



CARREFOUR GROUP
SUPPLIERS ETHICS CHARTER

Carrefour Group Suppliers Ethics Charter

Responsible trade is at the heart of the Carrefour group's strategy. This commitment is reflected in its raison d'être adopted at the general meeting of shareholders on June 14, 2019: "Our mission is to provide our customers with quality services, products and food that is accessible to all across all distribution channels. Through the expertise of our employees, a responsible and multicultural approach, our broad territorial presence and our ability to adapt to production and consumption modes, our ambition is to be the leader of the food transition for everyone".

The Carrefour group's societal approach is based on the following three main components :

1. the respect for human rights;
2. the ethical and responsible conduct of its activities and
3. the respect for the environment.

The Carrefour group suppliers must subscribe to this approach by adhering to this ethical Charter and agreeing to comply with the principles stipulated in the following reference standards:

- the Universal Declaration of Human Rights;
- the United Nations (UN) Guiding Principles on Business and Human Rights;
- the International Labor Organization (ILO)'s fundamental conventions;
- the Organization for Cooperation and Development (OECD) Guidelines for Multinational Enterprises on Responsible Business Conduct;
- the United Nations Global Compact.

This Ethics Charter constitutes a minimum standard of good practices and a prerequisite for any contractual/commercial relationship with the Carrefour group.

It is applicable to any supplier of the Carrefour group (hereinafter the "**Suppliers**").

At all stages of the commercial relationship and regardless of their location, the Suppliers shall :

- respect the principles set out in this charter either by the direct application of the latter, or by the implementation of a charter or an ethical code establishing ethical principles equivalent to those stated in this charter;
- ensure compliance with local, national and international standards applicable in the countries in which the activities are carried out;
- guarantee their affiliated companies or subcontractors' compliance with these principles throughout the supply chain as part of the commercial relationship with the Carrefour group.

I- THE RESPECT FOR HUMAN RIGHTS AND WORKING CONDITIONS

1. Prohibiting forced labor and human trafficking

1.1 The Suppliers prohibit any form of forced, compulsory or debt labor, including prison work and any form of modern slavery.

1.2 The Suppliers prohibit the withholding of identity documents (passports, identity cards, etc.) or the requirement for workers to post deposits or financial guarantees.

1.3 The Suppliers shall not require from workers, as a prior condition to employment, the direct or indirect payment of recruitment costs or the payment of any deposit of any kind.

2. Prohibiting child labor

2.1 The Suppliers must comply with the international standards issued by the ILO concerning the work of children under 18 years of age. In particular, they prohibit the work of children under the minimum age imposed by the applicable local legislation for working or leaving school; this age may not, in any event, be less than 15 years of age, except for an exemption provided for by ILO Convention No. 182. In accordance with ILO Convention No. 182, the Supplier must not employ young workers under 18 years of age in conditions likely to harm their health, safety or morals.

2.2 The suppliers must comply with all international standards issued by the ILO on child night work.

3. Ensuring reasonable working hours

The Suppliers shall respect local laws and regulations applicable to working hours and overtime and, if they are more favorable for employees, ILO standards should be applied.

4. Ensuring decent remuneration

4.1 The Suppliers commit to grant their employees a remuneration equal to or greater than legal minimums or if not, to the reference standards of the relevant sector of activity. In any case, this remuneration must be fair and adapted to local living conditions.

4.2 The Suppliers commit to grant all workers the benefits provided by the local legislations, including paid leave.

4.3. The Suppliers prohibit, as a disciplinary measure, any withholding of salary or any other type of deduction that is not provided for by local law.

5. Respecting freedom of association and the right to collective bargaining

5.1 The Suppliers must respect freedom of association and recognize the right to collective bargaining. They must in particular refrain from any interference or obstruction to the creation or membership of trade union organizations.

5.2 When the right to freedom of association and collective bargaining is restricted or prohibited by law, the Suppliers shall not hinder other forms of independent and free representation and negotiation of workers, in accordance with ILO conventions.

5.3 The Suppliers must not exercise discrimination, intimidation or pressure against worker representatives or trade unionists, nor penalize them in any way.

6. Guaranteeing workers' health and safety

6.1 The Suppliers must establish and maintain a safe, healthy and secure working and accommodation environment. They must define and apply clear and detailed procedures as well as training to prevent, detect and mitigate any danger that would constitute a risk for the health, safety and hygiene of workers. The Suppliers must as a minimum comply with local and international legislation on this subject.

6.2 In particular, the Suppliers must provide adequate protection of buildings against fire, and must ensure the solidity, stability and safety of buildings and equipment, including accommodation premises when applicable.

6.3 The Suppliers are expected to ensure that work insurance is offered to all workers. It should cover medical care for work-related accidents and occupational diseases.

6.4 The Suppliers must provide all workers with access to clean toilets and drinking water.

7. Prohibiting discrimination, harassment and mistreatment

7.1 The Suppliers shall not exercise, support or tolerate discrimination of any kind, in particular in matters of recruitment, remuneration, access to professional training, working conditions, promotion, dismissal or retirement, based on sex, age, religion, marital status, ethnic origin, illness, disability, pregnancy, migrant status, membership in workers' organizations, including trade unions, political affiliation, sexual orientation, or any other personal characteristics.

7.2 The Suppliers shall guarantee their employees a working environment that respects their dignity, where all forms of physical, sexual or psychological harassment, corporal punishment or any other form of mistreatment are strictly prohibited.

II- THE ETHICAL AND RESPONSIBLE CONDUCT OF ITS ACTIVITIES

1. Ensuring product quality and safety

1.1 The Suppliers must comply with local applicable laws and regulations regarding health and product safety. To this end, they are required to implement appropriate controls throughout their production, processing and distribution chain.

1.2 The Suppliers must comply with applicable laws and regulations regarding consumer information.

2. Respecting competition law

2.1 The Suppliers must comply with competition law rules applicable in all countries in which their activities are carried out. In particular, they are prohibited from participating in any unfair practice (cartel, abuse of dominant position or concerted practices, etc.) having the consequence of hindering free competition.

2.2 The Suppliers must also avoid finding themselves in a situation of excessive economic dependence on Carrefour.

3. Fighting against corruption, money laundering and financing of terrorism

3.1 The Suppliers must not accept any form of active or passive corruption, public or private. The Suppliers especially refrain from granting any undue advantage in any form whatsoever to a private person or a public official.

3.2 The Suppliers must comply with the applicable laws and regulations to their activities in the prevention and fight against money laundering and financing of terrorism.

3.3 The Suppliers are expected to implement a compliance program designed to prevent corruption risks and adapted to the risks of their activities.

4. Preventing conflicts of interest and monitoring gifts and invitations

4.1 The Suppliers are expected to avoid any potential or actual conflict of interest with people involved, directly or indirectly, in the purchasing process of products or services with the Carrefour group. When Suppliers face a risk of potential or proven conflict of interest, they must immediately inform their contact within the Carrefour group.

4.2 The Suppliers must ensure that gifts and invitations offered or received within the business relationship with the Carrefour group are authorized by applicable laws and regulations, match industry and customs practices and do not violate the internal policies of the beneficiary organizations.

5. Respecting intellectual property rights

The Suppliers must comply with all international treaties and national laws in force regarding the protection of intellectual property rights, particularly with regard to trademarks and patents, and prohibits any act of counterfeiting.

6. Guaranteeing transparent and reliable information

The Suppliers are expected to communicate transparent and reliable information, as part of their business relationship with the Carrefour group.

7. Guaranteeing confidentiality and prohibiting insider trading

7.1 The Suppliers shall guarantee the confidentiality of non-public information communicated by the Carrefour group within the framework of their commercial relations.

7.2 The Suppliers must refrain from using privileged information obtained within the framework of its commercial relations with the Carrefour group in order to gain an advantage or to communicate it to third parties in order to speculate on the actions of the Carrefour group or its Suppliers.

8. Guaranteeing the Protection of Personal Data

8.1 The Suppliers must comply with all standards applicable to the protection of personal data, especially the General Data Protection Regulation (GDPR) when applicable.

8.2 The Suppliers must ensure, throughout the duration of personal data processing activities, an adequate level of security and protection, including international transfers.

9. Ensuring Fiscal Ethics

The Suppliers must comply with all fiscal rules, international conventions and sector tax standards applicable in the countries where their activities are carried out. The Suppliers must not practice deliberate tax evasion, nor facilitate it on behalf of others.

III- THE RESPECT FOR THE ENVIRONMENT

1. Ensuring Environmental Compliance and Performance

1.1 The Suppliers must respect international conventions and all applicable laws and regulations regarding environmental protection in the countries in which their activities are carried out. They must possess up-to-date and compliant administrative documents on all their locations (facilities, headquarters...).

1.2. The Suppliers are expected to implement procedures aimed at identifying and assessing the environmental risks linked to their activities as well as reasonable measures to avoid or reduce their impact on climate, biodiversity and resources in his supply chains particularly with regard to water, energy and waste.

1.3. The Suppliers must not use raw materials stemming from protected animals or plant species or from illicit practices. Any non-renewable natural resource must be managed as efficiently as possible.

1.4 The Suppliers commit to communicating to the Carrefour group the extra-financial data that would reasonably be requested from them in order to comply with the relevant applicable regulations (e.g. reduction of CO2 emissions, reduction of packaging volumes, etc.). They must be auditable at any time by a third party.

2. Preserving forests, primary vegetation and other remarkable ecosystems

2.1 The Suppliers shall guarantee their production and/or supplies are not linked to deforestation and/or the conversion of forests, primary vegetation and other remarkable ecosystems.

2.2 The Suppliers shall respect the cut-off dates after which deforestation and/or conversion of forests and primary vegetation are considered non-compliant with the Carrefour group's commitments, in particular for palm oil, cattle breeding, soya, cocoa, coffee and wood.

3. Preserving marine biodiversity

3.1. The Suppliers must minimize the impact of their activities on marine ecosystems.

3.2. For their supply of seafood, the Suppliers commit at their level (i) minimize the impact of fishing techniques used in their supply chain on marine ecosystems, in particular by ensuring that fishing techniques are adapted to the relevant species and geographical areas and (ii) limit the impact of aquaculture activities, particularly by the selection of foods used and by limiting discharges into the ecosystem.

4. Respecting animal welfare

The Suppliers must comply with the regulations in force regarding animal welfare as well as to implement measures in their supply chain (breeding, transport and slaughter of animals) in favor of animal welfare. The Suppliers shall ban acts of cruelty towards animals.

5. Reducing plastic, waste, water and soil pollution and resource consumption

5.1 The Suppliers ensure optimal management of resources, in particular by seeking to establish circular management of resources, and by implementing all reasonable measures to reduce all forms of waste (notably energy and food). Any non-renewable natural resource must be managed as efficiently as possible.

5.2 The Suppliers shall reduce the amount of waste, particularly plastic, resulting from their activities, at the different stages of the supply and production chain.

5.3 The Suppliers shall reduce air, water and soil pollution linked to their activities, at the different stages of the supply and production chain.

5.4 The Suppliers must limit as much as possible the use of substances of high concern and substances of very high concern; they implement the necessary means to replace them if necessary.

5.5 The Suppliers must refrain from using raw materials stemming from protected animal or plant species or from illicit practices.

6. Fighting climate change

6.1 The Suppliers shall assess the risks generated by climate change on their activities and to take the appropriate measures to adapt to them.

6.2 The Suppliers commit to reduce greenhouse gas emissions from their activities (scopes 1 and 2).

6.3 In collaboration with the actors in their supply chain, the Suppliers undertake to implement measures to reduce greenhouse gas emissions resulting indirectly from their activities (scope 3).

IV- WHISTLEBLOWING SYSTEM AND PROTECTION OF THE COLLECTION OF REPORTS

The Carrefour group has set up a whistleblowing system, open to everyone, employees or third parties (suppliers, providers...) allowing the collection, in a voluntary, confidential and secure manner, of any situation or conduct, existing or reasonably suspected of occurring, which would be contrary to ethics, to the laws and regulations in force or of this Charter.

More information on the collection and processing of the reports as well as the access to a secure platform are accessible at the following address: <https://ethique.carrefour.com>

V- ACCESSING INFORMATION AND CONTROLS

The Carrefour group reserves the right to monitor the Suppliers' compliance with the principles set out in this Charter, particularly in the event of an alert identified by the Suppliers or by the Carrefour group, the non-compliance or controversy identified by the media or by a stakeholder. These controls may be carried out by Carrefour group entities or by duly authorized third parties. These controls will be limited to the business relationship between the Carrefour group, on the one hand, and the Suppliers and their supply chain on the other hand.

The Suppliers agree that they shall cooperate in good faith during the monitoring and in particular to provide the Carrefour group with any information that would be reasonably requested in this context. In case of non-compliance, they undertake to implement all reasonable corrective measures.

The Carrefour group reserves the right to terminate any contract or commercial relationship if the Suppliers do not comply with the principles set out in this Charter and/or refuses to implement, within a specified period, action plans and corrective measures likely to resolve them.



ETHICS CHARTER

- THE COMPANY.....
 - SHARE CAPITAL OF.....
 - REGISTRATION NUMBER
 - HEAD OFFICE LOCATION.....
 - REPRESENTED BY.....
 - ACTING AS.....
- DULY AUTHORIZED,

acknowledges having taken full notice of all the provisions of the Carrefour “Ethics Charter” and agrees to comply with its principles throughout its relationship with the Carrefour Group’s companies.

Place

Date.....

SIGNATURE AND
COMPANY STAMP