

PRINTEMPS



**RESPONSIBLE
PROCUREMENT AND
PARTNERS CHARTER**



PRINTEMPS



THE RATIONALE BEHIND OUR RESPONSIBLE PROCUREMENT AND PARTNERS CHARTER

With almost 3,500 brands sold in our nineteen stores, in our Citadium stores and on our two e-commerce sites citadium.com and Place des Tendances, the Printemps Group wants to offer its customers products that respect the environment and the basic human rights of those who manufacture them.

Through a range of initiatives and its sphere of influence, the Printemps Group (hereinafter the “Group”) refers to six key international documents to guide and inform its daily actions

- The Universal Declaration of Human Rights
- The European Convention on Human Rights
- The International Labour Organisation’s (ILO) major conventions and in particular 29, 105, 138 and 182 (child labour and forced labour), 155 (workers’ health and safety), 111 (discrimination), 100 (remuneration), and 87 and 98 (freedom to join a trade union, associate/organise and engage in collective bargaining)
- The OECD Guidelines for Multinational Enterprises
- The United Nations Convention on the Rights of the Child
- The United Nations Global Compact

The Printemps Group has also drawn up its own code of conduct and actions in the Group’s Code of Ethics and Commitments. This document guides and informs our actions on a daily basis.

Our Responsible Procurement and Partners Charter builds on this. It presents the reciprocal commitments that we consider the fundamental basis of any collaboration.

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I.
**OUR FIVE CORE
PRINCIPLES**



OUR FIVE CORE PRINCIPLES

The Printemps Group conducts its day-to-day business in accordance with the legal framework; it strives to achieve the highest standards and to act with good judgement. As one of our partners, you recognise and share these core values.

1. COMPLYING WITH NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS

Compliance with current legislation and regulations forms the basis of all our daily decisions and actions irrespective of the situations we may encounter. This principle also applies in the countries where we purchase our raw materials and finished products, in the context of contractual relations with our suppliers, and in our daily relations within the company.

Our commitments

The Printemps Group regularly notifies its employees of changes in the legal and regulatory environment which may have an impact on the company or employees' daily duties. In the event of any doubts or difficulties in understanding or applying these laws, employees are asked to contact their manager, the Legal Department or the Human Resources Department.

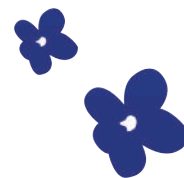
2. COMMITMENT TO RESPECTING INDIVIDUALS AND THE RIGHTS OF ALL WHETHER INSIDE OR OUTSIDE THE COMPANY

Creating a peaceful workplace in which our differences are respected is one of the major goals of our CSR approach and the Group's Human Resources Department. The Printemps Group is particularly committed to condemning any misplaced or inappropriate behaviours (insults, threats, mockery, repeated demeaning remarks, etc.), which could negatively affect the dignity and respect of employees, customers and partners. These types of inappropriate behaviours could include conduct that is sexist, based on ethnicity, ageist, or linked to disabilities or sexual orientation. Additionally, the Printemps Group is committed to combating all forms of workplace sexual harassment and bullying. Gender equality in the workplace is also an ongoing commitment.

Our commitments

The Printemps Group promotes diversity and condemns all forms of discrimination. All abnormal situations must be reported to the Human Resources Department and/or the employee's manager.





3. ACTING WITH INTEGRITY AND INDEPENDENCE TO PREVENT CONFLICTS OF INTEREST AND COMBAT CORRUPTION

All Group employees must act with integrity in professional situations and take decisions as objectively as possible. To ensure this, employees must avoid placing themselves in situations of conflict of interest i.e. characterised by competing professional and private interests, whether this involves a direct benefit (for the employee), indirect benefit (the employee's family, friends or anyone with whom he/she has a business relationship), in-kind benefit (e.g. a valuable gift from a supplier) or linked to financial holdings (e.g. a significant shareholder employee working for the Group). Similarly, we do not accept any gifts or invitations unless offered in the context of routine commercial practices. We do not finance any political parties, trade unions or religious organisations. Our public statements reflect the Group's interests and are made independently. All employees are required to exercise the duty of reserve in their professional dealings.

Our commitments

If in doubt about the existence or emergence of a conflict of interest, attempted bribery or influence peddling, the precautionary principle must be applied. The Printemps Group provides a framework for meaningful and transparent dialogue so that employees can raise issues with their managers in order to take measures where necessary.

4. PROTECTING THE PRINTEMPS GROUP'S TANGIBLE AND INTANGIBLE ASSETS

The Printemps Group provides a framework for meaningful and transparent dialogue so that employees can raise issues with their managers in order to take measures where necessary. Each and every employee is a Printemps ambassador. They share our values and uphold our image inside and outside the company. Therefore, employees must be extremely vigilant and weigh up any situation - through information they share - that may have a negative impact on the Printemps Group. Moreover, it is in everyone's interest that all public statements, and notably those posted on social media networks, do not disclose sensitive and/or negative information that could harm the Group's image.

Our commitments

We take every precaution to respect the privacy of our employees. Files containing personal data are processed in accordance with the applicable laws. We ensure that all employees are aware not to make any public statements that may harm the interests of the Printemps Group. In terms of intellectual and industrial property, we not only respect our own rights but those of our partners. We would like to remind all employees that not respecting these rights may be heavily sanctioned by the law.



5. ENSURING CONFIDENTIALITY OF INFORMATION FOR OUR CUSTOMERS, SUPPLIERS AND THE GROUP'S BUSINESS AFFAIRS

Ensuring privacy and the confidentiality of customer/supplier data is one of Printemps' priorities in terms of building trust. It is essential that all employees remain vigilant in both physical and digital environments. This vigilance also applies to sensitive information that employees may become aware of, hold or use; this information may be financial (e.g. about turnover, sales, forecasts, etc.) or non-financial (e.g. new product launches, strategy presentations, customer files, in-house communication, Printemps Info, etc.). We would like draw everyone's attention to the duty of discretion; i.e., sensitive information and documents must not be shared with individuals outside the company under any circumstances.

Demonstration staff and other Group service providers are also covered by this duty of discretion and undertake not to share, for any reason, any information or documents they may have access to during their time at Printemps, and for one year following the termination of their contract.

Our commitments

In terms of data, our Data Protection Officer (DPO) monitors the legal and IT security of the personal data we collect. The Legal Department and the Management can offer assistance to employees on the day-to-day management of this information.

We attach great importance to company loyalty and raise all employees' awareness of the duty of discretion in terms of the Group's intangible assets.



II.
THREE GENERAL
PRINCIPLES
FOR OUR
PARTNERS

THREE GENERAL PRINCIPLES FOR OUR PARTNERS

Partners of the Printemps Group play a key role in ensuring the high quality of our products and that is why we wish to make a range of commitments to them.

1. GUARANTEEING THE GROUP'S LOYALTY VIS-A-VIS ITS PARTNERS

We guarantee the confidentiality of all non-public data shared throughout the course of our business dealings. For invitations to tender, we guarantee that the information provided to all bidders is identical. Our confidentiality commitment also extends to respecting intellectual, physical and industrial property rights.

2. ENSURING IMPARTIAL PARTNER SELECTION AND A JOINT COMMITMENT TO WORK TOWARDS BETTER PROFESSIONAL PRACTICES

We select partners based on objective choices and their ability to meet our specifications, notably based on the quality of products and services, creativity and commercial positioning, but also their ability to respond to issues of competitiveness.

In addition to respecting laws and the intangible principles set out in the Responsible Procurement and Partners Charter, we also want to implement a collaborative approach. Therefore, we encourage all partners' voluntary actions having a positive social and environmental impact.

3. BUILDING RELATIONSHIPS BASED ON TRUST

We are committed to building relationships of trust based on three pillars: compliance with laws relating to commercial relations and competition, communication and transparency in our exchanges, and ensuring excellence of service for our customers. We view our suppliers as strategic partners playing a key role in promoting vitality, diversity and innovation within the Group.



**III.
YOUR
COMMITMENTS
TO PRINTEMPS**



COMMITMENTS TO PRINTEMPS

Through its activities and sphere of influence, the Printemps Group promotes key documents on human rights and the ILO's nine core conventions. It is essential that our partners also uphold the values enshrined in these documents.

BEING A CARING EMPLOYER

1. RESPECTING LABOUR LAWS AND THE ILO'S EIGHT CORE CONVENTIONS

- **Work time**

We fully comply with all labour laws. Our remuneration, bonus and overtime practices all comply with current legislation and regulations.

Working weeks must not exceed a maximum of 48 hours per week: the total number of work hours and overtime must not exceed 60 hours per week unless an exemption has been accorded through collective bargaining in French law. Weekly rest days and annual leave practices comply with current legislation and regulations.

- **Eliminating child labour**

The partner respects the ILO's core Conventions (n°138 and n°182) in terms of its employees. The employment of minors aged over fifteen is permitted in the context of an internship, an apprenticeship, seasonal work, and in certain cases described by the ILO. In all cases, persons under the age of eighteen must not be asked to perform dangerous or strenuous work.

- **Abolishing forced labour in prisons**

The partner agrees to prohibit all forms of forced or compulsory labour e.g. cases of forced labour or servitude, and retention of official documents.

The partner complies with labour laws, regulations and the ILO's core conventions (n° 29 and n° 105). It must provide all the information necessary to prove compliance in this respect and obtain similar commitments from its own suppliers and sub-contractors.

- **The right to join a trade union and engage in collective bargaining**

The partner recognises and respects the right to collective bargaining and the freedom of association/organisation, and the right to join a trade union or political group as defined in the ILO's core conventions (n° 87 and n° 98).





2. WORKING TOWARDS SOCIAL INCLUSION AND COMBATING ALL FORMS OF DISCRIMINATION

- **Combating all forms of discrimination**

In accordance with the ILO's core conventions (n° 100 and n° 111), all forms of discrimination (notably origin, family situation, sexual orientation, political and religious convictions, disability, health, and pregnancy) are prohibited. Partner companies must promote diversity and, where possible, employ vulnerable groups. Employees must not be subjected to physical sanctions, harassment or any form of physical, sexual, psychological or verbal abuse.

- **Equal opportunities**

Gender parity is a daily goal. All employees are assessed on their skills and qualifications especially for decisions concerning hiring, promotion, remuneration, bonuses, benefits and training. Partners are asked to share their practices on promoting equal opportunities and combating discrimination

3. PROVIDING A DECENT WORKING ENVIRONMENT

A safe and healthy workplace helps prevent accidents, injuries and occupational diseases. The legal provisions of the country and the ILO convention (n° 155) are the minimum requirements to be respected. The partner must ensure the application of these principles and implement a workplace health and safety plan. The partner is requested to confirm this by obtaining the relevant certifications, etc.

BEING A RESPONSIBLE PARTNER

1. COMBATING CORRUPTION, INFLUENCE PEDDLING AND CONFLICTS OF INTEREST

- **Combating corruption and influence peddling**

Independence guarantees free, objective and transparent selection processes. In the case of gratuities, gifts or invitations that exceed the value of usual business practices, employees are asked to contact the Human Resources or Legal departments for further advice. All offers of this nature made to employees or their friends or family, which could influence the awarding of a contract, are strictly prohibited. Similarly, the supplier must not engage in any actions leading directly or indirectly to corruption, influence peddling, payments, in-kind gifts, benefits or promises.

- **Combating conflicts of interest**

We request that you immediately report any risk of direct or indirect personal interests that may arise while conducting business on behalf of the Group. A conflict of interest is when an employee or someone from his/her entourage profits from a transaction generated by the Group or a known financial incentive. The supplier agrees to act as a stakeholder i.e. by acting ethically, and combating corruption and influence peddling.



2. PROMOTING BALANCED BUSINESS RELATIONSHIPS

- **Healthy and loyal competition**

Commercial relations are governed by the terms of our contracts and in accordance with the laws governing competition and business relations. In return, the partner receives fair remuneration and agrees to regularly diversify its client base so as not to constitute an abuse of economic dependency. The partner is invited to report any risks in this respect in order to jointly assess the risk and measure its impact. Where required, a planned and progressive withdrawal may be implemented to enable the supplier to adapt and renew its client base. All cases of market monopoly must also be reported.

The sale price of merchandise purchased (outright or on condition) by the Printemps Group from a supplier is fixed by said supplier; the role of the supplier being limited to communicating recommended retail prices. Any attempt at establishing an anti-competitive agreement is prohibited. Similarly, any attempt to abuse a dominant position may also be sanctioned.

Items created by Printemps for the Brummell and Au Printemps Paris collections are confidential and remain the exclusive property of Printemps. The supplier agrees not to disclose any information in this respect nor use it for any other purpose. For items from suppliers' collections and referenced by Printemps, the supplier accords Printemps exclusive distribution rights in the French market (unless a prior agreement has been obtained). Any lower quality or defective items may be debranded (to render them unrecognisable) prior to use.

The supplier protects the distributor from any claim of any nature whatsoever made by a third-party claiming to hold an intellectual or industrial property right on the products sold by the supplier. Moreover, it protects the distributor against any claim made by a third-party and in particular in terms of counterfeiting and/or unfair competition of any kind whatsoever, against all charges, convictions and costs in case of legal action.

BEING AN INSPIRING PURCHASING ADVISER

1. PROTECTING THE ENVIRONMENT AND CONTROLLING IMPACTS

- **Impact on the environment and risk prevention**

The partner respects and can demonstrate compliance with all environmental regulations e.g. sorting hazardous, non-hazardous and inert waste, raw materials, energy, water, air, building energy dependence and carbon footprint. The partner implements precautionary principles in terms of protecting the environment. The partner is requested to present any administrative authorisations and permits as well as its ISO 14001 certifications and/or its environmental management system. The partner also commits to informing the Printemps Group of any declarations and contributions to the Eco-packaging organisation under the Extended Responsibility of the Producer scheme.

2. ENSURING PRODUCT HYGIENE AND SAFETY

- **Product information**

Information concerning the origin, composition, hygiene and safety of products is shared, constantly updated and made available in accordance with national and supranational regulations. The partner immediately agrees to inform the Printemps Group of any defects and/or health and safety risks.

- **Regulations on dangerous, rare and protected substances**

The service provider guarantees that the products comply with all local and international regulations governing imports and production. A range of legal provisions are scrupulously respected in terms of prohibitions and restrictions on hazardous substances and materials (REACH regulation). The use or export of materials derived from endangered or protected species is prohibited and the supplier must ensure that its activities do not have any adverse impacts on biodiversity and eco-systems, and do not take place in protected areas. The supplier implements virtuous animal welfare practices.

For our own brands - Au Printemps Paris and Brummell - partners must respond to requests about the traceability of raw materials used by the Printemps Group.

3. PROMOTING VOLUNTARY COMMITMENTS

- **Involvement in the local economy**

Our impact is also territorial and our involvement in job creation is essential. Moreover, the Printemps Group promotes socially-inclusive and local procurement practices, equal opportunities and the professional integration of vulnerable sections of society by working with disability-friendly employers and companies which have been awarded labels or certifications in this domain. The partner is requested to present its social initiatives.

- **Integrating the concept of total acquisition cost in its responsible procurement approach**

The Printemps Group wishes to engage in a responsible procurement approach as defined by the concept of overall acquisition cost especially in terms of our own brands and overheads. This practice takes into account the acquisition price, logistics costs, supply risks, image and quality, responsibility and commitments to countries and the environment. We want to work with partners who can immediately meet these expectations and we invite our partner brands to gradually integrate actions that address these challenges.



APPLYING THE RESPONSIBLE PROCUREMENT AND SUPPLIERS CHARTER

1. WHAT THE RESPONSIBLE PROCUREMENT AND SUPPLIERS CHARTER COVERS AND THE PARTNERS IT TARGETS

The Responsible Procurement and Suppliers Charter summarises (in a single document) the Printemps Group's principles, practices and policies, which have been in place for several years in order to ensure the proper conduct of its business relations. Through their commitments, each party develops an interest in and a strong commitment to meet the economic, social, civic and environmental requirements, as well as making progress towards best practices.

The commitments set out in this charter concern all employees working at Printemps SAS, Profida, Printemps Immobilier, BPCP, Printemps.com, Printemps Logistique and Place des Tendances, and all other partners that the Printemps Group considers a commercial entity i.e. linked to Printemps via a supply, outsourcing and/or service contract, and/or management lease contract including their sub-contractors and employees.

2. CHECKING AND REPORTING OFFENCES

All employees involved with suppliers, service providers and sub-contractors must be particularly attentive in terms of respecting this charter as they are key to applying and promoting these principles and values.

Through its commitments, the partner agrees to respond to third-party audits, and is requested to submit certifications and labels. All alleged or actual failings of this charter must be reported to the group in good faith.

In the case of non-compliance, or depending on the degree of severity of the failing, the Printemps Group will request an action plan to be drawn up containing corrective measures and a compliance schedule. The Printemps Group will enter into discussions with the partner on the basis of conclusive and timely results. In the event of a serious failing and/or repeated failings, the Printemps Group reserves the right to terminate all business relations with the partner in question.

SIGNATURES

The Supplier

Head of Procurement

Name and First Name

Aymeric de Beco

Fonction et society

Head of Offers, Head of Procurement

Signature

