminate the whole or part of the Order as of right by registered letter with acknowledgement of receipt in the following cases:

- When the other Party fails to perform any of its contractual obligations and does not cure such breach within fifteen (15) days from receipt of formal notice thereof sent by registered letter with acknowledgement of receipt;
- When the other Party becomes the subject of judicial protection, receivership or liquidation, subject to public policy provisions;
- when the Supplier fails to deliver the Supplies in accordance with the contractual deadlines, as from the tenth day of delay subject to five (5) days written notice remaining un-remedied
- When the other Party did not perform its obligations because of a force majeure event (i) the duration of which exceeds one month from the date of notification to such other Party thereof, or (ii) causing a delay justifying the termination of the Order, or (iii) permanently preventing the performance of the Order;
- When provided by law or any regulation in force.

**24.2** In addition, the Purchaser shall be entitled to terminate the Order as of right by registered letter with acknowledgement of receipt sent to the Supplier, in the following cases:

- With immediate effect and without prior notice when the Supplier fails to comply with any of its obligations set forth in articles 14 (“Compliance with Labor Regulations”), 22 (“Export control”) and/or 23 (“Ethics”) of these General Purchasing Conditions and more generally in case of any breach by the Supplier of any of its contractual obligations which cannot be remedied;
- After a prior formal notice sent by registered letter with acknowledgement of receipt and which has remained unheeded for thirty (30) days if the Supplier did not deliver to the Purchaser the insurance certificates as required by article 13.2;
- Subject to a thirty (30) days’ written notice when one of the Purchaser’s competitors or a competitor of any other Group Company acquires the control of the Supplier’s capital;
- Subject to a thirty (30) days’ written notice, in the event of a major change in the industrial organization of the Supplier that could jeopardise the proper performance of the Order (e.g. transfer of production).

**24.3** In the event of termination of the Order by the Purchaser for default attributable to the Supplier, the Purchaser reserves the right to perform or have a third party perform all or part of the Order at the expense of the Supplier. In this respect, the Supplier undertakes, at the request of the Purchaser, to provide the latter or any third party designated by the Purchaser with all the elements necessary to perform the Supply.

**24.4** Upon the expiration of the Order, or following its termination for any reason whatsoever, the Supplier shall return, within eight days and at its cost, to the Purchaser the Entrusted Property and any Documentation which has not yet been provided.

**24.5** In all the cases of termination notwithstanding the reasons, each Party shall still be required to comply with all its contractual obligations until the effective date of termination, without prejudice to any damage that the non-defaulting Party may be able to claim as compensation for the damage incurred as a result of the non-performance by the defaulting Party of its obligations set forth in the contractual documents.

Furthermore, if the Supplier is the Purchaser’s sole source, the Purchaser may postpone the date of termination until an alternative source of supply has been implemented, in which case the Supplier undertakes to maintain the performance of the Orders in accordance with the contractual terms and conditions.

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## 25 / MISCELLANEOUS

The particularly sensitive nature of the Purchaser's business activities may result in specific requirements regarding security. As a result, and in accordance with the ministerial order ("*arrêté*") of November 30th, 2011 about the protection of national military secrets, the Supplier may be required, before the start of the performance of the Order, to sign either a special "sensitive" contract, or one with custody of classified and secret information, or one with access to classified and secret information.

Both Parties undertake to comply with the national and European regulations regarding data protection and in particular to only use personal data for the purpose of performing the Supplies, to implement all the necessary measures of security and confidentiality in order to protect this type of data, to ensure the compliance of potential transfer outside the European Union, to delete said data at the expiry of the retention period agreed between the Parties and to reply to any request from data subjects. Furthermore, each Party undertakes to give notification to the other Party in case of any security breach that may have consequences on the data processing.

Neither Party's failure to exercise or delay in exercising any of its rights with respect to the contractual documents shall be construed or be deemed a waiver of these rights.

Should any provision of the contractual documents be held to be invalid, the remainder shall continue to be valid and enforceable. The Parties shall then seek to replace this provision with a valid provision in order to maintain the contractual balance.

The Supplier acts in its own name and on its own behalf as an independent entrepreneur. The Supplier has neither the power nor the authorization to enter into any commitment whatsoever in the name and for the account of the Purchaser. No provision of the contractual documents may be construed as creating an agent/principal, parent/subsidiary or employer/employee relationship between the Supplier and the Purchaser.

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## 26 / APPLICABLE LAW - JURISDICTION

By express agreement between the Parties, the contractual documents are governed by French law, excluding the application of 1980 United Nations Convention on Contracts for the International Sale of Goods.

**All disputes arising out or in connection with the formation, validity, interpretation, performance, or termination or their follow up, of any of the contractual documents shall be settled under the exclusive jurisdiction of the Commercial Court of Paris (“*Tribunal de Commerce de Paris*”), France, notwithstanding plurality of defendants or introduction of third parties. In the event the Commercial Court of Paris lacks subject-matter jurisdiction, any other Court of Paris shall have the jurisdiction to make the disposition of the matter.**

However, the Parties may by mutual agreement decide to have recourse to mediation, before going to court.

NAME OF THE SUPPLIER:

NAME AND TITLE OF THE SIGNATORY:

DATE:

SIGNATURE:

SUPPLIER STAMP:

---

## APPENDIX 1

### FIRST DEMAND GUARANTEE

As part of order *[N°]* (hereafter the “Order”), placed on ...between (name of Supplier, address, trade and companies register) and (name of the Purchaser, address, trade and companies register) for (detail of the Order) for an amount of ....

The undersigned

*[FIRST RATE FRENCH BANK]*

*[FORM]*

With a capital of *[TO BE COMPLETED]*, having its registered office at *[TO BE COMPLETED]*, registered at the Trade and Companies Register of *[TO BE COMPLETED]* under number *[TO BE COMPLETED]* represented by *[TO BE COMPLETED]*, acting as *[TO BE COMPLETED]*, duly empowered for the purposes hereof

Hereinafter referred to as the “Guarantor”

Hereby undertakes, irrevocably and unconditionally, on instructions by and on behalf of:

*[SUPPLIER]*

*[FORM]*

With a capital of *[TO BE COMPLETED]*, having its registered office at *[TO BE COMPLETED]*, registered at the Trade and Companies Register of *[TO BE COMPLETED]* under number *[TO BE COMPLETED]*,

To pay:

*[PURCHASER]*

*[FORM]*

With a capital of *[TO BE COMPLETED]* having its registered office at *[TO BE COMPLETED]*, registered at the Trade and Companies Register of *[TO BE COMPLETED]* under number *[TO BE COMPLETED]*

Hereinafter referred to as the “Beneficiary”,

On first demand by the Beneficiary and immediately any amount up to *[TO BE COMPLETED IN NUMBERS AND IN LETTERS]* Euros, without being able to claim any exception or objection in particular with respect to any contestation or claim by *[SUPPLIER]* in relation to the Order.

This guarantee is independent of any contract between *[SUPPLIER]* and the Beneficiary. Consequently, the modification or cessation of the legal links or relations which may exist between *[SUPPLIER]* and the Beneficiary does not release the Guarantor from its obligations hereunder. All the provisions of this guarantee shall remain in force irrespective of any changes in the financial and/or legal situation of *[SUPPLIER]* or Beneficiary.

This guarantee comes into force on *[TO BE COMPLETED]* and expires on *[TO BE COMPLETED]*, unless extended subject to a request submitted by the Beneficiary to the Guarantor.

Any request for an extension must be made directly by the Beneficiary to the Guarantor and must be granted immediately by the Guarantor, subject to proof of prior notification to *[SUPPLIER]*, and notwithstanding any order to the contrary by *[SUPPLIER]*. However, this extension may not exceed a maximum period of ...months.

This guarantee is in addition to and not as a replacement for any other right that the Beneficiary may claim against *[SUPPLIER]* and must be executed on first demand by the Beneficiary by means of registered letter with acknowledgement of receipt sent to the address of the Guarantor as indicated at the head of this guarantee, indicating that *[SUPPLIER]* has not respected its obligations towards the Beneficiary, and without any intervention by *[SUPPLIER]* or any prior procedure or action against *[SUPPLIER]* being necessary.

All the costs of this guarantee and any subsequent related deeds shall be borne by *[SUPPLIER]*.

In the event of any dispute in relation to this guarantee, exclusive competence is attributed to the Commercial Court of Paris. The validity, interpretation and execution of this guarantee are governed by French law.

Executed in ....., on.....

Title:

*[BANK]*



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## APPENDIX 2

The purpose of this Appendix is to set forth the conditions under which the Purchaser and the Supplier will carry out electronic data interchange (EDI) by means of networks, within the framework of the performance of the Orders.

### A) Definitions

Electronic data interchange (EDI): electronic transfer via a network, from one computer to another, of data in the form of an EDI message.

EDI Message: series of structured segments presented in a form that can be unequivocally read by a computer.

Acknowledgement of receipt: message issued by the recipient of an EDI message acknowledging receipt of the message and its legibility.

### B) Nature of the information exchanged

The information which may be exchanged by EDI is defined in the Orders.

Any other information must be exchanged only through paper medium unless otherwise agreed in writing between the Parties to include it within the field of this Appendix.

### C) Validity and taking into account the EDI content

The exchange of information via EDI is carried out at the time and place that the EDI message is placed at the disposal of the recipient's information system in a complete and legible way.

On receipt of information transmitted by EDI by the recipient's computer, the latter issues an acknowledgement of receipt to the issuer. The recipient is then deemed to have correctly received the information given unless the recipient informs the other Party of a problem in reading or interpreting the data transmitted. Notification of this may be sent by any means.

On no account is the recipient authorised to modify the message received. Any modification must be made by the issuing Party with specific reference to the modification made. Only messages issued by an authorised issuer with the agreed electronic signature are taken into account by the recipient.

### D) Registration and conservation of EDI Messages

The Parties must keep all the EDI messages exchanged, taking all the necessary security measures at their disposal to guarantee their inalterability. In this respect, the Parties undertake to respect a certain number of control procedures such as the conservation of the information sent by EDI in its original form and in chronological order of sending.

The Parties must ensure that the information exchanged by EDI is kept by electronic or computer journals listing all exchanges sent and received and that it is easily accessible. In addition, the Parties must ensure that this information can be reproduced in legible form by man and be printed if necessary in order to constitute, as far as possible, a true and lasting copy of the original.

### E) Admissibility and probative value of the EDI Messages

Each Party agrees that the EDI messages exchanged on the basis of this Appendix and in conformity with the provisions hereunder have a probative value equivalent to that of a paper medium.

As such, the Parties waive the right to contest the authenticity of the information exchanged or oppose the information on the sole basis that the information was exchanged by EDI.

The Parties undertake to accept that, in the event of a dispute, the recordings made of information exchanged by EDI that have been stored may be produced before the arbitration Courts as proof of the facts that they contain, unless otherwise proved.

#### F) Security of EDI Messages

The Parties undertake to set up and maintain security measures and procedures to ensure the protection of the EDI messages against risks of unauthorised access, modification, delays, destruction or loss.

The security procedures and measure include verification of the origin and verification of the integrity. All information exchanged by EDI must identify the sender and the recipient. As such, each of the Parties undertakes to submit to the other party a list of the persons authorised by it to send information by EDI, updating this list each time it is necessary and indicating the applicable electronic signatures.

If the security procedures and measure lead to the rejection of an EDI message or the detection of an error in the message, the recipient must inform the sender of this as soon as possible.

The recipient of an EDI message which has been refused or which contains an error cannot act on the message without authorization from the sender. When a refused or erroneous message is retransmitted by the sender, the message must clearly indicate that it is a corrected message.

In addition, the Parties undertake to set up and maintain the operational environment necessary for EDI operations. As such, the Parties must supply and ensure maintenance for the hardware, software and the services necessary to transmit, receive, translate and conserve EDI messages.

#### G) Confidentiality

The Parties must ensure that the information contained in the EDI messages remains confidential and is not disclosed or retransmitted to any other parties who are not authorised to receive it. They must also ensure that it is not used for any purpose other than the performance of the Orders.

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**APPENDIX 3****LETTER TEMPLATE TO BE PROVIDED BY THE SUPPLIER  
("Contracting Party")****IF THE CONTRACTING PARTY IS REGISTERED IN FRANCE**

Company XXXX

Company YYYY

For the attention of ...

XXX, represented by Mr. ...., ..... (position), duly authorised for the purpose hereof, acknowledges that it is governed by current legislative and regulatory provisions of the French Labor Code and in particular the provisions relative to undeclared labor (Articles L.8222-1 et seq. and R.8222-1 to R.8222-3 of the Labor Code) and foreign labor (Articles L.8254-1 to L.8254-4 of the Labor Code) and undertakes to provide the following documents:

**OBLIGATIONS RELATIVE TO UNDECLARED LABOR: Article D.8222-5 of the French Labor Code**

- *In all cases, a certificate of filing of social security declarations and of payment of the social security dues and contributions provided for in Article L. 243-15, issued by the relevant organization (mentioned by name) responsible for collecting dues and contributions and dated less than six months ago.*

- *When registration on the trade register or the companies register is compulsory or when the profession is regulated, one of the following documents:*

- *A certificate of registration on the companies register (RCS) (i.e. K or K bis form) or an identification card evidencing registration on the trade register.*
- *A quote, an advertising document or a professional letter, provided it contains the name or the company name, the full address and the registration number on the companies register or the trade register or on a list or table of a professional body, or the reference of the accreditation issued by the relevant authority.*
- *A declaration filing receipt issued by an appropriate companies administration center for persons whose registration is in progress.*

**OBLIGATIONS RELATIVE TO FOREIGN LABOR: Article D.8254-2 of the French Labor Code**

- *The list of names of foreign employees employed and requiring a work permit. This list, drawn up on the basis of the single staff register, must specify, for each employee, the date of hire, the nationality and the type and number of the work permit document.*

XXX undertakes to return all of the documents specified above **once every six months** through to expiry of the contracts and/or purchase orders signed with YYYY.

**OBLIGATIONS RELATIVE TO THE POSTING EMPLOYEES: Article L.1262-2-1 of the French Labor Code**

Tick the relevant case

[ ] Company XXXX is not posting any worker in compliance with articles L.1262-1 and L.1262-2 of the Labor Code

[ ] Company XXXX is posting one or several workers in compliance with articles L.1262-1 and L.1262-2 of the Labor Code and, in this respect:

- i. Delivers a copy to the company YYYY of the prior declaration of posting workers made to the labor inspector (“inspecteur du travail”)
- ii. Nominates a representative of the company on the national territory, in charge of ensuring the liaison with the agents mentioned in Article L. 8271-1-2 during the posting

### **IF THE CONTRACTING PARTY IS REGISTERED ABROAD**

[and if the employee(s) perform(s) the Supply in France]

Company XXXX

Company YYYY

For the attention of ...

XXX, represented by Mr. ...., ..... (position), duly authorized for the purpose hereof, acknowledges that it is governed by current legislative and regulatory provisions of the French Labor Code and in particular the provisions relative to undeclared labor (Articles L.8222-1 et seq. and R.8222-1 to R.8222-3 of the Labor Code) and foreign labor (Articles L.8254-1 to L.8254-4 of the Labor Code) and undertakes to provide the following documents:

### **OBLIGATIONS RELATIVE TO UNDECLARED LABOR: D.8222-7 and 8 of the French Labor Code**

- In all cases:

- o *A document mentioning the individual identification number allocated pursuant to Article 286 ter of the French Tax Code or a document mentioning its identity and address or, as applicable, the contact details of its ad hoc tax representative in France;*
- o *A document certifying that the contracting party’s social security situation is in order in compliance with EC regulation no. 883/2004 of 29 April 2004 or an international social security convention and, where so provided by the legislation in the country of establishment, a document issued by the body managing the compulsory social security scheme (mentioned by name) and specifying that the contracting party is up to date with its social security returns and payment of the relating contributions, or any other equivalent document or, failing this, a certificate of filing of social security declarations and of payment of the social security dues and contributions provided for in Article L. 243-15 of the French Social Security Code.*

- *When the company must be registered on a professional register in its country of establishment or incorporation, one of the following documents:*

- o *A document issued by the authorities keeping a professional register or an equivalent document certifying such registration;*
- o *A quote, an advertising document or a professional letter, provided it contains the name or the company name, the full address and the type of registration on the companies register;*
- o *A document issued less than six months ago by the authority responsible for keeping a professional register, certifying that an application for registration has been filed for companies being incorporated.*

### **OBLIGATIONS RELATIVE TO FOREIGN LABOR: Article D.8254-3 of the French Labor Code**

- *The list of names of foreign employees employed and requiring a work permit. This list, drawn up on the basis of the single staff register, must specify, for each employee, the date of hire, the nationality and the type and number of the work permit document.*

The documents and certificates listed above must be written in French or be provided with a French translation.

XXX undertakes to return all of the documents specified above once every six months through to expiry of the contracts and/or purchase orders signed with YYYY.

**OBLIGATIONS RELATIVE TO THE POSTING EMPLOYEES: Article L.1262-2-1 of the French Labor Code**

Tick the relevant case

Company XXXX is not posting any worker in compliance with articles L.1262-1 and L.1262-2 of the Labor Code

Company XXXX is posting one or several workers in compliance with articles L.1262-1 and L.1262-2 of the Labor Code and, in this respect:

- i. Delivers a copy to the company YYYY of the prior declaration of posting workers made to the labor inspector (“inspecteur du travail”)
- ii. Nominates a representative of the company on the national territory, in charge of ensuring the liaison with the agents mentioned in Article L. 8271-1-2 during the posting

In....., on.....

Mr. XXX

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**APPENDIX 4****IDEMIA SUPPLIER CODE OF CONDUCT**

**HEREUNDER ARE THE FUNDAMENTAL PRINCIPLES THAT IDEMIA EXPECTS ITS SUPPLIERS TO UPHOLD**

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## 1 INTRODUCTION TO THE CODE

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### 1.1 PURPOSE

IDEMIA pays special attention to Corporate Social Responsibility (CSR) and recognizes its value in the success of its business and in maintaining the trust of its clients, shareholders, international workforce and other stakeholders. IDEMIA has pledged its support to the Ten Principles of the United Nations Global Compact (UNGC) – the world’s largest corporate citizenship and sustainability initiative, inviting businesses worldwide to align their operations and strategies with ten universally accepted principles in the areas of Human Rights, Labor, Environment and Anti-Corruption.

The purpose of this Supplier Code of Conduct is to convey IDEMIA’s expectations of its suppliers and sub-contractors. It is intended to complement the IDEMIA Ethics Charter, the ethical framework within which IDEMIA conducts its business. The expectations laid out herein are the minimum standards of behavior and practices IDEMIA asks of its suppliers.

Suppliers are required to adhere to and comply with the principles set out in this Supplier Code of Conduct and acceptance forms part of the contractual provisions entered into with IDEMIA. Where a supplier has its own rules of conduct the supplier must demonstrate to IDEMIA that its rules are not in conflict with this Code.

The IDEMIA Supplier Code of Conduct is available to download from the IDEMIA website at <https://www.idemia.com/partnering-value>

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### 1.2 IMPLEMENTATION

IDEMIA will work with its suppliers on the implementation of its Supplier Code of Conduct which is applicable to all suppliers and sub-contractors who provide products or services to IDEMIA. Suppliers are expected to confirm their willingness to observe, respect and apply these fundamental principles and are encouraged to promote good corporate citizenship within their own supply chains. Confirmation of compliance with this Supplier Code of Conduct is a formal requirement, helping to inform sourcing decision making, supporting the contract process and assisting IDEMIA in monitoring suppliers’ corporate responsibility accomplishments to ensure harmony with its own CSR strategy and commitments. IDEMIA has committed to performing an annual assessment of its suppliers’ CSR performance via an online portal, with analysis by third party assessors.

Suppliers should provide all of the information or data required by the provisions of this Code and IDEMIA may visit suppliers’ facilities, with notice, to assess compliance with this Code. Should IDEMIA identify, through assessment, reviews or audit, or be made aware of through other means a supplier’s non-conformity with the principles laid out in this Code IDEMIA has the right to request corrective actions for timely correction of deficiencies. Failure to rectify non-conformities within the agreed time limit, or continued breach of the Code may result in IDEMIA terminating the contract with this supplier.



## 2 ETHICAL BUSINESS PRACTICES

### 2.1 LAWS AND REGULATIONS

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA respects the laws of the countries in which it operates and expects employees to ensure compliance with legislation such as that governing the fight against corruption, competition, export and re-export control, labour and employment, safety, health and environmental protection, intellectual property and data protection.</p>	<p>Suppliers are expected to operate ethically, responsibly and in full compliance with all applicable laws and regulations.</p>

### 2.2 ANTI-CORRUPTION AND BRIBERY

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA has a zero tolerance approach to practices which contravene international trading conventions regarding corruption and bribery.</p> <p>Integrity in preventing the risk of corruption is paramount and non-negotiable for IDEMIA, even in the event that it leads to the waiving of contracts or loss of business.</p>	<p>Suppliers are expected to uphold the highest standards of integrity in all business interactions. Suppliers are expected to have a zero tolerance approach to any and all forms of bribery, corruption, extortion and embezzlement, in full compliance with all applicable anti-corruption conventions, laws and regulations.</p> <p>All supplier business dealings must be transparently performed and accurately reflected on the supplier's business books and records. Monitoring and enforcement procedures must be implemented to ensure compliance with anti-corruption laws.</p>

## 2.3 FAIR COMPETITION

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA competes on the basis of its products, solutions and services, without the need to restrict or negatively impact competition.</p>	<p>Suppliers are expected to uphold standards of fair business, advertising and competition. Suppliers must compete on the merits of their products, solutions and services and must not conclude agreements with competitors to unlawfully restrain trade and competition.</p> <p>Suppliers must not make unfair, misleading or inaccurate comparisons with competitors' products, solutions and services, nor comments on competitors' character, financial condition, or potential legal or regulatory problems.</p>

## 2.4 NO IMPROPER ADVANTAGE

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA does not engage in the giving or acceptance of business incentives such as gifts and invitations to customers or received from suppliers and other partners, unless they are of nominal value and can be demonstrated to have the sole intention of consolidating brand image and/or maintaining good business relationships. Such giving or acceptance cannot influence or give the impression of influencing a commercial decision. IDEMIA acknowledges that such actions are strictly prohibited by law in certain countries or under certain conditions.</p>	<p>Suppliers must not promise, offer, authorize, give or accept bribes or other means of obtaining undue or improper advantage. This prohibition covers promising, offering, authorizing, giving or accepting anything in excess of nominal value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.</p> <p>Improper gains refer to bribes, product bonuses, special fringe benefits, unusual price breaks, gratuities and other windfalls designed to ultimately benefit the outside firm, the employee, or both.</p> <p>Suppliers must not, directly or indirectly, promise, offer or make payment in money or anything of value to any government official or</p>

	<p>political party with the intent to obtain or maintain business, or any unfair competitive advantage, or to improperly influence government decision.</p> <p>Suppliers must, using all reasonable means, engage only reputable, qualified individuals or firms as consultants, agents, representatives under compensation arrangements that are reasonable in relation to the services performed.</p>
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## 2.5 COMPLIANCE WITH EXPORT CONTROL AND IMPORT LAWS

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA complies with all applicable regulations on export controls and re-export of products to third countries. IDEMIA recognizes that the implementation of these regulations requires special vigilance.</p> <p>IDEMIA does not accept any import or export from or to countries subject to sanctions (i.e. economic or trade sanctions adopted, administered or imposed by the UN Security Council, Authorities of the United States or the European Union).</p>	<p>Suppliers must not import from or export to countries subject to country-wide sanctions (i.e. international economic or trade sanctions adopted, administered or enforced by the United Nations Security Council, Authorities of the United States or the European Union).</p> <p>Suppliers must not import from or export to certain individuals or organizations with which contact is prohibited by the United Nations Security Council, Authorities of the United States or the European Union.</p>

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## 2.6 DISCLOSURE OF INFORMATION

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA is committed to ensuring that information provided to its customers and other stakeholders is useful, accurate, honest and precisely collected by appropriate means in compliance with the law.</p>	<p>Information regarding the supplier's labor, health and safety, environmental practices, business activities, structure, financial situation and performance must be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of</p>

IDEMIA communicates openly about its operations, without compromising the confidentiality of company-owned information.	records or misrepresentation of conditions or practices in the supply chain is unacceptable to IDEMIA.
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## 2.7 INTELLECTUAL PROPERTY AND DATA

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>The protection of data is at the heart of IDEMIA's business.</p> <p>IDEMIA preserves the confidentiality of company information, by applying the company's policies, procedures and contractual arrangements for the identification, use, retention, protection and disclosure of such information, in accordance with applicable legislation.</p>	<p>Suppliers must respect and protect the intellectual property rights of IDEMIA and any third parties (including but not limited to software, patents, invention, design, documentation) in particular by forbidding the copy, use or disclosure of such intellectual property rights without prior authorization. The transfer of technology and know-how is to be done in a manner that protects intellectual property rights.</p> <p>Suppliers are expected to maintain adequate security standards and safeguards to ensure that data provided to the supplier by IDEMIA is held securely, used appropriately, transported and destroyed in strict compliance with IDEMIA's requirements and relevant laws. Data must not be disclosed, made available or used for any purposes other than those specified by IDEMIA.</p>

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## 2.8 CONFLICTS OF INTEREST

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA has a responsibility to its shareholders, employees and other stakeholders to make decisions solely in the best interests of the company. Employees are expected to avoid situations in which their loyalty is, or could be, undermined.</p>	<p>Suppliers must make IDEMIA aware of any potential conflicts of interest as soon as they are known.</p>

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## 2.9 MINERALS SOURCING

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA chooses products and services that contribute to the long-term well-being of its business.</p> <p>IDEMIA is committed to purchasing materials that have been produced in a fair and reliable manner, in compliance with all applicable legislation and consistent with the Ten Principles of the UN Global Compact.</p> <p>IDEMIA’s Conflict Minerals Policy is available on its website. It seeks to ensure that metals present in IDEMIA’s products do not directly or indirectly link to the financing of armed conflicts.</p> <p>IDEMIA is committed to providing its customers with the data necessary to facilitate their reporting in line with obligations under the law.</p>	<p>Suppliers are encouraged to develop a conflict minerals policy and due diligence measures with reference to OECD guidelines that will enable IDEMIA to reasonably assure that products and components supplied to IDEMIA containing 3TG are “Conflict-Free”. Material supplied to IDEMIA should originate from responsible smelters from which the processing of minerals does not directly or indirectly finance armed groups in regions with high risks, which include areas associated with conflict, worst forms of child labor, forced labor and human trafficking, gross human rights violations, or other reasonably objective high risk activities, including severe health and safety risks and negative environmental impacts.</p> <p>Suppliers’ due diligence of their mineral supply chain should include, where applicable, completion of the Responsible Minerals Initiative (RMI) conflict minerals reporting template, in its most recently published version. IDEMIA will request this reporting template at minimum once a year. Suppliers are expected to notify IDEMIA of any updates or amendments to their RMI conflict minerals report in a timely manner, and to co-operate with IDEMIA in regard to identified discrepancies in the report.</p>

## 3 SOCIAL RESPONSIBILITY

### 3.1 HUMAN RIGHTS

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA believes in the fundamental dignity of every human being and respect for individual and collective rights, according to the Universal Declaration of Human Rights.</p> <p>IDEMIA is committed to working with suppliers that support and respect the protection of human rights.</p>	<p>Suppliers are expected to uphold the rights of workers and treat them with respect, security, dignity, fairness, privacy and equality, as recognized by the Ten Principles of the UN Global Compact, and in accordance with the Universal Declaration of Human Rights and its subsequent changes.</p> <p>This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.</p>

### 3.2 CHILD LABOR

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA categorically condemns the exploitation of children through work. IDEMIA undertakes not to exploit any child in the course of its activities, directly or indirectly, and does not employ any person below the minimum legal age established by local law.</p> <p>IDEMIA specifically excludes suppliers that do not comply with child labor law.</p>	<p>Child labor is strictly prohibited. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.</p> <p>Suppliers are expected to ensure that workers above the age of 15 who have not completed compulsory schooling do not undertake work which interferes with the completion of their education. Suppliers must commit to not allowing young workers under the age of 18 to work overtime, at night, or to undertake hazardous duties.</p> <p>The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Suppliers must ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. Suppliers must provide appropriate support and training to all student</p>

	<p>workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.</p> <p>Suppliers must conduct their labor practices in strict compliance with International Labor Organization (ILO) Conventions No.138 (Minimum Age for Admissions to Employment and Work) and No.182 (Worst Forms of Child Labor).</p>
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### 3.3 FORCED AND IRREGULAR LABOR

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA categorically condemns the use of forced and irregular labor and believes that all employment should be freely chosen.</p> <p>IDEMIA is committed to meeting all applicable legal obligations in respect of slavery and human trafficking.</p>	<p>Suppliers must not use forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.</p> <p>Suppliers must not place unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities.</p> <p>As part of the hiring process, suppliers must provide workers with a written employment agreement in their native language that contains a description of terms and conditions of employment, and where applicable this must be made accessible prior to the worker departing from his or her country of origin.</p> <p>All work must be voluntary and workers must be free to leave work at any time or terminate their employment.</p> <p>The supplier's employers and agents must not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of such documents is required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their</p>

	<p>employment. If any such fees are found to have been paid by workers, the monies shall be repaid to the worker.</p> <p>All hiring of employees by the supplier must be under regular employment contracts in accordance with the laws applicable. Suppliers must not tolerate any form of irregular work. All use of temporary, dispatch and outsourced labor must be within the limits of the local law and must not be used by suppliers to avoid their statutory responsibilities as an employer. Suppliers are expected to understand and act upon any applicable legal obligations in respect of slavery and human trafficking and to be cooperative of IDEMIA's efforts to ensure its own compliance.</p>
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### 3.4 FAIR REMUNERATION

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA remunerates its employees fairly according to skill, contribution and performance and in order that they can meet their basic needs.</p>	<p>Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Remuneration must meet workers' basic needs. Suppliers must pay employees in a timely manner and clearly convey the basis on which employees are being paid, as with all other terms and conditions of the employee contract, in a language understood by the employee. In compliance with local laws, workers must be compensated for overtime at pay rates greater than regular hourly rates. Neither payment in kind, nor deductions from wages as a disciplinary measure will be permitted. For each pay period, workers must be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed.</p>



### 3.5 WORKING HOURS

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
IDEMIA respects its employees' right to work reasonable hours in line with legal maximums.	Standard working hours must not exceed legal limits and overtime must not exceed the maximum set by internationally recognized standards such as ILO convention 1, or by local law. Suppliers are expected to grant their employees the right to paid vacation, leave periods and holidays consistent with applicable laws and regulations. Workers must be allowed at least one day off every seven days. Overtime must be voluntary, must not be demanded on a regular basis and must always be compensated at a premium rate.

### 3.6 FREEDOM OF ASSOCIATION

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
IDEMIA complies with the laws and regulations related to trade union activity. IDEMIA respects the freedom of association of its employees, encourages direct dialogue between employees and management, and creates work environments in which free speech, the sharing of opinions, creativity and innovation is welcomed.	Suppliers are expected to respect the right of employees to associate freely, form and join employees' organizations of their own choosing, seek representation, bargain collectively, engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Suppliers must not discriminate against employees on the basis of union membership and must provide a working environment in which free discussion respects the opinions of all employees, without fear of reprisal, discrimination, intimidation or harassment.

### 3.7 ANTI-DISCRIMINATION

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
IDEMIA does not discriminate at any level, whether by race, sex, age, religious beliefs, political or philosophical convictions, union	Suppliers must not discriminate against any employee on the basis of race, color, age, gender, sexual orientation, gender identity and expression, ethnicity, disability, pregnancy,

<p>membership or any legally protected characteristics.</p> <p>IDEMIA recruits, selects, trains, encourages and pays its employees based on merit, experience and other work-related criteria.</p>	<p>religion, political affiliation, union membership, veteran status, protected genetic information, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline and termination.</p> <p>Workers or potential workers must not be subjected to medical tests or physical exams that could be used in a discriminatory way.</p>
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### 3.8 HUMANE TREATMENT

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>Actual or threatened workplace violence, abuse or harassment is strictly prohibited at IDEMIA. This applies to employees at their regular place of work or wherever their duties for IDEMIA take them.</p>	<p>Suppliers must not tolerate harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers under any circumstance; nor should the threat of any such treatment be tolerated. Disciplinary policies and procedures in support of these requirements must be clearly defined and communicated to workers.</p>

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### 3.9 HEALTH AND SAFETY

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>IDEMIA has a genuine concern for the health, safety and wellbeing of its global workforce.</p> <p>IDEMIA believes that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment that protects its people, customers, partners and local communities enhances the quality of products and services, consistency of production and worker retention and morale.</p>	<p>Suppliers are expected to create safe working conditions and a healthy work environment for their employees, and to prevent occupational injuries in compliance with all applicable health and safety legislation. Suppliers are required to implement a Health and Safety Management System in accordance with OSHAS 18001 and the ILO Guidelines on Occupational Safety and Health or similar.</p> <p>Suppliers are encouraged to adopt a zero tolerance approach to negligent behaviour that</p>

IDEMIA is committed to respecting all applicable health and safety laws and regulations.

IDEMIA promotes the ILO Standards on Occupational Health & Safety.

puts at risk the health and safety of the employee or any other person.

Workers should be encouraged to raise safety concerns.

### 3.9.1 Occupational Safety

Worker exposure to potential safety hazards must be controlled. If hazards cannot be controlled adequately, workers must be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards.

### 3.9.2 Emergency Preparedness

Suppliers are expected to identify and assess potential emergency situations and events, and to minimize their impact through emergency plans and response procedures.

### 3.9.3 Occupational Injury and Illness

Suppliers are expected to prevent, manage, track and report occupational injury and illness, to investigate cases and implement corrective actions.

### 3.9.4 Industrial Hygiene

Worker exposure to chemical, biological and physical agents must be identified, evaluated, and controlled. If hazards cannot be adequately controlled, workers must be provided with and trained to use appropriate personal protective equipment.

### 3.9.5 Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks must be identified, evaluated and controlled.

	<p><b>3.9.6 Machine Safeguarding</b></p> <p>Production and other machinery must be evaluated for safety hazards. Physical guards, interlocks and barriers must be provided and properly maintained where machinery presents an injury hazard to workers.</p> <p><b>3.9.7 Sanitation, Food and Housing</b></p> <p>Workers must be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories must be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.</p> <p><b>3.9.8 Health and Safety Communication</b></p> <p>IDEMIA encourages suppliers to recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.</p> <p>Suppliers are encouraged to provide workers with appropriate workplace health and safety training in their primary language and to post health and safety related information in the suppliers' facilities.</p>
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### 3.10 COMMUNITY INVOLVEMENT

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
IDEMIA strives to build positive relationships with the communities in which it lives and works, through a series of outreach and engagement programs for the benefit of society.	Suppliers are encouraged to engage with its local communities in a similar way and to seek opportunities to have a positive impact in all its localities.

## 4 ENVIRONMENTAL PROTECTION

### 4.1 RESPECT FOR THE ENVIRONMENT

<b>IDEMIA Principles:</b>	<b>Expectations of Suppliers:</b>
<p>In accordance with the Ten Principles of the UN Global Compact, IDEMIA is committed to:</p> <ul style="list-style-type: none"> <li>• Supporting a precautionary approach to environmental challenges;</li> <li>• Undertaking initiatives to promote greater environmental responsibility;</li> <li>• Encouraging the development and diffusion of environmentally friendly technologies.</li> </ul> <p>IDEMIA respects the letter and spirit of all applicable environmental laws and integrates environmental considerations into its operational practices.</p> <p>IDEMIA is committed to working with suppliers taking the lead in promoting greater environmental responsibility.</p>	<p>Suppliers are expected to apply the environmental principles of the UN Global Compact. Suppliers should strive to minimize the adverse environmental impacts of their products and services and are strongly encouraged to implement an environmental management system according to ISO14001 or similar.</p> <p><b>4.1.1 Hazardous Substances</b></p> <p>Suppliers are expected to comply with all relevant laws, regulations and customer requirements prohibiting or restricting the use or handling of specific substances, including labelling for recycling and disposal.</p> <p>Chemical and other materials posing a hazard if released to the environment must be preferably avoided, or minimized. If used they must be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal. Workers must be given training and personal protective equipment for the handling of hazardous substances.</p> <p><b>4.1.2 Packaging</b></p> <p>Suppliers must ensure that packaging sent to IDEMIA is compliant with all applicable environmental laws such as, but not limited to, Directive 94/62/EC on Packaging and Packaging Waste.</p> <p><b>4.1.3 Solid Waste and Wastewater</b></p> <p>Suppliers are expected to identify, monitor, control and treat wastewater and solid waste generated from operations, industrial</p>

processes and sanitation facilities prior to discharge or disposal.

#### 4.1.4 Air Emissions

Air emissions of volatile organic compounds, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations must be monitored, controlled and treated as required prior to discharge. Air emissions should be avoided or minimized.

#### 4.1.5 Environmental Permits and Recording

Suppliers are expected to obtain, maintain and keep current all required environmental permits and should meet the reporting requirements of such permits.

#### 4.1.6 Pollution Prevention and Control

Suppliers must endeavour to reduce or eliminate waste and emissions and to reduce the consumption of raw materials.

#### 4.1.7 Energy Consumption and CO2 Emissions

Suppliers are expected to track and document energy consumption and greenhouse gas emissions. Energy efficiency is encouraged.

#### 4.1.8 Noise Management

Suppliers are expected to identify, control, monitor and reduce noise generated by the facility that affects boundary noise levels.

#### 4.1.9 Environmental Legislation

Suppliers are expected to comply with all applicable environmental legislation in regard to their operation and their products. Suppliers are asked to co-operate with IDEMIA by providing evidence upon request, at minimum once a year, of compliance with environmental regulations such as, but not limited to, EU Regulation EC/1907/2006 REACH, EU

	Directive 2011/65/EU RoHS and WEEE Directive 2012/19/EU.
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## 5 REPORTING WRONGDOING

IDEMIA is committed to conducting its business activities with the highest ethical standards and has developed a Whistleblowing Policy and reporting procedure to encourage the sharing of actual or potential ethical concerns.

Suppliers are responsible for the prompt reporting of actual or suspected violations of laws, the IDEMIA Supplier Code of Conduct, and/or any contractual relationship with IDEMIA. This includes violations by any employee or agent acting on behalf of either the supplier or IDEMIA. Concerns may be raised online, via telephone or by postal mail.

IDEMIA assures suppliers that any reported concerns or suspicions about malpractice or unacceptable behavior will be treated seriously, without the risk of unfavorable treatment and unless prohibited by law, confidentially and anonymously.

IDEMIA encourages suppliers to implement their own confidential and anonymous means for employees and other stakeholders to raise grievances or concerns related to the supplier's organization, operations and practices.



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## 6 SUPPLIER COMMITMENT

Upon receipt of this IDEMIA Supplier Code of Conduct, all suppliers must sign and return to IDEMIA the commitment below.

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### Agreement to the principles of IDEMIA's Supplier Code of Conduct

<b>Supplier Company Name</b>			
<b>Address</b>			
<b>Contact for Supplier Code of Conduct</b>		<b>Tel</b>	
<b>Position/Title</b>		<b>Email</b>	

The supplier has read and acknowledges the fundamental principles set out in the IDEMIA Supplier Code of Conduct and will take steps to ensure that conduct within its own organization, and wherever possible within its sphere of influence, is consistent with the expectations of the IDEMIA Code of Conduct.

The supplier understands that he may be assessed by IDEMIA against the principles set out within the Code.

Effective date:

Signature:

Company stamp:

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## 7 REFERENCES

**IDEMIA consulted the following references in preparation of this Supplier Code of Conduct.**

Universal Declaration of Human Rights  
<http://www.un.org/en/documents/udhr/>

International Labor Organization – Codes of Practices  
<http://www.ilo.org/global/topics/lang--en/index.htm>

International Labor Organization – Labor Standards  
<http://www.ilo.org/global/standards/lang--en/index.htm>

United Nations Global Compact  
<http://www.unglobalcompact.org/>

United Nations Convention against Corruption  
<http://www.un.org/en/>

Social Accountability International (SAI)  
[www.sa-intl.org](http://www.sa-intl.org)

Ethical Trading Initiative  
[www.ethicaltrade.org](http://www.ethicaltrade.org)

OECD Guidelines for Multinational Enterprises  
<http://www.oecd.org>

Electronic Industry Code of Conduct  
[http://www.eiccoalition.org/media/docs/EICCCodeofConduct5\\_English.pdf](http://www.eiccoalition.org/media/docs/EICCCodeofConduct5_English.pdf)

ISO14001  
<http://www.iso.org/iso/home.html>

Eco Management and Audit System  
<http://www.quality.co.uk/emas.htm>

OHSAS 18001  
<http://www.bsigroup.com/en/>

US Securities and Exchange Commission – Dodd-Frank Act (Conflict Materials)  
<http://www.sec.gov/>

OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas  
<http://www.oecd.org/daf/inv/mne/OECD-Due-Diligence-Guidance-Minerals-Edition3.pdf>

Conflict Free Sourcing Initiative  
<http://www.conflictreesourcing.org/>

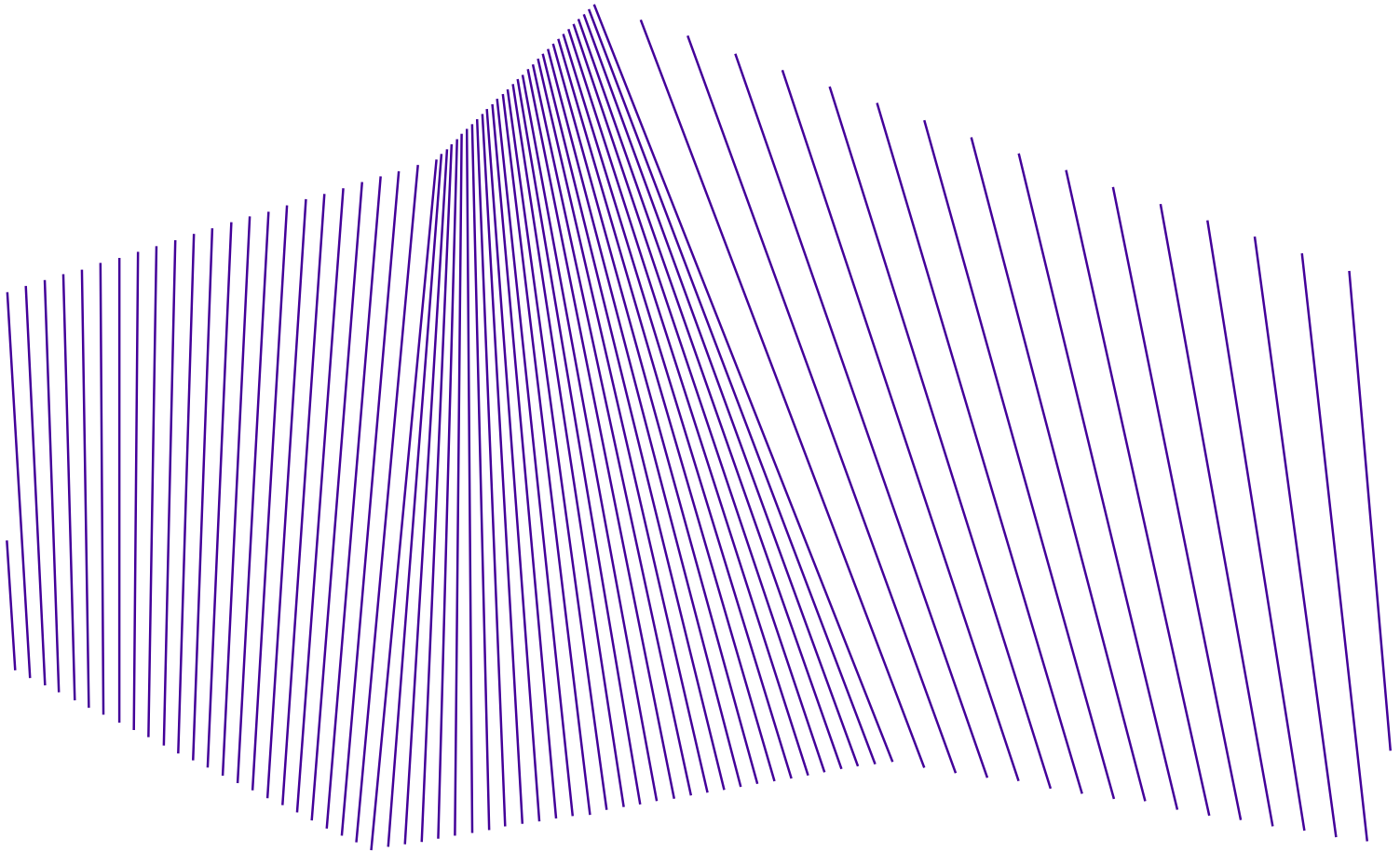
UK Modern Slavery Act 2015  
<http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>

California Transparency in Supply Chains Act 2010  
<https://oag.ca.gov/sites/all/files/agweb/pdfs/sb657/resource-guide.pdf>

USA Foreign Corrupt Practices Act ou « FCPA  
<http://www.justice.gov/criminal/fraud/fcpa/docs/fcpa-english.pdf>

UK The UK Bribery Act  
[http://www.legislation.gov.uk/ukpga/2010/23/pdfs/ukpga\\_20100023\\_en.pdf](http://www.legislation.gov.uk/ukpga/2010/23/pdfs/ukpga_20100023_en.pdf)

France Sapin 2 Law [http://www.cjoint.com/doc/16\\_12/FLknuHuFitM\\_loisapin2.pdf](http://www.cjoint.com/doc/16_12/FLknuHuFitM_loisapin2.pdf)



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