

The charter below has authority to apply in any contractual relationship between Nexter Systems or one of its subsidiaries ("the Group") and a supplier, defined as any legal entity or individual who supplies goods and/or provides a service of any kind on behalf of or for the benefit of the Group.

Introduction

The Nexter group, a world leader in land defence, considers its corporate responsibility to be a major component of its strategy. It takes into account the relationships with all stakeholders, whether they are customers, suppliers, shareholders or, of course, employees.

This approach forms the basis on which the Nexter group facilitates relationships of trust and transparency with its partners and helps to improve its performance. It relies on a number of principles and initiatives, including a clear and transparent corporate governance approach, risk management, effective internal controls, its environmental policy, and the development of improved supplier relations.

Purpose

The signature of this Charter by the Group's suppliers is a key factor of the implementation the Group corporate responsibility. Thus, the supplier adheres to this Charter in relation to any contractual relationship with the Nexter group and agrees to work in accordance with the principles set out below.

Compliance with law

The supplier agrees to comply with all applicable laws, in particular the laws and regulations against:

- Illegal labour;
- Child labour;
- Forced labour;
- Anti-competitive practices;
- Corruption within the meaning of French law and the OECD Convention in particular, and any other laws or regulations applicable in the supplier's country or any other countries concerned.

And more generally, the supplier agrees to comply to the laws and regulations against any breach of human rights.

Employee rights

The supplier agrees to:

- Provide its employees with a safe working environment;
- Ensure equal opportunities and equal treatment in employment matters, avoiding discrimination on grounds of ethnic origin, lifestyle, gender, age, union activities, and political or religious opinions of individuals;
- Promote access to work for disabled workers (subject to local public policy constraints);
- Enable the development of social dialogue and collective bargaining by promoting freedom of expression and allowing all employees to be members of a trade union as required by local law;
- In general, comply with labour laws applicable to its employees.

Prohibition of any fraudulent practice

In its relations with its customers, suppliers, subcontractors, service providers, media, partners and government agencies in particular, the supplier shall refrain from any fraudulent practice, "involvement in" or any act of corruption, whether active or passive, direct or indirect, in any form whatsoever, and with regard to any person (public official or private entity of any nationality whatsoever), for the purpose of obtaining preferential treatment or influencing the result of any negotiations.

It is strictly forbidden to accept or offer any undue advantage, including sums of money "originating from" or for the benefit of a customer, supplier, contractor, service provider, partner, or any third party.

Sustainable development

The supplier must conform to the values of sustainable development and comply with all applicable environmental regulations.

The supplier shall use its best endeavours to implement the necessary actions in order to mitigate its impact on the environment notably in the areas of waste management, air and soil pollution prevention, control of water and energy consumption.

The supplier must in particular ensure that the design of its products takes into account their environmental performance as well as users' health throughout their lifecycle.

Corporate governance

The supplier shall manage its business in accordance with all applicable standards in respect of corporate governance and agrees to give as it may impact the Nexter group, accurate and truthful information with regards to its financial position, strategic orientations and management policy.

Innovation

The supplier undertakes:

- to be proactive in the areas of innovation and continuous progress ;
- only to use intellectual property rights for which it is the legitimate holder or user.

Confidentiality

The supplier agrees not to use the information provided by the Nexter group other than in connection with business discussions between the Nexter group and the supplier and/or to perform services under a contract or order from one of the Nexter group companies.

The supplier agrees to implement security measures (physical and IT) to ensure that information can be accessed on a need-to-know basis only and to guarantee said information against any misuse.

Import - Export

The supplier is advised that all or some of the Nexter group companies sell products that are subject to restrictions relating to military equipment.

The supplier agrees to comply with all regulations applicable to possession, manufacturing and marketing of military equipment, export controls and import controls for any component, subassembly or document containing technical data in the countries where it operates.

Labour and subcontracting

Subject to legal exceptions, the supplier agrees not to offer or use for-profit services whose sole purpose is the supplying of workforce in breach of applicable labour law.

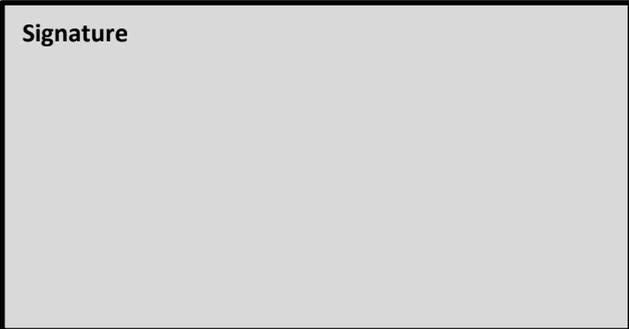
Employee awareness

The supplier agrees to make its employees aware of the various principles set out in this Charter.

Duty to inform and report

The supplier agrees to provide on request all documents evidencing compliance with the undertakings indicated above. Supplier also agrees to provide, in response to regulatory requirements and/or as requested by the Nexter group to comply with its own legal obligations, such information as may reasonably be required.

Furthermore, the supplier agrees to report the Nexter group upon the occurrence of any event likely to affect its undertakings to comply with this charter.

Signature of supplier's duly authorised representative	
Surname:	Signature 
First name:	
Title :	
Date :	
Company stamp:	