



SUPPLIER RELATIONS CHARTER

KEOLIS

MAY 2020

This charter formalises the Keolis Group's willingness to strengthen the consideration of all economic and sustainable development issues in its relations with its Suppliers⁽¹⁾.

INTRODUCTION

As Suppliers play a key role in the quality and level of service offered by Keolis to its Public Transport Authority and passengers, the Group has adopted an ambitious and demanding purchasing process. Deployed in the field by the Procurement teams, it contributes to improving the competitiveness of the Group and its subsidiaries. The Group's Procurement department is developing its expert assessment of major expenses by setting up coordination and synergy within our platforms. We are adopting a global approach through mass purchasing but also an approach aimed at community involvement to best meet the needs of our subsidiaries.

You are a Supplier of a Keolis Group Entity or you wish to become one.

Respecting the fundamental principles of the Supplier relationship is part of our criteria for selecting and evaluating your situation, which means:

1. Adhering to these principles throughout the supply chain and ensuring that they are respected in your business and by your own Suppliers;
2. Complying with international standards and applicable law;
3. Taking into account any recommendations following evaluations, implementing corrective action plans if necessary and getting your own Suppliers involved in this process.

This document will be incorporated into consultations and procurement contracts.

Keolis reserves the right and option to regularly monitor its Suppliers and to sanction them in the event of failure to respect the fundamental principles of the Supplier relationship (non-participation in future calls for tenders or termination of its contract).

⁽¹⁾ Throughout this document "Supplier(s)" refers to "Suppliers and Subcontractors"

A. FAIR PRACTICES

A.1. BUSINESS ETHICS

Keolis requires its Suppliers and buyers to respect the following principles:

- Respect the Group Procurement process and management procedures;
- Ensure clear and consistent communication and respect the process of communication with its preferred contact (inform Keolis Procurement Departments of the state of its relations with the users of its products and services within the Group, ensure that all information is transmitted to prevent a risk of non-compliance with the commitments outlined in the contract or any other difficulty encountered with the Group or an employee);
- Make sure not to be economically dependent on the Keolis group;
- Guarantee the confidentiality of information exchanged with the Group, in particular by drafting confidentiality agreements;
- Negotiate honestly and fairly with Keolis.

The Keolis Group requires its Suppliers to prohibit proposing and offering to any employee any form of solicitation of gifts or invitations.

For Keolis employees, please refer to the Guide for Ethical Business Conduct as well as the Anti-corruption Code of Conduct.

A.2. PREVENTING CORRUPTION AND CONFLICTS OF INTEREST

Keolis requires its Suppliers to:

- Put in place procedures and reasonable measures provided by law to prevent corruption;
- Adopt lawful and fair commercial practices (methods and means recognised by all as being in accordance with the good practices of the industry, while respecting legality);
- Select Suppliers after conducting appropriate due diligence;
- Ensure the adoption of high standards of behaviour to prevent and avoid situations of conflict of interest.

The Supplier's commitments in this area will be subject to contractual clauses binding the Supplier to Keolis and may also be monitored through an evaluation system.

A.3 RESPECT FOR COMPETITION LAW

Keolis requires its Suppliers to comply with competition law which prohibits:

- Agreements or practices between companies that could adversely affect competition;
- Abusive behaviour on the part of a company in a dominant position in a given market.

The Supplier is free to set its commercial and industrial policy as well as its prices, without exchanging commercially sensitive information with competitors (especially in the context of professional meetings, associations, etc.).

B. HUMAN RIGHTS AND FUNDAMENTAL RIGHTS AT WORK

Keolis Suppliers must comply with the fundamental agreements of the International Labour Organisation, the United Nations Global Compact and any regulations applicable to their activity in the area where they operate. Keolis expects them to promote and respect human rights in their sphere of influence.

Non-discrimination

- Keolis prohibits any discriminatory practices or harassment;
- All Group Suppliers must guarantee equality of opportunity, respect for differences and the recognition of each other's talents in an environment where harassment, abuse or any other treatment that is contrary to the respect of individuals is strictly prohibited.

Child labour

Keolis strictly prohibits the child labour under the legal working age, all along the value creation chain, regardless of the country where the services are performed.

If no age limit is set for a given country, it cannot be younger than 16 years old.

Forced/compulsory labour

- Keolis prohibits forced or compulsory labour in any form: servitude, trafficking, slavery, or the detention of migrants or clandestine workers;
- All work must be done voluntarily, in exchange for legal compensation, and not exposed to threats or actual criminal sanctions or criminal prosecution, violence, detention, retention of identity documents or confiscation of legal rights or privileges;
- Workers must be free to consent to accept employment and resign in accordance with applicable laws and regulations and collective agreements;

Working conditions

- Keolis requires its Suppliers to ensure a safe and healthy working environment;
- Each employee must be treated fairly and with dignity.

Wages and benefits

- Suppliers must ensure that the compensation they pay to their employees complies with all applicable laws on wages (minimum wage, overtime, etc.) ;
- When laws and regulations do not set a minimum wage, Suppliers must at least pay their employees at the prevailing wage on the market for the job.

C. HEALTH AND SAFETY

Keolis has implemented a Group Safety policy and is actively involved in preventing occupational risks and enhancing safety in each of its entities and for all of its activities. **The commitment of our Suppliers is essential for continuous improvement in achieving this goal.**

The Supplier undertakes to implement a policy that covers:

- Safety rules in place at the workplace;
- Delivery of products and services under conditions that minimise the health and safety hazards of its employees and those of Keolis;
- Implementation of systems for the continuous improvement of the working and health conditions of its employees;
- Sharing its safety statistics in terms of frequency and severity of accidents in the workplace.

The Supplier's commitments in this respect will be the subject of a contractual clause binding the supplier to Keolis. Through this clause, the Supplier undertakes to put in place systems that are able to guarantee the physical and psychological integrity of their employees in accordance with applicable local and international regulations.

D. ENVIRONMENT

Keolis has set up a Group Environment policy globally aimed at preventing damage to the environment. The commitment of our Suppliers is essential for continuous improvement in achieving this goal. Environmental issues are directly part of Keolis' Procurement Policy, from our Supplier selection phase.

As such, Keolis expects an analysis from its Suppliers that puts the product back into its environment, through its functionalities and its life cycle. This vision makes it possible to integrate Supplier innovation and identify optimisation levers.

The Supplier's commitments in this respect will be the subject of a contractual clause binding the Supplier to Keolis.

Through this clause the Supplier undertakes to respect the applicable regulations (local, national, international) regarding the protection of the environment to implement the necessary actions to limit the impact of their activity on the environment.

E. COMMUNITY INVOLVEMENT

Keolis works with companies that declare and pay taxes at the place of their activities.

TO SUM UP

Keolis expects its Suppliers to comply with ethics, safety and human rights rules and to protect the environment within their sphere of influence. Keolis expects them to give updates on their actions regarding sustainable development on a yearly basis or whenever required.

It is important to note that even for countries not covered by specific laws and regulations, Keolis requires its Suppliers to control the impact of their activities. To this end, the Supplier undertakes to set up measurement and control systems and, in general, to pay particular attention to the inherent risks related to health, safety, human rights and the environment.

In this respect, Keolis expects an analysis from its Suppliers taking into account the concept of global cost, enabling the articulation of a long-term vision regarding the economic, environmental and/or social dimensions of a purchase.

The Supplier's commitments will be subject to contractual clauses binding the Supplier to Keolis and may also be monitored through an evaluation system.

If necessary, buyers will be able to ask Suppliers to implement corrective actions, audits carried out by internal teams, by external service providers or by third-party organisations.

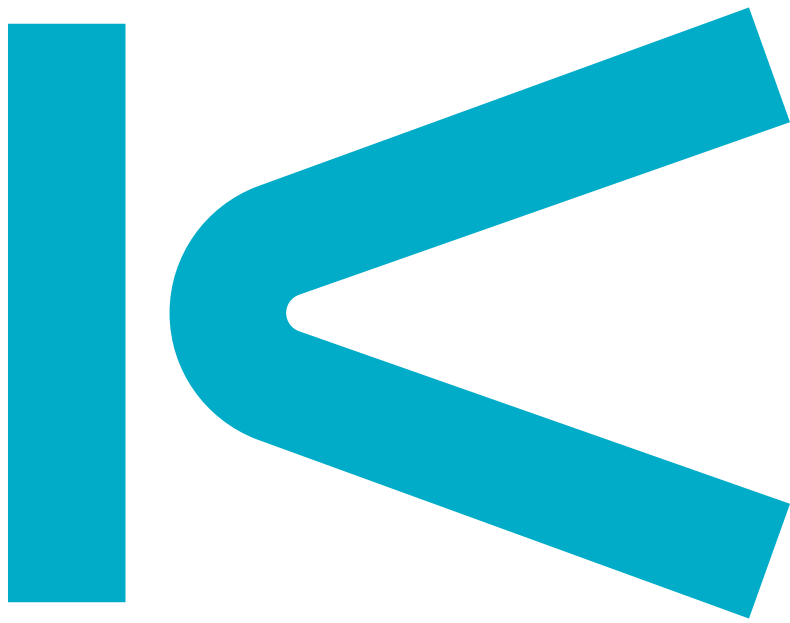
Date: / /

Company name:

Name of representative:

job title of representative:

Signature and stamp of the company:



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