

CP-202 Equal Employment Opportunity

Date of Release: August 29, 2025

Supersedes Policy Dated: January 1999; January 2002; December 2005; October 2009; January 2013; September 2015; February 2016; July 2021

Geographic Scope: United States

Policy Owner: Head of NorAm HR- COEs

Point of Contact: Human Resources

Purpose: The purpose of this policy is to ensure equal opportunity in all aspects of employment regardless of race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, disability, veteran status, sexual orientation, gender identity, genetic information or any other basis protected by law.

Scope: All employees of the Company who are employed in the United States. This policy is subject to all terms and conditions of the Company Policy Manual.

Definitions: None.

Policy: Any employee who in any way harasses, discriminates, or retaliates against a fellow employee, customer, client employee, or any other person will be subject to constructive counseling, up to and including termination of employment. For details regarding the Company's Sexual and Other Prohibited Harassment Policy, see CP-201.

The Company strives to employ and to promote the best-qualified person for each job while valuing and promoting an inclusive workforce. In this spirit, it will comply with all applicable federal, state, and local laws regulating employment decisions including, but not limited to: advertising, recruiting, hiring, placement, promotion, accommodation, transfer, demotion, compensation, training, layoff or termination, participation in social and recreational functions, and use of employee facilities. The Company will not comply with any type of unlawfully discriminatory request or preference by anyone who restricts the opportunities of its workforce.

The Company will not use any protected characteristic as the grounds for:

- Failing or refusing to hire individuals;
- Terminating workers;
- Discriminating against employees with respect to compensation, terms, conditions, or privileges of employment;
- Limiting, segregating or classifying employees or applicants in any way that tends to deprive them of employment opportunities; and
- Limiting or restricting admission to any program providing apprenticeship or other training, including on-the-job training.

Equal Pay

The Company prohibits paying different wages to men and women, due to their sex, who are performing jobs involving equal work. Generally, the work of two employees is considered equal when both jobs require equal skill, effort, and responsibility and are performed under similar working conditions. This Policy also prohibits the reduction of employees' wages to comply with the law or retaliating against an employee for asserting rights under the law.

Disability, Pregnancy and Religious Discrimination And/or Accommodation

Disability:

The Company prohibits discrimination against an individual because of a disability in all conditions of employment. In addition, the Company will make reasonable accommodations to the known physical or mental limitations of an individual with a disability who is otherwise qualified for the job, unless making the accommodation poses an "undue hardship" for the Company or the individual poses a direct threat to the health or safety of themselves or others in the workplace.

Individuals who can perform the essential functions of a job with or without an accommodation are considered qualified and protected from employment discrimination under the law.

Requesting an Accommodation:

The Company has established a process to manage requests for reasonable accommodations (see Requests for Accommodation Process on Sodexo Net). This process ensures full consideration and documentation of requests through an interactive process between the employee, manager, and Human Resources as needed.

Key Points for Managers regarding Accommodations:

- The Company provides reasonable accommodations to individuals with disabilities unless doing so would pose an undue hardship for the Company.
- Managers must demonstrate a willingness to try to accommodate employees who have requested accommodations.

- Managers must follow the Company's Requests for Accommodation Process.
- Managers must complete and maintain records of all requested accommodations and ensure that the records are stored in a file that is separate from the personnel file.

Infectious Diseases:

Persons with infectious diseases (identified by federal, state, and local health agencies as being communicable through the handling of food) can be removed from their positions and/or transferred to other jobs if the danger to public health cannot be eliminated by some other reasonable accommodation.

Life Threatening Illnesses:

Federal and state laws mandate that most people with life- threatening illnesses are to be treated as other individuals with disabilities. This means that they may not be discriminated against on the basis of their disabilities and that, if it becomes necessary, reasonable accommodations must be provided to enable qualified individuals with disabilities, who can perform the essential functions of their jobs with or without an accommodation, to continue to work.

Pregnancy:

The Company prohibits discrimination against pregnant women for all employment-related purposes. The guiding principle of this policy is that "women affected by pregnancy and related conditions must be treated the same as other applicants and employees on the basis of their ability or inability to work." They also must be granted leave, health insurance coverage, and other fringe benefits on the same basis as other workers who are temporarily disabled for reasons unrelated to pregnancy. Requests for accommodation for pregnancy, childbirth or related medical conditions must be considered using the same process described above for employees with disabilities. Where federal, state, and local laws require additional protections for pregnant employees, the Company will comply with those laws.

This policy prohibits the Company and its managers from:

- Rejecting on the basis of pregnancy a job applicant who is able to perform the essential functions of the job;
- Using pregnancy or related conditions as the basis for terminating or refusing to hire or promote a woman;
- Using procedures to determine a pregnant worker's ability to work that are different from those used to determine the performance ability of other employees who have been on a temporary disability leave (for example, if a doctor's certificate is required of pregnant employees, one must be required of all temporarily disabled employees);
- Requiring a pregnant worker to take leave at an arbitrarily determined point in her pregnancy that is not based on her ability to perform essential job

functions; and/or

- Requiring an employee who has been on leave for a pregnancy-related problem to remain on leave until after childbirth or requiring an employee to remain on leave for a predetermined length of time after childbirth.

In addition, the policy requires the Company and its managers to:

- Provide women returning from a pregnancy-related leave with the same reinstatement rights, including seniority and retirement eligibility credits, that are provided to workers returning from leaves for other reasons, such as sickness or disability; and/or
- Treat pregnancy and pregnancy-related conditions the same as other causes of employee disability for its health insurance and other fringe benefits.
- Consider pregnancy-related accommodation requests using the same process described above for employees with disabilities.
- Comply with federal, state, and local laws providing additional protections for pregnant employees.

Religion:

The Company prohibits discrimination against an individual because of his/her religion in all conditions of employment. In addition, the Company will provide reasonable accommodations to the religious practices of employees unless such accommodations would result in undue hardship on the operation of the business. Examples of accommodations that may be reasonable include: granting leave, rotating work schedules, changing shift schedules, modifying uniform or dress code standards, or transferring the employee to another unit.

Although the Company does not have to bear excessive costs or deviate from a bona fide seniority system in making religious accommodations, it must demonstrate a good faith effort to accommodate the religious practices of employees.

Internal Complaints and Investigations

Complaint Procedure for Company Employees

Any employee who believes that he or she has been discriminated against or harassed in violation of this policy is urged to come forward to complain about the offending conduct. If an employee believes that he or she has been subjected to discrimination or harassment, whether by a manager, supervisor, co-worker, client employee, customer, vendor or any other person in the work environment, that employee should promptly file a complaint about it in any of the following ways:

- Follow the procedures described in the Promise of Respect and Fair Treatment (please refer to CP-205 for additional information);
- Notify the employee's supervisor or manager;
- Notify the employee's manager's manager; or

- Notify a Company Human Resources representative.

Investigation of Internal Complaints

After receiving notification of a complaint of discrimination or harassment, the appropriate Human Resources representative (or designee) will conduct a prompt and impartial investigation.

The investigation may include (but is not necessarily limited to) interviews with:

- The employee who made the complaint;
- The person or persons against whom the complaint was made;
- Other employees who may have witnessed the reported incident or incidents; and
- Any other person who may have knowledge relevant to the investigation.

The cooperation of all employees who are contacted by Human Resources (or designee) concerning a Company investigation, is required. Any other employee who has knowledge of the facts of a complaint is strongly encouraged to cooperate with an investigation. The Company may conduct an investigation in conjunction with the appropriate representative of the client or temporary agency in circumstances where either (i) a client or temporary employee has made a complaint against a Company employee or (ii) a Company employee has complained about a client or temporary employee.

If the Company determines after investigation that discriminatory conduct may have occurred, it will take effective and immediate action to remedy that conduct. Any employee who is found to have engaged in discriminatory conduct will be subject to appropriate constructive counseling, which may include termination of employment. The severity of the constructive counseling action will be based on the circumstances of the infraction.

The Company will strive to maintain the confidentiality of information revealed in the investigation as much as possible and release information arising out of a complaint or investigation only on a need-to-know basis. Employees should be aware, however, that certain information may have to be disclosed for an effective investigation to be conducted or as required by law.

Complaints by Employees of the Client or of a Temporary Agency

The Company has an ethical, if not legal, obligation to act appropriately and take action on complaints of discrimination or harassment when brought by a client employee or an employee of a temporary agency, whether the alleged harasser is an employee of the Company, a client employee, contractor, customer, or otherwise. Any such complaint by an employee of a client or a temporary agency should be reported to the representative of the client or temporary agency, respectively, as well as the appropriate Company Human Resources representative to ensure that the complaint is properly addressed.

External Complaints and Investigations

Complaint Procedure for External Complaints

The Company may receive formal notice from the Equal Employment Opportunity Commission or state or local deferring agency that investigates discrimination cases that a charge of discrimination has been filed against the Company or a Company employee. All such matters are time-sensitive and should be sent immediately to the Law Department, Labor and Employment group via the PeopleCenter and/or by overnight mail to:

Sodexo, Inc.
Law Department, Labor and Employment
915 Meeting Street, Suite 1500
North Bethesda, MD 20852

The Company's failure to respond to such notice may subject the Company to liability.

Investigation of External Complaints

All such external complaints, regardless of division or department, will be investigated by the Law Department's Senior EEO Representative (or designee). The cooperation of all employees who are contacted by the Law Department concerning a Company investigation is required. Any other employee who has knowledge of the facts of a complaint is strongly encouraged to cooperate with an investigation.

Retaliation Prohibited

It is against the law and a violation of Company policy to retaliate against an employee for:

- Making or filing an internal or external complaint of discrimination or harassment; or
- Cooperating in an investigation of a complaint. Examples of prohibited acts of retaliation against an employee for filing or threatening to file a charge of discrimination, or cooperating in an investigation, include:
 - Disciplining and/or discharging the employee;
 - Altering the terms and conditions of the employee's work environment (e.g., ostracizing, denying opportunities for advancement, or subjecting the employee to an involuntary transfer); and/or
 - Refusing to hire an individual solely because a reference check reveals that person may have filed a discrimination charge against a former employer.

There will be no retaliation against victims of or witnesses to discrimination or harassment or against anyone who cooperates in an investigation of

discrimination or harassment. The Company considers retaliation for the above reasons to be completely unacceptable. Anyone who engages in retaliation will be subject to constructive counseling, up to and including termination.

Employees who fail to comply with this policy may be subject to constructive counseling up to and including termination of employment.

Responsibilities:

Employee

Employees are required to be familiar with and comply with this policy. The Company expects employees to report any possible or actual violations of this policy in a timely manner to their manager or as otherwise provided in this policy.

Management

Managers are required to be familiar with and enforce this policy and to take appropriate action when violations of policy occur or are reported. It is also the responsibility of managers to ensure there are no retaliatory actions as a consequence of an employee reporting any possible violation of policy.

Human Resources

Human Resources representatives are responsible for being familiar with this policy in order to provide appropriate guidance and to take appropriate action when violations of policy are reported.

Legal

Law Department representatives are responsible for localizing this policy to align with local laws and practices. Any material changes to this policy must be pre-approved by the Sodexo Chief Compliance Officer.

Retention

Refer to Retention of Records Policy, CP-134 in the Company Policy Manual on Sodexo Net for all retention guidelines.

Interpretation:

The Head of HR NorAm-COEs, in consultation with the Law Department, retain the right to interpret, revise and/or amend this policy at any time, subject to CP-103 Policy on Policies.



Review Frequency: Approximately 2 years.

Revision Details: Policy updated to comply with current legal guidance

Company or Process Level Control(s): CLC-NC114 Grievance Mechanism for Reporting Suspected Violations, CLC-NC115 Fundamental Rights at Work, CLC-NC124 HR Policies and Procedure

Approved: Approved on August 15, 2025 by the Company Policy Committee



Date: The date when this policy is posted to the online Company Policy Manual and communicated to all business lines: **April 1, 2021**

Supersedes Policy Dated: January 1999; January 2002; October 2009; April 2013

Section: CP-200 HR: Employee Relations

Topic Title: Promise of Respect and Fair Treatment

Policy Owner: NorAm SVP HR Services

Purpose: The purpose of this policy is for the Company to provide employees a means to voice their concerns and obtain guidance from management and Human Resources. The Company is committed to treating all employees with respect and fairness.

Scope: All employees of the Company. This policy is subject to all terms and conditions of the Company Policy Manual.

Policy: The Company is committed to treating all employees with respect and fairness. To demonstrate Company commitment, it guarantees the right of every employee:

- To voice a complaint or concern;
- To be heard in an atmosphere of respect and cooperation;
- To have the complaint acknowledged by a member of management in a timely way;
- To have the complaint acknowledged by successively higher levels of management if the employee is not satisfied with the response or does not receive it in a reasonable time frame; and
- To have no fear of retaliation for presenting a complaint or concern.

CP 205

Voicing a Complaint or Concern

Employees are encouraged to follow these steps in a timely manner so the matter can be investigated and resolved promptly.

Step One - Contact Immediate Manager or Supervisor

- The employee should discuss the complaint or concern with his or her manager or supervisor as soon as possible.
- The manager or supervisor should investigate the situation and discuss the problem with others in the Company who might be able to help resolve the issue.
- The manager or supervisor should respond to the employee.
- If the employee is not satisfied with the response, the employee may proceed to Step Two.

Step Two - Contact Next Higher Level of Management

- The employee may submit a written complaint or concern to the next level of management.
- That manager should investigate the situation and respond to the employee.
- If the employee is not satisfied with the response, the employee may proceed to Step Three. (Frontline employees may request additional review under Step Two, escalating the complaint or concern to one management level above the site manager.)

Step Three - Contact Human Resources via the PeopleCenter

- The employee may submit the same complaint or concern to Human Resources via the PeopleCenter at 855 SodexoHR (855-763-3964) or humanresources-peoplecenter.Usa@sodexo.com. Canada employees may submit the same complaint or concern to their Human Resources representative.
- Human Resources will investigate the situation and will convey the Company's final position to the employee.

Administration of the Policy

This policy represents a fundamental commitment of the Company to its employees. For this reason:

- In incidents where management initiates either a constructive counseling or termination, management must ensure that the employee is aware of the Promise of Respect and Fair Treatment policy.
- Management must ensure that employees are aware of and fully understand:
 - The content and ramifications of this policy, and
 - The specific procedures to follow if they have a complaint or concern.
- Management and Human Resources must treat employees at all times with the respect and fair treatment they deserve.
- Management and Human Resources must encourage employees to voice their complaints and concerns.
- Management and Human Resources must ensure that employees understand that they will experience no retaliation if they do choose to present a complaint or concern.
- Management and Human Resources must investigate, discuss, and respond to any complaints within the specified time frame.

Employees and managers who fail to comply with this policy may be subject to constructive counseling up to and including termination of employment.

Responsibilities:

Employee: Employees are required to be familiar with and comply with this policy. The Company expects employees to report any possible violations of this policy to one's supervisor or as otherwise provided in this policy.

Management: Managers are required to be familiar with and enforce this policy, and to take appropriate action when violations of policy occur or are reported. It is also the responsibility of managers to ensure there are no retaliatory actions as a consequence of an employee reporting any possible violation of policy.

Human Resources: Human Resources representatives are responsible for being familiar with this policy in order to provide appropriate guidance and to take appropriate action when violations of policy are reported.

Interpretation: The NorAm SVP HR Services, in consultation with the Law Department, retains the right to interpret, revise and/or amend this policy at any time, subject to CP-103 Policy on Policies.



HR: Employee Relations

**CP-201 Sexual and Other
Prohibited Harassment**

Date: The date when this policy is posted to the online Company Policy Manual and communicated to all business lines: **July 6, 2021**

Supersedes

Policy Dated: January 1999; January 2002; December 2005; October 2009; January 2013; May 2019

Section: CP-200 HR: Employee Relations

Topic Title: Sexual and Other Prohibited Harassment

Policy Owner: NorAm SVP HR Services

Purpose: The purpose of this policy is to detail the Company's commitment to providing and maintaining a workplace that is free of sexual harassment or any other harassment based on a protected characteristic(s).

Scope: All employees of the Company that are employed in the United States. This policy is subject to all terms and conditions of the Company Policy Manual.

Policy: The Company strictly enforces a prohibition against sexual harassment or harassment based on a protected characteristic of any kind.

Any employee of the Company who engages in harassment (which is offensive, unwelcome, physical or verbal behavior or sexual conduct

CP 201

HR: Employee Relations

Page 1 of 9

Confidential and Proprietary to Sodexo

based on a protected characteristic) will be subject to constructive counseling, up to and including termination of employment.

This policy covers harassment by and/or of co-workers, supervisors, subordinates, customers, clients, client employees and vendors. In addition, it covers off-duty interactions between the employee and such individuals either in person, by telephone, through electronic communications, or through social media and/or at after-hours events such as, but not limited to, business meetings, happy hours, dinners, trainings, and during work-related travel.

Harassment may occur whether the person engaging in the offensive conduct intends to harass or not.

Definition of Sexual Harassment

Sexual harassment is any unwelcome sexual conduct, including, but not limited to:

- Sexual advances;
- Requests for sexual favors; or
- Other verbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an employee's work performance by creating an intimidating, hostile, humiliating, or sexually offensive working environment.

Sexual harassment also may occur when a manager or supervisor makes submission to sexual advances or granting of sexual favors, either explicitly or implicitly, a term or condition of employment or a basis for an employment decision.

Sexual harassment may be committed by either males or females and can be directed against persons of the opposite or same gender.

Examples of Sexual Harassment

While it is not possible to list all those circumstances that constitute sexual harassment, the following are some examples of the conduct, which, if unwelcome, may constitute sexual harassment (depending on all circumstances including the severity and frequency of the conduct):

- Sexual advances, whether they involve touching or not;
- Requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment;
- Any threat to an employee that refusing to submit to sexual advances would adversely affect their employment, evaluation, wages, advancement, assigned duties, shifts, career development or any other term or condition of employment;
- Sexual jokes;
- Use of sexual language, written or oral references to sexual conduct, gossip regarding one's sex life, comments on an individual's body, or comments about an individual's sexual activity, deficiencies, prowess, or sexual orientation or gender identity;
- Displaying, or transmitting electronically, sexually suggestive objects, pictures, or cartoons (please refer to CP 114-1, Electronic Communications, for more information);
- Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities, and
- Assault or coerced sexual acts.

Examples of Other Prohibited Harassment

The following are some examples of conduct that may constitute harassment (depending on all circumstances, including the severity and frequency of the conduct), and therefore, are also prohibited:

- Telling racial, ethnic, religious or off-color jokes, using slurs, or using any other communication or conduct that is negative or degrading to any employee, client, customer or vendor;
- Talking about co-workers, clients, customers or vendors using racial, ethnic, religious or other unprofessional terms;
- Making insulting, degrading, threatening or otherwise offensive or hostile comments, graffiti, posters, writings, gestures or actions;

- Starting or perpetuating rumors, false statements or gossip;
- Displaying, wearing, or transmitting inappropriate images, messages or communications, including through voicemail, email, text messages, instant messaging systems, or any form of social media containing ethnic, racial or religious slurs, sexual content, or anything that may be construed as harassment or disparagement of others; or
- Anything else that reasonably could be thought by another employee, client, customer or vendor as causing or contributing to an intimidating, uncomfortable, humiliating, hostile or offensive workplace.

Additional Responsibilities for Managers

Managers must abide by this policy. In addition, managers are expected to:

Train Employees

- Ensure that employees are aware of and understand this policy and their rights under it, including the procedures to follow if they have a concern;
- Distribute or ensure access to and discuss the Employee Handbook, particularly the harassment provisions; and
- Collect signed and dated Employee Handbook acknowledgement forms and place them in personnel files of all current and newly hired employees.

Provide guidance and assistance

- Take time to listen to employees (especially concerning reports of possible harassment).

Ensure a work environment free of harassment

- Treat every employee with respect and professional courtesy and model expected behavior;
- Monitor the work area for compliance with this policy (for example, ensure that the workplace is free of sexually provocative materials, including posters and sexual jokes);

- Encourage employees to speak up when they witness any behavior or conduct that may be considered harassment (for example, sexual comments, and/or racial, ethnic or religious jokes);
- Stop immediately any behavior or conduct that may be considered harassment; and
- Ensure that there is no retaliation against a person who reports harassment.

Display all required posters and distribute any state-required policies/forms

- All units must post required federal and state EEO policies in areas visible to all employees; and
- Be aware of specific state laws, such as policy/form distribution and/or training requirements regarding harassment compliance, that apply to units where the manager has oversight responsibility. These can be found on Sodexo LINK (keyword search: "harassment, discrimination").

Report possible harassment

If an employee reports harassment, or if there is a reason to believe that an employee is or has been subjected to harassment, immediately report the incident to:

- A Company Human Resources representative at the PeopleCenter by calling 855 SodexoHR (855 763 3964) or emailing HumanResources-PeopleCenter.USA@sodexo.com.

A manager's failure to report alleged instances of harassment may result in constructive counseling, up to and including termination of employment.

Internal Reports and Investigations

Report Procedure for Company Employees

Any victim of or witness to harassment is urged to come forward to report the offensive conduct. If an employee believes that they have been subjected to harassment, whether by a manager, a supervisor, a co-worker, a client employee, a customer, a vendor

or any other person in the work environment, that employee should promptly report it in any of the following ways:

- Follow the procedures described in the Promise of Respect and Fair Treatment (please refer to CP-205, Promise of Respect and Fair Treatment, for additional information);
- Notify the employee's supervisor or manager;
- Notify the employee's manager's manager;
- Notify a Company Human Resources representative at the PeopleCenter by calling 855 SodexoHR (855 763 3964) or emailing HumanResources-PeopleCenter.USA@sodexo.com.

Investigation of Internal Reports

After receiving notification of a report involving alleged harassing conduct, the appropriate Human Resources representative (or designee) will conduct a prompt and impartial investigation.

The investigation may include (but is not necessarily limited to) interviews with:

- The employee who made the report;
- The person or persons against whom the report was made;
- Other employees who may have witnessed the reported incident or incidents; and
- Any other person who may have knowledge relevant to the investigation.

The cooperation of all employees, who are contacted by Human Resources or designee concerning a Company investigation, is required. Any other employee who has knowledge of the facts of a report is strongly encouraged to cooperate with an investigation.

The Company may conduct an investigation in conjunction with the appropriate representative of the client or temporary agency in circumstances where either (i) a client or temporary employee has made a report against a Company employee or (ii) a Company employee has raised a concern about a client or temporary employee.

If the Company determines after investigation that harassing conduct may have occurred, it will take immediate action to remedy

CP 201

that conduct. Any employee who is found to have committed harassment will be subject to appropriate constructive counseling, which may include termination of employment. The severity of the constructive counseling action will be based on the circumstances of the infraction.

When the investigation is complete, the Human Resources representative or designee who conducted the investigation and/or the appropriate manager will report the results of the investigation to the employee who made the report and the employee or employees against whom the report was made. They also will inform those employees that measures will be taken to correct the situation, if such action is considered appropriate.

The Company will strive to maintain the confidentiality of information revealed in the investigation as much as possible and release information arising out of a report or investigation only on a need-to-know basis. Employees should be aware, however, that certain information may have to be disclosed for an effective investigation to be conducted.

Harassment Reports by Employees of the Client or of a Temporary Agency

The Company has an ethical, if not legal, obligation to act appropriately and take action on reports of harassment when brought by a client employee or an employee of a temporary agency, whether the alleged harasser is an employee of the Company, a client employee, contractor, customer, or otherwise. Any such report by an employee of a client or a temporary agency should be reported to the representative of the client or temporary agency, respectively, as well as the appropriate Company Human Resources representative to ensure that the report is properly addressed.

External Reports and Investigations

Report Procedure for External Complaints

The Company may receive formal notice from the Equal Employment Opportunity Commission or state or local deferring agency that investigates harassment cases that a charge of discrimination has been filed against the Company or a Company employee. All such matters are time-sensitive and should be sent

CP 201

immediately to the Law Department, Labor and Employment group via facsimile and/or overnight mail to:

Sodexo, Inc.
Law Department, Labor and Employment
9801 Washingtonian Boulevard
Gaithersburg, MD 20878
Facsimile: 301-576-8422

The Company's failure to respond to such notice may subject the Company to liability.

Investigation of External Complaints

All such external complaints, regardless of division or department, will be investigated by the Law Department's Senior EEO Representatives (or designee). The cooperation of all employees who are contacted by the Law Department concerning a Company investigation is required. Any other employee who has knowledge of the facts of a complaint is strongly encouraged to cooperate with an investigation.

Retaliation Prohibited

It is against the law and a violation of Company policy to retaliate against an employee for:

- Making or filing an internal or external complaint of harassment; or
- Cooperating in an investigation of a complaint.

Examples of prohibited acts of retaliation against an employee for filing or threatening to file a charge of alleged harassment include, but are not limited to:

- Disciplining and/or discharging an employee;
- Altering the terms and conditions of an employee's work environment (e.g., ostracizing, denying opportunities for advancement, or subjecting the employee to an involuntary transfer); and/or
- Refusing to hire an individual solely because a reference check reveals that the person may have filed a discrimination charge

against a former employer.

There will be no retaliation against victims of or witnesses to alleged harassment or against anyone who cooperates in an investigation involving allegations of harassment. The Company considers retaliation for the above reasons to be completely unacceptable. Anyone who engages in retaliation will be subject to constructive counseling, up to and including termination.

Responsibilities:

Employee: Employees are required to be familiar with this policy. The Company expects employees to report any possible violation of this policy to one's supervisor or as otherwise provided in this policy.

Management: Managers are required to be familiar with and enforce this policy, and to take appropriate action when violations of policy occur or are reported. It is also the responsibility of Managers to ensure there are no retaliatory actions as a consequence of an employee reporting any possible violation of policy.

Human Resources: Human Resources representatives are responsible for being familiar with this policy in order to provide appropriate guidance and to take appropriate action when violations of policy are reported.

Interpretation: NorAm SVP HR Services, in consultation with the Law Department, retains the right to interpret, revise or amend this policy at any time, subject to CP-103, Policy on Policies. This policy is subject to review and approval by the Ethics and Compliance Committee

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with job-protected leave for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take up to 12 workweeks of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is not paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if all of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if one of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you must:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You do not have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You must also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your employer may request certification from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer must:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer cannot interfere with your FMLA rights or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer must confirm whether you are eligible or not eligible for FMLA leave. If your employer determines that you are eligible, your employer must notify you in writing:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dot.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. Scan the QR code to learn about our WHD complaint process.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

I recognize that disputes may arise between me and Sodexo, Inc. or any parent, subsidiary or affiliate of Sodexo (collectively, "Sodexo"), during or following my employment with Sodexo, and that those differences may or may not be related to my employment. I understand and agree that by entering into this Mutual Agreement to Arbitrate Claims (this "Agreement"), I anticipate gaining the benefits of a speedy, less-formal, impartial, final and binding dispute-resolution procedure.

Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act is inapplicable, the arbitration law of the state in which I work or last worked for Sodexo shall apply.

Claims Covered by the Agreement

Sodexo and I mutually consent to the resolution by arbitration of all claims or controversies ("claims"), past, present or future, whether or not arising out of my employment (or its termination), that Sodexo may have against me or that I (and no other party) may have against any of the following: (1) Sodexo, (2) its officers, directors, employees or agents in their capacity as such or otherwise, (3) Sodexo's parent, subsidiary and affiliated entities, (4) Sodexo's benefits plans or the plans' sponsors, fiduciaries, administrators, affiliates and agents, and/or (5) all successors and assigns of any of them.

The only claims that are arbitrable are those that are justiciable under applicable federal, state or local law. Arbitrable claims include, but are not limited to: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for retaliation or discrimination (including, but not limited to, race, national origin, religion, sex, sexual orientation, gender identity, marital status, age, physical or mental disability or handicap, or medical condition); claims for benefits (except as provided below); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance (except as provided below).

Claims Not Covered by the Agreement

Sodexo and I agree that neither of us shall initiate or prosecute any lawsuit or administrative action in any way related to any claim covered by this Agreement, except that this Agreement does not prohibit the filing of or pursuit of relief through the following: (1) a court action for temporary equitable relief in aid of arbitration, where such an action is otherwise available by law, (2) an administrative charge to any federal, state or local equal opportunity or fair employment practices agency, (3) an administrative charge to the National Labor Relations Board, or (4) any other charge filed with or communication to a federal, state or local government office, official or agency (for numbers (2) through (4) collectively, "a government complaint").

The following claims are not covered by this Agreement: claims for workers' compensation or unemployment compensation benefits; claims that as a matter of law cannot be subject to arbitration; claims covered by (and defined in) the Franken Amendment, first enacted in Section 8116 of the Defense Appropriations Act of 2010, or any similar statute, regulation or executive order (including but not limited to Executive Order 13673), to the extent that any such statute, regulation or executive order is effective and applicable; and claims under an employee benefit or pension plan that specifies a different arbitration procedure.

To the maximum extent permitted by law, I hereby waive any right to bring on behalf of persons other than myself, or to otherwise participate with other persons in, any class or collective action.

This Agreement does not cover any dispute in which both (i) I am represented by an attorney, and (ii) an attorney has asserted a claim on my behalf at the time this Agreement is made.

Time Limits for Commencing Arbitration and Required Notice of All Claims

Sodexo and I agree that the aggrieved party must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be deemed waived. The filing of a government complaint shall not extend the statute of limitations for presenting any claim to arbitration. I understand that the aggrieved party is encouraged to give written notice of any claim as soon as possible after the event or events in dispute so that arbitration of any differences may take place promptly.

Written notice to Sodexo, or its officers, directors, employees or agents, shall be sent to Sodexo's General Counsel at Sodexo's then-current headquarters address, which today is 9801 Washingtonian Boulevard, Gaithersburg, MD, 20878. I will be given written notice at the last address recorded in Sodexo's payroll system.

The written notice shall identify and describe the nature of all claims asserted, the facts upon which such claims are based, and the relief or remedy sought. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

Representation

Any party may be represented by an attorney or other representative selected by the party.

Discovery

Each party shall have the right to take depositions of three fact witnesses and any expert witness designated by another party. Each party also shall have the right to make requests for production of documents to any party and to subpoena documents from third parties to the extent allowed by law. Requests for additional depositions or discovery may be made to the Arbitrator selected pursuant to this Agreement. The Arbitrator may grant such additional discovery if the Arbitrator finds that the party has demonstrated that it needs that discovery to adequately arbitrate the claim, taking into account the parties' mutual desire to have a speedy, less-formal, cost-effective dispute-resolution mechanism.

Designation of Witnesses

At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration. No party shall designate more than two expert witnesses in any case unless the Arbitrator selected pursuant to this Agreement authorizes a party to do so, and then only if the Arbitrator finds that the party has demonstrated that it needs the additional expert(s) to adequately arbitrate the claim.

Subpoenas

Each party shall have the right to subpoena witnesses and documents to the extent allowed by law, subject to any limitations the Arbitrator shall impose for good cause shown.

Place of Arbitration

The arbitration shall take place in the county (or comparable governmental unit) in which I am or was last employed by Sodexo, and no dispute affecting my rights or responsibilities shall be adjudicated in any other venue or forum.

Arbitration Procedures

The arbitration will be held under the auspices of the professional arbitration firms American Arbitration Association or JAMS (or any successor of either of them) (the "Arbitration Administrator"). The party that did not initiate the claim shall designate the Arbitration Administrator. Regardless of which organization is designated to be the Arbitration Administrator, the arbitration shall be held in accordance with the JAMS Employment Arbitration Rules & Procedures (and no other rules), which are currently available at

<http://www.jamsadr.com/rules-employment-arbitration>. I understand that Sodexo will supply me with a printed copy of those rules upon my request. The Arbitrator shall be either a retired judge, or an attorney who is experienced in employment law or, if the claim is not based on employment, the law pertinent to the nature of the primary claim and licensed to practice law in the state in which the arbitration is convened, selected pursuant to JAMS rules or by mutual agreement of the parties.

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The Federal Rules of Evidence shall apply. The arbitration shall be final and binding upon the parties, except as provided in this Agreement.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems advisable. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Either party, at its expense in the first instance, may arrange and pay for a court reporter to provide a stenographic record of proceedings.

Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

Either party upon its request shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

The Arbitrator shall render an award and written opinion in the form typically rendered in labor arbitrations, normally no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later. The opinion shall include the factual and legal basis for the award.

Arbitration Fees and Costs

Sodexo will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if I am the party initiating the claim, I will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which I am (or was last) employed by Sodexo. Each party shall pay in the first instance its own litigation costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and litigation costs, or if there is a written agreement providing for attorneys' fees and/or litigation costs, the Arbitrator shall rule upon a motion for attorneys' fees and/or litigation costs under the same standards a court would apply under the law applicable to the claim(s) at issue.

Reconsideration and Review

Either party shall have the right, within twenty (20) days of issuance of the Arbitrator's decision, to file with the Arbitrator (and the Arbitrator shall have jurisdiction to consider and rule upon) a motion to reconsider (accompanied by a supporting brief), and the other party shall have twenty (20) days from the date of the motion to respond. The Arbitrator thereupon shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by law) shall then be final and conclusive upon the parties.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

Interstate Commerce

I understand and agree that Sodexo is engaged in transactions involving interstate commerce and that my employment is related to that interstate commerce.

Survival of Agreement

This Agreement to arbitrate shall survive the termination of my employment and the expiration of any benefit plan.

Sole and Entire Agreement

This is the complete agreement between the parties on the subject hereof; provided, however, that if this Agreement for any reason is held to be unenforceable, then any prior arbitration agreement between Sodexo and me shall survive. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

Construction and Severability

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. All other provisions shall remain in full force and effect based on the parties' mutual intent to create a binding agreement to arbitrate their disputes.

Consideration and Manifestation of Assent

The promises by Sodexo and by me to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other. Sodexo has manifested its agreement to be bound by presenting this Agreement to me. I manifest my agreement to be bound by accepting employment with Sodexo.

Voluntary Agreement

I have carefully read this Agreement; I understand its terms; all understandings and agreements between the company and me relating to the subjects covered in the Agreement are contained in it; and I enter into the Agreement voluntarily and not in reliance on any promises or representations by the company other than those contained in this Agreement.

I understand that I am giving up my right to a jury trial.

I have been given the opportunity to discuss this Agreement with my attorney and have availed myself of that opportunity to the extent I wished to do so.

(Signature)

(Date)

(Printed Name)



Date: The date when this policy is posted to the online Company Policy Manual and communicated to all business lines: **July 6, 2021**

Supersedes

Policy Dated: January 1999; January 2002; October 2009; May 2016

Section: CP-200 HR: Employee Relations

Topic Title: Drug and Alcohol Use

Policy Owner: NorAm SVP HR Services

Purpose: The purpose of this policy is to implement the Company's commitment to maintaining a safe workplace free from the influence of alcohol and drugs. In addition, the Company will comply with all applicable laws, including but not limited to, the Drug-Free Workplace Act of 1988.

Scope: All employees of the Company in the United States. This policy is subject to all terms and conditions of the Company Policy Manual.

Policy: Employees who use illegal drugs or abuse other unauthorized controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism, resulting in the potential for increased cost, delay, and risk in the Company's business. For all these reasons, the Company will not tolerate any drug or alcohol use, which imperils the health and well-being of its employees or threatens its business.

A controlled substance is a drug or chemical substance that has some potential for abuse or dependence and is regulated under federal law. Unauthorized use / possession of a controlled substance means the person who uses it or is in possession of the controlled substance does not have a valid medical prescription for such use / possession. Under federal law, marijuana is an illegal controlled substance with no currently accepted medical use. Accordingly, the Company's prohibitions, described more fully below, include a prohibition on the use / possession of marijuana at all of its locations in the United States.

The Company prohibits the following:

- Unauthorized use, consumption, possession, manufacture, distribution, dispensation, sale or attempted sale of an unauthorized controlled substance or drugs and drug paraphernalia on Company / client premises, in Company / client-supplied vehicles, or during working hours;
- Unauthorized use, consumption, manufacture, distribution, dispensation, possession, sale, or attempted sale of alcohol on Company / client premises, in Company / client-supplied vehicles, during working hours and / or at the end of a client catering event or on Company / client premises at the end of a work day;
 - The sole exception is that alcohol consumption is permitted by employees who are guests at Company / client-sponsored events, and, in those instances, conduct must remain professional.
- Storing in lockers, desks, automobiles, or other repositories on Company / client premises any illegal drug, drug paraphernalia, any unauthorized controlled substance, or any alcohol;
- Being under the influence of an unauthorized controlled substance, illegal drug, or alcohol on Company/client premises, in Company / client-supplied vehicles, or during working hours;
 - The sole exception is that alcohol consumption is permitted by employees who are guests at Company /

client-sponsored events, and, in those instances, conduct must remain professional.

- Use of unauthorized controlled substances, illegal drugs or alcohol off Company / client premises that adversely affects the employee's work performance, or endangers the individual's own or others' safety at work;
- Refusing to submit to a search / inspection when requested by management (all searches / inspections must be conducted in accordance with policy CP-211 Right to Search located in the Company Policy Manual on Sodexo Net);
- Being convicted of a felony, under any criminal drug statute, which reflects on the employee's fitness for employment;
- Being convicted, under any criminal drug statute, for a violation occurring in the workplace; and
- Failing to notify the Company of any arrest or conviction, under any criminal drug statute, within five (5) days of the arrest or conviction.

Prescribed Drugs

If an employee's doctor prescribes a drug for the employee, the employee must ask their doctor whether use of that drug will affect the employee's ability to work safely and effectively. If the employee's doctor advises that the prescribed drug may adversely affect the employee's ability to work safely and effectively, the employee must inform their manager or Human Resources representative of the situation so an accommodation can be made, as appropriate.

Consequences for Violation of this Policy

Compliance with the Company's substance use policy is a condition of employment. Failure or refusal of an employee to cooperate fully with the Company's Drug and Alcohol Use policies will be grounds for discipline, up to and including, termination of employment.

Drug-Free Awareness

The Company promotes ongoing educational efforts to prevent and eliminate drug and alcohol abuse that may affect the workplace. This includes:

- The dangers of alcohol and drug abuse in the workplace;
- The availability of treatment and counseling for employees who voluntarily seek assistance for drug and / or alcohol use;
- The Company's Drug and Alcohol Use policy; and
- The sanctions the Company will impose for violations of its Drug and Alcohol Use policy.

Help For Drug / Alcohol Abuse

Assistance for Employees Who Voluntarily Seek Help - Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and return to work, and for reduced personal, family, and social disruption. The Company encourages the earliest possible diagnosis of drug or alcohol problems and supports sound treatment efforts.

Whenever feasible, the Company will assist employees in overcoming drug or alcohol abuse; however, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility.

The Company encourages employees with drug or alcohol problems to get counseling and may require employees to seek assistance through our Employee Assistance Program. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance.

While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent constructive counseling for violation

of the Company's Drug and Alcohol Use policy and / or excuse any performance issues or misconduct.

Drug and Alcohol Testing

The Company reserves the right to require that any employee be free of alcohol, unauthorized controlled substances, and illegal drugs. At present, pre-employment testing is conducted based on a client's request and /or legal requirements, and with approval from the District Manager / Client Executive or above and Human Resources Business Partner. Where pre-employment testing is conducted, any offer of employment is conditional upon the passing of a blood and / or urine test for drugs. Any applicant who fails to pass the pre-employment drug test will be rejected, and will not be eligible for employment with the Company for twelve (12) months after the failed pre-employment drug test.

In addition, where permitted by law, the Company reserves the right to require drug and / or alcohol testing of any current employee. Drug and / or alcohol testing may only be conducted with the approval of the District Manager / Client Executive or above and Human Resources Business Partner. Any employee who refuses to submit to a test or who tests positive for drug and / or alcohol use will be subject to constructive counseling, up to and including, termination of employment.

Before engaging in any constructive counseling, the Company will give an employee who tests positive the opportunity to explain the results.

Employees who fail to comply with this policy may be subject to constructive counseling up to and including termination of employment.

Responsibilities:

Employee: Employees are required to be familiar with and comply with this policy. The Company expects employees to report any possible violations of this policy to one's supervisor or as otherwise provided in this policy.

Management: Managers are required to be familiar with and enforce this policy, and to take appropriate action when violations of policy occur or are reported. It is also the responsibility of Managers to ensure there are no retaliatory actions as a consequence of an employee reporting any possible violation of policy.

Human Resources: Human Resources representatives are responsible for being familiar with this policy in order to provide appropriate guidance and to take appropriate action when violations of policy are reported.

Interpretation: NorAm SVP HR Services, in consultation with the Law Department, retains the right to interpret, revise or amend this policy at any time, subject to CP-103, Policy on Policies.