

GLOBAL AGREEMENT ON SOCIAL RESPONSIBILITY

BY AND BETWEEN:

1. **TELEPERFORMANCE SE**, a company subject to the law of France, with a share capital of 147,802,105 EUR, registered under the number 301 292 702 and having its registered office at 21-25, rue Balzac, 75008 Paris, France;

Hereinafter “**TP SE**” or the “**Company**”;

AND

2. **UNI GLOBAL UNION**, with headquarters located at 8-10 Avenue Reverdil, 1260 Nyon, Switzerland
Hereinafter “**UNI Global**”;

TP SE and UNI Global being hereinafter referred to as the “**Parties**” and individually a “**Party**”

1. Aim

TP SE is one of the largest business process outsourcing (BPO) companies in the world specializing in solution design, business optimization strategies, front-office customer support, and back-office services like finance, accounting, collections, and tech support.

TP SE is committed to being an ethically based company with deep-rooted values and a responsibility towards its employees, clients, suppliers, shareholders and the ecosystem.

TP SE recognises the important role that unions play in representing employees’ interests and recognises UNI as its global partner.

UNI Global Union is a global federation of trade unions in the services sector of the economy with national affiliates in 150 countries.

UNI recognises that by having a commercially successful business TP SE provides strong employment opportunities, helps improve international employment standards, and has a positive economic impact on local communities.

UNI Global recognizes TP SE as its social partner in the BPO industry, and the importance of developing good practices to enable the growth of unions in this sector.

The parties have therefore reached a global agreement which will allow TP SE to

achieve its business and financial objectives while helping to ensure that employee and union rights are respected throughout TP SE.

2. Scope

This agreement will apply to companies over which TP SE has direct control as owner or in which it has a controlling interest. The Company will endeavour to work with business partners who conduct their business in a way that is compatible with the terms of this agreement.

UNI enters into this agreement on its own behalf, and on behalf of its worldwide affiliates.

3. Core Principles

UNI will publicly support companies that they consider to be frontrunners in employment standards and will work with TP SE to continually raise the standards of employment within TP SE and the wider business services sector.

The parties recognise the important role of TP SE in managing customer relationships and providing business services for its clients around the world. TP SE and UNI will therefore work together to ensure that this agreement supports this important role by providing a consistent service to TP SE clients and minimising any disruption to normal operations.

TP SE is committed to being a socially responsible corporate citizen and will sustain its efforts to lead and inspire the business services sector by applying its Code of Ethics and Human Rights Statement. The company will respect rights established through the core labour conventions of the ILO¹ and will apply them in accordance with this agreement wherever legally possible. This includes the rights of its employees to freedom of association and to be members of trade unions, and the right of unions to

¹ The ILO Core Conventions are:

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (Convention No. 87);
- Right to Organise and Collective Bargaining Convention, 1949 (Convention No. 98);
- Forced Labour Convention, 1930 (Convention No. 29);
- Abolition of Forced Labour Convention, 1957 (Convention No. 105);
- Minimum Age Convention, 1973 (Convention No. 138);
- Worst Forms of Child Labour Convention, 1999 (Convention No. 182);
- Equal Remuneration Convention, 1951 (Convention No. 100);
- Discrimination (Employment and Occupation) Convention, 1958 (Convention No. 111).
- Occupational Safety and Health Convention, 1981 (No. 155)

be recognised for the purpose of collective bargaining. The company further agrees that it will respect the OECD Guidelines for Multinational Enterprises.

TP SE and UNI will engage in regular, meaningful dialogue to support the development of a constructive working relationship, and the achievement of their shared aim. To this end, formal Review Meetings will take place twice a year at which senior representatives of all the parties will meet to discuss progress of the agreement as outlined in Appendix 2. Extraordinary Review Meetings will / may be conducted by mutual agreement when necessary to fulfil the commitments of this agreement.

4. Duty of Vigilance Law and Due Diligence

UNI shall be considered a stakeholder for purposes of the plan required under the *Loi de devoir de vigilance* (Duty of Vigilance Law) and the OECD Due Diligence Guidelines for Responsible Business Conduct as concerns the human rights of workers. This means that UNI shall be consulted for purposes of risk mapping, the steps taken to avoid risks, and the determination of remedies when rights are violated.

5. Labour Relations

TP SE will work constructively with recognised UNI affiliates to develop a positive employee relationship in a climate which supports the long-term needs of its employees and the business performance, while respecting worker rights arising under local laws, any applicable collective bargaining agreements and this agreement.

Likewise, UNI and its recognised affiliates will engage in constructive social dialogue with TP SE on a global and local basis. UNI will encourage its affiliates to seek to settle any disputes by peaceful means to help avoid disruption to customer service or damage to the business performance or reputation of TP SE.

Specific employee concerns will be handled and concluded in accordance with local grievance procedures. Escalation beyond the local procedure is not appropriate unless the matter relates to a right or standard established in this agreement, in which case the dispute resolution procedure outlined in Section 12 below will apply.

6. Employment Standards

Terms and conditions of employment for each country in which TP SE operates will be at least as favourable as the legal minimum standards set out in each country for working hours, pay, health & safety, and holidays.

Nothing in this agreement shall in any way undermine national labour laws, existing labour relations practices or agreements relating to union rights or facilities already freely established by any trade union operating within the TP SE group.

7. Non-discrimination

Teleperformance does not discriminate in its labour relations and particularly recruits women and men according to their specific skills and treats each with dignity, in a non-discriminatory manner. The company will not discriminate with respect to age, social origin, family situation, gender, sexual orientation, disability, political, trade union or

religious beliefs, their actual or supposed membership or non-membership of an ethnic group, nation or race in compliance with ILO agreement No. 111.

8. Impacts of surveillance -

Teleperformance agrees on the following principles with regard to surveillance and algorithmic management:

Teleperformance uses monitoring, including through cameras, and artificial intelligence in both its onsite and remote operations. This is particularly required in a remote setting to alleviate the concerns of clients and customers, to organize service, to allow employee engagement activities, and to maintain data and information security.

In both settings, workers will be informed on how they are being monitored and on what criteria their performance is being measured.

Any monitoring will be proportionate to business needs and will respect the worker's right to privacy as legally and contractually required.

Decisions regarding discipline and employment will be made by managers and will not be automated.

The topics above should be part of the social dialogue at the national level.

9. Union Rights

TP SE respects the rights of employees to join and be represented by a union(s) of their choosing. TP SE has agreed to work with UNI to support these rights as set out below.

a) Freedom of Association

UNI and TP SE share the view that employees should be able to make the choice about whether or not to join a union, free from threat or intimidation. TP SE managers will not oppose the efforts of their employees to join or form a union. TP SE shall not discriminate or retaliate against employees because of their involvement in union activities. TP SE will communicate these commitments to employees in the local operations.

The parties commit to work with their national affiliates and managers in order to enable freedom of association to be exercised in a non-confrontational environment, avoiding misunderstanding and minimising conflict. Upon request by UNI, both parties shall work on joint training for its managers where and when appropriate. Upon request by Teleperformance, both parties shall work on joint training for UNI affiliates' representatives where and when appropriate.

UNI and TP SE are committed to working together in an ethical manner and therefore any concerns about the reputation or ethical conduct of specific local parties may be raised for discussion at the Review Meeting to help pre-empt any local disputes.

b) Union Access

Subject to the terms of Section 14 (Implementation), to enable employees to meaningfully exercise freedom of association, upon request by a UNI affiliate, local TP SE managers will agree to reasonable specific access arrangements for local unions to explain the benefits of joining and supporting the union.

In all cases, the access arrangements should be designed to provide both reasonable time and opportunity for union representatives to freely explain the benefits of joining the union.

Both parties agree that meetings with workers will be held at a mutually agreed time and place and conducted in a non-disruptive manner. Meetings shall be arranged either before and after working hours or during breaks, and not during working hours. UNI agrees that access to the premises of a TP SE client for such a meeting is conditional upon the prior consent being obtained from the client concerned and agrees that the local union shall ask TP SE to seek consent in such circumstances. If the client does not give consent, the parties will make alternative arrangements. TP SE and the local union will agree a mechanism for informing employees of agreed access meetings.

Meetings will take place without managers being present. TP SE will agree a mechanism for informing new employees about the possibility of union membership such as discussing union membership at induction meetings or training events.

If agreement on access arrangements cannot be reached, the matter will be referred to the Review Meeting for consideration and agreement. This agreement is not intended to disrupt established mutually satisfactory access arrangements.

Digital access

A number of Teleperformance employees now work remotely. The company agrees to send a communiqué to staff working remotely indicating their neutrality policy regarding union membership upon request by UNI and no more than 3 times a year.

Local management and national union representatives will negotiate access provisions for remote workers which may include in-person meetings of remote workers. In principle, union representatives and remote workers will be able to use the company's internal digital infrastructure (subject to privacy and information security constraints) to communicate and meet, without the interference or monitoring of management. The company will not unreasonably withhold access from company computers to the union's website.

c) Union Recognition

The company will recognise representative and legitimate unions which satisfy the minimum legal requirements under applicable law for recognition. As part of this process when proof of union support is required the local parties should agree upon a fair and timely system for checking support for the union.

If a local agreement cannot be reached the dispute shall be referred to the Review Meeting for resolution.



Upon formal recognition of a union, the local parties will agree on the detailed terms of collective bargaining and principles for ongoing cooperation.

10. Health and Safety

TP SE and UNI are committed to promoting health and safety throughout the company's operation.

TP SE agrees to support the role and function of elected health and safety representatives and to enable the establishment of Employee health and safety committees upon request of the local UNI affiliate. There will be at least one committee per worksite, region or country depending on the size of the employee base or as otherwise required by local law or agreement. Local or national unions and local management will work on a system which ensures adequate committee representation, including for remote workers.

For sake of clarity and avoidance of any doubt, the health and safety committee members will always be TP SE employees.

The company and the local union will agree on a training plan for health and safety representatives to be able to carry out their duties effectively. The costs of the training of health and safety representatives will be borne by TP SE.

Each elected health and safety committee will work on a plan where risks are identified, and mitigation plans and strategies are put in place. The assessments will take into account the heightened risks for content moderators, harassment by callers, the health and safety impacts of monitoring, and the risks to remote workers, among other issues.

These provisions shall not interfere with the legal requirements or arrangements which have been negotiated with unions.

11. Declarations and Undertakings of UNI Global

UNI agrees that employees should be able to make the choice about whether or not to join a union, free from threat or intimidation from any party.

UNI Global undertakes:

- not to communicate to any party by any means or use the press, social media and any other type of media to disseminate disparaging and/or prejudicial information concerning TP SE and/or its subsidiaries or to communicate to any party by any means or publish (in whatever media or social network) any statement on union and/or employment issues regarding the company until TP SE has been informed of the issue precisely enough to be able to check it and given an adequate time to respond, and, if necessary, resolve it; if UNI does not consider the issues to be resolved, the parties shall meet to find a resolution. In any case, UNI shall communicate fairly on the basis of verified facts and proportionally to the identified problem.
- not to take any legal action against or affecting TP SE and/or its subsidiaries without fair prior notice to TP SE, leaving TP SE a reasonable period of time to resolve the dispute before any such public or legal actions are taken against the concerned company.

- to take down without delay from its website any negative news concerning TP SE.

UNI Global acknowledges that terms and conditions of employment will be determined in accordance with national legal, social and economic conditions and practices and that TP SE operates in a highly competitive environment.

UNI Global agrees that its campaigns and actions shall include strategies to ensure that TP SE remains competitive within its specific market.

UNI Global will honour the same commitments as regards any dispute arising at a local or national level, and UNI Global will strongly encourage its affiliated unions to honour the same commitments towards TP SE and its subsidiaries.

12. Dispute Resolution

In the event of a dispute arising regarding the interpretation or application of this agreement, the following procedures will apply:

a) Complaints by UNI

- i. A complaint from a recognized union should first be raised with the local management.
- ii. If the complaint is not resolved with local management, it may be referred to the Country Manager by the appropriate trade union where recognized, or to UNI if union recognition has yet to be established.
- iii. If still unresolved, the complaint will be referred to the agreed representatives of UNI who may raise the matter with the TP SE appointee.
- iv. Where there is no recognized union, TP SE employees may raise a complaint which concerns rights under this agreement directly to UNI, which may raise it directly to the TP SE appointee.
- v. The TP SE appointee will raise these with the responsible member of management who will ensure corrective steps are taken where appropriate.
- vi. Disputes that cannot be resolved in this way, or which relate directly to the terms of this agreement should be referred to the Review Meeting for discussion and resolution.

If the parties are unable to resolve a dispute concerning the application of this agreement after discussion at the Review Meeting, by mutual agreement the matter may be referred to a neutral mediator to find a mediated solution.

If the corresponding dispute has not been resolved through mediation or otherwise, any party may seek a final and binding resolution by arbitration in accordance with the [International Labour Arbitration and Conciliation Rules](https://img1.wsimg.com/blobby/go/7b3bb7ce-48dc-42c3-8e58-) ("ILAC Rules")².

² <https://img1.wsimg.com/blobby/go/7b3bb7ce-48dc-42c3-8e58->



For the avoidance of doubt, the dispute resolution procedure set out above shall not apply to disputes, which – directly or indirectly - relate to, affect, or involve any collective bargaining agreement and/or any other local agreement. Such disputes shall be settled in accordance with the dispute resolution procedures set out in the relevant collective bargaining agreements and/or local agreements.

It is agreed between TP SE, UNI and its affiliates to establish a constructive dialogue in order to take into account the rights, interests and aspirations of employees and to prevent tensions or conflicts that may arise on a daily basis.

In this spirit, TP SE and UNI are committed, respectively with their subsidiaries and affiliated unions, to promote dialogue and negotiations as a central element of good relations to be maintained, and as a method of resolving conflicts amicably. This can be supported by mediation, arbitration and other forms of out-of-court dispute resolution.

b.) Governing law and jurisdiction

The Parties acknowledge and agree that this Agreement shall be construed, interpreted, and governed in accordance with the laws of Switzerland.

13. Communication – Confidentiality

Each party shall respect the image and reputation of the other party.

In order to develop quality social relations based on trust, the Parties shall ensure that any information and/or documents exchanged between the Parties within the framework of this Global Agreement shall not be divulged or reproduced in any form or medium whatsoever without the express and prior agreement of the Party providing the information. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure (a) of confidential information that is in or enters the public domain through no fault of the receiving Party, or (b) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction.

The Parties acknowledge and agree that the obligations in this paragraph shall survive the expiration or termination of this Global Agreement.

Communication on the existence of this Global Agreement shall be mutually agreed by both parties.

14. Implementation



UNI and TP SE jointly commit to publicise the agreement through the union membership and corporate structure respectively and stress that this agreement is to be supported in principle and in practice at all levels in both organisations. The parties recognise that the agreement is a very significant step forward in their relationship and

will seek to remove any residual negative effects from their historical differences by agreeing and implementing a communication plan.

Those terms of the agreement, which go beyond local legislative requirements or existing agreements will be rolled out on a phased basis so that the parties can work together to ensure the success of the agreement. The initial phasing of the roll-out is specified in Appendix 1. UNI and TP SE will ensure that local unions and subsidiaries respect the timing agreed upon in this implementation plan.

15. Duration

This agreement is concluded for a period of three years from the date of signature. Three months prior to its expiration, the signatory parties shall come together to carry out a comprehensive review of the application of the agreement with a view to its possible renewal.

 Teleperformance SE By : Date : 11/12/2022	 UNI GLOBAL UNION By : Christy Hoffman Date : 1 December 2022
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Appendix 1: Phase in plan

Those terms of the agreement which go beyond local legislative requirements or existing agreements will be rolled out on a phased basis so that the parties can work together to ensure the success of the agreement.

On an immediate basis, the provisions of 9 (a) (b) and (c) which exceed legal requirements should apply to Poland, Jamaica, El Salvador, Colombia, and Romania.

Specifically, this means that the terms concerning access and communication to employees and management training should apply in these five countries. The parties will agree on specific implementation within 60 days of signature.

In four of these locations there are already registered unions, and TP Group shall ensure that the employees are clearly informed of its respect of their right to freely join and be represented by unions of their choice.

The subsequent phasing of the roll-out will be agreed upon at the Review Meetings, taking into consideration of union and company preferences and priorities. In principle, five countries will be added every nine months.

Appendix 2: Review Meetings

The composition, scope and process for the Review Meetings will be as follows.

- To enable constructive dialogue, attendance at the Reviews will be limited to a small group of representatives from each of the parties and will therefore normally comprise:
 - Two representatives from UNI and/or UNI affiliates.
 - Two representatives from TP SE
- The formal agenda may change from meeting to meeting, but the following standing items will be included:
 - General progress
 - Current roll-out phase – discussion on progress in each country and any issues arising
 - Next roll-out phase – discussion and agreement on countries to be covered and timetable
 - Discussion on any issues escalated to the Review Meeting by local managers and unions relating to joint action plans, concerns regarding conduct of local parties, recognition or access arrangements
 - Disputes – discussion on any items arising under Section 12
- Joint Secretaries will be appointed – one from TP SE and one from UNI – with the following responsibilities:
 - To act as contact points between meetings
 - To agree dates for future meetings
 - To agree the agenda before each meeting
 - To record actions arising from the Review Meetings
 - To liaise concerning any disputes arising under Section 12
- Additional attendees may be invited to discuss specific agenda items but must be agreed in advance by the Joint Secretaries.
- It is anticipated that the Review Meetings will be held in person.

