

BANK AL-MAGHRIB'S SUPPLIERS CHARTER

In line with the commitment of Bank Al-Maghrib, hereinafter referred to as "the Bank", with respect to social responsibility, and as part of its determination to apply good practices and to carry out its responsibilities in an environment of mutual trust with its suppliers, while recognizing and respecting the rights and duties of each party, this "Supplier Charter" defines the guiding principles of the relationship between the Bank and its suppliers, mainly in the following areas:

- Social rights ;
- Sustainable development & environmental protection ;
- Ethics.

I. COMMITMENT OF THE BANK TOWARDS ITS SUPPLIERS

Given the important role played by suppliers in achieving the Bank's objectives and in light of its corporate responsibility, the Bank ensures the fair treatment of its suppliers by guaranteeing clear and sound relationships based on a real partnership and a mutual trust.

Accordingly, the Bank sets forth in its regulations and procedures several commitments taken towards its suppliers, which must be observed by all parties involved in the procurement process, regardless of their responsibility level.

▪ FAIRNESS IN DEALING WITH SUPPLIERS

The Bank shall ensure free access to its markets for all bidding suppliers, shall set up the mechanisms that guarantee the required transparency and competition and shall take the necessary measures against any anti-competitive or unfair practices.

The Bank has a regulatory and procedural framework that governs its procurement operations, implemented by all people involved in the "procurement" process and whose purpose is to ensure, in particular, the respect of equality and fairness in dealing with its suppliers.

▪ MANAGEMENT OF CONFLICTS OF INTEREST

The Bank shall ensure the management of conflicts of interest between its employees and suppliers, be it apparent, potential or real, notably through a mandatory reporting system of such situations.

▪ SUPPLIERS' PAYMENT

The Bank shall commit to pay its suppliers on time in accordance with the regulations in force, or according to contractual terms if the latter are more favorable to suppliers. In addition, the Bank shall set actions to continuously improve the payment deadlines of its suppliers.

- **SUPPLIERS' QUERIES PROCESSING**

The Bank shall endeavor to maintain a constructive and open dialogue with its suppliers. It shall respond to all requests for information or claims from them, at the earliest possible date.

- **PROTECTION OF PERSONAL DATA**

The Bank shall maintain its duty of confidentiality and shall make sure that all personal data provided by suppliers are considered as confidential unless it is clearly stipulated that the information shall become the property of the Bank.

The Bank shall ensure the protection of the personal data of its suppliers against any unjustified use, in accordance with the regulations in force.

- **CORPORATE SOCIAL RESPONSIBILITY**

Environmental and social challenges are part of the Bank's Procurement Policy. Suppliers play an essential role in the Bank's sustainable procurement approach, which targets particularly the selection of environment-friendly products and services and the promotion of responsible behaviors and processes.

Hence, the Bank encourages CSR suppliers who present economically viable projects and place sustainable development at the heart of their activities.

II. COMMITMENT OF SUPPLIERS TOWARDS THE BANK

Suppliers undertake to respect all of the following requirements and endeavor to surpass the best practices both nationally and internationally:

- **COMPLIANCE WITH REGULATIONS AND PROCEDURES**

Suppliers shall commit to comply with all the regulations in force at the Bank as well as the internal procedures put in place.

- **RESPECT OF ETHICS**

Corruption and influence peddling

Suppliers shall undertake to respect national legislations relating to fighting corruption and influence peddling and not to commit any immoral practice of any kind.

In that respect, suppliers undertake, in particular:

- Not to resort directly or through a third party to acts of fraud or corruption, in any capacity, in the various procedures of procurement, management and execution of contracts;
- Not to make promises, or give donations or gifts, by themselves or through a third party, in order to influence procedures relating to contracts conclusion or implementation.

Money laundering

Suppliers should not get involved or support any sort of money laundering activities.

Gifts and advantages

Suppliers shall refrain from offering gifts, gratuities or other financial or in-kind benefits to the Bank's employees that could compromise their objectivity or impartiality.

Suppliers shall also refrain from offering Bank's employees any kind of advantages such as free of charge or discounts on goods and services, a job position, or sales proposals, in order to facilitate their activities with the Bank.

The Bank shall decline any invitation to sporting or cultural events, any offer of transportation, holidays or recreational trips, as well as any invitation to lunch or dinner.

Conflict of interest

Suppliers are required to provide a certificate stating that they are not in a situation of conflict of interest. They have a duty to inform the Bank of any situation in which an employee of the Bank may have any interest in their activity or any economic link with it.

Confidentiality

Suppliers are bound, within the framework of their contractual relationship with the Bank, by the duty of professional secrecy and discretion, even after the end of the provision of their services to the Bank. They cannot share confidential information which they had access to within the framework of their services to the Bank, regardless of the medium.

Suppliers shall return to the Bank all files that were given to them within the framework of their contract with the Bank. They commit to destroy all the documents received in electronic format.

Suppliers shall put in place control procedures and measures that ensure the availability, confidentiality, integrity and security of the information and data to which they had access within the framework of the contract with the Bank.

Intellectual property

Suppliers are required to respect intellectual propriety. They should permanently mention their sources when using information that is not theirs. The deliverables and the information submitted to the Bank as part of their missions become the latter's property and they are considered as confidential. Suppliers shall refrain from mentioning the Bank in any external document, particularly documents of a commercial nature, without obtaining the written consent of the latter.

Behavior of suppliers' staff

Staff acting on behalf of suppliers must act loyally with the Bank's employees, with independence of mind, intellectual honesty, integrity and good behavior. Suppliers are also

required to comply with the Bank's safety procedures and instructions as part of providing their services to the bank.

Protection of the bank's goods

Suppliers are required, in providing their services, to safeguard and preserve the Bank's property. Any deterioration or misuse caused by the suppliers' staff, deliberately or due to negligence on their part, are subject to punitive sanctions decided by the Bank.

▪ **RESPECT OF SOCIAL OBLIGATIONS**

Suppliers are bound to apply and respect the Moroccan Labor Legislation, as well as that applicable in their home countries, in particular as regards:

- Health and safety of workers and accidents at work, at any place and any site where their production or activity takes place;
- Employees' rights;
- The prohibition of forced or illegal labor and, in particular, of children who have not reached the legal minimum working age;
- The respect of the legal provisions applicable in terms of the minimum wage.

▪ **HEALTH AND SAFETY OF PERSONS**

Suppliers shall strive to maintain an environment that protects the health and safety of their staff and the users of their products and/or services.

For this purpose, the Bank may identify, evaluate and define the means of controlling risks associated with its activities and may require, depending on the nature of the service and in accordance with the stipulations of the terms of reference, a HSE plan (Health, Safety and Environment) from its suppliers.

▪ **RESPECT OF THE ENVIRONMENT**

Suppliers shall respect the Moroccan regulations as well as those of their home countries, relating to the protection of the environment, and shall implement the necessary actions to limit the impact of their activities on the environment.

Suppliers must adhere to the QSE (Quality, Safety and Environment) guidelines of the Bank, by respecting in particular the following principles:

Compliance with applicable laws and regulations

Suppliers agree to comply, at a minimum, with Moroccan laws and regulations in force on the protection of the environment and those of the country where their company is incorporated. This compliance shall apply to all provided services.

Risk management on persons' health and safety

Suppliers shall ensure that their activities do not affect the health and safety of their staff and the users of their products and/or services. To this end, the risks related to their activities on the Bank's sites shall be identified and assessed.

Suppliers undertake to take all the necessary measures to control and, insofar as possible, eliminate these risks. The identification, evaluation and definition of the control means shall be provided to the Bank as part of the HSE plan, according to the nature of the service and in accordance with the terms of reference.

Environment protection

Suppliers shall take the measures that enable them to control the elements likely to harm the environment, namely the waste generated during the performance of the service, dust emissions, smoke, fumes of pollutants, noise, impacts on fauna and flora, pollution of surface and underground water. Suppliers must also guarantee the safety and health of persons, the protection of property and the preservation of good neighborhood principles.

Suppliers must be able, during the performance of the contract, to prove that the services carried out under the contract meet the environmental requirements set out in the terms of reference, if specified.

When the service is to be performed in a place where specific environmental measures are applicable, particularly in areas designated as sensitive sites or areas protected from an environmental point of view, in implementation of the laws and regulations, the supplier must comply with these special requirements.

▪ **RESTRICTIONS APPLICABLE AFTER TERMINATION OF SERVICE**

Restrictions applicable after termination of service shall concern the Bank's former and current employees who participated in the Bank's purchases, as well as the Bank's suppliers.

For a period of 6 months as from the termination of service, the supplier undertakes not to solicit and/or hire the former employees of the Bank.

III- IMPLEMENTATION OF THE SUPPLIERS' CHARTER

By adhering to this charter, the Bank and its suppliers shall mutually ensure its proper implementation. They shall work to make it continuously improve to the best standards.

Suppliers undertake to obtain a similar commitment from their own suppliers, subcontractors or distributors.

In addition, the Bank may conduct compliance audits, controls and inspections of all the above-mentioned aspects, based in particular on the nature of suppliers' activities and the information it holds. These inspections may be carried out either based on documents or in

the supplier's premises. The Bank may also mandate auditing bodies, firms or external institutions to carry out these audits and controls, in order to ensure that its suppliers respect the principles and standards set out herein.

In this context, suppliers accept and agree to fully collaborate on this subject:

- by submitting the documentation requested by the Bank within the prescribed time;
- by allowing persons, duly mandated by the Bank, to access their sites and provide them with all relevant information, in case of on-site controls;
- by immediately informing the Bank when detecting, within their premises or at one of their subcontractors, any breach of ethical rules or legal and regulatory provisions relating to environmental or social matters, that concern directly or indirectly their relationship with the Bank, and which may jeopardize the Bank's reputation.

In the event of submission of inaccurate and/or falsified documents or in case of fraudulent acts, corruption or infringements of the legislation and labor regulation or any serious breaches of commitments were done by the supplier, coercive measures shall be taken by the Bank in accordance with the regulations in force.

Finally, compliance with the principles of this charter is one of the Bank's evaluation criteria of the suppliers' performance.

The Bank's implementation of controls and verifications of suppliers' compliance with the principles of this charter shall be the subject of internal procedures and operating modes.

By signing this charter, the supplier acknowledges having reviewed and understood its content and confirms that the company he represents is in compliance with "Bank Al-Maghrib Suppliers' Charter".

Done in...../.....

COMPANY: *Stamp*

The Company's Representative: Full name, title and signature