



## **Code of Conduct for Suppliers and Service Providers of Sanofi-Aventis Deutschland GmbH**

This is the Code of Conduct for Suppliers and Service Providers of Sanofi-Aventis Deutschland GmbH as parent company and of the subsidiaries controlled by Sanofi as subcompanies (hereinafter collectively referred to as "Sanofi").

Sanofi is committed to working towards compliance with fundamental environmental, social and ethical principles in the areas of human rights, working conditions, environmental protection and the fight against corruption along its supply chains, and to making its business relationships socially responsible with a view to the United Nations 2030 Agenda for Sustainable Development

The following legal agreements and global agreements serve as a basis for this:

*Global Compact*

<http://www.unglobalcompact.org/>

*International Labor Organization*

<http://www.ilo.org>

*International Organization for standardization*

<http://www.iso.ch/iso/en/ISOOnline.frontpage>

*Sanofi - Our Sustainable Development Page*

<http://sustainabledevelopment.sanofi.com/>

*Supply Chain Sourcing Obligations Act*

[https://www.bafa.de/DE/Lieferketten/Ueberblick/ueberblick\\_node.html](https://www.bafa.de/DE/Lieferketten/Ueberblick/ueberblick_node.html)

Sanofi also expects its employees to observe the above principles and to integrate them into the corporate culture. Furthermore, Sanofi strives to continuously optimize its business activities and products in terms of sustainability and asks its suppliers to contribute to this in terms of a holistic approach.

The following provisions are agreed upon as an integral part of the contract between Sanofi and the respective contractual partner by attaching them as an appendix or by expressly referring to their validity as a joint code of conduct. This agreement shall be the basis for all future deliveries and services. The contractual partners undertake to comply with the principles and requirements of the Code of Conduct. The contractual partner undertakes to communicate the content of this Code of Conduct to its employees, agents and subcontractors in a manner that is comprehensible to them and to take all necessary precautions for the implementation of the standards and regulations listed in this document in accordance with the specifications.



This Code of Conduct will become part of the contract with the Co-contractor by signing the written contract or by the Co-contractor confirming or executing the order placed by Sanofi. A violation of this Code of Conduct may ultimately be grounds and cause for Sanofi to terminate the business relationship, including all related contracts.

Compliance with this Code of Conduct will help determine the continuation of the business relationship between the contractor and Sanofi.

### **Work / Child labor**

SANOFI contractors are required to adhere to the recommendation from the ILO Conventions (International Labor Organization Conventions) on the minimum age for employment of children. Accordingly, the age shall not be less than the age at which compulsory education ends under the law of the place of employment and in any case not less than 15 years. If children are encountered at work, the supplier shall document the actions to be taken to remedy the situation.

The minimum age for admission to any kind of employment or work which, by its nature or because of the conditions under which it is performed, may be harmful to the health, safety or morals of juveniles, shall not be less than 18 years.

#### *Reference:*

*ILO Convention (No. 138) on Minimum Age.*

*ILO Convention (No. 182) on the Worst Forms of Child Labor.*

### **Forced labor**

The employee has the free choice of his employer. Forced labor, slave labor, or work of a similar nature is prohibited. All work must be voluntary and without threat of punishment.

Employees are free to separate from their employer in compliance with the statutory notice periods.

Withholding identification papers, passports, educational certificates, work permits or any other personal documents of the employee is prohibited.

The work of prisoners is permissible. The only condition is that they work voluntarily and receive compensation for their work.

#### *Reference:*

*ILO Convention (No. 29) on Forced Labor.*

*ILO Convention (No. 105) concerning the Abolition of Forced Labor.*

### **Abuse**

Inhumane treatment, corporal punishment, insults, threats and the exertion of psychological or physical pressure on workers are prohibited.



## **Working hours**

Working hours must comply with applicable laws of the country or industry standards. In no case may the daily working time (including overtime) exceed ten hours and the weekly working time (including overtime) exceed 56 hours. Overtime is only permitted if it is worked on a voluntary basis. Employees shall be provided with a weekly rest period of at least twenty-four consecutive hours within each seven-day period .

### *Reference:*

*Working Hours Act and ILO Convention (No. 1, 14, 30 and No. 106) on the Limitation of Working Hours.*

## **Income and social benefits**

The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry (this also applies to trainees, interns, temporary workers or employees in the probationary period), whichever is higher. The remuneration for overtime shall in any case exceed the remuneration for regular working hours.

The bases for calculating income are formalized and known to employees.

Income is paid in cash, by check or by bank transfer. All other compensation is allowed only in special cases provided by the legislation of each country.

Income is paid at regular, reasonable intervals.

Income deductions for disciplinary reasons are not permitted.

### *Reference:*

*ILO Convention (No. 26) on the Establishment of Procedures for the Determination of Minimum Wages.*

*ILO Convention (No. 95) Convention on the Protection of Wages*

*ILO Convention (No. 131) and ILO Recommendation (No. 135) on the Determination of Minimum Wages.  
§ 2 Para. 2 No. 8 LKSG*

## **Right to freedom of expression**

Workers can talk freely with their supervisors about their working conditions, compensation, etc., without fear of reprisals, intimidation or threats.

In compliance with the legislation of the respective country, employees are entitled to belong to a trade union.



*Reference:*

*ILO Convention (No. 87) concerning Freedom and Right of Association of Trade Unions.  
ILO Convention (No. 98) on the Right to Organize and Collective Bargaining.*

### **Equal opportunities**

Any discrimination or unequal treatment in hiring, training, promotion, compensation, etc. based on race, color, age, sex, national origin, ethnic or social origin, sexual orientation, marital status, health status, disability, pregnancy, religion, belief, political opinion, membership in an employee association, etc. is prohibited. The personal dignity, privacy and personal rights of each individual are respected.

*Reference:*

*ILO Convention (No. 100) on Equal Remuneration.  
ILO Convention (No. 111) on Discrimination (Employment and Occupation)  
§ 2 para. 2 no. 7 LKSG*

### **Health and safety**

The contractor guarantees its employees optimum safe and healthy working conditions at all its sites.

The contractor shall create a health and safety organization whose task is to determine and implement the company's health and safety policy through a health and safety management system. The correct application of this management system shall be monitored, in compliance with the laws and regulations in force in the respective country.

#### **Protection of the health and safety of workers**

The contractor identifies the risks (in particular the chemical, physical, technical and biological risks) and takes all necessary measures to ensure the protection of its employees at their workplace and the infrastructure made available to them.

#### **Information and training about hazards**

For all hazards identified in the workplace, the necessary hygiene and safety information is available to inform and train workers on a regular basis.

This information or training includes in particular hazardous substances used: Chemicals, active pharmaceutical ingredients, synthesis intermediates, etc.; as well as tools and mechanical equipment

#### **Operation and maintenance of equipment**

The contractor has all the necessary procedures and means to ensure the safe operation and adequate maintenance of its facilities (production, supply, etc.).



Employees are provided with access to drinking water in sufficient quantities, as well as access to clean sanitary facilities.

For all plants and machinery (chemical plants, pharmaceutical processes, etc.), the supplier shall carry out specific risk assessments with the aim of implementing all necessary measures to prevent disasters, such as chemical spills and/or explosions, that could cause damage on or off site.

### **Emergency preparation**

The contractor shall identify and assess emergency situations and take all necessary measures to minimize their impact both on-site and off-site through the effective implementation of emergency plans.

### **Environment**

The contractor shall operate all of its sites in a responsible manner to minimize the impact of its activities on the environment.

The contractor shall not deprive, in violation of legitimate rights, land, forests or waters the use of which secures the livelihood of persons.

The contractor shall make every effort to eliminate or reduce harmful soil changes, water and air pollution, noise emissions and excessive water consumption caused by its activities, to conserve natural resources (water, etc., especially non-renewable resources), to protect the health of persons, to avoid or minimize the use of hazardous substances, and to promote the recycling or reuse of waste.

Sanofi recommends that the contractor establish an environmental organization whose role is to define and implement its environmental policy through an environmental management system and to monitor its implementation.

This management system monitors, in particular, correct compliance with the laws and regulations applicable in the respective country.

### **Compliance with laws and regulations**

The contractor shall comply with the environmental laws and regulations in force in the countries where it operates.

The contractor holds all legally required certificates and/or approvals for the operation of its sites and complies with the requirements associated with these certificates and approvals.

Environmental reports meet legal and regulatory requirements. They are available at the sites.

### **Wastewater and emissions**



Wastewater and process water from operations, manufacturing processes, and sanitary facilities shall be typed, monitored, inspected, and treated as necessary prior to discharge or disposal. In addition, measures should be introduced to reduce the generation of wastewater.

General emissions from operations (air and noise emissions) and greenhouse gas emissions shall be typed, routinely monitored, verified, and treated as needed prior to release. The supplier is also responsible for monitoring its emission control systems and is required to find economical solutions to minimize any emissions.

### **Handling of hazardous substances and waste**

The contractor shall ensure that all environmentally hazardous substances are properly identified, labeled and stored to prevent potential pollution in the event of a spill or accidental spillage.

In case of accidents with the risk of pollution of soil or water, a prepared organization and appropriate means shall be kept ready.

Waste shall be recycled or reused wherever possible.

The contractor follows a systematic approach to identify, handle, reduce, and responsibly store, transport, dispose of in safe and properly licensed disposal facilities, or recycle (solid) waste. The prohibitions on the export of hazardous waste in the Basel Convention of March 22, 1989, as amended, must be observed. Chemicals or other materials that pose a hazard when released into the environment shall be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse, and disposal. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of October 10, 2013, and persistent organic pollutants in accordance with the Stockholm Convention of May 23, 2001, as amended.

The traceability of the disposal is guaranteed.

### **Resource Management**

The use and consumption of resources during production and the generation of waste of any kind, including water and energy, shall be reduced or avoided. This is done either directly at the point of origin or through processes and measures, e.g. by changing production and maintenance processes or procedures in the company, by using alternative materials, through savings, through recycling or with the help of the reuse of materials.

Energy consumption shall be monitored and documented. Economic solutions must be found to improve energy efficiency and minimize energy consumption.

### **Dealing with conflict materials**

For the conflict minerals tin, tungsten, tantalum and gold, as well as other raw materials such as cobalt, Sanofi is establishing processes in line with the Organization for Economic Cooperation and



Development (OECD) Guiding Principles for Due Diligence to Promote Responsible Supply Chains for Minerals from Conflict and High-Risk Areas and expects its supplier to do the same.

Smelters and refiners without adequate, audited due diligence processes should be avoided.

## **Ethics**

Sanofi requires that all suppliers and service providers adhere to the highest ethical standards in their business relationship with Sanofi.

Sanofi expects its suppliers and service providers to disclose any conflicts of interest that could have an influence on the contractual relationship without being asked to do so and before the contract is concluded.

The standards of fair business, fair advertising and fair competition shall be observed. In addition, the applicable antitrust laws must be applied, which in particular prohibit agreements and other activities that influence prices or conditions when dealing with competitors. Furthermore, these regulations prohibit agreements between customers and suppliers that are intended to restrict customers' freedom to determine their prices and other conditions autonomously when reselling.

Suppliers and service providers undertake to respect all national and international laws and regulations relating to the prevention and combating of corruption, and to act against all its manifestations, such as corruption in the form of corruption. B. extortion and bribes. The supplier is prohibited from offering monetary amounts, gifts, loans, discounts or items of value to Sanofi Group employees.

The selection of suppliers and service providers is based on the preceding criteria. Sanofi reserves the right to review compliance accordingly. In addition, specific anti-corruption clauses may be applied in supply contracts.

Sanofi is committed to making all procurement decisions solely in light of business needs and requirements. Personal benefits or favors may not influence the award decision. Sanofi requires the same understanding from its business partners.

The contractor undertakes to meet the reasonable expectations of its client, suppliers, customers, consumers and employees with regard to the protection of private information. When collecting, storing, processing, transmitting and disclosing personal information, the contractual partner shall comply with the applicable laws on data protection and information security and the official regulations.

Intellectual property rights shall be respected; technology and know-how transfers shall be made in a manner that protects intellectual property rights and customer information.

These basic rules also apply to any subcontractors or subcontractors working on behalf of the suppliers and service providers.



## **Implementation of the requirements**

Sanofi expects its contractors with respect to supply chains to identify risks within them as well as to take appropriate measures. In the event of suspected violations and in order to safeguard supply chains with increased risks, the contractual partner will inform the company promptly and, if necessary, on a regular basis about the identified violations and risks as well as the measures taken.

Sanofi verifies compliance with the standards and regulations outlined in this document through a self-assessment questionnaire and risk-based audits at contractor sites. Supplier agrees that Sanofi may conduct such audits once a year or for a specific reason to verify compliance with this Code of Conduct at Contractor's premises during normal business hours after reasonable advance notice by persons / companies appointed by Sanofi. The Contractual Partner may object to individual audit measures if these would violate mandatory data protection regulations.

If a breach of the provisions of this Code of Conduct is identified, Sanofi will notify the Co-contractor in writing within one month and set a reasonable grace period for the Co-contractor to bring its conduct into compliance with these provisions. If a remedy is not possible in the foreseeable future, the contracting party shall notify the company of this without delay and, together with the company, shall draw up a concept with a timetable for ending or minimizing the infringement. If such a breach has occurred culpably, if the grace period expires fruitlessly or if the implementation of the measures contained in the concept does not remedy the situation after the expiry of the time schedule and if a continuation of the contract until its ordinary termination is unreasonable for the Customer and no milder means is available, Sanofi may terminate the existing contracts upon appropriate warning. A statutory right to extraordinary termination without notice, in particular in the case of violations that are deemed to be very serious, shall remain unaffected, as shall the right to claim damages.

## **Complaint mechanisms at Sanofi**

Complaints about possible human rights violations or disregard for environmental standards in Sanofi's own business or in the supply chain can be referred externally to our independent Human Rights Officer at any time. This complaint procedure is equally accessible to all suppliers in our supply chain. With the following mail - adress you can contact our Human Rights Officers: [menschenrechtsbeauftragte@sanofi.com](mailto:menschenrechtsbeauftragte@sanofi.com)

## **Complaint mechanisms of the contracting parties**

The Co-contractor shall pass on to its employees in an appropriate manner any information received from Sanofi regarding accessibility, responsibility and the implementation of a complaints procedure. The grievance procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against discrimination. In the absence of notice, the contractor itself is responsible at the facility level for establishing an effective grievance mechanism for individuals and communities who may be affected by adverse impacts.

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