INFRAS GROUP

Partner Integrity Code

Ethics, compliance and responsibility requirements applicable to business partners



Message from the Chairman



Our reputation is our most valuable asset, and we share it with you. Every contract we sign is a promise of excellence, transparency and positive impact.

For Infras, a true partnership is not chosen solely on financial or technical criteria, but on a shared vision of integrity. Absolute rejection of corruption, fair competition and the protection of workers on our sites are the fundamental pillars of our alliance.

This Integrity Code is a direct extension of the **Infras Group Code of Ethics**. It reflects our firm determination to extend our principles and requirements to all our business partners in order to build, together, an exemplary value chain.

> *By adhering to this Code, you protect our shared activities and establish yourself as a trusted reference player in our industry.*

Arnaud de Rugy
Chairman of the Infras Group



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1. Scope and commitment

Article 1.1 — Purpose and scope

This Partner Integrity Code (hereinafter the "Code") sets out the minimum ethics, compliance, social and environmental responsibility requirements that the Infras Group imposes on all its business partners.

Applying to our partners and third parties the principles of zero tolerance and responsibility set out in the Infras Group Code of Ethics, this document supplements the applicable contractual provisions and forms an inseparable foundation of any business relationship with our Group. The Partner's adherence to this Code is formalised by signing the *Partner Ethics and Compliance Commitment*.

The term **"Partner"** refers, without restriction, to:

1. subcontractors, co-contractors (members of consortia or joint ventures) and suppliers;
2. consultants and experts;
3. any service provider working for or on behalf of Infras.

This Code applies to all operations of the Infras Group.

Article 1.2 — Flow-down effect

The Partner undertakes to pass on, apply and enforce requirements equivalent to those of this Code with its own subcontractors, suppliers and co-contractors working on the projects or assignments entrusted by the Infras Group.

Article 1.3 — Prior declarations and assessments (due diligence)

Before any contract is signed or partnership renewed, the Partner undertakes to:

- submit to the Infras Group's integrity verification process (*due diligence*);
- complete the compliance questionnaires sent by the Infras Group accurately, truthfully and in full;
- provide all required supporting documents on its administrative structure and beneficial owners.

2. Business conduct and prevention of corruption

Article 2.1 – Legal and regulatory compliance

The Partner undertakes to comply scrupulously with all national laws and regulations applicable in the countries where it operates, as well as with the international standards and conventions governing its activity. In particular, it complies with international economic sanctions and embargo regimes.

Article 2.2 – Combating corruption and influence peddling

Infras applies a zero-tolerance policy towards corruption and fraudulent practices. The Partner shall refrain from any act of corruption, any collusive arrangement intended to distort competition, any coercive or intimidating practice towards individuals, and any act of obstruction intended to impede an audit or investigation.

- The Partner shall not offer, promise, solicit, grant or receive, directly or through an intermediary, any undue advantage (financial or otherwise) for the purpose of obtaining or retaining a contract, an administrative authorisation or an undue privilege.
- This prohibition applies to public officials and civil servants, as well as to private-sector actors.

Article 2.3 – Prohibition of facilitation payments

The Partner is strictly prohibited from making facilitation payments (small informal sums paid to public officials to speed up routine administrative formalities). Local operational constraints can under no circumstances justify the use of such practices.

Article 2.4 – Gifts, hospitality and tokens of courtesy

Gifts, meals and hospitality offered or received by the Partner must remain reasonable, proportionate, transparent and in accordance with local laws and customs. They must never influence, or appear to influence, a decision.

- **Prohibitions:** gifts of cash or cash equivalents, facilitation payments, and any gift or hospitality during a tender or contract negotiation are prohibited.
- **Prior notification:** on contracts held by the Infras Group, the Partner, including any subcontractor, shall inform the Infras Group in writing and in advance of any gift, hospitality or payment of expenses envisaged for the benefit of the client, the supervising engineer or a public official, excluding promotional items and ordinary working meals. The Infras Group may object.

Article 2.5 – Sponsorship, patronage and political contributions

- **Political neutrality:** the Partner is strictly prohibited from making political donations or financing partisan activities in the name or on behalf of the Infras Group.
- **Patronage / sponsorship:** patronage or sponsorship initiatives undertaken by the Partner must never be used to conceal an act of corruption or to influence a business decision relating to Infras Group projects.

Article 2.6 – Prevention of money laundering and fraud

- **Traceability:** the Partner guarantees the transparency of its financial transactions. Payments must be made through traceable banking channels and to accounts opened in the name of the contracting entity.
- **Document integrity:** the Partner shall not falsify any documents (site reports, audit reports, invoices, timesheets). Any intentional deception is classified as fraud and sanctioned immediately.

Article 2.7 – Prohibition of commercial intermediaries

The use of sales agents, business introducers, brokers or intermediary consultants is strictly prohibited, both for the Infras Group and for all its Partners. It is strictly forbidden to engage a third party, directly or indirectly, to negotiate, solicit or secure a contract or an administrative decision, or to pay such a party any form of commission, finder's fee or representation fee.



3. Fair dealing, competition and conflicts of interest

Article 3.1 – Free competition

The Partner undertakes to comply with competition law. It shall refrain from any unlawful agreement with competitors, in particular regarding price fixing, market sharing, bid rigging or the disclosure of non-public strategic information.

Article 3.2 – Conflicts of interest

A conflict of interest arises when the personal, family or financial interests of the Partner (or of its employees) interfere with its impartiality in the course of its assignment for the Infras Group.

- The Partner undertakes to avoid any actual, potential or apparent conflict of interest.
- Any direct or indirect personal, family or financial relationship between an employee of the Partner and an employee of the Infras Group (or of the end client) must be immediately declared in writing to the Infras Group.

Article 3.3 – Professional ethics in assignments and technical integrity

Deliverables (studies, inspections, technical opinions, works supervision) provided by the Partner must be carried out with technical rigour and absolute independence. The Partner must not yield to any financial or commercial pressure intended to conceal technical non-conformities in the works.



4. Social responsibility, human rights and the environment

Article 4.1 – Human rights and labour rights

The Partner respects the Universal Declaration of Human Rights and the Fundamental Conventions of the International Labour Organization (ILO).

- **Fundamental rights:** absolute prohibition of forced labour, servitude, child labour and any form of human trafficking.
- **Fairness and non-discrimination:** guarantee fair treatment, regardless of gender, origin, religion, nationality or disability. Promote gender diversity and the inclusion of women on sites and in technical roles.
- **Local roots:** respect the rights, lands, cultures and dignity of the populations and communities living near the projects.

Article 4.2 – Occupational health and safety ("Zero Accidents" objective)

The protection of human life takes precedence over any economic consideration or site emergency.

- The Partner undertakes to provide its staff with a safe and healthy working environment that complies with international HSE standards.
- It provides appropriate personal protective equipment (PPE) free of charge and ensures that it is strictly used.
- **Right to withdraw:** the Partner guarantees its teams the ability to immediately stop any task presenting serious and imminent danger.

Article 4.3 – Environmental protection and eco-design

The Partner endeavours to minimise the environmental impact of its activities. It undertakes to comply with environmental regulations, optimise the use of natural resources, manage waste and effluents rigorously, and support the Infras Group in designing sustainable engineering solutions.

5. Confidentiality, data protection and assets

Article 5.1 – Confidentiality and intellectual property

- The Partner undertakes to maintain the confidentiality of all technical, financial or strategic information provided by Infras. This obligation remains in force during and after the end of the contractual relationship.
- Methodologies, plans, patents and engineering tools created or made available by the Infras Group remain the exclusive property of the Group.

Article 5.2 – Security and cybersecurity

The Partner implements the technical and organisational measures necessary to ensure the protection of Infras's information systems. It undertakes to comply with applicable personal data protection regulations (in particular the GDPR and applicable local laws) when processing data relating to the teams, experts and third parties working on the projects.



6. Governance, alerts and contract monitoring

Article 6.1 – Whistleblowing and reporting system

Any Partner faced with an unlawful solicitation or an ethical doubt, or who observes a breach of the provisions of this Code (by its employees, a third party or an employee of the Infras Group), must immediately raise an alert.

- **Dedicated channel:** ethique@infrasgroup.com
- **Guarantees:** Infras guarantees the strict confidentiality of reports. No Partner will be subject to retaliation for having raised an alert in good faith.

Article 6.2 – Compliance checks and audits

When acting as contracting authority or as authorised representative of a consortium, the Infras Group reserves the right to verify the Partner's compliance with this Code at any time, subject to prior notice. The Partner agrees to cooperate fully with any document-based or field audit conducted by the Infras Group, by an appointed third party, or directly by the international funding agencies financing the project concerned.

Article 6.3 – Handling of non-compliance and sanctions

In the event of non-compliance or suspected breach of this Code, the Infras Group will apply a gradual approach:

1. **Investigation:** written notification of the doubt or non-compliance identified.
2. **Explanations:** the Partner is invited to submit its observations and a corrective action plan within the time allowed.
3. **Emergency measures:** in the event of a refusal to cooperate, failure of the action plan or serious breach (e.g. proven act of corruption, fraud, serious threat to human safety), Infras may, automatically and as of right:
   - suspend the performance of ongoing contracts without compensation;
   - immediately terminate the contractual relationship, with the Partner solely at fault;
   - initiate legal, civil or criminal proceedings where appropriate.

www.infrasgroup.com

www.linkedin.com/company/infrasgroupe

Casablanca Finance City

MOROCCO



October 2026