

CSR CHARTER FOR SUPPLIERS AND SUBCONTRACTORS



Making progress become reality

FOREWORD

Bouygues' overall performance is intrinsically linked to that of our suppliers and subcontractors. Bouygues and its partners must share the goal of finding more ecologically and socially responsible solutions. It is only by cooperating in this way that the ambitious target of decarbonising the products and services that the Group buys will be achieved.

For a number of years, the Bouygues group has undertaken to comply with the Corporate Social Responsibility (CSR) principles defined in the UN Global Compact, and to integrate them into the purchasing processes of its entities both in France and abroad.

Today, we would like to reaffirm the Group's duty of care regarding its suppliers and subcontractors so that together we may prevent the risks of serious human rights abuses, breaches of the health and safety of employees and of environmental harm. We also want to maintain and strengthen the trusting relations and dialogue established with them.

This current CSR Charter spells out the Group's expectations of its suppliers, subcontractors and service providers. It constitutes the foundations for the trust-based relations we want to build with them. It complements our Code of Ethics^a and is fundamental to our socially responsible policy.

Olivier Roussat
Chief Executive Officer

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a long horizontal stroke extending to the right.

(a) Can be read here: *Publications (bouygues.com)*

DEFINITIONS

A

Affected Community: a group of people living or working in the same region, who have been or are likely to be affected by a Supplier's activities or its value chain. This may be a community living close to the activities in question (local community). Affected communities include indigenous peoples who are actually or potentially affected.

B

Business segment: refers to either Bouygues SA or the Group's Business segments, which are, as of the date of this document, Colas, Bouygues Construction, Bouygues Immobilier (construction), Equans (energies and services), Bouygues Telecom (telecoms), and TF1 (media).

C

Charter: this CSR Charter for suppliers and subcontractors.

E

Entity: any company incorporated under French or foreign law that is directly or indirectly "controlled"^(a) by the Group's Business segments.

G

Group: means the parent company Bouygues SA and all Entities.

S

Supplier: any third party that the Group, a Business segment or an Entity appoints to supply a product or service, or to perform an outsourced service on its behalf.

(a) "Control" has the meaning provided in Articles L. 233-3 and L. 233-16 of the French Commercial Code considered together and, therefore, covers both de jure and de facto control.

PREAMBLE

The Group is committed to a proactive sustainable development approach in its purchasing and its subcontracting and services contracting, which are an important component of its activities.

This Charter defines the commitments expected by the Group from its Suppliers in terms of ethics, fighting corruption, respect for human rights, compliance with labour standards, as well as health and safety, and environmental protection.

By adopting this Charter, the Supplier undertakes to comply with and implement all the principles it contains and to ensure that its own suppliers and subcontractors do likewise, in compliance with their contractual commitment and the prevailing national legislation. It undertakes to receive any internal or external auditors commissioned by the business segment concerned to monitor application of the Charter and, as far as possible, will ensure that its own suppliers and subcontractors do likewise.

For all the themes set forth in this Charter, the Supplier undertakes to comply with the principles of the

United Nations Universal Declaration of Human Rights, the Fundamental Conventions of the International Labour Organisation (ILO), the United Nations Sustainable Development Goals^a, the International Covenant on Civil and Political Rights (ICCPR) of the United Nations and the International Covenant on Economic, Social and Cultural Rights (ICESCR) of the United Nations, in accordance with applicable legislation and regulations, and prevailing contractual provisions.

Any failure by the Supplier to comply with the principles contained in this Charter may result in the application of coercive measures provided for in the contract, including termination of the contract as a result of the Supplier's fault, without prejudice to any damages that could be claimed by the relevant Entity.

If particular circumstances mean that a Supplier is unable to comply with certain principles contained in this Charter, it should immediately inform the relevant Entity of the fact in order to agree on the corrective measures to be taken.

(a) <https://www.un.org/sustainabledevelopment/>

1 ETHICS

The Entities and their Suppliers will conduct their business fairly in order to establish and maintain long-term relations of trust. The Supplier will conduct its business according to the principles of honesty and equity and in compliance with applicable rules and regulations in particular as regards prohibiting anti-competitive and corrupt practices. The negotiation and performance of contracts must not give rise to behaviour or actions that could constitute active or passive corruption, or complicity in influence peddling or favouritism.

The Entities will treat all their Suppliers honestly and fairly, regardless of their size and condition, in a manner consistent with the particular context of each country, which all employees will do their best to understand. Group employees will make all purchases in a free and fair manner.

1.1 Gifts and hospitality

The Supplier undertakes not to offer any Group employee, or closely associated persons, any gift, invitation, act of accommodation, favour or any other benefit, pecuniary or otherwise, liable to corrupt, influence or compromise the integrity, independence of judgment or objectivity of the employee concerned in his or her relations with the Supplier.

The Supplier undertakes not to assume any travel or accommodation expenses incurred by a Group employee, in particular on the occasion of any commercial contacts, site visits, audits or product presentations.

1.2 Conflicts of interest

The Supplier avoids situations where there is a real or potential conflict of interest with Group employees, or with their family or closely associated persons, that could affect the independence or objectivity of their professional actions or decisions.

Where it has not been possible to avoid the occurrence of a conflict of interest, the Supplier openly informs the Entity concerned of the situation, so that it can be dealt with.

2 COMPLIANCE WITH LABOUR STANDARDS

2.1 Forced or compulsory labour and working conditions

The Supplier undertakes not to use forced or compulsory labour as defined in ILO Conventions C29 and C105. ILO Convention C29 defines forced or compulsory labour as all work or service which is exacted from any person under the menace of any sanction and for which the said person has not offered himself voluntarily. It is strictly forbidden to withhold, as a condition of employment, any identity documents, passports, training certificates, work permits or any other form of identification. Likewise, workers have no obligation to pay deposits or financial guarantees. The Supplier must allow its employees to freely terminate the employment relationship (on reasonable notice) without penalty. Furthermore, the Supplier must not prevent its employees' access to their personal funds.

The Supplier's employees must be informed, in a clear and understandable manner, of all essential terms of their employment (wages, working hours, duration of the employment relationship, etc.).

All recruitment costs (passport, visa, insurance, travel, medical examination costs etc.) must be covered by the employer and not the employee.

2.2 Illegal labour

The Supplier undertakes not to use illegal labour as defined by the rules of the countries in which it operates.

2.3 Child labour

The Supplier undertakes to apply rules relating to the elimination of child labour and the protection of children as defined by ILO conventions. In particular, it undertakes not to employ persons who have not attained the minimum working age in accordance with ILO Conventions C138 and C182.

The Supplier must not employ children under the age of 15, except in special circumstances, such as apprenticeships, job shadowing periods or artistic performances.

The Supplier must not employ persons under the age of 18 to work in conditions that may endanger their health and/or safety, in particular underground, underwater, at dangerous heights or in confined spaces, and they must not be employed for night work, in accordance with the Conventions referenced above and applicable laws.

In all cases, the Supplier must apply these principles in the best interests of the child.

2.4 Working time

The Supplier will comply with local legislation on working time, including overtime. Each worker must have at least 24 consecutive hours of rest in a seven-day period, except in circumstances allowed by local law, such as emergencies and exceptional situations, constraints associated with the use of special equipment or adapted work schedules, in particular during assignments or rotations.

2.5 Remuneration

The Supplier will comply with local legislation on minimum wages and undertakes to pay employees their wages regularly.

The Supplier undertakes to pay overtime at the rates defined by the prevailing local legislation.

In the absence of national regulations, remuneration must be sufficient to meet basic needs.

Remuneration conditions must be clearly communicated to workers.

2.6 Freedom of association and the right to collective bargaining

The Supplier undertakes to comply with the principles of ILO Conventions C87 and C98, namely the freedom of association, the protection of trade-union rights and the right to collective bargaining, in accordance with local legislation.

The Supplier must not prevent its employees from joining workers' organisations, nor penalise or discriminate against them based on membership in such organisations.

In countries where the ILO conventions on the right to form or join trade unions are not applied, the Supplier must set up procedures to ensure management-labour dialogue.

2.7 Discrimination and harassment

Under the conditions set forth in ILO Convention C111, the Supplier undertakes not to operate any distinction, exclusion or preference on the basis of race, colour, sex, religion, political opinion, national extraction or social origin which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

In accordance with ILO Convention C111, distinctions, exclusions or preferences based on the inherent requirements for a particular job, and special measures designed to meet the particular requirements of persons who, for reasons such as sex, age, invalidity, family responsibilities or social or cultural status, are generally recognised to require special protection or assistance (positive discrimination), are not deemed to be discrimination.

The Supplier will comply with local legislation relating to the employment of persons with disabilities.

Employees should not be subject to physical punishment, harassment or abuse of any nature, whether it be sexual, psychological or verbal.

3 HEALTH AND SAFETY

In accordance with ILO Conventions C155 and C187, the Supplier endeavours to provide its workers with a safe environment that safeguards their physical and mental health.

Risks relating to its activity must be identified and assessed. The Supplier must make every effort to control these risks and take the necessary precautionary measures to prevent accidents and protect employees from accidents and occupational illnesses.

In particular, the Supplier must:

- regularly organise appropriate training to ensure that workers have sufficient knowledge of health and safety;
- inform workers of potentially dangerous equipment or products and provide them with the necessary training to prevent risk when using them;
- provide workers with appropriate protective clothing and equipment and instructions on their use;
- where necessary, guarantee access to first aid for workers;
- when providing accommodation, ensure that it is clean and safe and meets applicable health and safety standards for buildings.

The Supplier also ensures that its activities do not affect the health and safety of its subcontractors, other people involved in the operation, local people and the users of its products.

The Supplier is encouraged to implement a health and safety management system based on international standards, such as ISO 45001 or any other equivalent standard.

The Entities are actively working to improve the safety of all persons working on their sites. As personal physical well-being is at stake, the Entities require their Suppliers to have identical work safety requirements when operating on Group sites. In that regard, it is each Supplier's responsibility to bring any identified anomaly to the attention of the manager of the Group site where it is working.

4 PRESERVATION OF THE CLIMATE, BIODIVERSITY AND RESOURCES – AFFECTED COMMUNITIES

The Supplier will apply a policy to reduce its negative impact on the environment and take measures to protect the climate and environment, both in terms of its products and its management system, especially regarding the reduction of greenhouse gas emissions, the preservation of biodiversity and ecosystems, the depletion of natural resources and the management of waste and toxic substances. It will endeavour to limit the nuisance caused to local residents, reduce energy consumption, discharges into water, the air and the soil as well as the waste generated at the various stages of its activity, particularly in terms of packaging.

The Supplier strives to co-construct and offer solutions that minimise the greenhouse gas emissions related to its products and services (e.g. eco-designed products, bio-based materials, circular economy and/or function-oriented business models).

The Supplier must obtain and comply with all necessary environmental permits.

The Supplier will incorporate environmental, health and safety criteria into the purchasing of products and services and the design, production and implementation of its own products and services, in order to reduce their impact in these areas throughout their lifecycle while maintaining and/or improving their quality.

At the very least, the Supplier undertakes to comply with locally applicable laws and standards and with the prevailing laws of the product destination country or countries.

The Supplier is encouraged to implement an environment management system based on international standards, such as ISO 14001.

Affected Communities

The Supplier must respect the rights of communities affected by its activities.

Before initiating any project, it must assess its impact on the rights of Affected Communities and, if necessary, take appropriate measures to mitigate or remedy any identified harm to the fullest extent possible.

5 WHISTLEBLOWING

To receive and process all whistleblowing alerts, including those relating to the content of this Charter, the Group has set up a whistleblowing facility whereby the Ethics Officer of the Business segment or Entity concerned can be contacted via a dedicated platform. The platform, accessible to all, guarantees both the anonymity of the whistleblower and also of the persons implicated by the alert, as well as the confidentiality of all related information. The platform is available at:

<https://alertegroupe.bouygues.com>^a



(a) The procedure for the receipt and processing of whistleblowing alerts is set out in Appendix 1 of the Bouygues group Code of Ethics, which can be downloaded at www.bouygues.com.

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NOTICE

The CSR Charter for suppliers and subcontractors should be read in conjunction with the Bouygues group Code of Ethics which is available at www.bouygues.com.

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