Eiffage's response to World Crunch's allegations

Eiffage has taken note of the World Crunch article alleging that construction companies at the top of supply chains, including our Group, are shirking their responsibility for the poor working conditions of undocumented workers within subcontracting, particularly in relation to the construction of the Olympic infrastructure in Paris.

Eiffage does not recognise any of its practices in these allegations, and in particular those relating to the Pleyel Tower project, for which no Group company was involved.

The Eiffage Group wishes to reiterate that human rights are one of its fundamental values. The Group's commitments in this area, which are set out in our declarations on the fight against modern slavery and respect for human rights (available on the Ethics and Social Responsibility page of our website https://www.eiffage.com/groupe/l-ethique-et-responsabilite-sociale-du-groupe-eiffage), apply to everyone working for Eiffage worldwide, including our sub-contractors.

Eiffage's implementation of its action plan to identify and prevent the risks of serious human rights violations arising from its activities is described in its duty of care plan, which is updated annually. This framework identifies our main risks, including "labour recruitment practices, risk of recourse to forced labour and illegal labour", for which risk prevention and mitigation actions are implemented with our suppliers and subcontractors. Here are a few examples :

1. Administrative and contractual framework: all Eiffage entities comply with their legal obligations by ensuring compliance from their subcontractors. These subcontractors must in turn ensure compliance from their own subcontractors. In the event that Eiffage detects an illegal employment situation within its subcontractor or its subcontractors' subcontractors, the provisions of the French Labour Code or equivalent will be applied, and they will either be ordered to immediately cease the breach identified – failing which their contract will be terminated – or their contract will be terminated with immediate effect. This is formally stated in the contracts in the form of a termination clause in the event of such a situation. In addition, all subcontracting contracts in France require subcontractors to submit their certificate of legality as provided for in the Labour Code (certificate of incorporation, payment of social security contributions, URSSAF number and payment of taxes, regular employment, duty-of-care certificate, list of foreign employees requiring work permits in France). These documents are checked and updated every 6 months, with assistance from a specialist service provider, Attestation Légale. It should be noted that in the case of public procurement contracts, these documents must be produced in support of the subcontractor's application to the contracting authority for approval.
   Lastly, contracts include a specific clause designed to ensure that our suppliers and subcontractors are committed to these issues.

2. Subcontractor due diligence process: a due diligence process is in place at Eiffage to assess our partners (including our suppliers and subcontractors). Each supplier or subcontractor registered on the Group's purchasing platform is qualified following analysis of several objective criteria such as its CSR self-assessment score or its responses to the questionnaire on the Viaco shared assessment platform (OFA Group). This evaluation process covers human

rights aspects, including practical social measures implemented, the fight against undeclared work and respect for fundamental human rights.

3. Access control: enhanced access control measures are implemented at Eiffage's major worksites. This includes a check carried out at the site entrance to ensure consistency between the name badges presented and the identity documents and BTP card designed to reliably identify any employee working on a site, in order to combat illegal employment.

4. Monitoring measures: the measures implemented with regard to our subcontractors are monitored at various levels of the organisation:
    - First-level checks are carried out by each employee and his/her line manager in the course of their day-to-day activities.
    - Second-level checks are carried out by the functional departments in their areas of competence (e.g. Quality, Prevention and Safety, Legal Affairs, Human Resources, etc.).
    - The Group's internal audit department consistently includes human rights and fundamental freedoms in its audits (verification of work permits for Eiffage employees and employees of subcontractors). Where anomalies are detected during audits, action plans are formulated and followed up. Before these can be closed, documented proof is requested, and closure measures defined.
    - In addition, audits of certain Eiffage suppliers are conducted by specialist external service providers to ensure that our suppliers satisfy duty-of-care requirements by covering the following aspects: human rights and fundamental freedoms, health and safety and the environment. Action plans, managed by the Purchasing Department, are drawn up to address any non-conformities identified in this area.

5. Awareness-raising/training: Eiffage's teams are provided with mechanisms for raising awareness and delivering training on subcontracting and its associated risks, particularly for employees responsible for monitoring subcontracting contracts (e.g. buyers), to ensure that they learn to respond appropriately, particularly in terms of combating illegal employment.

6. Whistleblowing system: this system confidentially collects, on a named or anonymous basis, reports relating to business ethics and the "duty of care" (human rights and fundamental freedoms, health and safety, environment), and thus reports any service provider or subcontractor who does not comply with the Group's values or legislation in areas such as lawful work and/or subcontracting. In 2023, this system was opened up to Eiffage's stakeholders (including its co-contractors, subcontractors and their respective employees).

As we have seen, Eiffage implements a system to prevent and mitigate the risk of recourse to forced and illegal labour in relation to subcontracting, as described above. However, the Group may occasionally be exposed to practices on the part of its partners (including its suppliers and subcontractors) that do not comply with the contracts by which they are bound, with legislation, or with its values and commitments. For example, a case relating to an Eiffage worksite in Puteaux that is unconnected with the 2024 Olympic Games (contrary to what has been stated in a number of articles) is the subject of legal proceedings in which Eiffage intends to assert its rights.