



# GRAVOTECH

EXPRESSION OF THINGS



# ANTI-CORRUPTION COMPLIANCE CHARTER

GRAVOTECH BUSINESS PARTNERS



Gravotech Group is subject to various **extra-territorial laws**, in particular the French law known as "[Sapin 2 Law](#)" dated December 9th, 2016 as well as to the provisions of the American "[Foreign Corrupt Practices Act](#)" and the UK "[Bribery Act](#)".

In this context, the Gravotech Group has implemented an **anti-corruption compliance program** applicable to all its employees and executives and therefore undertakes to have the principles laid down in its program applied internally.

But **Gravotech also expects each of its suppliers, service providers, distributors, sales agents and business providers (hereinafter the "Business Partners") to adhere to these compliance principles or to apply at least equivalent principles** in order to meet these requirements in terms of integrity and business ethics.

Through this anti-corruption compliance charter (the "Charter"), Gravotech states the principles of its anti-corruption compliance program.

Of course, Business Partners must comply with the laws of the States where they are established and carry out their operations. If national laws provide for stricter rules than those contained in the Charter, then national laws must prevail and be enforced. If the Charter lays down stricter principles than national laws, then the provisions of the Charter shall prevail.

We are convinced that an ethical and responsible approach on the part of all stakeholders is decisive and mutually beneficial.

## 1 - PROHIBITION OF CORRUPTION AND INFLUENCE PEDDLING PRACTICES

As part of its compliance program, the Group **strictly prohibits any behavior falling within the scope of the following practices and requires a strong commitment in this respect from its Business Partners.**

### 1.1. CORRUPTION

**Corruption is the act of promising, giving or offering to a third party or the act of requiring or receiving from a third party, directly or indirectly, an undue advantage (monetary or otherwise), in return for facilitating, performing or refraining from performing an act or to obtain special favors or advantages.**

Thus corruption consists in:

- **Promising, giving or offering (active corruption) / requesting or receiving (passive corruption) an undue advantage.**
- **Directly or indirectly:** the corruption acts may be carried out directly by an entity or through intermediaries (i.e. corruption practices carried out by Business Partners acting locally on behalf of the Gravotech Group).
- **Examples of undue advantage:** money, gift cards and equivalents, discounts and indemnities, gifts, meals and entertainment, business or service opportunities, disclosure of confidential information, job offers, internships (paid or unpaid), etc.
- **Whether effective or not:** attempted corruption is punishable in the same way as corruption that has produced its effects/achieved its objective.

→ **The Business Partner must undertake not to engage in such corruption practices.**

### 1.2. FACILITATION PAYMENTS

**Facilitation payment refers to the act of unduly compensating, directly or indirectly, a public official for the completion of administrative formalities which should be obtained through normal legal channels.**

These are small informal payments made generally to low-level public officials in order to obtain or accelerate the execution of routine administrative formalities.

→ **The Business Partner must undertake not to make any facilitation payment.**

### 1.3. INFLUENCE PEDDLING

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**It is the fact, by any person (the beneficiary), to propose, directly or indirectly, to a private person or a public official (the intermediary) offers, promises, gifts or donations so that this person uses his real or supposed influence on a third party (the target) in order to allow the beneficiary to obtain:**

- from a public authority or administration, awards, jobs, contracts or any other favorable decision.
- that the public authority or administration performs or refrains from performing an act of its function, mission or mandate.

The request or acceptance of offers, promises, gifts or donations is also reprehensible as passive influence peddling.

**→ The Business Partner must commit not to engage in such practices that are characteristic of a situation of influence peddling.**

## 2 - BUSINESS PARTNER'S COMPLIANCE COMMITMENT

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Because of its commercial relationship with Gravotech, **the Business Partner is committed to working in compliance with business ethics:**

- » It will have to carry out its activities in strict compliance with applicable standards and regulations in the prevention and fight against corruption in the country in which it is established, but also in compliance with the provisions of the Charter if they are more demanding or complementary.
- » The Business Partner shall ensure that all of its affiliates, officers, employees, representatives, subcontractors and agents (the "Representatives"), directly or indirectly related to Gravotech, comply with the rules contained in the Charter.
- » The Business Partner shall under no circumstances and for any reason, explicitly or tacitly authorize or endorse, directly or indirectly, the behaviors mentioned in section [1 – Prohibition of corruption and influence peddling practices](#) by its Representatives.
- » The Business Partner must implement the necessary means to disseminate the principles contained in the Charter and, if necessary, monitor their compliance by its Representatives. The Business Partner shall produce its best efforts to acquire a good knowledge of the commercial practices of its own suppliers and other partners and shall require them, where appropriate, to comply with principles at least equivalent to those laid down in the Charter.
- » Because of its direct link with Gravotech, the Business Partner remains responsible to Gravotech for the compliance of its Representatives with the Charter.

Gravotech considers that the provisions of the Charter, which may be amended on an ad hoc basis, are essential and decisive in the context of the relationship between Gravotech and the Business Partner (by contract or established commercial relationship). The Business Partner therefore recognizes that it is essential to comply with it.

In the event that the Business Partner, would find, that it would not be able to comply with certain provisions of the Charter, or it (including its Representatives) has or is likely to have violated any of the provisions of the Charter, the Business Partner will then be required to immediately notify Gravotech so that the parties can determine whether corrective measures can be implemented. If this is the case, the Business Partner undertakes to remedy the shortcomings without delay and to implement the appropriate corrective measures.

Gravotech reserves the right to conduct checks and/or audits of its Business Partners to verify their compliance with the Charter.

**In all cases, any serious, repeated or deliberate breach by the Business Partner or its Representatives of the commitments set out in the Charter shall constitute a breach of the Business Partner's contractual obligations liable to result in immediate termination for fault of the current contracts or business relations.**

### 3 - BUSINESS PARTNER'S ALERT RIGHT

**The Business Partner** (including any of its employees or officers) **may report to Gravotech any fact of which it has personal knowledge, related to its existing business relationship with Gravotech and constituting a violation or breach of the provisions of the Charter.**

This whistleblowing procedure is **optional**. The related alerts will be treated in **strict compliance with confidentiality and the personal data protection provisions** applicable under French law and [Regulation n°2016/679](#), known as the General Data Protection Regulation.

Any employee of the Business Partner may issue an alert by completing the attached **Whistleblowing reporting form** to be returned by e-mail to [compliance@gravotech.com](mailto:compliance@gravotech.com).

The Business Partner hereby confirms that it adheres to and shares Gravotech's compliance principles described above and that it will comply with and implement them.

<b>Company name of Business Partner:</b>	<b>Name and title:</b>
<b>Date:</b>	
<b>Signature:</b>	

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**GRAVOTECH**  
E X P R E S S I O N O F T H I N G S

# WHISTLEBLOWING REPORTING FORM

**Reminder:** the whistleblowing right recognized by Sapin 2 Law is not mandatory, but an opportunity given to each citizen, public official or employee to freely exercise this opportunity.

## 1. Contact details

**Whistleblowing reporting date** (DD/MM/YY):

**I, the undersigned:**

**Last name:**

**First name:**

**Title:**

**Professional phone number:**

**Professional e-mail address:**

Issue an alert in accordance with Gravotech Group's anti-corruption compliance charter.

**By filling this form, I attest that:**

- I act selflessly (as opposed to the action of a paid informant, to vengeful action or to the expectation of a personal benefit).
- I act in good faith (i.e., I have the reasonable belief that the facts are true at the time of the statement).
- I have personal knowledge of the facts (I am the source of the information).

## 2. Report of a specific person:

**I would like to report a specific person in this alert.**

If so, please specify the name, first name, position and contact details of this person:

**I do not want to report a specific person in this alert.**

**Reported facts** (please provide only precise, objective, detailed, intelligible and factual data, directly related to the scope of the anti-corruption compliance Charter, namely corruption and business ethics).

## 3. Attachments to the form:

**You can attach to this form any document that you think are useful to support your alert.**

**Yes.** If so, please list here the attached documents:

**No attachment.**

*The personal data collected in this form is processed by Gravotech Marking SAS as part of its legal obligation under the Sapin 2 Law. The purpose of this processing is to determine the admissibility of the alert, to verify the alleged facts and to take corrective action if necessary. The data is received by Gravotech's Compliance Officer and, where applicable only, by the department in charge of managing your company's business relationship with Gravotech. This data will be retained for the duration required for the alert verification and processing procedures. Each individual whose personal data has been collected by Gravotech has the right to access, correct, modify and delete their information, by contacting Gravotech Marking by mail at 466 Rue des Mercières, ZI Périca 69140 Rillieux-La-Pape, France (to the attention of the Compliance Officer) or by e-mail: [compliance@gravotech.com](mailto:compliance@gravotech.com). For any other complaint, the data subject can contact the national supervisory authority.*

