



***MICHELIN GROUP PRESCRIPTIONS TO
SUPPLIERS - PERSONNEL***

15.03.2021

OPERATIONAL PURCHASING DIRECTION

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1. INTRODUCTION

The purpose of the Michelin Group Prescriptions to Suppliers (Personnel) (hereafter "Michelin Prescriptions") is to set forth the minimum requirements in terms of Personnel that any service or product provider/supplier (the "Supplier") shall adhere to and comply with (i) in order to be down selected and (ii) when performing any service for Michelin.

The Michelin Prescriptions will be made available at <https://purchasing.michelin.com/en/document-area/> and/or on Supplier's written request to Michelin.

The Supplier acknowledges that Michelin may modify, at its discretion, from time to time the Michelin Prescriptions so that they can evolve consistently with Michelin's requirements and agrees to be bound by the terms of the Michelin Prescriptions as modified, provided that Michelin notifies and provides to the Supplier the new version (such notification being made by any means at Michelin's discretion as long as it is a push information such as website, emails, etc...) at least sixty (60) days prior to such Michelin Prescriptions effective date. For the avoidance of doubt, any reiteration by Michelin of applicable Laws and Regulations shall not be construed as a Michelin's modification to the Michelin Prescriptions. The new version of the concerned Michelin Prescriptions will be deemed accepted on the effective date of the new version of the concerned Michelin Prescriptions. If the Supplier demonstrates that the modifications of the Michelin Prescriptions have a material adverse impact on the Supplier for its performance of the Services, then the Supplier shall notify Michelin before the effective date of the modification. In such case Michelin may, at its sole discretion, either (i) withdraw the application of such update to the Agreement in which case the previous version of the Michelin Prescriptions will apply to the Agreement, or (ii) pronounce termination of the Agreement as of right ("de plein droit") before the effective date of the new version of the concerned Michelin Prescriptions.

2. ACCESS TO MICHELIN SITES

Michelin shall provide the Supplier personnel (and its sub-contractors personnel) with access to such parts of Michelin sites as the Supplier reasonably requires upon reasonable notice for the sole purpose of properly providing the services in accordance with the bilateral agreement executed between the parties.

The Supplier shall use Michelin sites and the facilities provided by Michelin solely for the performance of the services.

Michelin may, acting reasonably, refuse admittance to or order the removal from any Michelin sites of any of the Supplier personnel.

The Supplier will comply with Michelin's current rules regarding security or health and safety applicable in Michelin sites as made available to it from time to time by Michelin, together with all applicable statutory rules and regulations and all reasonable Michelin requirements regarding such matters. The Supplier shall ensure that the Supplier personnel also comply with these rules and regulations together with all reasonable Michelin requirements.

Each party shall notify the other of any health and safety hazards at Michelin sites of which it becomes aware. The Supplier shall draw these hazards to the attention of those Supplier personnel engaged in the performance of the services at Michelin sites and shall instruct such persons in connection with any necessary associated safety measures.

3. ACCESS TO MICHELIN SYSTEM AND TO MICHELIN DATA

In accessing the Michelin systems, the Supplier shall procure that all personnel comply with the obligations contained in the applicable Michelin Group Prescriptions.

In accessing to/handling/using Michelin data, the Supplier shall procure that all personnel comply with the obligations contained in the concerned bilateral agreement and/or the Michelin Group Prescriptions and that such Michelin data shall be used only for the purpose of the provision of the services pursuant to the concerned bilateral agreement.

4. SUPPLIER PERSONNEL

The Supplier shall be responsible for appointing the members of its teams.

4.1 SUPPLIER PERSONNEL SKILLS

The Supplier warrants that the Supplier personnel possess the ability, skills, experience, qualities and permits necessary for the proper supply of the services, and that sufficient Supplier personnel are appointed to carry out the services.

4.2 MANAGERIAL AND DISCIPLINARY AUTHORITY

All the Supplier personnel wholly or partly assigned to the supply of the services shall in all circumstances remain under the sole managerial and disciplinary authority of the Supplier, which shall be solely responsible for the administrative and social management of the Supplier personnel, and costs, payments, charges and other disbursements incurred or owing to the Supplier personnel as a result of their carrying out the services.

4.3 PERSONNEL AVAILABILITY AND CONTINUITY

Generally, the Supplier shall endeavour to minimise the impact of any departure or re-assignment to another job of the members of the teams assigned to the supply of the services.

In the event of the unavailability or departure of members of its team, the Supplier undertakes to implement all necessary measures to ensure the continuity of the supply of the services, under the same conditions of quality and within the same time limits. For this purpose, the Supplier shall ensure, after notifying Michelin accordingly and without interruption to the services, the replacement of the unavailable member by a person of equivalent ability. The Supplier agrees to maintain the turnover rate of its personnel mainly dedicated to the performance of the services provided to Michelin to a level that would not have an adverse effect on the Supplier's performance.

In all circumstances, in the event of a change in Supplier personnel within its team, the Supplier shall bear the financial consequences in terms of training in order to transfer the necessary expertise and knowledge to the new member of the team.

Michelin reserves the right to request the replacement of any Supplier personnel who, in the reasonable opinion of Michelin, is incompetent, negligent, engages in misconduct or who fails to comply with any of Michelin's security, health and safety requirements or any other laws and regulations. The Supplier shall then cease affecting such Supplier personnel to the performance of the services promptly upon Michelin's request.

4.4 COMPLIANCE WITH LAWS

Michelin has, in its capacity as client, a number of obligations relating to the personnel employed by a direct contractor and its sub-contracting chain. All the documentation listed in this Michelin Prescriptions shall be made available to the controlling agent.

The Supplier will comply with applicable laws and regulations applicable in its country of origin and in the country where the services are provided on financial compensation, concealed work, (including Articles L. 8221-3 and L. 8221-5 of the French Labour Code), foreign workers (including Articles L. 5221-8, L. 5221-11 and L. 8251-1 of the French Labour Code) and posted workers regarding its staff participating in the provision of the services (whether or not under an employment contract to the exclusion of persons providing services to third parties, external auditors who do not intervene on Michelin's behalf, guests/visitors who do not provide services to Michelin), and warrants that its sub-contractors will comply with such applicable laws and regulations.

A posted worker within the meaning of French labour law is any employee of an employer established and carrying out its activity outside France and who, usually working for him, performs his work at the request of that employer for a limited period of time on the French territory.

The Supplier will also provide Michelin with all documents requested by applicable laws and regulations, including documents listed under Articles D. 8222-5, D. 8254-1, D. 8254-2, D. 8254-3, D. 8254-4, D. 8254-5, L. 1262-4-1 and R. 1263-12 of the French Labour Code, upon signature of the bilateral agreement and every six (6) months thereafter.

The Supplier shall, in particular, ensure that its staff and its sub-contractors' staff perceive a financial compensation conform to the applicable laws and regulations. The Supplier and, as the case may be, its subcontractors, shall carry out the necessary administrative filings and/or pay the applicable social benefits to the bodies authorized to collect them in relation to the staff participating in the provision of the services.

In this regard, Michelin shall not be held liable in case of non-compliance noted by a controlling agent who may serve Michelin with a notice to comply on penalty of being jointly liable, to order its contracting partner to comply with the applicable laws and regulations or to terminate the contractual relationship.

4.5 KEY PERSONNEL OF THE SUPPLIER

The Supplier acknowledges that some key personnel are of particular importance to the fulfilment of the services.

The Supplier warrants, as far as possible, that the key personnel will remain the same and, accordingly, undertakes to the fullest extent possible not to change the assignment of the key personnel for reasons of mere convenience to the Supplier unless it has the written consent of Michelin depending on the circumstances, or unless Michelin requests the change and has legitimate reasons to do so, such as interpersonal incompatibility or of unsuitability for the duties.

In accordance with the Michelin's security constraints and subject to applicable laws and regulations, the appointment of any key personnel, whether at the outset of the bilateral agreement or subsequently, shall be notified to Michelin. Michelin may object to the proposed appointment if it has legitimate grounds for doing so. In such case, the Supplier must as soon as possible propose another person for the appointment, in accordance with the foregoing terms and procedures. At the request of Michelin, the same procedure shall apply to any Supplier's personnel that is to perform sensitive tasks in terms of security.

4.6 BACKGROUND CHECK – NON COMPETE – RESTRICTIVE COVENANTS

Subject to applicable laws and regulations, the Supplier shall carry out the relevant background checks on its Personnel's curriculum vitae in order to validate the qualifications, skills and ethics of such personnel. The Supplier shall refrain from assigning to Michelin, any personnel with inappropriate qualifications, that has been convicted for serious criminal offences and that, in Supplier's reasonable determination, could pose a potential threat to the security of Michelin operations, Michelin systems, Michelin data or confidential information.

The Supplier shall ensure that a written confidentiality undertaking is executed by all personnel assigned to the supply of services to Michelin substantially in the form set out below before commencing to supply those services and Supplier shall provide copy thereof to Michelin upon Michelin's reasonable request, unless the concerned individual is already bound by a similar undertaking via an employment contract or an internal code of conduct and that it receives regular training regarding confidentiality. The costs of the administration and translation of the confidentiality undertaking shall be borne by the Supplier. Should personnel refuse to sign a confidentiality undertaking, these personnel shall not be assigned to the supply of the services.

The Supplier shall not assign to the Michelin's account those personnel that have been engaged in the delivery of services for any Michelin competitor (regardless of whether such services were delivered under the supervision of the Supplier or any third party) during the last three (3) years without having obtained prior formal clearance from Michelin. Exceptionally, in an emergency, the Supplier may assign personnel to the Michelin account without having first obtained formal clearance from Michelin. In such cases the Supplier will declare the personnel within five working days and the Supplier agrees that Michelin may require the immediate removal of the personnel from Michelin's account.

Upon request by Michelin, the Supplier must be able to justify and evidence having performed the above inquiries, verifications and processes. The execution of these processes is subject to audit by Michelin.

ATTACHMENT
FORM OF CONFIDENTIALITY UNDERTAKING

This Supplier Non-Disclosure Agreement form is entered into by **[insert name of individual]** in relation to **[to be completed]** (the "Agreement") between **[Insert name of Supplier entity]** a company incorporated in **[insert place and name]** with offices at **[insert office address]** ("Supplier") and Michelin ("Michelin").

Confidentiality

The confidentiality obligations of Supplier under the Agreement are set out in the Attachment to this Supplier Non-Disclosure Agreement form. The purpose of this document is to ensure that you are aware of and understand your obligations in relation to Michelin confidential information.

The operations of Michelin may involve you receiving or having access to or knowledge of Michelin's commercially sensitive or secret information. It is your responsibility and obligation to maintain the highest professional standards to ensure that this information is properly and professionally handled to protect Michelin's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardise Michelin's reputation and business.

In addition to and without altering the legal obligations you already have to keep information secret, you promise not (except for the purposes of properly performing your obligations for Michelin or unless required to do so by law or any regulatory or investigative authority) either during the course of your engagement on behalf of Michelin or after it has ended, whether deliberately or otherwise, to disclose or communicate any information that is confidential or belongs to Michelin.

You should assume that all information which you come across during your duties, that is not already obviously public knowledge, is confidential. However, information that consists of general know-how or is a matter of your own skills or general or commercial knowledge is not confidential.

Confidential information must not be used to trade on your own account or for trading by other persons such as family or friends. If you use information in this way, you may be subject to criminal penalties.

Before the end of your engagement on behalf of Michelin you must return to Michelin (or, at the discretion of Michelin, destroy) all confidential information without retaining it in any form. All other documents, data, manuals, security keys and other items which are Michelin's property and which may be in your possession or under your control should also be returned at this time.

A breach of any of the responsibilities set out in this document may constitute misconduct and may result in summary dismissal by the Supplier.

Please indicate that you have read and understood the responsibilities set out in this document by signing and returning.

Signature:

Name (Print Name):

Date:

ATTACHMENT TO THE FORM OF CONFIDENTIALITY UNDERTAKING

SUPPLIER CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT

[To be completed together with, as the case may be, the confidentiality obligations contained in the Michelin Prescriptions]