

TERMS AND CONDITIONS OF SALE

Our Terms and Conditions of Sale are freely available on our website www.sodern.fr and may be subject to modifications.

In accordance with current legislation, our terms of sale are the sole and unique basis for trade negotiations with our customers. In the absence of a written agreement, any order received implies unreserved acceptance of our terms and conditions of sale, notwithstanding any provisions to the contrary that may appear on the customer order forms.

Article 1- DEFINITIONS

"Customer": legal entity issuing the order.

"Terms and Conditions of Sale": these terms and conditions of sale.

"Special Conditions": the special conditions granted as part of the order in writing by SODERN to the Customer.

"Contract" or "Order": the two terms form a description of the works and of the contractual terms which are applicable to the works.

"Day": calendar day.

"Information": any information of any nature (technical, commercial, financial or other) communicated or obtained directly or indirectly on the occasion of the Works by any means (written, oral or other) and regardless of the format.

"Modification(s)" any change in the definition of the technical requirements applicable to the order (technical specifications, technical conditions relating to the execution of the Works...).

"Party(ies)": severally or jointly designates SODERN and the Customer.

"Site": the SODERN site located at 20, avenue Descartes, 94450 Limeil-Brévannes Cedex, France.

"Works": all of the services and supplies to be performed by SODERN in accordance with the provisions of the order.

Article 2 - ACCEPTANCE OF ORDERS

2.1 Acceptance of an order implies acceptance by the Customer of these Terms and Conditions of Sale and of the specific conditions which prevail over any other customer document and in particular over any conditions of purchase. In the event of a contradiction, the Special Conditions shall prevail over these Terms and Conditions of Sale.

The acknowledgement of receipt attached to the order form and duly signed by SODERN is deemed acceptance of the order.

2.2 Whether or not an order has been preceded by an offer, the contract is only entered into at the time when SODERN issues written acceptance of the order in line with the provisions of Article 2.1.

2.3 In the case of reservations on the part of SODERN about the terms of the order, such reservations are considered to be an integral part of the contract unless there is customer manifestation to the contrary within a period of 15 days.

2.4 Any and all modifications made after acceptance of the order will be the subject of a written rider to the contract.

2.5 Any document other than these Terms and Conditions of Sale, including, but not limited to catalogues and advertisements, are for informational purposes only and are not contractual in nature.

Article 3 - TIME FRAMES FOR EXECUTION

3.1 The time frame for execution runs from the date of acceptance of the order by SODERN, except for Special Conditions.

3.2 Commitments on the part of SODERN in relation to time frames shall be subject to the Customer respecting its own obligations, in particular with regards to timely provision of documents, information or products necessary for the execution of the order, and payment of the advance payments provided for in the Order.

Article 4- PRICING

4.1 The price of the Works is the one specified in the order accepted by SODERN following an offer made by SODERN for the quantities ordered and the agreed delivery cycles.

4.2 Prices are non-negotiable, are written in euros and "ex-factory" (ExWorks - in accordance with the INCOTERMS ® 2010 edition published by the International Chamber of Commerce), except for Special Conditions.

4.3 The Special Conditions may include provisions for price revision or updating.

4.4 The prices are exclusive of any current or future tax, duty or fee incurred or payable by the Customer.

Article 5 - PAYMENT CONDITIONS

5.1 Except for Special Conditions, our works are payable in EUROS by bank transfer, thirty (30) days following the date on which the invoice is issued, by transfer to the following bank account:

CA-CIB
Crédit Agricole Corporate & Investment Bank 12, Place des Etats-Unis
CS 70052
92547 Montrouge Cedex — France
Account number 31489 00010 00213789940 47
IBAN FR76 3148 9000 1000 2137 8994 047

Sodern will be authorised to benefit from an advance payment of 20% of the overall contractual price at the time of ordering.

5.2 Each payment date will be subject to invoicing from SODERN to the Customer.

5.3 No reduction in price, in particular a discount for cash and/or early payment will be granted to the Customer.

Article 6 - DELIVERY

6.1 The delivery of the Works is deemed to take place at the time that they are made available to the Customer.

6.2 Excepting Special Conditions, the Works are delivered according to the terms "ex-factory" (EXW - in accordance with INCOTERMS ® 2010 edition published by the International Chamber of Commerce) at the SODERN site.

6.3 If the Customer does not take delivery at the location and on the date provided for in the contract, it is nevertheless bound to meet the deadlines for the contractual payment, in the same manner as if the Works had actually been collected.

In this case, the Works will be stored by SODERN in a place of its choosing, at the Customer's expense and risk, and SODERN declines any subsequent responsibility in this regard. In the case of non-removal of Works within a period of thirty (30) days after their being made available, SODERN can dispose of the Works as of the eighth day after notification to the Customer by registered letter has had no effect. Furthermore, SODERN may, if it judges this to be appropriate, rightfully decide to terminate the works order in application of article 19.2 of these Terms and Conditions of Sale.

Article 7 - ACCEPTANCE OF THE WORKS

7.1 The Works will be inspected and subjected to SODERN factory acceptance tests before packaging for shipment. SODERN will inform the customer of the date on which the tests begin, giving a notice period of thirty (30) days.

7.2 The Customer will inform SODERN in writing of the identity of its representatives likely to attend the factory acceptance tests at least twenty (20) days before the date of said inspection. Access for the representatives is subject to an authorisation to access the SODERN site issued by the relevant French authorities. The Customer shall bear all costs incurred by its representatives in the framework of the inspection on the factory site.

7.3 These acceptance tests will be endorsed by establishing minutes of receipt in the factory signed by the two Parties within a maximum of thirty (30) days, which will be considered acceptance of the Works. In the case of (i) the absence of Customer representatives during the performance of the factory acceptance tests, SODERN may perform them alone.

Once the results of these tests are consistent with SODERN factory acceptance test procedures, SODERN will issue the minutes which will be communicated to the Customer, without the latter being in a position to challenge them.

In case (ii) of the presence of the representatives of the Customer during the performance of the factory acceptance tests, and in the event of a refusal on the part of the representatives to sign the minutes of receipt without having notified SODERN of an appropriate reason for such a refusal, SODERN will issue the minutes, which will be communicated to the Customer, without the latter being in a position to challenge them.

Article 8 - TRANSFER OF OWNERSHIP AND RISKS

8.1 SODERN retains ownership of the Works until payment in full of the price of said Works by the Customer, principal and accessory costs, and the latter undertakes not to dispose of them by any means whatsoever and to immediately inform SODERN of all of the facts surrounding third parties that have the purpose or effect of violating SODERN's right of ownership.

The transfer of the risks relating to the Works takes place upon their delivery in accordance with Article 6 above.

8.2 The absence of payment on any one of the deadlines may result in an ownership claim for these goods.

Article 9 - LATE PAYMENT

9.1 In the case of non-payment on the part of the Customer within the required time, and without prejudice to all other damages which SODERN could claim, the latter reserves the right, fifteen (15) days after notice sent by registered letter with acknowledgement of receipt remains unfruitful:

- to suspend any deliveries until payment has been made; and/or
- to cancel any eventual price reduction granted to the Customer on said invoice(s); and/or
- to cancel the order in total or in part pursuant to Article 19.1 below; and/or
- to demand that the Customer pay a penalty set at three times the legal rate of interest. Such penalties are rightfully payable without notice the day following the date of payment featured on the invoice and up to the complete payment of the price by the Customer.

9.2 The penalties are capitalised and produce interest, at the same rate (three times the legal rate of interest), once they have been payable for at least one year, in accordance with Article 1343-2 of the Civil Code.

9.3 In accordance with articles 441-6 of the Code of Commerce and D. 441-5 Code of Commerce, any delay in payment rightfully leads, in addition to the penalties for late payment, to an obligation on the part of the debtor to pay a flat rate payment of €40 to cover recovery costs.

Supplementary compensation may be claimed, based on supporting documents, when the recovery costs presented are higher than the amount of the flat rate payment.

Article 10 - INTELLECTUAL PROPERTY

10.1 Intellectual property rights

Each Party retains the previously generated or independently acquired and/or earlier acquired intellectual property rights on the date of signing of the order subject to the rights of third parties (hereinafter designated "Earlier Rights").

The copyright and/or industrial property rights of the results achieved by SODERN that come from the Works (hereinafter referred to as the "Results") are the exclusive property of SODERN.

The Customer is prohibited, without the prior written agreement of SODERN, from filing any intellectual property claim for the Results of the Works.

10.2 Exploitation of Intellectual Property Rights

The purchase of the Works by the Customer does not in any way confer on the latter any right to reproduce all or part of the intellectual property rights relating to these Works.

SODERN concedes to the client, under the conditions and terms defined by SODERN, a non-transferable and non-exclusive right to use the Results arising from the Works and limited only to the subject of the order.

Any concession to the Customer of the other intellectual property rights for the Results, including but not limited to rights of representation, reproduction, modification, adaptation, publication, exploitation, marketing and distribution, is excluded.

10.3 Counterfeiting

SODERN guarantees the Customer against all claims from third parties concerning intellectual property rights, on the occasion of the use or sale of the Works. This guarantee does not apply in the case where the counterfeit would result (i) from an association or combination of the Works with other equipment or devices not designed by SODERN and/or (ii) from the use of SODERN technical data. This guarantee is subordinate to the receipt by SODERN, within seven (7) days following a claim, of notification from the Customer of the said claim and also assumes that SODERN has been put in a position to lead the action or the procedure at its sole discretion.

SODERN rejects any liability for counterfeits resulting from (a) Works carried out to specifications and/or Customer input data, (b) a combination of the Works with any other product, or (c) any modification of the Product carried out by the Customer or a third party without the agreement of SODERN.

Article 11 - MODIFICATIONS TO THE WORKS

11.1 Any Modification to the Works proposed by the Customer or SODERN must be the subject of a prior written agreement between the two Parties, stated in a rider to the order in question.

11.2 Any rider will be entered into in consideration of the technical, calendar and financial repercussions of each modification proposed by the Customer and/or SODERN.

Article 12 – GUARANTEE

12.1 SODERN contractually guarantees that the Works are: compliant with the order and its applicable documents; and free from any defect in material and workmanship for the use for which they are intended.

12.2 Unless otherwise specified in the order, the contractual guarantee runs from the date of delivery of the Works in accordance with Article 6 above up to the date of the occurrence of the first of the two following events (i) for a period of twelve (12) months or (ii) up to the date of the launch of the space equipment (a satellite for example).

12.3 Any interventions under the guarantee do not give the right to either an extension of the guarantee or the payment of damages and interest.

12.4 The guarantee is extended by the same duration as the period of unavailability.

12.5 SODERN undertakes, at its own expense and as its only option, either to repair or replace any defective part of the Works under the terms of this guarantee on condition that the Customer has promptly notified SODERN of the defect(s) within the time limit of ten (10) calendar days from taking knowledge of the defect and that the defect(s) is(are) recognised by SODERN and that the Customer has returned, at its own expense, any defective part of the Works to the SODERN factory and has imparted all useful information about the defect found.

Any defective part of the Works repaired or replaced will be delivered to the site of the Customer as stated in the order at the expense of SODERN.

12.6 The contractual guarantee does not apply:

- to consumable items or to defects caused by or relating to the failure of the Customer with respect to the use and maintenance of the Works in accordance with SODERN technical documents or instructions, and more generally to the normal conditions of use of the Works;
- to defects resulting from or related to (i) a combination of the Works with equipment not delivered by SODERN under the order (ii) to modifications or repairs to the Works carried out by third parties other than SODERN (iii) to normal wear and tear (iv) to a deficiency in maintenance or supply, (v) to phenomena of natural electrical surge or other (vi) or to defective storage or packaging.

12.7 The guarantee excludes the costs of disassembly/reassembly within the higher equipment of the Customer.

Article 13 - CONFIDENTIALITY

13.1 The Parties reciprocally commit to a general duty of confidentiality about any verbal or written information, whatever it may be and in whatever format, exchanged within the framework of preparing the offer and the contract and its execution, except for information which is generally known to the public or that which would become so other than through the fault or the fact of the Customer.

13.2 Any information of one of the Parties remains the property of the disclosing party who formally forbids its use for purposes other than carrying out the Works.

13.3 The parties undertake to only communicate the information exchanged to authorised members of staff on a need to know basis and within the context of the Works. The Customer must inform its authorised employees of the strictly confidential nature of the information and must ensure that they are committed to observing said confidentiality. Any disclosure of information to persons not authorised by SODERN requires the prior written agreement of SODERN.

13.4 Upon expiry or termination of the order and/or at any time at the request of one of the Parties, the other Party must return within a period of two (2) weeks every copy of the SODERN information which it may have in its possession. SODERN may also ask the Customer to destroy these copies.

13.5 This obligation of confidentiality will be applicable from the date of acceptance of the order and retroactively from the first exchange of confidential information and shall remain in force for ten (10) years from the date of the breach in the contractual relations between the Parties. Furthermore, the publication of any confidential information will be subject to the prior written agreement of SODERN.

Article 14 - LIABILITY - INSURANCE

14.1 Except for imperative legal requirements, the responsibility of SODERN for whatever cause is limited to the repair of the direct and foreseeable injury suffered by the Customer and may not exceed 100% of the amount of the order.

In no case will SODERN be liable for consequential and/or intangible and/or non-consecutive damages, such as, including and without limitation, loss of turnover, profit, data, loss of earnings or any trade, economic or financial losses of whatever nature they may be.

14.2 Each Party should personally contract and maintain insurance to cover the financial consequences of engaging its civil liability, in all cases where the latter would be engaged, during or on the occasion of the execution of the order because of damages of whatever nature (bodily, material and immaterial), caused to the other Party and/or any third party, due to its activity,

14.3 Each Party should be able to produce, at the request of the other Party, a certificate from the insurance company containing all the information relating to the liability covered, the payment of premiums and the amount of the guarantee.

Article 15 - ACCESS TO SODERN PREMISES

Under reserve of observance of SODERN internal regulations and French law, the Customer has access to the SODERN premises in which the Works are being performed during normal opening hours.

Article 16 - FORCE MAJEURE

16.1 Neither of the Parties may be held responsible for any breach whatsoever in their obligations regarding orders in application of these Terms and Conditions of Sale, should such a breach be the result of one or several force majeure events, such as and in particular, fire, storm, flooding, strikes, widespread social unrest, wars, riots, refusal to obtain, suspension or change in any or all government authorisations, embargo, legal or regulatory decision.

16.2 The Party concerned by this event shall notify the other Party within a time frame of ten (10) days starting from the occurrence of the event, describing in precise detail the event in question and communicating all evidence and any elements concerning this event that will allow its impact on the performance of the contractual obligations to be assessed;

16.3 The effect of the force majeure event is to suspend the execution of the obligation that has become impossible for the duration of the event. Neither Party will be owed compensation due to this. The contractual time frames are extended by the duration of the force majeure event.

If the duration of the suspension of contract execution is in excess of one (1) month, the Parties may terminate the order in accordance with article 19.2 below, unless the Parties agree otherwise.

Article 17 - CORRESPONDENCE

Each Party designates one or several representatives and specifies their address to which all correspondence is communicated.

Article 18 - EXPORT AND IMPORT RULES

18.1 If the Works are subject to specific import or export rules, the Customer undertakes to communicate to SODERN the information and end use certificates required for the examination and granting of import or export authorisations at the latest when notifying of the order.

18.2 SODERN undertakes to do everything in its power to obtain, from the competent authorities and on the basis of the Customer information, all of the necessary export or import authorisations for good execution of the order.

18.3 In the case of refusal, modification, suspension or withdrawal of an authorisation, (including further to a change in regulations), the consequence of which is that it is impossible to continue to execute the Order under the conditions, SODERN undertakes to immediately inform the Customer in writing, and insofar as possible, to seek an alternative solution. SODERN reserves the right to terminate the contract according to the terms of article 19.2 of these Terms and Conditions of Sale.

18.3 In case of duly granted authorisation from the competent authority, the Customer undertakes to gather all the information necessary with the authority in question and to observe all of the regulations and legislation in force in whatever place the Works are exported to under any form whatsoever.

Article 19 - TERMINATION**19.1 Termination for misconduct**

In the case of a breach by the Customer of any one of its obligations foreseen within the framework of this order, SODERN may terminate all or part of the order for misconduct should the Customer not remedy the situation within thirty (30) calendar days following receipt of notice from SODERN sent by registered letter with acknowledgement of receipt, without prejudice to any damages which SODERN may claim from the Customer.

19.2 Termination without misconduct

Each of the Parties may decide to terminate all or part of the order by registered letter with acknowledgement of receipt at any time in the absence of fault on the part of the other Party, respecting a notice period of thirty (30) calendar days.

In the case of such termination and excepting Special Conditions, the Customer commits to paying SODERN:

- the contractual value of the Works and/or Means in the process of manufacture or delivered on the date of notification of the termination, and
- any other costs resulting from this early termination.

19.3 Upon receipt of the notification of the termination and in application of the terms of 19.1 and 19.2 SODERN will halt all Works in the process of execution on its premises as well as on those of its subcontractors and suppliers.

Article 20 - HANDLING OF WASTE FROM ELECTRICAL AND ELECTRONIC EQUIPMENT

The Customer accepts to finance and ensure that waste from electrical and electronic equipment will, under its responsibility, be collected, handled and recycled or reused in application of current laws. The Customer undertakes to transfer the obligations defined under this article to successive buyers and the end user of electrical and electronic equipment. The Customer undertakes to repair any prejudice caused to SODERN and/or to any third party resulting from non-execution or poor execution of its obligations under the title of this provision.

Article 21 - AFFECTIO SOCIETATIS

The Parties state that they do not consider any order in application of these Terms and Conditions of Sale as constituting a company or any other legal entity whatsoever, *affectio societatis* being formally excluded, along with any sharing of results, losses or profits between the Parties.

Article 22 - WAIVER

Should SODERN not assert a claim at a given time concerning one or more of the provisions of the terms and conditions of sale, this cannot be considered to be a waiver of said provisions and SODERN remains free to demand their strict application.

Article 23 - DIVISIBILITY

The invalidity of one or several provisions of these Terms and Conditions of Sale does not affect the other provisions. The Parties commit to negotiating in good faith replacement provisions that best respond to the objectives set by the provisions that have been invalidated.

Article 24 - LANGUAGE

In the event of a conflict between the French language version of these Terms and Conditions of Sale and all other foreign language versions, the version in French will prevail.

Article 25 - INACCESSIBILITY

The order entered into by SODERN in application of these Terms and Conditions of Sale being *intuitu personae*, full or partial transfer and/or disposal of the rights and obligations resulting from the order are prohibited without prior written agreement from SODERN.

Article 26 - APPLICABLE LAW - SETTLEMENT OF DISPUTES

These Terms and Conditions of Sale and the order are governed by French law. In case of disputes relating to these Terms and Conditions of Sale and/or the order, the Parties will do their utmost to resolve their differences amicably. In the absence of an amicable agreement within a time frame of two (2) months starting from notification of the existence of a disagreement by registered letter, the disagreement will be definitively settled in accordance with the Rules of arbitration of the Paris International Chamber of Commerce, by one or several arbiters, in accordance with these conditions. Should the two Parties decide to not have recourse to arbitration, the dispute will firstly be taken before the Tribunals of the Paris Court of Appeal and French law will be the applicable law.

Article 27 - ETHICS AND COMPLIANCE

The Customer recognises that it has familiarised itself with and adheres to SODERN internal policy in matters of ethics and compliance as outlined in its Charter (APPENDIX 1), and also undertakes to be in full compliance with the laws and regulations of international trade, in particular anti-corruption and anti-money laundering laws.

Article 28 - PROTECTION OF PERSONAL DATA.

SODERN may collect, process and use the personal data of its employees and partners in order to successfully perform its operational activities. As part of this framework, we are bound to comply with all the obligations incumbent upon us concerning the gathering, processing and use of personal data. We respect and protect the private lives of our employees, customers, suppliers and partners. This personal information will be stored for the duration of the contract and archived for the regulatory period.

By accepting these Terms and Conditions of Sale, you consent to our collecting and using this personal data in order to carry out this contract. In compliance with French law on the protection of personal data as well as the Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 relative to the protection of physical persons with regard to processing of data of a personal nature and the free circulation of this data, you have the right to access and rectify any information that concerns you, and you may exercise this right by sending an email to data-protection@sodern.fr. You may also oppose, for legitimate motives, any processing of data that concerns you. The right to oppose does not apply if the processing results form a legal or regulatory obligation.

Customer signature by the duly authorised person(s):

TERMS AND CONDITIONS OF SALE



ETHICS CHARTER

Sodern's culture, forged by its history and by the enthusiasm that characterises its teams, is accompanied by principles that form the ethical base for our company. Respect for these principles, inseparable from our business culture, is a priority and cannot be subject to compromise.

The expertise and the motivation of its employees constitute the driving forces of Sodern. These forces can only be preserved within a framework that promotes individual development and is enriched by diversity of talent. That is why maintaining open and constructive dialogue within the company is a necessity for me. Because we are resolutely turned toward the future, we are also fully aware of the ecological imperative that requires us to act today so that tomorrow is not compromised.

A partner company of the State, occupying a strategic place in the structure of National Defence, SODERN is fully aware of the duty of discretion and the imperative of reliability which weigh upon it. The protection of assets and information, as well as the quest for total quality are our key concerns.

As a company that is fully customer oriented and whose satisfaction is our main goal, SODERN means to implement business practices that are beyond reproach. Respect for the client and the chain of subcontractors, transparency and the desire to be a fair competitor vis-a-vis competitors guide our actions every day.

These principles contribute to maintaining our tradition of integrity, a source of pride for our teams, and are in perfect agreement with our quest for efficiency and performance.

That is why you can count on my commitment, and on that of all Sodern employees, to preserving these values and ensuring unconditional respect for them.

Franck Poirrier
C.E.O

SODERN ETHICS CHARTER

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1. IMPLEMENT ETHICAL BUSINESS PRACTICE

Sodern means to implement business practices that are beyond reproach. Our approach is based on respect for the customer and the chain of subcontractors, and on willingness to be a trustworthy competitor and a responsible player at environmental and social levels.

1.1 ZERO TOLERANCE IN MATTERS OF CORRUPTION

Our solid reputation for integrity constitutes one of our most valuable assets, which could be compromised by any ethical misconduct committed by any one of our employees or a third party. That is why we consider the fight against corruption to be a critical issue for Sodern.

We will not tolerate any practice that can be construed as an act of corruption. We refrain from offering, attempting to offer, authorising or promising any type of bribe, payment for facilitation or kickback to a public officer or a private body in order to obtain or retain a market or an unfair advantage. In the same way, we neither solicit nor accept in any case bribes or kickbacks from a public officer or a private organisation.

In addition, we never engage a third party to perform any action that we cannot undertake ourselves in an ethical or legal manner.

For all needs, questions or requests, our employees are systematically invited to turn to our Compliance Officer

1.2 GIFTS AND INVITATIONS

Goodwill sales gestures such as gifts and invitations offered to or received from customers, suppliers and other trading partners must reflect normal business relations. In no case may they influence or give the impression that they can influence a business decision.

Common sense and prudence should always be exercised in these situations. In case of doubt on the advisability of offering or accepting a particular gift, our employees must seek the opinion of our Compliance Officer.

1.3 IDENTIFYING AND MANAGING CONFLICTS OF INTEREST

Within the framework of our efforts to protect the reputation of Sodern and our shareholders, we avoid situations in which our personal interests may interfere, or may appear to interfere with our ability to perform our duties without bias. If a conflict of interest situation cannot be avoided, inform your immediate superior as well as the Compliance Officer.

We exercise special vigilance when recruiting staff that are, or have been public officials or civil servants, with respect for French regulations in matters of State agent ethics.

1.4 THE FIGHT AGAINST MONEY LAUNDERING

Sodern undertakes to comply with applicable laws in matters concerning the fight against money laundering. Accordingly, Sodern only conducts its activities with customers that have a good reputation, whose activities are legal and whose funds have, to our knowledge been obtained legally.

1.5 EXERCISING FAIR COMPETITION

We believe in fair competition and must act in strict compliance with the laws governing competition (known as the "anti-competition rules") applicable in the countries in which we intervene. These laws prohibit agreements or behaviour that are liable to restrict or distort competition.

We believe in fair competition and act accordingly, firmly excluding any agreement, behaviour, exchange or disclosure of sensitive trading information relating to competitors, customers or suppliers that is likely to restrict or distort competition or trade.

1.6 RESPECT FOR OUR CUSTOMERS

We are committed to dealing honestly and fairly with all our customers, regardless of the size of their business, and to honouring our contractual commitments.

The operational independence of Sodern is guaranteed by its main shareholder as proof of our strict neutrality vis-a-vis contracting parties in the field of space and a pledge to preserve the confidentiality of our business exchanges.

1.7 OUR COMMITMENT TO THE QUALITY AND SAFETY OF PRODUCTS

We accept no concessions regarding the quality or the safety of our products. Maintaining high standards of product safety is in our interest as it is in that of our customers and the aerospace industry in general.

We respect all the rules and procedures relating to quality controls that govern our responsibilities.

Product safety and quality depend to a large extent on feedback. We are transparent in alerting about anomalies or gaps in processes, we stop and resolve any issue related to quality and safety, and then propose suitable measures of prevention and improvement.

Sodern is certified ISO 9001 and EN 9100.

1.8 OBSERVANCE OF EXPORT CONTROL REGULATIONS

Sodern buys and sells products, equipment, services and information worldwide. We possess critical expertise, which is our main asset and presents a strategic interest for our customers, especially for the French State in the light of the dual nature of our activities. Therefore, we are aware of the need to limit our exposure to risks related to our import and export activities. We respect the procedures for controlling exportations and strive to be perfectly in line with the regulations in force.

1.9 OBSERVANCE OF REGULATIONS IN MATTERS OF DEFENCE

Because of our activities related to security and defence, it is vital that we strictly observe all of the rules and regulations applicable in these matters.

In particular, we are especially careful and vigilant in our protection of State classified information that requires specific authorisations.

Our employees are informed that they have a duty to report any incident or any abusive use, real or presumed, of these materials and this information or data to our Security Officer.

1.10 COOPERATING WITH THE AUTHORITIES

We comply with French legislation and cooperate in full transparency with the competent authorities.

If they receive any regular request from a public agent relating to an investigation or to a request for information, our employees are invited to inform the competent staff, who will coordinate the handling.

Sodern undertakes to work closely with the public authorities and to continuously inform, including at a local level, in order to always ensure that its activities, including nuclear activities, do not present any danger whatsoever for people and the environment.

1.11 TREATING SUPPLIERS AND SUBCONTRACTORS FAIRLY

The contribution of suppliers constitutes a considerable share of the value of Sodern products and therefore plays a major role in customer satisfaction. We are committed to establishing equitable relationships with our suppliers and subcontractors, and to strengthening relations with them to achieve goals that are mutually beneficial. This willingness involves promoting the exchange of best practices and sharing synergies where appropriate.

Sodern is watchful that relations with all suppliers are managed in a manner that is fair and consistent. It is everyone's duty to ensure that disputes with suppliers are always resolved with the utmost professionalism, and that our selection of suppliers only takes into account the interests of the company.

By engaging in a responsible procurement strategy, our goal is to establish long-term relationships with the best suppliers that have adopted principles of integrity of the highest level. We expect our suppliers to understand, share and comply with the principles governing our business ethics such as presented in our Procurement Ethics Charter. Suppliers may have to provide evidence of the application of these principles, in particular in matters of business ethics, the fight against corruption, human rights, labour standards and environmental commitment.

1.12 MAINTAINING RELATIONS OF TRUST WITH OUR SHAREHOLDERS

We maintain an open dialogue with our shareholders and exchange information about our activities and our objectives in a spirit of transparency, while guaranteeing the confidentiality of the data of our customers and our trade exchanges.

1.13 RESPECT FOR THE ENVIRONMENT, (ECO-EFFICIENCY - SUSTAINABLE DEVELOPMENT)

We recognise the responsibility we have towards the worldwide community to protect the environment. Specific risks for the environment are a result of our neutron activities. Therefore, we are committed to taking all necessary measures to fully neutralise these specific risks. It is vital that we strictly observe all of the rules and regulations applicable in the field of nuclear safety arising from our activities. Our employees are informed that they have a duty to report any situation of risk or any incident to the Person in Charge of Radiation Protection.

Above and beyond these specific risks, the environmental issue is taken into account in all of our decision-making, in order to ensure our eco-efficient nature.

Also, our choices relating to the management of infrastructures, waste management, manufacturing procedures, up to and including paper management take the environmental dimension into account.

2. PROTECT ASSETS AND INFORMATION

It is our duty to protect the tangible and intangible assets of Sodern, of its customers and its partners. We must ensure that none of these assets is stolen, damaged, used or destroyed in an inappropriate manner. We must also be aware of our responsibilities when we access, use, modify, store or communicate one of the assets of Sodern.

2.1 PROTECTING ASSETS

The protection of our employees, goods, information, skills and expertise is essential for building confidence and maintaining our competitive edge. Information and expertise are Sodern's major assets, and we protect them accordingly.

We handle all goods which are entrusted to us in a professional, safe, ethical, legal and productive manner and for professional purposes.

Access to confidential information is strictly regulated on a "need to know" basis. This information can only be communicated to colleagues or to officially authorised third parties who seek it for legitimate business purposes, or when they are required by law.

We are invited to develop innovative solutions for our products, services and business models. We constantly ensure that we secure and protect Sodern intellectual property.

2.2 MAINTAINING THE ACCURACY OF MANAGEMENT DOCUMENTS

Our customers, shareholders and all other stakeholders want the information contained in our documents to be precise and accurate. We are careful to ensure that the information we communicate is accurate, recent, comprehensive, correct and comprehensible.

When we draft our financial documents, we respect Sodern internal procedures for control and communicate in full transparency with statutory auditors. We abstain from creating or participating in the creation of documents liable to deceive readers or to hide any illicit activity.

We are bound to store and then to destroy the documents in accordance with the deadlines and procedures relating to data conservation. For any question regarding the duration of conservation of a document or the appropriate method of destruction, we advise speaking to a supervisor or the legal department.

2.3 PROTECTING THIRD PARTY INFORMATION

Our customers, suppliers and other partners often entrust us with proprietary and confidential information about their activities. As a trustworthy partner, we must treat third party information in accordance with their conditions of confidentiality and in strict compliance with all applicable laws and regulations.

Access to government-classified information requires specific permissions depending on the level of sensitivity. Any exchange or transmission of classified information or equipment must be strictly consistent with the applicable security process. Any incident and any actual or presumed misuse must be reported immediately to the Security Officer.

2.4 NEGOTIATING SHARES

We do not communicate information likely to influence the value of the share price of shares in the Sodern shareholder chain as long as said information has not been communicated to the public.

In accordance with the laws governing insider trading, we are not allowed to buy or dispose of shares in a company when we are in possession of inside or preferential information about the said company. Similarly, we do not communicate internal or preferential information to third parties, including our colleagues, to the members of our family and to our friends.

2.5 MANAGEMENT OF INTERNAL AND EXTERNAL COMMUNICATION

Sodern's reputation is an extremely important asset. It is therefore crucial to promote and protect our image. This issue is all the more important because our image can impact that of our customers, partners, and shareholders. We must ensure the accuracy of the information that we broadcast to the public

Only designated individuals can respond to formal requests for information coming from outside the company, and in particular from the media.

Sodern employees are not allowed to communicate information, or to get involved in social media activities on Sodern's behalf. Contribution by Sodern to social media and, more generally, Sodern external communication is handled by the Communications Department.

3. LISTEN TO OUR EMPLOYEES

Our working relationships are based on respect, honesty and loyalty. We encourage innovation and employee engagement and we are determined to maintain high principles in terms of quality, health and safety. We encourage ongoing commitment and accountability from employees at every level and foster a climate of trust between the teams.

3.1 RESPECT FOR OTHERS

We consider that complete respect for the rights of employees creates a collaborative and trust-based work environment conducive to innovation, a key element of our competitiveness.

We respect the dignity and privacy of each employee. We do not tolerate any form of harassment in the workplace, whether it is physical, visual or verbal in nature.

3.2 ENCOURAGING TALENT

By placing excellence at the heart of our preoccupations, we aim to attract and retain the best talent. We encourage continued employee commitment at every level of the company.

The recruitment and career advancement of our employees is based on their potential, their performance, their behaviour and their willingness to work.

3.3 PROMOTING DIVERSITY

We consider cultural diversity to be one of our greatest strengths. We do not tolerate any form of discrimination relating to diverse origins: gender, religion, political opinions, sexual orientation, social background, age, physical and mental traits...

3.4 ENCOURAGING OPEN DIALOGUE

We encourage open and trust-based dialogue with our employees. Our employees are strongly encouraged to communicate openly, to discuss and to express all questions or concerns, while their line managers are encouraged to be attentive and to demonstrate responsiveness.

We are determined to protect whistle-blowers. Any form of reprisal or attempt to retaliate, directly or indirectly, against an employee who has expressed him or herself in good faith, will not be tolerated.

3.5 ENSURING HEALTH AND SAFETY IN THE WORKPLACE

The health and safety of our employees are of the utmost importance for us. We are committed to respecting standards of health, safety and protection of the environment in the workplace and within the framework of all our activities.

3.6 PROTECTING PERSONAL DATA

Sodern may collect, process and use the personal data of its employees and partners to correctly carry out its operational activities. Within this framework, we are required to comply with all the obligations which are incumbent upon us regarding the collection, processing and use of personal data. We respect and protect the privacy of our employees, customers, suppliers and partners.