

 THE ADECCO GROUP THIRD-PARTY CODE OF CONDUCT	Effective date: 01.01.2023
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	Document No. : 09.04 (001)
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1. Purpose and Scope

¹ At the Adecco Group (also referred to as “the Group”), we are committed to maintaining the highest standards of responsible business conduct and consistently embedding environmental, social and governance considerations across our business operations. One important aspect of our approach is supply chain responsibility. This means that we prefer cooperating with Third Parties who apply at least the same level of commitment to business ethics, integrity, and sustainability as we do, to ensure that the Adecco Group is not part of or party to activities, wherever they take place, that do not adhere to certain standards of social, environmental and ethical conduct. It also helps strengthen relationships, build trust and result in cascading positive impact across the value chain.

² Our Third-Party Code of Conduct (also referred to as “the Code”) outlines the minimum standards regarding general principles of business integrity, human rights and employment practices, environment, related management systems and due diligence that the Adecco Group expects Third Parties to comply with.

³ We expect that our suppliers including their employees, agents and subcontractors respect and adhere to the standards of this Code of Conduct when conducting business with, for or in relation with the Adecco Group. It is the suppliers' responsibility to train its employees, agents, and subcontractors accordingly.

⁴ This Code reflects the Group's commitment to respect and uphold the ten important principles of the United Nations Global Compact on human rights, labour, the environment and anti-corruption, as well as other international norms and standards in this field, including but not limited to the International Bill of Human Rights and the core labour conventions of the International Labour Organization (ILO).

2. Business Integrity

2.1 Compliance with this Code, Laws and Regulations

¹ Third Parties shall have processes and adequate controls in place to comply with this Code and all applicable laws and regulations. Prior to providing any products or services, Third Parties must ensure that all required permits, licences, or other permissions (if any) are obtained.

2.2 Compliance with Foreign Trade Law

¹ Third Parties shall comply with applicable economic sanctions and export control laws and regulations and avoid doing anything that would position themselves or the Adecco Group in violation of applicable economic sanctions and export controls.

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2.3 Preventing Corruption, Bribery and Economic Crime

¹ Third Parties shall respect applicable anti-corruption laws and take appropriate measures to prevent, detect and sanction any corruption or trading in influence, directly or indirectly, across the scope of their activities.

² Third Parties shall refrain from directly or indirectly (through Intermediaries or Subcontractors) offering, stipulating and/or giving any personal or improper advantage to obtain or retain a business or to in return obtain other improper advantages from a third party, whether public or private. Soliciting, accepting, offering, promising, or paying bribes, or making other improper payments, including facilitation payments and political contributions, or the giving or receiving of preferential treatment that may be perceived as a bribe for or on behalf of the Adecco Group is prohibited, whether directly or through any Third Party. Regardless of the gift or hospitality provided, the Adecco Group prohibits the offering and acceptance of gifts or hospitality in circumstances which could be considered to create, or appear to create, undue influence in connection with company business.

³ Third Parties shall also respect all applicable laws against economic crime across the scope of their activities, and not provide any service or enter any arrangement that facilitates or may constitute the Adecco Group's involvement either directly or indirectly in economic crime, including money laundering activities. Third Parties shall not channel any funds to, or support, illegal activities (e.g., terrorism, tax evasion, fraud).

2.4 Fair Competition

¹ Third Parties and their Staff shall refrain from any unfair competition under applicable anti-trust and competition laws and regulations, whether alone or in combination with other entities or individuals. Specifically, Third Parties shall not enter into any agreement, formally or informally, to unlawfully restrict competition, set prices, compensation, or benefits; or allocate clients, markets, people, or services for or on behalf of the Adecco Group or otherwise in connection with any relationship with the Adecco Group.

2.5 Conflict of Interest

¹ Third Parties shall take business decisions in the best interest of their company and not based on personal interests. They shall disclose all potential conflicts of interest to their Adecco Group contact or to the email address compliance@adeccogroup.com. Third Parties should strive to put in place appropriate measures to manage conflicts of interest among their Staff.

2.6 Protection of Intellectual Property

¹ Third Parties shall respect the intellectual property rights of the Adecco Group and others. Third Parties shall not use the Adecco Group's intellectual property in a manner that is not authorised by the Adecco Group nor other parties' unlicensed software or technology in support of or in connection with work for or with the Adecco Group.

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2.7 Data Privacy and Confidentiality

¹ To ensure that the Adecco Group's, its employees', and clients' and other Third-Parties' privacy rights and interests are protected, Third Parties shall safeguard and disclose personal data or confidential information, that they obtain during their relationships with the Adecco Group, only as authorised and directed by the Adecco Group and as required by applicable laws and regulations. Third Parties shall also protect personal data and confidential information against unauthorised and unlawful use, disclosure, access, loss, alteration, damage, and destruction.

2.8 IT Security

¹ Third Parties shall use security controls that meet the Adecco Group's requirements to maintain and protect information, including physical and electronic assets, obtained from the Adecco Group, the Adecco Group's clients and other Third Parties.

2.9 Publicity and Social Media

¹ Third parties shall not mention the Adecco Group and/or use the Adecco Groups confidential information in publicity without the Adecco Group's prior written consent. Third Parties shall refrain from disrespectful, unprofessional, harassing, defamatory, discriminatory, and prohibited activity on social media platforms.

2.10 Insider Trading

¹ Third Parties should not engage in insider trading, insider dealing or inappropriate procurement or disclosure of inside information regardless of whether the information was obtained while working for or with the Adecco Group. A Third Party in possession of inside information about a company shall not buy or sell any securities of that company.

2.11 Risk and Business Continuity Management

¹ Third Parties shall have risk prevention and risk management procedures in place to identify and manage risks associated with their operations.

² To mitigate the impacts of a disruptive incident, Third Parties should have business continuity measures in place for products and services being provided to the Adecco Group.

3. Human Rights and Employment Practices

¹ Third Parties shall adhere to all applicable employment law. Third Parties shall maintain working conditions that meet internationally declared human and labour rights rules and regulations. Core internationally recognised human and labour rights are contained in the International Bill of Human Rights and the core labour conventions of the International Labour Organization (ILO). Depending on circumstances, Third Parties may need to consider additional standards, agreements, and guidelines regarding social standards (including labour law and legal provisions concerning health and safety at work).

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3.1 Equity, Diversity, and Inclusion

¹ Third Parties should promote and maintain an inclusive and diverse culture and an environment of respect and equal opportunity for everyone working with them, where people are treated with dignity and fairness, individual differences are valued, and everyone feels comfortable about expressing opinions and contributing ideas, and that is free from any form of harassment, bullying, stalking, or intimidation. Third Parties shall not discriminate against any individual in their employment and hiring practices. This includes but is not limited to, any discrimination based on gender, sexual orientation/LGBTQIA+/gender identity or gender expression, family/marital status, pregnancy, age, ethnicity, heritage, nationality, social or economic background or origin, caste, religion/creed, political opinion, physical appearance, disability (visible or invisible), union membership, or any other personal characteristics protected by applicable laws where the Third Party operates.

3.2 Prohibition of Forced Labour

¹ Third Parties shall neither use nor contribute to human trafficking, slavery, servitude, forced, bonded or involuntary labour. Third Parties shall contribute to the fight against these activities by implementing appropriate measures and control mechanisms, not only within their own organisation, but also in their supply chain. Third Parties shall not retain original identification documents, passports or other residency papers, or any other personal possessions. Third Parties shall not charge fees and related costs to candidates or jobseekers, neither require their employees to provide a monetary deposit or other collateral as a condition of employment or restrict the right of employees to leave employment within contractual terms or penalise them in any way for doing so.

3.3 Prohibition of Child Labour

¹ Third Parties shall not employ individuals who have not reached the national legal minimum age required to work or are under the age of 15 or in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14. Third Parties shall never support the use of child labour i.e., work that is dangerous or harmful to children and/or interferes with their schooling, in line with ILO Convention 182. When recruiting new staff, Third Parties shall verify their dates of birth and document them in their personnel files.

3.4 Wages, Employment Benefits and Working Hours

¹ Third Parties shall pay salaries and employment benefits that are fair and competitive in the relevant industry and adhere to all applicable wage and compensation laws, including but not limited to rules and regulations related to minimum wage, equal pay and transparency of pay. Third Parties shall adhere to all applicable working-hours regulations.

3.5 Health and Safety

¹ Third Parties shall take responsibility for the health and safety of their Staff, providing a healthy and safe working environment (including one free of physical or sexual violence) in

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line with all applicable local and international laws and regulations. They shall work towards preventing, minimising, detecting and responding to health impacts, safety incidents and accidents, and any hazards that constitute a risk to the health, hygiene, and safety of staff. This includes the provision of adequate training, personal protective equipment, clean drinking water, hygienic toilet facilities, First Aid kits, lighting, ventilation and heating/cooling.

3.6 Freedom of Association

¹ Third Parties shall respect the right of workers to associate freely, form and join workers organisations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable laws and regulations. Third Parties shall not discriminate with respect to employment based on union membership and shall not make employment subject to the condition that the worker relinquish union membership or agree not to join a union or cause the dismissal of or otherwise prejudice a worker by reason of union membership or participation in union activities outside working. Third Parties shall refrain from any acts of interference with the establishment, functioning, or administration of workers' organisations in accordance with applicable laws and regulations.

3.7 Clandestine Employment

¹ Third Parties shall refrain from using clandestine employment, which is defined as the performance of work or services for which the employer has not fulfilled their reporting obligations to the relevant authorities

4. Environmental Regulation and Protection

¹ Third Parties shall act in accordance with all applicable statutory and international standards regarding environmental protection, minimise adverse environmental impacts and make continual improvements in environmental protection, be it e.g., through measures of energy, raw materials and water efficiency and conservation, use of renewable energy sources, eco-design, recycling, adequate waste disposal, or any other relevant means. Third Parties should set ambitious environmental targets and have a process/management system or an organisation in place that ensures continued progress and compliance with statutory regulations and customer requirements governing operational and product related environmental protection and supports employee training activities.

5. Implementation

5.1 Adecco Group Due Diligence & Monitoring

¹ The Adecco Group conducts risk-based due diligence on Third Parties as part of an assessment. Third Parties shall cooperate in providing relevant information to facilitate due diligence efforts undertaken by the Adecco Group, where requested.

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² The Adecco Group may verify Third-Party compliance with the Code, as part of its ongoing due-diligence activities.

5.2 Third Party implementation

5.2.1 Communication and Training

¹ Third Parties shall have appropriate communication means, induction and/or training in place to ensure an adequate level of knowledge, awareness, and skills to comply with the principles and expectations specified in this Code.

5.2.2 Documentation

¹ Third Parties should maintain and urge their Subcontractors and agents to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles specified in the Code.

5.2.3 Audits

¹ Third Parties may use periodic self-evaluation or other auditing procedures to ensure conformity to applicable laws and regulations and the principles and expectations related to Third Party Relationships.

5.2.4 Mitigation and Monitoring

¹ Third Parties should have processes in place that allow them in a timely manner to correct any deficiencies or non-compliance with the Code as identified by the Adecco Group's internal or external due-diligence assessments, inspections or audits or otherwise brought to the Third Parties' attention.

5.2.5 Supply Chain Compliance

¹ Third Parties should not only comply with the Code in their own organisation, but also work towards ensuring that their own Third Parties apply similar measures, in line with national and supra-national due diligence legislation and international best practice standards such as the 'UN Guiding Principles for Business and Human Rights', the 'OECD Guidelines for Multi-national Enterprises' and the respective 'OECD Due Diligence Guidance for Responsible Business Conduct'.

5.3 Violations

¹ The Third-Party Code of Conduct is an integral part of all contractual agreements with the Adecco Groups' Third Parties. In cases of suspected violations of the Code we rely on our Third Parties to support any examination conducted by the Adecco Group.

² Any Third-Party actions or activities that are determined to be in violation of this Code may require implementation of a remediation plan. The Adecco Group reserves the right to respond in a manner appropriate to the severity of the violation. This includes, but is not limited

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to, making a request for the immediate remediation of the violation, asserting claims for damages, or terminating the relationship.

6. Reporting Misconduct

¹ Third Parties are encouraged to raise any concerns relating to potentially improper business conduct and to report any actual or suspected misconduct, including violations of this Code, by using the Adecco Compliance & Ethics (“ACE”) Line. The Adecco Group will accept anonymous reports, consistent with applicable law. Third Parties should also have a similar reporting mechanism implemented, which can vary depending on the size of the company and must prohibit retaliation against reports of suspected misconduct made in good faith.

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Appendix 1: Glossary of Key Terms

- 1 “Adecco Group” or “the Group” collectively means the Adecco Group AG and its business units, subsidiaries, and affiliated companies throughout the world. This also includes those joint ventures in which the Adecco Group AG, directly or indirectly, has either majority ownership or management control. The terms “we,” “us,” or “our” refer to the Adecco Group.
- 2 “Agent” means any third party which acts on behalf of the Adecco Group and makes binding commitments on its behalf.
- 3 “Code” means the Adecco Group’s Third-Party Code of Conduct
- 4 “Consultant” means a person who provides specialised services to the Adecco Group.
- 5 “Government official” includes any official or employee of the following:
- Any local, state, provincial or national government.
 - A political party or a candidate for political office.
 - A government-owned or controlled business or company.
 - An international non-governmental organisation; or
 - A close relative (e.g., a parent, sibling, spouse, or child) of any of the above.
- 6 “Intermediary” means an agent or broker through whom contracts are arranged between a customer/client and the Adecco Group.
- 7 “Service Provider” means a business that supplies expert care or specialised services rather than an actual product.
- 8 “Supplier” means a third party which provides goods or services to the Adecco Group but has no authority to make legally binding commitments on behalf of the Adecco Group.
- 9 “Subcontractor” means an individual or a business that signs a contract to perform part or all the obligations of another’s contract.
- 10 “Staff” means an employee or consultant of the Third Party.
- 11 “Third Party” means an external natural or legal person/entity outside the Adecco Group from whom the Adecco Group sources goods or services. For the scope of the Third-Party Code of Conduct, this means Suppliers/Service Providers, Consultants, Agents, Intermediaries, and Third-Party Staff.
- 12 “Third Party Relationship” means any business arrangement between the Adecco Group and another person or entity, whether by contract or otherwise. Significant risks of a subcontractor of the third party, a so-called fourth party, are also affected by this.
- 13 “Third Party Risk Management (TPRM)” means Risk Management that focuses on identifying and reducing risks relating to the use of Third Parties.

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Appendix 2: Third-Party Acknowledgement Form

Please tick the box before signing:

- I hereby confirm that I have read this document and accepted the terms of the Adecco Group Third Party Code of Conduct and the relevant requirements for the sector of my activity.

By authorised signatories, with company stamp when applicable:

Date: Signature

Position: