



ANTI-CORRUPTION CHARTER

This Charter is intended to specify to our co-contracting parties whosoever (suppliers, customers, partners, hereinafter referred to as 'Co-contracting Parties'), our expectations within the framework of business relationships established with bodies of OLYMPIQUE LYONNAIS Groupe (hereinafter 'OL Groupe')¹.

OL Groupe attaches particular importance to the **ethics** and **integrity** of its business relationships. In accordance with the provisions of the 'Sapin II Law' on transparency and anti-corruption, OL Groupe has a risk prevention and detection policy on corruption and influence-peddling in its relationships with its customers, top-tier suppliers and intermediaries. OL Groupe expects faultless cooperation in this regard from its Co-contracting Parties, and this from the moment they join the preferred supplier list.

OL Groupe expects each of its Co-contracting Parties to undertake:

- **to comply** with the anti-corruption laws, directives and regulations in force governing its activities in the country in which it conducts its business, including the aforementioned 'Sapin II' Law;
- **to prohibit** the awarding or offering of gifts, benefits in kind or financial benefits to any person, where any such payment, promise or benefit has the aim of encouraging this person to perform or refrain from performing any act in violation of its legal obligations or to secure an unfair advantage, or to perform or refrain from performing an act which violates the laws applicable to the activities concerned;
- not to do anything, by neither act nor omission, that is likely to **render OL Groupe liable** for breaching the existing regulations on anti-corruption and influence-peddling;
- to establish and uphold its **own policies and procedures** relating to ethics and anti-corruption;
- to exercise **due diligence** in order to prevent and detect corruption within relationships with its own suppliers, sub-contractors and partners;
- to disclose to OL Groupe, without delay, any real or potential **conflict of interest** in the course of the business relationship;
- **to inform** OL Groupe, without delay, of any event brought to its attention and which could result in obtaining an unfair, financial or any other advantage, within the context of the business relationship;
- **to provide any assistance necessary** to OL Groupe to respond to a request from a duly authorised body relating to anti-corruption;
- **to formally respond to the** anti-corruption form sent, where applicable, by OL Groupe enabling procedures to be set up to assess the position of Co-contracting Parties.

OL Groupe has in place an anti-corruption code of conduct which sets out the regulations intended to limit or prevent situations of corruption or influence-peddling. This code can be provided to our suppliers by request.

The Customer is authorised to take any reasonable measure to monitor strict compliance with the obligations set out in this Anti-corruption Charter.

If a sub-contractor should breach its obligations relating to anti-corruption, OL Groupe may terminate its contractual relationship with the Co-contracting Party without notice.

¹ OL Groupe means Olympique Lyonnais Groupe, a public limited company with a board of directors, entered in the Lyon Trade and Companies Register under the number 421 577 495, having its registered office at 10, avenue Simone Veil – 69150 DECINES Cedex, France, as well as:

1. any profit-making body controlled by Olympique Lyonnais Groupe, the term 'control' having the meaning set out in Article L.233-3 of the Code de commerce (French Commercial Code);
2. any non-profit-making body (association, foundation, endowment fund, etc.) for which Olympique Lyonnais Groupe or one of the bodies controlled by it would become a stakeholder as a member, shareholder or director;
3. OL Association whose relationship with Olympique Lyonnais is defined under the terms of an agreement concluded pursuant to Article L.122-14 of the Code du sport (French Sport's Code).