

# **SUPPLIER & PARTNER CODE OF CONDUCT**

GTT Group



## FOREWORD



For almost 60 years, the GTT Group has been offering recognised, safe and efficient technologies for the maritime transport and storage, on land and at sea, of liquefied gases or gases in cryogenic conditions.

As a responsible company, our *raison d'être*, our vision and our values drive our commitment to help build a sustainable world.

We owe our success in large part to our ethical and responsible behaviour, and to the relationships of trust and transparency that we maintain with our stakeholders. For GTT, these are the vectors of sustainable growth for the Group and key factors in the fulfilment of our commitments.

All GTT Group employees are committed to conducting their activities in accordance with the highest standards of ethics and integrity and in compliance with applicable laws and regulations. We expect the same commitment from our Suppliers and Partners in respect of common values and principles.

In this Supplier and Partner Code of Conduct, GTT expresses the standards and principles to which the Group intends its Suppliers and Partners to commit in terms of Ethics, Compliance and Sustainable Development, as part of a common approach to continuous progress.

As the foundations of a lasting relationship with GTT, we strongly encourage our Suppliers and Partners to adhere to this Code of Conduct and to this approach, which creates value and sustainable economic performance.

**Philippe BERTEROTTIERE**

Chief Executive Officer



## INTRODUCTION

GTT's raison d'être, vision and values underpin the Group's commitment to helping build a sustainable and responsible world.

As part of its approach to sustainable development, GTT has signed up to the 10 principles of the United Nations Global Compact and is promoting the 2030 sustainable development objectives.

GTT's Supplier and Partner Code of Conduct (hereinafter referred to as the "Supplier & Partner Code of Conduct") is fully in line with this approach initiated by the Group and with its commitments in terms of social and environmental responsibility and the fight against corruption.

At all levels of its organisation, GTT is committed to conducting its business in compliance with the highest standards of integrity and the laws and regulations applicable to it and expects its Suppliers & Partners to follow the same approach.

This GTT Supplier & Partner Code of Conduct sets out the principles contained in its Ethics and Compliance programme. It defines the standards and principles in terms of Ethics and Compliance that GTT asks its Suppliers & Partners to adopt and ensure compliance with as a minimum, wherever they conduct their activities.



## **A. SCOPE AND IMPLEMENTATION OF THE SUPPLIER & PARTNER CODE OF CONDUCT**

### **1. SCOPE OF APPLICATION**

This Code applies to all Suppliers & Partners contractually bound to one of the GTT Group entities, such as suppliers, subcontractors, service providers, consultants, sales agents, resellers, joint venture partners (collectively or individually referred to as "Suppliers & Partners").

### **2. IMPLEMENTATION OF THE SUPPLIER & PARTNER CODE OF CONDUCT**

GTT expects its Suppliers & Partners to commit to the Supplier & Partner Code of Conduct by signing the declaration and commitment document.

By signing the Supplier & Partner Code of Conduct, accepting an order governed by GTT's GTCs or a contract referring to this Code of Conduct, Suppliers and Partners undertake that all their activities and work carried out under the order or contract signed with GTT will be conducted in compliance with the provisions of this Code.

GTT also calls on its Suppliers & Partners to take the same approach within their organisation and to pass on the necessary instructions to their own suppliers and business partners.

GTT expects its Suppliers & Partners to be transparent about their compliance with this Supplier & Partner Code of Conduct.

As part of its CSR strategy and roadmap and its commitments in the fight against corruption and influence peddling, GTT may take the measures it deems necessary in order to verify and evaluate the actions taken by its Suppliers and Partners to implement and comply with the requested commitments.

This verification and evaluation process may be carried out by GTT as part of the selection process and throughout the duration of the business relationship with its Suppliers & Partners, and may take the form in particular of sending validation questionnaires and/or specific audits carried out by GTT or by a third party at its Suppliers & Partners. GTT's Suppliers & Partners undertake to cooperate transparently with GTT in carrying out these checks and evaluations.

GTT may take all appropriate measures following these audits. Considering the efforts that will have to be made by some of their Suppliers & Partners to comply with the provisions of this Code of Conduct, GTT is prepared to support, by means of awareness-raising and training, those Suppliers & Partners who commit to a process of progress and continuous improvement of their internal programme and policies.

However, failure to comply with these requirements and the absence of corrective measures may result in GTT stopping the selection process or, where appropriate, suspending and/or terminating the business relationship.

## **B. STANDARDS AND PRINCIPLES**

### **1. ACTING IN COMPLIANCE WITH LAWS AND REGULATIONS AND WITH GTT'S SUPPLIER & PARTNER CODE OF CONDUCT**

GTT expects its Suppliers & Partners to comply with all current local and international laws and regulations applicable to their activities, as well as with all provisions of the GTT Supplier & Partner Code of Conduct.

### **2. PROTECTING HUMAN RIGHTS AND COMPLYING WITH LABOUR STANDARDS**

#### **2.1 Human rights**

GTT is committed to protecting and respecting the human rights of every individual everywhere and adheres to the Universal Declaration of Human Rights and the United Nations Guiding Principles on Business and Human Rights.

GTT expects its Suppliers & Partners to be equally committed to complying with applicable laws and regulations as well as local and international standards relating to the human rights of every individual, wherever they conduct their business.

Suppliers & Partners undertake not to be complicit in any violation of human rights whatsoever, and to remedy any possible negative impact of their activities carried out for the GTT Group.

#### **2.2 Prohibition of child labour**

Suppliers & Partners undertake to comply with ILO Conventions 138 and 182 concerning child labour and the minimum working age.

Suppliers & Partners shall refrain from, and shall prohibit their suppliers from, encouraging, authorising or proceeding, in the context of their activities, with the employment and exploitation of children under the age of 16 or under the age of completion of compulsory education or under the legal working age in the country (whichever is higher), wherever their activities are conducted.

#### **2.3 Prohibition of forced labour and human trafficking**

Suppliers & Partners shall refrain from, and shall prohibit their suppliers from, encouraging, authorising or engaging in any form of forced or compulsory labour in the course of their activities. The act of confiscating a worker's identity papers or keeping workers in servitude or debt, or any form of forced enlistment, imprisonment or slavery is prohibited.

Suppliers & Partners are required to comply with all applicable laws and regulations regarding working hours and wages, including minimum wage, overtime and benefits, wherever they conduct their business.

All work must be performed on a voluntary basis and employees must be free to terminate their employment relationship subject to reasonable notice.

#### **2.4 Prohibition of discrimination and promotion of diversity**

Suppliers & Partners shall refrain from, and shall prohibit their suppliers from, encouraging, authorising or taking part in any form of discrimination or harassment against their employees based on personal characteristics such as nationality, age, social origin, ethnicity, gender, sex, political opinions, trade union membership, medical condition, disability, marital status, sexual orientation or other.

Suppliers & Partners undertake to comply with and promote the principles of diversity and equal opportunities and to encourage the integration of staff excluded from employment (suffering from a disability, for example) wherever their activities are carried out.

#### **2.5 Prohibition of illegal, clandestine and undeclared work**

Suppliers & Partners shall be prohibited and prohibit their suppliers from encouraging, authorising or taking part in any illegal, clandestine or undeclared work in the context of their activities, regardless of where these activities are carried out.

#### **2.6 Protection of freedom of association**

Suppliers & Partners, within the framework of applicable laws and regulations, wherever their activities are conducted, undertake to respect, recognise and support the right of each employee to form or join the trade union organisation of their choice and to bargain collectively for the defence of their mutual interests.

Suppliers & Partners undertake to apply a policy of non-discrimination towards their employees on the grounds of their trade union membership or activity.

#### **2.7 Protection of local communities**

GTT pays particular attention to supporting local development, in particular by encouraging local recruitment and partnerships. Internationally, GTT contributes to the economic development of the regions in which it operates. As an essential link in the LNG chain, GTT supports the indirect employment of several thousand people around the world who participate in the development of some of the Group's activities.

GTT expects its Suppliers & Partners to make a similar commitment to local communities and to report transparently on their actions to contribute to the development of local communities in the areas where they operate.

### **3. HEALTH AND SAFETY AT WORK**





Suppliers & Partners undertake to provide their employees with a working environment that protects their health and safety in accordance with applicable standards. In particular, they must implement all necessary measures to prevent accidents at work and occupational illnesses. Suppliers & Partners must regularly educate and train their employees and their own suppliers to prevent health and safety risks at work.

Suppliers & Partners must also control the health impacts of their activities on local populations and communities when conducting their activities

#### **4. CONTRIBUTING TO BETTER ENVIRONMENTAL PROTECTION**

The GTT Group has established an environmental strategy and acts daily to protect the environment.

The GTT Group expects its Suppliers & Partners to share this commitment and, as a minimum, to comply with the environmental laws and regulations related to their activities.

GTT encourages the initiatives of its Suppliers & Partners aimed at improving their energy efficiency, reducing the environmental impact of their activities, in particular on the climate, biodiversity, natural resources and water, air quality, through the use of green technologies, the optimisation of resource consumption, the monitoring and processing of waste resulting from their activities or by any other means.

GTT also expects its Suppliers & Partners to share their environmental data with the entities of the GTT Group with which they have a business relationship when necessary or at GTT's request.

## 5. ACTING WITH INTEGRITY AND PROMOTING BEST BUSINESS PRACTICES

GTT places ethics and integrity at the heart of the values and principles that govern its business.

GTT expects its Suppliers & Partners to behave with exemplary integrity in the conduct of their business and in particular in the following areas.

### 5.1 Combating corruption and influence peddling

The GTT Group applies a **zero tolerance** policy to corruption and influence peddling.

It is strictly forbidden for Suppliers & Partners to give, offer, attempt to offer, authorise or promise, directly or indirectly, any type of gift, object of value, invitation, remuneration or advantage whatsoever to a public or private official, with the intention of influencing a decision or inciting a person to abuse the prerogatives conferred by their duties, in order to obtain or retain any type of undue advantage for GTT or for themselves.

Consequently, all forms of corruption, influence peddling, actions that could be interpreted as such or inappropriate arrangements directly or indirectly involving public officials, customers, employees or agents of GTT or any other counterparty are strictly prohibited.

As a matter of principle, the GTT Group prohibits facilitation payments. These payments, made to public officials to induce them to perform their duties promptly, are generally illegal and constitute the offence of corruption under French law. Although regulations may vary depending on the jurisdiction, GTT expects its Suppliers to comply with this principle and invites them to contact GTT's Compliance department if they have any questions (see section 9 below).

The GTT Group expects its Suppliers & Partners to take appropriate measures to prevent, detect and punish any act directly or indirectly involving corruption or trading in influence within the scope of their activities and invites its Suppliers & Partners to refer to the GTT Ethics Charter, incorporated into this Code by reference, which details the principles and conduct to be complied with to prevent any act of corruption or trading in influence.

### 5.2 Preventing conflicts of interest

GTT is committed to preventing and detecting conflicts of interest of any kind and therefore expects its Suppliers & Partners to take the necessary measures to avoid them.

The personal interests of an employee or a Supplier & Partner may not be taken into account in relations with the GTT Group or its employees.

As part of the due diligence carried out by GTT during the selection process and during the period of validity of the contract binding them to GTT, potential Suppliers & Partners may be asked to declare the existence of any personal links with GTT employees or service providers. If there is any doubt about the existence of a conflict-of-interest situation, GTT encourages its Suppliers & Partners to notify GTT's Compliance Department without delay in order to assess the situation.



### **5.3 Complying with International Sanctions and Embargoes**

Suppliers & Partners shall comply with all applicable laws and regulations, orders, directives and rulings relating to economic sanctions, export controls, embargoes, including those of the European Union, the United Kingdom, the United States, the United Nations or any other relevant jurisdiction.

In addition, Suppliers & Partners certify that they are not on any list of entities subject to sanctions and undertake to notify GTT without delay if they become part of such a list during the period of validity of the contract binding them to GTT.

### **5.4 Combating money laundering and the financing of terrorism**

Suppliers & Partners must comply with all laws and regulations relating to money laundering and implement all necessary procedures within their organisation to prevent any money laundering, financing of illegal activities and financing of terrorism in particular by their company.

Suppliers & Partners undertake to take all relevant measures and to be particularly vigilant to ensure that they do not intervene in any transaction that may expose them and GTT to infringement of the laws and regulations referred to above.

### **5.5 Complying with competition law**

GTT undertakes to conduct its activities in accordance with the principle of free and fair competition, in compliance with the laws and regulations in force in the countries in which the group operates.

GTT has the same requirement with regard to its Suppliers & Partners. Thus, GTT's Suppliers & Partners must refrain from entering into or executing any agreement aimed in particular at fixing prices, establishing production limitations or quotas, sharing markets, engaging in any discriminatory practice or taking any direct or indirect action aimed at reducing, hindering or eliminating free competition.

## **6. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

### **6.1 Confidentiality**

Suppliers & Partners must respect the intellectual property rights of the GTT Group and implement all necessary measures within their organisation to ensure this.

In the context of their business collaboration with GTT, Suppliers & Partners may receive or hold information of all kinds on GTT's activities. Whether commercial, technical, legal or of any other nature, any information relating to GTT's activity which is not made public by GTT must be considered as confidential information.

GTT invites its Suppliers & Partners who work on the premises of GTT Group entities to comply with GTT's IT Charter and to be in touch with their contacts within GTT in order to comply with

the specific rules established by GTT, applicable to the protection of this confidential information.

Suppliers & Partners must not, directly or indirectly, trade in GTT securities on regulated markets using confidential information obtained in the context of their business relationship with GTT.

## **6.2 Protection of personal data**

Suppliers & Partners who, as part of their business relationship with GTT, are required to collect, process, use or transfer personal data for GTT, must comply with the applicable laws and regulations on the protection of personal data and in particular those emanating from the European Union.

Suppliers & Partners must implement appropriate technical and organisational security measures in order to avoid any unlawful processing of personal data collected or processed for GTT, to prevent any unauthorised access or disclosure, theft, alteration or accidental or fraudulent deletion of such personal data.

In the event of a breach or threatened breach of the personal data collected or processed for GTT, Suppliers & Partners must immediately and within a maximum period of 48 hours, notify GTT's Data Protection Officer (DPO) at **DPO@gtt.fr**.

GTT invites its Suppliers & Partners to contact the Compliance Department and/or GTT's DPO for any question relating to the collection, processing or transfer of personal data carried out for GTT.

## **7. AUDITING RIGHTS**

Each of the GTT Group entities reserves the right to audit compliance with the principles and/or commitments set out in this Code of Conduct by its Suppliers & Partners. These audits will be carried out by GTT Group entities or by duly mandated third parties.

Suppliers & Partners undertake to cooperate transparently and to allow this audit to be carried out under the best possible conditions; in particular, they undertake to maintain sufficient records to demonstrate their compliance with this Code of Conduct and will make complete and accurate records available to GTT's auditors.

Suppliers & Partners must undertake to improve their processes where the results of the audit show that this is necessary and, where appropriate, to resolve any non-conformities identified.

GTT Group entities may also assist Suppliers in applying better standards to remedy such non-conformities.

## 8. COLLECTION AND TREATMENT OF WHISTLEBLOWERS, PROTECTION OF WHISTLEBLOWERS

The GTT Group expects its Suppliers & Partners to ensure that adequate and effective management systems, policies, procedures and training are in place to ensure continued compliance with the provisions of this GTT Supplier & Partner Code of Conduct.

Suppliers & Partners who are aware of violations (or potential violations) of the GTT Supplier & Partner Code of Conduct, GTT Group principles and policies and/or applicable laws and regulations are encouraged to raise their concerns with their contact(s) in the GTT Group entity(ies) with which they do business.

GTT has also set up a reporting system that is open to its employees and stakeholders. GTT encourages its Suppliers & Partners to speak out by reporting any violations or suspected violations of applicable laws and regulations, GTT's Ethics and Compliance policies or GTT's Supplier & Partner Code of Conduct to:

**Ethics@gtt.fr**

[Ethics@gtt.fr](mailto:Ethics@gtt.fr) is an online interface that provides a confidential and secure opportunity to report such violations in good faith. [Ethics@gtt.fr](mailto:Ethics@gtt.fr) is also accessible on GTT.fr.

No reprisals may be taken against a whistleblower acting in good faith. A report in good faith of a potential violation by a Supplier & Partner will not affect that Supplier & Partner's relationship with the GTT Group.

GTT invites its Suppliers and Partners to consult the GTT.fr website to find out about the procedures for handling reports received via [Ethics@gtt.fr](mailto:Ethics@gtt.fr) and which have been determined to be admissible in accordance with the regulations in force.

Suppliers & Partners must also provide their employees and stakeholders with the means to raise any ethical or compliance concerns or issues without fear of reprisal or negative impact. They must also ensure that the necessary training has been carried out to ensure that their employees know how to use the whistleblowing system and are informed of the process for handling their reports.

## 9. CONTACT

If you have any questions about the GTT Supplier & Partner Code of Conduct or about the GTT Group's expectations in terms of ethics and compliance with regard to its suppliers and partners, or if you have any doubts about a behaviour to adopt or a decision to take with regard to the rules set out in one of the documents relating to the GTT Group's ethics and compliance policy, you can contact the GTT Compliance Department at the following address:

**[Suppliercontactcompliance@gtt.fr](mailto:Suppliercontactcompliance@gtt.fr)**



## APPENDIX 1 - ACCEPTANCE & COMMITMENT FORM

This contract ("**Acceptance Form**") is signed by:

The company: .....

Registered office: .....

Registered (RCS): .....

Duly represented by: ..... acting in the capacity of.....

Hereinafter referred to as the "**Supplier**".

The Supplier declares that it has received and read the:

**"GTT Group Supplier & Partner Code of Conduct"**

and undertakes vis-à-vis the GTT Group to comply with all of its provisions.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature,

\_\_\_\_\_  
Name (IN CAPITALS), Position, Company stamp

This document must be signed by a duly authorised representative of the supplier and returned to GTT - Direction des Achats - 1, route de Versailles 78740 St-Rémy-Lès-Chevreuse.

# GTT

Technology for a sustainable world

