



# CODE OF CONDUCT FOR SUPPLIERS





## Content

|   |   |
|---|---|
| General .....   | 3 |
| Laws and ethical standards for Corporate Social Responsibility (CSR) .....    | 3 |
| Human Rights and occupational safety and health .....                         | 4 |
| Child labour .....  | 4 |
| Forced labour .....   | 4 |
| Diversity and inclusion .....   | 4 |
| Occupational safety and health .....  | 4 |
| Remuneration and working hours .....  | 4 |
| Freedom of association and collective bargaining .....                        | 5 |
| Environment .....   | 5 |
| Environmental protection .....  | 5 |
| Conflict minerals .....   | 5 |
| Social .....  | 5 |
| Community engagement .....  | 5 |
| Security .....  | 5 |
| Data protection, information security and the disclosure of information ..... | 5 |
| Business and competition .....  | 6 |
| Bribery and corruption .....  | 6 |
| Trade Regulations .....   | 6 |
| Money laundering and financial records .....                                  | 6 |
| Free competition .....  | 6 |
| Conflicts of interest .....   | 6 |
| Operational continuity planning .....   | 6 |
| Dialogue within business partnerships .....                                   | 7 |
| Compliance with the Code of Conduct for suppliers .....                       | 7 |
| Risk management and prevention .....  | 7 |
| Required adjustment .....   | 7 |





## General

Hays AG is a globally-specialised, personnel services company. Our mission is to promote an economy focused on sustainability and to pave the way for people to achieve professional success. With our service, we support organisations in finding the right employees to be successful in the market. At the same time, we help people to reach the next stage of their professional development at a time that is right for them. We invest in their careers and we believe in them and their success. Through our activities we secure jobs and contribute to positively changing both the labour market and society as a whole. An indispensable prerequisite for this is our passion for people, which characterises all our actions and activities. Accordingly, we take our corporate responsibility for social and ecological issues seriously.

This responsibility includes complying with applicable laws and acting sustainably at all times and in all instances. We have therefore established strict ethical principles for our own business activities. We expect our suppliers, including subcontractors, i.e. all companies that have a business relationship with a company or a division of Hays AG and its affiliated companies (hereinafter referred to as "Hays"), to base their actions on the same legal and ethical principles. This "Code of Conduct for Suppliers" (hereinafter referred to as "Code of Conduct") defines the minimum standards for business relationships with a group company or a division of Hays.

## Laws and ethical standards for Corporate Social Responsibility (CSR)

The supplier shall comply with all laws applicable to its business, in accordance with national laws and practices.

The supplier company supports the principles

- of the United Nations Global Compact
- of the UN Universal Declaration of Human Rights
- of the UN Principles on Business and Human Rights
- of the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights
- of the OECD Guidelines for Multinational Enterprises
- of the 1998 International Labour Organisation Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practices





This applies in particular to:

## **Human Rights and occupational safety and health**

### **Child labour**

The supplier shall not employ children below the minimum legal working age in the respective country as determined by the legal system applicable in that country. A minimum working age of 15 years, however, shall be set, even if it is legally permissible to employ individuals of a younger age. Employees under the age of 18 may only perform work in accordance with the legal regulations of their country of employment (e.g. concerning working hours and conditions). Education and training requirements must also be observed.

### **Forced labour**

The supplier shall not use forced labour, bonded labour, involuntary labour or any modern forms of slavery. Work must always be voluntary. Workers must be allowed to retain control of their identity documents (e.g. passport, work permit or any other personal legal document). Punishment, psychological and/or physical coercion and any other form of trafficking are prohibited. Disciplinary policies and measures shall be clearly defined and communicated to workers. The supplier must ensure that workers do not pay fees or make any other payments to be employed throughout the recruitment and employment period. The supplier is responsible for the payment of all legally binding fees and expenses (e.g. licences and levies) that may be incurred in connection with its employees.

### **Diversity and inclusion**

We actively promote a working environment that facilitates inclusion and values diversity. The supplier must be committed to equal opportunities and shall not discriminate and will not tolerate discrimination against anyone on the basis of gender, ethnic, national or social origin, race, colour, religion, age, disability, sexual orientation, identity or any other characteristic protected by law.

### **Occupational safety and health**

The supplier shall give the highest priority to protecting and promoting the health of its employees. The applicable health and safety laws must consistently be complied with. This shall apply in particular to the safety standards around the provision and maintenance of the place of work (i.e. the building, site, etc.), the individual's own workplace (e.g. desk, workbench, etc.) and work equipment, including the provision of appropriate personal protective equipment. Appropriate protective measures must be implemented to avoid exposure to chemical, physical and biological agents. It must be ensured that excessive physical and mental fatigue is prevented by appropriate work organisation both in terms of working hours and breaks. Employees must receive sufficient training and instruction in occupational health and safety, and this must be delivered in a language they understand.

### **Remuneration and working hours**

The supplier shall pay its employees in accordance with local industry and labour market standards (i.e. as regards working hours, overtime, breaks and paid holidays). The provisions of local minimum wage legislation and applicable collective bargaining agreements must also be complied with. Workers shall be paid on time and clearly informed about the basis of their pay. Insofar as remuneration is not sufficient to cover the costs of a reasonable living, the supplier shall be obliged to adjust this remuneration accordingly. The local cost of living for workers and their family members as well as local



social security benefits shall be taken into account. The use of wage deductions as a punitive measure is not permitted.

## Freedom of association and collective bargaining

Those working on behalf of the supplier shall be free to join or not join a trade union/workers' delegation of their choice without threat or intimidation. The right to bargain collectively in accordance with locally applicable laws is fully recognised and respected.

## Environment

### Environmental protection

The supplier shall comply with all applicable environmental laws and regulations and shall follow the relevant environmental standards. The supplier shall also maintain an effective system to identify and eliminate potential environmental hazards. We expect our suppliers to strive to support Hays' environmental and climate commitments as effectively as possible through the products and services they supply. In doing so, the effects on the environment shall be taken into account. Natural resources shall be conserved as much as possible and environmental impacts are to be reduced to a minimum. This includes paying particular attention to the environmental compatibility and sustainability of products and company locations. Greenhouse gas emissions and waste generation shall also be minimised as far as possible by bringing climate protection targets in line with the Paris Climate Agreement and implementing them accordingly. Hays expects that relevant data on environmental and climate protection measures as well as climate-neutral actions will be provided by its suppliers upon request.

### Conflict minerals

The supplier must ensure that all applicable laws and the resulting due diligence obligations regarding the procurement of minerals and materials from conflict regions and risk areas are complied with. The declared goal here is to counteract human rights violations, corruption, the financing of armed groups or similar negative impacts and effects.

## Social

### Community engagement

Hays encourages its suppliers to give back to their local communities and to participate in initiatives and activities that reflect the United Nations Sustainable Development Goals.

## Security

### Data protection, information security and the disclosure of information

The supplier shall be committed to complete transparency in the handling of data and shall take the protection of personal data (e.g. name, address, birthday) of its employees, business partners, customers and third parties very seriously. Personal data shall only be collected, stored, processed and used in accordance with legal requirements and the GDPR.

Other (non-personal) data shall also always be processed responsibly and in accordance with the applicable laws.





## Business and competition

### Bribery and corruption

All applicable laws against bribery and corruption must be strictly followed. It is strictly prohibited to offer, accept or even discuss improper payments (e.g. bribes, kickbacks) to persons in public office or from the private sector. Insofar as it is part of the friendly cultivation of business relationships to accept or grant benefits, these may be permissible in the form of gifts, invitations and hospitality. The decisive factor is that legitimate business purposes are being pursued and the beneficiaries are not to be influenced in an improper or immoral manner. Particularly strict rules apply when dealing with persons in public office, so special caution must be exercised in any and all such cases. When using external counselling and mediation services, care must be taken to ensure that remuneration is only granted for services actually rendered and that this is commensurate with the service provided.

### Trade Regulations

The supplier shall be subject to various foreign trade regulations that govern the import, export or transfer (e.g. also by email) of goods, services, technologies or capital and payment transactions across certain national borders. These regulations can extend to a complete ban on trade with certain countries (embargo).

Export, tax and customs regulations are to be followed in all countries where the company operates. In particular, it shall be ensured that the supplier itself, its economic beneficiaries, all its agents and any subcontractors used by it are not included on any of the applicable sanctions lists as a "Denied Party".

### Money laundering and financial records

The supplier company shall comply with all applicable anti-money laundering laws and regulations. Financial records and reports shall be prepared and maintained in accordance with applicable laws and regulations.

### Free competition

The provisions regarding competition and anti-trust laws shall be carefully observed. In particular, the supplier shall refrain from entering into inadmissible agreements or concerted practices with competing companies. Likewise, the supplier shall not enter into any anti-competitive agreements with customers. Fair business practices and the intellectual property rights and trade secrets of third parties shall also be observed and respected.

### Conflicts of interest

A conflict of interest arises when there is a personal or financial interest, a business or personal act or relationship or any form of past or present employment or commitment. This may affect the ability to perform duties and responsibilities objectively or impair the independence of the business. This includes critical relationships such as direct kinship or kinship through marriage, business partnerships, investment in a business partnership or in a competitor business. Any actual or potential conflict of interest in connection with activities for Hays must be disclosed promptly.

### Operational continuity planning

The supplier company shall enact precautionary measures in the event of disruptions to its business, such as natural disasters, terrorism, supply chain disruptions, outbreaks of communicable diseases such as epidemics or pandemics, information security problems, and cyber attacks.





## Dialogue within business partnerships

The supplier company shall implement ethical and legal standards regarding its own supplier relationships with companies in the performance of its contractual obligations and these standards shall be consistent with the standards in this Code of Conduct.

## Compliance with the Code of Conduct for suppliers

Hays reserves the right to verify compliance with the requirements of this Supplier Code of Conduct. Such verifications may take the form of self-assessments, audits by Hays or a third party, etc. The supplier is entitled to take appropriate measures to protect its trade and business secrets and to protect the confidentiality of its customer data. The supplier shall strive for continuous improvement and set measurable targets (e.g. in the areas such as the environment, working conditions, diversity and inclusion) and report on its progress with regard to sustainability. If a violation is identified, the supplier shall prepare a report on the incident and define corrective actions. The terms of this Code of Conduct reflect the values and commitments Hays has to its customers, the communities in which we operate and protecting the environment. Any breach of these terms must therefore be remedied. Without prejudice to any other contractual remedies to which Hays may be entitled, any breach will result in Hays being entitled to terminate the business relationship.

## Risk management and prevention

Suppliers must be committed to not source parts and materials from regions where we see a risk that human rights and environmental standards will be violated. In order to identify any risks of a breach of this Code of Conduct and to ensure that the standards set herein are met, the supplier shall implement appropriate processes. A person shall be appointed in the supplier's company who will be responsible for the implementation of these processes and who will monitor the company's compliance with the aforementioned applicable laws and this Code of Conduct. Through a continuous dialogue and in close cooperation with the company's designated persons for human rights (human rights officers), improvements shall be promoted wherever necessary. The supplier shall establish a complaints system so that any grievances can be raised confidentially and anonymously. This system shall be appropriately communicated to all employees. A separate process shall also be implemented for the investigation of complaints. Hays shall be informed about any violations that have been identified as well as any measures taken. If the supplier discovers that one of its suppliers (thus an indirect supplier to Hays) has violated any provisions of this Code of Conduct, the offending company must be made known to Hays without delay.

## Required adjustment

The standards required by this Code of Conduct may be adjusted at any time depending on the results of risk analyses carried out by Hays. The supplier will be informed by us one (1) month before any adjustment comes into force. The supplier shall have the option to object to the adjustment within two (2) weeks of being informed. These will be pointed out separately by Hays in each individual case.

