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# RESPONSIBLE PROCUREMENT CHARTER

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## Introduction

The VETOQUINOL Group (the "**Group**") wishes to continue its Sustainable Development and Social Responsibility programme and to involve all of its Partners<sup>1</sup> in the programme. This programme manifests the Group's desire to integrate its supplier relations within a sustainable and fair framework while protecting the rights of each individual, in line with their duties.

The Group therefore intends to maintain a high level of compliance by promoting collaboration with partners who are committed to working with it, and share its values in terms of sustainable development, ethics and trust in order to offer products and solutions that fully match the Group's values and expectations as well as those of its customers.

Thus, the Group expects the Partners to comply with the standards set out in this Responsible Procurement Charter (the "**Charter**") and to act ethically and responsibly in the context of the customer-supplier relationship.

In general, all Partners are also expected to comply with the legislation on social, environmental and economic responsibility, whether national, European or international.

It is the responsibility of the Partners to ensure compliance with the Charter for all of its own subcontractors, suppliers and partners involved in the supply on behalf of the Group.

### 1. Part 1: Social responsibility

#### 1.1. Protection of human rights

The Group abides by the Universal Declaration of Human Rights, supplemented in Europe by the Charter of Fundamental Rights of the European Union, the European Convention on Human Rights and recognizes all of these rights in its stakeholders (employees, customers, etc.). The same is expected of its Partners.

Everyone has the right to the protection of their personal data. Their processing by the Partners must be carried out in accordance with the General Data Protection Regulation (GDPR) and/or any other applicable laws and regulations.

In the event of an incident in the processing of personal data entrusted by the Group, the Partner undertakes to report it to the DPO at the following address: [DPO@vetoquinol.com](mailto:DPO@vetoquinol.com) as

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<sup>1</sup> The term Partners generally refers to all suppliers and economic players involved in the provision of goods and services for the Group (suppliers, subcontractors, consultants and service providers, etc.).

soon as they are aware of it, to limit its impact and in all cases within the time limits required by the applicable regulations.

## 1.2. Working conditions

The Partners must ensure compliance with the core conventions of the International Labour Organisation:

- Convention (no. 87) on freedom of association and protection of the right to organise convention, 1948;
- Convention (no. 98) on the right to organise and collective bargaining, 1949;
- Convention (no. 29) on forced labour, 1930 (as well as its Protocol of 2014);
- Convention (no. 100) on equal remuneration, 1951;
- Convention (no. 111) on discrimination (employment and occupation), 1958;
- Convention (no. 105) on the abolition of forced labour, 1957;
- Convention (no. 138) on minimum age, 1973;
- Convention (no. 182) on the worst forms of child labour, 1999.

### 1.2.1. *Elimination of forced and compulsory labour*

The Group firmly condemns modern slavery, regardless of its form (retention of identity papers, violence and threats, debt bondage, etc.).

### 1.2.2. *Elimination of child labour*

The Partners must be able to guarantee non-use of child labour.

The United Nations Convention on the Rights of the Child defines a child as every being under the age of 18, unless the age of majority is reached earlier under the applicable legislation.

For the Group, a child is considered to be a child who has not yet reached compulsory school age or the minimum age required to work in the country where they live.

In any event, the Partners must ensure that all employees under the age of 18 will not perform a task that could be dangerous or harmful to them (to the health, safety, morality of the child).

### 1.2.3. *Safety and protection of persons*

The Partners must ensure that employees, in the same way as for the Group, are working in a safe and healthy environment.

Our Partners are encouraged to identify the risks associated with their activities and to provide for measures to prevent accidents and personal injury. In particular, this involves the

dissemination of appropriate safety information, the transmission of which must be reinforced in the event of dangerous situations.

Every Partner's employee is entitled to benefit from a health and social protection system in accordance with local legislation.

#### *1.2.4. Salary, rest and decent working conditions*

The Partners must undertake to comply with the rules in force concerning the right to receive a regular salary, the right to rest and the right to legal benefits, rights conferred to any employee.

This involves respecting a maximum number of weekly hours of work and weekly rest time.

The Partner's employee must be paid at least the minimum wage, and , if applicable, be paid for overtime worked, in accordance with the laws and regulations.

Overall, the Group reaffirms that the employee's well-being must be taken into account by the Partners, which implies decent employment and working conditions.

#### *1.2.5. Promotion of staff-management dialogue*

The Partners ensure that freedom of speech, the right to join a union and the right to collective bargaining are respected.

#### *1.2.6. Fight against discrimination and the promotion of equal opportunities*

The Partners must pay particular attention to discrimination in terms of access to employment and career paths (access to training, promotion, termination of the contract, retirement, etc.).

All forms of discrimination (gender, ethnicity, etc.) must be looked for.

The Partner must promote the inclusion of any person excluded from employment, particularly with regard to disability.

In general, it must promote equal opportunities, diversity and inclusion of all employees.

## **2. Part 2 - Responsibility and integrity in the conduct of business**

### **2.1. Anti corruption**

The Group strongly condemns corruption. This commitment is reflected in the Anti-Corruption Code of Conduct available on our website: <https://vetoquinol.com> to which all Partners are required to refer to.

The Partners must comply with all applicable anti-corruption and influence peddling rules (laws, directives and regulations, etc.), including the rules that the Group will need to put in place in

this regard. All of the Group's Partners undertake to implement appropriate processes adapted to the size of their company, taking into account the risks associated with their operations, in order to prevent any act of corruption in the context of their activities.

The Partners generally meet the most stringent criteria in terms of integrity in the conduct of business relations, and undertake to deploy any measures aimed at preventing and detecting risks of corruption and influence peddling, by using the appropriate means of control (background check on the recipient of funds, the location of the bank account, etc.).

In order to formally commit to this subject, the Partner may be required to sign the anti corruption questionnaire provided by the Group.

They undertake not to make any offers, offer gifts, promises or benefits to Group employees, who are fully bound to comply with the Gifts and Invitations Policy available on the website <https://vetoquinol.com>, and this in the aim of obtaining a favourable decision for them.

## 2.2. Compliance with information security and confidentiality

### 2.2.1. Management of sensitive or confidential information

The Partners must not, under any circumstances, use any sensitive or confidential information they may have received in the context of their business relationship with the Group, unless the latter has given prior written consent.

Sensitive information means any information relating to intellectual property rights, corporate secrecy and any so-called privileged information.

Under no circumstances may the Partners use sensitive information to carry out, directly or through a third party, transactions on listed securities of a Group entity or to guide the negotiation of contracts with third parties.

### 2.2.2. Data security

The Partner must deploy a secure IT device to prevent digital attacks or potential data leaks.

If the Group gives access to its IT system, the Partner must comply with the rules laid down by the Group's Information Systems Department. In all cases, the Partner must comply with the security requirements that may be transmitted by the Group during the course of the business relationship.

In the event of a cyberattack sustained by the Partner, during the course of the business relationship, and within a period of -2 years after termination of that relationship, the Partner must inform the Group by email at [ITSecurity@vetoquinol.com](mailto:ITSecurity@vetoquinol.com), and in writing at the usual contact address.

## 2.3. Compliance with sound governance and fair competition

The Group expects its Partners to have a governance system that enables fair treatment of all stakeholders involved in supply operations, and that ensures transparency in the supplier-customer relationship.

The Partners must comply with the regulations and legislation in force.

### *2.3.1. Compliance with competitive practices*

The Partners undertake to compete in a healthy and fair manner in the market by respecting competition laws and regulations.

They must refrain from participating in any anti-competitive practice of any form (i.e. illegal price agreement, abuse of market power, etc.).

### *2.3.2. Compliance with economic sanctions*

The Partners undertake to comply with and abide by the regulations on economic sanctions, including those relating to the control of exports, imports, embargoes and other restrictions (taxes, quotas, asset freezes, etc.)

As part of the business relationship, the Partners must ensure that they will declare any sanctions they are or are likely to be subject to.

### *2.3.3. Conflict of interest*

The Partners undertake to declare any conflict of interest or any situation similar to a conflict of interest of which they are aware or have become aware of. The declaration may be made by any appropriate means.

### *2.3.4. Money laundering*

Acts of corruption and influence peddling often materialize through practices of money laundering and fraud.

The Partners must not participate, facilitate or support any money laundering operations.

## 2.4. Establishing a lasting and fair relationship with the Partners

The Group wishes to form the relationship with the Partners within a sustainable value chain that promotes a balanced relationship.

The Group ensures that it is involved in the development of the territories in which it is established and wishes the Partners to do the same.

To do so, they must:

- create a fabric of economic relations that participates in local development and assess the territorial impacts of their activities;
- seek to develop economic activity near their area of economic influence.

### 3. Part 3 - Environmental responsibility

The Group seeks to reduce its environmental impact by taking into account the sustainability and durability of its action.

As part of improving its environmental performance, the Group expects its Partners to integrate environmental issues into their activities in order to offer the Group environmentally friendly products and services.

The Partners must ensure that their practices allow:

- the sustainable and rational use of energy and natural resources (water, raw materials, etc.);
- the promotion of eco-design;
- waste reduction and recovery;
- the implementation of logistics processes to reduce greenhouse gas production;
- the preservation of biodiversity.

To this end, they undertake to provide the Group with an annual report no later than 15 February, containing all the actions carried out during year N-1 to reduce its environmental impact.

The Group reserves the right, in collaboration with its Partners, to carry out any actions aimed at taking environmental issues into account for goods and services in the Group's value chain.

### 4. Part 4 - Partner Compliance

The Partners acknowledge that they have read the Charter and undertake to support the Group in developing its CSR strategy by mobilising the necessary resources to comply with the clauses therein.



To do this, they disseminate the Responsible Procurement Charter to the employees concerned and inform them of the whistleblowing service set up by the Group, accessible at the following address: <https://report.whistleb.com/fr/vetoquinol> for reporting any violation of the principles laid down in this Charter.

The Partners agree to be evaluated by the Group regarding compliance with this Charter.