

# Agreement on the Fundamental rights and Global social floor of the BNP Paribas Group



# Introduction

BNP Paribas Group and UNI Global Union, hereinafter collectively referred to as "the parties", exercise their activity on an international global scope which is generating new challenges.

BNP Paribas Group (referred to as "Group" or "BNP Paribas" in this agreement) has locations as of 31 December 2023 in 63 countries with a headcount of 182,656 employees: 146,051 in Europe (80%), 36,605 outside Europe (21,348 in Asia Pacific, 9,108 in the Americas, 5,661 in Africa and 488 in the Middle East).

UNI Global Union is the voice of 20 million workers in service sector companies, in more than 150 countries in all regions of the world; UNI Finance is the global union for the bank and insurance sectors. UNI's mission is to improve working and living conditions of workers in the service sector and in related sectors, and to guarantee respect and dignity in the workplace throughout the world.

This agreement renews the "BNP Paribas Agreement on Fundamental Rights and Global Social Framework" signed by the parties in 2018 that made it possible for the first time to define and implement concrete and measurable commitments for all the Group's employees. It is based on the positive practices observed since this initial signature, ensuring that they are taken into account, and comprises new commitments on continuing with the support for the Group's transformations -in particular technological-, the due diligence plan, practising new ways of working, combating inappropriate behaviour and discrimination, promoting diversity and inclusion and improving the global social pillar.

The parties want to use this new agreement to reinforce and support their dialogue and their commitment in favour of compliance with internationally recognised human rights and fundamental labour rights, including the freedom of association and the right to collective bargaining. Through this agreement, they also want to support the pursuit of sustainable growth for BNP Paribas' activities and implement a continuous, positive and shared improvement approach for developing satisfactory working conditions for the employees in the countries where the Group exercises its activities.

This dialogue will supplement the items resulting from the direct listening "Voice of Employees", of the Group's employees. They have the possibility of expressing themselves on a regular basis by participating in surveys that are adapted to the countries and entities<sup>1</sup>. The Group is also planning to collect their opinions at the major HR steps in their career path (recruiting, mobility, administrative procedures, taking their retirement, etc.) to identify the elements that need to be improved or corrected and as such be part of a continuous improvement loop.

This agreement reinforces the Group's societal commitment in the framework of the international "Global Deal" initiative that France adheres to and that UNI has also signed.

It is part of the strategic GTS 2025 (*Growth, Technology, Sustainability*) plan of the BNP Paribas Group and of the Human Resources plan ("*People Strategy for 2025*") that supports it. It is also part of UNI's "*Building Union Power for All*" strategic plan.

This agreement is part of a general context of important technological, economic, social and regulatory transformations for the banking sector which has to incorporate a constantly changing external environment that requires increasingly faster adaptations (geopolitical tensions, regulations, changes in society, etc.) as well as new or reinforced individual expectations (workplace relationships, climate and environmental awareness, health and safety, respect for persons, inclusion, etc.).

It marks the end result of a negotiation, conducted over the course of six meetings, between the representatives of the Management of BNP Paribas and of UNI Global Union. Representatives from the following bodies also participated and contributed in this negotiation:

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<sup>1</sup> In 2023, 71 surveys were taken with employees in 57 of the Group's countries with an average participation rate of 71%. The most-used themes are Management, Well-being, Cooperation and Operational effectiveness

- The European Federation of Managers in the Banking Sector (FECEC),
- the Group's European Works Council,
- and two representative trade unions at the BNP Paribas Group level in France: the Confédération Française Démocratique du Travail (CFDT) and Confédération Française de l'Encadrement-Confédération Générale des Cadres (CFE-CGC).

This agreement is based on a strong practice of respect for trade union rights, collective bargaining and social dialogue, especially at the European level, via the body of the Group European Work's Council and the negotiations conducted at this level.

Therefore, this agreement is structured around 9 chapters which have changed in content to incorporate the changes that have taken place since the first agreement was signed and to take the new challenges into account:

- Human rights, trade union rights, social dialogue
- Social and environmental responsibility
- Employment and skills management
- Teleworking in a hybrid mode
- Respect for persons, non-discrimination
- Equal opportunity, diversity and inclusion
- Global social floor
- Commitments of UNI Global Union
- Application, duration and monitoring of the agreement

It is understood that by "Group" or "BNP Paribas" hereinafter, this means the companies of the BNP Paribas Group such as defined in Article 1 of Chapter 9 of this agreement which sets down the application scope of the agreement.

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# Chapter 1: Human rights, trade union rights, social dialogue

## **Article 1: Respect for human rights**

In the framework of this agreement, the parties undertake to continue to support and to promote respect for internationally recognised human rights. They confirm their support for the United Nations Guiding Principles pertaining to companies and human rights, in accordance with the reference framework "Protect, Respect, Remedy". BNP Paribas undertakes to promote respect for human rights within the sphere of influence, i.e. among employees, suppliers, customers and the communities within which it exercises its activities. In particular, the Group does not wish to participate in any violation whatsoever concerning human rights through its investment and financing activities.

It is recalled that the Group has chosen to follow the recommendations of the reporting reference framework on the United Nations Guiding Principles launched in February 2015.

### **1.1: The most stringent standards for conduct and ethics**

In order to ensure that its activity has a positive impact on society, the Group undertakes to continue compliance with the most stringent standards for conduct and ethics in terms of combating corruption, respect for human rights and protection of the environment.

As such, the Group acknowledges and reasserts its commitment to comply with a certain number of underlying principles and standards that govern the way it exercises its activities:

- The 10 principles of the Global Compact and the 17 Sustainable Development Goals of the United Nations;
- The United Nations' Guiding Principles on Business and Human Rights (UNGPs);
- The OECD Guidelines for Multinational Enterprises, recognised throughout the world;
- The internationally-accepted standards on human rights such as defined in the International Bill of Human Rights;
- The fundamental labour conventions defined by the International Labour Organisation (ILO)<sup>2</sup> on fundamental rights in the workplace;

this commitment is included in the Group's Code of conduct.

In particular, the parties confirm their support and promotion for respect of the International Labour Organisation (ILO) Declaration and underline the importance of the fundamental conventions on the fundamental principles and rights in the workplace, including freedom of association.

The Group also expresses its dedication to the development of its employees and as such undertakes to provide them with a motivating working environment where each individual is treated with respect, dignity and fairness, according to ILO Convention no. 111 on discrimination in respect of employment and occupation.

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<sup>2</sup>- Convention No. 87 on the freedom of association and protection of the right to organize, 1948;

- Convention no. 98 on the right to organise and collective bargaining, 1949;
- Convention no. 29 on forced or compulsory labour, 1930;
- Convention no. 105 on the abolition of forced labour, 1957;
- Convention no. 138 on the minimum age, 1973;
- Convention no. 182 on the worst forms of child labour, 1999;
- Convention no. 100 on equal remuneration, 1951;
- Convention no. 111 on discrimination in respect of employment and occupation, 1958

It takes care to protect its employees from any form of violence in the workplace, from harassment, in all its forms, thus adopting the principles of the preamble of ILO Convention no. 190 on violence and harassment.

Through this, the Group respects and promotes the principle on the fundamental right to a safe and healthy workplace as recognised by the 1998 ILO Declaration modified in 2022 and which is the subject of ILO fundamental conventions no. 155 and no. 187 on health and safety in the workplace.

The Group confirms its adherence to the OECD Guidelines for Multinational Enterprises, and to the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy. The social dialogue that this agreement is participating in is a major element in implementing commitments and responsibilities stemming from these principles and standards.

The Group also undertakes to continue complying with all the laws on employment, collective bargaining agreements and regulations in terms of health and safety on a national level as well as all internationally recognised human rights and the laws that apply, in all markets where the Group is active.

### **1.2: Training on human rights**

Training is a key part of the human rights risk management framework. In this context, a module for increasing awareness, developed through a partnership with the association Entreprises pour les Droits de l'Homme (EDH) can be accessed online by everyone.

This module is mandatory for employees and managers who, in the framework of their activity, have the possibility to identify potential risks of human rights violations: CSR referrers, purchasers in the Procurement and Performance function, senior Risk officers, CIB Relationship Managers, etc.

### **1.3: Decent wages**

The Group is committed to ensuring a decent wage for all its employees. A decent wage is the remuneration<sup>3</sup> that makes it possible to cover the basic needs of an individual and their family, in particular in terms of housing, food, health, education, transport, means of communication, precautionary saving, etc.

To determine the decent wage in the geographical areas where it is present, the Group uses an external player who is recognised on this subject. This player provides it with decent wage data calculated according to various criteria such as the location, size of the household, the average number of people collecting revenue in the household, etc.

Determining decent wages is part of compliance with the conventional provisions that apply at the local level<sup>4</sup> and principles of equal pay between men and women defined in Articles 1.1 and 1.3 of Chapter 6 of this agreement.

Moreover, the Group is constantly monitoring its policy and its practices concerning remuneration in order to adapt them, especially according to changes in regulations.

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<sup>3</sup> Collected in a normal working week

<sup>4</sup> Which should apply if they are more favourable than those provided for in this agreement

## Article 2: Trade Union rights, Freedom of association, representation and membership of a trade union

BNP Paribas acknowledges the right of its employees to freedom of association<sup>5</sup>, representation and membership in a trade union in accordance with the principles set down by ILO. Employees are free to become a member or not, to continue, modify or renounce their membership in a trade union of their choice. The Group respects the autonomy and independence of trade unions and the right to organise.

When a trade union affiliated with UNI is not present in one of its entities, the Group agrees to maintain a strictly neutral position, neither helping nor opposing or preventing the union from establishing itself within the framework of applicable local provisions.

It makes the commitment that no employee can be intimidated, discriminated against, harassed or undergo retaliation, in the course of exercising their rights linked to the freedom of association and membership in a trade union. Employees will not be discriminated against due to their affiliation and/or their trade union activities.

When one or more trade unions are located and/or recognised<sup>6</sup> and/or other representatives of the personnel exist in an entity of the Group, the representatives of the national/local management and the trade union(s)/or the other employee representatives can, according to conditions agreed upon beforehand and within the framework of the provisions that apply locally, determine particulars for accessing and circulating<sup>7</sup> in the premises and for meeting with employees -without the Management being present and without disturbing the conducting of professional activities- and methods for communicating, which can be digital, with the employees.

If a new union was to establish itself, it would then be informed of these terms from which it could benefit within the framework of these same locally applicable provisions.

The Group's entities, subject to applicable local provisions, include employees working in hybrid mode (i.e. who exercise their professional activity via teleworking and on site) in the headcount to determine the thresholds set by local provisions for the designating of employee representatives, the setting up of bodies or the negotiations provided for by applicable national/local provisions.

Employees working in hybrid mode take part in electing the employee representatives by using the company's digital infrastructure and from their work equipment when this is possible and authorised by applicable regulations.

To allow employees to exercise their freedom of association, especially the right to organise, the right to be a member of a trade union, the Group undertakes that:

- Its entities respect the right to freedom of association and do not oppose the process of membership to a trade union, nor the exercising of rights as a member of the trade union;
- Its entities remain neutral regarding trade union activities, do not hinder or oppose trade union representation, the coming on board or recognition of a union organisation as long as the latter meets the requirements of local regulations; they abstain from any unfair communication to the employees that aims to influence them in their decisions regarding trade union affiliation and representation.

As such, a reminder will be given:

- To the management on the importance of adopting a neutral posture as to the membership of employees in a trade union and where applicable, to the trade union of their choice;
- To the employees on the right to freely choose a trade union;

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<sup>5</sup> As long as the chosen associations complies with local legislation

<sup>6</sup> In terms of and within the conditions of applicable national regulations

<sup>7</sup> Insofar as this is possible, in particular for reasons of safety, etc.



through widespread communication of this agreement in the Group's entities and if needed, through targeted action of communicating or increasing awareness in a perimeter where any difficulties would be observed.

If no trade union is present in one of the Group's entities, and when a trade union organization affiliated with UNI informs the management of this entity of its intention to create and establish itself, the parties agree to allow employees to exercise their freedom of association and their choice to join or not join a trade union organization. Information will be provided by any means by the management of the entity on the principles defined in this article. At the local level, the management and the representative of the union organization will meet to determine, in accordance with applicable regulations and the operational environment, the possible means of information and their modalities (including digital union communication, presence in the company's premises, etc.) for this union organization. For these possible means, attention should be paid to their effectiveness for employees and ensuring that they do not disrupt professional activity.

During the Monitoring Commission provided for in Chapter 9 of this agreement, these procedures can be raised at the initiative of one or the other of the signatories.

### **Article 3: Social dialogue**

The Group applies the national laws and regulations on the recognition of trade unions in the entities that it is comprised of. It complies with its local collective bargaining obligations and complies with the agreements, regardless of their level, signed within the Group.

In compliance with the commitments of the ILO, the Group undertakes to comply with the fundamental right of collective bargaining and social dialogue. It recognises the value of collective bargaining with the trade union organisations or with the other staff representatives when they exist in the company.

In compliance with applicable national regulations, when collective bargaining is initiated, the managers of BNP Paribas take part in this bargaining openly, in a constructive manner and in good faith with the trade unions that are present and/or recognised or with the other staff representatives and seek, as much as possible, to reach an agreement.

Compliance with and involvement in the functioning of the local, national and transnational representative institutions of the personnel, as well as the quality of open, constructive and regular social dialogue with the trade unions and the other staff representatives are key factors that contribute to the development and performance of the Group's entities, support for transformation, improvement in the working conditions of the employees and the development of good labour practices.

### **Article 4 : Monitoring indicators in the framework of this agreement**

- Number of collective agreements signed and number of official meetings with the trade union organisations and the other representatives of the personnel
- Number of countries where the Group operates, covered by trade union representation
- Number of employees who have received "Human Rights into Business" training
- Percentage of employees benefiting from a staff representative
- Percentage of employees collecting decent wages

# Chapter 2: Social and Environmental Responsibility

Initiated and driven by the Management of the Group, the Social and Environmental Responsibility policy forms a strategic stake for BNP Paribas and is reflected through the desire at the highest level of the Group to combine performance, responsibility, sustainability, ethics and transparency.

The Group's Social and Environmental Responsibility (SER) strategy, in line with the 17 sustainable development goals of the United Nations, consists of accompanying all private, company and institutional customers, in their just transition to a carbon neutral economy that makes reasonable use of the planet's resources, allows for the inclusion of the most fragile and respects human rights.

It is structured around 4 pillars and 12 commitments that reflect its SER stakes as well as the concrete achievements of the Group in its:

- Economic responsibility: ethically financing the economy;
- Social responsibility: favouring the development and the commitment of the employees;
- Civic responsibility: being an involved actor in society;
- Environmental responsibility: accelerating the energy and ecological transition.

The purpose of this strategy, which is part of a continuous improvement process, is to participate in building a more sustainable world while still ensuring for the Group's stability and performance. This ambition is reflected in the GTS 2025 ("*Growth, Technology, Sustainability*") strategic plan, of which one of the pillars, "*Sustainability*", structures the acceleration and involvement of all the Group's businesses on the stakes with sustainable finance.

It is supported by a reinforced training offer that covers a wide range of areas, ranging from general awareness increasing to ESG issues linked to the energy transition, to the protection of biodiversity and to respect for human rights, to training on systems for managing ESG risks and to the offering of sustainable financial products and services. In 2022, the Group launched *Sustainability Academy* which gives employees access to a selection of the best knowledge and techniques allowing each person to gain the skills required for sustainable finance.

Regarding the interests of the customers, the parties wanted to reassert that protecting customer interests is a major concern for the Group; it holds an important place in the Code of conduct and constitutes specific expertise within the Compliance function. Customer relations are part of complying with the procedures of knowing the customer and intermediaries and is part of complying with the rules for distributing products and services, including protecting customer interests.

## **Article 1: The Vigilance Plan**

In accordance with the French law of 27 March 2017 pertaining to the due diligence of parent companies and of contracting companies, a vigilance plan has been drawn up and is implemented for the Group as a whole.

BNP Paribas' vigilance plan applies to all the subsidiaries controlled by the Group and is published each year in its Universal Registration Document.

It comprises reasonable measures that make it possible to identify the salient risks and prevent serious infringements against human rights, fundamental freedoms, health and safety of persons and the environment resulting from the main activities of the Group as well as those of its direct subcontractors or suppliers with which it maintains established commercial relations.

Respect for human rights is one of the pillars on which BNP Paribas' SER strategy is based. The Group undertakes to comply with the principles and standards that form the basis of its activities, including the 10

principles of the Global Compact of the United Nations, United Nations' guiding principles on Business and Human Rights, OECD guidelines for multinational enterprises (internationally accepted), the norms in terms of human rights (internationally accepted such as defined in the International Bill of Human Rights), fundamental labour norms (such as defined by the International Labour Organisation).

The vigilance plan is developed by taking account both the Group's business model and the specificities concerning its activities and its geographical locations, but also information and requests from its stakeholders. The vigilance plan is as such updated annually and reflects continuous dialogue with the stakeholders.

Regarding relations with suppliers and subcontractors, these fall under the scope of the Charter for responsible purchasing and purchasing procedures that include selecting suppliers and subcontractors who establish the Group's principles concerning the subject.

In the framework of developing its vigilance plan, in coherence with its commitments, the Group conducted a review of its policies and tools for evaluating and controlling existing risks over a perimeter coherent with the law.

BNP Paribas' approach regarding diligence is part of a desire for continuous improvement. As such, the Group, when necessary, supplements its tools for identifying, controlling and managing identified risks and reports on this in its Reference Document.

UNI Global Union represents 20 million workers in companies in the service sector, in more than 150 countries in all regions of the world. UNI's mission is to improve working and living conditions of workers in the service sector and in related sectors, and to guarantee respect and dignity in the workplace throughout the world.

In light of the above, UNI Global Union, representing a contractual stakeholder, is recognised through this agreement as one of the "stakeholders" in the Group's vigilance plan. It can contribute constructively on a global level to the continuous improvement of due diligence on the HR pillar (the system concerning the Group's employees) of which the goal is to identify and prevent serious infringements against human rights, fundamental freedoms, health and safety of employees.

The parties agree that this contribution will take place according to the following particulars:

- In the framework of an experiment for which an initial assessment will be established at 1 year;
- Within the Monitoring Commission provided for in Chapter 9 of this agreement which will meet specifically during the third quarter of the year in light of the annual revision schedule of the Group's vigilance plan and after the annual meeting of the Monitoring Commission provided for in this agreement devoted in particular to examining the indicators defined in its various chapters.

From this presentation and the exchanges that will stem from it, the members of the Commission can formulate suggestions or proposals for additions. These will then be forwarded by the Group Human Resources Department to the Management of SER and will/can be examined/considered in the framework of the annual revision of the Group's vigilance plan.

Another meeting of the Monitoring Commission will be held during the first quarter of the following year for bringing up suggestions and proposals for additions.

## **Article 2: A single alert system**

BNP Paribas' system regarding the right to alert ("whistleblowing") is supervised by a Group-level procedure in compliance with the French Sapin II law, pertaining to "transparency, combating corruption and the modernisation of business practice" and it applies in all the Group's entities in coherence with local regulations.

Any employee of the Group has the right to alert in the event of a crime or offence, threat or prejudice for the general interest, violation or attempt to conceal a violation of an international commitment ratified by France, a unilateral act of an international organisation taken based on such a commitment, or of European

Union law, of any law or regulation or failure to comply with the Code of conduct. This right must be exercised in good faith and without direct financial consideration.

The Group's alert system is also open to external third parties and in particular to former employees of the Group, to its suppliers and to their subcontractors, for information obtained within the framework of their professional activities.

Subjects that can be the object of an alert include (but are not limited to):

- Professional behaviour that goes against the provisions pertaining to respect for persons (sexual and moral harassment, discrimination, aggressions, violence, sexist actions);
- Infringements of human rights and fundamental freedoms, health and safety of persons or the environment, committed by an entity of the Group, by a supplier or the subcontractor of a supplier, in the framework of commercial relations established with the Group or one of its entities;
- Infringements concerning the integrity of the markets;
- Infringements of rules for protecting customer interests;
- Acts of corruption and peddling of influence for any infraction infringing upon probity;
- Violations of Group policies regarding suppliers.

The Group's procedural system on the right to alert presents the Group's alert system that is accessible to employees and to external third parties, the conditions to be complied with when launching an alert, the particulars for processing, confidentiality and protection guaranteed to whistleblowers against retaliation.

Recall that details on this system are provided in this agreement in Chapter 5 on non-discrimination and respect for persons.

### **Article 3: Group programmes allowing employees to volunteer**

As part of its social and environmental responsibility policy, the Group is committed to bringing together commercial offerings, partnerships with various players in society, employer actions, purchasing policies, solidarity projects, sponsorship, volunteering and intrapreneurship.

The Group also intends to act for more sustainable and better shared growth by allowing its employees to be able to engage in favour of the civil society (NGOs, associations, etc.) via missions that make sense regarding customers and the world around them. They can do this above all when exercising their profession, but also through volunteering.

To allow employees to give time and resources to civil society and to ecosystems, the Group is reinforcing its programs.

- It is continuing the volunteer "*#1MillionHours2Help*" global solidarity programme, introduced by the first global agreement signed on 18 September 2018, with a commitment to a total volume of 1 million solidarity hours<sup>8</sup> (over a rolling two years) that are paid (during working hours or outside of working hours but with recovery time) to allow the Group's volunteer employees to take part in carrying out solidarity actions.

Four priority themes for commitment have been selected in line with the sustainable development goals defined by the UN: promoting social inclusion and combating poverty, speeding up the energy transition and preserving biodiversity, improving local communities in the countries where the Group is located and supporting the initiatives of entrepreneurs that have a positive impact.

- It is developing a transversal and participatory programme called *Green Company for Employees*, the objective of which is to accelerate reducing the Group's direct environmental impacts over its operational perimeter.

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<sup>8</sup> Several missions are recognised: Solidarity missions, solidarity team building with a partner association, Pro Bono programs with associative ecosystem bodies, individual solidarity efforts in associations in which the employees are already active

A central place is given to the actions of employees that encourage changes in behaviour and that unfold daily in the work environments with actions focussing on promoting sustainable mobility, reducing disposable products made of plastic (oil-sourced), transitioning to sustainable digital inclusion, and promoting sustainable food.

- Its Foundation runs and coordinates the development of patronage on a global scale, in particular through the Group's foundations<sup>9</sup> and the "Emergency and Development Fund" endowment created by the group to react quickly in case of humanitarian or environmental disasters; it fosters solidarity by collecting donations from the Group's employees, retirees and customers.

The Foundation focuses its approach towards innovative projects with a strong impact and that contribute to changing the world over time, whether from a social, environmental or cultural standpoint. In this framework, it also lends support to the employees' commitments.

These programs of the Group supplement the actions and initiatives that may exist on the local level.

#### **Article 4: Monitoring indicators in the framework of this agreement**

- Number of 1#MillionHours2Help solidarity hours provided by the employees over two rolling years
- Number of employees that have received training in the framework of the *Sustainability Academy*.

## Chapter 3: Employment and skills management

This chapter renews the social commitments made in terms of employment and skills management at the Group level and defines a reference framework for the solutions to implement in the event of a major reorganisation project. It also participates in facilitating the exercise of social dialogue on this major theme.

This chapter also takes the positive and potentially negative impacts of the technological transformation into account and the importance of awareness and training within the Group on reasonable and ethical use in order to get the best out of it in a responsible manner.

#### **Article 1: Employment and skills management**

The Group reasserts its ambition to be a responsible employer.

It largely favours permanent jobs of indefinite duration and does not make excessive use of temporary or agency work.

It anticipates adapting the company to the changes required to maintain its performance and supports its employees to move towards tomorrow's professions and jobs in a context of a profound transformation in the banking sector. This support requires anticipating the needs in terms of skills and the setting up of suitable training or development actions or programs. It also involves dynamic management of career paths.

It undertakes, in case of a project involving a major organisational change that has significant consequences on employment, that the entities of the Group favour volunteer-based solutions such as solutions that are based on natural departures in the headcount (for example, taking the natural foreseeable turnover into account, not renewing fixed-length contracts, reducing recourse to temps or external resources, etc.) as well as reinforcing internal mobility.

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<sup>9</sup> 11 as of 2024



Beyond the potential impacts in terms of employment from a quantitative standpoint, in one direction as in the other, the focus of the actions is to be placed on the levers for adapting skills, managerial culture and maximum anticipation in all the Group's businesses. The banking sector is engaged in a strong transformation linked in particular to the following factors: continuous strengthening of regulations, changes in customer expectations, increased digitalisation, the cyber risk, regular progression in the use of robotics and progressive development of artificial intelligence, changes in the ways we work, support for a just transition towards a sustainable economy.

These changes, which are taken into account in the Group's strategy, entail a major qualitative transformation and its impacts on the changes in professions and skills. It is covered in the HR strategy which accompanies the Group's strategic plan and the employment policy. Priority is given to forward-looking employment and skills management, support for employees for the upcoming changes and priority given to internal mobility.

Training and internal mobility remain strong levers in the Group's diversified and integrated model; they contribute to the employees' personal and professional development, maintaining their employability and reaching the Group's objectives. Several of the Group's approaches and systems play a part in the jobs and skills management policy:

- Ensuring that we have detailed and regularly updated knowledge on the employees' skills and that we have the capacity to offer them more personalised HR offers for their development and mobility. Common tools are deployed within the Group: a directory of the Group's jobs, a common repository on behavioural and technical skills that is enriched on a regular basis with new skills that the Group needs, the HR digital platform "About Me" updated by the employees using the Group's skills repository;
- Strengthening anticipation for the Group's needs in terms of skills and the analysis of them with respect to existing profiles and skills, by implementing *Strategic workforce planning* approaches. Conducted jointly between Human Resources and the business lines, functions, entities, countries, they bring together the members of the Executive Committees and their review of the roles of the future and the associated skills by incorporating the major challenges of the Group. They aim to identify the skills that are needed for the various professions three years from now in order to offer employees training or development paths, especially towards jobs in short supply and the skills that the Group needs.

The goal is to compare the current skills that are declared in the internal digital platform and those required for future needs so as to identify the skills to be developed or strengthened as a priority at individual or collective level and to adapt/create the training or development efforts to be intensified;

The goal is also to provide HR contacts with a tool to help them provide support to managers in choices concerning mobility and recruitment. The results of the exercise provide the business managers and HR concerned with visibility on jobs in short supply (for which it is necessary to train employees and/or recruit) and on the future needs for skills;

- Encouraging the possibility for its employees to acquire and develop the skills required to maintain and reinforce their employability. The Group's entities will continue to train their employees all throughout their professional career by using suitable resources;
- Facilitating the acquisition of new skills by developing initiatives, especially internal ones: upskilling actions, reskilling with solutions that are sought as close as possible to the entities/businesses in order to encourage them, developing internal apprenticeships, deploying cross-geography and cross-business Academies for the Group (Digital, Data & Agile Academy, Sustainability Academy);
- Closely monitor recruitment to match needs,
- Maintaining an active internal mobility policy, in particular:
  - by continuing to increase the transparency of the internal job markets for increased visibility of the available positions,

- by encouraging searches internally before opening to external searches (except for certain profiles, especially those that are specific or rare),
- by continuing with initiatives, supplementing local actions, such as *career days* devoted to skills development, training and mobility organised at the same time in many of the Group's countries,
- by continuing to support this through substantial investments in training,
- By simplifying the mobility management processes by harmonising the internal and external recruiting processes in the Group via a shared tool *B.Welcome*.

## **Article 2: Anticipating changes in organisations, taking their impacts into account and accompanying change**

Anticipating change and the constant adapting of the Group's companies to their economic, regulatory and competitive environment, to the changes in technologies, to the needs and satisfaction of their customers is a determining factor for their economic performance and, as such, the main lever for developing and safeguarding employment.

These major transformations or changes in organisation and/or in skills, due to the changes that they produce, can be a source of anxiety for the employees involved and require support actions.

Moreover, the Group confirms its desire to associate the staff representatives or the trade union(s) with these projects. Each local Management is invited, in compliance with local regulations, to regularly inform the representatives of the employees in the framework of the existing local bodies or places for exchange, or in the absence of these, the personnel, on:

- The Group's strategy, its impact on the country's strategy, businesses or the entity, and on the adaptations made necessary by its own environment;
- The challenges and the particulars for projects that involve major organisational changes;
- any possible and foreseeable consequences in terms of jobs within the local perimeter involved;
- The foreseeable impacts on the employees concerned by these projects in terms of working conditions and preventing risks;
- The support measures implemented for the employees affected by these projects and the actions planned to manage these changes from an organisational standpoint as well as in terms of human resources management.

Likewise, local Managements are invited, through a participatory approach, to associate employees upstream of reorganisation projects, in order to evaluate their impacts and allow employees to participate in these projects.

## **Article 3: Technological transformation**

Technology is one of the three pillars in the GTS 2025 ("*Growth, Technology, Sustainability*") strategic plan. With it, the Group is intensifying its industrialisation dynamics. Technology is placed at the core of continuous improvement in the experience of its customers and of its employees and is mobilised to improve the global operational performance of all its entities.

This technological transformation in the Group is articulated around various areas, including acceleration of digitalisation, extended use of data, robotisation and artificial intelligence (AI) including generative AI.

In the framework of this agreement, the Group undertakes to be attentive to the consequences of this transformation and to deploy actions to :

- Supporting employees in changes in work methods and organisations ;
- Maintain and develop their skills all throughout their professional career; the Group has already emphasised digital skills and agility ;
- Not develop practices or tools that create biases and discrimination with actions on prevention and remediation in case of identified difficulty ;
- Protecting employees' personal data and privacy within the framework of applicable regulations ;
- Be attentive to the appearance of any inappropriate behaviour via technologies (cyber harassment) ;

- Protect the health and safety of employees and the work/life balance of their time and be attentive to compliance with the right to disconnect.

in this regard, the parties recall that actions have been defined in various chapters of this agreement, and in particular in Chapter 4 (teleworking in a hybrid working mode), Chapter 5 (Respect for persons and non-discrimination) and Chapter 6 (equal opportunity, diversity and inclusion).

The parties also recall that reference can be made in particular to the tripartite conclusions of the ILO of January 2022 on the impact of digitisation in the finance sector and to the joint declarations of the social partners in the European banking sector of May 2024 on the aspects of artificial intelligence linked to employment and of December 2021 on remote working and new technologies.

Regarding AI, the Group has initiated an industrial approach in order to get the best out of it in terms of creating value. Various cases for use are implemented; they primarily participate in generating revenue (rates for loans, automating marketing campaigns, transactions, etc.), in reducing costs thanks to automating processes (KYC, credit analysis, documentation, etc.), in improving the customer experience (accelerated services, virtual assistant and measurement of customer satisfaction, etc.) and the employee experience (improving processes, reducing repetitive tasks or those with low value added, etc.) and in reinforcing the management of risks (protection against fraud and cyber risks, anti-money laundering measures, etc.).

In this context, generative AI is a new additional tool that assists in specific tasks. Its scope of application opens the door to significant transformations that the Group will support.

BNP Paribas undertakes to deploy AI in a secure and ethical manner, with human supervision according to the principle of human control of the European Social Partners Framework Agreement of June 2020, and in a secure technological environment that protects its data but also that of its customers and employees, and with all the management and control precautions required for responsible use of it.

The Group is adopting a progressive and controlled appropriation and deployment strategy. To support this strategy, the Group structures reinforced governance in order to cover the evaluations of the risks linked to the models, the frameworks regarding data confidentiality and protection, computing and security standards and anticipates the impacts on individuals and the environment.

It undertakes to support this change with the employees through acculturation and training actions; it is essential that they be trained in this technology, in its risks and opportunities and that they know the instructions and conditions for using the solutions that are implemented. On the date of this agreement, although the solutions used within the Group are not accessible to all the employees, a generative AI acculturation module is already available to all the employees in several languages.

To support this development and implement suitable actions, the Group will also make use of analyses of the impact of the generative AI on jobs and skills. For example, in France it contributes to the joint work conducted in 2024 in the occupational branch business observer devoted to the impact of AI on Banking businesses.

#### **Article 4: Monitoring indicators in the framework of this agreement**

- Number of recruitments and number of departures in the Group
- Number of cross-functional mobilities (inter-entities and inter-business lines)
- Proportion of training actions by subject (Hard Skills, Risks and Compliance, Culture and knowledge of the Group, Soft Skills)
- Number of employees who have had training (at least 7 hours) in the field of technology



# Chapter 4: Teleworking in a hybrid working environment

Information and communication technologies have made new forms of organising work possible, including teleworking. They contribute to promote a work/lifebalance and to providing more autonomy in work.

Teleworking is not suitable in all geographical contexts and in all the Group's activities. Yet, it has developed within BNP Paribas, especially after the health crisis, and the parties wanted to incorporate this way of working into this agreement.

## **Article 1: Definitions of teleworking, hybrid working mode**

Teleworking is defined as a form of organisation and/or performing work that primarily uses information technologies, in the framework of a contract or an employment relationship in which work, which could also have been performed in the premises of the employer, is carried out outside of these premises on a regular basis.

This does not concern the remote working that is set up in exceptional circumstances, in particular during a pandemic, major climatic events, etc. In such circumstances, remote working can be considered by the company as an arrangement in the workstation made necessary to allow for the continuity of activity and to guarantee protection of employees who have the hardware and functional possibility to telework.

Within the Group, teleworking is first of all deployed as a hybrid working mode, i.e. with a professional activity that is carried out in part through teleworking and in part on site on the premises of the employer and this, so as in particular to maintain the social link, preserve collective labour and effectiveness.

Teleworking is also deployed according to an approach that incorporates several dimensions. The group has made the development of teleworking a part of the global "*Smart Working*" programme that combines four dimensions: the ways we work and teleworking in particular, workspaces, digital tools and people care with the support of managers, teams and employees.

With this approach, the deployment of telework must be framed in common principles and the practice of it is to be monitored over time. The experience that we have acquired shows that hybrid work meets the expectations in terms of new ways to work and in terms of contributing to the balances of one's time with, in particular, reducing transport time but also in that its long term practice reveals risks that require attention to ensure compliance with the rules defined and the setting up of specific prevention actions.

In this respect, the Group confirms its desire to maintain the link between the company and the employees as close as possible to the activities, to preserve collective labour and to be attentive to the proper uses of information and communication technologies.

## **Article 2: Common principles**

In the entities where it is deployed, the practice of teleworking, subject to local regulations, respects the following principles:

- Determining the compatibility of teleworking with the activities is the responsibility of the employer. Each entity has the responsibility of assessing the compatibility of its activities with the practice of teleworking. The analysis of this compatibility takes account of elements that can pertain to the geographical context, the infrastructures of the country, applicable regulations, the feasibility of performing tasks remotely, technical or operational constraints, controlling risks and IT security. At the individual level, it takes account in particular of the employee's capacity to work autonomously, their seniority in the company and/or in their position and their capacity to have a place available that is suitable for remote working. In the situation where teleworking cannot be implemented, close dialogue

(i.e. as close as possible to the situations) is to be favoured in order to provide the necessary explanations.

These elements can result in excluding the practice of teleworking or in subjecting it to special conditions. They can also result in organising it according to rhythms that may be different or from a more individual standpoint, in providing for a waiting period before allowing teleworking, for example for employees who have recently arrived in an entity or in a team;

- Teleworking is based on a collective team approach placed under the responsibility of the managers which takes into account, in compliance with applicable regulations, organisation that is most suitable to the nature of the activities, the desires expressed by the employees, the need to maintain a link within the teams and fairness amongst the employees. Building occupancy is also a dimension to be incorporated;
- Teleworking is based on compliance with a dual voluntariness of the employee and of the manager. In this framework, each employee can accept or not to exercise their activity by teleworking, and this with no consequence on their employment;
- Teleworking is also based on a possibility of reversibility, for both the entity and the employees. It can be suspended (or adjusted) temporarily at the initiative of the employee or manager, especially for operational reasons or in relation with the employee due in particular to personal constraints, a situation of isolation with collective labour or the company, the difficulty of autonomously performing their professional activity remotely or in complying with the rules of teleworking;
- Teleworking days are not intangible. The choice of the day or days for teleworking is made after consultation between the employee and their manager, in the framework of the team project. It can be set up via a periodic rotation in order in particular to preserve fairness within the teams and to take the life of the teams and of the organisations into account;
- Teleworking must preserve a minimum presence on the site in order to preserve the social link, collective effectiveness and collaborative work;
- In principle, the entity provides the workstation (computer, etc.) required to exercise the professional activity through teleworking.

Teleworking is a theme of social dialogue. According to the organisation of the entity's work, and in the extension of the practices of social dialogue in place, consultation or negotiation, with the trade unions set up and/or recognised according to local regulations and/or with the other staff representatives if they exist, is to be favoured when setting up teleworking.

Deploying it and monitoring it in its practice over time can also involve the trade unions established and/or recognised according to local regulations and/or the other staff representatives if they exist.

### **Article 3: Rights and obligations**

Employees who telework benefit from the same rights and benefits and are subjected to the same obligations as those who perform their work on the premises of the company, in particular regarding:

- The conditions of employment, remuneration, training and career development. Teleworking must not lead to insecurity in employment or in the contractual relationship with the company. It must not change the employee's objectives, their workload (up or down), the time to perform the work; the results expected in a teleworking situation remain equivalent to those that would have been obtained outside of any teleworking context. Also, teleworking does not modify the particulars for professional assessment;
- The right to disconnect: teleworkers have the right to periods and time for rest in conditions that are comparable to the other employees of the entity and managers are attentive to this;

- The trade union rights and representation of the personnel. In this respect, recall the provisions of Article 2 of Chapter 1 of this agreement;
- Non-discrimination, respect for balance between professional and personal life. Attention will need to be given if it is observed that the representation, in particular as a distribution through gender or age of the employees who practice teleworking, is substantially different from those of the teams. The practice of teleworking must not be a bias factor.

#### **Article 4: Taking into account a practice of teleworking over the long term**

The long-term practice of hybrid work (on site and through teleworking) leads to providing measures that entail:

- Maintaining the social link and preserving collective labour; the manager ensures that regular contact is maintained;
- Compliance with the right to disconnect and attention to rest time and the actual taking of time off in compliance with the applicable local provisions by any suitable means, in particular efforts on communication, increasing awareness, guides, pop-ups on IT tools, etc. Management makes sure that they do not solicit employees outside the normal working hours, unless there is an emergency or professional imperative which must remain exceptional. Management strives to schedule meetings in coherence with the normal hours of the employees, whether or not they are teleworking. The teleworking employee is also an actor, and it is up to them to ensure that they disconnect from the digital tools that are linked to their professional activity outside of the normal working hours.
- A professional activity requested of the employee who is teleworking that remains equivalent to that of employees in a comparable situation working in the premises of the company. The teleworking employee must be able to be reached and in a position to respond to requests in the same conditions as when they are in the premises of the company;
- Training and support in the management of teams working in hybrid mode;
- Support for new arrivals in the teams working in hybrid mode;
- Preventive actions on certain risks that can increase with teleworking: weakening of interpersonal relations, sedentariness, excessive digital solicitation, cyber harassment, domestic or intra-family violence, etc. Attention is to be given to alert signals, especially a situation of isolation, addictive behaviour, excessive connection. Suitable actions, including accompaniment and support actions, are then sought; they can lead to temporary suspension or stoppage of teleworking.

Likewise, if teleworking shows differences in compliance with the teleworking roles that have been defined, it can result in monitoring in order to identify any eventual differences between the rules set down for teleworking and what is actually being practised, potential situations of isolation or excessive connection and implementing suitable actions with the understanding that this monitoring, and more globally, regardless of the working method, the use of monitoring tools, must remain proportional and transparent, in particular in terms of its purpose.

The protection of data and the privacy of employees must be preserved. Each entity having recourse to teleworking takes measures to ensure the protection of the data used and processed by the employee for professional purposes when they are teleworking.

The teleworking employee keeps the equipment that is provided by their entity to exercise their professional activity in good condition, and it must be used only by them. The entity replaces the equipment under the same conditions as if it were used on site (obsolescence, defectiveness, etc.).

The teleworker undertakes to comply with BNP Paribas rules in terms of security, in particular IT security. They are required to ensure confidentiality, integrity and availability of the information and data that is entrusted to them, to which they have access or that they create in the framework of their work. They are also required to take measures within their power to prevent access by third parties to the equipment that is made available to them by the entity and to the documents and data that it contains.

These actions are part of social dialogue; they may give rise to consultation and even negotiation according to the local social dialogue practices.

#### **Article 5: Monitoring indicators in the framework of this agreement**

- Number of employees who are teleworking
- Maximum level (as a percentage) of teleworking authorised in countries that practice teleworking

## Chapter 5: Respect for Persons, Non-Discrimination

The Group attaches great importance to the development of its employees and is committed to providing them with a motivating working environment where everyone is treated with respect, dignity and equity, and as such adheres to the principles of ILO Convention no. 111 concerning Discrimination in Respect of Employment and Occupation. It takes care to protect its employees from any form of violence at work, from harassment, in all its forms and especially its sexual, moral or discriminatory forms, thus adopting the principles of the preamble of ILO Convention no. 190 concerning Violence and Harassment.

Through this, the Group respects and promotes the principle on the fundamental right to a safe and healthy workplace such as recognised by the 1998 ILO Declaration modified in 2022 and by ILO fundamental conventions no. 155 and no. 187 concerning Occupational Safety and Health.

#### **Article 1: A Group-level policy**

The Group devotes an entire chapter to respect for persons in its Code of conduct. Its provisions must guide the actions, decisions and behaviours of employees. So that everyone can work in a respectful environment, the Group asks each employee, manager or non-manager, to apply the highest standards in terms of professional behaviour and to express their concerns regarding any behaviour that would not respect the standards, whether they are the victim or a witness.

Managers and employees, individually and collectively, in their daily relations internally and externally, make sure that they do not ignore the rules of mutual respect.

At an individual level, an objective concerning the Code of Conduct, rules and regulations (including respect for persons) is assigned every year to all the Group's employees. Any misconduct are the subject of an exchange with the manager, formalised in the annual professional appraisals.

In 2023, the Group reinforced and deployed a policy on respect for persons revolving around three main areas:

- the development of prevention of situations of discrimination and situations that do not respect persons;
- a framework that is shared by the Group's entities to collect and manage alerts concerning these situations in an impartial, independent and confidential manner;
- reinforcing individual and/or collective accompanying and follow-up measures.

The principles defined for the Group as a whole are directly applicable and can be more protective than the local regulations; the entities have adapted them locally.

These principles and their implementation over time are part of social dialogue with the trade unions set up and/or recognised according to local regulations and/or the other employee representatives if they exist who have a major role of increasing awareness, identifying risks and raising or being a "facilitator" of alerts. Likewise, they contribute in advocating the set-up locally.

## **Article 2: Prevention, alert processing and reinforced measures**

### **2.1: A prevention policy conducted over time**

The Group undertakes to regularly conduct efforts to inform, increase awareness and train employees and managers. These efforts are aimed at ensuring good knowledge of the Group's Policy and developing attention to situations that are likely to generate or characterise actions that go against the Group's policy in terms of respect for persons; they are adapted to local regulations in their content and form.

Local managers are in first line to observe certain unusual or disproportionate signs and changes at work that can occur from employees. The aim of detecting situations at risk is to permit an early treatment to prevent them worsening.

Alongside managers, HRs are vigilant and play an active role in preventing and identifying professional situations that can affect the health or safety of employees.

Trade unions that are set up and/or recognised according to local regulations and/or the other employee representatives, if they exist, also participate in advocating the system locally and in identifying these situations.

If a situation at risk is detected, suitable individual and/or collective actions are sought: listening, accompaniment, communication, clarification of priorities, managerial action, thought given to the organisation, support group, facilitation, mediation, etc.

If the signs reveal behaviour that can affect the health or safety of the employees, they fall under an alert in the channel made available by the Group.

### **2.2: A wide range of behaviours is covered**

Alerts in terms of respect for persons may cover behaviours ranging from repeated lack of respect to moral harassment and physical aggression, from sexist acts to sexual harassment and sexual aggression.

Such behaviour may or may not be discriminatory, i.e. based on one or more prohibited criteria, such as identity (including origins, skin colour, surname), gender, sex, sexual orientation, state of health and/or disability, age, nationality, actual or supposed membership or non-membership of an ethnic group, nation or so-called race, trade union activities, religious beliefs, political opinions, pregnancy, family status, etc.

Depending on the countries and their local regulations, these criteria may vary and specific measures may be taken without revealing discriminatory behaviours (e.g. positive actions regarding certain populations). Moreover, discriminatory behaviour entails unfounded measures that would be taken as retaliation solely for reasons of alert or the testimony of a person.

Recall that sexual harassment constitutes a form of discrimination in terms of ILO Convention no. 111 concerning Discrimination in Respect of Employment and Occupation.

### **2.3: A single whistleblowing framework and a network of stakeholders in the Group for managing them**

The Group implements sets-up for listening, investigating and protecting.

In 2024, it organizes a single whistleblowing framework available to all its employees so as to allow them to report, in good faith, behaviours that would be contrary to the Code of conduct, regardless of their nature and their author who may be internal but also external to the Group in a professional relation. This system guarantees confidentiality and protection for the whistleblower.

This single system takes the form of a platform, that is common for all alerts including those in terms of respect for persons, and which becomes the Group's dedicated channel for raising an alert; it can be accessed directly. The usual contacts of the employees, including the trade unions set up and/or recognised according to local regulations and/or the other representatives of the personnel if they exist, can continue to inform them about the sets-up that can be used and to accompany a person who wants to raise an alert.

The Group's framework also defines common principles in the analysis and management of alerts, the nature and follow-up of disciplinary and/or corrective measures. These principles aim to ensure processing with impartiality, equity and independence, in compliance with the diversity of Group's organisations, cultural contexts and regulatory environments.

These common principles guide the action of a network of specific stakeholders deployed throughout the Group.

The HR Conduct referents "Respect for Persons" are responsible for managing alerts; they analyse alerts and, in order to ensure compliance with the principles mentioned hereinabove, either directly or via HRPartners, conduct investigations to shed light on the facts that substantiate these alerts.

Dedicated "Respect for Persons" teams also exist at Group level, within CIB, Banque Commerciale En France but also within Human Resources Function to handle alerts that require centralized processing, in particular due to the hierarchical positioning of the persons involved or a potential conflict-of-interest situation.

BNP Paribas undertakes to train all the stakeholders to assume their role.

### **Article 3: Reinforcing accompanying and follow-up measures**

In its combat against inappropriate behaviours, the Group is determined to impose sanctions, regardless of the hierarchical level and professional performance of the author of proven acts.

The Group undertakes, as soon as the acts are proven, to take disciplinary and/or corrective measures that are suitable adapted in their content and form with local regulations. These may be individual (managerial interviews, reminder letters, sanctions, etc.) but they may also be collective (actions for increasing awareness, reminders, etc.).

Medical, psychological, managerial and HR support as well as specific follow-up are also to be provided for the victims with vigilance on the other impacts that the situation may have generated or revealed. Adapted support and follow-up can also be provided for the authors of inappropriate behaviours.

### **Article 4: Monitoring indicators in the framework of this agreement**

- Number of alerts reporting behaviours contrary to the Group's policy related to Respect for Persons
- Main typologies of sanctioned behaviours
- Rate of training of HR Conduct referents "Respect for Persons" and of members of the dedicated teams.

# Chapter 6: Equal opportunity, Diversity and Inclusion

The Group has made a sustainable commitment in favour of diversity and inclusion. Its policy is based on a key principle of appreciating each individual with respect to differences through global and local actions to promote diversity and inclusion. Five areas of actions are deployed in particular in the framework of this agreement:

- Professional equality between men and women;
- Disabilities;
- Multiculturalism and the diversity of origins;
- Gender identity and romantic orientation;
- Age and intergenerational aspects.

The main stake in particular through these five areas is to maintain strong commitment in favour of diversity and inclusion at the various levels of the Group in order to provide the employees and future employees with a working environment that respects the differences and that appreciates the inclusion of each person and within which each person is treated with respect and dignity, without being discriminated against.

This policy is supported by General Management, and is part of the guidelines enacted by the UN to which BNP Paribas has adhered:

- The United Nations' Women's Empowerment Principles (WEP) in 2011;
- The International Labour Organisation's Global Business and Disability Network charter in 2016
- LGBT Standards of the United Nations in 2017
- The 1in3Women charter in 2018

It is part of the Group's Code of conduct, which reminds each employee that they are bound to:

- *"reject any form of discrimination, intimidation or harassment with respect to other employees, customers or any person who has relations with the BNP Paribas Group, that would be based on prohibited criteria such as gender, nationality, state of health, handicap, age, identity (including origins);"*
- *"promote equal treatment of candidates during the recruiting process, systematically base their judgement on skills that are evaluated objectively, guarantee equal opportunity and define the conditions for remuneration in a fair and equitable way. "*

The Code of conduct also specifies that the development of the employees *"Intel is actively promoting diversity, encouraging mobility in order to offer varied experiences and career paths and developing all talents"*.

Diversity and inclusion form a theme of social dialogue. In several entities/countries, it has given rise to the signing of collective agreements or systems defined after consultation.

The Group undertakes to continue its actions for compliance with these principles all throughout the professional life and to enhance the value of diversity and inclusion at all levels of the Group. The Group also undertakes to continue combating discrimination in all its forms and to continue acting on the collective representations and stereotypes that they induce. These actions could be conducted at a global level but also locally, in particular where this would appear to be necessary (in particular, if the results of internal investigations show specific issues in an entity/country).

The group undertakes to continue, in its entities, its actions of increasing awareness with all employees including managers by proposing various formats (interactive conferences, round tables, podcasts, projections, workshops, etc.).

Training efforts on diversity and inclusion and on combating discrimination, biases and stereotypes are also proposed; some countries and entities systematically incorporate modules to increase the awareness on diversity into their manager training programmes.

The parties agree that particular attention is to be given, as much as possible, to new managers and employees who, through the functions that they fulfil in the Group, have to be trained: Staffing teams, HR managers, HR Respect for persons Conduct referrers, etc.

Conduct Journey, the training on the Code of conduct that must be taken every year by all the Group's employees, can also be used as a training vector via a module on diversity, fairness and inclusion and non-discrimination.

The Group also encourages the development of employee initiatives such as the professional internal networks which play an active role in promoting diversity and inclusion within the Group. These networks encourage listening, sharing and exchanging amongst employees, between entities, businesses and countries of the Group; they are open to all employees; they benefit from a "World network day" that takes place during the Inclusion Days organised at the Group level.

### **Article 1: Professional equality**

The Group undertakes to continue its actions in the various steps in the career path of its employees.

#### **1.1: Recruiting and professional mobility**

**Job offers:** no discriminating criteria must appear when publishing job offers, internally and externally. The entities have to be attentive in that the titles and terms used are chosen so as to be able to allow for applications without gender distinction. These principles apply to all types of employment contracts (open-ended contracts, fixed-length contracts and also internships, alternating work-study contracts or equivalent systems which may exist in the countries, etc.).

**Applicant selection process:** exercising a professional activity within the Group is open indifferently, with no gender distinction. Therefore, any recruiting or mobility process is unique and identical selection criteria are applied. The criteria for recruiting are based on skills, qualification and experience. These criteria are shared by the recruiting entity with external recruiting firms.

**Equal pay at hiring:** remuneration at hiring is determined without gender distinction of the person hired; it is linked to their level of training, professional experience and the type of position and responsibilities entrusted.

#### **1.2: Career development and diversity in career paths**

**Identical criteria:** the Group undertakes to offer employees the same possibilities for career paths and career development without gender distinction; only their skills, experience, aptitudes and performance must be able to allow access to all the positions, regardless of the level of responsibility, including the highest responsibilities.

In this respect, access to positions with responsibility is acquired on the same criteria without gender distinction; these criteria must not be discriminatory. Likewise, the criteria for detecting internal potential (talent, in particular), professional assessment and career orientation are of the same nature for the employees, without gender distinction.

The Group gives particular attention to encouraging gender diversity in professions, especially in its professions that are structurally imbalanced in terms of gender such as professions in IT, Data, Digital, market activities within CIB or sustainable finance or HR. The Group has also set ambitious goals for representing women within the management bodies and access for women to positions with responsibility; results on this are communicated on a regular basis.



### 1.3: Equal pay between men and women

**Equal pay for equivalent skills, performance and positions:** the Group reasserts its dedication to compliance with the obligation of equal pay between men and women for equivalent skills, performance and positions at hiring and all throughout the professional career of the employees.

### 1.4: Training and professional development

**Equal access to training:** the Group undertakes to provide equal access to training to its employees, without gender distinction, in order to maintain and develop their skills in an equivalent manner. In this respect, BNP Paribas will continue to be attentive in the distribution by gender of training efforts<sup>10</sup>. If in an entity or country, the figures on completed training show a substantial difference between the men and women beneficiaries with regard to their representation out of the total headcount, the companies are invited to analyse the situation and, where applicable, implement corrective initiatives.

**Easy access to training:** the Group undertakes to encourage employee participation in the efforts for training and developing skills. It is recommended to make sure:

- in as much as possible, that the training be, and especially when it concerns the job itself, provided during working hours. Likewise, the entities will avoid training being given on a day that is usually a non-working day. If, for reasons of organisation this principle cannot be complied with (in particular linked to the different days off of the participants), the employees involved must recover their day;
- to reduce the travel constraints linked to the training efforts at an equal training quality level.

### 1.5: Pregnancy and leaves linked to parenting

No discrimination is allowed against pregnant women. The pregnancy (actual or supposed) of a woman must not be taken into account to refuse hiring her. The leave linked to the taking of time off linked to parenting (maternity and parenting leave) must not hinder or have a negative influence on career development.

### 1.6: Domestic or intra-family violence

As they mostly affect women and affect professional life, domestic and intra-family violence is both a factor of inequality in the workplace and an obstacle to professional equality between men and women.

In order to take this violence and the impact of it in the workplace into account better, the Group has been a member, since it was created in 2018, of the 1in3Women network, the first European network of companies engaged against violence inflicted upon women and joined its Executive Committee on 1 January 2021. This network aims to provide employers with tools to extensively increase the awareness and support victims better. The network has an awareness-increasing system available: an e-learning module (available in eight languages), a series of podcasts, posters, advocacy work, etc.

The Group has committed to disseminating this system. In 2022, it created an intranet page (bilingual in French/English) devoted to domestic and intra-family violence; it can be accessed by all the Group's employees throughout the world and brings the suggested resources together: systems/key contacts on the subject of violence, anonymous testimonials of employees who were victims. This initiative is supplemented by efforts and communications at the Group or local level. In 2023, emphasis was as such placed on the Group's commitment in terms of combating economic domestic violence.

BNP Paribas also undertakes to offer employees who are victims of this violence, in addition to HR support, that of stakeholders in social support (social service assistance, etc.), or of the *EAP* psychological listening

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<sup>10</sup> Regarding the distribution of the headcount by gender

and support system that is going to be deployed within the framework of this agreement (chapter 7 Global program for health and wellness).

The Group will encourage the diffusion of initiatives that may exist in some of its countries or entities: solutions for emergency accommodation or housing, partnerships with associations, enhancing the Nickel offer<sup>11</sup>, etc.

### **Article 2: Actions favouring employees with disabilities**

The Group's commitment in terms of diversity and inclusion also includes insertion and maintaining the employment of workers with disabilities.

The ILO's Global Business and Disability Network Charter, which promotes the inclusion in a professional environment of persons with disabilities, was signed by BNP Paribas on 29 June 2016.

In this context, all the Group's businesses/countries must, for its entity, implement at least three commitments of the Charter for 80% of the headcount regarding employees with disabilities on one of the areas of the Charter that in particular covers the themes of employment, equal treatment, accessibility, and confidentiality.

In the event a handicap occurs or changes over the course of professional life, the entity seeks the most suitable solutions regarding the adapting of the workstation or the job of the employee involved.

### **Article 3: Monitoring indicators in the framework of this agreement**

- Distribution by gender of employees who have benefited from an individual promotion measure
- Average number of hours of training by gender
- Number and percentage of employees with disabilities

## **Chapter 7: Global Social Floor**

The parties to this agreement recognise the importance of ensuring good working and employment conditions and of protecting employees against all forms of violence, abuse and harassment in the workplace. Preserving the health, safety and working conditions of employees is a priority.

Through this, the Group respects and promotes the principle on the fundamental right to a safe and healthy workplace such as recognised by the 1998 ILO Declaration modified in 2022 on ILO fundamental conventions no. 155 and no. 187 on health and safety in the workplace.

The parties undertake to continue developing joint actions aimed at developing and maintaining an environment and working conditions that ensure physical and mental health as well as the safety of employees in the workplace, including in a hybrid work context. Beyond health and safety in the workplace, the Group undertakes to continue developing its policy of wellness in the workplace and balance between professional life and private life, as well as its parental policy, which contributes to ensuring professional equality.

The parties jointly encourage the setting up and dissemination of initiatives, in line with the local contexts, aimed at promoting physical as well as mental health, disease prevention, whether or not linked to the workplace, and the maintaining of employment.

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<sup>11</sup> A payment solution that makes it possible to open a current account in a few minutes with a network of partner distributors in 5 countries in Europe (tobacconists in France, lotteries in Spain and in Germany, newsstands in Belgium, local shops of the chamber of commerce in Portugal) or digitally with a dedicated application. Can be accessed without income conditions and provide access for the entire population to basic banking services with an account, banking coordinates, and the payment card that is easy to use

They can be done through consultation with the established trade unions and/or recognised according to local regulations and/or the other staff representatives if they exist.

## **Article 1: Parental Support**

In the extension of the commitments made in the first global agreement signed in September 2018, the Group wants to reinforce its parental policy which is a factor of professional equality. The following provisions aim to contribute to better protection of the health of women, favouring shared parenting responsibilities and take account of the various situations of parenting.

### **1.1: Maternity leave**

A minimum of 14 weeks of paid maternity leave, including the period before birth and that afterwards, is applied throughout the Group.

### **1.2: Paternity leave**

The Group undertakes to implement paid paternity leave of at least 6 days within the first two years of application of this agreement for all the businesses/countries. This leave must be taken within a maximum of 6 months following the birth or adoption.

### **1.3: Child fostering leave**

The Group undertakes to implement child foster leave of at least 6 days within the first two years of application of this agreement, for an employee who fosters a child, as long as:

- if they live alone, they do not benefit from any legal maternity, adoption or paternity leave,
- if they live as a couple, that no member of the couple benefits from any legal maternity, adoption or paternity leave.

For couples who are BNP Paribas employees, one of the two employees can benefit from this. They must inform the entity beforehand of their intention to benefit from this leave at least one month before the foster date of the child.

The particulars and conditions that apply to the leaves provided for in this Article 1 are defined at the entity level.

At the end of the leave, the employees return to their position or an equivalent position.

## **Article 2: Guarantees in terms of social coverage**

The Group complies with the systems provided for by the various local regulations in terms of social protection. When these provisions do not exist or are inadequate, the parties wanted to maintain the commitments hereinafter in order to guarantee a global social floor of social protection for all the Group's employees.

### **2.1: Death insurance**

The Group undertakes that all employees benefit from death insurance, whatever the cause of the latter may be, except for contractual insurance exceptions.

In line with its regulatory context, the coverage provided and the precise conditions for application as well as the particulars for financing are determined by each country/business.

### **2.2: Incapacity / Disability insurance**

The Group undertakes that all the employees benefit from incapacity / disability insurance, whatever the cause of the incapacity / disability may be, except for contractual insurance exceptions.

In line with its regulatory context, the coverage provided where applicable and the precise conditions for application as well as the particulars for financing are determined by each country/business.

### **2.3: Health insurance**

The Group undertakes that all the employees benefit from a health insurance plan that covers health expenses (medications, medical visits, hospitalisation, etc.).

In line with its regulatory context, the coverage provided where applicable and the precise conditions for application as well as the particulars for financing are determined by each country/business.

### **2.4: Personal days**

With the goal of encouraging worklife balance, each employee in the Group can benefit from flexibility days of up to 5 days per year. These days are not paid and are intended to give time and organisational flexibility to their beneficiaries for absences linked to their personal life. They are taken as a full day or half-day as approved by the management taking into account business imperatives .

## **Article 3: Global program for health and wellness**

The Group's social responsibility can be seen in particular through its capacity to have its employees benefit from a secure environment, preserve their health and their working conditions. It contributes in maintaining, preserving and developing their health capital and encourages their relations with the company over the long term.

In addition to setting up a minimum floor of coverage, the Group undertakes, through this agreement, to develop a global "We Care" programme for the health and working conditions of its employees.

Developing this programme is part of the extension of the health crisis, which brought about new risks and new expectations from the employees regarding their health in general and their health in the workplace. For this health and wellness policy, we have retained a global approach to health that however incorporates the health risks that are more specific to the tertiary sector, in particular psychosocial risks and risks linked to sedentariness.

This approach concerns all employees, without gender distinction. However, the entities can propose, as some are already doing, actions for information, increasing awareness and prevention that take account of the specificities linked to the physiological particularities of men or women. For women for example, pregnancy, cardiovascular risks with less evocative symptoms, breast, cervix and uterine cancers and the importance of screening for them, osteoporosis, endometriosis, etc.). For men for example, lung and prostate cancers, cardiovascular risks, etc.

In the framework of this global health and wellness programme, the Group wants to harmonise and reinforce its programmes in the following areas:

- A digital health assessment offer that allows employees to play a role in their health and that allows the Group and its entities to implement suitable preventive actions;
- A psychological support and listening system;
- Support for employees with a long-term illness;

by taking the national and local professional contexts into account, in particular public health systems and systems that already exist in the countries/businesses.

### **3.1: Offer a health prevention assessment**

The Group wants to reinforce its system by offering employees the possibility to play a role in their health. Through a global approach to health, a digital health assessment will be offered periodically to the employees.

This health prevention assessment will be in the form of a questionnaire covering mental and physical health, and the results will give rise to:

- an individual report, in secure conditions, with concrete advice in line with the results of the questionnaire. An oral debriefing could be proposed, in defined conditions, with a health professional,
- a more global report for a mapping of different health risk factors so as to adapt prevention efforts on a global and/or local level to the needs identified and to then monitor their impact.

This system will undergo an initial campaign organised by the end of 2024<sup>12</sup> over the perimeter of the Group's entities in France. From the results of this campaign that will be conducted in this country, and any adjustments to be made, the health prevention assessment will be deployed progressively in the other countries/businesses of the Group over the duration of this agreement according to the particulars and conditions (seniority and age, in particular) defined at the entity level and according to already-existing systems.

### **3.2: Offer a psychological support and listening system**

The Group also wants to reinforce its actions in favour of mental health by offering all its employees a psychological support and listening system. This system already exists in entities and countries and BNP Paribas wants to be able to offer it in all countries where it operates to support employees who feel a need for it.

This is offered as a supplement to accompaniment and support from the HRs and proximity managers and stakeholders in health or social support where they exist.

The Group undertakes to offer this system to all employees within the first two years of application of this agreement

### **3.3: Provide better support for situations of long absences for health reasons**

Actions are already in place by entities or countries to accompany the illness. The Group undertakes to advocate these and/or to set up initiatives to accompany employees in a situation of long absence from the company for health reasons. Three key steps have been identified:

- during the illness, as the extended absence can isolate the ill person from their professional and sometimes social life. Contact during the absence for illness can limit this isolation; this takes place with the approval of the employee and according to the particulars defined with them. Its aim is to provide support and accompaniment, in particular through information on the applicable social protection systems, their administrative situation, their contacts and the internal and/or external support systems.
- looking ahead to resuming activity to encourage maintaining employment and providing support when returning to the workplace. This approach requires anticipation and time, to exchange with the various possible persons involved and make use of existing stakeholders and systems, in order to consider with them any possible obstacles or difficulties, and find solutions adapted to the various successive steps. The length of absence can make returning to work more complex to organise because it requires taking account, on the one hand of the aspects linked to the person and their health and, on the other hand, the changes in their working environment which may have occurred and which affect working conditions and/or the workstation.
- accompany the resumption of activity over time in order to ensure that it unfolds properly, continue to monitor and support the employee and be attentive to any weak signals from the employee returning after a long absence.

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<sup>12</sup> Except for any postponing that would be made necessary in particular due to unforeseen technical prerequisites

This approach can involve HRPs, managers, colleagues and, where they exist, local social stakeholders in health and support, "long-term illness ambassadors", "trusted individuals", staff representatives or of a trade union, etc.

#### **Article 4: Network of health experts**

The Group has learned from the management of the health crisis and wants to strengthen its system in order to set up, in a crisis situation, the most suitable actions for the safety and health of its teams and its activities. Indeed, in the context of the COVID\_1 pandemic which was unprecedented in terms of its extent, consequences and duration, measures were taken by the entities and the Group for the health and safety of employees; in particular, they took the health situation of the countries, their health system and the measures taken by the States into account.

Crises, in particular those linked to natural or climatic events or health or geopolitical situations, have a human impact and a structural health policy has to contribute to handling these situations better. Furthermore, the Group is reinforcing its system to structure a health watch on the situation in the countries where it is present and has a network of health experts around the world that can inform the making of decisions and support, according to need, global or targeted actions.

These actions give rise to exchanges with the staff representatives or the trade union(s) at a level that is adapted to the situation and according to the social dialogue practices.

#### **Article 5: Monitoring indicators in the framework of this agreement**

- Percentage covered by paternity leave
- Percentage covered by child foster leave
- Percentage of employees who have benefited from leaves linked to parenting (maternity, paternity, parental, etc.) by gender
- Percentage of employees covered by death and disability insurance, and health coverage
- Percentage of employees covered by an EAP (*Employee Assistant Program*) psychological support and listening system
- Percentage of employees who have benefited from the digital health assessment

## **Chapter 8: Commitment of UNI GLOBAL UNION**

Respecting the mutual commitments contained in this agreement, UNI Global Union will publicly lend support to BNP Paribas Group as an essential stakeholder in terms of improving employment standards and will work with BNP Paribas Group to constantly raise the employment standards within the Group.

UNI Global Union recognises that the conditions of employment are set down in accordance with the legal, social and economic conditions in each country.

# Chapter 9: Application, duration and monitoring of the agreement

## **Article 1: scope of application of the agreement**

The scope of application of this agreement is comprised of the companies in the BNP Paribas Group, regardless of where they are located, controlled by BNP Paribas SA due to its majority shareholding in the capital, its holding of the majority of the voting rights or the its designation, of more than half of the members of administrative bodies or the Management.

When a new company comes into the scope such as defined hereinabove, the parties agree that it then has two years to apply this agreement. This application can be gradual.

If a company leaves the scope such as defined herein above in 2024 or in 2025, it will examine, in light of its context, the provisions of this agreement that can be implemented or define special particulars in order to implement them.

## **Article 2: Particulars for applying the agreement**

This agreement can be supplemented by the entities of BNP Paribas Group, in particular to meet their specificities, by taking account of the procedures or agreements that are already in place as well as laws that are specific to the country, without however it being possible to derogate from this agreement, in a less favourable direction.

It is not possible to accumulate existing or future legal or conventional measures with the provisions of this agreement that have the same purpose. If there are differences in a measure, the most favourable measure must be applied.

All the measures described in this agreement apply no later than 1 December 2024 unless a different date is mentioned in the article or Chapter concerned in this agreement. Future local agreements must fall under the principles and commitments made in this agreement.

Any rules concerning seniority pertaining to the beneficiaries of individual measures are defined at the entity level.

Finally, regarding the methods for applying the various measures of the agreement, the various entities are requested, whenever possible, to seek the highest degree of coherency possible at the country level.

## **Article 3: Length of agreement**

This agreement shall apply for a period of 4 (four) years starting on 1 December 2024. It can be terminated by one of the parties in writing in compliance with a six-month notice period.

The parties agree to meet 6 (six) months before the expiration of this agreement in order to agree on the particulars, themes and schedule for renewing it.

## **Article 4: Translation and communication of the agreement**

### **4.1: Translation**

The parties in this agreement agree that the text written in French is authoritative; it shall prevail in the event of an issue with interpretation or a dispute.

The agreement shall also be translated into English. For the other countries of the Group, the agreement shall be translated into the working language of reference that is usually used in the countries. The translation shall be covered by the country or Human Resources Manager concerned.

#### **4.2: Communication**

The parties shall communicate this agreement to all their respective organisations and structures of the Group's entities.

This agreement shall be communicated to all the Group's employees, via information online in particular on the intranet pages of the Group and other countries, no later than 30 Novembre 2024.

#### **Article 5: Monitoring of the agreement**

The parties agree to create a joint commission in charge of monitoring the implementation of this agreement and the commitments made, identifying good practices and where applicable the actions to ensure promotion of it and, under the conditions defined in Chapter 2 of this agreement, form the framework within which UNI Global Union can contribute to the continuous improvement in the diligence on the HR pillar of the Group's vigilance plan.

Taking account of the participants in the negotiations which have resulted in the signing of this agreement, the parties agree that the commission is comprised in a balanced manner of:

- Representatives of the Group (Human Resources Department of BNP Paribas Group who may solicit other persons in the Group whose presence is deemed useful, especially to provide clarification to the members of the Commission);
- representatives of UNI Global Union, up to 7 representatives;

and in the presence of representatives:

- of FECEC (1 representative),
- of the Group's European Works Council (1 representative, who is necessarily a member of the Bureau of the Group's European Works Council),
- and of representative trade union at the Group level in France, with a limit of 1 representative per representative union organisation over this perimeter.

Prior to this meeting, no later than 15 days before it, the Group's Human Resources Department will send an assessment for the elapsed year of the deployment of this agreement, based on the indicators defined<sup>13</sup> by the parties of this agreement. This assessment can be supplemented with information collected in the framework of the Group's Social Reporting, in particular for the purposes of drawing up the Reference Document.

The monitoring commission meets once a year during the third quarter of the year. It also meets under the conditions defined in Chapter 2 of this agreement on the due diligence plan.

It shall meet for the first time during the first quarter of 2025<sup>14</sup>.

If an event or particular context so justifies and after approval from the two parties, it can exceptionally meet as a supplement to the annual meeting.

#### **Article 6: Settling of disputes**

The parties undertake, within the framework of their respective responsibilities, to participate in implementing this agreement in the best operational conditions and in good faith.

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<sup>13</sup> Subject to adaptations or changes which may need to be made to these indicators

<sup>14</sup> Based on the indicators provided for 2024, excluding any technical difficulty or data rollout that would not make it possible to reliably report an indicator



In case of difficulty encountered in implementing the agreement, the parties agree that seeking a solution as close as possible to the field must be favoured. Specific problems concerning employees or local conflicts that in particular concern collective bargaining remain subject to local procedures for settling conflicts. Recourse beyond the local procedure can be considered only when the issue refers to a right or a standard that is established in this agreement and in the case where, despite seeking a solution at the local level, including amongst the social partners (local Management and unions set up and/or recognised according to local regulations and/or the other staff representatives if they exist), a difficulty in applying this agreement were to persist, then, according to the case:

- UNI Global Union can raise the issue with the Director of Social Affairs and the Group's Human Resources Director so that it can be resolved,

or

- the representatives of the Human Resources Department can raise the issue with UNI Global Union so that it can be resolved,

and this, before any external communication by one or the other of the signatories and of the parties concerned by the issue. The signatory shall strive to provide a response within three months. The monitoring commission will moreover be informed of these steps.

This difficulty then gives rise to an investigation, without delay and in an open and transparent manner, to collect the elements from the entity concerned by the dispute at the local level. If at the end of this investigation, it is proven that there are failures in complying with a right or a standard established in this agreement, the Group's Human Resources Department or UNI Global Union, according to the case, must ensure that measures to remedy this are taken.

At the request of one or the other of the parties and subject to a joint agreement on the appropriate nature of such an approach and its particulars, a presentation of the agreement and its content in the country where a conflicting situation is observed can be carried out.

If the issue is still not resolved, it may be brought before the monitoring commission, either during its annual meeting if the date is not too far into the future, or during an exceptional meeting.

In the event the parties cannot resolve a dispute concerning the application of this agreement after having discussed it during the meeting of the monitoring commission, the dispute can be submitted to a mediator.

Each one of the parties may request recourse to a mediator. It must submit the request in writing to the other party who will then have 60 days starting from receipt of the request to give a positive or negative answer to the request for mediation.

A request for mediation shall not be refused without a valid reason by one or the other of the parties.

In the event of an agreement on the principle of recourse to mediation, so that it can be conducted under the best possible conditions, the parties agree:

- to jointly define the particulars concerning it (objectives, schedule, cost, etc.);
- to jointly choose the mediator<sup>15</sup>.

Beyond the provisions defined herein above that apply, the parties agree -during the first two years of implementation of this agreement-, to discuss the process of settling disputes. The result which could be agreed in the framework of this discussion would then be formalised between them, possibly through an appendix to this agreement.

UNI Global Union acknowledges that this agreement does not endow any contractual right to third parties (including to its affiliates) or to any employee of BNP Paribas Group and that the agreement cannot harm the practices, commitments or agreements concluded with other unions present in BNP Paribas Group.

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<sup>15</sup> chosen from the list of mediators of the Court of Appeal of Paris

This agreement is governed by French law of obligations.

Signed in Paris, November 4, 2024

**For BNP PARIBAS**



**Sofia MERLO**  
Human Resources Director of the Group

**For UNI Global Union**



**Christy HOFFMAN**  
General Secretary

This agreement is concluded with the contribution:

- of the European Federation of Managers in the Banking Sector (FECEC);
- members of the Bureau of the Group's European Works Council;
- representative trade union organisations at the BNP Paribas Group level in France: CFDT (Confédération Française Démocratique du Travail) and CFE-CGC (Confédération Française de l'Encadrement-Confédération Générale des Cadres)