



# EDENRED SUPPLIER CHARTER

## 1 INTRODUCTION

As a signatory of the United Nation Global Compact, Edenred places social responsibility at the heart of its business strategy and wishes to create a value chain that is beneficial to all stakeholders.

The Edenred's Supplier Charter (hereinafter the "**Charter**") defines standards of ethical practices, safe working conditions, fair and respectful treatment of collaborators and environmental responsibility that are to be applied throughout the Edenred entire supply chain. Each Supplier is expected to implement appropriate and effective policies to ensure compliance with this Charter. The Charter aims at building partnerships based on strong common principles, such as:

- the principles of the United Nations' Sustainable Development Goals and Global Compact,
- the principles concerning fundamental rights set out in the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, and
- OECD Guidelines for Multinational Enterprises.

Edenred's Suppliers are invited to go further, to co-create solutions that deliver on our vision. Edenred believes in joint innovation and entrepreneurial spirit. Suppliers are a key partner to the fulfilment of our customers' needs.

## 2 SCOPE

The Charter applies to each Edenred Supplier and all third-parties to whom they may subcontract all or part of the tasks or services provided to Edenred. Supplier refers to any business, company, corporation, person, or other entity that sells, or seeks to sell, any services or goods to Edenred including the Supplier's employees, agents, and other representatives.

## 3 COMPLIANCE WITH LAWS

Edenred expects its suppliers, agents and contractors, to be familiar with and comply with all legal and contractual obligations relating to their business activities. Edenred will not accept any conduct (including by omission) that is unlawful or that violates such obligations. As such, each Supplier must ensure compliance with current legislation applicable to them in the conduct of their activity.

## 4 BUSINESS CONDUCT

### 4.1 PERSONAL DATA PROTECTION

Supplier shall:

- Respect the protection of personal data obligations, as they arise from the GDPR to which Edenred is subject to and that is applied as a Group standard regardless of the territories, as well as all applicable national and international laws relating to Personal Data protection;

- Embed Privacy by design and Privacy by default principles from the conception of any tool and/or service provided to Edenred;
- Implement adequate technical and organizational measures to mitigate any data protection risks resulting from the Personal Data processing carried out in the context of its relationships with Edenred;
- Not re-use for its own purposes, personal data provided by Edenred (if applicable) without Edenred's prior written authorization;
- Provide Edenred with necessary information and/or features as applicable, to enable Edenred to comply with its obligations regarding applicable Personal Data protection laws and regulations;
- Notify to Edenred any exercise of personal data protection rights by any data subject and assist Edenred in handling them under the conditions of the contract;
- Undertake to purge the personal data at the end of the processing or the contract under the conditions agreed with Edenred ;
- Avoid transmitting personal data to unauthorized parties or parties not involved in the provision of the service to Edenred, unless authorized in writing;
- Put in place appropriate guarantees as required by the GDPR in case of transfers or onward transfers outside the European Economic Area, of Personal Data processed in the context of its relationships with Edenred;
- Implement adequate technical and organizational security measures to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- Contain, handle and, where relevant, notify to Edenred any personal data breach related to personal data processed on the basis of its relationships with Edenred;
- Appoint a DPO or a representative in EU where applicable to comply with the GDPR;
- Ensure proper training of its personnel regarding privacy and data protection as well as on the implementation of adequate security measures.

All the above commitments must be extended, by suppliers or services providers, to all third-parties to whom they may subcontract all or part of the tasks or services provided to Edenred.

#### ▮ **FREE COMPETITION**

The relations between players on a single market, and between their respective suppliers and service providers, must respect the principles of free and fair competition. Obeying antitrust laws in each jurisdiction is a necessary condition for sound, durable growth.

The Supplier must behave fairly in their business dealings. They must refrain from slandering their competitors or conducting any action to distort free competition or to unfairly limit market access. Each Supplier is asked to pay particularly close attention to following these rules and to keep their underlying principles in mind in their day-to-day work.

Finally, a Supplier must refrain from creating situations of conflict of interest or influence peddling with the aim of distorting free and fair competition.

#### ▮ **ANTI-CORRUPTION & CONFLICT OF INTEREST**

The highest standards of ethical, moral and lawful conduct are expected from our Supplier. In particular, each Supplier must ensure that anti-corruption laws and regulations are obeyed. The purpose of these laws is to prevent behavior intended to offer a person a benefit or advantage of any kind that would change, influence or reward his or her conduct or the performance of his or her duties. During day-to-day work activities and when dealing with any third parties, Supplier must reject any form of active or passive corruption in domestic or international transactions.

The Supplier must take care not to accept situations where the personal interest of its employee could cloud the thinking behind actions or overshadow professional interests. As such, they shall prohibit the offer or receipt of gifts, hospitality or expenses whenever such arrangements could affect the outcome of business transactions and are not reasonable.

Each Supplier must possess all internal procedures, tools and indicators necessary and sufficient to guarantee adherence to the principles listed above.

Fraud is defined as any deliberate, unlawful conduct which attempts to acquire, misappropriate, forge, conceal, omit or destroy money, property, data or information belonging to Edenred.

Each Supplier shall stay on high alert to prevent this type of behavior within its employees.

## **) HUMAN RIGHTS**

### **) ANTI-DISCRIMINATION (ILO CONVENTIONS No. 100 & 111)**

With due regard to the applicable law, Suppliers should be committed to a workplace free of harassment and unlawful discrimination. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, protected genetic information, marital status or on any other grounds stated by local law. This applies in hiring and employment practices such as wages, promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

### **) FIGHT AGAINST FORCED AND ILLEGAL LABOR (ILO CONVENTIONS No. 105 & INCLUDING MODERN SLAVERY)**

The Supplier does not use forced or compulsory labour, meaning any work or service performed under threat or that is not consented to by the person concerned. It provides the right for its employee to freely terminate employment voluntarily by means of notice of reasonable length at any time and without penalty. They ensure that all employment contracts are written and transparent and include comprehensive provisions for employees.

Illegal labor is when a person works for a company "off the books" (i.e., without being declared to the authorities). Supplier has committed not to use illegal labor.

### **) FIGHT AGAINST CHILD LABOR (ILO CONVENTIONS No. 138 AND 182)**

The Supplier agrees to strictly respect the minimum working age governing child labor in all countries where it operates. In all cases, this minimum working age shall never be below the age specified in conventions 138 and

182 of the International Labour Organization, i.e., 15, and 18 for dangerous or particularly difficult jobs. If the local law sets a higher minimum working age or compulsory schooling is to a higher age, it is this limit that applies.

Supplier shall comply with all relevant laws that apply to young workers (e.g. those between the minimum working age and the age of 18), including regulations related to hiring, working conditions, types of work, hours of work, proof of age documentation, and overtime.

Supplier undertakes to inform third-parties with which it does business about this commitment to ensure that it is properly applied.

#### ▮ **WORKING HOURS (ILO CONVENTIONS No. 1 AND 30)**

The Supplier must ensure that national applicable legal restrictions on working hours, including overtime, are complied with.

#### ▮ **WAGES & BENEFITS (ILO CONVENTIONS No. 26 AND 131)**

The Supplier ensures that:

- no wage is lower than the applicable legal minimum;
- all employees receive a pay slip;
- employees receive a decent wage, as compared to standard pay practices in their country;
- wage rates for overtime are in all cases higher than for normal hours.

#### ▮ **FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING (ILO CONVENTIONS No. 87, 98 AND 135)**

The Supplier should encourage social dialogue and high-quality consultations with employee representatives in all the countries where it operates. Supplier should inform its employees of the rights, responsibilities, and benefits attached to their contractual situation and their position.

The Supplier recognizes and respects employees' freedom of association and their right to freely choose their representatives.

The Supplier also recognizes employees' right to collective bargaining. Supplier ensures that employee representatives do not suffer any discrimination. Supplier must develop and fully implement effective grievance mechanisms which resolve internal disputes, employee complaints, and ensure effective, respectful, and transparent communication between employees, their representatives and management.

#### ▮ **HEALTH AND SAFETY AT WORK (ILO CONVENTION No. 155)**

The Supplier shall provide a safe and healthy workplace to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employers' facilities. Supplier shall take a proactive approach to health and safety by implementing policies, systems and training designed to prevent accidents, injuries and protect worker health.

#### ▮ **VIOLENCE & HARASSMENT (ILO CONVENTION No. 190)**

The Supplier will respect the physical or psychological integrity of persons and will not tolerate any practice such as inhuman treatments, physical punishments, insults, harassment, mental or physical coercion. The right to

respect and human dignity is a key principle. Workers are treated with dignity and respect. Physical, sexual, verbal or psychological abuse, any form of harassment, hate speech, intimidation, bullying, violence and corporal punishment are not engaged in or tolerated.

## ENVIRONMENT

### ENVIRONMENTAL MANAGEMENT

The Supplier shall work at measuring and controlling its environmental risks. Supplier ensures compliance with all the applicable local, national, regional, and international (when applicable) regulations relating to environmental protection within the countries where they carry out their activities. Supplier shall aim to put in place the environmental management system recognised by national/international authorities.

All required environmental permits, licenses and chemical registrations shall be obtained and kept up to date. Their operational and reporting requirements shall be followed.

### CLIMATE CHANGE & GREENHOUSE GASES EMISSIONS

The Supplier shall work at measuring their carbon footprint and direct and indirect greenhouse gases emissions of its different activities and pledge to minimising them. In addition, established processes and procedures must exist within the supplier, subsidiary operations, and their supply chain to measure, Green House Gas Emissions should be based on the [GHG Protocol Corporate Accounting and Reporting Standard](#).

When requested, footprint data for product level GHG emissions for the products sold to Edenred will be shared for use by Edenred in public reporting and to authorities on Edenred's own GHG reduction targets. This should be done via an agreed methodology and include third-party verification.

### CONFLICTS MINERALS

Responsible Sourcing of Minerals Supplier and their agents shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, and gold in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas or an equivalent and recognized due diligence framework. Supplier and their agents shall make their due diligence measures available to Edenred request.

### PRESERVATION OF RESOURCES

The Supplier does their best to reduce energy and water consumption in order to preserve natural resources. Supplier preserves biodiversity locally in its sites and indirectly, through their purchased raw material policy. The supplier shall optimise transportation to reduce fuel consumption.

## COOPERATION AND TRANSPARENCY

### REMEDIATION

In the event of a breach of this Charter by one of its Suppliers, Edenred reserves the right to review and, if necessary, terminate the commercial relationship, without prejudice to Edenred other rights or recourse that it may be entitled to exercise.

Where national legislation or other applicable regulations and this Charter cover the same subject matter, the highest standards or the most stringent provisions shall apply. When this Charter conflicts with the legislation in force, the latter takes precedence over the Charter.

#### **) REPORTING**

The Supplier shall provide accurate and timely reporting of information reasonably required by Edenred to enable Edenred to comply with all applicable laws and regulations in relation to providing or disclosing information required by any relevant governmental body, institution or organization.

#### **) SUB-CONTRACTING**

The Supplier undertakes to:

- take appropriate steps to ensure that the principles of this Charter are communicated to their employees and throughout their own supply chains,
- promote and ensure compliance with the principles of this document by their suppliers and subcontractors,
- implement a monitoring system enabling them to prevent and deal with any risk having an environmental and/or social impact across the whole supply chain.

#### **) CONTROLS**

The parties agree that Edenred or its authorized external body shall have the right at any time to monitor the permanent adherence and implementation by the Supplier of the principles set out in accordance with the agreement entered into between the Parties.

Edenred shall be entitled to proceed to an audit performed by a competent and appropriate body to verify Supplier, its third-party contractors, employees, agents and representatives comply with the Charter as well as with the Anti-Corruption Laws.

#### **) SAFE CHANNEL – PROTECTION OF WHISTLEBLOWERS**

Edenred has set up a channel to report inappropriate business conduct or any behaviour contrary to this Charter. A specific tool is available to Supplier at the following address:

<https://edenred.integrityline.org/>.

Available 24/7, the SAFE Channel allows suppliers to securely and anonymously report any potentially inappropriate business conduct.

Case managers have been designated to deal effectively with these reports. They can contact the whistleblower without compromising their anonymity.

**DISCLAIMER FROM SUPPLIER:**

*If necessary, Supplier should share with EDENRED any act, event, or any other matter that would be of relevance if compliance with any of the above principle is at risk or is not possible.*

By providing services to Edenred, Supplier formally agrees with the standards set out in this document.

## REFERENCE TEXTS

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life, known as the Sapin II law (known as "Sapin II Law")

The principles, standards and conventions mentioned before were used in preparing this:

- United Nations Sustainable Development Goals
- International Labour Organization: [www.ilo.org](http://www.ilo.org) with specific reference to:
  - International Labour Organization Convention on freedom of association and collective bargaining (ILO Conventions 87, 98 and 135)
  - International Labour Organization Convention on hours of work (ILO Convention 1 and 30)
  - International Labour Organization Convention on Minimum Age (ILO Convention 138)
  - International Labour Organization Convention on the Worst Forms of Child Labour (ILO Convention 182)
  - International Labour Organization Convention on Forced Labour (ILO Convention)
  - International Labour Organization Convention on Abolition of Forced Labour (ILO Convention 105)
  - International Labour Organization Convention on Equal Remuneration (ILO Conventions 26 and 131)
  - International Labour Organization Convention on Discrimination (ILO Conventions 100 & 111)
  - International Labour Organization Convention on Occupational Safety and Health Convention (ILO Convention 155)
  - International Labour Organization Convention on Violence and Harassment in the World of Work (ILO Convention 190)
- UK Modern Slavery Act
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas