

# SUPPLIER CODE OF CONDUCT

Version	Changes	Validation	Date
V9	Major revision of the code, including: 1. clarification of certain phrasing 2. clarification of what is expected of suppliers, including extension of obligations to the entire value chain due to new regulations, and clarification of expected site and product certifications 3. addition of topics (sanctions and embargo, counterfeiting, intellectual property).	A. Etcheber L. Guyet-Paul	12 January 2026

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## Definitions

"Code of Conduct" is document *IN53: Supplier Code of Conduct*.

"Business Partner" means any natural or legal person that is a signatory to this Code of Conduct and with which Elis has a direct contractual or business relationship, such as under a contract, general terms of purchase or any other agreement, whether formalised or not formalised, including on a one-off basis.

"Value chain" includes all suppliers, manufacturers, subcontractors, consultants, agents, intermediaries, partners, service providers, distributors or any other third parties that participate directly or indirectly in the company's activities, and contribute in any way to the design, production, supply or distribution of goods or services.

"Audits" mean the assessment, inspection or verification processes to ensure compliance with regulations, contractual provisions or ethical standards, particularly as regards the application of the principles and obligations set out in this Code of Conduct, which may be carried out by an appointed third party or directly by the company, and which may take the form of documentary analyses, self-assessments, interviews, questionnaires or on-site visits.

## 1 Introduction

Elis has built its success and growth on key values: respect, exemplarity, integrity and responsibility. These key values have always been the pillars of Elis and remain a frame of reference for our actions and decisions.

These values are embodied in our Code of Conduct, which also includes a broader corpus, recognised and implemented within our group (the "Group") through the Guiding Principles and the following practical tools:

- The United Nations Universal Declaration of Human Rights,
- The United Nations Convention on the Rights of the Child,
- The European Convention on Human Rights,
- The UN Global Compact (UNGC) which Elis joined in 2006,
- The fundamental conventions of the International Labor Organization (ILO),
- The United Nations Guiding Principles on Business and Human Rights,
- The OECD due diligence guidance,
- The Child Labour Platform (ILO-IOE).

Elis strives to be an ever more ethical and responsible company, to limit its impact on the environment and to promote the highest standards of integrity.

Our goal is to engage our entire Value Chain in this approach and these values. This Code of Conduct formalises the Group's needs and expectations with respect to each Business Partner.

## 2 Framework of Elis's ethical approach

### 2.1 UN Global Compact (UNGC)

As participants in the UN Global Compact initiative since 2006, we apply the 10 principles related to respect for Human and Labour Rights as well as Environmental protection and anti-corruption.

#### 2.1.1 Human Rights

- Companies must support and respect internationally proclaimed human rights protection; and
- Ensure that they are not complicit in a violation of human rights.

#### 2.1.2 Labour

- Companies must guarantee freedom of association and the effective recognition of the right to collective bargaining;
- Elimination of all forms of forced and compulsory labour;
- Effective prohibition of child labour; and
- Elimination of discrimination in respect of employment and occupation.

#### 2.1.3 Environment

- Companies must take a precautionary approach to environmental challenges;
- Support initiatives to promote greater environmental responsibility; and
- Encourage the development and dissemination of responsible technologies.

#### 2.1.4 Anti-Corruption

- Companies must combat all forms of corruption, including extortion and bribery.

## **2.2 Fundamental conventions of the ILO**

Elis also supports the 10 fundamental conventions of the ILO, in accordance with French law (a list of which is shown below):

- Prohibition of forced labour (Conventions 29 and 105)
- Prohibition of child labour (Conventions 138 and 182)
- Elimination of discrimination in respect of employment and occupation (Conventions 100 and 111)
- Freedom of association and protection of the right to organise (Convention 87)
- Right to organise and collective bargaining (Convention 98)
- Inclusion of a safe and healthy working environment (Conventions 155 and 187)

We also adhere to other ILO conventions defined as non-fundamental, including the Convention on:

- Workers' representatives (Convention 135),
- Collective bargaining (Convention 154),
- Night work of young persons (Convention 79),
- Child labour (Recommendation 146),
- Equal remuneration (Convention 100),
- Non-discrimination (Convention 111)
- The Occupational Safety and Health Recommendation (Convention 164)
- Minimum wage fixing (Convention 131)
- Hours of work (Convention 1)
- Weekly rest (Convention 14)
- Protection of wages (Convention 95)
- Termination of employment (Convention 158)
- Part-time work (Convention 175)
- As well as Articles 1 (everyone lawfully within the territory of a State shall, within that territory, have the right to liberty of movement and freedom to choose his residence), 2 (everyone shall have the right to freedom of expression) and 7 (no one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment) of the United Nations Covenant on Civil and Political Rights and
- The Convention on the Elimination of all Forms of Discrimination against Women.

## **3 Elis's commitments to its Business Partner**

We believe that our relations with the Business Partner are not limited to the purchase of goods and services, but also ensure long-term success and are vectors of customer satisfaction.

Consequently, all Group employees who have dealings with the Business Partner are obliged to:

- Help the Business Partner meet the Group's expectations;
- Respect the independence and identity of the Business Partner;
- Protect the Business Partner's confidential information and ensure the protection of its personal data in accordance with the regulations in force;
- Ensure that their personal interests do not influence their actions and decisions;
- Act in the Group's interest and in a way that respects the business and/or contractual relations.

The managers and directors of the Purchasing and Procurement Departments must also:

- Ensure the Group's objectivity in choosing the Business Partner (based on criteria such as cost, quality, delivery time and adherence to the content and spirit of the Code of Conduct), while respecting the calls for tender procedures for any significant purchase, and treat the Business Partner fairly;
- Ensure that the Business Partner is paid according to the terms of the contract and in accordance with the legislation in force applicable to the relationship between Elis and the Business Partner;
- Every time they visit a Business Partner: present the Group's activities and values to its employees (at the very least to the department managers), recognise the work provided by the relevant employees and respect the employees with whom they are in contact;
- Make every effort to build long-term relationships with the Business Partner;
- In the relationship with each Business Partner, find a synergistic partnership that benefits both parties through, among other things, cost reductions or improved CSR practices; in the event of cost reductions, such savings must be shared fairly between the Business Partner and the Group;
- Try to ensure that a Business Partner is not economically dependent on the Group. If this happens, alert the Business Partner about this situation and determine together the appropriate actions to be taken;
- Throughout the business relationship and whenever possible, provide the Business Partner with as much information as is needed to estimate the quantities of products or services required, and do their best to place regular, stable orders to facilitate the Business Partner's inventory management;
- Pay attention to financial transactions carried out in order to detect, in accordance with the regulations in force, possible money laundering, including through measures such as verification of the country of origin of the funds or the location of the bank concerned.

## 4 Business Partner's commitments

We ask each Business Partner to commit to responsible business and ethical practices. To this end, the Business Partner agrees to comply and to ensure compliance with all the principles and obligations set out in the Code of Conduct, in the course of its own activities and in its relations with third parties. The Business Partner assumes these obligations whether the Code of Conduct constitutes an annex to the contract entered into between Elis and its Business Partner or a specific, standalone document which it has accepted at Elis's request.

Therefore, the Business Partner agrees, throughout its relationship with us, to:

- Comply under all circumstances with the law and the regulations applicable to its operations, products and services, and ensure compliance with the Code of Conduct by each of its directors, managers and employees, in all its activities;
- Take all necessary measures to ensure that its Value Chain adheres to the principles and obligations set out in the Code of Conduct, particularly as regards the stakeholders in its Value Chain that may be involved in the production or delivery of goods or services to the Group, including but not limited to:
  - (i) Developing information, raising awareness and encouraging adherence to international conventions and certifications on ethics and integrity within its Value Chain;
  - (ii) The inclusion of equivalent declarations and obligations in its contracts within its Value Chain;

- (iii) The establishment of control procedures to actively and regularly verify the proper application of these principles and obligations in its Value Chain. The Business Partner is encouraged, for example, to conduct Audits within its Value Chain, and to set up its own alert line and ensure that equivalent arrangements are in place throughout the Value Chain.
- Retain all useful documentation to verify compliance with its commitments, prepare sustainability and transparency reports (required as part of our climate strategy) and comply with relevant legal and regulatory requirements on social and environmental responsibility and vigilance in the supply chain. In particular and at Elis's request (including through an automated process), the Business Partner agrees to share information relating to:
  - (i) Certificates concerning the products delivered and services performed,
  - (ii) Chemical substances used for production,
  - (iii) The manufacturing stages,
  - (iv) The environmental footprint and/or underlying data to assess the Business Partner's Scopes 1, 2 and 3,
  - (v) The environmental footprints of the products or any related information,
  - (vi) Creation of the *Digital Product Passport*,
  - (vii) Or any other specific request,As well as any information that may be helpful for verifications regarding sanctions, anti-corruption, money laundering and the identification of beneficial owners.
- Use any new tool developed by the Group to facilitate third party verification and supplier approval procedures, and information and document collection;
- Authorise Elis or any external provider appointed by Elis to conduct Audits, and if necessary to actively collaborate in the development and deployment of corrective action plans necessary to ensure compliance with the obligations and principles of the Code of Conduct, as specified in section 4 of said Code.
- The Business Partner agrees to take appropriate measures to ensure the security of its information systems, the protection of personal data and the confidentiality of exchanges within the context of the business relationship. To this end, it is expected to adhere, at a minimum, to the following principles:
  - Implementation of internal cybersecurity and IT risk management policies.
  - Compliance with applicable regulations, in particular the General Data Protection Regulation (GDPR of 27 April 2016).
  - Protection of personal data, confidential data and trade secrets.
  - Computer systems security (management of vulnerabilities, virus/malware protection, firewall, encryption of communications and sensitive data, etc.).
  - Staff training and awareness of cyber risks.
  - Implementation of security audits and regular penetration tests on its computer systems.
  - Immediate notification of any security incident that may impact our data, systems or users.

The Business Partner is informed of all our applicable IT security and data protection requirements during the contracting process. The Business Partner agrees to become familiar and comply with them.

- Comply with the AI Act (Regulation (EU) 2024/1689)
- Inform Elis immediately of any non-compliance or risk of breach of the Code of Conduct identified in its own activities or its Value Chain; if the Business Partner identifies any discrepancy between the Code of Conduct and its day-to-day practices, it must refer this to its contact at the Group in order to determine and agree on an improvement plan.

By signing this Code of Conduct or by expressly accepting the terms in any other contractual document, the Business Partner acknowledges that compliance with the rules and recommendations set forth in this document is an essential element of the business relationship. Any violation by the Business Partner of any of the provisions of the Code of Conduct may be considered a breach by the Business Partner of its obligations and may, at the fault of the Business Partner, result in the termination of the business and/or contractual relations between us, regardless of the penalties that may apply to the Business Partner.

Any Business Partner who fails to comply with the principles and obligations of this Code of Conduct will be liable to us for any damage to our reputation, image or interests, and will be liable for any legal and regulatory consequences applicable to such breach.

Regardless of the quality and competitiveness of its goods and/or services, said Business Partner could also be excluded from a call for tenders made by the Group. In addition, Elis could immediately terminate its business relations with the Business Partner in case of a proven breach of said Code of Conduct, refusal to comply or refusal to send necessary information.

## 5 Subcontracting

Elis prohibits the Business Partner from subcontracting all or part of any contract entered into and/or any order placed, without Elis's prior written consent. If subcontracting were permitted, the original Business Partner would remain fully responsible for ensuring that its subcontractor complies with the Code of Conduct.

## 6 Certifications and audits

We encourage the Business Partner to obtain certifications based on international standards, such as, but not limited to:

- ISO 9001 standard: Quality Management System
- ISO 14001 standard: Environmental Management System
- ISO 27001 standard: Information Security Management System
- ISO 45001 standard: Occupational Health and Safety Management System
- ISO 50001 standard: Energy Management System
- SA8000 standard: Social and environmental responsibility (SER)

We encourage the products Business Partner (textile, hygiene and well-being, etc.) to comply with international standards relating to the social and environmental assessment and certification of their production sites and value chain with certifications and audits such as:



- Oekotex STeP
- Oekotex Made in Green
- FairWear
- BSCI
- SMETA
- WRAP

## **7 Human Rights and labour legislation**

### **7.1 Child labour**

Elis condemns child labour in any form and ensures compliance with all applicable social standards under labour law in every country in which the Group and/or the Business Partner and its Value Chain are present, and under the main international laws and regulations.

More specifically, the Business Partner must not employ and/or hire anyone who has not reached the legal age set by the local regulations in force or who has not completed the compulsory school curriculum and, in all cases, must not employ and/or hire anyone under the age of fifteen (15).

Moreover, the Business Partner is not authorised to employ and/or hire anyone under the age of eighteen (18) to perform dangerous work or night work.

In addition to full compliance with principles 4 and 5 of the UN Global Compact (UNGC), the Business Partner may hire apprentices, in accordance with applicable legislation. This is only permitted where the work of such apprentices does not affect their health, safety or education, if allowed by national law and if a tutor is assigned to them.

### **7.2 Employment contract, working time and remuneration**

The Business Partner agrees to comply with the applicable regulations regarding the conclusion, performance and termination of the employment contract.

The Business Partner must pay the social security contributions and taxes due.

The Business Partner must comply with local regulations regarding working time and remuneration.

The Business Partner must ensure compliance with local regulations regarding working time, overtime, breaks during the day and paid leave.

The Business Partner must ensure that its employees do not work more than forty-eight (48) hours per week and that they have at least one (1) day off per week, in accordance with any more stringent national/local regulations.

Employees must not work more than twelve (12) overtime hours per week in accordance with the local regulations in force.

The Business Partner agrees to pay its employees a wage that is greater than or equal to the minimum provided for by the local regulations in force or, in the absence of specific regulations, a decent wage.

We encourage the Business Partner to offer health insurance and pension schemes when the country does not have statutory health and pension schemes.



Compliance with the laws on working hours and remuneration must be monitored and supporting documents must be provided at our request or that of any competent authority.

### **7.3 Foreign workers, illegal workers and forced labour**

The Business Partner agrees to comply strictly with all laws and regulations in force regarding the status of foreign workers in the countries in which they perform their work.

To this end, it agrees to provide, at our request, all mandatory legal documents confirming the legal status of foreign workers employed in connection with its services, including work permits, residence permits, visas and any other documents required by applicable local legislation.

No illegal workers or forced labour are allowed in any country and under any law. The Business Partner agrees not to supply merchandise, goods, items or extraction products manufactured in whole or in part by forced labour or contract work under penalty of criminal sanctions.

The Business Partner must ensure that all forms of abuse, inhumane treatment and harassment (moral, physical or sexual) are prohibited.

### **7.4 Health, safety and well-being of employees in the workplace**

The Business Partner must ensure that its workplaces comply with health and safety regulations. The Business Partner is also responsible for assessing risks periodically to ensure that its activities are not hazardous to the health and safety of its employees, subcontractors or any other persons, including neighbours and product users, or to minimise hazards.

Any task or activity that may pose a hazard must be properly managed and all measures must be taken to eliminate or reduce the risks in question, including providing employees with appropriate personal protective equipment (PPE), securing machinery and other equipment used, and taking appropriate measures to prevent accidents. Employees must receive regular safety training (emergency procedures, use of PPE, etc.).

The Business Partner must ensure that fire protection, fire-fighting equipment and emergency exits (i) are sufficient in number, (ii) comply with the regulations in force in the country, and (iii) are clearly marked. The Business Partner must train its employees in fire evacuation procedures at least once a year, in accordance with the regulations in force, through an evacuation exercise.

The Business Partner must see to it that its premises are equipped with a sufficient number of washrooms/lavatories separated by gender and in a state of cleanliness to ensure worker health and safety.

The Business Partner must provide its employees with drinking water whose quality is validated by an official body.

### **7.5 Non-discrimination and human rights**

The Business Partner must combat all types of discrimination, including any exclusion or preference in terms of hiring, remuneration, access to training programmes, promotion, dismissal or retirement on the basis of gender, origin, religion or ideology, disability, age, physical appearance, sexual orientation, union membership or political opinions.

The Business Partner is encouraged to develop and implement its own policies and procedures to combat all types of discrimination, for example by developing tools for reporting criminal offences.

## **7.6 Trade union freedom and collective bargaining**

The Business Partner must comply with the relevant regulations in force in its country/ies.

We believe that dialogue between employers, employees and their representatives is a key factor in the management of a business and encourage the Business Partner to apply these principles and to undertake to refrain from any retaliation against employees for exercising their freedom of association.

# **8 Environment**

## **8.1 Compliance with applicable regulations**

The Business Partner must apply existing international, national and regional environmental regulations that are applicable to it. It must have the necessary permits and authorisations to carry out its activities and must meet the requirements relating to air, soil and water quality, waste treatment and noise pollution, and the use, storage and import of all chemicals.

The Business Partner must ensure that it supplies products that comply with EU Regulation 1907/2006 of 18 December 2006 (the REACH Regulation) and be able to provide the Group, if necessary, with all information regarding the substances listed in the REACH Regulation that the supplied products may contain.

The Business Partner must also provide an assessment of its products in the light of the SIN list or any other generally accepted list of chemicals upon request.

Within the context of implementation of regulatory prohibitions and restrictions concerning the use of PFAS, such as, but not limited to, French law No. 2025-188 of 27 February 2025, the use of such products must be restricted to specific cases for which there are no alternatives.

In addition, the Business Partner must agree not to use or deliver substances that may adversely affect pollution prevention and chemical pollution control, in accordance with the European Taxonomy. In particular, it must comply with the rules set out in Appendix C of Commission Delegated Regulation (EU) 2023/2486 of 27 June 2023.

For electrical and electronic equipment, the Business Partner must obtain RoHS (Restriction of Hazardous Substances) certification for all electrical and electronic equipment delivered, and must be able to present all information relating to such certification at any time.

These requirements apply to all products intended for countries where the aforementioned regulations are in force.

In the event that goods and products are intended for Group entities located outside the European Union, we would like the Business Partner to provide goods and products of equivalent safety.

We reserve the right to collect items delivered by the Business Partner to verify the safety compliance of the products in question.

## **8.2 Use of chemicals**

Regardless of local regulations, all chemicals must be stored on a suitable surface (such as cement) with no drainage holes and protected by a retention system.

### **8.3 Product recycling; innovation and environmental impact**

To promote sustainable development, the Business Partner must be able to provide the Group with products that can be recycled and recovered at the end of their useful life where applicable. At the first request, the Business Partner must provide us with information on the environmental impact of its activities.

The Business Partner must offer the Group products and services that allow it to reduce its direct environmental impact (such as its energy consumption), whether through the product's design, production, packaging or the final product (including re-use or recycling), its transport or an improvement in processes and services.

### **8.4 Environmental labels and product certifications**

We encourage the Business Partner to comply with international standards relating to the environmental assessment and certification of the products it uses, manufactures or subcontracts.

For textiles, the Business Partner must obtain Oeko-Tex® Standard-100 certification for all products delivered to Elis. In addition, we promote the use of the following labels or standards:

- EU Ecolabel and Nordic Swan for the manufacture and/or use of products that respect the environment;
- Fairtrade certification via Flo-CERT and the BCI (Better Cotton Initiative) label for products containing cotton or for its cotton processing Value Chain;
- GOTS (Global Organic Textile Standard) certification for products containing organic fibres.
- GRS (Global Recycling Standard) certification for items containing recycled materials.

For other types of products and services, the relevant labels and certifications according to the type of activity and service must be shared by the Business Partner.

The Business Partner will systematically submit (valid) documents showing compliance with the above standards.

## **9 Anti-corruption, economic responsibility and whistleblowing system**

### **9.1 Anti-corruption and influence peddling:**

We apply a zero-tolerance principle across our Group when it comes to fighting corruption, whether active or passive, public or private. The Group strongly condemns all forms of corruption, extortion and influence peddling.

Along these lines, we expect the Business Partner and its Value Chain to also combat all forms of corruption, extortion and influence peddling and to take all necessary measures to that end.

The Business Partner therefore declares that it is currently not subject to an investigation, legal action, conviction or enforcement proceedings before any ordinary, arbitral, administrative or governmental court relating to charges of corruption, fraud, extortion or influence peddling, and agrees to inform us immediately of any investigation, legal action, conviction or enforcement proceedings to which it may be subject in the future relating to such charges.

The Business Partner also agrees to prevent any conflict of interest that could compromise the objectivity, independence or fairness of its relationship with the Group.

It agrees to inform us immediately of any existing or potential situation of this kind. In the event of an undeclared or unresolved conflict of interest, we reserve the right to take the necessary measures, up to and including the suspension or termination of the business relationship.

In addition, the Business Partner is formally prohibited from proposing, requesting, accepting, offering or giving, directly or indirectly, either on its own behalf, on behalf of the Group or through intermediaries, any advantage (whether in the form of money, gifts, invitations, services, donations, patronage, sponsorship, etc.) that could be deemed as unduly influencing, or having the effect of unduly influencing, a decision or favourable treatment. Facilitation payments, in other words sums paid to expedite or ensure a routine administrative service, are also strictly prohibited.

In addition, the Business Partner must know that the offer of gifts to or by our employees, as well as lunch or dinner invitations or invitations to participate in a sporting or cultural event extended to or by our employees, are strictly governed by our internal rules. We encourage you to contact us to find out the rules governing this practice before extending any invitation or offering any gifts to any of our employees.

The Business Partner therefore declares that it can show proof of the existence and actual implementation of its own policies and procedures for preventing and detecting corruption, fraud, extortion or influence peddling, in accordance with the laws and standards applicable to it, and necessary to ensure compliance with the commitments under the Code of Conduct.

## **9.2 Anti-money laundering**

The Business Partner must combat all forms of money laundering in every country in which it operates. It must be particularly vigilant regarding financial transactions in order to detect any anomalies (by checking the country of origin of the funds and the entity from which they originate and by checking the location of the bank and ensuring that it does not appear on a "blacklist" etc.) and to verify that all payments relating to orders placed by the Group are traceable, justified and made via business accounts.

## **9.3 Fight against antitrust practices**

The Business Partner must take all necessary measures to prevent antitrust practices. In particular, but without limitation, it agrees not to become involved in antitrust cartels and/or agreements, and/or abuse of a dominant position and/or abuse of economic dependence.

It must refrain from sharing sensitive information (customer files, marketing plan, business strategies, buying or selling prices, etc.) with third parties and in particular with the Group's competitors. It must know and apply competition laws and regulations in every country in which it operates and consult a specialist if necessary.

## **9.4 Anti-counterfeiting and protection of intellectual property**

The Business Partner agrees to actively combat counterfeiting and to strictly respect all intellectual property rights, in order to prevent, among other things, any legal risks or damage to the Group's reputation.

To this end, it is formally prohibited from producing, selling or distributing counterfeit or non-conforming products, and must ensure that only parts, components and materials of legal and traceable origin are used. The Business Partner must also ensure the enforcement of patents, trademarks, copyrights, drawings and models belonging to us or third parties. In

the event of suspected counterfeiting, the Business Partner agrees to cooperate fully with us and/or the competent authorities.

Any use of the Group's name, logo or image by the Business Partner must be subject to prior written authorisation or explicitly mentioned in the contract made between us.

#### **9.5 Compliance with international sanctions, embargoes and export control**

The Business Partner must take all necessary measures to comply with, and prevent any violation of, all applicable laws and regulations relating to international economic sanctions, export control and other related restrictive measures adopted by the United Nations, the United States, the European Union and its Member States, the United Kingdom, and by any other authority having jurisdiction over the Business Partner (the "Sanctions"). It agrees not to pursue any transaction directly or indirectly with natural or legal persons subject to Sanctions in violation of such Sanctions, and to provide us only with products and services in compliance with Sanctions. It agrees not to use, directly or indirectly, the product and result derived from the business relationship with the Group, in any way whatsoever, which could result in a violation of Sanctions.

The Business Partner declares that it is not present in a territory subject to Sanctions (including but not limited to North Korea, Cuba, Iran, Syria, Crimea, Donetsk and Luhansk), and is not owned or controlled by a person or persons subject to Sanctions or by a government of a territory subject to Sanctions. It also declares that it is currently not subject to an investigation, legal action, conviction or enforcement proceedings before any ordinary, arbitral, administrative or governmental court relating to charges of violations of Sanctions and agrees to inform us immediately of any investigation, legal action, conviction or enforcement proceedings to which it may be subject in the future relating to such charges.

#### **9.6 Combating tax evasion**

The Business Partner agrees to comply with all tax obligations provided for by local, national and international legislation applicable in the jurisdictions in which it operates. It is prohibited from using tax fraud practices as well as artificial arrangements the goal of which is aggressive tax optimisation.

The Business Partner agrees to provide, at our request, any relevant and verifiable accounting, tax or financial information to confirm its compliance with applicable regulations, for example by providing a tax clearance certificate issued by the competent authorities. It also agrees to cooperate fully with us and, where appropriate, with the competent authorities in the event of an audit or verification related to such matters.

#### **9.7 Reporting procedure**

To fully implement the principles and values contained in this Code of Conduct, we encourage transparency.

Any Business Partner that is personally confronted with a situation that may violate a law, regulation or principle described in the Code of Conduct, or that may be related to anti-corruption or influence peddling, must be able to report it freely through a whistleblowing system. This system is made available by the Group via the following website:

<https://report.whistleb.com/elis>

A Business Partner that uses this whistleblowing system in good faith and without malicious intent will not be subject to penalties or discriminatory measures.

We guarantee that the whistleblower's identity, the facts reported and the person mentioned in the report will remain confidential. The facts will be disclosed in strict compliance with the applicable regulations, in particular as regards the reporting of alerts and their proportionality with a view to protecting the interests in question.

We encourage the Business Partner to set up its own internal whistleblowing system within its organisation.

## 10 Audits

We ensure the implementation of this Code of Conduct by the Business Partner through Audits. These can be conducted either directly by us or by any independent audit company duly appointed by us, with or without prior notice.

Following an Audit and whenever possible, any Business Partner will have the opportunity, if necessary and in the event of non-compliance with this Code of Conduct, to determine and develop a corrective action plan.

In this respect, we may take into account the Audit reports requested by any other customer of the Business Partner, provided that such Audits were conducted by an independent external third-party audit company whose assessment system is recognised by us.

It is understood that such an Audit does not exempt the Business Partner from conducting its own audits of its Value Chain.

## 11 Updates to the Code of Conduct

Given that this Code of Conduct may be updated, for instance based on changes made to standards relating to personal data, the environment, anti-corruption [...], each Business Partner agrees to comply with such changes.

For Elis

David Lapitz

Purchasing & Supplier Quality Director  
ELIS

For the Business Partner

Company name:

Mr/Mrs/Ms:

Position:

Date:

By signing this Code of Conduct, I (the Business Partner) certify that I have read and understood all the principles, values and, in general, all the contents of this Code of Conduct and understand that I am responsible for its application.

Thank you in advance for signing this page and returning it to your contact in the Group's Purchasing Department.