

CODE OF CONDUCT

OF THE SPIE BATIGNOLLES GROUP

Prevention of corruption
and influence peddling



2024 EDITION

spie batignolles

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EXECUTIVE COMMITTEE Statement - Compliance Programme

The Spie batignolles Group is developing its in the fields of construction, civil engineering, public works, property and energy, in France and abroad.

The EXECUTIVE COMMITTEE of the Spie batignolles Group has set up a compliance programme comprising an Ethics Charter, a Code of Conduct and specific procedures, adapted to the regulations of each of the countries in which the Spie batignolles Group is established.

Thus, thanks to the commitment of all employees and in particular managers, the compliance programme contributes to ensuring the legal and financial security of all the Spie batignolles Group's activities while meeting its social commitments..

The objectives of the Spie batignolles Group compliance programme are to:

- Raise awareness and train all Spie batignolles Group employees in the applicable regulations and the corresponding risks.
- Consolidate the fundamentals of the Spie batignolles Group (customer orientation in the commercial approach, commitment of the people, recurring margins, quality of work).
- Convey ethical and compliance culture through the Ethics Charter and Code of Conduct.
- Ensure compliance with this Code of Conduct.
- Ensure a permanent process of progress by preventing risks that could lead to breaches of the laws and regulations to which the Spie batignolles Group is subject as part of its activities.

The programme implemented by the Spie batignolles Group fights against all unethical practices (anti-competitive practices, corruption, influence peddling, etc.) likely to damage its image and reputation.

The Spie batignolles Group's EXECUTIVE COMMITTEE ensures that the internal rules in place for all employees are strictly applied.

To achieve these objectives, the Spie batignolles Group's EXECUTIVE COMMITTEE relies in particular on the following levers:

- 1- The strong and permanent commitment of all Spie batignolles Group employees and in particular of the management
- 2- An Ethics Charter
- 3- A Code of Conduct
- 4- Close monitoring of risk developments
- 5- A training programme for all employees
- 6- A warning process

The Compliance Department is under the responsibility of the Group's Legal Department, which coordinates the implementation of the compliance programme within all Spie batignolles Group companies.

It ensures the legal security of the commitments made, by working closely with the Group's EXECUTIVE COMMITTEE, the Management Committees of the Spie batignolles Group companies and their Ethics and Compliance Officers.

It reports regularly on its actions to the Group Ethics and Compliance Committee under the supervision of the EXECUTIVE COMMITTEE.

The Group's EXECUTIVE COMMITTEE is counting on everyone's commitment to uphold the values and reputation of the Spie batignolles Group.

Jean-Charles ROBIN
President

The Members of the EXEC COM

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Spie batignolles, an independent French group, is a global player in the building and public works sector. It operates through its direct and indirect subsidiaries (together referred to as "the Spie batignolles Group" or "the Spie batignolles Group companies") in the fields of construction, civil engineering, foundations, public works, energy and property, in France and abroad.

The Spie batignolles Group is committed to respecting the law in its business activities and transactions in France and abroad and, in particular, to respecting the rules prohibiting corruption and influence peddling.

Thus, in general, all persons linked to the Spie batignolles Group by an employment contract and/or a corporate mandate (hereinafter referred to as "Employees") and all natural or legal persons linked to the Spie batignolles Group by an agreement (hereinafter referred to as "Third Parties") must, in all circumstances, behave in accordance with the values of the Spie batignolles Group, as expressed in its Ethics Charter and its Code of Conduct.

The Spie batignolles Group is committed to a zero tolerance policy on corruption and influence peddling.

In accordance with Article 17 of Law No. 2016-1691 of 9 December 2016, as amended by Law No. 2022-401 of 21 March 2022 on transparency, the fight against corruption and the modernisation of economic life (hereinafter referred to as the "SAPIN 2 Law"), the Spie batignolles Group specifies, through the adoption of this Code of Conduct, the expected behaviours in order to prevent the particular risks of corruption and influence peddling.

1- PURPOSE OF THE CODE OF CONDUCT

In accordance with the SAPIN 2 law, this Code of Conduct aims to prevent Spie batignolles Group companies, their employees and third parties from any behaviour that could constitute corruption or influence peddling.

Corruption refers to the situation in which:

- A natural or legal person, public or private agent, is granted or promised by another, **a favour or an advantage of any kind, in France or abroad** (for example, a sum of money, a gift, a donation, an invitation, a job, the assumption of expenses etc.).

In return for

- Performing, delaying or omitting to perform any act that falls, directly or indirectly, within the scope of his or her office or mandate or is facilitated by his or her office or mandate.

This situation of corruption corresponds to two types of criminal offences:

- **Active corruption (the briber):** this situation concerns the natural or legal person who offers an advantage in return for an action or omission.
- And **Passive corruption (the bribed):** this situation concerns the natural or legal person who receives an advantage in return for an action or omission.

Influence peddling corresponds to the following situation:

This is a situation close to corruption in which:

- A natural or legal person is granted **a favour or advantage of any kind** (e.g. a sum of money, a gift, a donation, an invitation, employment, the payment of expenses, etc.) by another person.

In return for

The abuse of one's influence, real or supposed, to obtain a decision taken by a Third Party (obtaining awards, jobs, contracts or any other favourable decision).

Influence peddling involves three actors: the beneficiary (the one who provides the favour or advantage and hopes to benefit from the decision), the intermediary (the one who uses the credit or influence he or she possesses because of his or her position) and the target person who holds the decision-making power.

Example of prohibited behaviour: the appointment of an intermediary with family ties to the representative of a public contracting authority in charge of awarding contracts, charged with interfering on behalf of the Spie batignolles Group.

2- SCOPE OF THE CODE OF CONDUCT

This Code of Conduct applies, in France and abroad, to:

- All Spie batignolles Group companies,
- All employees of Spie batignolles Group companies, regardless of the actual location of their activity,
- All Third Parties with which the Spie batignolles Group has a contractual relationship.

3- THE BEHAVIOUR EXPECTED BY THE SPIE BATIGNOLLES GROUP WITH REGARD TO IDENTIFIED RISKS

3.1 Use of Spie batignolles Group companies' resources

- (i) It is forbidden to use the resources of Spie batignolles Group companies for purposes of corruption and influence peddling.

Example of prohibited behaviour: work cannot be carried out or materials cannot be supplied, free of charge or for less than the market price, to Third Parties or representatives of Third Parties with whom the Spie batignolles Group has a business relationship.

- (ii) Agreements entered into by Spie batignolles Group companies cannot cover practices involving corruption or influence peddling; financial controls are regularly carried out on each operation conducted by Spie batignolles Group companies.

Example of prohibited behaviour: a contractor cannot require the companies of the Spie batignolles Group to include the renovation of his personal swimming pool in the price of the agreement in return for being awarded the contract.

- (iii) Employees of the Spie batignolles Group cannot, in the performance of agreements entered into by a company of the Spie batignolles Group, grant to Third Parties financial advantages (in particular back margins) not provided for in the agreement.

Back margins or other incentives not provided for in the agreement are prohibited, whether they benefit Employees, Spie batignolles Group companies or Third Parties and their representatives.

- (iv) (iv) Spie batignolles Group companies shall ensure that the use of the accounts they open with their suppliers or the subcontracting agreements they enter into do not allow any Third Party to benefit from any advantages characterising a situation of corruption or influence peddling.
- (v) Spie batignolles Group companies ensure that its Employees do not use Group resources to obtain or accelerate the granting of authorisations or administrative acts by public officials (payment of facilitation).

3.2 Gifts and invitations

- (i) The gifts or invitations offered or received must be of reasonable value, in accordance with common practice and comply with the following conditions:

In general, gifts and invitations **should not**:

- Be motivated by the search for a quid pro quo,
- Be likely to impair the independence of judgment of the recipient of the gift or invitation,
- Be contrary to a known rule to which the recipient is subject,
- Constitute a corrupt practice or influence peddling.

In particular:

Any employee who offers or receives a gift or invitation for an estimated amount of more than 500 Euros must declare it to the Ethics and Compliance Officer of the Spie batignolles Group company concerned. The declaration will be recorded in the register of gifts and invitations kept by each Ethics and Compliance Officer.

If the gifts or invitations made or received for the benefit of the same person, during a calendar year, exceed 500 Euros, the employee concerned (the employee who makes or receives the gifts and invitations) must make a declaration to the Ethics and Compliance Officer of the Spie batignolles Group company concerned. The declaration will be recorded in the register of gifts and invitations kept by each Ethics and Compliance Officer.

Employees of the Spie batignolles Group who are invited or wish to invite the mayor of a municipality with more than 50,000 inhabitants, the president of a local authority, a senator, member of parliament, prefect, sub-prefect, their chief of staff, and any member of the government ² must declare the invitation to their Ethics and Compliance Officer prior to the invitation.

If a Spie batignolles Group Company has a subscription to attend sporting or cultural events, the guests must be declared to the Ethics and Compliance Officer of the Company concerned, at the latest within 5 days of the event. Each Ethics

and Compliance Officer will record the names of the persons concerned (guest and invitee) in the Invitation Register.

- Declarations are made by the Employee concerned and sent by email to the Ethics and Compliance Officer. Declarations must mention the name, position and employer of the third party to the Group as well as the estimated cost of the invitation or gift

Example of Accepted behaviour:

In particular, the following invitations can be offered or accepted, provided they meet the above criteria:

- Invitations to sporting events in France,
- Invitations to sporting or cultural events organised abroad if they are declared in advance to the Ethics and Compliance Officer of the Spie batignolles Group company concerned,
- Invitations to festive events organised for a group of clients (exhibitions, cultural outings, parties),
- Business lunches and dinners,
- Gifts

Example of prohibited behaviour:

- All Employees are formally prohibited from offering a gift or invitation to any Third Party between the beginning of any competitive bidding procedure in which they take part and the latest date of signature or notification of the resulting agreement.
- In any event, if an Employee has any doubts about the compliance with this Code of Conduct of gifts and invitations offered or received, he/she must ask his/her Ethics and Compliance Officer to ensure that his/her behaviour complies with the requirements of the Spie batignolles Group.

3.3 Patronage - Sponsorship

Patronage is subject to a specific procedure, referred to in Appendix 1:

- (i) **Patronage** is defined as the material support given, without direct counterpart on the part of the beneficiary, to a work or person for the exercise of activities of general interest.

For example, the Spie batignolles Corporate Foundation can make a donation to support a music festival organised by a public authority. Similarly, the Spie batignolles Corporate Foundation can make a donation to support the educational activities of sports clubs.

In both cases, the financial support is purely philanthropic.

- (ii) **Sponsorship** is defined as the material support of an event, person, product or organisation for direct commercial benefit.

For example, a Spie batignolles Group company can pay a sum of money to a private or public organisation in order to promote its activities and its commercial reputation.

- (iii) Spie batignolles Group companies can enter into patronage or sponsorship agreements, provided that:

- This action does not constitute a practice that can be qualified as corruption or influence peddling
- This action is part of a general policy of the Spie batignolles Group companies.
- The Spie batignolles Group company concerned has ensured that the beneficiary of the patronage or sponsorship action has practices and values compatible with the values and rules of Spie batignolles, particularly in terms of the fight against corruption and influence peddling.
- The draft patronage or sponsorship agreement has been validated in advance by the legal department of the Spie batignolles Group company concerned,
- The agreement is signed by a corporate officer of the Spie batignolles Group company concerned.
- The total amount of sponsorship and patronage actions is included in the annual budget of the companies concerned.

In practice in the Spie batignolles Group:

- **Patronage actions** are generally carried out by the Spie batignolles Corporate Foundation, unless the Foundation authorises the Spie batignolles Group company concerned to sign the Patronage agreement directly.

- Given the regional roots of the Spie batignolles Group companies, **sponsorship activities** can be carried out by each of the subsidiaries, in accordance with the above principles.

The following are strictly forbidden:

- Donations to political parties in France and abroad.
- Patronage and sponsorship actions for the benefit of a State or public authority, or any entity linked to the said State or authority, if the Spie batignolles Group has an interest (of any kind whatsoever) in a procedure for awarding an agreement to which the State, authority or entity concerned is party.

3.4 The use of service providers to assist Spie batignolles Group companies in their customer relations

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- (i) This article refers to agreements whereby the service provider proposes to give the Spie batignolles Group the benefit of its experience or knowledge of the Administration or of a sector of activity in general, in order to extend the commercial action of the Spie batignolles Group companies, i.e. in particular to improve the presentation of the Group's know-how, the negotiation of a project (as part of a procedure legally having this purpose), or the conduct of a business within an existing contractual framework.

Within the Group, these agreements can take the form of consulting, business development, commercial assistance or even lobbying or interest representation.

- (ii) **The conclusion of such agreements is only permissible if:**

- The signatory Spie batignolles Group Company has ensured that the service provider has practices and values compatible with the values and rules of the Spie batignolles Group, particularly with regard to the fight against corruption and influence peddling. Integrity checks on Third Parties are carried out as part of the specific procedure for the Identification and Evaluation of Third Parties, referred to in Appendix 2.
- The agreement defines precisely the missions of the co-contractor and provides for a remuneration:
 - Proportional to the quantity and quality of the services actually provided. The remuneration paid can include a bonus for winning a case, provided that the principle of proportionality between the work done and the remuneration is respected.
 - and based on the verified and documented performance of the consultancy services referred to in the agreement.

- The agreement shall comply with the model drawn up by the Spie batignolles Group's legal department in which the service provider undertakes to comply with this Code of Conduct. (See the model agreement in Appendix 3).
- The agreement has been validated in advance by the legal department of the Company concerned.
- The agreement is co-signed by a corporate officer of the Company concerned and by the Employee responsible for the file.

(iii) Conversely, the conclusion of such agreements is prohibited with Third Parties:

- who have served as managers of liquidated companies, when the Spie batignolles Group companies apply to the courts to take over the assets of these companies. Consequently, the Spie batignolles Group's offer to take over the assets of these companies cannot include an agreement to provide services to the former managers of these companies,
- Domiciled in countries subject to a privileged tax regime - within the meaning of Article 238 A of the French General Tax Code - where the Spie batignolles Group has no business interests,
- Holding or having held an elected office in the 5 years preceding the conclusion of the agreement.

3.5 Relations with Third Parties

Third Parties are identified as part of the Third Party Identification and Assessment procedure referred to in Appendix 2. The procedure sets thresholds for triggering the assessment; however, Spie batignolles Group companies can adapt these thresholds according to the size of their markets and the specific risks identified in their risk mapping.

Companies in the Spie batignolles Group must ensure:

- That the Third Parties (in particular customers, first-tier suppliers, first-tier subcontractors, co-contractors, public or private project owners, commercial intermediaries and all other significant Third Parties identified by the risk map) with whom they contract comply with the provisions of this Code of Conduct and in particular that the specific procedure for the Identification and Evaluation of Third Parties has been applied.

- That the agreements entered into comply with the Spie batignolles Group's policy, particularly with regard to the prevention of corruption and influence peddling (mandatory integration of the "Ethics and Compliance - Knowledge of the Partner" clause referred to in Appendix 4).
- That, as part of the framework agreements, the rules for awarding and executing the agreements have been scrupulously respected.

With regard to mergers and acquisitions, Spie batignolles Group companies may be held liable for corruption or influence peddling by the target company. In this context, and in order to guard against any risk, due diligence operations must include checks on the risk of corruption and influence peddling

3.6 Prevention and management of conflicts of interest

The identification and management of conflicts of interest is organised as part of the procedure referred to in Appendix 5.

A conflict of interest is defined as any situation likely to create confusion between the interests of Spie batignolles and the personal interests of employees of Spie batignolles Group companies or their close associates.

3.7 Training for Spie batignolles Group employees

The training of Spie batignolles Group employees is organised as part of the procedure referred to in Appendix 6.

In order to enable all Spie batignolles Group employees, and in particular the most exposed employees, to be aware of the Group's "ethics and compliance" approach, compulsory training modules are followed by the employees.

In addition, in the event of identified needs, training can be offered to employees of Third Parties in contractual relations with Spie batignolles Group companies.

4- LEGAL VALUE OF THE CODE OF CONDUCT

4.1 With regard to Employees

The Code of Conduct is integrated into the internal regulations of all Spie batignolles Group companies.

4.2 With regard to Third Parties

The Code of Conduct is enforceable against Third Parties if it is referred to in all agreements binding the Third Party to the Spie batignolles Group.

When the stipulations of the agreements can be negotiated, all commercial agreements concluded by Spie batignolles Group companies must include a clause by which the Third Party contracting party acknowledges having been informed of the prevention policy put in place by the Spie batignolles Group, in terms of the fight against corruption, influence peddling and the protection of Personal Data (RGPD)

The Third party undertakes:

- To comply with all the above provisions as far as it is concerned.
- To take all reasonable measures to ensure that its employees, agents, service providers or other Third Parties subject to its control or influence and having links with the Companies of the Spie batignolles Group for the execution of the agreement, are able to comply with the provisions of this Code of Conduct.

This clause can provide for sanctions in the event of non-compliance with the code of conduct, which can go as far as the termination of the agreement by the Spie batignolles Group company in the event of a serious breach, as well as the payment of damages in the event of prejudice suffered by the said company.

In the event that the Spie batignolles Group is required by a Third Party with whom it has a contractual relationship to comply with provisions that are more restrictive than those set out in this Code of Conduct in terms of the fight against corruption and influence peddling, these more restrictive provisions will apply cumulatively or, in the event of contradiction, will replace those of this Code of Conduct.

5- CONTROL AND GOVERNANCE

5.1 Responsibility of the Employees

Employees of Spie batignolles Group companies are directly concerned and must:

- Respect the provisions of this Code of Conduct,
- To behave in all circumstances in accordance with the law and the interests of the Spie batignolles Group.
- Verify the appropriateness of decisions, actions and recommendations with the laws and rules of the Group, particularly those set out in this Code of Conduct.

Employees of Group companies can report any irregularities that they may identify with regard to expected practices. Such reports must be made in good faith and without direct financial compensation. Employees can then refer the matter directly to the subsidiary's ethics officer or use the whistleblowing system. The process for reporting and handling alerts is set out in Article 6 below.

Employees of the Spie batignolles Group are aware of the sanctions that can be applied to them in the event of non-compliance with the Code of Conduct; these sanctions are set out in Article 5.3 below.

If in doubt about what to do, employees can contact their Ethics and Compliance Officer.

5.2 Role of the line manager

The line manager is responsible for disseminating this Code of Conduct to the employees under his/her authority. With the guidance of the Ethics and Compliance Officer, he/she shall provide assistance and advice to Employees who question him/her or raise concerns about ethics, corruption and influence peddling.

5.3 Disciplinary regime

The disciplinary regime set out in the internal regulations is applicable to Employees who do not respect the provisions of this Code of Conduct.

6- ALERT SYSTEM

The following alert system complies with the provisions of Law no. 2016-1691 of 9 December 2016, amended by Law no. 2022-401 of 21 March 2022 aimed at improving the protection of whistleblowers, as well as Law no. 2017-399 of 27 March 2017 on the duty of care of parent companies and ordering companies (duty of care law).

6.1 Who can issue an alert?

Any individual (all employees, casual workers, shareholders, representatives and employees of co-contractors) who is aware of a risk of non-compliance with the law or procedures or of a breach by Spie batignolles or its employees of the law, internal rules, and in particular the Code of Conduct and compliance procedures of the Spie batignolles Group, can issue an alert.

Outside the professional sphere, the person reporting must have personal knowledge of the facts reported.

6.2 Confidentiality of the alert

The author of the alert who acts in good faith and without any direct financial interest is qualified as an "Alerting Party". The Alerting Party benefits from the confidentiality of his/her identity when reporting.

Thus, the identity of the Alerting Party and the elements communicated will only be disclosed:

- to the persons authorised to examine the admissibility and processing of the alert, namely The Ethics and Compliance Officer in charge of the alert line, the Ethics and Compliance Officer, the General Director and the Human Resources Director of the subsidiary concerned, the Legal and Compliance Director of the Spie batignolles Group and any person whose expertise is essential to the analysis of the alert.
- to representatives of the courts who so request.

However, if the report is made anonymously, it will be treated in the same way as if the Alerting party had been identified. Nevertheless, the Alerting party cannot be assured of having access to the follow-up information of the internal investigation procedure described below.

In accordance with the provisions of article 10-1 of the law of 9 December 2016 modified by the law of 21 March 2022, the Alerting party cannot be held civilly liable for damage caused by his or her alert. He/she can not be subject, because of his/her report, to any measure of reprisal, nor threats of suspension, dismissal, layoff, demotion, refusal of promotion, refusal of training, discrimination, etc.

6.3 Processing of data

The information provided by the Alerting Party will be processed in accordance with the provisions of the General Data Protection Regulation (RGPD).

Thus, when issuing an alert, only the following categories of data will be recorded for the purpose of processing the alert:

- Identity, function and contact details of the Alerting party
- Identity, function and contact details of the person who is the subject of the alert

Once the alert has been processed, the personal data collected will be anonymised so that the Alerting Party and the person concerned can no longer be identified following the investigation.

6.4 Admissibility of the alert:

To be admissible, the alert must be issued in accordance with the following substantive and formal requirements:

(i) Form requirements

Any person wishing to report the existence of facts contrary to the Code of Conduct or the compliance procedures of the Spie batignolles Group can:

- Inform the Ethics and Compliance Officer of the subsidiary. In this particular case, the report must be recorded in writing so that the Employee can benefit from the protection of the Alerting party.
- Or contact the Alert Line in writing, by filling in the "Alert" form available on the Spie batignolles Group website (<https://www.spiebatignolles.fr/>).

The Alerting party should:

- Indicate precise and significant facts.
- Attach, if possible, any supporting documents to substantiate the facts described (photos, writings, recordings, testimonies, etc.).

(ii) Substantive conditions

The Alerting Party must act in good faith, without any direct financial interest, in communicating information of which it has knowledge.

The Alerting Party is informed that any report having the effect of intentionally harming Spie batignolles or its managers is likely to engage its liability. In this respect, the Alerting Party is informed that any abusive or dilatory action can lead to the payment of a civil fine of €60,000 without prejudice to the awarding of damages, on the basis of articles 177-2, 212-2 and 392-1 last paragraph of the Code of Criminal Procedure.

6.5 Conduct of the investigation

The Compliance Officer in charge of the Alerting Line will check any deviations between the internal rules and the professional practices.

When major deviations appear, The Compliance Officer in charge of the Alerting Line inform the Board of Directors in order to adapt the internal rules and reduce all the risks for the future.

The investigation is divided into three stages.

STAGE 1: Reception of the Alerting Party's report

Within 7 working days of receiving the Alerting Officer's report, the Ethics and Compliance Officer in charge of the Alerting Line will acknowledge receipt and:

- (i) Checks that the conditions for admissibility of the alert are met within the meaning of the law of 9 December 2016. If the alert is not admissible, the Ethics and Compliance Officer in charge of the alert line informs its author (except if the alert is anonymous).
- (ii) Recalls:
 - That the alert made is subject to the strictest confidentiality, in particular with regard to the confidentiality of the identity of the Alerting Party.
 - If the report is made in good faith and without direct financial interest, the Alerting Party is placed under the protection of the law. Otherwise, the company can seek to hold the Alerting Party liable.
 - The course of the investigation procedure and sets a timetable.

STAGE 2: Conduct of the investigation

ACTION 1:

Within 30 working days from the time of receipt of the Alerting Party's report the Ethics and Compliance Officer in charge of the alert line:

- Informs the persons concerned within the branch.
- Hears the persons involved and conducts an investigation based on documents and on site.
- Examines the documentation transmitted by the Alerting Party.
- Collects all testimonies.

ACTION 2:

Within 45 working days of receiving the Alerting Party's report, the Ethics and Compliance Officer in charge of the alert line:

- Informs the Alerting Party about the status of the investigation.
- Requests additional evidence, if needed.
- Invites the Alerting Party for an interview.

STAGE 3 : ESTABLISHMENT OF THE CONCLUSIONS

Within 70 working days from the time of receipt of the Alerting Party's report the Ethics and Compliance Officer in charge of the alert line:

- Draws up an investigation report.
- Sends the investigation report to the Board of Directors of Spie batignolles (Group Presidency, General Management of the subsidiary, Human Resources Departments, Ethics and Compliance Referent of the subsidiary concerned).
- Sends the conclusions of the investigation report to the Alerting Party.

6.6 Closure of the investigation and retention of documents

- The alert is recorded and anonymised in the register kept by the Group Legal and Compliance Department.

- Data relating to alerts will be kept for a period of 5 years, in compliance with the applicable rules on the protection and processing of personal data.

The CNIL (Commission Nationale de l'Informatique et des Libertés) has established a framework for alert systems, compliance with which ensures conformity with data protection regulations.

- If the alert is deemed inadmissible, all data relating to the identification of the Alerting Party and the person concerned are destroyed without delay. However, if necessary, the Spie batignolles Group can claim compensation for the damage caused to it if the alert line is deemed inadmissible.

6.7 Access and rectification rights

Any person identified as part of an Alert can, at any time, access the data concerning him or her and ask the Ethics and Compliance Officer in charge of the Alert Line to rectify or delete it if it is inaccurate, incomplete, ambiguous or out of date or if its collection and storage is prohibited.

7- REMINDER OF THE RISKS IN CASE OF CORRUPTION OR INFLUENCE PEDDLING

- For the employee involved in corruption or influence peddling:
 - Up to 10 years imprisonment and 1 million Euro fine.
 - Deprivation of civil rights.
- For the Spie batignolles Group company concerned
 - A fine of up to 30% of the consolidated turnover of the Spie batignolles Group.
 - Submission to a compliance programme.
 - Compensation for victims.
 - Exclusion from public contracts.
 - A ban on raising funds.
 - Heavy image and reputational impact.

LIST OF APPENDICES:

Appendix 1: Group procedure for patronage and sponsorship actions

Appendix 2: Group procedure for identifying French and International Third Parties

Appendix 3: Agreement for the provision of services

Appendix 4: Clause "Ethics and Compliance - Knowledge of the Partner" paragraph 6.6 in the Group procedure for identifying French and International Third Parties

Appendix 5: Procedure for the Prevention and Management of Conflicts of Interest and other situations that could give rise to corruption or influence peddling

Appendix 6: Group procedure on the conduct and follow-up of the "SAPIN 2 LAW" training courses made mandatory by the law of 9 December 2016

Appendix 7: Alert reporting form

ALERT REPORTING FORM (appendix 7)

This form is intended to receive alerts reported in accordance with Law 2016-1691 of 9 December 2016, as amended by Law 2022-401 of 21 March 2022 on transparency, the fight against corruption and the modernisation of economic life (known as the Sapin 2 Law), as well as Law 2017-399 of 27 March 2017 on the duty of care of parent companies and ordering companies (Duty of Care Law).

1- CONFIDENTIALITY

Spie batignolles shall refrain from revealing the identity of the Alerting Party, except to persons with an interest in knowing the facts for the purposes of investigating the alert, within the limits of the persons covered by the Code of Conduct.

2- DESCRIPTION OF THE FACTS

Describe as objectively and accurately as possible the facts or information of which you have become aware, specifying the date and place:

.....

3- ATTACHMENT(S)

You may attach to this form any document that you feel would be useful to support your report. List below the documents attached to the form:

- ☐ Attachment number 1:
- ☐ Attachment number 2:
- ☐ Attachment number 3:
- ☐ Attachment number 4:
- ☐ Attachment number 5:

4- DECLARATION OF GOOD FAITH BY THE ALERTING PARTY

I certify on my honour that this communication is made in good faith and without direct financial consideration. Except in the case of deliberate error or omission, I accept and acknowledge that any abuse of this alert system can expose me to disciplinary proceedings, as well as to legal action if necessary.

5- IDENTITY OF THE ALERTING PARTY

Last name:

First name:

- ☐ Internal employee
Function of the group:
Place of work:
- ☐ External or occasional employee (temporary worker, trainee)
- ☐ External actor (consultant, service provider and company employees, subcontractors)

Your contact details:

Telephone number on which you wish to be contacted:

- ☐ I do not wish to reveal my identity

SEND



Spie batignolles - 157, avenue Charles de Gaulle 92200 Neuilly-sur-Seine - France



spiebatignolles.fr