

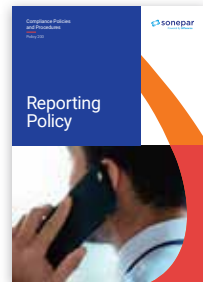
Anti- Corruption Policy





This document exists as part of our larger Compliance Policies and Procedures.

Find out more: www.sonepar.com



Anti-Corruption Policy



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Anti-Corruption Glossary

Scope: Applicable to all Sonepar Group
Updated: December 9, 2025

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1. What Is Corruption?

“Corruption” refers to the abuse of entrusted power for private gain. In a business context, it includes offering, promising, giving, soliciting, or accepting—directly or indirectly—anything of value or a benefit to improperly influence decisions, secure business advantages, or obtain favorable outcomes (e.g., to influence the award of a contract or a public bid).

Corruption generally involves two parties:

- the party who offers or provides an Undue Advantage; and
- the party who abuses his/her position or influence in exchange for such advantage.

A person who facilitates an act of Corruption may be considered an accomplice, and the one who benefits from it is a receiver. Both may be held personally liable.

Corruption is deemed to exist even if:

- it is conducted through a third party (e.g., an Intermediary);
- the recipient is not the end-beneficiary;
- the advantage is granted before or after the act;
- the advantage is non-monetary; or
- the beneficiary is in either the public or private sector.

Corruption is often combined with other offenses such as Influence Peddling, falsification of financial records, misuse of assets, Extortion, abuse of office, favoritism, or illicit enrichment – all of which are criminal offences in most jurisdictions.

Beware

Anything of value includes not only money but also, without limitation:

- extravagant or overly frequent gifts and invitations;
- medical, educational or living expenses;
- sponsorships and donations;
- offer of employment or internships;
- contracts or business opportunities.

2. What Is an Undue Advantage?

An **“Undue Advantage”** may be tangible or intangible, monetary or non-monetary, and include any benefit that could improperly influence a decision or action.

Examples include:

- Cash or equivalent;
- Gifts;
- Invitations, accommodation, and meals;
- Travel expenses;
- Job offers or internships;
- Services;
- Sponsorships, donations, contributions, or preferential treatment.

3. What Is Active and Passive Corruption?

“Active” or **“Outward” Corruption** involves initiating the corrupt act, such as offering a bribe.

“Passive” or **“Inward” Corruption** involves receiving or soliciting the undue advantage.

Both are criminal offenses under most national laws and international conventions.

Example:

A luxury watch is offered to secure a business relation with a supplier:

- **Active Corruption:** the supplier offers a Sonepar associate a luxury watch to secure a business relation.
- **Passive Corruption:** the Sonepar associate accepts the luxury watch and contributes to securing the business relation.



4. What Is the Difference Between Public and Private Corruption?

“**Public Corruption**” involves a “**Public Official**”, broadly defined to include:

- elected or appointed officials (such as members of any Government or Government department, agency or instrumentality);
- employees or state-owned enterprises;
- customs agents or police officers;
- political candidates;
- representatives of international organizations; and
- family members and relatives of any of the above (e.g., parent, spouse, child, etc.).

“**Private Corruption**” involves employees or representatives of private companies.

Both forms are prohibited under Sonepar’s policies and most national laws.

5. What Is the Difference Between Direct and Indirect Corruption?

“**Direct Corruption**” occurs when the corrupt act is committed by the principal.

“**Indirect Corruption**” involves Intermediaries or third parties acting on behalf of the principal.

Organizations may be held liable for acts committed by third parties under laws such as the French “Sapin 2” Law, the U.S. FCPA or the U.K. Bribery Act.

i Example:

A sum of money is paid to obtain quicker custom clearance:

- **Direct Corruption:** a Sonepar associate offers the sum of money to a customs official to obtain faster clearance.
- **Indirect Corruption:** The freight forwarder Sonepar uses to ship products offers a sum of money to a customs official to obtain faster clearance.

6. What Is the Difference Between Corruption and Bribery?

“**Bribery**” is a type of Corruption: it is the offering, giving, receiving, or soliciting of something of value to influence the actions of an official or person in charge of a public or legal duty.

It is a core offense under international anti-corruption frameworks.

i Example:

Bribery can occur to speed up negotiations by offering an incentive or giving a gift to an employee of the counterparty.

7. What Is Extortion?

“**Extortion**” involves coercion or threats to obtain an undue advantage.

It differs from Bribery in that it is not voluntary and is criminalized under most national laws.

The RESIST tool by the International Chamber of Commerce offers practical guidance for resisting extortion: <https://iccwbo.org/publication/resisting-extortion-and-solicitation-in-international-transactions-resist/>

Anti-Corruption Glossary continued

8. What Is Influence Peddling?

“**Influence Peddling**” refers to offering, promising, giving, soliciting, or accepting an undue advantage to abuse real or perceived influence to obtain favorable decisions from public authorities.

It is prohibited under French law (Code pénal, Article 433-2) and recognized as a Corruption offense in many jurisdictions.

i Example:

The brother of the city mayor asks you to hire his son as an intern in exchange for influencing the city mayor’s award of a lighting supply contract.

9. What Is Kickback or Retro-Commission?

A “**Kickback**” or “**Retro-commission**” occurs when a portion of the undue gain is returned to the person who facilitated the transaction.

It is a form of Bribery and is illegal under most anti-corruption laws.

i Example:

A customer representative asks Sonepar to invoice the products at a higher purchase price and to pay a Kickback on the price difference to such customer representative.





Anti-Corruption Policy

Scope: Applicable to all Sonepar Group
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Sonepar's Anti-Corruption Policy is an integral part of its global Code of Conduct. It is informed by Sonepar's anti-corruption and influence peddling risk mapping and aligns with international standards, including the French Sapin 2 Law, the U.S. Foreign Corrupt Practices Act (FCPA), and the U.K. Bribery Act (UKBA).

By implementing this set of policies:

- We ensure that all Sonepar associates are informed that requesting, accepting, offering, or giving a bribe, either directly or indirectly, in the course of their duties is strictly prohibited.
- We strictly forbid any operations involving Facilitation Payments or Kickbacks.
- We monitor certain operations such as Political Contributions, Charitable Donations and Sponsorships.
- We regulate the offer or receipt of Gifts, Invitations, Hospitalities or Travel-related expenses.
- We ensure the maintenance of books and records that accurately and fairly document all transactions.

1. What You Need to Know

Corruption severely undermines the global economy, sustainable development, and the efficiency of international and national trade by distorting competition to the detriment of consumers and businesses.

Corruption is illegal in every country across the globe and Sonepar must comply with all local laws where it conducts business.

Specifically, Sonepar must comply with the requirements of the French Law n°2016-1691 on transparency, fighting corruption and modernizing economy (known as the "**Sapin 2 Law**"). Sonepar must also comply with other anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("**FCPA**") and the U.K. Bribery Act ("**UKBA**") 2010, as applicable.

The Sapin 2 law is structured, much like other similar laws across the globe, around eight fundamental pillars that constitute a mandatory framework for companies in France.



Anti-Corruption Policy continued

2. What Is at Stake?

Failure to comply with anti-corruption laws presents serious risks for Sonepar and its associates, including:

- **Significant fines and penalties.**
- **Prison and other criminal penalties:** individuals can face substantial prison terms, including up to 10 years in France or the United Kingdom or even a life sentence in China.
- **Litigation and civil damages:** individuals and companies involved in corruption can face civil lawsuits brought by individuals or companies who can demonstrate losses suffered as a result of the corrupt act.
- **Reputational harm:** risk affecting a business's trustworthiness. Damaged reputation can lead to lost revenue or reduced shareholder value.
- **Contractual breach:** breach of anti-corruption laws may constitute a legal basis for contract termination.
- **Disqualification from bidding:** in certain jurisdictions, a company found to have violated anti-corruption laws may be disqualified from public bidding, permanently or for a defined period of time.
- **Suspension or debarment:** companies may also be prohibited from making sales to Governments or public organizations. Loss of such sales opportunities could have a major financial impact.
- **Disciplinary sanctions:** all violations of this Anti-Corruption Policy will be taken very seriously. Failure to comply may result in disciplinary sanctions, up to and including termination of employment, and potential legal actions against the offenders. These measures will always be adopted in accordance with local laws.

3. Principles and Requirements

Sonepar categorically rejects and prohibits all forms of Corruption in its operations.

To maintain a compliant and ethical workplace, always apply these basic rules of conduct:

✓ What I should do

- Strictly adhere to Sonepar's Code of Conduct, Compliance Manual and local policies and procedures.
- Perform thorough due diligence to verify the integrity of Business Partners before engaging in any transactions and regularly review these assessments.
- Maintain adequate books and records with supporting documentation.
- Report any suspected corruption or unethical behavior through Sonepar's whistleblower channels.
- Ensure contracts include anti-corruption clauses where applicable.
- Always ask when in doubt!

✗ What I shouldn't do

- Offer, promise or give any Undue Advantage to secure business, influence contract awards, or obtain favorable decisions.
- Engage Intermediaries to circumvent anti-corruption rules.
- Use personal or off-the-book funds to perform actions prohibited to the business.
- Engage with a Business Partner that does not meet Sonepar's business integrity standards.
- Make any Facilitation Payment.
- Ignore "red flags" in transactions or Business Partner's behavior.

⚠ Beware

Anti-corruption laws in countries such as the United States, the United Kingdom, and France have extraterritorial reach. This means that acts of corruption committed abroad can still be prosecuted by these jurisdictions. You may be subject to simultaneous investigations in multiple countries. Always consult with Legal & Compliance if you are unsure about the legality of a transaction or interaction.

Under no circumstances will any associate face disciplinary action for refusing to pay a bribe, irrespective of the consequences on sales, profitability, project completion, or any other facets of Sonepar's business operations.



Gifts, Invitations, and Travel-Related Expenses

Scope: Applicable to all Sonepar Group
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1. What You Need to Know

The purpose of this Policy is to ensure that the offer or acceptance of Gifts, Invitations, and Travel related expenses by Sonepar associates does not improperly influence a contractual or material transaction, nor serve, or appear to serve, as an inducement to breach any duty.

This Policy is not intended to limit Sonepar entities from engaging in customary and properly documented marketing or promotional activities, such as customer or supplier incentive/reward programs.

What Is a Gift?

A “**Gift**” can encompass a wide range of benefits, including tangible items such as a pen, a book, a bottle of wine, or a box of chocolates. Gifts may also take the form of expenses paid on behalf of an associate, such as travel or hotel costs.

For the purposes of this Policy, Gifts do not include marketing or promotional items (e.g., hats, shirts, pens, or magnets) that prominently feature a corporate branding or logo.

What Is an Invitation?

An “**Invitation**” refers to an offer to share a pleasant occasion or event that is wholly or partially for business purposes, such as a meal at a restaurant, a show, a sporting event, or a trip.

Examples of Invitations include, but are not limited to:

- meals at a restaurant;
- theater performances;
- concerts;
- sporting events;
- golf outings;
- seminars;
- conferences.

What Do We Mean by Travel-Related Expenses?

“**Travel-related expenses**” can be a short or long trip for business purposes paid by or for the Business Partner.

All other terms with capital letters are defined in the Anti-Corruption Glossary.

Gifts, Invitations, and Travel-Related Expenses continued

2. Principles and Requirements

Sonepar recognizes that offering or receiving Gifts or Invitations to or from third parties can be appropriate and customary to strengthen business relationships, build goodwill, or comply with business practices.

Occasionally, it may also serve a legitimate business purpose for customers, suppliers, or other Business Partners to pay for Travel-related expenses for Sonepar associates, or, conversely for Sonepar to cover the Travel-related expenses of non-Sonepar associates.

Unless approved in writing by the relevant SEC member, associates must refuse business-related travels in countries where Sonepar is not present, whether the invitation comes from a supplier, a customer or a Business Partner.

Sonepar associates must exercise caution when giving or accepting Gifts, Invitations, Hospitalities, or Travel-related expenses, as these may create an appearance of impropriety.

Examples	Gifts	Invitations
Appropriate	<ul style="list-style-type: none"> Marketing or promotional items. Reasonably priced holiday gift. 	<ul style="list-style-type: none"> Invitations to lunch or dinner before/after a business meeting or to discuss business. Reasonably priced sporting events or concert with customers. Invitation to a yearly cocktail gathering for all customers.
Not Appropriate	<ul style="list-style-type: none"> A luxury watch. a box of six bottles of expensive champagne. A weekend holiday with no business people. 	<ul style="list-style-type: none"> Invitations to dinner in an outrageously expensive restaurant. Invitations to lunch every week by the same Business Partner. Invitations to sporting events, which include lavish accommodations, meals and travel.

The offer or acceptance of Gifts, Invitations, and Travel-related expenses is subject to this Policy and the mandatory four-step procedure outlined below. Compliance with this procedure will be audited.

Each Sonepar Region must draft and implement a Regional Policy that establishes (or ensures implementation at the local level) the following:

- applicable regional approval thresholds;
- monitoring process;
- potential additional and more restrictive guidelines than those outlined in this Policy;
- process for distributing leftover gifts linked to promotional campaigns (alternatively addressed in Marketing policies); and
- local practical examples.

The Regional Policy must be regularly updated. Any Regional Policy or subsequent updates must be communicated to the Group General Counsel and the VP Group Legal & Compliance as soon as available and, in any case, before deployment.

Regional Policies must be made available to associates accompanied by appropriate information and training to ensure proper understanding and effective enforcement.

3. Giving and Receiving Gifts

What Is Permitted	What Is Permitted
<p>As a general rule, Sonepar associates must always respect the following principles when giving or accepting a Gift.</p> <p>The Gift must:</p> <ul style="list-style-type: none"> • comply with applicable laws, Sonepar’s policies, and the internal rules of the Business Partner, when known; • serve a verifiable legitimate business purpose; • always be given or received in good faith; • never be offered to gain an Undue Advantage or to unduly influence any action; • not create a sense of obligation or an appearance of impropriety; • be reasonable and appropriate in terms of type, value, occasion, frequency, business practice, and local cultural sensitivities; • be approved in accordance with the applicable Regional Policy; • be expensed according to local procedures and clearly identifiable and traceable. 	<p>As a general rule, Sonepar associates must always respect the following principles when offering or accepting an Invitation.</p> <p>The Invitation must:</p> <ul style="list-style-type: none"> • comply with applicable laws, Sonepar’s policies, and the internal rules of the Business Partner, when known; • be connected to a verifiable and legitimate business purpose; • always be offered or accepted in good faith; • never be intended to gain an Undue Advantage or unduly influence an action; • be of reasonable value; • be appropriate for the circumstances in which it is offered or received; • not create a sense of obligation or an appearance of impropriety; • be socially acceptable; • not be offered to the same recipient too frequently; • be approved in accordance with the applicable Regional Policy; • be expensed in accordance with local procedures and clearly identifiable.
What Is Prohibited?	What Is Prohibited?
<ul style="list-style-type: none"> • Gifts that may give rise to, or may be seen as giving rise to, a Conflict of Interest; • Gifts provided with the intention or an expectation of reciprocity; • Gifts involving parties in a tender or competitive bidding process; • Gifts in cash or cash equivalents; • Gift cards that are not (i) of reasonable value, and (ii) directly related to an approved OpCo marketing or customer incentive plan or initiative; • Gifts prohibited by law; • Gifts given as a bribe, payoff, or kickback (e.g., to obtain or retain business, or to secure an improper advantage, such as favorable bidding status); • Gifts where the recipient knows they are prohibited by the Gift giver’s organization; • Gifts in the form of services or other non-cash benefits (e.g., promise of employment); • Gifts offered by multiple Sonepar associates to the same recipient or organization to deliberately exceed monetary limitations in the applicable Regional Policy. 	<ul style="list-style-type: none"> • Invitation that the host knows the recipient is not permitted to accept, or that the recipient knows the host is not permitted to give; • Invitation that can be viewed as excessively lavish in the context of business occasion; • Invitation is prohibited by tender or competitive processes, or that is provided with the intention to secure an improper advantage; • Invitation provided with the intention or an expectation of reciprocity; • “Adult” entertainment or any sort of event involving nudity or lewd or inappropriate behavior; • Invitation or entertainment that could negatively impact Sonepar’s business reputation; • Invitation or entertainment that is prohibited by local management; • Invitations or entertainments offered by several Sonepar associates to the same recipient or organization to purposely exceed monetary limitations existing in the Regional Policy.
Additional Considerations	Additional Considerations
<ul style="list-style-type: none"> • any Gift received or won at any “lucky draw” or lottery organized outside of Sonepar must also comply with this Policy. • Sonepar associates must never ask for Gifts, regardless of value. 	<p>The above guidelines apply when the host is present. Tickets to sporting or cultural events provided to or by Sonepar associates, but not attended by the host, are considered “Gifts” rather than “Invitations” or “entertainment” and, therefore, all guidelines pertaining to Gifts shall apply. The health and safety of the recipient must always be ensured, and any dangerous activities must be avoided.</p>

Gifts, Invitations, and Travel-Related Expenses continued

5. Offering or Accepting Travel-Related Expenses

Any Travel-related expenses falling under the scope of this Policy must comply with the following principles:

- the travel is related to Sonepar business and does not include any side trips (any side trip will be considered either a Gift or an Invitation, depending on the context, and must be reviewed accordingly);
- the class of travel, type of hotel, and other Travel-related expenses are reasonable and commensurate with the traveler's seniority and the company's policies and practices;
- proposed expenditures comply with local laws and customs; and
- the itinerary is reasonable in relation to the purpose of such travel.

Where Sonepar is covering the travel of a non-Sonepar associate, travel and accommodation must be paid directly and cannot be provided as a per diem.

Sonepar will never approve trips that appear to be provided in exchange for an improper business advantage.

6. Additional Rules for Public Officials

In addition to the rules detailed above, the following additional rules must be strictly followed for Gifts, Invitations, or Travel-related expenses offered to Public Officials:

- Rules issued by Governments and specific instructions contained in Regional Policies must be strictly followed. Note that the pre-approval requirements and thresholds for Gifts and Invitations to Public Officials may be stricter than those applicable to non-government third parties.
- Before offering any Gifts or Invitations to a Public Official, seek guidance under local law and any applicable international laws to ensure appropriateness, considering the person, circumstances, and location.
- Approved Gifts, Invitations and Travel-related expenses must not influence the award, renewal, or modification of a contract, nor secure or reward favorable treatment in connection with Sonepar's activities.
- Gifts, Invitations, and Travel-related expenses must only be related to a genuine business purpose.

In case of any doubt, always consult the Legal, Risk & Compliance Department.



7. Seminars and Offsite Trips

Seminars and offsite trips organized by Sonepar including Business Partners, or organized by Business Partners including Sonepar associates, must comply with the following rules:

- The event must have a direct business or professional objective (e.g., product training, technical presentations).
- Unless approved in writing by the relevant SEC member, the agenda should primarily include work sessions, site visits, or training.
- If organized by Sonepar, unless approved in writing by the relevant SEC member, the event must take place in a country where the Group operates.
- Travel, expenses, and hospitality must be reasonable, proportionate, and transparent. Luxury travel, hospitality, or entertainment is prohibited unless pre-approved and justified.
- The organizer must be present throughout the event.
- Invitations must not be offered to or accepted from Business Partners during open tenders or ongoing contract negotiations.
- Rotate participants from the same customers (e.g., invite different departments or roles each year). If you invite the same individual again, provide written justification (e.g., technical expertise required for the event).
- Spouses, domestic partners, and family members may not participate, except at their own expense, outside professional time, or with specific written approval from the relevant SEC member.
- All expenses must be declared, documented, and traceable.
- The purpose, attendees, and business context for all customer-related expenses must also be documented.

8. Mandatory Procedure for Giving or Receiving Gifts, Invitations and Travel-Related Expenses

A four-step procedure:

Step 1. Check if Appropriate

Before giving or receiving any Gifts, Invitations, and Travel-related expenses, always ensure they comply with this Policy and the applicable Regional Policy.



Step 2. Seek Approval

Before making any commitment, and where required by your local policy, obtain pre-approval for the expense.



Step 3. Accounting and Reporting

All expenses related to Gifts, Invitations, and Travel-related expenses must be properly and accurately recorded in Sonepar books and records.



Step 4. Keep Record

All documentation relating to Gifts, Invitations, and Travel-related expenses falling under this Policy must be properly recorded and maintained by Sonepar OpCos, in a format consistent with any local record-retention policy, and must be made available upon request for audit purposes.

Gifts, Invitations, and Travel-Related Expenses continued

9. Summary – Making the Right Choice

What is reasonable or appropriate is not the same in every situation. The boundary between what is acceptable and what is not is sometimes unclear. Such situations must be assessed

on a case-by-case basis, considering the specific circumstances and local customs. Ask yourself the following questions:



10. How to React in Case of Excessive or Inappropriate Requests?

It can sometimes be difficult to refuse a Gift or an Invitation. In some countries, business Gifts and Invitations are not considered Corruption and refusal may even be perceived as offensive.

In such circumstances, it is recommended to:

- politely decline and explain that accepting the offer would violate this Policy and Sonepar's Code of Conduct; and
- report the offer to management and/or the Legal, Risk & Compliance Department, even if it was not accepted.

If an associate receives a Gift that is not appropriate under this Policy but refusing it would be considered offensive, the Gift if may be accepted. The associate must promptly report it to their manager, who will determine the appropriate course of action. This may include, for example, donating the Gift to charity or organizing a random giveaway (e.g., a lucky draw) among Sonepar associates. How the Gift is eventually disposed of must be recorded, and these records must be readily available for inspection upon request.

Examples:

Scenario #1

A manufacturer has supplied a Sonepar OpCo with defective products. The OpCo's supply chain manager must work with the manufacturer to determine the root cause of the defect, as well as corrective actions. To facilitate this, the manufacturer offers to pay the supply chain manager's airfare and hotel for a visit to the facility at a cost of \$600. Can we accept?

Answer

The supply chain manager must apply the Policy and obtain pre-approval. If approved, the supply chain manager may accept the travel expenses.

Scenario #2

A supplier offers a Sonepar associate a watch with the supplier's logo. Can it be accepted?

Answer

If it is a modest-value promotional watch, it may be accepted. If it is of significant value, the associate must decline the Gift and notify their manager.

Scenario #3

As an associate overseeing all real estate activities for a Sonepar OpCo, I am offered six expensive bottles of champagne for Christmas from our exclusive real estate consultants. Can I accept this Gift?

Answer

No. It constitutes, or can be perceived as, a personal benefit and provides no benefit to my OpCo.

Scenario #4

Same situation as above, but I am offered two tickets for a local sporting event in my town. No additional entertainment or travel is involved, and the consultant will also attend. Can I accept this invitation?

Answer

Yes, if the cost is reasonable, it appears to be offered in good faith, and no contract involving the consultant is under review or consideration at that time. You must inform your manager about the Invitation.



Sale of Non-Core Products

Scope: Applicable to all Sonepar Group
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1. What Are Non-Core Products?

“**Non-Core Products**” are items that fall outside the standard product categories typically distributed by a Sonepar OpCo in its regular business operations.

Depending on the OpCo, examples of Non-Core Products may include, without limitation:

- TVs, home appliances, video, stereo;
- gaming, entertainment systems;
- furniture;
- sporting goods;
- vehicles and related accessories;
- computers;
- phones;
- recreational vehicles and equipment;
- boats and/or boating equipment;
- travel packages;
- artwork;
- clothing; and
- jewelry.

2. What Is at Stake?

Sonepar OpCos may occasionally receive requests from customers to purchase goods not usually distributed by the OpCo.

Such requests may sometimes come from individuals who are acting in violation of their company’s internal policies or, in some cases, attempting to commit fraud.

3. Principles and Requirements

Except for Non-Core Products that are typically stocked at an OpCo and/or included in an OpCo’s catalogued product offerings, no OpCo or associate may sell Non-Core Products without following this Policy and the mandatory four-step procedure described below. Compliance with this Policy will be audited periodically.

Note: In addition, no associate may sell products, goods or services to a customer or end-user if the associate knows, or should reasonably know, that such products, goods or services will not be delivered to that customer or end-user.

The sale of Non-Core Products must always respect the following Basic Principles:

- It must be **approved by management-level individuals** with proper authority within the customer’s organization.
- It must **comply with all applicable laws**, including, but not limited to, anti-corruption, influence peddling and tax regulations.
- It must not **defraud any individuals or entities** (including the customers and management within the customer’s organization).
- It must be made in good faith.
- It must **not create the appearance** (or an implied obligation) that the Non-Core Products are provided in exchange for, or in anticipation of, preferential treatment, new business, better pricing, or improved terms of sale.
- It must be **reasonable and appropriate** to the circumstances.
- It must **not give rise to**, or be seen as giving rise to, a **Conflict of Interest**.
- It must **not cause reputational harm** to Sonepar or the Non-Core Products purchaser if publicly disclosed.

Each Region or Country must draft and implement a local Policy outlining:

- applicable Region/Country approval thresholds;
- any additional and/or more restrictive standards than those set in this Policy;
- local practical examples.

This local Policy will be regularly updated, and any update must be communicated to the Group General Counsel and the VP Legal and Compliance as soon as available and, in any case, before deployment.

Local policies must be made available to associates and appropriate information and training must be provided where necessary to ensure proper understanding and effective enforcement.



4. Mandatory Procedure

Step 1. Check if Appropriate

Before selling any Non-Core Products, verify that the sale complies with this Policy and the applicable local Policy.



Step 2. Approval

Prior to any commitment, written approval must be obtained in accordance with the applicable regional or local Policy.



Step 3. Accounting and Reporting

When the sale of the Non-Core Product is approved, it must be properly documented and accurately invoiced to the Customer in accordance with Sonepar OpCo procedures. All such products must be clearly identified on the invoice or other billing documents.



Step 4. Keep Record

All documentation related to Non-Core Product sales must be retained in a secure and accessible format, available for audit upon request.

Example:

Scenario

One employee of a corporate customer comes to you in a Sonepar branch and asks you to sell him a TV at the current market price with delivery to his home address. TVs are not part of the OpCo's product catalogue. As it is at the market price, can you accept to do it?

Answer

No, you cannot. The request should be declined for several reasons:

- The employee is seeking to purchase the TV for personal use, not on behalf of their company, and requests delivery to a private address. This creates a high risk of personal benefit and a lack of transparency.
- TVs are not part of the OpCo's standard product catalogue, and selling Non-Core Products outside approved procedures is not permitted.
- Such a transaction could breach internal controls and compliance policies, including those relating to conflicts of interest, anti-bribery, and anti-fraud.
- Accepting this request may expose both you and Sonepar to reputational and legal risks.

You must politely refuse the request and immediately report it to your manager or compliance officer.

Sale of Non-Core Products continued

Examples:

Scenario #1

Sonepar is responsible for overseeing electrical material purchases at a customer's construction site. Most of the purchased products are wire and cables. You are asked to purchase iPads, on the customer's behalf, to be delivered on the site and to use wire and cable product code for purchase purposes. What should you do?

Answer

You must refuse to purchase the iPads. This request should be declined for several reasons:

- Delivery of iPads to a construction site is not part of the standard business activities for this project, which focuses on electrical materials such as wire and cables.
- Using a wire and cable product code to purchase iPads is a clear violation of Sonepar's policies and procedures. This constitutes misrepresentation and may be considered fraud.
- Such actions undermine transparency and could expose both you and Sonepar to legal, financial, and reputational risks.

You must politely refuse the request and immediately report it to your manager or compliance officer.

Scenario #2

A supplier has requested that you offer tickets to your customers for a designated market fair that they are promoting. Additionally, the supplier has asked that you provide travel packages including hotel accommodations, using the credit the customers have with Sonepar. What actions should you take?

Answer

You may offer entry tickets to customers for a business promotion event, provided this is permitted under Sonepar's policies and local regulations. However, you must decline the request to provide travel packages (including hotel accommodations) using customer credit. This is because:

- Offering travel packages falls outside Sonepar's standard business activities and could create additional legal and financial liabilities.
- Travel agency activities are regulated in many countries and may require specific licenses or compliance measures.
- Using customer credit for purposes not directly related to Sonepar's core business may breach internal controls and compliance standards.

Politely refuse the request to provide travel packages, and consult your manager or compliance officer if you have any doubts. Always ensure that any promotional activities are transparent, compliant with applicable laws, and do not expose Sonepar to undue risk.



Facilitation Payments

Scope: Applicable to all Sonepar Group
Updated: December 9, 2025

First release: June 15, 2020
Version: 2

1. What Is at Stake?

A **“Facilitation Payment”** – also known as a “speed” or “grease” payment – is an unofficial payment made to a Public Official to expedite the performance of a routine governmental action that the official is already obligated to perform. These payments are typically made to accelerate services such as:

- issuance or renewal of passports or visas;
- customs clearance;
- construction or operating permits.

Facilitation Payments are illegal in most jurisdictions and are considered a form of Corruption under international anti-bribery laws, including:

- the OECD Anti-Bribery Convention;
- the U.K. Bribery Act 2010;
- the U.S. Foreign Corrupt Practices Act (FCPA).

Even where such payments may be tolerated locally, they are strictly prohibited under Sonepar’s global compliance standards.

2. Principles and Requirements

Sonepar prohibits Facilitation Payments regardless of local customs or practices, except in cases where refusal would pose an imminent threat to personal health or safety.

This prohibition applies to:

- all Sonepar associates;
- all Business Partners acting on behalf of or in connection with Sonepar.

If you are asked for a Facilitation Payment:

Step 1

Decline the request and explain that Sonepar’s Code of Conduct prohibits such payments.



Step 2

Request written documentation if the request persists, including:

- Identity of the requester;
- Signature of an authorized official;
- Official letterhead.



Step 3

Report the incident immediately to your manager and the Legal, Risk & Compliance Team.



Step 4

If your health or safety is at risk:

- Seek guidance from the Legal, Risk & Compliance Team if time permits;
- Otherwise, take necessary action to ensure your safety;
- Once safe, report the incident and any payment made, along with full context and documentation.



Step 5

All Facilitation Payments, regardless of amount, must be accurately recorded in your OpCo’s books and must not be disguised as administrative fees, donations, or other categories.

Facilitation Payments continued

3. Third-Party Controls

Sonepar prohibits Facilitation Payments by third parties acting on its behalf, including agents, brokers, and customs intermediaries. Appropriate due diligence and contractual safeguards must be implemented to ensure compliance.

4. Audit and Training

Compliance with this Policy will be subject to regular audits. All associates and relevant Business Partners must complete mandatory training on anti-corruption and facilitation payment risks.

Examples:

Scenario #1

Sonepar is seeking to expand a warehouse and needs a permit for an access road to complete the project, which is substantially delayed due to construction issues. The local permitting office will issue the permit, but it is well known that this will take several months. An official offers to expedite Sonepar's permit for a cash payment of \$200. What should you do?

Answer

Decline the offer and report the solicitation. Sonepar prohibits all Facilitation Payments.

Scenario #2

An excellent candidate has been waiting for a work visa for several months. One of your best friends works at the immigration office responsible for issuing work visas. Can you ask them, in exchange for a concert ticket, to speed up the issuance process?

Answer

This constitutes a Facilitation Payment and is prohibited. Only official channels may be used.

Scenario #3

While traveling to an unstable country, you are stopped at a checkpoint and asked for a small fee to proceed. Should you pay?

Answer

If you feel unsafe, you may make the payment to protect yourself and must report it immediately.



Political Contributions

Scope: Applicable to all Sonepar Group
Updated: December 9, 2025

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Version: 2

1. What Is at Stake?

Political Contributions present a Corruption risk because they can be used to channel improper payments to Public Officials. Even when not serving as a subterfuge for Bribery, Corruption or Influence Peddling, such contributions may give rise to a Conflict of Interest or an appearance of impropriety.

“**Political Contributions**” include any contribution, whether made in cash or in kind, to support a political cause, party, candidate, campaign, or official. Contributions in kind may include, without limitation, gifts of property or services, advertising, or promotional activities endorsing a political party.

2. Principles and Requirements

Associates may participate in the political process using personal funds or by volunteering for campaigns. Such activities must be performed on an associate’s own time. Under no circumstances may associates use company resources or the Sonepar name in connection with their personal political activities or contributions.

Sonepar maintains a policy of political neutrality and will authorize political contributions only under exceptional circumstances, subject to rigorous due diligence and oversight.

Local policies may impose stricter rules than this Policy and may prohibit any political contributions.

All Political Contributions must comply with applicable local and international laws, including OECD Anti-Bribery standards and UN Global Compact principles. Local legal review is mandatory prior to any commitment.

The payment of a Political Contribution by any Sonepar OpCo is subject to strict compliance with this Policy and the below four-step procedure which is mandatory and will be audited.

3. Mandatory Procedure

Step 1. Due Diligence

Verify that the contemplated Political Contribution meets the following criteria and complete the due diligence questionnaire in Appendix 1:

- It does not breach any applicable laws and regulations;
- It will not be used to encourage or reward any person to secure business, influence the award of a contract, or obtain a favorable decision.

If both criteria are met, proceed to Step 2.



Step 2. Seek Approval

Before committing to the Political Contribution, obtain prior written authorization from the Regional President after review by the Regional General Counsel, using the request form in Appendix 2.



Step 3. Accounting and Reporting

Upon receipt of written authorization, payment of the Political Contribution must be properly and accurately recorded in the OpCo’s books and records.



Step 4. Keep Record

All Political Contributions must be properly authorized, documented, and recorded. Records must include:

- identification of the recipient;
- copy of the prior internal approval;
- confirmation of prior legal review; and
- proof of payment.

Records must be readily available upon request.

Political Contributions continued

Appendix 1 – Political Contribution – Due Diligence Questionnaire

The following checklist must be used as a basis for determining whether a Political Contribution is appropriate.

- 1. How did this Political Contribution opportunity arise?**
If the idea originated internally: provide the name, position, and connection of the associate with the intended recipient?
If the idea originated externally: describe the context and attach any relevant supporting documents.

- 2. What is the full name of the intended recipient?**

- 3. What is the amount of the proposed contribution?**

- 4. What is the stated purpose of the contribution?**

- 5. Will the contribution be made directly or through a third party?**

- 6. Will Sonepar be provide any in-kind support to the recipient?**

- 7. What political offices, positions, or decision-making processes could be impacted by this contribution?**

- 8. What is the reputation of the intended recipient at the local level?**
Use public sources (e.g., internet searches) and, where available, our due diligence database or trusted local contacts.

- 9. Could the proposed contribution be considered inappropriate or unusual in this country or culture?**

- 10. Is the contribution fully compliant with all local laws and regulations?**
Attach relevant documentation supporting your answer.

- 11. Has Sonepar already made any contribution in cash or in-kind to this recipient?**
If yes, when, what type, and how much?

Did Sonepar receive any benefit in return?

- 12. Does the intended recipient, or anyone connected to them, have current or potential influence over Sonepar’s business?**

- 13. Would Sonepar derive any direct or indirect benefit from this contribution?**

To be dated and signed by the requestor

Date: _____ Signature: _____

Appendix 2 – Request for Authorization of Political Contribution

To be sent to the Sonepar General Counsel and the Regional President together with the duly completed Appendix 1 – Political Contribution Due Diligence Questionnaire

Name of requestor: _____

Position: _____

Name of the Sonepar operating company: _____

Country: _____

Region: _____

The Sonepar Operating Company intends to make the following political contribution:

Name of recipient: _____

Value: _____

If in-kind, details and equivalent monetary value: _____

Country: _____

Date/period: _____

Purpose: _____

I hereby certify that, to the best of my knowledge, this Political Contribution complies with all applicable laws and regulations and is not intended to obtain, or perceived as obtaining, any improper advantage in existing or potential business transactions.

Please find attached the completed and duly documented Appendix 1 – Political Contribution Due Diligence Questionnaire.

I hereby request your prior written authorization.

Place: _____

Date: _____ Signature: _____



Lobbying

Scope: Applicable to all Sonepar Group
Updated: December 9, 2025

First release: June 15, 2020
Version: 2

1. Purpose

This Policy establishes the principles and procedures governing lobbying activities by Sonepar associates and external representatives, ensuring compliance with Sonepar's Code of Conduct, applicable laws, and international best practices.

2. What You Need to Know

"Lobbying" means any activity undertaken by an organization (company, association, NGO, trade union, etc.) intended to influence public decision-makers (including state, local and federal agencies and officials, legislators, ministries, regulatory authorities, international bodies, the European Commission, etc.) regarding laws, regulations, or policy decisions.

Engaging in lobbying activities presents both risks and opportunities for Sonepar:

- **Reputational Risk:** If lobbying activities are not properly regulated or lack transparency, they may be perceived as attempts to exert undue influence. Many jurisdictions (including the E.U., U.S., and Canada) have established strict requirements for transparency, disclosure of agendas, and registration of lobbyists to mitigate such risks.
- **Strategic Opportunity:** When conducted ethically and transparently, lobbying enables Sonepar to safeguard its interests, anticipate and adapt to regulatory developments, and contribute constructively to the shaping of industry standards and public policy.

3. Principles

- **Integrity & Transparency:** All lobbying must be conducted with integrity, transparency, and in compliance with Sonepar's Code of Conduct and anti-corruption policies.
- **Compliance with Laws:** Associates must comply with all applicable local, national, and international laws, including registration and disclosure requirements.
- **No Improper Influence:** Offering, promising, or providing undue advantages, gifts, or favors to influence decisions is strictly prohibited.
- **Separation of Personal Activities:** Associates may participate in personal political activities only in their own name and never on behalf of Sonepar.

4. Mandatory Procedure

Each Region and Country must implement and regularly update a local Policy to ensure compliance with local laws and regulations, by explaining who is authorized to engage in lobbying on behalf of the Company and the record-keeping process related to lobbying initiatives, where applicable.

2.1 Approval Requirement

All lobbying activities undertaken on behalf of Sonepar must receive prior written approval from Region General Counsel. No associate or external lobbyist may engage in lobbying without documented authorization.

2.2 Prohibition of Improper Influence

Any attempt to improperly influence public officials, regulatory authorities, or other decision-makers is strictly prohibited. Lobbying must be conducted transparently, honestly, and with integrity. Associates and external lobbyists must not offer, promise, or provide any undue advantages, gifts, or favors to influence decisions. Any lobbying for corrupt or illegal purposes, or obtaining unfair competitive advantage, is strictly forbidden.

2.3 Record-Keeping Requirements for External Lobbyists

All external lobbyists engaged by Sonepar must maintain comprehensive records of their lobbying activities, including:

- the scope and nature of lobbying initiatives;
- the identity of public officials or agencies contacted;
- dates and topics of interactions;
- any expenses or payments related to lobbying.

These records must be submitted to the Region General Counsel on a quarterly basis, or as otherwise required by law. Where applicable (e.g., France, E.U., U.S., Canada), external lobbyists must be registered in the relevant lobbyist registries and comply with all local disclosure and reporting obligations.

2.4 Monitoring and Review

Records and lobbying activities may be audited to ensure compliance. Any suspected breach of this policy must be reported immediately to the Legal, Risk & Compliance Department.



Charitable Donations and Sponsorships

Scope: Applicable to all Sonepar Group
Updated: December 9, 2025

First release: June 15, 2020
Version: 2

1. What You Need to Know

Sonepar actively supports local communities through donations, sponsorships, and volunteer activities through associate-led initiatives.

Monetary and product donations are made to local communities to support social, educational, and humanitarian projects.

Contributions can take two forms: Charitable Donations and Sponsorship.

“Charitable Donations”: a donation, in cash or in kind, to an organization of general interest (arts and culture, science, education, humanitarian/social projects, research, etc.) for the conduct of its activities without any expectation of reciprocal benefit. Contributions to industry associations or fees for memberships in organizations that serve business interests are not considered donations.

“Sponsorships”: material or financial support given to an event, person, or organization with a view to deriving a direct benefit, particularly in terms of visibility and image.

2. What Is at Stake

Sonepar is a responsible stakeholder, a good neighbor, and an engaged corporate citizen, committed to supporting the communities where it operates.

In addition to fulfilling its civic responsibilities, contributions and Sponsorships help strengthen Sonepar’s reputation and may create opportunities to develop constructive business relationships.

Charitable Donations and Sponsorships must only be made under lawful, ethical, and transparent circumstances to mitigate legal and reputational risks associated with unethical conduct. Sonepar strictly monitors Charitable Donations and Sponsorships to ensure they do not constitute Bribery, Corruption or Influence Peddling.

Charitable Donations and Sponsorships continued

3. Principles and Requirements

This Policy outlines the mandatory approval process that must be followed for all Charitable Donations and Sponsorships and is to be applied in conjunction with the Gifts Invitations and Travel-Related Expenses Policy, as well as the Conflict of Interest Policy.

Each Region must implement and regularly update a Regional Policy (or ensure deployment at local level) outlining:

- applicable regional approval thresholds;
- any additional and more restrictive standards than those set out in this Policy; and
- local practical examples.

The Regional (or local) Policy and any update thereof must be communicated to the General Counsel and the VP Legal and Compliance as soon as available and, in any case, before deployment.

Regional or local Policies must be made available to associates. Where necessary, appropriate information and training must be provided to associates to ensure proper understanding and effective implementation.

This Policy does not apply to Sonepar- or OpCo-sponsored charitable events or volunteer opportunities (refer to dedicated Policy in this Manual).

✓ What I should do

- Treat members of the local communities in which we do business with respect;
- Be transparent when making donations or engaging in sponsorship opportunities;
- Clearly identify, justify, and document the recipient’s identity and the planned use of a donation;
- Ensure that sponsorship contributions have clear written objectives and support legitimate causes in line with Sonepar’s Purpose;
- Perform appropriate due diligence before launching any donation or sponsorship;
- Make charitable contributions to non-profit or non-governmental organizations only, in compliance with Sonepar policies and applicable local laws and regulations, and only after having obtained relevant approvals.

✗ What I shouldn’t do

- Engage Sonepar in actions inconsistent with our ethical principles and/or which may tarnish our reputation;
- Oblige associates or business partners to donate gifts or funds to philanthropic projects;
- Donate to any person or entity that represents or may represent a potential conflict of interest or influence a business decision;
- Donate without prior extensive due diligence and having obtained applicable approval.

4. Mandatory Procedure

Step 1. Information Collection

Gather all relevant information regarding the contemplated Charitable Donation or Sponsorship:

- details on the charity and/or beneficiary of the Donation or Sponsorship, including proof of non-profit status, where applicable;

- details of the project or event to be funded;
- nature of the Donation/Sponsorship (cash, in-kind), amount, duration, etc.



Step 2. Due Diligence

Check whether the Charitable Donation or Sponsorship meets the following criteria:

- it is not intended to encourage or reward a person to secure business, influence the award of a contract or public bid, or obtain a favorable decision;
- it will not negatively impact the reputation of Sonepar or the OpCo.

In addition, if the Charitable Donation or Sponsorship amount exceeds €10,000 EUR (or the equivalent in local currency), the due diligence questionnaire in Appendix 1 must also be completed.

If all these criteria are met, proceed to Step 3.



Step 3. Seek Approval

Before making any commitment, prior approval must be obtained in accordance with the applicable Regional Policy.

Charitable Donations or Sponsorships of €50,000 EUR (or equivalent in local currency) or above must be approved by the Group General Counsel and the Group

Chief Communication Officer, using the approval request form in Appendix 2. For amounts below this threshold, please refer to the applicable Regional policy.

All pre-approvals must be documented in writing (e.g., e-mail) or via approved reporting systems.



Step 4. Written Agreement

To the extent possible, a written agreement must be signed for each Charitable Donation or Sponsorship

exceeding €2,500, specifying the amount, its intended use, and including an integrity provision.



Step 5. Accounting and Record Keeping

Upon receipt of formal written approval, the Charitable Donation or Sponsorship must be transparently and accurately recorded in the OpCo's accounting records.

Such records should include, where applicable:

identification of the recipient, pre-approval, confirmation of legality of the payment, proof of payment/receipt.

All records must be maintained and retained and readily accessible for audit and compliance review.

Charitable Donations and Sponsorships continued

Appendix 1 – Due Diligence Questionnaire for charitable donation or sponsorship above €10,000 (or equivalent in local currency)

The following questionnaire must be used to determine whether a Charitable Donation or Sponsorship is appropriate. Please complete it to the best of your knowledge.

Provide the entity or recipient’s full name, address, phone number, and email address.

Full name _____

Address _____

Phone number _____ Email _____

What is the legal structure of the recipient organization?

How did you become aware of this Charitable Donation or Sponsorship opportunity?

- If internal: provide the associate’s name, position, and any connection to the recipient.
- If external: describe the context and attach any relevant documentation.

Is the beneficiary directly or indirectly connected to any of our Business Partners or their employees? Please provide details.

What is the value of the proposed Charitable Donation or Sponsorship?

What activities does the charity or recipient perform? Please provide details.

Will Sonepar provide any in-kind support to the recipient?

How will the funds or products be used? Please provide details.

Why was this charity or recipient chosen for the Charitable Donation or Sponsorship?

What is the local reputation of the recipient? Is there any adverse media reports?

Information may be obtained online or from local sources.

Would the proposed Charitable Donation or Sponsorship be inappropriate or unusual in this Country or culture?

To the best of your knowledge, is the Charitable Donation or Sponsorship compliant with local laws and regulations?

Attach all supporting documentation (e.g., entity charter, evidence of non-profit status).

To the best of your knowledge, has Sonepar previously made any contribution, cash or in-kind, to this recipient?

• If yes, when, what, and the value?

• Was any benefit received in return?

Does the recipient or anyone associated with the recipient have current or potential influence on Sonepar's business?

Is there a business purpose for the Charitable Donation or Sponsorship? Please describe.

Will any Public Official benefit personally from the proposed Charitable Donation or Sponsorship in any way?

To be dated and signed by the requestor

Date: _____ Name of the requestor: _____

Name of the Sonepar entity: _____

Charitable Donations and Sponsorships continued

Appendix 2 – Request for approval of charitable donation or sponsorship above €50,000 (or equivalent in local currency)

To be sent with Appendix 1 duly filled in.

To the attention of _____

Name of the requestor _____

Function _____

Name of the Sonepar entity _____

Country _____

Region _____

Name of the requestor _____

On behalf of the Sonepar entity mentioned above, I hereby request authorization to make the following Charitable Donation/ Sponsorship:

Name of the recipient _____

Address _____

Phone number _____

Email address _____

Website _____

Value _____

If in-kind, detail + equivalent in value _____

Country _____

Date/period _____

I hereby certify that, to the best of my knowledge, this Charitable Donation / Sponsorship:

- does not contravene any applicable laws and regulations;
- does not constitute an actual or potential Conflict of Interest; and
- is not intended to obtain any advantage in existing or potential business transactions.

I hereby request your prior written authorization and attach hereto the requested due diligence duly completed, documented and signed.

Thank you in advance for your consideration. I look forward to your response.

Place: _____ Date: _____

Signature: _____



Dealing with Business Partners

Scope: Applicable to all Sonepar Group

First release: June 15, 2020

Version: 1

1. What You Need to Know

Sonepar has defined five categories of **“Business Partners”**:

- Customers,
- Suppliers of Goods for Resale,
- Non-Trade Suppliers and Service Providers,
- Intermediaries,
- Joint-Venture Partners

What Is a Customer?

A **“Customer”** is a legal entity or an individual that purchases a product or a service from a Sonepar company.

What Is a Supplier of Goods for Resale?

A **“Supplier of Goods for Resale”** is a legal entity, generally a manufacturer, from which a Sonepar OpCo purchases finished goods to be re-sold to customers.

What Is a Non-Trade Supplier or Service Provider?

A **“Non-Trade Supplier”**, also known as a **“Service Provider”**, is a legal entity or a person from which a Sonepar entity purchases goods or services to enable its activity, thus intended to be consumed or used by Sonepar rather than by its Customers.

This category also includes subcontractors providing services on behalf of a Sonepar entity.

These goods and services may be recorded in the books as general expenses (such as rent, office supplies or maintenance) but also as cost of sales (such as freight or packaging) or as fixed assets.

What Is an Intermediary?

An **“Intermediary”** is a person who is engaged by a Sonepar company for the purpose of promoting business opportunities (such as the development, distribution, marketing or sales of Sonepar) and/ or gaining entrance into new markets or locations and is put in contact with or in between two or more trading parties. Examples of Intermediaries include agents, sales representatives, consultants or consulting firms, suppliers, distributors, resellers, subcontractors, franchisees, joint venture partners, subsidiaries and other business partners. Both natural and legal persons are included.

Depending on the situation, forwarders, custom agents and shipping companies may be considered as intermediaries.

External central purchasing and sourcing offices that receive a fee or commission on Sonepar sales to their members or affiliates are also considered as Intermediaries.

What Is a Joint Venture Partner?

“Joint Venture Partners” are partners, firms and organizations coming together to perform a specific venture within or for a limited time. A joint venture may be an incorporated entity in which Sonepar holds an interest or a contractual agreement into which Sonepar has entered.

Dealing with Business Partners continued

2. What Is at Stake

Sonepar expects its Business Partners to comply with its high ethical standards and assesses their integrity.

Since Sonepar's reputation can be significantly impacted by Business Partners it chooses to have business dealings with, it is key to work only with Business Partners which comply with Sonepar values and rules of integrity.

3. Policy

Careful **due diligence and monitoring** shall be exercised before and while dealing with Business Partners. Specific contractual provisions are always useful but sometimes not enough to protect Sonepar.

Integrity of Business Partners is evaluated by, among other things, reference to Sonepar's Corruption & Influence Peddling risk mapping and as per a risk-based approach.

Great care shall be used to apply the proper category to qualify a Business Partner. It is important to look at the substance of the relationship and that of the transaction, not just to rely on the contract title or the apparent third-party category.

Sonepar may be exposed to the risk of improper payments being channeled through Intermediaries. For this reason, Sonepar OpCos have deployed since 2018 a specific Group Procedure for Intermediaries.

Compliance with the following procedures is mandatory and will be audited. This Policy replaces and supersedes the Group Master Plan dated July 2018.

4. Procedures

4.1 Procedure Applicable for Third Parties Assessed by the Group

The largest International Business Partners are assessed by the General Counsel's Office. These, as well as their subsidiaries in the Countries where Sonepar operates, therefore do not need to be assessed at Country level.

The updated list of these international Business Partners ("**Third Parties Assessed by the Group**"), including their subsidiaries in each Sonepar Country, is confidentially shared online (via SharePoint) with the Compliance Champions and the designated associate(s) in charge of the Business Partner Assessment.

When needed and upon request, the assessment results of International Business Partners may be shared with the Compliance Champions, who may be provided with data on specific groups or companies.

4.2 Procedure Applicable for Intermediaries

All Intermediaries shall by default be considered as bearing significant risks. Therefore, Sonepar has defined a Group standard procedure to assess, verify and approve Intermediaries.

The **minimum due diligence** to be performed includes an internal questionnaire in Appendix 8 to the Manual and a search for records on an external database, such as Bureau Van Dijk, Dow Jones, AML, TRACE.

If a third party has two relationships with Sonepar, such as a Service Provider who also falls within the definition of an Intermediary, the Intermediary approval process must be applied.

All Countries must:

- Maintain a list of all active Intermediaries;
- Apply the Intermediary Assessment and Due Diligence Procedure set forth in Appendix 7 to the Manual and in order to submit, assess and approve a new Intermediary account; and
- Monitor existing Intermediary accounts.

The Compliance Champion and the manager responsible for the Intermediary in the concerned OpCo must:

- Understand the services to be provided by the Intermediary;
- Be able to confirm that the services are legitimate, lawful and correspond to a genuine business need;
- Establish a factual basis to conclude that the Intermediary is capable of providing the services;
- Complete the due diligences detailed herein; and
- Take steps to ensure the Intermediary will provide services in full compliance with Sonepar's Code of Conduct and all applicable anti-corruption laws and regulations.

Step 1. Assessment and Due Diligence

The Intermediary Assessment and Due Diligence Procedure is set forth in Appendix 7 to the Manual and the Intermediary Due Diligence Questionnaire is available in Appendix 8.

The process shall be performed on the Group online platform TRACE TPMS, with a scoring matrix and a due diligence checklist also available in Appendix 7.

Both must be completed whenever the use of an Intermediary is contemplated, including prior to any renewal or extension of an existing contract with an Intermediary.

If a policy and procedure reflecting the principles set herein is not already implemented, one shall be drafted and implemented either at the regional or country level by December 31, 2020.

The local policy shall be regularly updated. The local policy and any update shall be communicated to the General Counsel and the VP Legal and Compliance as soon as available and in any case, before deployment.

Local policies must be made available to associates and, appropriate information and training must be offered to associates, where necessary, to ensure proper understanding and effective enforcement.



Step 2. Approval

The risk level of the Intermediary determines the approval that must be obtained:

- “High Risk” Intermediaries must be approved in writing on the Group online platform TRACE TPMS by the relevant Regional President or support function SEC member.

- Other Intermediaries must be approved in writing on the Group online platform TRACE TPMS by the Country top manager, if any, or if none by such manager designated by the Regional President.



Step 3. Monitoring

Sonepar monitors the relationship with its Intermediaries to prevent and detect risks such as corruption, cyber and operational risks. Therefore, Country top management, if any, or OpCo top management must implement a monitoring process for accounts once they have been assessed, approved and created.

Monitoring consists of analyzing information gathered from internal and external sources to supplement or update elements considered at the time of the initial risk assessment of the Intermediary, to revise or to confirm its risk level.

By category and risk level, a maximum period shall be defined between two periodic risk assessments. Within this interval, changes and events are captured from internal and external sources, which may lead to an earlier revision of the risk assessment.

If this capture is automated and the quality/number of sources is sufficient, the monitoring may be continuous and replace periodic assessments.



Step 4. Record Keeping

As a minimum, the following data shall be recorded, whether in paper or electronic format (for example, within the ERP), and be readily available for any active account:

- Name of the associate(s) who performed the preliminary assessment of the account and decided to initiate the relationship;
- Date of the request;
- Outcome of the due diligence, where applicable;
- Evidence of remediation, where applicable;
- Analysis supporting the final assessment, where applicable;

- Name of the decision-maker and date of the decision (i.e. name of associate validating, deferring or rejecting account setup, and date of creation, deferral or rejection).

All documentation resulting from due diligence and its outcome (i.e. decisions made) must be kept on file for the duration of the relationship and a minimum of six (6) years after the last payment made to the Intermediary.

Dealing with Business Partners continued

4.3 Procedure Applicable for Intermediaries

Before an OpCo creates, or enters into, a Joint Venture with one or more third parties, it shall perform a due diligence on such third parties similar to that of Intermediaries (see procedure detailed in point 4.2 above and related appendices) and obtain proper approval for the operation as per the Group Approval Matrix.

4.4 Procedure Applicable for Other Business Partners (Customers, Suppliers and Service Providers)

A risk model adapted to the Country's size, business model, environment and risk profile has been defined at Country level and approved by the General Counsel's Office.

It specifies, for each category of Business Partners other than Intermediaries and Joint Venture Partners, the:

- Risk assessment criteria to be used; and
- Nature of the due diligences to be performed according to the risk level.

This risk model shall be reflected in a Country Policy that shall be regularly updated. Any update shall be communicated to the General Counsel and the VP Legal and Compliance as soon as available and, in any case, before deployment.

These policies must be made available to associates and appropriate information and training must be offered to relevant associates to ensure proper understanding and effective enforcement.



Step 1. Assessment and Due Diligence

Associates in the Sales and Purchasing Departments shall gather information and documents concerning the Business Partners with whom they intend to do business. They shall perform a preliminary assessment based on factual criteria, as detailed in the Country Policy.

Prior to engaging in business with a third party, associates shall review and complete the Business Partners Assessment process outlined in the Country Policy.

In higher risk cases, line management, back-office and compliance teams work together to get additional information on the potential Business Partners as required by the Country Policy or through the Business Partners Due Diligence Questionnaire (available in [Appendix 9](#) to the Manual). When appropriate based on the overall risk assessment, additional measures may be implemented to mitigate risks, such as requiring the Business Partner to certify its compliance with applicable anti-corruption laws or including compliance provisions in negotiated contracts.



Step 2. Approval

The risk level determines the approval level:

- In "Low Risk" cases, the preliminary assessment may constitute the final decision.
- The final decision, which must ultimately be validated by the top manager of the OpCo or the manager designated in the Country policy, for the "highest-risk" cases shall be based on due diligence analysis and advice provided by the Compliance Champion.

- In case of disagreement with management on highest-risk cases, the Compliance Champion has a duty to raise the issue with a higher-level executive and may seek the assistance of the VP Legal and Compliance.



Step 3. Monitoring

Sonepar monitors the relationship with its Business Partners to prevent and detect risks such as corruption, cyber and operational risks. Therefore, Country management has implemented a monitoring process for accounts once they have been assessed, approved and created.

Monitoring consists of analyzing information gathered from internal and external sources to supplement or update elements considered at the time of the initial risk assessment of the Business Partner, to revise or to confirm its risk level.

By category and risk level, a maximum period is defined between two periodic risk assessments. Within this interval, changes and events are captured from internal and external sources, which may lead to an earlier revision of the risk assessment. If this capture is automated and the quality/number of sources is sufficient, the monitoring may be continuous and replace periodic assessments.



Step 4. Record Keeping

As a minimum, the following data shall be recorded, whether in paper or electronic format (for example, within the ERP), and be readily available for any active account:

- Name of the associate(s) who performed the preliminary assessment of the account and decided to initiate the relationship; date when the decision was recorded (i.e. name of associate requesting account setup and date of the request);
- Outcome of the due diligence, where applicable;
- Evidence of remediation, where applicable;

- Analysis supporting the final assessment, where applicable;
- Name of the decision-maker and date of the decision (i.e. name of associate validating, deferring or rejecting account setup, and date of creation, deferral or rejection).

All documentation resulting from due diligence and its outcome (i.e. decisions made) must be kept on file for the duration of the relationship and a minimum of six (6) years after the last payment.

Policy 308

Dealing with Business Partners continued

Scope/ Country as of Date	Number of Active Business Partners	Number of Business Partners Assessment and Due Diligence Completed	Number of Business Partners Approved	Number of Business Partners Deferred	Number of Business Partners Rejected	Number of Business Partners Assessed at Group Level	Number of Business Partners Assessment or Due Diligence in Progress	% Completion
Customers		-					-	-
Suppliers of Goods for Resale		-					-	-
Non-Trade Suppliers & Service Providers		-					-	-
Intermediaries		-					-	-
Joint Venture Partners		-					-	-
Total	-	-	-	-	-	-	-	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	
	(2) = (3) + (4) + (5) + (6)					(7) = (1) - (2)		

KPIs – Reporting

Each Country must compute the number of active Business Partners by category including, for each category, the numbers that were subject to a due diligence and the numbers that were approved, deferred and rejected.

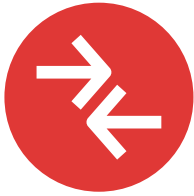
These KPIs must be reported to the VP Legal and Compliance and the VP Risks and Insurance twice a year (end of June and end of December of each year) using the above enclosed template:

The first column, “**Number of Active Business Partners**”, includes all active Business Partners including Third Parties Assessed by the Group.

The “**Deferred**” status is assigned to a Business Partner for which the preliminary assessment and related due diligence have been completed, with some issues (“**red flags**”) requiring to agree on a remediation plan. Such a Business Partner has the “**Deferred**” status pending the remediation plan.

Once the remediation is complete, the Business Partner will move from “**Deferred**” to “**Approved**” or “**Rejected**” if the remediation consisted of terminating the business relationship.

Business Partners whose assessment or due diligence is not yet completed are not “**Deferred**”, but “**In Progress**”.



Acquisitions

Scope: Applicable to all Sonepar Group
Updated: December 9, 2025

First release: June 15, 2020
Version: 2

1. What You Need to Know

The purpose of this Policy is to ensure that Sonepar systematically assesses the Compliance Program and track record of any prospective acquisition target, extending beyond traditional financial and legal due diligence. Compliance-related due diligence must notably address risks related to Corruption, antitrust, data privacy, intellectual property, and economic sanctions.

2. What Is at Stake

Findings from compliance due diligence must be a key factor in evaluating the merits of any acquisition. The Group may be held liable – including retroactively – for acts of Corruption, regulatory non-compliance, or ethical misconduct committed by an acquired entity, whether before or after the transaction. Such exposure can result in investigations, financial penalties, reputational harm, and criminal prosecution.

3. Mandatory Procedure

All acquisitions must follow the procedure and use the due diligence templates provided in the Acquisition Manual (available on the MySonepar). Due diligence must be risk-based and tailored to the target's sector, geography, and risk profile. Any "red flags" or concerns identified must be promptly escalated to the project team leader and the Legal Risk & Compliance team for further investigation and resolution.

Following completion of any acquisition, Sonepar will implement a compliance integration plan to ensure the acquired entity aligns with Sonepar's standards and policies. Ongoing monitoring and periodic audits will be conducted to identify and address any emerging compliance risks.

All due diligence activities, findings, and decisions must be fully documented and retained.

i Examples:

Scenario #1

Sonepar is acquiring a company to increase its market density in a specific area. During due diligence, a team member identifies several major red flags related to compliance topics (e.g., antitrust, data privacy, economic sanctions). What should the team do?

Answer

The team should refer to the Region General Counsel for further assessment of the target noncompliance. Decision to proceed with the acquisition will depend on the red flags identified, if they can be corrected post-closing and what warranties can be given by the sellers.

Scenario #2

Sonepar is acquiring a technology company to strengthen its digital solutions portfolio. During the compliance due diligence, the team discovers that the target company has unresolved issues regarding data privacy compliance (e.g., incomplete GDPR documentation) and questionable ownership of certain software modules. Is this a red flag?

Answer

Yes: there is a risk of claim by a third party against Sonepar if the target does not own the software. the team should require further due diligence on the software ownership to decide whether to proceed or not with the acquisition if the Software is critical for the target's activity.



Accounting and Financial Records

Scope: Applicable to all Sonepar Group (“Sonepar”) associates

First release: June 15, 2020

Updated: December 9, 2025

Version: 2

1. Purpose

To ensure the integrity of financial reporting and compliance with applicable laws and regulations, all accounts should give a true and fair view of the operations; and all financial transactions and business activities must be recorded accurately. All data and assumptions used for estimates must be appropriate, reasonable/conservative, and in accordance with the Group’s instructions and the requirements of the Group Finance Manual.

2. Principles and Requirements

All associates must adhere to the following principles:

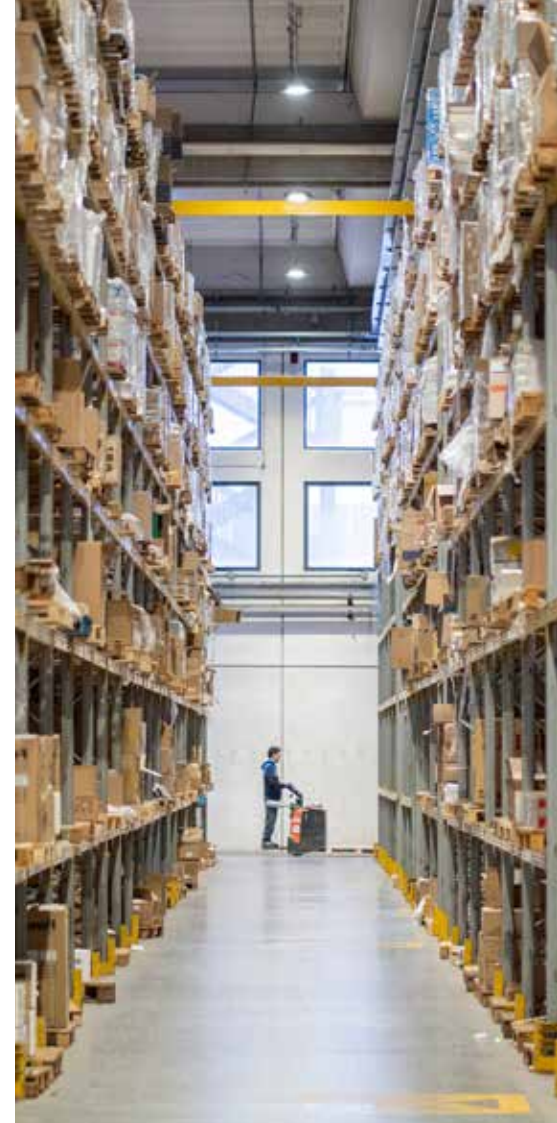
- **Accuracy and Completeness:** All financial transactions must be recorded in the appropriate Profit & Loss accounts with sufficient detail and in a timely manner, in accordance with the Group Finance Manual.
- **Documentation and Justification:** Journal entries must be supported by appropriate documentation. Any discrepancies or unusual transactions must be investigated, documented and justified in a timely manner. Any deviation to IFRS / Sonepar Financial procedures should be first approved by SVP Group Financial Controller.
- **Internal Controls:** All accounting controls defined in the Group Internal Control Manual, particularly those related to anti-corruption measures, or by extension to fraud risks, must be implemented and monitored.
- **Audit Readiness:** All OpCos must maintain books and records that are readily available for internal and external audit. Following auditors recommendations, action plans for remediation are developed and addressed in a timely manner.

Prohibited conduct includes the following:

- No false, misleading, or artificial entries may be made.
- No documents may be falsified or manipulated to conceal improper conduct.
- No records may be created to disguise fraud, Corruption, or Influence Peddling.
- No unusual or improper financial arrangements (e.g., over-invoicing, under-invoicing) may be made.
- No actual transaction, obligation arising in the period or information likely to affect the understanding of the financial statements can be knowingly omitted.

Reporting Obligations: Associates must promptly report any suspected irregularities, including false, misleading, incomplete, or inaccurate records or transactions. All reports will be investigated in accordance with the Group’s compliance procedures.





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