



JCDecaux's Code of Conduct of Suppliers

2018 Edition

JCDecaux

SUPPLIERS RELATIONS



Summary

I JCDecaux's Code of Conduct of Suppliers

II JCDecaux

- The principles governing JCDecaux's - Activities
- The principles governing JCDecaux's - Relations with its suppliers

III Our suppliers' commitments

- Ethics
- Social
- Health, safety and hygiene
- Environment

IV Application, dissemination and monitoring

- Application and dissemination procedures
- Verification and evaluation



I | JCDecaux's Code of Conduct of Suppliers

JCDecaux's Code of Conduct of Suppliers defines the principles which all suppliers working with JCDecaux must comply with in their business activities throughout the world. It is part of the sustainable development approach of the JCDecaux Group. Based on recognised international standards, the guiding principles of the Organisation for Economic Cooperation and Development (OECD), the Universal Declaration of Human Rights of the United Nations Organisation (UNO), and the eight Fundamental Conventions of the International Labour Organisation (ILO), this Code of Conduct of Suppliers reflects the expectations of JCDecaux with respect to ethics, Human Rights, health and safety at work, and the environment.

By signing JCDecaux's Code of Conduct of Suppliers (the "Code of Conduct"), the supplier accepts the terms of this Code without reserve and undertakes vis-à-vis the Group to strictly comply with the principles set forth therein.

The Code of Conduct is included in the JCDecaux Group's General Terms and Conditions of Purchase. Once signed, the Code of Conduct forms an integral part of the contractual purchase documents signed between any JCDecaux company and the relevant supplier.

To the extent that a local law or regulation provides greater protections than the Code of Conduct, suppliers are expected to comply with that local law or regulation.



|| JCDecaux

THE PRINCIPLES GOVERNING JCDECAUX'S ACTIVITIES

Quality

Precision and the permanent quest for improvement of our products and procedures have allowed JCDecaux to build a strong and recognised image and to establish within JCDecaux a stimulating and unifying corporate culture.

Honoring our commitments

The trust the Group inspires in its professional relations results from the fact that JCDecaux honors its commitments.

Sustainable development

Sustainable development is at the heart of JCDecaux's economic model; JCDecaux designs and develops a range of street furniture products which combine service to users, aesthetics, quality, functionality and advertising effectiveness for advertisers. JCDecaux's commitment to sustainable development relates to the environmental, social and corporate domains and, since 2008, has been part of a proactive and demanding JCDecaux Group policy.

Ethics

The Fundamental Rules of Ethics of JCDecaux are summarized in JCDecaux Group's Code of Ethics, available on the Group's website.

THE PRINCIPLES GOVERNING JCDECAUX'S RELATIONS WITH ITS SUPPLIERS

Compliance with regulations

JCDecaux conducts its operations in compliance with all applicable laws and regulations.

Fair competition

JCDecaux ensures open, free and fair competition between its suppliers, based on free access to calls for tenders or bidding, fair treatment of candidates, transparency, and traceability of the procedures implemented.

Protection of personal data

Within the framework of the implementation of the contract between JCDecaux and its suppliers, JCDecaux shall collect and process personal data regarding such suppliers and/or their employees, and therefore set up a processing of personal data for the purpose of managing the suppliers (including the management of the contract, orders, shipping, invoices, accounting, follow up of the contractual relationship), and more generally managing the operations allowing JCDecaux to communicate with such suppliers and/or employees.

JCDecaux ensures the protection of personal data provided by its suppliers within this framework, in compliance with law n°78-17 of January 6th, 1978 called « Loi Informatique et Libertés » as modified and, as from May 25th, 2018, of the European General Data Protection Regulation 2016/679 of April 27th, 2016.

For more information regarding how JCDecaux processes his suppliers' personal data, the latter may acquaint themselves with the JCDecaux's Privacy Policy available at the following address: <http://www.jcdecaux.com/jcdecauxs-privacy-policy>.

Fight against internal corruption

JCDecaux undertakes to refuse any direct or indirect compensation, service or financial benefit likely to undermine the independence, objectivity and impartiality of its judgement.



Our suppliers' commitments

Ethics

JCDecaux requires compliance with the ethical principles described below to establish high-performing and lasting relations with its suppliers.

Permits and approvals: suppliers shall guarantee the validity of the authorisations and approvals necessary to carry out their activities and, if necessary, provide JCDecaux with the related certificates.

Business integrity / anti-corruption: suppliers must refrain from offering or soliciting, directly or indirectly, benefits of any kind or cash payments for the purpose of making a profit or gaining an undue advantage. The value of the gifts (goods and services) which may be accepted by the employees of JCDecaux is capped at €70; any gift offered within this limit must be addressed to the place of work of the relevant employee and not a personal residence.

Prevention of conflicts of interest: suppliers must disclose any personal, financial or other interest linking them to an employee of JCDecaux which could interfere in any way in their relations or otherwise create the appearance of a conflict of interest.

Transparency: suppliers must be transparent with JCDecaux, and provide JCDecaux with information concerning the economic and financial situation of their business in complete honesty and in compliance with the regulations and the usual practices in their sector of activity.

Fair competition: suppliers must comply with the laws and regulations in force concerning free and fair competition, and not undertake any abusive or illegal behaviour, abuses and practices which restrict competition or which are anti-competitive: agreements, abuse of a dominant position, abusive exploitation of a customer or supplier situation of economic dependence.

Intellectual property: suppliers undertake to respect the intellectual property rights of JCDecaux by respecting its inventions, developments, concepts, trade secrets, patents, copyrights, trademarks and other intellectual property rights, including, but not limited to, by not reproducing images of JCDecaux street furniture and/or trademarks on any medium whatsoever without the prior written consent of the relevant JCDecaux company.

Confidentiality: suppliers undertake to protect personal information and JCDecaux confidential or proprietary information to which they have access by complying with the laws and regulations applicable in the relevant jurisdiction and any applicable confidentiality agreements.

Alert and non-retaliation: suppliers undertake to report to JCDecaux any breach of the environmental, social or ethical rules set forth in this Code of Conduct, and internally encourage their employees to express any concern, or to report or condemn any breach of the legal and ethical standards observed, without fear of reprisal.

Personal data protection: Within the framework of the implementation of the contract between JCDecaux and its suppliers, the suppliers shall collect and process personal data regarding JCDecaux and/or its employees in order to manage the contractual relationship. In this respect, the suppliers undertake to set up a processing of personal data in compliance with law n°78-17 of January 6th, 1978 called « Loi Informatique et Libertés » as modified and, as from May 25th, 2018, of the European General Data Protection Regulation 2016/679 of April 27th, 2016.

Social

Suppliers must comply with the applicable local, national and international laws and regulations in force in the area of employment and labour relations.

Suppliers must at a minimum comply with the following international standards:

Prohibition of forced labour (ILO Conventions No. 29 and No.105): Suppliers will refrain from using any form of forced or compulsory labour obtained under the threat of sanctions, the withholding of identity documents, any security deposit from workers, or any other constraint.

Prohibition of child labour (ILO Convention No.138): suppliers must refrain from employing persons whose age is lower than that of the completion of compulsory schooling in the relevant jurisdiction or in any event who are under the age of 15.

Freedom of association and collective bargaining (ILO Conventions No. 87 and No. 98): suppliers shall acknowledge and respect the freedom of association of their employees and the right of collective bargaining.

Equality of treatment (ILO Conventions No.100 and No.111): suppliers shall afford all their employees equal and honest treatment, and ban any discrimination in terms of hiring, access to training, promotion or dismissal, made on the basis of nationality, social or ethnic origin, sex, religion, age, handicap, sexual orientation, political opinion or any other form of discrimination pursuant to applicable laws and regulation in their jurisdiction.

Humane treatment: suppliers shall ban any form of corporal punishment, moral or physical violence, and psychological or sexual harassment.

Working hours (ILO Convention No. 30): suppliers shall comply with national and local regulations relating to the limits set on the number of working hours and the management of overtime hours.

In accordance with ILO Conventions No. 14 and No. 106, suppliers shall grant a minimum of twenty-four consecutive hours of rest in every period of seven days to each employee.

Remuneration: suppliers shall adopt remuneration policies which meet or exceed the legal minimum wage fixed by national or local laws; or, in the absence of specific legislation, provide a regular wage which at a minimum meets the basic needs of their employees, as defined in each jurisdiction.

Paid leave: in accordance with the local or national regulations in force, suppliers shall grant their employees a minimum paid leave per year of service.

› JCDecaux will favour suppliers who comply with ILO Convention No. 132.

Maternity leave: suppliers shall grant a minimum number of days of maternity leave in accordance with the local or national regulations in force and will use their best to ensure that the employee on leave returns to her job- or an equivalent job- upon returning to work.

› JCDecaux will favour suppliers who comply with ILO Convention No. 103.

Social security: suppliers shall contribute to the mandatory social security systems in force in each jurisdiction.

› JCDecaux will favour suppliers who endeavour to cover any shortcomings in the State protection systems by putting in place a private insurance scheme, including health care services, insurance for disability or retirement in accordance with ILO Convention No. 102.

Health, safety and hygiene

Suppliers must at minimum comply with laws and regulations in force in their jurisdiction and take the necessary measures to ensure their employees a safe and hygienic working environment, and preserve their physical integrity in compliance with ILO Convention No. 155, whether it be factory workshops, offices, external facilities or living spaces, such as a company cafeteria and restaurant.

Safety in the workplace: suppliers shall ensure that the buildings comply with the building maintenance and safety standards in force by having experts regularly inspect such buildings and suppliers shall ensure that the machinery and equipment in the work place are safe.

› **Safety training:** JCDecaux will favour suppliers who have trained their workers to operate its machinery and equipment and informed their workers of the safety procedures with respect to such machinery and equipment.

› **Emergency preparedness:** JCDecaux will favour suppliers who have identified and assessed Health & Safety risks, implemented prevention procedures and action plans, and who have prepared their workers to react in the event of an emergency.

Accidents at work: suppliers shall implement procedures and systems to prevent, manage and monitor accidents at work and occupational diseases. Suppliers shall comply with applicable occupational health and safety laws and applicable insurance requirements such as workers compensation insurance.

Suppliers shall identify and assess the degree of exposure of their employees to chemical, biological and physical agents; and provide their employees with appropriate protective equipment.

› **Physical work:** JCDecaux will favour suppliers who have identified and assessed the exposure of their employees to the dangers of certain physical tasks: handling operations, transporting heavy objects, standing for long periods, overly-repeated tasks, etc.

Hygiene in the workplace: in accordance with the applicable hygiene rules in force, suppliers shall make available to their employees premises which are clean and ventilated, have usable sanitary facilities, access to drinking water and eating areas. The accommodation and dormitories made available by suppliers must be clean, hygienic, safe and liveable (hot water, heating and ventilation, and have sufficient space).

› **Certification of the health and safety management system:** JCDecaux will favour suppliers having obtained a certification of their health and safety management system (OHSAS 18001 or equivalent) for the purpose of assessing, controlling and anticipating the risks linked to their activities and raising awareness among employees and suppliers.

Environment

Suppliers must at least comply with the local, national and/or international regulations in force and which apply to their activities in the area of environmental protection.

Water: suppliers must treat waste water before releasing it into the natural environment or having it treated in authorised water treatment plants.

› JCDecaux will favour suppliers who have a policy of reducing their water consumption.

Waste: suppliers at a minimum should separate hazardous waste from non-hazardous waste, store such waste under the appropriate conditions, and ensure that such waste is treated in compliance with the local regulations in force.

JCDecaux will favour suppliers committed to an approach reducing the quantity of waste materials they generate and maximising the recycling of such waste.

Hazardous products: suppliers must identify, record and manage their chemical and hazardous substances in an appropriate manner, in compliance with the regulations in force, and in accordance with an approach which ensures the safety of the handling, transport, storage, use, recycling, reuse and disposal of such hazardous products.

JCDecaux requires its suppliers of electronic products to comply with the RoHS and WEEE Directives, and to comply with the REACH Regulation for products manufactured for JCDecaux.

JCDecaux expects its suppliers to share its commitment with respect to the protection of the environment, the preservation of natural resources and the fight against climate change both within the framework of the activities carried out for JCDecaux as well as in the rest of their activities.

› **Certification of the environmental management system:** JCDecaux will favour suppliers having certified their environmental management system (ISO 14001 or equivalent) for the purpose of assessing, controlling and anticipating the risks linked to their activities and raising awareness among employees and suppliers

› **Air emissions:** JCDecaux will favour suppliers having a policy to control and reduce their greenhouse gas, noise, dust emissions and volatile chemical particles

› **Preservation of natural resources:** JCDecaux will favour suppliers with a policy to reduce their energy consumption and their consumption of raw materials to preserve natural resources.

› **Environmental variants /Innovations:** with the aim of moving towards an approach of creating shared value, JCDecaux will favour suppliers offering products or services that have a lower environmental impact within the specifications requested by JCDecaux and will favour the implementation of good practices which respect the environment.



IV Application, dissemination and monitoring

Application and dissemination procedures

By signing the Code of Conduct, suppliers accept the terms thereof and undertake vis-à-vis the JCDecaux Group to comply strictly with the minimum requirements of JCDecaux.

Where local laws and regulations are less demanding, the principles of the Code of Conduct will prevail if they do not breach any legal provisions in force.

JCDecaux expects its suppliers (i) to inform their own suppliers, service providers and subcontractors of the principles of this Code of Conduct, (ii) to ensure that they comply with them and that they use suppliers or subcontractors which comply with these same obligations, and act in compliance with the applicable laws and regulations of the jurisdictions in which they operate.

Verification and evaluation

JCDecaux reserves the right to audit and verify that its suppliers comply with the requirements of this Code of Conduct. The latter must provide the information necessary to verify and evaluate the principles of this Code of Conduct, and in particular evidence of social and environmental approvals.

In this regard, JCDecaux has implemented a two-step process for evaluating its suppliers:

1. Suppliers are evaluated internally by JCDecaux, to measure, on the one hand, their degree of compliance with the Code of Conduct and, on the other hand, their overall Sustainable Development performance.
2. Suppliers may be audited by JCDecaux or by a third party commissioned by JCDecaux in order to ensure compliance with the principles set forth in the Code of Conduct.

This process is part of the Group's global purchasing approach and is integrated to the operational evaluations and audits (cost, quality, lime) of suppliers performed by JCDecaux.

If actions or conditions breach this Code of Conduct, or a supplier refuses to improve where it is not in compliance with this Code of Conduct or does not make the necessary efforts to improve, JCDecaux reserves the right to terminate all contracts with such supplier in compliance with Article 23 of its General Terms and Conditions of Purchase.



