

Code of Conduct for Suppliers

Unless otherwise required or prohibited by law, the Supplier represents and warrants the following with regard to performance of the Contract :

- that it does not use, undertakes never to use and does not condone **child labour**;
- that It prohibits its subcontractors or its personnel from consuming **alcohol** or any illegal **drugs** in the workplace or on PRAYON building sites;
- that it prohibits the awarding of **corporate gifts** worth more than € 50 (and never offers gifts of alcohol) to anyone at PRAYON, either in a bid to maintain a relationship with members of PRAYON's staff or to influence them with a view to landing deals;
- that it complies with the requirements of all applicable regulations **on the environment, health and safety** and provides a safe, healthy workplace that does not pose any direct dangers to its staff; that any form of housing or accommodation provided by the Supplier to its workers is clean and healthy and that the Supplier provides and makes available to its workers access to running water, food and emergency care in the event of accidents or incidents on the building site or at the Supplier's workplace;
- that it does not **discriminate** against any worker for any reason, based on any criterion (including race, religion, disabilities or gender);
- that it does not engage in or tolerate practices involving the use of **corporal punishment, mental, physical or sexual harassment** or verbal abuse, and does not use cruel or abusive disciplinary practices on building sites or at the workplace;
- that it pays each member of its staff at least the **minimum wage or salary**, or a wage or salary equivalent to an appropriate value representative of the level of wages or salaries generally paid in the respective industry or sector of activity, and provides each worker with all the advantages and benefits provided for and mandated by law;
- that it complies with the laws governing **working hours** and with the **rights of employment** in the countries where it operates;
- that it fully respects all the laws governing the promotion of **free, fair competition** (still called antitrust laws in the United States) that apply to its activity, whereby the laws governing competition guarantee that Companies will vie for customers by offering competitive prices, innovative products and a high-quality service, without interfering with the natural market forces of supply and demand;

- that it will respect **intellectual property rights**, industrial and commercial secrets and any other PRAYON information that is confidential, exclusive or sensitive. The Supplier may not use or disseminate such information unless its contract with PRAYON provides for this. Any information or data concerning PRAYON's operations must be treated as confidential at all times, unless it enters the public domain without the Supplier being at all at fault.

The Supplier's obligations concerning confidential or exclusive PRAYON information include :

- o not sharing this information with members of the Supplier's organisation unless absolutely necessary (on a 'need-to-know' or 'need-to-use' basis);
- o not disclosing this information to individuals not belonging to the Supplier's organisation;
- o not using this information for the benefit of the Supplier or of any other person.

The supplier expressly agrees that it is responsible for monitoring its own supply chain, and that it will urge any subcontractor or supplier of goods, materials and services used by the Supplier, when providing its contractually agreed services and complying with its performance obligations, to also comply with the requirements of standards governing ethical behaviour and human rights.

The Supplier will ensure that it has established ethical and human rights procedures as well as an appropriate procedure for lodging claims in this connection and for dealing with any violation or infringement of issues covered by such procedures.

PRAYON reserves the right, after giving reasonable advance warning (unless it is an inspection, in which case no prior warning shall be required), to enter the Supplier's facilities and buildings to monitor and verify the Supplier's compliance with the guarantees set out in this Code of conduct. The supplier, who must comply with the law, shall also provide PRAYON with any relevant documents requested by PRAYON relating to these matters.

Date : ***Name :*** ***Job title :***

Signature : ***Supplier's stamp :***