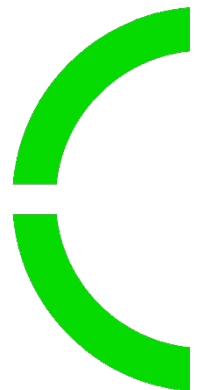


# PLANON ESG REQUIREMENTS

**V23.01**

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## History

Name	Date	Version	Status	Description
PLANON ESG REQUIREMENTS	25 January 2023	V23.01	Final	

## Distribution-list

Name	Date	Version	Department
PLANON ESG REQUIREMENTS	25 January 2023	V23.01	Legal

# PLANON ESG REQUIREMENTS

These requirements with respect to environmental, social and corporate governance compliance as set forth by Planon (hereinafter “**ESG Requirements**”) applies to all prospective suppliers as well as all Vendors, Suppliers, Contractors, Partners, Tech Partners, Consultants, Resellers or otherwise named vendor or supplier entities (each hereinafter “**Supplier**”) as defined in a Tech Partner Agreement, Hardware Purchase & Resale Agreement, General Purchase Terms & Conditions, Lead Fee Agreement, Technology Partner Agreement, Co-Sell Term Sheet, Teaming Agreement, Consulting Services Agreement (for HR Services) Subcontracting Agreement, Software License Purchase Agreement or otherwise Planon purchase related agreement (each hereinafter “**Agreement**”) governing the contractual relations between Planon Shared Services B.V. or any of its affiliated companies (hereinafter referred to as “**Planon**”) and Supplier, subject to the provisions of the specific terms of the order for product, supply, works, software and/or services (hereinafter “**Supply**”) as set out in the specific purchase order, project specification or otherwise related document governed by such Agreement (hereinafter referred to as “**Order**”) and to the exclusion of any other terms that Supplier seeks to impose or incorporate. For purposes hereof, Planon and Supplier are collectively referred to as the “**Parties**” and individually as a “**Party**”.

Supplier acknowledges that environmental, social and corporate governance compliance as set forth in these ESG Requirements is critical for Planon in procuring the Supply from Supplier. Therefore, Supplier acknowledges that it is fully aware of, and knowledgeable about the applicable environmental, social and corporate governance compliance laws and regulations and these ESG Requirements. The obligations for Supplier as set forth in these ESG Requirements shall constitute essential obligations of Supplier in providing the Supply to Planon, and do apply to any of Supplier’s subcontractors and their subcontractors as well.

## 1 HEALTH, SAFETY, HUMAN RIGHTS, WORKING CONDITIONS, DIVERSITY AND INCLUSION

1.1 Supplier shall comply with:

- (a) the applicable laws and regulations with respect to health, safety, human rights, working conditions, diversity and inclusion and non-discrimination because of race, color, sex, national origin, physical or mental handicap; and
- (b) Planon’s then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon’s Ethics Policy.

## 2 ENVIRONMENT

2.1 Supplier shall comply with:

- (a) the applicable laws and regulations with respect to environmental regulations;
- (b) Planon’s then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon Environmental Policy.
- (c) the OECD’s Guidelines on Sustainable Development, which may be consulted on the following website: <http://www.oecd.org/dac/sustainable-development-goals.htm>; and
- (d) the rules defined in ISO 14001 standard.

## 3 ANTI-BRIBERY AND ANTI-CORRUPTION

3.1 Supplier shall comply with:

- (a) the applicable laws and regulations with respect to anti-bribery and anti-corruption;
- (b) Planon’s then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon’s Ethics Policy.

3.2 Supplier acknowledges that Planon is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. Supplier must immediately notify Planon of any suspected, or known, breaches of any applicable laws which prohibit the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or advisor of such person.

3.3 Supplier represents and warrants that nor Supplier nor one of Supplier’s employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Order or has an interest in Supplier:

- (a) is a so-called “Politically Exposed Person” or “PEP” meaning any natural person who is or has been entrusted with a prominent public function and any immediate family members, or persons known to be close associates with such person. The definition includes but is not limited to senior officials of central and local government, members of parliament, senior executives of state-owned enterprises and international organizations, judicial or military officials and high-ranking political party officials;
- (b) is an official or employee of Planon or one of its affiliates; or

- (c) has been convicted of, or otherwise been subjected to any administrative sanction or penalty for, any offence involving fraud, bribery, corruption, influence-peddling, money laundering, or any other criminal offence involving dishonesty as an element and/or listed on a sanction list maintained by the United Nations, the European Union, the United States of America, the international financial institutions and any such other sanction lists Planon may from time to time deem relevant and appropriate. Supplier will immediately notify Planon if any such individuals are the subject of any investigation into any such offenses.
- 3.4 Supplier undertakes and covenants to Planon that it shall not, alone or in conjunction with any other person, directly or indirectly, offer, pay, give, promise Planon to pay or give, or authorize the payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Planon.

## **4 EXPORT CONTROL**

- 4.1 Supplier shall comply with:
- (a) the applicable laws and regulations with respect to import and export of the Supply;
  - (b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon Code of Conduct for Suppliers.
- 4.2 Supplier agrees to obtain, if applicable, all necessary import, export and re-export permits or licenses at Supplier's expense to ensure that Planon enjoys the full benefit under the relevant Order and these ESG Requirements. Further, Supplier shall supply Planon with the information regarding any applicable import requirements and/or export controls rules and required permits or licenses for the Supplies to be shipped, in writing within three (3) working days from the receipt of Order. Supplier shall also notify Planon in writing of any changes to such import requirements and/or export and re-export controls regulations and/or permit or licensing requirements which may affect Planon's benefits under the Order.
- 4.3 The contractual delivery date is understood as being when the Supply has arrived and been unloaded at the delivery address specified in the Order according to the DDP Incoterm (Incoterms ICC 2020). It is a fundamental term of the Order and time of delivery is of the essence. The effective delivery date is the date stamped by the receiving person/entity of the Supply on the receipt slip (or delivery slip), duly signed by one of its authorized representatives. No early deliveries may be made without Planon's prior written agreement.

## **5 CYBER-SECURITY**

- 5.1 Supplier shall comply with:
- (a) the applicable laws and regulations with respect to (cyber)security of the Supply;
  - (b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon Code of Conduct for Suppliers;
  - (c) ISO27001 standards or such other alternative standards that are substantially equivalent to ISO27001 with respect to the Supply unless otherwise agreed between the Parties.

## **6 INDEMNITY**

- 6.1 Supplier will indemnify, keep indemnified and hold Planon harmless in full and on demand from and against all liabilities (including any tax liability) direct, in direct and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis) judgments and costs (including costs of enforcement) and expenses which Planon incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform, or a delay in performance or negligent performance of, any of Supplier's obligations under these ESG Requirements or the Order.

## **7 INSPECTION AND AUDIT**

- 7.1 At Planon's request, Supplier shall sign and/or provide Planon with all supporting documents deemed required by Planon during the legal timeframe for retaining documents. Planon reserves the right to conduct, directly or through any representative duly authorized by Planon, any inspection of Supplier and/or the Supplies, including at the premises of Supplier or its main subcontractors, provided that Planon gives reasonable prior notice and conducts the inspection during the normal opening times of Supplier/those sub-contractors (or at any time in the event of an emergency), in order to:
- (a) examine Supplier's procurement records;
  - (b) inspect, in any manner, the works and/or services making up the Supply, in the process of being made;
  - (c) inspect, in any manner, the quality, manufacturing and test data for the Supply; and

- (d) inspect, in any manner, Supplier's actual compliance with its undertakings and/or obligations under the Order and/or these ESG Requirements.

## **8 TERMINATION**

- 8.1 If Supplier fails to fulfil any of its undertakings and/or obligations under the Order and/or these ESG Requirements, Planon may terminate the Order without any need for any other formality, fifteen (15) calendar days after formal notice, provided that following such termination:
  - (a) any article(s) which expressly or impliedly continue to have effect after expiry or termination will continue in force;
  - (b) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach), liabilities and/or indemnities which have accrued prior to the date of expiry of termination.

## **9 INSURANCE**

- 9.1 At Planon's request, and in any case within ten (10) days from Order acceptance, Supplier shall provide all certificate(s) of insurance to be issued by its insurers, covering to a reasonable extent the risks associated with the fulfilment of the Order and, in all cases for a minimum insured amount of five million Euro (€5.000.000) and to obtain, at its own expense, any reasonable additional cover that Planon deems necessary based on the risks associated with the fulfilment of the Order.