

## Contracting Partner's Code of Conduct

MasterWord adheres to the highest business standards conduct. We are particularly committed to respecting human and labor rights and to protecting the environment. We are a signatory of the UN Global Compact, whose 10 founding principles cover human rights, international labor standards, protection of the environment, and anti-corruption.

In accordance with these commitments and its code of conduct, MasterWord expects that each of its contracting partners, their parent companies, subsidiaries and affiliated entities, employees, temporary or not, suppliers' own suppliers and subcontractors, as well as anyone who has a business relationship with MasterWord, hereinafter referred to as "Contracting Partners", comply with the principles described in this "Contracting Partner's Code of Conduct".

### Compliance with Laws and Regulations

MasterWord Contracting Partners agree to comply, without exception, to all applicable laws, regulations, and international treaties, particularly concerning:

- Human, social, and labor rights
- Respect for the environment
- Ethical business practices including anti-corruption, competition law, and international trade compliance
- Asset protection, including information and data

### Human, Social, and Labor Rights

In accordance with the Global Compact principles, the Universal Declaration of Human Rights, the International Labor Organization, and its own ethical principles, MasterWord expects its Contracting Partners to:

- Support and respect the protection of internationally proclaimed human rights
- Make sure that they are not complicit in human rights abuses
- Uphold the freedom of association and the effective recognition of the right to collective bargaining
- Contribute to the elimination of all forms of forced and compulsory labor including involuntary prison work
- Contribute to the effective abolition of child labor. The age of admission to employment or the minimum working age may not be lower than the compulsory schooling age under applicable laws (generally 15 years of age)
- Contribute to the elimination of discrimination in respect of employment and occupation
- Guarantee that all their employees are able to work in an environment where they are free from the risk of harassment in any form



**Health and safety in the workplace:** Considering that all employees have the right to a safe and healthy work environment, free of the risk of violations to their personal integrity, MasterWord Contracting Partners agree to enforce laws and regulations aimed at protecting the health and safety of their employees and to ensure the safety of MasterWord personnel at their facilities. Contracting Partners agree to instill and maintain an occupational health and safety policy or when appropriate a safety management system.

## Respect for the Environment

In the frame of the COP21 Agreement, MasterWord strives to contribute and commit to a more sustainable world, respectful of the environment while preserving natural resources. That is why MasterWord expects its Contracting Partners to contribute to the efforts and commitments of MasterWord by complying with applicable environmental protection regulations and by identifying their societal and environmental risks.

Consequently, MasterWord Contracting Partners agree to preserve natural resources and biodiversity, structuring their activities and their supply chain to avoid or minimize negative environmental impacts and endeavoring to continuously improve their products, processes, and services with the goal of making them more environmentally friendly.

## Business Ethics Practices

**Avoiding conflicts of interest:** Employees of MasterWord are expected to avoid any situation that involves a conflict between their personal interests and the interests of MasterWord. Working simultaneously for a customer, supplier, or competitor could constitute a conflict of interest for an employee, as could directly or indirectly holding significant interests in such companies. MasterWord expects its Contracting Partners to strictly respect these principles during their contact with MasterWord employees.

**Preventing corruption:** Employees involved with MasterWord are prohibited from directly or through an intermediary, allocating, offering or granting to a private individual, employee, representative of a government entity, or instrumentality in any country, unwarranted advantages in any form (including monies or other things of value) for the purpose of obtaining favorable treatment, an advantage in the conduct of business, or influencing the outcome of a negotiation involving an MasterWord company. Furthermore, no employee of MasterWord may offer or accept any form of payment or remuneration to or from a Contracting Partner. Only those gifts, invitations, or benefits given to or received from a Contracting Partner whose sole aim is to strengthen their brand image and maintain good business relationships may be accepted. Their value must be nominal and consistent with customary business practices and must not violate the laws or regulations of the country.

Contracting Partners of MasterWord agree to comply with these principles as well as cause their sub-contractors and suppliers to do so. They agree to implement a compliance program aiming at detecting



and preventing corruption, including internal rules prohibiting and sanctioning corruption practices, instituting an employee awareness-raising campaign and third parties' assessment and appropriate control systems.

**International Trade Compliance:** MasterWord expects its Contracting Partners to be compliant with applicable international trade regulations including export controls, embargoes, and sanctions, and to disclose any restrictions that may be imposed on the export or re-export of their supplies, products, or services. MasterWord requires its Contracting Partners to identify any part of the delivery or service that is subject to export regulations at the time of the signature of a contract or the receipt of an order, to provide amendment to such information in the event of a change in export regulations or classifications, and to provide MasterWord with all information concerning such applicable export regulations.

**Competition law Compliance:** MasterWord requires all its Contracting Partners to adhere strictly to the fair trade/competition laws applicable in the countries in which they operate. As a general rule, these laws forbid understandings or maneuvers that could limit or distort competition or trade. In particular, price-fixing agreements, the manipulation of tender processes, collusion with respect to markets, territories, or clients between competitors, as well as the boycotting or unequal treatment of certain clients or suppliers without valid cause. Moreover, the exchange or disclosure of sensitive business information concerning competitors, clients, or suppliers is forbidden.

## Assets Protection

**Protecting Intellectual Property:** MasterWord requires each of its Contracting Partners to respect all national laws and international treaties in force pertaining to intellectual property and to respect the intellectual property rights of MasterWord and third parties.

**Use of the MasterWord Brand:** Contracting Partners may make their involvement with MasterWord public or use the brand MasterWord, with the prior written consent of MasterWord.

**Protecting Information and Data:** MasterWord requires its Contracting Partners to respect the confidentiality of shared Contracting Partner's Code of Conduct non-public information/data, which includes, without limitation, respect of non-disclosure agreements in effect, and to properly protect and refrain from disclosing any strategic, financial, technical, or commercial data or documents communicated by MasterWord and not in the public domain. MasterWord Contracting Partners commit to protect MasterWord information with a level of security and value they would apply to their own confidential information and/or data. Likewise, any nominative, professional, or private information pertaining to individuals must be protected by all necessary precautions to prevent alteration or disclosure and in respect of the local and international regulations. The obligation of confidentiality also applies to information provided in confidence by the partners and customers of MasterWord. In case of an incident impacting MasterWord, its partners, or its customers information in terms of confidentiality and/or integrity, the Contracting Partner must inform MasterWord promptly without delay. These obligations remain in effect even if business relations between the Contracting Partner and MasterWord are terminated.



**Protecting Assets and Resources:** MasterWord Contracting Partners are responsible for protecting the assets and resources provided to them by MasterWord. These assets and resources must be used in accordance with their business purpose and within the framework established by MasterWord. They may not be used for other purposes without the prior consent of MasterWord. It is up to each Contracting Partner to protect the assets and resources of MasterWord against any and all deterioration, fraud, loss, or theft.

## **Compliance with the MasterWord Contracting Partner’s Code of Conduct and Audit**

For avoidance of doubt, it is required that Contracting Partners cause their own suppliers and subcontractors to comply with the principles and concepts of MasterWord Contracting Partner’s Code of Conduct.

MasterWord reserves the right to verify compliance with the rules set forth in this code of conduct with each Contracting Partner in any form it chooses: a questionnaire or an audit by MasterWord or a third party. MasterWord expects its Contracting Partners to provide complete and accurate information, including access to their documentation, notably relevant financial documentation. In case of non-compliance by a Contracting Partner with any of the terms of this Code of Conduct, and in particular as concerns obligations concerning anti-corruption, MasterWord reserves the right to terminate at its sole discretion any business relationship with the Contracting Partner.