

CLAUSE ON ETHICS AND SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

1. The supplier acknowledges that it has read and agrees to adhere to the commitments adopted by the Group on ethics and social and environmental responsibility, as set out in its reference documents and in its Vigilance Plan (for suppliers with an established commercial relationship, as defined under French law). The Group's commitments can be found on its website (www.engie.com).
2. In this respect, the supplier represents and warrants to Engie that it complies with the international and national laws applicable to the contract (including any amendments made to those laws during the term of this contract) and that it complied with those laws during the six-year period immediately preceding the signing of the contract, relating to:
 - (i) human rights and individual fundamental freedoms, in particular the prohibition of (a) child labour and any other form of forced or compulsory labour; (b) any type of discrimination within supplier's company - or supplier's group of companies as the case may be - or in its dealings with its suppliers or subcontractors;
 - (ii) embargoes, arms and drug trafficking and terrorism;
 - (iii) trade, import and export licences and customs requirements;
 - (iv) the health and safety of employees and third parties;
 - (v) employment, immigration and the ban on using undeclared workers;
 - (vi) environmental protection;
 - (vii) white-collar crime, mainly corruption and bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to this contract), obtaining by fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences;
 - (viii) anti-money laundering measures;
 - (ix) competition law.

[Furthermore, if the supplier shall carry out some works on site, the supplier shall comply with the agreed Health and Safety rules as detailed under Appendix **XXX** of present contract and shall procure that its own suppliers and subcontractors, as well as any other third party present on said site, also comply with those rules.]

3. As regards its own operations, the supplier undertakes to actively cooperate with Engie and to take the required action to allow Engie to fulfil its own legal obligations arising under its duty of vigilance. To this end, the supplier shall assist, in particular, with the implementation of the measures set out in the Vigilance Plan as stated above (risk mapping, alert and whistleblowing mechanism etc.) and immediately report to Engie any serious breach or, any circumstances that could potentially constitute a serious breach, of the above-mentioned rules, in the performance of its relationship with Engie.
4. Engie may require the supplier to prove its compliance with the requirements set out in this clause at any time and may audit the supplier, directly or through a third party, at

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any time and at its own expense, provided that it gives prior notice of the audit to the supplier. In the event of an audit, the supplier undertakes to grant Engie employees access to its premises and/or its sites and to provide Engie with all information and/or documents that it may request for the successful completion of the audit.

5. Any breach of the provisions of this clause by the supplier will be treated as a breach of contract justifying the suspension and/or termination of the contract by Engie on the terms and conditions set out in the contract.