

CSR CHARTER FOR SUPPLIERS AND SUBCONTRACTORS



Making progress become reality

EDITORIAL

Bouygues' overall performance is intrinsically linked to that of our suppliers and subcontractors. The selection of innovative products and services in technological, environmental and human resources terms, is essential to provide our customers with the most high-performance and responsible solutions.

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.

This has resulted in the roll-out of CSR action plans throughout the Group's entities, in line with the challenges of their sectors of activity. These steps formally spell out our commitments to make purchases more responsibly.

Today, I would like to reaffirm the Group's duty of vigilance regarding the CSR risks facing suppliers and subcontractors, as well as our determination to maintain and strengthen trusting relations and the dialogue established with them. Our CSR approach to Group purchasing is one of the conditions required for promoting this partnership mindset and developing joint value creation for our customers.

This CSR Charter formalises the Group's expectations of its suppliers and subcontractors. It constitutes the foundations for the trust-based relations I want to build, and it should be systematically appended to purchasing contracts.

Martin Bouygues
Chairman and CEO

A handwritten signature in black ink, appearing to read 'M. Bouygues', with a stylized flourish at the end.

PREAMBLE

Bouygues SA and its entities (hereinafter the "Group") are committed to a proactive sustainable development approach in their purchasing and their subcontracting and services contracting, which are an important component of their activities.

This CSR Charter (hereinafter the "Charter") has been drawn up for the Group's suppliers, contractors, subcontractors and service providers (hereinafter the "Supplier(s)") and defines the commitments expected by the Group 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 Group entity 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) and the United Nations Sustainable Development Goals¹, in accordance with applicable legislation and regulations, and prevailing contractual provisions.

Any serious failure by the Supplier to comply with the principles contained in this Charter will constitute a breach of its contractual obligations which may entail 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 Group.

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

(1) <https://www.un.org/sustainabledevelopment/sustainable-development-goals/>

1 ETHICS

Group 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.

Group 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 and companies will make all purchases in a free and fair manner.

1.1 Gifts and invitations

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 Group Business segment¹ concerned of the situation, so that it can be dealt with.

2 COMPLIANCE WITH LABOUR STANDARDS

2.1 Freedom of association and the right to collective bargaining

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

2.2 Use of forced or compulsory labour

The Supplier undertakes not to use forced or compulsory labour as defined in ILO Conventions C29 and C105.

(1) In this CSR Charter, the term "Business segment" refers to each of the main activities of the Group, which are, as of the date hereof, "Construction" (Bouygues Construction), "Property" (Bouygues Immobilier), "Transport infrastructure" (Colas), "Media" (TF1) and "Telecoms" (Bouygues Telecom).

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.

2.3 Use of illegal labour

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

2.4 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.

2.5 Discrimination

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.

2.6 Working time

The Supplier will comply with local legislation on working time, including overtime. In the absence of national laws, the ILO standards must apply, i.e. working hours cannot exceed eight per day and 48 per week. Each worker must have at least 24 consecutive hours of rest in a seven-day period, except in exceptional circumstances.

2.7 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, in accordance with ILO Convention C131 on Minimum Wage Fixing.

Remuneration conditions must be clearly communicated to workers.

2.8 Harassment

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

The Supplier endeavours to provide its workers with a safe environment that safeguards their 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 the essential needs of workers.

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.

Group entities are actively working to improve the safety of all persons working on their sites. As personal physical well-being is at stake, Group 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 ENVIRONMENTAL PROTECTION

The Supplier will apply a policy to reduce its impact on the environment and take measures to protect the environment, both for its products and for its management system, especially as regards nature conservation, the preservation of biodiversity and eco-systems, 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 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.

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 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>¹

Contact for the CSR Charter for suppliers and subcontractors

rse.fournisseurs@bouygues.com

(1) 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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