

## GROUP POLICY COMMERCIAL AGENTS AND OTHER INTERMEDIARIES AND SERVICE PROVIDERS

Verallia's Code of Ethics confirms the main principles that all members of its management and its employees are individually responsible for applying.

The **Respect for the law** is one of these values: *"The Group companies apply the applicable laws and regulations in the countries where they operate their business and refuse to take any deliberate advantage of local loopholes or inconsistencies to circumvent Verallia's values. In particular, Group companies .... ban all forms of corruption."*

Most of the laws applicable in the countries where Verallia group companies operate criminalize acts of direct or indirect corruption. Accordingly, acts committed by **an Intermediary** in the name or on behalf of a company could subject the latter to legal liability. The existence of measures intended to identify, prevent or limit the risk of corruption by a third party could certainly be used as a defense in the face of a real risk of prosecution.

It is therefore necessary for all Group companies to identify and manage such risks and implement measures designed to prevent them and protect from the consequences of possible corruption acts committed without their knowledge but **in their name and /or on its behalf by intermediaries**.

**The [risky] third-party due diligence policy is the leading one regarding the process of corruption due diligences of risky third parties.** Intermediaries being by definition risky third parties, **this current procedure complements the previous one** by clarifying the notion and overall management of "intermediaries".

The purpose of this procedure is to provide a framework for Group entities wishing to enter a new market, respond to invitations to tender, or structure their presence in the markets in which they operate by using agents or any other intermediaries and service providers.

### I. Definition

Intermediaries are natural or legal persons, acting with an entity or person in the interest of another entity or person who has duly **mandated** them in order to obtain or facilitate the conclusion of a transaction for the benefit of their principal.




Acts of corruption committed by intermediaries are likely to engage the civil, administrative or criminal liability of Verallia. Verallia may be held responsible for bribes paid on its behalf by an intermediary, **whether or not it has knowledge of the payment**.


#### Example of intermediaries:


- **Sales agents**
- **Brokers** (for instance: customs brokers and insurance brokers). Due to low anti-corruption risk for Verallia, **DHL (and similar partners used only for post service) are excluded** from this policy (no questionnaire, no screening).
- **Consultants (acting as intermediaries)**
- **Lawyers (acting as intermediaries)**
- **Public Affairs service providers**
- **Business providers**
- **Any intermediary representing Verallia** (not only commercial agents; it could be a service provider who is entitled to lead negotiations on behalf of Verallia).


## II. Procedure


It can be useful in business life to use the services of intermediaries. You shall always respect the following rules:

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1. It is necessary to **screen** the intermediaries on the **dedicated software** at the beginning of the business relationship. The **due diligences** must also be carried out through this software. You must never use a Third Party whose reputation has not been verified (**appendix 1**).
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2. Relations with Intermediaries must be **systematically** framed within an **agreement**. The term of the agreement must be fixed and/or the agreement must be able to be terminated in the shortest time under the local applicable law. Tacit renewal or open-ended duration provisions should be exceptional. **This agreement must clearly establish the remuneration** and provide for the payment procedure (**appendix 2**). The expenses incurred by the intermediary in the course of its mission must be precisely described in the agreement. No commission or other form of remuneration must be paid to an intermediary without an agreement signed by the authorized person. The contract should also contain a description of the intermediary's and an ethics clause (**appendix 3**). The agreement should systematically include an **early termination clause** in case of suspicion of corruption by the intermediary and/or by one of its subcontractors.
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3. Intermediaries will automatically be required to **sign the Verallia Suppliers Charter and Anti-Bribery Code of Conduct** before the start of their assignment and be informed of Verallia's zero tolerance towards corruption in all of its business activities.
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4. All contracts as well as modifications, extensions, or renewals must always be **approved by the Division General Manager** and the **Division General Counsel**. Depending on the specialty of the intermediary, the contract will need to be approved either by the **Division's CFO**, or the **Division's Sales Director** or the **Division's Purchasing Director** or the **Division's Human Resources Director**.
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5. The management of the relationship with the Intermediary must be followed up personally by the person in charge of the Intermediary. The person in charge of the Intermediary must **file all documents** relating to the Intermediary's mission (contract, proof of the effective service rendered, payment, etc.) and the Intermediary must **provide a yearly report detailing** the missions performed.

To do	Not to do
<ul style="list-style-type: none"> <li>✓ Perform due diligences.</li> <li>✓ Explain why you are using this intermediary.</li> <li>✓ Archive the intermediary's documents (due diligence, contract, invoice, proof of service).</li> <li>✓ Request regular updates from agents &amp; intermediaries (i.e. annual self-assessment form).</li> </ul>	<ul style="list-style-type: none"> <li>✗ Hiring an intermediary (of any kind and not only of commercial type) without any robust business reason and without having performed due diligence.</li> <li>✗ Making a payment not commensurate with the service provided.</li> <li>✗ Paying a fee without having signed agreement.</li> </ul>

2024

Issued by Group CSR Director and General Counsel Wendy Kool-Foulon \_\_\_\_\_

Approved by the Patrice LUCAS Verallia SA CEO \_\_\_\_\_

## APPENDIX 1: DUE DILIGENCE

**Using an Intermediary is a matter of the company's strategy. Any such decision taken must be made following a due diligence.**

Prior to any decision to **designate, renew** the current mandate of, or **amend** the scope or terms of intervention of an Intermediary, it is necessary to

- understand the risks associated with the geographic area and markets in which the Intermediary shall be called upon to intervene,
- know the Intermediary well.

If we are not sufficiently vigilant about the integrity of intermediaries with whom we work, Verallia may find itself involved, more or less directly, in corruption cases. **The risk for Verallia is legal, commercial and financial.** Its **image and reputation** can also be affected. It is therefore necessary to implement assessment procedures to ensure that our partners offer sufficient guarantees in terms of integrity.

The due diligence must be carried out by the department using the intermediary according to the type of agents and intermediaries. The due diligence will aim at checking the practices and professional skills of the intermediary together with the absence of potential conflicts of interest between the stakeholders of the agreement.

In such a case, there is no alternative but to perform the following controls mainly through the available specific corruption screening tool<sup>1</sup> (or by any other means if the intermediary can't be found on the screening tool):

- a) seek information on the geographical area and considered<sup>2</sup> market;
- b) carry out an assessment of the company's level of exposure to the risk of corruption; obtain information on the Intermediary from local sources (the embassy's commercial department, chambers of commerce) and through a questionnaire to be completed by the Intermediary<sup>3</sup> regarding its organisation, its senior officers and its shareholders;
- d) interview the intermediary (or its manager, in the case of a legal entity);
- e) check Intermediary's and the subcontractor's reputation and environment, in particular that itself and/or its senior officers and/or main shareholders
  - i) do not appear on the blacklists of international organisations (e.g. World Bank)<sup>4</sup>,
  - ii) have not been the subject of an administrative or legal decision limiting their capacity to intervene on certain markets or in some geographical areas (e.g. public procurement),
  - iii) have not been convicted in the course of their activities, in particular for acts of active or passive corruption, extortion of funds, or other forms of solicitation or undue payments, trading in influence;
- f) analyze the intermediary's financial data
- g) check/have sign a declaration of absence of conflict of interest of the main stakeholders of the agreement with the managing directors of the intermediary and sub-contractors (if applicable).

Once **all of these checks** have been carried out, the department using the intermediary should share the results with the legal department in charge.

If the results of such investigations do not give reasonable assurance that the practices of the Intermediary considered comply with Group rules, either a mandate should not be assigned to the Intermediary, or a full due diligence review should be conducted, entrusted to a specialised firm in liaison with the legal department in charge.

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<sup>1</sup> See the "Third party Due Diligence policy" for practical details regarding the corruption due diligence process.

<sup>2</sup> If not possible through the corruption screening tool, using the Corruption perception index (CPI) published by the NGO Transparency International, countries profiles (e.g. the World Bank's "Doing Business in..." studies) and relying on sources such as embassies, chambers of commerce, etc.

<sup>3</sup> See the questionnaire in Appendix 4 which is fully mandatory for any sales agent and for the other intermediaries which can't be screened through the corruption screening tool; for those intermediaries (other than sales agents) which are screened through the corruption screening tool, this questionnaire is partially mandatory (parts of it for which the information is not available through the corruption screening tool).

<sup>4</sup> This control can be carried out by the AEB platform if the screening with the specific corruption tool reveals itself unsatisfactory or inconclusive.

The Intermediary's selection and assessment process must be documented and the elements relating to verifications and due diligence performed as well as the evidences of the effective services rendered archived for at least 5 years after the end of the relationship with the Intermediary.

These documentary details are communicated to the people in charge of approving, signing and managing the contract. If illegal practices are suspected, they will help to demonstrate that **the greatest care was taken in the selection process** and that the entity was not aware of any precedents.

The collected information should be updated on a regular basis (**at least every year**)<sup>5</sup>.

## APPENDIX 2: PAYMENT PROCEDURE

### *1. Payment must be clearly defined .*

No commission or other form of remuneration may be paid to an intermediary without an agreement signed by the authorized person.

- For a commercial agent, any commission must be expressed as a percentage of sales effectively generated within the context of the agreement; similarly, for another type of agent, any commission must be expressed using a relevant reference in proportion to the kind of service rendered within the context of the agreement;
- The payment amount, regardless of the form, commission or other, must be consistent with the services effectively rendered and the level of expertise of the intermediary: the agreement must precisely define the Company's expectations and the operative event in which the commission becomes due and payable;
- It must be consistent with the levels of compensation applied elsewhere by the entity for similar services or if there is no reference, be consistent with usual business practices;
- Any advance payment or merit pay, whatever form it takes, must be specifically covered in the agreement and specially approved by the director of the department concerned on an exceptional basis, accompanied by the elements justifying the payment.

### *2. The agreement must stipulate the payment procedure:*

- The payment terms and details of the Intermediary's bank account into which the payments are to be made are defined in the agreement and cannot be modified;
- Payment must be made in the country where the Intermediary resides (natural person) or in the country where it is registered (legal entity) and into an account for which the Intermediary is the sole holder, confirmed by a bank certificate. No payment may be made into accounts opened in countries other than that where the Intermediary resides or is registered, or of which it is not the holder;
- **Payment shall always be traceable and made in countries which cooperate with international legal and tax authorities.**
- The statement of commissions must be checked (existence of an agreement, reality of the service and completion of the sale generating the commission up to full payment); the calculation of the amounts to be paid must be matched with the contractual provisions by the person in charge of monitoring the agreement and his/her line manager; the financial department must also check that the sum to be paid complies with the provisions made based on the service effectively rendered.

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<sup>5</sup>See the Annual Self-Assessment form in Appendix 5.

## APPENDIX 3: ETHICS CLAUSE

1. *[Name of Intermediary]* certifies that it is aware of Verallia's Code of Ethics, the Anti-Bribery Code of Conduct and the rules set out by Verallia for preventing and combating corruption in its Anti-Bribery Code of Conduct, an extract of which is attached. He/she undertakes to comply with all the rules laid down therein, and more generally to comply with all the regulations and laws applicable to combating corruption.

2. Verallia reserves the right to access and audit all or part of the accounts, registers and other relevant documents of *[Name of the Intermediary]*. These checks may be carried out either directly by Verallia or by a third party appointed for this purpose by Verallia, subject to a notice period of [...] days. These checks shall be limited to the relevant information and protected by a confidentiality agreement from Verallia (or of the third party mandated by Verallia) vis-à-vis *[Name of the Intermediary]*.

3. In particular, *[Name of the Intermediary]* undertakes to comply strictly with the following obligations:

3.1. *[Name of the Intermediary]* certifies that none of its officers, directors, employees, sub-contractors, agents or representatives has the status of a Governmental Official<sup>6</sup>, or has relationships with Governmental Officials or other state representatives likely to exert influence under this agreement. If not, *[Name of the Intermediary]* undertakes to inform Verallia of this prior to the conclusion of this agreement. Similarly, if the information referred to in this paragraph changes during the performance of this agreement, *[Name of the Intermediary]* undertakes to inform Verallia of this fact, immediately and in writing;

3.2 *[Name of the Intermediary]* will not use money or any other form of remuneration paid by Verallia for an illegal purpose. In performing the tasks set out in this agreement, *[Name of the Intermediary]* and its officers, directors, employees, agents or representatives shall refrain from paying, offering, promising or authorising the direct or indirect payment of any benefit whatsoever with a view to influencing any person to act in a manner than benefits *[Name of the Intermediary]* and/or Verallia. In the event that *[Name of the Intermediary]* or any of its officers, directors, employees, agents or representatives becomes aware of or suspects any inappropriate practices in connection with this agreement, he/she undertakes to immediately inform Verallia, which will have the right to terminate this agreement without compensation, by sending a registered letter with acknowledgement of receipt, except in the case provided for in paragraph 4. ii) below;

3.3. *[Name of the Intermediary]* acknowledges that all payments that he/she will receive from Verallia (i) will be sent directly to him/her and may not under any circumstances be made to a third party, and (ii) will be made in the country where *[Name of the Intermediary]* is domiciled, and into a current account of which *[Name of the Intermediary]* is the sole holder.

In addition, Verallia may not make any payment in cash, for any undertaking whatsoever;

3.4 *[Name of the Intermediary]* may not subcontract any of the tasks referred to in this agreement, without having obtained Verallia's prior written consent. The subcontractor must sign the Verallia supplier's code of conduct and anti-corruption policy.

4. *Name of Intermediary]* is fully aware that

i) compliance with all of the provisions of this Article [X] is essential to Verallia and that any violation of any of these provisions, and/or

ii) the institution of legal proceedings against *[Name of Intermediary]*, or its officers, directors for violation of applicable anti-corruption regulations and laws,

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<sup>6</sup> Definition of a "GOVERNEMENTAL OFFICIAL" "Governmental Official" means:

any person in a position of public authority; i.e.. any holder, by the delegation of the public power, of a decision-making or an enforcement power (whether exercised permanently or temporarily);

any person entrusted with a public service task, i.e. any person who, without receiving a decision-making or an enforcement power awarded by the public power, performs a general interest task all the same; any person holding a public elected office, i.e. any elected person who is responsible for acting in the name and on behalf of his voters, whether or not with a decision-making or an enforcement power.

shall constitute a cause for Verallia to terminate this agreement, for serious misconduct on the part of [Name of the Intermediary], without delay and without indemnity, by sending a registered letter with acknowledgement of receipt.

In such a case, [Name of the Intermediary] is fully informed that :

- Verallia shall have the right to suspend all payments to [Name of the Intermediary], including for services already provided, and
- Name of Intermediary] shall indemnify and hold Verallia harmless from any and all losses, costs, claims or damages related to or arising from the breach of obligations, warranties and/or termination of this agreement.

#### **APPENDIX 4: AGENTS AND INTERMEDIARIES DUE DILIGENCE QUESTIONNAIRE**

This questionnaire is fully mandatory for:

- any sales agent (in addition to the screening report obtained from the corruption screening tool);
- and for the other intermediaries which can't be screened through the corruption screening tool.

For the intermediaries (other than sales agents) which are screened through the corruption screening tool, this questionnaire is partially mandatory as a complement of the report obtained from the corruption screening tool (parts of the questionnaire for which the information is not available through the corruption screening tool or considering the risk specificity of the third party, parts of the questionnaire which need to be confirmed by the third party itself)).

*This questionnaire must be filled by the Company directly*

*This information sheet was updated on:*

<b>1</b>	<b>BASIC DETAILS CONCERNING YOUR ORGANISATION</b>	
1.1	Do you conduct your business through a company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2	Name of person to contact for this information sheet	
1.3	Your company name (if applicable)	
1.4	Your company address	
1.4bis	Your address (if you do not conduct your business through a company PO Box not sufficient)	
1.5	Place where your company is registered (if applicable)	
1.6	Telephone number(s)	
1.7	Fax number(s)	

1.8	Website address (if one)	
1.9	Company registration number (if applicable)	
1.10	Company registration date (if applicable)	

1.9bis & 1.10bis	Place of registration and registration number (if you do not conduct your business through a company) (if applicable)	
1.11	Is your company (if applicable)	i) a private limited company (Ltd)? <input type="checkbox"/>
		ii) a public limited company (Plc)? <input type="checkbox"/>
		iii) other legal form (please specify) <input type="checkbox"/>
1.12	Country of operations	

<b>2</b>	<b>STRUCTURE / COMPANY ENVIRONMENT (IF APPLICABLE)</b>	
2.1	Name(s) of directors	
2.2	Equity structure	
2.3	Shareholder name(s), and percentage of interest and the country of incorporation/nationality	
2.4	Name of your company's group and/or parent company (if applicable)	
2.5	Has the Company changed its business name in the last five (5) years?	
2.6	Name(s) of your company's subsidiary(ies), their geographical locations (if applicable)	
2.7	Address and contact information of your company's different sites (if applicable)	

### 3. Ownership

Please list all shareholders or owners who hold a financial interest in the Company's business of 5% or more. Where applicable, please provide ownership information that identifies all individual owner of Company (or major shareholders if a public company).

OWNER NAME	% OWNERSHIP	ADDRESS	COUNTRY OF INCORPORATION / NATIONALITY

Is the Company privately held?

Yes  No

4 ACTIVITES COMMERCIALES BUSINESS ACTIVITIES			
4.1	Please provide us with a brief history of your activity and/or company		
4.2	What are the main business activities of your organization?		
4.3	How many people do you employ?		
4.4	Name and job title of senior officers	Noms / Fonctions Name / job titles	Adresse professionnelle / Coordonnées Professional address / Contact details
4.5	Name, job title and academic background of the people dedicated to rendering the service		
	Names / Job titles	Academic background	Language(s) spoken



4.6	Your specific skills / knowledge relating to our products or products like ours (if applicable)?		
4.7	Your or your employees' specific skills / knowledge of our products or products like ours (if applicable)		

<b>5</b>	<b>INFORMATIONS FINANCIERES FINANCIAL INFORMATION</b>	
5.1	What was your turnover in the last two fiscal years?	
5.1 bis	What was your net profit in the last two fiscal years	
5.2	Please indicate which of the following documents you would be able to provide	
	A copy of your company's last audited financial statements (if applicable)	<input type="checkbox"/>
	Any other similar document to those mentioned above if you do not conduct your business through a company	<input type="checkbox"/>
	Any other document demonstrating your financial situation if trading for less than one year	<input type="checkbox"/>
5.3	Please attach your financial statements for the past three years (audited, if available), including balance sheets and profit and loss statements	

6	<b>COMPLIANCE PROGRAMS</b>	
6.1	Does the Company have an anticorruption policy?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
6.2	Does the Company have a competition policy?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
6.3	Does the Company have an international sanctions policy?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
6.4	Does the Company have procedures in place to monitor the effectiveness of its anticorruption, competition and international sanctions policies?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
6.5	Does Company provide training of anticorruption, competition and international sanctions programs to its employees and directors?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
6.6	Does the Company have an Anticorruption Code of Conduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
6.7	Does Company have procedures and alert system in place to allow reporting of any misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document

7	<b>DECLARATION OF NO CONFLICT OF INTEREST</b>
	<p>I certify that neither I, nor any of the company's officers, directors, employees, agents or representatives (if applicable), nor any of the officers, directors, employees, agents or representatives of my subcontractors / the Company's subcontractors (if applicable):</p> <ul style="list-style-type: none"> <li>- Has no personal interests, direct or indirect, that conflict with the interests of VERALLIA</li> <li>- Does not have any direct or indirect pecuniary link with VERALLIA Entity, its managers, directors or employees;</li> </ul> <p>And I undertake to inform VERALLIA in writing, without delay, of any possible conflict of interest situation and any possible change of situation likely to create a conflict of interest.</p>

8	<b>International Sanctions</b>	
8.1	Is the Company affected by international Sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2	Is the Company's directors affected by International Sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document
8.3	Is the Company's shareholders affected by International Sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document

8.4	<p>Is the Company carries out its activities in a country affected International Sanctions? If “yes”, please mention the countries</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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9	Violations	
9.1	<p>Within the last five (5) years, has the Company, or any of its directors, officers, principal owners or employees, ever been found by a court or agency to have violated any anticorruption laws?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document</p>
9.2	<p>Within the last five (5) years, has the Applicant, or any of its directors, officers, principal owners or employees, ever been found by a court or agency to have violated any competition/antitrust laws?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document</p>
9.3	<p>Has the Company ever been suspended or debarred from doing business in any capacity as a result of fraud, misrepresentation, corruption, antitrust, bribery, money laundering or any other related activities in any jurisdiction?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document</p>
9.4	<p>Within the last five (5) years, has the Company, or any of its directors, officers, principal owners or employees, ever been found by a court or agency to have violated any international sanction laws?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide the relevant document</p>
9.5	<p>Is the Company carries out its activities in a country affected International Sanctions? If “yes”, please mention the countries</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

10	Intermediaries	
10.1	<p>Do you use any intermediaries (agents, sponsors, consultants, representatives and joint venture partners) to provide services or interact with government entities? If “Yes”, please list names, addresses and phone numbers of Intermediaries and a description of what services they provide:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
10.2	<b>EXPERIENCE &amp; REFERENCES</b>	

10.3	Date on which you or your company first began working as a commercial agent or intermediary		
10.4	Representation by you or your company of products outside the territory we assigned to you (if applicable)		
10.5	Agreements with others companies		
		Oui/Non Yes/No	Descriptions
	Distribution		
	Representation (exclusive or not)		
	Joint-Venture		
	Partnership		
	Other		

<b>11</b>	<b>SPECIFIC DOCUMENTS TO BE ENCLOSED WITH THIS SHEET</b>
11.1	Brochure presenting your activity and/or your company
11.2	Extract from the commercial register (or equivalent if you do not conduct your business through a company) certifying your registration or the registration of your company
11.3	Bank references (Bank account)
11.4	Criminal Record Certificat

<b>12</b>	<b>Relations with public officials</b>	
12.1	Do any of Company's owners, officers, directors or employees hold any position with any government, any agency of any government, any enterprise in which a government owns an interest, or any political party? If "Yes", list names, titles and governmental positions and nature of relationship	Yes <input type="checkbox"/> No <input type="checkbox"/>

12.2	<p>Do any of Company's owners, officers, directors or employees have any personal (e.g. familial) or professional affiliation with any government officials, political party officials or candidates for political office which may relate to business?</p> <p>If "Yes", list names, titles and governmental positions and nature of relationship:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
12.3	<p>Do any of Company's owners, officers, directors or employees are or recently have been candidate for political office?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

### CERTIFICATION

The Company, who is duly authorized and has full legal capacity to complete this questionnaire, certifies as to the matters set forth in this questionnaire, signs and certifies this document as follows:

- a) to the best of my knowledge, all information set forth in this response is accurate and complete;
- b) I expressly consent to the collections, use, processing, storage and transfer of data, including the data about my company, my personally identifiable information and that of other persons that I identify in the questionnaire, in the manner and for the purposes described in this questionnaire;
- c) I acknowledge and understand that the provision of false or misleading information may result in the termination of any relationship that may be entered into in the future between Verallia Group and the Company. Further, I understand that Verallia Group reserves the right to recur to such other remedies as may be appropriate in the event of such termination.

Name:	Position:
Signature:	Date:

## APPENDIX 5: AGENTS / INTERMEDIARIES ANNUAL SELF-ASSESSMENT FORM

The information provided by **agents and intermediaries** to the Due Diligence questionnaires and those related to the contractual provisions with regards the fight against corruption must be certified by completing the annual declaration below.

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1. Identification of the agent/intermediary:

.....  
.....  
.....

2. I confirm that I am duly qualified and authorised by the intermediary stated above to issue the declarations contained in this document.
3. I certify that I have received, read and understood Verallia's Anticorruption Code of Conduct;
4. I certify that I am and remain in full compliance with the provisions of the above-mentioned code, the terms of the agreement of [date], and more generally, all applicable laws and regulations for the fight against corruption;
5. In working in the name and/or on behalf of Verallia, I certify that neither the intermediary stated above, nor any of its managers, directors, employees, agents, representatives or sub-contractors will pay, offer, promise to pay or authorise the direct or indirect payment of any advantage whatsoever, in order to influence any person to act in a certain way, in favour of the intermediary indicated above or in favour of Verallia;
6. I certify that no payments, authorisations, promises or gifts described in the paragraph above have been made before this date;
7. I certify that neither the intermediary stated above, nor any of its managers, directors, employees, agents, representatives or sub-contractors will commit an act constituting a violation or involving Verallia in the violation of an applicable law in a jurisdiction in which Verallia conducts business activities. This includes, without limitation, the OECD Convention, the Foreign Corrupt Practices Act, the United Kingdom Bribery Act and French Law N°. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life (known as "Sapin 2 Law").

Signed at \_\_\_\_\_, on \_\_\_\_\_

Name: \_\_\_\_\_

Functions: \_\_\_\_\_

Signature + company stamp: \_\_\_\_\_