



## SCHEDULE 2

# ISS Supplier Code of Conduct

### Background, scope and compliance

ISS is a signatory to the United Nations Global Compact and is committed to its principles. ISS respects, supports and promotes human rights as stated in the United Nations Declaration of Human Rights and the Core Conventions of the International Labour Organization (“ILO”). ISS operates according to principles of good corporate governance and acts as a good corporate citizen in all societies where we operate and we expect our Suppliers to do the same.

This ISS Supplier Code of Conduct (the “Code”) contains ISS’s key principles and requirements to our suppliers, contractors and other providers (“Suppliers”) with respect to responsible social, environmental and ethical practices.

All Suppliers – and their sub-suppliers – must comply with this Code and ISS expects all Suppliers to communicate the obligations set out herein and ensure compliance with the Code throughout their organisations and supply chains.

### Key compliance principles

#### 1. Workplace standards, health and safety

Proper working conditions that protect the health of and provide safety for employees are a top priority at ISS.

Our Suppliers shall:

- Ensure proper, safe and healthy working conditions for their employees;
- Take adequate steps to prevent accidents and injuries;
- Ensure access to fire exits and essential safety equipment;
- Ensure access to emergency medical care;
- Ensure access to clean toilet facilities and to drinkable water;
- Provide appropriate and effective personal protective equipment; and
- Provide sufficient training of employees and management in handling and disposal of chemicals and other dangerous materials.

#### 2. Compensation and working hours

ISS is committed to ensuring that work performed shall be on the basis of a recognised employment relationship established in compliance with applicable laws, regulations and practices as well as international labour standards.

In this regard, our Suppliers shall:

- Ensure that work performed is on the basis of a recognised employment relationship established in compliance with applicable laws, regulations and practices as well as international labour standards;
- Compensate all employees by providing wages, overtime pay, benefits and paid leave which as a minimum comply with the requirements set out in applicable laws, regulations and collective bargaining agreements;
- Comply with all applicable laws, regulations and mandatory industry standards pertaining to working hours;
- Ensure that overtime is voluntary and infrequent; and
- Ensure that no one is working more than six consecutive days without at least one day off.

### **3. Freedom of association and collective bargaining**

ISS respects the freedom of association and the right to collective bargaining. Our Suppliers shall grant their employees the right to freedom of association and collective bargaining. Furthermore, ISS expects its Suppliers:

- Not to interfere with the employees' rights to form and join unions, or other associations of their own choice;
- Not to discourage membership of unions;
- To ensure that employee representatives are not subject to discrimination and are given access to employees at the workplace; and
- To recognise elected employee representatives.

### **4. Forced and compulsory labour**

ISS does not accept the use of forced or compulsory labour as described in principle four of the United Nations Global Compact.

Accordingly, our Suppliers shall always:

- Ensure that all work is conducted voluntarily and not under threat of any penalty or sanction;
- Refrain from using forced or compulsory labour in all its forms, including prison labour when not in accordance with ILO Convention 29;
- Refrain from requiring employees to make deposits or financial guarantees and refrain from retaining identity documents (such as passports, identity cards, etc.);
- Refrain from using any form of bonded labour and shall not permit or encourage employees to incur debt through recruitment fees, fines, or other means;
- Respect the right of employees to terminate their employment at reasonable notice; and
- Respect the right of employees to leave the workplace after their shift.

### **5. Child labour**

ISS is firmly committed not to engaging in or benefiting from the use of child labour. Child labour is defined as work which is harmful to the child's health or physical, mental, spiritual, moral or social development or which interferes with the child's education.

Our Suppliers shall:

- Not recruit or make use of child labour or exploit children in any way; and
- Comply with all applicable minimum age regulations for employment.

### **6. Non-discrimination and harassment**

Discrimination, harassment and abuse are not acceptable and ISS is committed to treating employees with respect and dignity and not to discriminate in hiring and employment practices.

Similarly, we expect our Suppliers to treat all employees with respect and dignity and our Suppliers shall:

- Neither engage in nor tolerate any discrimination or harassment, including sexual harassment;
- Respect equal opportunities in terms of recruitment, compensation, access to training, promotion, termination or retirement; and
- Not engage in, support or tolerate discrimination on the basis of criteria such as gender, age, religion, marital status, race, caste, social background, diseases, disability, pregnancy, ethnic and national origin, political affiliation or sexual orientation.

### **7. Business ethics and compliance with competition laws and anti-bribery laws**

Good business ethics and compliance with applicable laws and regulations lie at the heart of ISS's business practice. Accordingly, our Suppliers must comply with all applicable laws and regulations, including competition laws and regulations.

Furthermore, our Suppliers must never, directly or through intermediaries, offer or promise any form of personal payments, kickbacks, bribes or other improper advantages in order to obtain or retain business from a private or public customer, regardless of local practice. Nor shall the representatives of a Supplier accept any such advantage in return for any preferential treatment of a third party.

## **8. Environment**

ISS strives to minimise the adverse environmental impacts of its activities, products and services and will actively seek and favour Suppliers that do the same.

As a minimum standard, our Suppliers shall always ensure compliance with all applicable environmental laws and regulations.

## **Audit and termination of the supply agreement**

ISS reserves the right to verify compliance with the Code through Supplier audits at any time and the Supplier shall provide reasonable assistance to support such audit.

ISS reserves the right to terminate its relations with any Supplier that does not – or whose sub-contractors or sub-suppliers do not – comply with the material obligations of the Code.

Adopted by the Executive Group Management Board of ISS A/S, June 2013.