Eiffage Code of Conduct

I - Rules
Introduction

For many years, the Eiffage Group has adopted internal and external ethical operating rules, applied by the relevant stakeholders, including, primarily, the Group's employees.

Such commitments are aimed at promoting integrity and compliance with all aspects of the law, in all territories where the Group operates. They also reflect its determination to base its development on trust and loyalty to its customers and partners.

In an increasingly demanding environment of transparency and precision, this Code of Conduct is intended to define and illustrate the different types of conduct to be proscribed. Such conducts characterise the most serious acts that may be committed within the scope of the Group's activities to prevent them from occurring as far as possible, in accordance with the law in force. The rules laid down by the Group are set forth below.

Those rules apply reciprocally at every level of the chain: employees, customers, suppliers and partners.

If there is any doubt regarding the content of this code or its interpretation, any individual may contact their line manager or the legal department of his/her Branch.

A Code of Conduct cannot anticipate every situation. Therefore the conduct of every individual should also be guided by common sense and lucidity.

Every individual must also act with a keen sense of responsibility and a concern for excellence.

They should personify Eiffage’s values and bring them to life.

I - Definitions and illustrations of prohibited situations, practices and conduct

The Group prohibits anti-competitive behaviour, favouritism or cronyism, bribery and trading in influence.

A definition of these offences and their illustrations, which should be read carefully, are included in the attached document “Code of conduct - definition and illustrations of prohibited situations, practices and conduct”.

II - The rules laid down by the Eiffage Group
On competition law

The Eiffage Group prohibits any conduct which has the purpose or effect of preventing, restricting or distorting competition on a market.

It strictly prohibits any Group’s company from taking concerted actions with one or more competitors, including by entering into anti-competitive agreements, in particular, to:

- Divide one or more markets or one or more customers,
- Fix prices or prevent them from decreasing,
- Prevent a new operator from entering a market.

In France, agreements may take the form of temporary consortium and/or joint ventures (“JV”). Therefore, each “Branch” of the Eiffage Group has a procedure which must be applied to their formation and operation, when responding to tenders, and more generally, to any submission to a customer as well as during the performance of a project.

Every employee concerned must apply that procedure and verify that there is an equivalent governing the consortium and/or joint venture or equivalent contractual form in each country concerned.

All employees are required to know and appropriate the Group's competition policy and apply its principles to their professional activities.

On bribery / trading in influence / favouritism or cronyism

The Eiffage Group prohibits all acts of bribery, trading in influence and favouritism or cronyism.

Facilitation payments

In accordance with the Recommendations of the OECD Council of 26th of November 2009 aimed at further combating bribery, the Eiffage Group intends to combat the use of facilitation payments, which are generally illegal in the countries where they are made, in view of their corrosive effect on sustainable development and the rule of law. The Eiffage Group will rigorously monitor any development in the recommendations of the OECD in this regard.

Extortion
Any attempted extortion, and in particular, any payment made under duress, putting the safety of individuals at stake, must be duly reported to the management and/or to the legal department of the Branch to be disclosed to the competent authority where applicable.

**Money laundering**

The Eiffage Group intends to comply with the laws and regulations on anti-money laundering and each individual is required to exercise due diligence to avoid the group becoming involved in money laundering or other criminal activities. Each entity is therefore responsible for carrying out the appropriate preliminary checks before entering into relationships with a new customer or third party, and for immediately reporting any suspicious activity in relation to such practices.

**Export control and anti-boycott**

The Eiffage Group intends to comply with the applicable law on export control and restrictions with regard to countries or persons on whom economic sanctions have been imposed (by France, Europe, multilateral institutions or any other country). Similarly, any contractual clauses that have the effect of illegally boycotting trade with a country must be reported to the legal department of the Branch before any commitment is made.

**Financing of political parties**

The Eiffage Group shall not participate in the financing of any political party, irrespective of the law of the country concerned. None of the companies in the Group shall participate in such financing directly or indirectly.

**Payments of money, commissions and benefits in kind to third parties**

Practices consisting of paying or receiving sums of money or commissions or providing any benefit in kind or otherwise (equipment, materials, works of any kind, employment, services rendered, etc.) to a third party in exchange for action or a decision by it (privileged information, favourable decision of any kind, award of a contract, elimination of a competitor, special treatment, etc.) are prohibited.
Such is the case where the practice is exercised directly or indirectly through the aid of a third party, or by giving consideration to a relative of the third party who has the power to obtain the benefit anticipated.

**Use of intermediaries or other contractors**

The Eiffage Group prohibits the use of any intermediary or any other contractor for the purpose of bribery or trading in influence.

Corruption, particularly public corruption, may be exercised through the company using third parties as intermediaries to obtain the aforementioned undue benefits: for example, the company pays a third party for services, who then pays a public official all or part of the remuneration in return for the service rendered to the company (obtaining a contract).

Intermediaries or any other contractor (agents, other intermediaries, consultants, representatives, contractors, partners in consortium and/or joint ventures, subcontractor, suppliers, etc.) must therefore be used in strict compliance with the law to prevent any risk of corruption.

In this perspective, the following measures must be taken before using an intermediary:

- Have legitimate reasons for using the intermediary, who must have recognised, special professional expertise,
- Not to use it to carry out, directly or indirectly, services contrary to the law,
- Prior to contracting, expedite extensive research on the intermediary, its reputation and qualifications with the Legal Director or the General Secretary of the Branch,
- Document and record such research,
- A contract will be drawn up by the Legal Director or, for the Energy Branch, by the General Secretary of the Branch. It will give a precise description of the missions entrusted to it and will include an "ethics clause"**,
- It will be approved by the Chairman of the Branch, then signed by a Director authorised by the Chairman.

Concerning commercial intermediaries in particular:

- With regard to remuneration:
  - Remunerate it in line with the missions it carries out,
  - Pay it as and when it completes its missions,
  - Not make any cash payments,
  - Any percentage fee shall be applied to the remuneration paid in respect of its fixed fees and not in respect of the total price of a contract,
- No payment shall be made into an account outside the country where the contractor is providing its services.
- Ensure, in practice, the satisfactory performance of its missions and require it to prepare and periodically send activity reports and any study carried out as part of its mission,
- React in good time if, for example, the intermediary behaves inappropriately, and terminate its contract, if necessary, in accordance with the terms of the contract.

** clause consisting, in particular, of the contractor committing to comply with anti-corruption regulations, including the OECD Convention of 17th of December 1997 and to take into consideration domestic laws. **

The title of the intermediary and its contract (contractor, agent, consultant, representative or other) are irrelevant, as the above rules shall apply to the broadest cases.

**Gifts to third parties**

Offering or accepting material or other gifts (work at home, meals, travel, entertainment, invitations, computer or telephone equipment, etc.) may constitute an act of bribery or trading in influence where the gift is intended to obtain any action (such as a vote in favour by a tender committee or obtaining a building permit) from the person directly or indirectly receiving it (relative, family).

In some countries, the acceptance of gifts or services is also subject to special rules defined by law (determining, for example, the acceptable amount), which must therefore be respected.

The Eiffage Group has adopted the following rules on this subject:

- The provision of a gift to a third party should not be solicited, or have the purpose or effect of aiming to receive a specific or other benefit, or influence an official action or decision, as it would then be bribery or trading in influence,

- It must strictly comply with the regulations of the country concerned: general law on bribery/trading in influence, and/or specific law on gifts and benefits,

- Only ordinary gifts may be offered (for example, end of year) with a low value, adapted to the recipient’s situation, the circumstances and the occasion.
Meals

A meal should not be offered to a third party for the purpose of obtaining a benefit or influencing an official action or decision.

It must strictly comply with the regulations of the country concerned: general law on bribery/trading in influence, and/or specific law on advantages.

The relatives of the person invited (spouse, family, friends) may not receive invitations to such meals, except in exceptional cases such as, for example, spontaneous invitations in the context of a group meeting (trade fair, conference organised by a third party, etc.).

Meals should cost a reasonable amount and should follow the principle of moderation.

Invitations (recreation / events)

Invitations must be subject to rules because on the one hand, they are unrelated to the activities of the Group’s companies and, on the other hand, they may give rise to doubt as to the intention of the host company, depending on the circumstances.

Invitations to recreational activities or events (conferences, trade fairs, days dedicated to the presentation of products or services, site visits, concerts, sporting events, etc.) must be collective.

Trips (travel and accommodation of third parties)

The payment by a Group’s company of the travel expenses of third parties other than contractors with ongoing missions for the company under contracts (IT contractors, financial consultants, audit firms, etc.) shall be subject to rules to ensure that no undue benefits are granted to those third parties:

- The invitation is directly related to the promotion or presentation of the activities of the host company ("the event") within the collective framework referred to in the "invitations" paragraph above, and the travel and accommodation are justified in relation to that event,

- The Regional Director or an equivalent position must approve the principle of travel.
None of the rules mentioned above should be abused to allow for the payment of the travel costs of third parties.

Employees must respect the Group’s travel policy and ensure that their expenses are moderate in accordance with the Group’s culture and values.

**Suppliers and contractors: gifts and invitations**

The Eiffage Group applies the same rules to its employees as those applied to its customers.

The Group’s Procurement Charter is effective.

The Charter prohibits the personal offering of gifts or benefits in kind by a supplier, with the exception of low-value signs of kindness. If there is any doubt, an employee should refer to his/her line manager.

In addition, with regard to the Charter:

- Participation in a supplier seminar or a cultural or sports event held by a supplier may only be acceptable if it is collective and outside any tender periods,
- Any individual offer of travel or attendance of a show must be refused,
- Invitations to restaurants by suppliers must be of reasonable value, and must take place outside any tender periods.

**Recruitment**

The hiring of an applicant with a close connection (including family) to a customer or a decision-maker, as well as the hiring of a public official, civil servant or similar person who has engaged, in that role, with a Group’s company, shall be subject to the following rules:

- The company reviewing the recruitment must have a need to fill a position,
- Compliance with the recruitment procedures in force within the Group or the company concerned, including a preliminary interview,
- Salary terms which are the same as those in force or corresponding to the job contract,
- Assignment to a department that does not handle the business relating to the customer / decision-maker,
- In the case of a civil servant, compliance with the rules in force as regards his/her status, including any waiting periods,
- The signatory of the contract must have been informed that the applicant was in one of the situations mentioned above.

**Prevention of conflicts of interest**

Employees must ensure that they do not directly or indirectly engage in any activity (as regards a supplier or a customer in particular) that would put them in a conflict of interest situation with their company or with the Group.

An employee who is in - or considers himself/herself to be in - such a situation, or who has observed a conflict of interest situation between a third party and the company, must inform his/her line manager to ensure that the correct approach is adopted. With regard to public affairs, the Eiffage Group respects the commitments of its employees who work in public affairs or who participate in political affairs as citizens.

For the reasons mentioned above, every employee must strictly refrain from taking part, in this context, in a decision concerning the Group or one of its companies. He/she must also never commit the Group or any of its entities morally or financially with respect to the activities or responsibilities which he/she exercises as a citizen.

**Patronage and sponsorship / sponsoring policy**

The Eiffage group conducts patronage activities, for example of museums or cultural associations, and sponsorship/sponsoring activities of sports, artistic and cultural events. Patronage activities which are long-term and are rooted in territories are preferred.

Patronage may be defined as support provided, without any direct consideration by the beneficiary, to a work or to an individual for general interest activities (culture, solidarity, environment, etc.). It could be subject to specific tax treatment depending on the country concerned.

Patronage may be financial (payment of a sum of money), in kind (donation of equipment or goods produced or purchased by the company such as a vehicle, furniture, equipment, goods, sports equipment, computers, etc.), or skills-related (supply by a company of its own skills or those of its employees to a beneficiary: communication, accounting, management, supply of services or work, etc.).
Sponsorship (or sponsoring) may be defined as financial or material support provided to an event, an individual, a product or an organisation, in exchange for different forms of visibility at the event and the feedback of positive images.

However, where the patronage or sponsorship is perceived or conceived as a means of obtaining a benefit (such as the award of a contract), such practices may constitute acts of bribery or favouritism or cronyism.

For that reason, patronage and sponsorship activities must be carried out in strict compliance with the law and require a case-by-case analysis to ensure that the activity is not effectively an act of bribery, trading in influence or favouritism.

For that purpose:

The reputation and the legitimacy of the organisations and companies supported must be verified, at least by using the assessment procedures in force in the Group.

The manifestation of consideration (signs, inserts, logo on programmes or shirts, reduced-price tickets for commercial activities, etc.) must be strictly verified beforehand, as well as during the patronage or sponsorship period. Such consideration must be defined in agreement with the Group's Communications Department.

All sponsorship and patronage activities must be approved by the Regional Director or an equivalent position and, for any amount over €10,000 (or its cash equivalent), by the Chairman of the Branch.

Any agreements must be drafted by the Legal Department of the Branch concerned. The Chief Financial Officer of the Branch must be informed.

Where the sponsorship activities involve the offer of free tickets to invite guests, the use of those tickets is subject to the rule on gifts and a list of the beneficiaries must be maintained by the Regional CFO.

**Charitable donations**

Charitable donations refer to anything of value (money, material goods, services, etc.) offered in support of the causes advocated by organisations or associations.

Both the donor and the recipient must, in essence, have no self-interest. Accordingly, the company making a charitable donation must do so without expecting any benefit, particularly commercial, or any other favourable action as “consideration”.


The Eiffage Group prohibits donations, the purpose or effect of which is to obtain an undue benefit. In addition, donations may only be made to incorporated organisations, to the exclusion of any individual, the reliability and legitimacy of which may be verified by the relevant company in the Eiffage group through the appropriate prior research.

Donations must be proportionate, tax deductible, and only paid into trustworthy bank accounts, to the exclusion of any cash payment.

The Finance Department of the Branch concerned must be contacted and give approval beforehand.

**III- Consequences of breach of the Code of Conduct / Ethics alert system**

**Professional alert system**

The employees of the Eiffage Group are informed of the existence of a professional alert system set up within the Group for several years, amended in 2017 and implemented in accordance with the law, particularly French law no. 2016-1691 of 9th of December 2016 ("Law on transparency, economic modernisation and combating corruption").

In the event of any issue falling within the scope of this Code of Conduct, an employee may use said professional alert system.

**Sanctions policy**

The attention of the employees of the Eiffage Group is drawn to the disciplinary sanctions which they may incur in case of breach of this Code of Conduct.

Every employee, in the name of the duty of loyalty owed to his/her employer and to the Group to which he/she belongs, is required to comply with the law.

The Group will sanction any breach of the rules set out which it becomes aware of, irrespective of any criminal proceedings initiated by the competent authorities. Depending on the seriousness of the offence, such sanctions may result in dismissal or any appropriate proceedings.