

**Third party Code of Conduct
MacAndrews & Company Ltd**

Dear Supplier,

MacAndrews has become one of the leading players in the European economy and is part of CMA CGM, the world's third largest container shipping company. Today MacAndrews offer a complete range of activities including shipping, cargo handling facilities, as well as inland logistics. Its main objective is to offer customers proactive and innovative services building on quality and high performance with protection of the environment in mind.

MacAndrews is determined to conduct its business activities in a responsible, transparent and ethical way, remaining true to its values as exemplified in the [CMA CGM group Code of Ethics](#).

We expect our Suppliers to have the same level of standards. MacAndrews has therefore developed the Third Party Code of Conduct enclosed herewith.

We kindly ask you to acknowledge receipt of this Third Party Code of Conduct and return it duly completed and signed to the following email address:

lpl.suppliercontracts@macandrews.com

We remain at your disposal should you have any further questions regarding this Third Party Code of Conduct.

Thank you for your support,

Sincerely,

MacAndrews & Company Limited

Third Party Code of Conduct

As expressed in its Code of Ethics, entities of the CMA CGM group are committed to conducting business according to the highest standards of integrity, in strict compliance with applicable laws and regulations. The Third Party Code of Conduct (“the Code”) sets forth non-negotiable minimum standards that MacAndrews expects from their suppliers when conducting business with or on its behalf. By acceptance of this Code, the partner commits that all agreement and business relationships with MacAndrews are subject to the provisions contained herein.

1 Human Rights

MacAndrew’s suppliers must strictly commit to respecting the protection of internationally proclaimed Human Rights as defined in the Universal Declaration of Human Rights.

2 Labor standards

2.1 Prison and forced labour

The supplier must, under no circumstances, use or in any other way benefit from forced or compulsory labour as set forth in International Labor Organization’s (“ILO”) conventions n°29 and n°105. The use of labour under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. The supplier shall not utilize factories or production facilities that force work to be performed by unpaid or indentured laborers, nor shall the supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities.

2.2 Child labour

MacAndrew’s suppliers must not employ, in any manner whatsoever, persons under the minimum age requirement for work, in accordance with national legislations and/or ILO’s conventions n°138 and n°182.

2.3 Working hours

The supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

2.3 Non-Discrimination

The supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, sex, age, gender, ethnicity, pregnancy, national origin, or sexual orientation.

3 Health, Safety & Environment

The supplier shall provide employees with safe and healthy working conditions and implement precautionary measures against accidents and occupational diseases. Besides, the supplier must provide training and ensure that employees are educated in health and safety issues.

The supplier must comply with all applicable laws regarding working conditions, including, but not limited to, worker health and safety, sanitation, fire safety, risk protection by implementing a safety management system such as OHSAS 18001.

The supplier strives to achieve best practices for the environment and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered. The supplier's compliance with such rules must be evidenced by the existence of an effective environmental management system such as ISO 14001. This system should include emergency procedures in case of accident(s) or any other environmental emergency, including but not limited to, the storage of hazardous and combustible materials in secure areas. The supplier should demonstrate how they monitor, measure and reduce greenhouse gas emissions, should establish programs to minimize industrial waste and promote recycling.

4 Business Integrity

4.1 Respect of competition laws

The supplier must comply with all applicable anti-trust or competition laws and regulations. These laws deal with agreements among competitors or suppliers/customers, discrimination practices, cartels especially price fixing and other agreements or practices that may reduce competition.

4.2 Fight against corruption

Any and all forms of corruption are strictly prohibited. In all its activities, the supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private. Nor must the supplier accept any such advantage in return.

4.3 Conflict of interests

The supplier must report to MacAndrews any situation that might be construed as a conflict of interests and more specifically when a MacAndrews employee may have potential interests in the supplier's activities or any shares in the supplier's capital.

4.4 Respect of Economic Sanctions and Embargos

The supplier's transactions must strictly comply with economic sanctions-embargoes laws and regulations published by a relevant governmental entity, including but not limited to the United States, the European Union and the United Nations. The supplier guarantees that it is not part of a sanctioned parties list and shall immediately notify MacAndrews if it becomes listed.

5 Confidentiality

All discussions and written information received from any entity of the CMA CGM group are to be treated confidentially by the supplier, its employees and any third party appointed to act on their behalf.

6 Protection of goods and resources

The supplier is responsible for the protection of CMA CGM group's goods and resources that are allocated to them for the performance of their service(s), against degradation, alteration, fraud, theft and loss.

7 Compliance

MacAndrews reserves its right, upon reasonable notice, to audit the compliance of the supplier's activities with the requirements of this Code. MacAndrews encourages its suppliers to implement internal binding guidelines to ensure the compliance of its activities and its own subcontractor's activities with the ethical standards set forth herein. Any breach of the obligations stipulated in this Code is considered as a material breach of the contract by the supplier. MacAndrews reserves its right to terminate any agreement signed with the supplier in case of breach of one of the section of this Code. The supplier shall indemnify and hold harmless MacAndrews, its servants, subsidiaries and agents in respect of any losses, expenses, claims, fines, reasonable attorney fees and costs of whatsoever nature incurred by reason of non-compliance with the above mentioned statements.

8 Ethics & Compliance

The supplier can seek clarification on the Code's provisions, by contacting MacAndrews Legal Compliance department at lp.suppliercontracts@macandrews.com

For any matter relating to economic sanctions and embargoes please contact lon.ecosanctions@macandrews.com

Unless otherwise agreed in writing between the parties, in the event of any conflict between the terms of this document and any other written agreement between the parties, the terms of this document take precedence.

Any provision in any other written agreement between MacAndrews and the supplier (either in existence as at the date of this document or which may be agreed between the parties from time to time) referring to the exclusion of all other agreements shall be construed as not being applicable to the terms of this document.

Signed by: _____

Print Name: _____

Position: _____

For and on behalf of: _____

Date: _____

END