



tessi

# **SUPPLIER RELATIONS CHARTER**



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# 1. Introduction

This Charter therefore embodies the importance with the Tessi Group gives to the rules and principles it imposes in its business dealings with all its suppliers and partners. It is part of the Group's CSR initiatives and its Ethics and Compliance policies.

The Tessi Group has decided to integrate the ten principles set out in the United Nations' Global Compact, which it signed in 2011, into its strategy and to promote it within its sphere of influence.

Moreover, it supports 12 of the 17 sustainable development goals of the United Nations 2030 agenda on a daily basis: a Code of Ethics presenting the Tessi Group's commitments in this area applies to each employee and is available on the website <https://www.tessi.eu/en/ethics-and-compliance/>.

This Charter applies to all business dealings (whether a contractual, qualification or listing relationship), between the Group and one of its affiliated companies, hereafter called "the Tessi Group", and its suppliers.

The Tessi Group encourages fair competition between its suppliers, and commits to protecting the confidentiality of the information and data which it receives, as well as the intellectual property rights of its suppliers. The Tessi Group wishes to create relationships with its suppliers, or potential suppliers, based on trust and

mutual respect and to share honest and fair practices within the scope of balanced and long-term relationships.

This Charter therefore expresses the Tessi Group's desire to share and apply the ethical principles which are at the heart of its business strategy with its suppliers, service providers and subcontractors.

## SUSTAINABLE DEVELOPMENT GOALS

Tessi has adhered to the United Nations Global Compact France since 2011 and, in 2018, it was appointed as a Corporate Ambassador for the Global Compact France with a term of office of 3 years.

### What is the Global Compact?

The Global Compact is a body that brings together organisations around 10 universally recognised principles (human rights, preventing corruption, etc.).

These principles provide a voluntary framework for any organisations that want to take their corporate responsibility approach further.

It is also the starting point for all the organisations that want to support the 17 Sustainable Development Goals (SDGs) adopted by the UN.

### What are the Sustainable Development Goals?

They form an action plan and a road map to achieve a better and more sustainable future. They provide an answer to the global issues that we face: poverty, inequalities, climate change, peace and justice, and the deterioration of our environment.

Tessi wanted to contribute to this unique initiative.

### ENVIRONMENT

Limiting and reducing our environmental impact to fight against climate change and preserve biodiversity on the land and in rivers and seas.

- Identifying and limiting our environmental impact.
- Optimising our employees' mobility.
- Generalising the implementation of recycling chains and encouraging re-use.



### COMMUNITY

Having a responsible and transparent organisation, through a social and ethical commitment.

- Respecting human rights, including in foreign countries.
- Fighting against all forms of fraud, corruption and tax evasion.
- Making our suppliers aware of their responsibilities.



### Main contributions related to our business



### Direct contributions related to the Group's responsible approach



### Indirect contributions



### BUSINESS

Maintaining our clients' confidence with reliable solutions that are secure, innovative, and respect everybody's fundamental freedoms.

- Ensuring the quality of the services we offer.
- Maintaining a strong partnership with our clients.
- Guiding our clients through a responsible digital transformation.
- Becoming a leading player in terms of digital trust and ethics, through an optimal level of data protection.



### WORKERS

Contributing towards shared economic growth, to create sustainable working environments and jobs, promoting equal opportunities and diversity in all its forms.

- Fighting against discrimination and promoting diversity.
- Promoting our policy of giving opportunities to handicapped people.
- Encouraging young people to pursue their education and facilitating their entry onto the job market.
- Offering a working environment that allows people to develop their skills.
- Encouraging social dialogue within the Group.
- Monitoring the quality of life in the workplace (right to disconnect, well-being through sport, etc.).



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## 2. Definitions

**"Suppliers"** are defined as any company or person that supplies products or services to the Tessi Group, namely but not exhaustively, the following legal or physical persons: suppliers strictly speaking, service providers, subcontractors, distributors and commercial intermediaries. The term "Suppliers" also encompasses the Tessi Group's "Partners".

**"Partners"** are defined, non-exhaustively, as any company or person, group, local authority, organisation/school or entity with which the Tessi Group temporarily teams up or associates with to perform a joint action in relation to a business, company, project or event (the partnerships can be commercial, industrial or technological). In general, this covers any other party which could have a business relationship with the Tessi Group.

## 3. Scope of application of the Supplier Relations Charter

The scope of application of this Charter mainly covers the following areas:

- Fighting corruption and preventing influence peddling;
- Preventing conflicts of interest;
- The fight against money laundering and the financing of terrorism;
- Duty of care;
- Social and environmental responsibility;
- Fraud;
- Information System security.
- Personal Data Protection.

The laws which apply in this area are applicable to Tessi Group's activities whether they are transnational or local. The Tessi Group will update this Charter if required due to amendments to these laws.

If, in special circumstances, the Supplier is unable to comply with some of the provisions of this Charter, it must inform the Tessi Group, and undertake to carry out corrective measures within a specified time frame.

This Charter applies to the Supplier itself as well as to its "affiliated or related companies" (subsidiaries, sister companies, and/or parent company) involved in activities performed as part of the relationship with Tessi Group. There is no limit to the products, services or work covered by the Charter.





## 4. Parties' commitments

### 4.1 Respect for fundamental human rights

The Tessi Group undertakes to respect fundamental human rights wherever it conducts its business activities. It fulfils this commitment by working to implement and strengthen practices and procedures to prevent, mitigate and, where possible, correct negative impacts on human rights that either result directly from its operations, or could be directly linked to its activities in its relationships with Suppliers. The commitment to, and implementation of, these practices and procedures are based on international publications, including the Universal Declaration of Human Rights, the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, and the guidance provided by the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights.

Tessi Group expects its Suppliers to conduct their businesses in a manner that respects human rights, in accordance with the principles set out below, and take all reasonable steps to remedy any risks related to human rights in their supply chain and in their own operations.

### 4.2 Abolition of child labour

The Supplier undertakes to apply the provisions relating to the abolition of child and adolescent labour as defined by domestic legislation or, failing that, by ILO conventions.

### 4.3 Ban on forced labour

The Supplier is prohibited from:

- Using any form of bonded, forced or compulsory labour, and any form of slavery, in compliance with ILO Conventions No. 29 on forced labour and No. 105 on the abolition of forced labour;
- Employing people who are under the minimum working age, in accordance with domestic laws and/or ILO Conventions No. 138 and No. 182.



## 4.4 Diversity, equal opportunities and respect for the individual

The Supplier:

- shall prohibit all forms of discrimination, including discrimination based on criteria related to nationality, ethnic, social or cultural origin, gender, sexual orientation, disability, age, physical characteristics, religious beliefs, political opinions, civil status or trade union membership (a non-exhaustive list);
- undertakes to foster a working environment in which all employees are treated with dignity and respect. To this end, it prohibits all forms of physical or mental harassment;
- also undertakes to do its utmost to promote diversity, equal opportunities and the professional integration of people who are excluded from the job market, and to respect its obligations concerning the employment of disabled people.



## 4.5 Respect of working conditions

The Supplier:

- must ensure that its employees work in compliance with all the compulsory laws and standards which are applicable concerning the number of hours and days worked;
- undertakes, as an employer, to respect its tax and social security obligations and to pay its employees in accordance with the laws/regulations in force;
- undertakes to comply with employment regulations relating to social dialogue and the right to organise.

## 4.6 Ban on undeclared work

The Supplier undertakes:

- not to use undeclared labour and to discharge its obligations concerning declarations to the administrative, social security and tax authorities required in the countries concerned;
- to set up systems to control these aspects with its own suppliers, service providers and/or subcontractors.

## 4.7 Respect for the right to organise

The Supplier undertakes to recognise and respect the rights of employees concerning their right to form trade unions, organise and to collective bargaining and to facilitate the development of social dialogue by encouraging the freedom of expression and association of workers.

## 4.8 Occupational Health and Safety

The Supplier undertakes to:

- guarantee safe and healthy working conditions for its employees and take measures to prevent accidents and occupational illnesses;
- train its employees and ensure that they know the rules which apply to health and safety;
- comply with all the applicable laws relating to working conditions, including but not restricted to laws relating to the health and safety of workers, hygiene, fire safety and the prevention of occupational risks;

- ensure that its activities are not harmful to the health and safety of its personnel, its subcontractors, other parties involved in its operations, the surrounding population and users of its products or services;
- carry out pro-active health and hygiene initiatives. The risks connected with its activity must be assessed and, if required, progress plans must be implemented to prevent them.

## 4.9 Environmental Protection

The Supplier undertakes to minimise its environmental impact on the climate, natural environments, the consumption of resources and air quality.

As such, it undertakes to:

- comply with national and international environmental legislation and take all measures to prevent harm to the environment;
- assess the environmental risks of its activities;
- reduce the environmental impact of its sites, products, services and activities, and thus contribute to the associated targets for the reduction of greenhouse gas emissions;
- prevent pollution arising from its activities;
- contribute to the low-carbon economy;
- protect natural resources and biodiversity;
- take initiatives to promote environmental responsibility;
- encourage the development and deployment of environmentally friendly technologies, by taking the impact of the whole of the life-cycle of a product or service into account (extraction of raw materials, production of materials, manufacture of products, packaging, transport, energy production-consumption and availability);
- control the risks associated with the use of chemicals and hazardous materials;
- promote the circular economy, manage waste by minimising it and maximising its recycling;
- run its business activities according to the principles of energy sobriety.





## 4.10 Digital responsibility

With regard to services involving the supply of software, IT equipment or hosting, the Supplier undertakes to:

- optimise digital tools to limit their environmental impact and energy consumption;
  - develop a range of services that are accessible to all, and inclusive and sustainable;
  - implement ethical and responsible digital practices;
  - make the use of digital technology measurable, transparent and legible;
  - encourage the emergence of new behaviours and values.
- In this context, the Supplier may refer to the "Responsible Digital Charter" of the French Responsible Digital Institute ("Institut du Numérique Responsable"):
- [French version \[web link\]](#)
  - [English version \[PDF\]](#)



## 4.11 The fight against corruption and influence peddling

The Supplier undertakes to comply with international and domestic laws, regulations and standards concerning the prevention of and fight against corruption and influence peddling.

As such, the Supplier:

- shall prohibit all forms of corruption and influence peddling;
- undertakes to put in place actions to prevent risks of corruption;
- shall not offer or accept any form of payment (cash, goods and services, gifts, invitations, travel, entertainment, hospitality, etc.) in order to obtain or grant an unwarranted benefit;
- undertakes to record all supplies/services provided under the contract in its accounts.

## 4.12. Prevention and management of conflicts of interest

The Supplier undertakes to:

- avoid direct or indirect conflicts of interest that could interfere with the ability of its employees to conduct themselves objectively and impartially when performing their duties and responsibilities.
- declare any situation where one of its employees or a person close to them has a conflict of interest that risks influencing or would appear to influence the impartial and objective performance of their duties, in the business relationship between the Supplier and the Tessi Group on the whistleblowing platform provided by the Tessi Group (platform <https://tessi.signalement.net>), as soon as it is aware of it.

The purpose of this whistleblowing system is to ensure that no employee or corporate officer of the Tessi Group or its affiliates who decides to enter into a commercial relationship with the Supplier or who is likely to influence the commercial relationship with the Supplier:

- a.** is an employee, corporate officer, shareholder or actual beneficiary of the Supplier;
- b.** has business, commercial or financial dealings with the Supplier, either directly or through an intermediary, outside the scope of their activities in the Tessi Group or its affiliated companies;
- c.** is directly related (e.g. spouse, partner, immediate parent or child, brother or sister, etc.). to a person in situations **a.** or **b.**



### 4.13 Fair competition

Competition law aims to safeguard free competition by prohibiting certain practices, such as market sharing, price fixing or abuse of a dominant position, which put consumers, suppliers and/or competitors at a disadvantage.

Any practice which is aimed at restricting competition is prohibited.

The Supplier therefore undertakes to comply with all applicable laws and regulations relating to free competition. These laws or regulations prohibit, for example, collusion between competitors or between Suppliers, distributors and customers, in particular price cartels, or agreements on market allocation and restricting output, discriminatory practices, practices where the Supplier uses its market power to impose unfair commercial terms or any other behaviour likely to reduce, hinder or eliminate competition.

### 4.14 The fight against money laundering and the financing of terrorism

Money laundering involves concealing the proceeds from criminal activity (tax fraud, theft, drug trafficking).

Legal entities, and their employees and directors, can be held criminally liable for money laundering.

In this context, the Supplier:

- is prohibited from carrying out or participating in any practice that constitutes the laundering of goods, income or capital or which contributes, directly or indirectly, to the financing of terrorism;
- undertakes to implement appropriate procedures in its departments to prevent money laundering and the financing of criminal activities, in particular terrorism, by its company;
- must take the appropriate steps to work with trusted customers and suppliers and only enter into transactions from legitimate sources.



## 4.15 Compliance with economic sanctions and export control regulations

The Supplier:

- must respect the applicable laws and regulations concerning economic sanctions and embargoes published by any competent government entity<sup>(1)</sup> including export controls, embargoes and other trade restrictions;
- hereby certifies that it is not included in a list of entities which are subject to such sanctions and will immediately inform the Tessi Group should it appear on such a list.

This obligation applies throughout the period of the contractual relationship with the Tessi Group and will take any changes to the applicable domestic and international laws, regulations and standards into account.

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<sup>1</sup>Notably in the United States, the European Union, the United Nations and the United Kingdom



## 4.16 Protection of property and resources

The Supplier must protect any property and resources that the Tessi Group supplies to it when providing its services against damage, distortion, fraud, theft and loss.

## 4.17 Protection of personal data

Personal data means any information of any sort that enables a natural person to be directly or indirectly identified.

The Supplier, its employees and any third party authorised to act on its behalf must treat any discussion or written information emanating from the Tessi Group, as confidential.

In accordance with the provisions of the GDPR, the Supplier (in its capacity as processor) undertakes to only process data in accordance with the documented instructions of the Tessi Group included in the contract and its appendices.

The Supplier undertakes to:

- comply with all laws and regulations relating to the protection and security of personal data;
- respect the confidentiality of the data of its employees and customers;
- take appropriate technical and organisational measures to ensure a level of security commensurate with the risk;
- inform the Tessi Group of any breach of privacy or security and any vulnerability identified in the Tessi Group's data;
- if a service provider is used (called a "sub-processor"), ensure that all the contractual obligations concerning data protection which apply to it are passed on to the sub-processor;
- supply the Tessi Group, given the nature of the processing and the information available to the Supplier, with all the information required to enable the Supplier to fulfil its obligations under Articles 35 and 36 of the GDPR, as applicable; request the Tessi Group's express approval before transferring personal data to a country outside the European Union and the European Economic Area. In these circumstances, the Supplier and Tessi agree that such a transfer may be regulated either by signing standard contractual clauses with the sub-processor, or by the Supplier establishing Binding Corporate Rules (BCR) approved beforehand by the CNIL (The French Data Protection Agency).

#### 4.18 Information Security

If the relationship leads the Tessi Group to transfer to the Supplier confidential or sensitive information or information which concerns activities which are fundamental for the Tessi Group's business activities, the Supplier undertakes to apply appropriate data prevention and security measures in accordance with state-of-the-art practices in this field. These measures must protect the confidentiality, integrity and availability of the data processed on the Tessi Group's behalf.

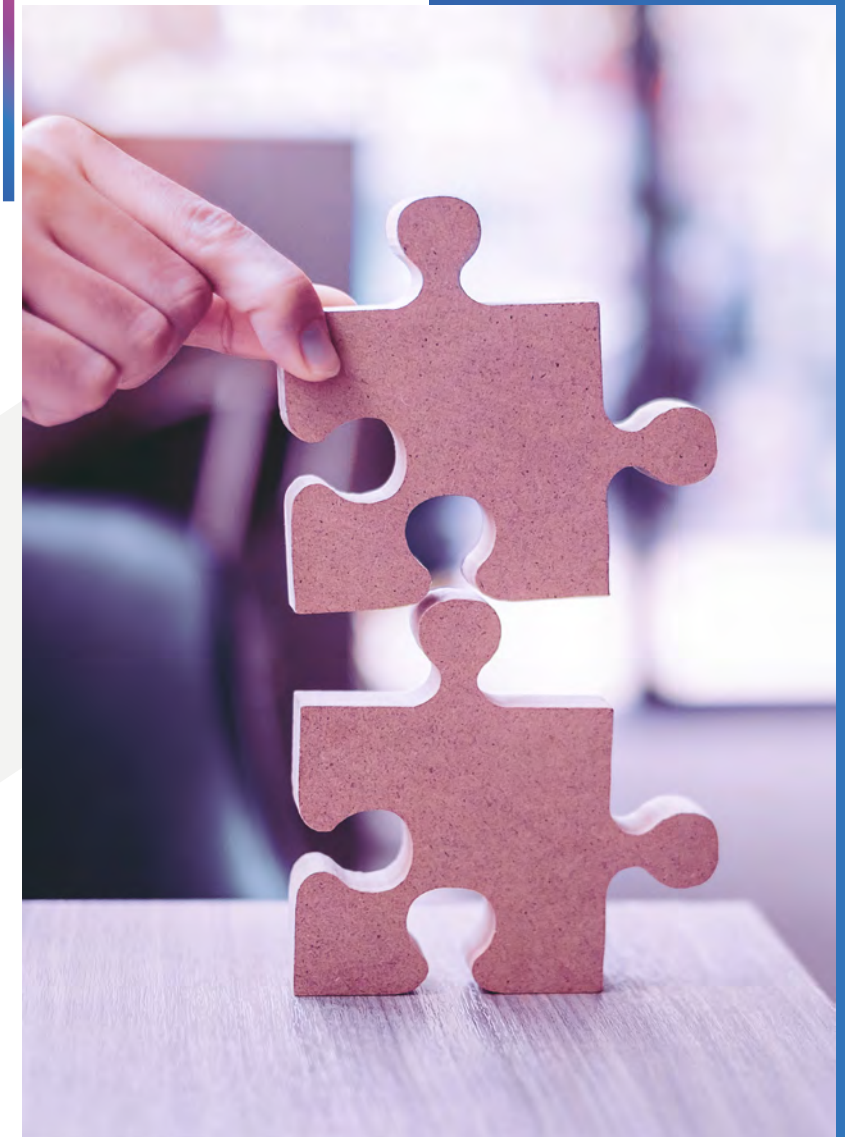
In this context, the Supplier may, on request, have access to the security policy for Tessi Group's information systems. If necessary, it may contact the Information Systems Security Manager of the Tessi Group subsidiary concerned to confirm the most appropriate security measures.

### 5. Whistleblowing system

The Tessi Group fosters a culture of trust, based on ethics, transparency and compliance. It encourages its Suppliers to share their concerns about situations or behaviour that might go against the principles described in this Charter or which might appear to be contrary to best ethical practices in the following areas:

- Finance, accounting and banking.
- The fight against corruption and influence peddling.
- The fight against conflicts of interest.
- The fight against anticompetitive practices.
- The fight against discrimination and harassment at work.
- Occupational health, safety and hygiene.
- Protection of the environment.

Any report can be made directly on the platform:  
<https://tessi.signalement.net>





## 6. Continuous improvement and compliance with the Supplier Relations Charter

### 6.1 Continuous improvement action

The Tessi Group and the Supplier shall work together in order to make progress on:

- identifying the weak points in the supply chain with regard to the principles of this Supplier Relations Charter;
- defining the concrete actions needed to make progress in order to control the associated risks.

The Tessi Group expects its Suppliers to pledge to implement progress plans which are based on the principles in this Charter, and to communicate to Tessi on these plans during the steering committee meetings stipulated

in the contract.

### 6.2 Compliance with the Charter

The Tessi Group reserves the right to carry out checks and verify that its Suppliers' activities comply with the provisions of this Charter at any time during the performance of the contract.

This can include self-assessments or audits carried out by Tessi Group's teams or by third-party organisations; the scope of the audit can cover all or some of the various principles.

If Tessi Group decides to have an audit carried out by a third party, it will appoint an independent company bound by an obligation of confidentiality.

## 7. Contact

If the Supplier has any questions about the Supplier Relations Charter or the Tessi Group's expectations, the Supplier may contact the Group Compliance and Risks Department at the following address: [corporatecompliance@tessi.fr](mailto:corporatecompliance@tessi.fr)

## 8. Supplier's Adherence to the Charter

The Supplier who adheres to this Charter agrees to work in accordance with the above principles and rules throughout the contractual relationship with the Tessi Group.

The Supplier also undertakes to inform its managers and ensure that the commitments set out in this Charter are respected by all of them, as well as its representatives, employees and agents, and by its own suppliers, irrespective of their position.

The Supplier accepts that failure to comply with the commitments of this Charter may result in the suspension or even early termination of any existing agreement/contract with the Tessi Group, under the contractual conditions binding the Supplier to the Tessi Group.

Finally, the Supplier undertakes to inform the Tessi Group promptly, by all possible means of communication, of any event or factor which could result in it failing to respect these commitments.

The signature of a contract with the Tessi Group's means adherence to this Charter.







## Version 1.0\*

\*If this document has a higher index than those previously published, it cancels and replaces them.

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