



**GENERAL TERMS AND CONDITIONS OF PURCHASE
OF TRANSPORT SERVICES**

ARTICLE 1. PURPOSE, SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE AND DEFINITIONS

- 1.1 The present general terms and conditions of purchase of transport services (here after the “**General Conditions**”), of which the attached **Annexes** form an integral part thereof), shall apply to all contractual relationship between **Redspher** and the **Carrier**, who is willing to provide road carriage **Services** in accordance with the present General Conditions.
- 1.2 These General Conditions contain the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements between the Parties. No purported variation of these General Conditions shall take effect unless made in writing and signed by each Party.
- 1.3 It is expressly agreed that the general terms and conditions of the Carrier shall not be applicable to Redspher.
- 1.4 The Parties agree that the Carrier may also perform transport services for other Redspher’ affiliates. In given cases, the scope of this General Conditions will also be applicable to those services except for the remuneration and payment terms which will be agreed upon per transport.
- 1.5 The terms used in these General Conditions shall have the meanings here after assigned to them, unless the context unequivocally gives to understand otherwise. The use of nouns and expressions in their singular form does not exclude that they can also be understood in their plural form and vice versa, whereby the context so allows and it reflects the intent of the Parties.

Annexes: see the definition in article 26 of the present General Conditions.

Carrier: shall mean the contractor who provides the Services (as defined below), working independently and with financial self-sufficiency, solely liable for its own company organization and for the outcome of the provided Services.

Contract: shall mean the Purchase Order (as defined below) including all further documentation issued by Redspher in relation to each Service (as defined below) provided by the Carrier.

CMR Convention: shall mean the Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956 and any regulation that may replace it in the near future.

Redspher: shall mean the party purchasing Services from the Carrier, i.e.:

- a) the freight forwarder Redspher SA, a public limited company, which registered office is located 19 Rue Edmond Reuter, L-5326 Contern, Luxembourg and is registered with the Company and Trade Register of Luxembourg under the number B-41128;
- b) any other company controlled by Redspher SA (it being understood that Redspher SA as defined herein may act in its own name as well as on behalf or in the name of any and all companies of the Redspher Group) and which is identified

in the Purchase Order.

Force Majeure: see the definition in article 17 of the present General Conditions.

General Conditions: shall mean the present general terms and conditions of purchase of transport services.

Goods: see the definition in article 2.1 of the present General Conditions.

Parties: shall mean collectively Redspher and the Carrier.

Purchase Order shall mean a purchase order issued to Carrier by Redspher, in written or electronic form, for the purchase of Services pursuant to these General Conditions.

Services: see the definition in article 2.1 of the present General Conditions.

Vehicles: see the definition in article 5.1 of the present General Conditions.

- 1.6 It is finally agreed that any reference hereinafter in these General Conditions or Annexes to any kind of Redspher' requirements are deemed to be Redspher' customer's requirements.

ARTICLE 2. SERVICES PROVIDED BY THE CARRIER

- 2.1 The services provided by the Carrier to Redspher are related to the carriage by road on an occasional basis of Redspher' customers' goods (hereinafter referred to as "**Goods**") with dedicated vehicles in accordance with Redspher' applicable operational requirements and any applicable annex (here after the "**Services**").
- 2.2 The Services also include the supervision of loading, unloading, stowage and lashing of the Goods to be carried or carried in the vehicle, as well as the provision of other ancillary services to the carriage of Goods such as custom clearances and formalities, for which the Carrier shall always be solely responsible.
- 2.3 The Carrier shall at all times take all appropriate measures to secure the Goods to be carried.
- 2.4 The Carrier is fully aware that all national or international carriage under these General Conditions is "non-stop door-to-door express carriage" subject to compliance with the

international and national legal requirements in particular but not limited to maximum speed and rest periods. Every carriage is urgent and must be performed in accordance with Redspher' customer agreed timeframe and route. Redspher can also request the presence of a second driver on board for any particular carriage.

- 2.5 The Carrier shall perform good quality Services in accordance with the highest professional standards and Redspher' specific operational requirements. In particular, Carrier agrees to be bound by the quality requirements set out in Annex 1 and to indemnify Redspher for in failure to comply with such requirements, as specifically agreed in Annex 1The Carrier confirms expressly that it is aware of, and has understood all applicable Redspher' requirements and Annexes.

- 2.6 It is agreed that, unless otherwise accepted in writing, all carriage and other ancillary services offered by Redspher shall be performed by the Carrier in strict compliance with the provisions of these General Conditions from the moment where the transport offer has been accepted up to the moment the transport has been finalized.

- 2.7 When necessary, the description, nature and conditions of the work shall be more precisely defined by the Parties in writing.

- 2.8 Redspher does not guarantee in any way the Carrier's turnover nor the volume of business to be provided to Carrier. The Carrier cannot hold Redspher responsible if its turnover drops or if Redspher does not meet the Carrier's expectations.

ARTICLE 3. ORDER PROCESS

- 3.1 All requests for transport will be submitted electronically to the Carrier via the Rubiwin Carrier Portal (or any similar tool Redspher may decide to use).
- 3.2 Each transport request shall be electronically validated and accepted by the Carrier to become a valid Purchase Order binding for both Parties.
- 3.3 If a transport request is not validated and accepted by the Carrier within fifteen (15) minutes after its communication to the Carrier via the Rubiwin Carrier Portal, Redspher shall have the right to allocate such transport to another carrier.

ARTICLE 4. CARRIAGE

- 4.1 All international as well as national carriage offered by Redspher under these General Conditions are subject to the provisions of the CMR Convention or compulsory national law, whatever prevails.
- 4.2 The loading and unloading time of the Goods for every carriage will be communicated by Redspher and must be strictly followed. Redspher must be informed of every delay (whatever its duration) and any delay and/or hindrance, which may be reasonably foreseen.
- 4.3 In case of carriage of dangerous Goods, the Carrier warrants that it is in full compliance with all applicable laws and regulations or specific requirements of Redspher' customer with regard to the carriage of dangerous Goods.
- 4.4 The Carrier must ensure that its drivers are always properly dressed and conduct themselves towards the customer in an appropriate and courteous way. In case Redspher' customer would refuse to handover the Goods for carriage due to the inappropriate dress and/or conduct of the driver, the Carrier forfeits its right to claim its carriage fee and Redspher has the right to claim damages.

ARTICLE 5. VEHICLES

- 5.1 For the purpose of this Agreement and in accordance with Redspher' specific operational requirements and annexes, which may be applicable, the Carrier agrees to place only vehicles at the disposal of Redspher of which it guarantees that they are in good general working condition and appearance and to comply with all applicable laws and regulations (in particular but not limited to roadworthiness, insurance, security and environmental standards) (hereinafter referred to as the **"Vehicles"**).

The Vehicles must have permanent communication facilities on board and must in particular be connected to a tracking tool (as of today, the Redspher tracking tool is "Easy2Trace") in order to locate the Vehicles. Carrier will have to pay Redspher a contractual penalty of five euros (5€) per shipment executed without proper connection to such a tracking tool.

- 5.2 When the Carrier accepts a Purchase Order, it will see that the Vehicles can be used in accordance with any applicable law and regulations in the countries where the Vehicle is travelling.

ARTICLE 6. DRIVERS

- 6.1 For the purpose of performing the carriage, the Carrier shall only call upon drivers who have acquired the necessary experience and qualification and shall regarding hereto implement Redspher' specific operational requirements and Annexes which may be applicable.
- 6.2 All drivers must be employed by the Carrier in accordance with any applicable laws and regulations in the country of employment.
- 6.3 The Carrier must ensure that during every carriage assignment, its drivers will always be in possession of all documents necessary to carry out the carriage in accordance with international and national legal requirements.
- 6.4 The Carrier will always be exclusively responsible for its drivers and will take responsibility for all aspects of compliance with all legal provisions in particular but not limited to driving and resting hours.

ARTICLE 7. CMR CONSIGNMENT NOTES/ CUSTOM FORMALITIES

- 7.1 For each carriage, a valid CMR consignment note, or any other legally required equivalent, must be completely and correctly completed by the Carrier with all due care and attention. For this purpose, CMR consignment notes with the logo of the Redspher' entity purchasing the Services from the Carrier will be provided to the later in the relevant agencies.

In case the Carrier wishes not to use such CMR consignment notes with the above mentioned logo, it will have to pay Redspher a contractual penalty of one euro (1€) per shipment. However, such a penalty will not be applicable if the Carrier did not have the possibility to supply itself with such CMR consignment notes because it was not offered to him by Redspher.

- 7.2 The completion of the consignment note is the sole responsibility of the Carrier. Some of the information for this completion will be communicated by Redspher as received from its customers.
- 7.3 The Carrier shall be solely responsible for due compliance with all custom clearance formalities as per instructions of Redspher' customers and requirements for the carried Goods.
- 7.4 The transport document and/or CMR consignment note must be sent digitally (scan,

upload, digital picture with high quality, e-mail, etc...) within the shortest possible period of time to Redspher. In the absence of such documents, Redspher will not be able to process the payments due to the Carrier.

ARTICLE 8. PRICING AND PAYMENT CONDITIONS

- 8.1 The transports operated by Carrier shall be invoiced in accordance with the price specified and accepted between the Parties in the Purchase Order.
- 8.2 All invoices of Carrier shall be submitted electronically, using the Rubiwin e-invoicing tool provided by Redspher. When sending its invoices, the Carrier must include original copies of the CMR consignment notes with respect to the carriage assignment in question.
- 8.3 Should the Carrier fail to provide a completely and correctly filled out CMR consignment note, the payment of the related carriage will be suspended until the CMR consignment note in question is remitted.
- 8.4 Unless otherwise agreed by the Parties before a transport and unless otherwise provided by mandatory local provisions, invoices shall be paid at the end of the month following the month of the invoice.
- 8.5 The nature and the scope of the remuneration will be agreed between the parties before each transport.
- 8.6 In any event, the Parties agree that the amounts of the invoices due to the Carrier by Redspher may be compensated with whatever debt the Carrier may have towards Redspher or one of its affiliated companies.
- 8.7 Redspher shall also be entitled to recover from the Carrier, in addition to any other relief awarded, all expenses it incurs in order to enforce its rights under these General Conditions, including legal fees and expenses.

ARTICLE 9. EARLY TERMINATION

- 9.1 Redspher is entitled to cancel any Purchase Order if the Carrier or its drivers are in default or in breach of any of its obligations hereunder, provided that Redspher has given notice of the breach by registered letter and the breach has not been cured within fifteen (15) days after the date of such notice.

9.2 In addition, Redspher shall also be entitled to terminate immediately, without notice and without liability, the relationship with the Carrier in case of the followings:

- In the event the Carrier or its drivers gave Redspher false information or were involved in illegal activities (e.g. drugs, theft, etc.);
- in the event of bankruptcy, winding-up, cessation of trading, seizure or any other procedure arising from the total or partial insolvency, whether temporary or permanent, of the Carrier;
- in the event of change in control or ownership of the Carrier without Redspher' prior written consent, to the extent permitted by law.

Upon occurrence of such event and a subsequent early termination of these General Conditions, the Carrier will not be entitled to claim any compensation.

ARTICLE 10. LICENSES / DOCUMENTS

- 10.1 The Carrier formally confirms and declares that it has complied with all the obligations and requirements necessary to enable it to carry out its activities. In particular, the Carrier confirms that it has all the necessary haulage licenses and/or other documents required in order to operate as carrier and shall provide Redspher copies thereof upon signing of these General Conditions. The Carrier shall indemnify Redspher against any claim made against Redspher as a result of any failure to satisfy the conditions set out in this article.
- 10.2 The Carrier shall ensure that Redspher will always be in possession of valid and up-to-date copies of these documents and shall inform Redspher of any change that takes place.
- 10.3 The Carrier will have access to the supplier portal of Redspher called "**Rubiwin**". The Carrier will have to update and upload its corporate and compliance documents, as well as any other documents required by Redspher on the supplier portal.

ARTICLE 11. LIABILITY

- 11.1 The Carrier shall be solely liable for the total or partial loss of the Goods and for any resulting damage that occurs between the time when it takes over the Goods and the time of delivery, as

well as for any delay in delivery and for the legal defense costs of Redspher arising out of any claim against Redspher as mentioned in this article.

11.2 The Carrier shall be liable as set forth below from the time a shipment is picked up from Redspher' customer until it is delivered to the designated recipient:

- For the road portion: (i) for international shipments, in accordance with the CMR Convention for the international carriage of freight by road and (ii) for domestic shipments within a country, in accordance with applicable mandatory provisions; if no mandatory provisions apply, then in accordance with the CMR Convention, by deeming the shipment to have moved in international traffic.;
- For the rail portion: in accordance with the CIM Uniform Rules Concerning the Contract of International Carriage of Goods by Rail;
- For the air portion: in accordance with the Montreal Convention for international airfreight shipments;
- For the sea portion: in accordance with The Hague-Visby Rules for the international carriage of freight by sea.

In addition, for any non-localized damage that cannot be linked to any portion of the shipment, the Carrier's liability shall be governed by the CMR Convention.

The Parties intend to be bound by the above mentioned international conventions, irrespective of their signature and/or ratification by the countries where the Carrier and Redspher' customer have their registered office.

11.3 Furthermore, it is agreed between the Parties that in case of reasonably avoidable delay and in case a Redspher' customer holds Redspher liable, the carriage fee such as agreed by the Carrier for each accepted carriage involved may be reduced with at least the amount that Redspher' customer is claiming as compensation.

11.4 The Carrier shall also be liable for the consequences arising from the loss or incorrect use of the document specified in and accompanying the consignment note or deposited with the carrier as well as from any fault with regard to custom clearances or formalities. The Carrier shall indemnify Redspher against any claim

and expenses, including legal defense costs, arising therefrom.

11.5 The Carrier shall be liable for any damage and expenses caused by its fault or negligence during all stowage and lashing operations. Furthermore, the Carrier shall be liable for all loading and unloading operations, as well as the performance of other ancillary services only if these are performed under the supervision of the Carrier. The Carrier shall indemnify Redspher against any claim and expenses, including legal defense costs, arising therefrom.

11.6 It is expressly agreed that the Carrier shall be liable for the acts of its servants, employees, agents or subcontractors.

11.7 Finally, each Party shall indemnify the other Party against any claim of a third party when this claim has been initiated because of its fault, except when this fault arises from a fault of the other Party.

ARTICLE 12. INSURANCE

12.1 The Carrier is responsible for taking full and comprehensive insurance with a reputedly solvent insurance company covering all its obligations and liabilities as the carrier in accordance with the international and national legal requirements. The insurance policies must cover:

- civil and contractual liability (including gross negligence);
- automobile insurance.

12.2 The Carrier shall maintain these insurance contracts for as long as may be necessary, shall request its insurers and insurance broker to certify the Carrier's insurance cover together with the existing limits and conditions and make them available to Redspher in accordance with the provisions of article 10 here above.

ARTICLE 13. INDEPENDENT CONTRACTORS

13.1 The parties to these General Conditions are independent contractors and are not agents nor representatives of each other and will in no way constitute any association, partnership, or joint venture between the parties hereto. The Carrier shall at no time be regarded as an employee, or an agent or a representative of Redspher. Neither Party shall have the power to bind the other.

13.2 The Carrier declares expressly that it is performing carriage for principals other than Redspher. Redspher shall at no time be mentioned in the CMR consignment note.

13.3 The Carrier is entirely responsible for its management and in particular for the choice of its furnishers of goods and services. While Redspher may enable the Carrier to obtain goods and services at competitive market prices such as fuel cards, insurances or other, Redspher shall not be liable to the Carrier for any damage caused by or connected with the use of such goods or services.

13.4 Any driver the Carrier calls upon to perform the carriage shall act solely and exclusively on behalf of and for the account of the Carrier. Any such driver shall act under the sole and exclusive instructions of the Carrier and shall not be or ever considered to be an employee of Redspher.

The Carrier is solely responsible for any acts of such person while performing the carriages on behalf and for the account of the Carrier.

The Carrier shall fully inform its drivers of Redspher's specific operational requirements as described in these General Conditions and of any applicable Annex and ensure that his drivers always act in compliance with them.

The Carrier shall ensure that uninterrupted, real-time direct communication with the drivers is made possible for the purpose of providing them with technical, administrative or general advice or directives, provided that this is necessary for the good performance of the carriage.

13.5 The Carrier is solely responsible for all social security premiums as may be due with respect to its drivers and shall indemnify Redspher against any claim that might be filed or otherwise raised with respect to such social security premiums or other duties and obligations.

ARTICLE 14. ASSIGNMENT / SUBCONTRACTING

14.1 The Carrier may not assign or otherwise transfer these General Conditions to any affiliate or third party without the prior written consent of Redspher.

14.2 The Carrier may not subcontract the performance of certain or all of his obligations under these General Conditions to any third party without the prior and written consent of Redspher.

14.3 In case of violation of articles 14.1 and/or 14.2

mentioned here above, the Carrier shall pay Redspher a contractual penalty amounting to two times the price specified and accepted between the Parties in the Purchase Order.

14.4 Furthermore, co-loading of third parties is only permitted with the written agreement of Redspher. Any violation will result in a contractual penalty of up to three times the price specified and accepted between the Parties in the Purchase Order.

14.5 The Carrier shall provide Redspher proof that all its candidate sub-contractors fulfil all the conditions and criteria which the Carrier must fulfil itself under these General Conditions. Redspher reserves itself the right to withhold consent in respect of any given proposed sub-contractor.

14.6 In any case, the Carrier shall remain solely responsible "as carrier" vis à vis of Redspher for the performance of the sub-contracted obligations.

ARTICLE 15. RESTRAINT OF TRADE

15.1 The Carrier may not actively pursue Redspher's customers in order to directly or indirectly perform carriage for Redspher's customers. This condition remains effective during the term of the Contract and for six (6) months after its expiration. In case the Carrier has an established business relationship with a customer that predates the Contract, such customer is excluded from the scope of this article. A list with the customers that are excluded from the scope of this article will be agreed upon in writing between the Parties before signing the Contract.

ARTICLE 16. CONFIDENTIALITY AND PUBLICITY

16.1 The Carrier undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to its attention during the performance of the Contract or any matter arising therefrom. It shall continue to be bound by this undertaking after the termination of the Contract for a duration of five (5) years.

16.2 The Carrier shall never use any company or trade name, trademark or logo of Redspher in advertising, publicity or other promotional activities without the prior and written consent of Redspher.

ARTICLE 17. FORCE MAJEURE

- 17.1 In no event shall the Parties be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, a Force Majeure event.
- 17.2 If any event of Force Majeure occurs, the contractual obligation of the Parties shall be suspended while the Force Majeure event subsists and the due date for performance thereof shall be automatically extended, without penalty, for a period of time equal to such suspension.
- 17.3 The Party affected by the Force Majeure event shall promptly inform the other Party in writing and shall furnish appropriate proof of the occurrence and duration of such Force Majeure event. In the event of a Force Majeure event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable efforts to minimize the consequences of such Force Majeure.
- 17.4 For the purpose of these General Conditions, "Force Majeure" means any event or occurrence which is outside the reasonable control of the Parties, unpredictable and which is not attributable to any act or failure to take preventive action by the Parties (e.g., any act of God, landslide, washouts, lightning, earthquakes, fires, storms, floods, wars, insurrections, etc.).

ARTICLE 18. SUPPLIER CODE OF CONDUCT & TRAINING

- 18.1 The Carrier undertakes to comply with the provisions of the Supplier Code of Conduct of the Redspher Group stated in **Annex 2**, which applies to all the suppliers of Redspher. The Carrier undertakes that it will and will ensure its employees respect such a document.
- 18.2 The Carrier also undertakes that its employees will be trained in order to meet general quality of service and safety requirements as further required by Redspher.

ARTICLE 19. DATA PROCESSING

- 19.1 With respect to the performance of these General Conditions, the Carrier will be required to process personal data on behalf of Redspher.
- 19.2 Therefore, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such

data (hereinafter the "GDPR"), the Parties mutually agreed to provide sufficient guarantees as to the implementation of appropriate technical and organizational measures to ensure that the processing of personal data complies with the GDPR. These measures must guarantee the protection of the rights of the persons concerned.

- 19.3 The Parties therefore undertake to comply with the provisions stated in **Annex 2** and relating to the processing of personal data.

ARTICLE 20. ANTI-BRIBERY AND ANTI-CORRUPTION

- 20.1 The Parties undertake not to violate any laws and regulations regarding anti-bribery and corruption as well as anti-money laundering.
- 20.2 More specifically, in the performance of these General Conditions, each Party undertakes not to propose, request or accept, directly or through an intermediary, a gift, an offer, a promise, a gift, money or a benefit in consideration for the performance or non-performance of an act for the purpose of obtaining or maintaining a business or financial advantage or influencing a decision.
- 20.3 This stipulation must be considered as an essential provision of these General Conditions, the non-compliance of which constitutes a material breach of these General Conditions.

ARTICLE 21. WAIVER

- 21.1 The failure of either Party to insist upon strict performance of any provision of these General Conditions shall not be deemed to be a waiver of that provision nor any rights or remedies for breaches of a similar or different nature. A waiver is only effective if it is agreed in a written instrument and signed by the Parties.

ARTICLE 22. PARTIAL INVALIDITY

- 22.1 Should any provision of these General Conditions be held void, invalid or inoperative, the remaining provisions shall not be affected by it and shall continue to be in effect.

ARTICLE 23. NOTICES

- 23.1 All notices, demands or consents required or permitted under these General Conditions shall be in writing and shall be delivered or sent by certified or registered mail, at the addresses indicated on the Purchase Order or to such other address as such Party shall from time to time have notified to the other Party as its address for

service.

ARTICLE 24. LANGUAGE

24.1 These General Conditions are executed in the English language, and they may be translated in other languages for information purposes only.

24.2 In case the translation into a different language differs from the English text, the latter will prevail

ARTICLE 25. APPLICABLE LAW / DISPUTE

25.1 The validity, interpretation and performance of these General Conditions shall be governed by the laws of the country where the Redspher company, who placed the Purchase Order, has its seat of incorporation.

25.2 Any dispute arising under or in connection with these General Conditions shall be exclusively submitted to the competent jurisdiction of the country where the Redspher company, who placed the Purchase Order, has its seat of incorporation.

ARTICLE 26. LIST OF ANNEXES

Annexes to these General Conditions:

- **Annex 1:** Penalty Scheme
- **Annex 2:** Data Privacy Terms

Annex 3: Supplier Code of Conduct of the Redspher Group

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**ANNEX 1
PENALTY SCHEME**

FLEET TYPE	CODE ZOHO	ISSUE		PENALTY	COMMENT
2PL	Availability Failed	Availability declaration not respected		Deduction may be considered up to extra costs supported by sending another unit.	Repeated cases: escalation to Rubiwin Account Manager (level 2) followed by Account team e.g. fleet Admin .
2PL - 3PL	Communication Issue	Pro-active communication (not reported AAD and other standard messages, repeatedly calling unjustified to dispatchers)		Repeated cases (as from 3rd one): 10€ / 15€ / up to 20€	Escalation to carrier and if applicable driver internally notified.
2PL - 3PL	Behaviour issue	General driver / carrier behaviour issue (like no visibility check on site / safety shoes / way of talking not appropriate / not following on site requirements)		Up to 25€	
2PL - 3PL	Behaviour Heavy issue	Severe General driver/carrier behaviour		Pending Status (Redlist waiting for investigation)	
2PL - 3PL	Refusing shipment after confirmation	Refusing a shipment after confirmation	Lack of kms performance Fatigue (no break announced) Customer cancellation (caused by the carrier)	Deductions may be considered for an equal amount of the extra costs generated or revenue loss.	Driver might be internally notified, availability cut and the unit returned to HB on carrier's costs, to consider driver and carrier written warnings.
2PL - 3PL	DEL Delay >30mn	Delay at delivery	Delay >30 min.	10€ (Max 5% of the purchase cost)	
	DEL Delay >1h		Delay >1 hr	20€ (Max 5% of the purchase cost)	
	DEL Delay >1.5h		Delay >1,5 hr	50€ (Max 10% of the purchase cost)	
	DEL Delay >3h		Delay >3 hr	60€ (Max 15% of the purchase cost)	
	DEL Delay >6h		Delay >6 hr	75€ (Max 20% of the purchase cost)	
	DEL Severe Delay		Severe delay > 6hrs or customer escalation	Escalation to Rubiwin Account Manager (level 2).	
	DEL Delay due to tolls avoiding		Delay due to avoiding tolls by taking alternative route	Toll deduction + above delay penalties.	

FLEET TYPE	CODE ZOHO	ISSUE		PENALTY	COMMENT
2PL - 3PL	PU Delay	Pick-up (without clear root cause and pre-notification)	Delay	Above delay scheme applicable. Consider the impact caused due to delivery previous shipment.	
2PL - 3PL	Unit broken down	Unit broke down during transit		Deductions may be considered up to extra costs supported by sending another unit.	Repeated cases: escalation to Rubiwin Account Manager (level 2) followed by Account team e.g. fleet Admin .
2PL - 3PL	Training or process issues	Training issues and/or follow-up on procedures	Lack of knowledge or not respecting procedures (e.g. CMR)	Repeated cases: up to 10€	Escalation to carrier, driver internally notified.
			Severe impact customer procedures, loading wrong goods, CMR not stamped and customer wont pay, wrong delivery and/or similar other situations.	Deduction up to costs supported to fix the cause damage, replacement shipment to return goods or cover the loss of revenue in customer doesn't want to pay.	Every situation addressed via an NCR and individually analyzed. Final corrective action + penalty mentioned in resolution section NCR ticket.
3PL	Co-loading issue	Co-loading without permission	Carrier combined shipments without pre-notification and confirmation	Up to 50% of purchase costs	Repeated cases: escalation to Rubiwin Account Manager (level 2) followed by Account team.
3PL	Back-Selling issue	Back-selling a shipment	Carrier used other freight exchange systems to sell our shipment without approval.	Up to 10% of purchase costs	Repeated cases: escalation to Rubiwin Account Manager (level 2) followed by Account team.

ANNEX 2
DATA PROCESSING TERMS



This Data Processing Annex (hereinafter the “DPA”) is attached to and forms part of the General Conditions hereof. All capitalized terms not defined herein shall have the meaning set forth in the General Conditions.

1. PURPOSE

- (1) In the course of providing transport services pursuant to the General Conditions, the Carrier processes Personal Data (as defined herein) relating to Redspher customers.
- (2) Pursuant to article 28.4 of the GDPR (as defined herein), Redspher (as Data Processor) shall contractually impose to Carrier (as Sub-Processor) obligations substantially no less protective of the Personal Data than those implemented between Redspher and each relevant Redspher customer (as Data Controller).
- (3) The Parties therefore agree to comply with the provisions of this DPA with respect to the processing of any and all Personal Data submitted by Redspher to the Carrier on behalf of Redspher customers, as required for the provision of the transport services.

2. DEFINITIONS

- (1) **“Appropriate Safeguards”** means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time.
- (2) **“Data Protection Laws”** means any and all laws, codes and regulations as applicable to, or enforceable against, Redspher and/or Carrier in respect of the performance of the Services from time to time including but not limited to: (i) the GDPR and potential decrees, laws and regulations enacted to effect the GDPR by any EU Member State; (ii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector and any EU directive or regulation that may replace the same in the near future.
- (3) **“Data Subject”, “Data Controller”, “Data Processor”, “Personal Data”, “process/processing”** and **“Sub-Processor”**

shall have the same meaning as in the Data Protection Laws or in the Standard Contractual Clauses. Personal Data processed in the course of performance of the Services, as well as Data Subjects are further detailed in Schedule 2.

- (4) **“Data Subject Request”** means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.
- (5) **“EEA”** means the European Economic Area.
- (6) **“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Personal Data.
- (7) **“GDPR”** means the General Data Protection Regulation (EU) n°2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- (8) **“Standard Contractual Clauses”** means the Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, drafted pursuant to the European Commission decision of 5 February 2010.
- (9) **“Supervisory Authority”** means any local, national or international agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

In this DPA, references to any Data Protection Laws and to terms defined in such Data Protection Laws (including in the Standard Contractual Clauses) shall be replaced with or incorporate (as the case may be) references to any Data Protection Laws replacing, amending, extending, re-enacting or consolidating such Data Protection Laws from time to time and the equivalent terms defined therein.

3. ROLES OF THE PARTIES

Unless specifically agreed in writing (as in Clause 11 below), the parties acknowledge and agree that with

regard to the processing of Personal Data, Redspher customer remains the Data Controller, Redspher is a Data Processor and the Carrier, as a subcontractor engaged by Redspher pursuant to the requirements set forth in the General Conditions, will act as a Sub-Processor. It is agreed that the Carrier may also resort to further Sub-Processors, pursuant to the terms of the General Conditions and those set out herein.

The Parties hereby acknowledge and agree that any right granted to or action to be implemented by Redspher under this DPA will be performed by Redspher on behalf of Redspher' customers.

4. DATA PROCESSING - TERM

- (1) The processing of Personal Data by Carrier is performed for the term of the General Conditions.
- (2) Such processing is such as strictly required for the purposes detailed in Schedule 2.
- (3) Further details of the Personal Data and Data Subjects required for such purposes can also be found in Schedule 2.

5. OBLIGATIONS OF THE CARRIER AS SUB-PROCESSOR

- (1) As Sub-Processor, Carrier shall in relation to Personal Data:
 - (a) process the Personal Data only on documented instructions from Redspher, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by law to which Carrier is subject. In such a case, Carrier shall inform Redspher of that legal requirement before processing, unless that law prohibits such information on grounds of public interest. Redspher' instructions may be specific instructions or standing instructions of general application in relation to the performance of Carrier's obligations under the General Conditions;
 - (b) ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR and Clause 8 of this DPA with respect to the security of

processing;

- (d) respect the conditions of the Data Protection Laws and Clause 7 of this DPA for engaging a further subcontractor, with the prior written consent of Redspher, for the provision of transport services entrusted to Carrier;
- (e) considering the nature of the processing, assist Redspher by technical and organizational measures, insofar as this is possible, so as to enable Redspher customer to fulfil its obligation to respond to:
 - (i) any Data Subject Request, including but not limited to requests for access, rectification, erasure, opt-out and all similar requests, and will not respond to any such requests directly unless expressly authorized to do so by Redspher (on behalf of Redspher customer); or
 - (ii) any complaint relating to the processing of Personal Data by Carrier.

Carrier will cooperate with Redspher with respect to any action taken relating to such request or complaint;

- (f) assist Redspher and Redspher' customer in ensuring compliance with the obligations under Data Protection Laws with respect to:
 - (i) security of processing;
 - (ii) notifications to the Supervisory Authority in response to any Personal Data Breach;
 - (iii) communications to Data Subjects by Redspher or Redspher customer in response to any Personal Data Breach;
 - (iv) data protection impact assessments (PIA as such term is defined in Data Protection Laws);
 - (v) prior consultation with a Supervisory Authority regarding high risk processing;
- (g) delete all the Personal Data:
 - (i) once processing by Carrier of any Personal Data is no longer required for

the purpose of Carrier's performance of its relevant obligations under this DPA; or

(ii) on request by Redspher;

and delete existing copies unless Data Protection Laws requires storage of the Personal Data and inform Redspher of such requirement;

(h) make available to Redspher and Redspher' customer all documentation and information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by Redspher, Redspher customer or another auditor mandated by Redspher and/or Redspher' customer.

(2) Carrier shall immediately notify Redspher if, in its opinion, an instruction from Redspher customer infringes Data Protection Laws.

6. RECORDS

Carrier shall maintain written records of all categories of processing activities carried out for Redspher and Redspher' customers.

7. FURTHER SUB-CONTRACTING

(1) With the prior and written consent of Redspher, the performance of the Services in accordance with the General Conditions may require the appointment and use, by Carrier of subcontractors. In such precise case, Redspher hereby grants to Carrier general authorization for further sub-processing to third parties, in order to support such performance, subject to the terms of the General Conditions and provided always that:

(a) Carrier shall notify Redspher of any intended changes concerning the addition or replacement of further Sub-Processors, thus giving Redspher the opportunity, within five (5) days of receipt of such notification, to object to such changes;

(b) obligations substantially no less protective of the Personal Data in question than those set out in this DPA shall be imposed on each further Sub-Processor by way of a contract or other legally binding agreement, in particular providing sufficient guarantees to

implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of (i) this DPA; and (ii) the Data Protection Laws. Where the further Sub-Processor fails to fulfil its data protection obligations, Carrier shall remain fully liable to Redspher and to Redspher' customer for the performance of the further Sub-Processor's obligations, subject to the terms of the General Conditions.

(2) Where Redspher' customer is located in the EEA and Carrier uses a further Sub-Processor in a non-adequate country and no alternative Appropriate Safeguards exist in relation to the further Sub-Processor, Redspher hereby gives Carrier an instruction and a mandate to sign the Standard Contractual Clauses with any non-EEA area based Sub-Processor, on behalf of Redspher customer.

8. TECHNICAL/ORGANIZATIONAL MEASURES

In relation to the processing of Personal Data, Carrier shall implement and maintain, at its cost and expense, a suitable information security program, considering the state of art, the costs of implementation and the nature, scope, context and purposes of processing the Personal Data as well as the risk (of varying likelihood and severity) for the rights and freedoms of Data Subjects. Such a program shall include technical and organizational measures no less stringent than those set out in Schedule 1.

9. DATA TRANSFERS

(1) The performance of the Services in accordance with the General Conditions may require the transfer or processing of Personal Data in countries outside the EEA from time to time. If Carrier, or a further Sub-Processor appointed by Carrier with the prior written consent of Redspher, processes Personal Data in or from a country outside the EEA, the Standard Contractual Clauses will apply to such direct or indirect transfers of Personal Data.

(2) On the basis of the mandate granted by Redspher at Clause 7(2) acting on behalf of Redspher' customer, in the event that a further Sub-Processor is based outside the EEA, Standard Contractual Clauses will apply as between the Sub-Processor and Carrier.

10. REPORTING VIOLATIONS

(1) Carrier shall notify Redspheer within twenty-four (24) hours after becoming aware of any Personal Data Breach.

(2) Such notification shall be made through the following means: dataprivacy@redspheer.com.

It shall contain relevant documentation enabling Redspheer' customers, where necessary, to notify such Personal Data Breach to the Supervisory Authority.

11. CONTRACT MANAGEMENT

(1) In the performance of the Services in accordance with the General Conditions, each party further processes Personal Data relating to directors, offices and other employees of the other party (in particular contact persons for invoicing or payment, members of operational and technical teams or staff of procurement or commercial departments). Information may include names as well as professional email and regular addresses or phone number, and is directly collected from the other party. Such Personal Data is necessary to the smooth running of the relations between the parties and is exclusively processed for contract management purposes.

(2) Each party, as Data Controller, shall process such Personal Data only as strictly required for the purposes mentioned in paragraph (1) above and shall observe all provisions of the Data Protection Laws, and in particular implement appropriate technical and organizational measures to ensure protection of Personal Data against any event that may lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

12. NOTICES

All notices in respect of matters covered under this DPA shall be sent to the nominated contacts as set forth on the Purchase Order.

13. GENERAL PROVISIONS

(1) Regarding the subject matter stated herein, this DPA, including the schedules attached hereto, constitutes the entire agreement between the parties, and supersedes all previous communications, representations, understandings, and agreements, either oral, electronic, or written.

(2) In the event that the Standard Contractual Clauses apply to transfers, in case of any conflict between the general terms of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

(3) Changes and amendments to this DPA and all of its components require written agreement and an explicit statement that they represent a change or amendment to these conditions. The same applies to a waiver of this formal requirement.

14. SCHEDULES

Schedules to the Data Processing Terms:

- Schedule 1: Technical and organizational measures.
- Schedule 2: Nature of the processing, purpose, type of data and categories of data subjects.

* * *

SCHEDULE 1 TO ANNEX 1

TECHNICAL/ORGANISATIONAL MEASURES

Minimum technical and organizational measures to be undertaken by Carrier for the security and protection of Personal Data.

- i. Data protection governance: a documented framework which includes:
- ii. Assigning clear accountability for data protection governance.
- iii. A clear data protection policy.
- iv. Defined responsibilities for data protection (which are also communicated to all relevant staff).
- v. Staff awareness of the need to escalate any security incidents.
- vi. A data incident management process.

1. Staff security: reasonable steps to ensure the reliability of all staff who will have access to Personal Data (including but not limited to confidentiality commitments).

2. Asset Management: maintaining an asset register of hardware and software, and ensuring third

party software licensing requirements are met.

3. Disposal of Redundant Equipment, Media and

Data: processes to ensure the secure and irretrievable deletion of data and/or destruction of redundant IT assets with certificates of destruction, and secure and irretrievable destruction of paper documents.

4. Physical Security: for locations at which Personal Data is stored and processed reasonable security is implemented such as:

- i. Use of a defined security perimeter, appropriate security barriers, security cameras and entry controls.
- ii. Maintenance physical security access logs.
- iii. Requirement for all staff required to wear visible photo identification.
- iv. Requirement for all visitors to wear a visible visitors' badge.
- v. Requirement for visitors to be escorted.

5. Environmental Security:

- i. Protection of equipment from power failures and other disruptions caused by failures in supporting utilities, and fire detection and suppression systems in data centers that store Personal Data.
- ii. Protection of all backup and archival media containing Personal Data in secure, environmentally-controlled storage areas.
- iii. Logical segregation of Client Personal Data from any other customers' information.

6. Access Controls:

- i. Granting of access to Personal Data only to those staff who reasonably need it for the purposes of delivering the Services and in accordance with their role or function.
- ii. Timely removal of access to Personal Data when no longer required.
- iii. Access to Personal Data to be authenticated.
- iv. Daily logging of each action on Personal Data (e.g. input, disclosure, retrieval etc.).

- v. Effective password management including complexity requirements.

7. Information Systems Security:

- i. System Monitoring: logging of key events that may assist in the identification or investigation of data incidents.
- ii. Intrusion Detection: deployment of intrusion detection tools to identify potential attacks on the network.
- iii. Backups: daily backups of the system to enable data restoration. Backups must be encrypted if they are transferred or stored offsite.
- iv. Firewalls: routing all traffic networks owned or managed by a third party through a firewall that also ensures secure connections between internal and external systems.
- v. Wireless Access: authentication and encryption protocols for permitting access to information systems.
- vi. Malware Protection: processes to detect and protect against malware.
- vii. Security patches: timely implementation of security patches and other relevant security vulnerability updates, unless this introduces higher business risks.
- viii. Vulnerability management: process to regularly identify and remediate security vulnerabilities.
- ix. Change control: procedures to ensure that modifications to the production environment (e.g. application, operating system, and hardware level changes) protect the integrity, confidentiality, availability and resilience of information systems.
- x. Emergency changes: procedures for authorizing emergency access or introducing unscheduled changes to the production environment.
- xi. Periodic efficiency review: procedures for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the

security of the processing.

8. Encryption:

- i. Adoption of standards for encryption and secure hashes that mandate currently accepted encryption algorithms and key lengths.
- ii. Encryption of Personal Data transmitted over a public network.
- iii. Encryption of Personal Data on portable media and devices (including laptop computers, smartphones, tablet computers, portable disk drives, magnetic tapes, memory sticks, and CDs).

9. Business continuity and disaster recovery: implementation of business continuity and disaster recovery plans, which are exercised annually, and enable to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.

* * *

SCHEDULE 2 TO ANNEX 1

NATURE OF THE PROCESSING, PURPOSE, TYPE OF DATA AND CATEGORIES OF DATA SUBJECTS

1. TYPES OF PERSONAL DATA

The Personal Data comprises in relation to Data Subjects:

- Name/surname and professional postal address;
- Professional email address;
- Professional phone number (mobile or landline).

2. DATA SUBJECTS

- Users of the transport services (Redspher' customer's employees) or senders of items/goods;
- Contact persons at Redspher;
- Recipients of carried Goods, i.e. persons of contact within the entity receiving the Good.

3. NATURE AND PURPOSE OF THE PROCESSING

Carrier processes Personal Data as strictly required for the purpose of operating the transport services.

The nature of processing operations may include collection, storage, retrieval, use, disclosure by transmission to further Sub-Processors, erasure or destruction.

ANNEX 3
SUPPLIER CODE OF CONDUCT OF THE REDSPHER GROUP

The cover features a dynamic, abstract background with large, overlapping curved shapes in yellow, red, dark blue, and light blue. The text is centered and layered over these shapes.

SUPPLIER CODE OF CONDUCT

Redspher Group

Update - January 2019

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MESSAGE OF THE CEO

Since its creation, our Group has worked continuously to improve and refine the quality of our services, with customer satisfaction remaining our priority. Our ambition is to satisfy customers' on-demand delivery needs by providing innovative, reliable and responsible solutions, reinforced by a solid Supplier network. The thorough process used to select our Suppliers is therefore an integral part of our commitment to our customers.



We strongly believe that the Group's performance is closely linked with that of our Suppliers and that the quality of our relationship with them is essential for the Group's continuity. It is for this reason that we have always sought to establish balanced and long-lasting relationships with our Suppliers which are based on transparency, honesty and open dialogue. This is also why, today, we strive to have all the Group's Suppliers join our Corporate and Social Responsibility (CSR) approach.

We are convinced that Corporate and Social Responsibility constitutes a key factor of differentiation and value creation for the Group. This is why, in 2016, we decided to reinforce our CSR procedure by adhering to the United Nations Global Compact, which is the largest international voluntary commitment initiative concerning Sustainable Development. The Group's adhesion to this initiative is an expression not only of our commitment to ensuring the respect of Human Rights, working standards, environmental protection and anti-corruption, but also of our ambition to integrate its principles into our Supplier selection process.

Redspher's Code of Conduct, which is distributed to all of the Group's employees, underpins this commitment. Regardless of their status or position, each Redspher employee is obliged to respect and continuously refer to this Code, particularly in the context of their relationship with the Group's Suppliers.

At the beginning of 2017, the Group desire to progressively integrate environmental, social and governmental issues into the course of their operations became the reality as the Group's CSR strategy was formalised, accompanied by progress objectives and a roadmap up to 2020. Today, Redspher wants to involve all its Suppliers in a responsible approach. We want to base our commercial relations on the principles of ethics, professionalism, transparency, and mutual trust, and share the same goals and values.

This Code of Conduct is the framework established by Redspher for all our commercial relations and must be signed by all the Group's Suppliers when concluding or renewing a contract.

We are counting on your support and your commitment,



Philippe HIGELIN

Chief Executive Officer

OBJECTIVES AND RECIPIENTS

Redspher wants to be recognized as a responsible group whose actions are consistent with the requirements of international standards.

Recognizing the challenges and opportunities for progress that there are on the supply chain, Redspher has decided to formalize a set of guidelines to promote responsible behaviour on the part of its employees and its suppliers and subcontractors.

This Code of Conduct defines the minimum standard to be adhered to by each supplier; it does not replace the applicable national and international legislation, to which suppliers must strictly adhere.

The principles outlined in this Code of Conduct are based on the major international conventions (listed in the appendix), such as the 10 principles in the UN Global Compact, the fundamental and priority conventions of the International Labour Organization, and declarations on Human Rights and children.

With this Code of Conduct, Redspher aims not only to protect its commercial interests but also aims to ensure and promote responsibility throughout its supply chain.

The topics (Human Rights, respect for the environment and business ethics) are fundamental. All the commitments made in this Code of Conduct should be treated with the same importance, regardless of the order in which they are presented.

Redspher addresses this Code of Conduct in the first place to each of the Group's employees who enter into business relations in the name and on behalf of Redspher.

In addition, this Code of Conduct is applicable to all Redspher's suppliers and service providers, hereafter referred to as the "suppliers". Redspher brings together all legal entities operating under the following brands: Easy2Go, Easy4Pro, Easy2Trace, Flash, GeniusAcademy, Roberts.eu, Schwerdtfeger Transport, Upela & Yoctu (this list is exhaustive on the date of last update of the document and may change according to the evolution of the Group).

Furthermore, Redspher calls on all its suppliers to also ensure that their own employees and business partners are aware and comply with the CSR principles outlined below.

OUR 9 COMMITMENTS FOR A RESPONSIBLE RELATIONSHIP WITH OUR SUPPLIERS

Redspher is convinced that CSR is a key to sustainable growth - both for the group and for its suppliers. Redspher is therefore undertaking to apply the CSR commitments shown below. A Code of Conduct has also been formalized and communicated to all Redspher employees. This Code of Conduct complements the code sent to employees concerning practices associated with group's supplier relationships.

1. Respecting national and international legislation and regulations

Redspher undertakes to act in accordance with all the legislation and regulations applicable to its activity, in every country where it operates.

For each shipment, Redspher provides all needed instructions to its suppliers and/or their agents as such as delivery times, loading and unloading places, size & weight of the goods... Redspher will make sure that those instructions are compliant with the traffic regulations, working hours, driving and rest times, transport law...

2. Dealing with suppliers loyally and transparently

When a call for competition is decided upon, Redspher informs its suppliers about the rules and criteria. Selection will be objective and consistent with these criteria.

3. Respecting financial commitments

Redspher Group pays its suppliers in accordance with the provisions of the applicable legislation and regulations. It undertakes to (i) meet the terms of payment, whenever the applicable contractual provisions have been duly complied with, and (ii) not to seek unjustified reductions from its suppliers.

4. Monitoring possible situations of economic dependence

Redspher avoids creating any economic dependence with its suppliers. It is therefore particularly attentive to the proportion of sales generated by its business partners and their customer diversification.

5. Refusing gratuities and excessive gifts

Redspher will not grant or accept any acts of kindness, gratuities or gifts with excessive value from its suppliers.

6. Fighting corruption

Redspher fights any form of corruption. In accordance with the applicable legislation, Redspher does not pay directly or indirectly, any compensation for services rendered when such payments are intended to compensate a member of the government or any other public official in order to obtain a favorable decision or an undue advantage for the group.

7. Avoiding conflicts of interest

Redspher expects everyone to ensure that their activities and interests, whether direct or indirect, do not conflict with those of the group. Personal interests must be understood in the broadest sense since they concern not only the interests of the employee but also those of any natural or legal person in his or her entourage.

8. Respecting the confidentiality of our exchanges

Redspher ensures that no confidential information about its suppliers is revealed, transmitted, or used by it outside its business relationship with them. After business relations have been terminated, confidential information continues to be confidential in accordance with the applicable agreements and the national legislation.

9. Respecting intellectual property rights

In accordance with applicable agreements and legislation, Redspher respects the intellectual property rights enjoyed by its suppliers and is committed in particular, unless there is an associated agreement, not to use the name, trademarks, protected designs of these, and to prevent any illegal use of their software supplied and their protected artistic or literary works.

THE 8 COMMITMENTS EXPECTED FROM OUR SUPPLIERS

Redspher requires its suppliers to comply with this Code of Conduct and to undertake to respect it. Suppliers are encouraged to implement any corrective action plan that may be required in order to comply with the commitments listed below. They are asked to raise the awareness of their own employees and suppliers in order to ensure accountability in all the links of the supply chain. Specific requirements have been provided for the group's transport suppliers, i.e. service providers performing transport operations in the name and on behalf of Redspher. These specific conditions are mentioned in a dedicated paragraph for relevant subjects.

1. Respecting national and international legislation and regulations

Our suppliers comply with all legislation and regulations, including regulations relating to export (e.g. REACH regulation) applicable to their activity, in every country where they operate. In the absence of such standards, they must as a minimum respect and uphold the CSR commitments defined in this Code.

Specific requirements for transport suppliers:

When they perform transport operations in the name and on behalf of Redspher our suppliers undertake to:

- conduct transport operations in conditions which are strictly compatible with road traffic regulations, road safety rules and regulations on working hours, driving and rest time. Should any instruction given by Redspher contradict applicable legislation, the law must always be respected and prevail and the supplier must immediately inform Redspher and reject the instruction.
- only assign drivers and vehicles which are able to guarantee their delivery in accordance with all applicable international and local regulations (in particular roadworthiness, insurance, security, environmental standards, enforcement of driving and rest times, tachograph regulation),
- not drive under the influence of alcohol, drugs or any medication which may alter their ability to drive in a vigilant and safe manner. The supplier shall actively work to make sure that all its employees commits themselves to respect this obligation. Any transgression of this article will be taken very seriously by Redspher and may lead to the termination of supplier's contract.
- verify the validity of the driving license of its drivers on a regulatory basis, at least twice a year.

2. Respecting human rights in the working relationship

Suppliers undertake to promote, respect and ensure respect for human rights within their businesses. They must ensure that the working conditions of their employees are proper and comply with the applicable local and international legislation. Should there be a conflict between the legislative and regulatory provisions and the principles in this Code of conduct, the most favorable provisions for employees shall prevail.

a. Prohibiting child labour

Our suppliers don't employ people who haven't reached the minimum legal age in each country where they operate. Should no minimum age be set, they must comply with the provisions of Convention No. 138 and 182 of the ILO. They are therefore invited to verify by any possible legal means the age of their employees. The minimum working age set by the ILO is 15 except in some countries where children aged 14 are allowed to work.

The age limit is also set on the basis of the arduousness of the job. People under 18 mustn't undertake night work, dangerous work or any activities that may harm their physical or mental health.

b. Not using forced or slave labour

Our suppliers undertake not to make use of any work or service exacted from any person under the threat of any penalty and which the said person has not offered voluntarily. The detention of the employee's identity documents and the payment of a deposit on hiring are also prohibited. Our suppliers may not practice or benefit from any form of servitude, human trafficking or slavery and must comply with the provisions of Convention No. 29 of the ILO.

c. Paying a fair wage

Our suppliers respect the right of employees to receive a fair wage that is sufficient to ensure a decent standard of living for them and their families. The wage paid to employees must be at least equal to the minimum wage set by the legislation of the country where the work is done. Payment must be made without delay, regularly, and in full in legal tender.

d. Ensuring decent working hours

Our suppliers ensure that their employees have working hours and benefit from days off in accordance with the legislative and regulatory provisions of the country in which they operate. In accordance with the local regulations and the status applicable to the employees concerned, overtime must be voluntary, paid at a higher rate and should not present an occupational hazard for the employee. Our suppliers may also establish, in an employment contract or an agreement, that part or all of this additional compensation be replaced by the equivalent compensatory rest time.

e. Ensuring diversity and the absence of discrimination, harassment and inhuman treatment

Our suppliers promote diversity within their companies and take measures that will encourage the inclusion of people in difficulty (e.g.: disabled people).

Our suppliers refrain from exercising any form of discrimination based on gender, age, origin, religion, sexual orientation, physical appearance, health status, marital status, political opinion, pregnancy status, trade union membership, disability or any other form of discrimination, in particular in relation to hiring or providing access to training, promotion etc. All forms of harassment, threats of violence, abuse, coercion, and corporal punishment of employees are unacceptable and are not tolerated. Our suppliers treat their employees in a dignified and humane manner.

f. Protecting health and ensuring health and safety in the workplace

Our suppliers shall provide a safe and healthy working environment to prevent accidents and injury with applicable local law as a minimum. Our suppliers analyse and evaluate the potential health and safety risks within their companies in order to implement appropriate processes to prevent and remedy them, if necessary. Training must be organized for employees exposed to risks. Our suppliers must also make appropriate personal and collective protective equipment available to employees.

They ensure that the procedures for maintaining health and safety are respected in their workplaces, by checking in particular the compliance of installations with the country's standards for indoor air quality (ventilation), noise levels, temperature and lighting. Fire-fighting equipment must be in place and regular evacuation drills must be held.

g. Respecting freedom of association and freedom to form trade unions

Our suppliers undertake to respect the right of association and the right to trade union activities of their employees under the applicable national and international legislation. They take care to maintain a collaborative attitude in relation to their employees and prevent conflict through effective and continuous social dialogue.

3. Reducing economic dependence

Our suppliers must diversify their customer base to avoid economic dependence on the group. In case of difficulties in the development of their customer portfolio, we strongly encourage them to contact Redspher in order to implement the necessary corrective measures. Our suppliers must provide once a year Redspher with a proof of the turnover represented by the group in relation to their entire business (e.g.: financial statements, certificate of an independent accountant).

4. Ensuring the confidentiality of information

Our suppliers undertake not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to them or brought to their attention during their trade relation with Redspher. They shall continue to be bound by this undertaking after their business relations with the Group has been severed.

5. Fighting corruption

Our suppliers fight corruption in all its forms in every country in which they operate. They shall not, directly or indirectly, offer, promise, give or demand illicit payments or other undue advantages from public authorities in order to obtain or maintain a contract or any other improper advantage. They shall avoid in particular any extortion of funds, fraud, or bribery.

6. Avoiding conflicts of interest

Our suppliers must avoid any situation, actual or potential, which could jeopardize Redspher's interests and reputation.

7. Fighting anti-competitive practices

Our suppliers take every possible measure to avoid anti-competitive practices. They undertake not to enter into agreements and / or abuse a dominant position. They refrain from sharing any sensitive information (customer lists, business strategies, purchase and selling prices, etc.) with third parties and in particular with Redspher's competitors. Furthermore, they are also invited to familiarize themselves with the legislative and regulatory provisions applicable to competition in the countries in which they operate.

8. Respecting the environment

Our suppliers comply with all environmental regulations and standards applicable to their activities. They will adopt the precautionary principle: they will detect, identify and assess potential environmental risks and take appropriate measures to mitigate or eliminate them.

Redspher expects its suppliers to minimize their impact on the environment by contributing to the fight against the climate crisis and limiting their impact on biodiversity. Our suppliers agree to reduce their energy and water consumption, CO₂ emissions, waste production and use of non-renewable resources or products by continuously improving their processes, products and services.

Specific recommendations for transport suppliers:

We strongly encourage our suppliers to use vehicles which comply with the latest European emission standards and have the smallest possible environmental impact.

ADHESION TO THE CODE OF CONDUCT FOR COMMERCIAL RELATIONS

We, _____, a Redspher supplier, hereby confirm we:

- have received and have full knowledge of the Redspher's Supplier Code of Conduct
- adhere to the commitments in the Code of Conduct
- understand that non-compliance with the Code of Conduct following the failure of a corrective action plan, could result in the suspension or termination of commercial relations
- understand that it is our duty to communicate the commitment that we have made through this Code of Conduct to our own employees and suppliers and invite them to respect the CSR principles referred to therein
- as applicable, authorize the auditors commissioned by Redspher to take responsibility for checking compliance with the Code of Conduct on our premises.

Company _____

Represented by _____

Signed (place) _____ on (date) _____

IMPLEMENTING THE CODE OF CONDUCT

Redspher's aim is for this Code of Conduct to govern relations between Redspher and its suppliers and for it to be applied to every stage of business relations, in accordance with the aforementioned CSR principles.

1. Adhesion and signature of the Code of Conduct

Adherence to the Code of Conduct will be incorporated into any contract between Redspher and its suppliers. The document is expected to be formally signed to mark this commitment. In this respect, Redspher will ensure that it is appended to any new contract concluded by Redspher and to any renewals of existing contracts. In addition, this Code of Conduct will be communicated to all Redspher employees that may be involved in the supplier selection process.

2. Managing non conformities

Redspher has formalized this Code of Conduct in order to highlight the principles that Redspher considers important when conducting its business relations.

In case of doubt or difficulty encountered in applying the Code of Conduct, recipients are encouraged to contact the Group CSR Manager at the following e-mail address: csr@redspher.com.

Suppliers also undertake to identify a person responsible for ensuring the proper application of the Code of Conduct and that could be a contact person for Redspher, if necessary.

ENSURING THE CODE OF CONDUCT IS RESPECTED

1. Audits may be conducted

Redspher reserves the right to audit or to have its suppliers audited at any time in order to verify their compliance with the Code of Conduct. These checks may take the form of document requests, as well as on-site assessments and audits carried out by Redspher or by a third party appointed by the group. Redspher expects its suppliers to provide complete and accurate information, including access to their documentation, notably relevant financial documentation. The supplier will always be informed before being audited by Redspher or any third party designated by the group. The Supplier is free to accept or to refuse the audit request but that may either influence or lead to the termination the existing relationship.

It is highly recommended that suppliers periodically assess, by any means they consider appropriate, their compliance with the Code of Conduct as regards their own employees and their own suppliers. Finally, suppliers are invited to send Redspher CSR department any document such as ratings or certificates relating to CSR issues.

2. Procedures for reporting anomalies may be introduced

It is highly recommended that suppliers introduce a measure to ensure the reporting of anomalies, with the aim of encouraging their employees to report any behaviour they consider contrary to the ethical principles detailed in this Code of Conduct. Since these alerts concern the conduct of business relations with Redspher, the Group CSR Manager must be informed immediately at the following e-mail address: csr@redspher.com. The Group will investigate all suspected violations and take remedial, corrective and disciplinary actions that deems necessary to protect its suppliers and their business interests. Under no circumstances a supplier's contract or individual person should experience a negative impact following the report of a compliance concern.

Redspher also has its own procedure for reporting anomalies managed by its Group CSR Manager, who, if necessary, will inform the suppliers that may be affected by the alert.

For Redspher and for its suppliers, those persons reporting violations of the Code of Conduct will face no punishment or discriminatory measures on condition that they have acted in good faith, even if the facts concerning the reported violations are found to be inaccurate or are taken no further.

3. Corrective measures or sanctions that may be applied

Should there be any irregularities or known violations of the Code of Conduct, the supplier will provide Redspher with a corrective action plan together with a timetable, at the end of which the irregularity or violation will have been resolved. Redspher may, if the supplier so requests, support the supplier in implementing these measures by providing its expertise. If, despite the implementation of this plan, the failure to comply with Redspher's Code of Conduct persists or should the plan be refused, Redspher will be free to end business relations with the supplier concerned in compliance with legal and contractual provisions.

APPENDICES: References

- Universal Declaration of Human Rights -
<http://www.un.org/en/universal-declaration-human-rights/index.html>
- United Nations Global Compact -
<https://www.unglobalcompact.org/what-is-gc/mission/principles>
- ILO Conventions –
<http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>, in particular:
 - Convention n° 87, concerning Freedom of Association and Protection of the Right to Organise, 1948
 - Convention n° 29 concerning Forced or Compulsory Labour, 1930
 - Convention n°105 concerning the Abolition of Forced Labour, 1957
 - Convention n°138 concerning Minimum Age for Admission to Employment, 1973
 - Convention n°182 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, 1999
 - Convention n°100 concerning Equal Remuneration, 1951
 - Convention n°111 concerning Discrimination in Respect of Employment and Occupation, 1958
 - Convention n°155 concerning Occupational Safety and Health and the Working Environment, 1981
- Convention on the Rights of the Child -
<http://www.ohchr.org/en/professionalinterest/pages/crc.aspx>
- International Convention on the Elimination of All Forms of Racial Discrimination -
<http://www.ohchr.org/EN/ProfessionalInterest/Pages/CERD.aspx>
- Convention on the Elimination of all Forms of Discrimination against Women -
<http://www.un.org/womenwatch/daw/cedaw/>
- Convention on Combating Bribery of Foreign Public Officials in International Business Transactions -
<http://www.oecd.org/corruption/oecdantibriberyconvention.htm>
- Guiding Principles on Business and Human Rights -
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf