



Supplier and Contractor Code of Conduct

Adopted by a resolution of the Management
Board of ECHO Investment S.A.
dated 31 December 2024.

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1. Introduction

We understand the challenge of creating sustainable cities—spaces that respond to the diverse needs of residents as well as nature. The construction industry plays an important role in the transformation of cities. Creating places that bring communities together, are safe, open, and inclusive, while at the same time reducing negative environmental impact, is a demanding task that requires broad cooperation. A key group essential to achieving this is our Contractors and Suppliers.

This Code applies exclusively to those Contractors or Suppliers who have been identified by the Company as part of the annual supply chain analysis. The purpose of the supply chain analysis is to assess the ability of the entities under review to meet minimum safeguards.

By entering into business relationships with us, the Supplier or Contractor undertakes to comply with the provisions of this Code, monitor compliance with it, and

carry out appropriate audits. The Supplier or Contractor is also responsible for ensuring that all its employees, subcontractors, and any third parties engaged on its behalf in the delivery of goods or provision of services to the Company act in accordance with the provisions of this Code.

Confirmation of having read, understood, and agreed to comply with this Code is a condition for establishing cooperation with the Company. Such confirmation constitutes an additional contractual obligation, supplementing any other agreements or terms of cooperation between the Company and the Supplier or Contractor.

This Code has been developed and implemented by Echo Investment S.A. (hereinafter: Echo or the Company) for Echo and its group companies.

2. Purpose

The Code sets out the standards on which business relationships between the Company and entities within its supply chain are based. Through this Code, we aim to:

- reduce negative environmental impact by implementing low-emission technologies, solutions enabling more efficient use of resources, protecting biodiversity, and preventing pollution,
- prevent violations of human rights,
- enhance employee safety and well-being,
- strengthen social capital by preventing discrimination and promoting equality and diversity,
- promote business ethics, prevent corruption-related practices, and foster fair and partnership-based business relations,
- reinforce a culture of dialogue and transparent communication.

3. Definitions

Supplier — a natural or legal person supplying a product or service used by the Company in the development of its own products or services.

This definition applies solely to the Suppliers identified in the results of the annual supply chain analysis.

Code — this Supplier and Contractor Code of Conduct. **Supply Chain** — the full range of activities or processes carried out by upstream entities relative to the Company that provide products or services used in the development and production of the Company's own products or services. It includes upstream entities with which the Company has direct relationships (often referred to as first-tier Suppliers or Contractors), as well as entities with which the Company has indirect business relationships.

Value Chain — the full range of activities, resources, and relationships associated with the Company's business model and the external environment in which it operates. The Value Chain includes the activities, resources, and relationships the Company uses and relies on to create its products or services from conception through delivery, consumption, and end-of-life.

Employee — a person employed by an entity under an employment contract or performing regular activities for that entity under other agreements (e.g. specific task contracts, mandate contracts, or similar arrangements). Whenever capitalised, Employee refers to an employee of the Company; when written in lowercase, employee refers to an employee of a Contractor or Supplier.

Contractor — a natural or legal person performing specific tasks or services in the area of design, construction works, or related services for the Company in connection with the development of the Company's own products or services. This definition applies solely to the Contractors identified in the results of the annual supply chain analysis.

4. Our standards

Due Diligence

If, as a result of the due diligence process, the Company identifies an actual or potential adverse impact caused by the Contractor or Supplier, the Company expects that the Contractor or Supplier, in cooperation with the Company:

- implements a plan to prevent the occurrence of such adverse impact or to mitigate its effects, and reports on progress in the implementation of each such plan,
- where justified, informs the Company of the methods of communication with relevant stakeholders in connection with the implementation of the above-mentioned plans and presents the results of the stakeholder dialogue process.

For the Planet



In order to achieve the objectives set out in the ESG Strategy, the Company will give preference to the Contractors or Suppliers that have implemented higher environmental and social standards. At the same time, each Contractor or Supplier is required to comply with all applicable environmental protection laws and

regulations, as well as to obtain and maintain all permits necessary for the proper fulfilment of its contractual obligations towards the Company.

We expect our Contractors or Suppliers to ensure that their activities, products, and services:

- reduce carbon footprint or contribute to its reduction,
- support the optimization of raw material use, progressively increase, where possible, the share of recycled content, and facilitate product handling in accordance with the waste hierarchy,
- are produced with reduced water consumption or contribute to its reduction,
- reduce the generation of pollution,
- at a minimum, do not cause harm to biodiversity.

Preferred status will also be given to the Contractors or Suppliers that have implemented an environmental management system covering all or part of their operations.

Where reference is made to the environmental impact or environmental aspects of a product, service, or activity, the Contractor or Supplier shall be required to provide appropriate certificates confirming such environmental impact or environmental aspects, issued by an independent verifier and based on the latest scientific knowledge.



Human Rights

The Contractor or Supplier undertakes to respect human rights as defined in the International Bill of Human Rights. This applies in particular to relations with employees, suppliers, and local communities.

The Contractor or Supplier does not use child labor. Child labor is defined as the employment of persons under the age of 15, or below the minimum age for employment or compulsory schooling as defined by applicable local laws, whichever is higher.

The Contractor or Supplier does not use slavery, forced labor, debt bondage, or any other form of involuntary labor. The use of psychological or physical coercion, slavery, and human trafficking is strictly prohibited. The Contractors or Suppliers are required to take measures to protect migrant workers, ensure equal treatment, and eliminate any risk of exploitation, including, in particular, restrictions on their freedom of movement. The Contractor or Supplier is required to ensure that employees do not bear recruitment fees, deposits, or any other costs related to obtaining, maintaining, or terminating employment, regardless of whether such costs are charged by recruitment agencies or other entities.

Working Conditions

All employees of the Contractor or Supplier, regardless of the form or duration of employment, must receive clear and understandable employment documentation. Such documents are signed voluntarily, and their provisions comply with applicable laws and regulations.

Working time shall not exceed 48 hours per week, except for exceptions permitted under applicable labor laws.

The Contractor or Supplier is required to ensure that employees receive fair remuneration for their work, including compliance with applicable national laws on minimum wage and social security. Working time, including the limits on overtime hours as well as the method of their calculation and payment, shall comply with applicable labor laws in the relevant country.

Freedom of Association and Freedom of Expression

The Contractor or Supplier does not interfere with the right of employees to freedom of association, to form or join trade unions, and to engage in collective bargaining through trade unions.

Employees are given the opportunity to freely express their views on matters related to the company's policies and plans.

Occupational Health and Safety (OHS)

In order to prevent accidents and workplace incidents, the Contractor or Supplier shall ensure safe working conditions for employees, including the provision of personal protective equipment appropriate to the nature of their duties, adequate workplace equipment, as well as job-specific and periodic training.

Employees shall always have the right to refuse to perform work if working conditions pose a risk to their safety or health. The Contractor or Supplier shall provide employees with the opportunity to report unsafe situations and shall actively communicate and promote this possibility.

Respect and Equal Treatment in the Workplace

The Contractor or Supplier shall prevent all forms of discrimination throughout the entire employment relationship (from the recruitment process through to the termination of the contract).

Bullying, harassment, and any other forms of violation of employees' dignity and integrity are prohibited.

Every employee is provided with equal access to development, promotion, and remuneration based on their competencies and the quality of their work.

For Stakeholders



Legal Compliance

The Contractor or Supplier is required to comply with the laws applicable in each country in which it conducts its business activities, as well as with relevant international laws, standards, and regulations applicable to its operations, including the International Bill of Human Rights and the conventions of the International Labour Organization.

Competition Law Compliance

The Contractor or Supplier undertakes to conduct its business in accordance with the principles of free and fair competition and to comply with all applicable competition law and antitrust regulations.

Anti-Corruption

Engaging in or tolerating any form of corruption in the business activities of the Contractor or Supplier is prohibited. Detailed requirements concerning anti-corruption are set out in the Anti-Corruption Code.

In addition, the Contractor or Supplier shall have in place appropriate procedures to minimise the risk of corruption-related incidents.

Conflict of Interest

The Contractor or Supplier shall conduct its activities free from any conflicts of interest. A conflict of interest is defined as a set of circumstances that may create a conflict between an employee's professional duties and their private interests, where such private interests, by their nature and intensity, may reasonably be considered as influencing, or capable of influencing, the independence and impartiality in the performance of professional duties.

In the event of an actual or potential conflict of interest between an employee of the Contractor or Supplier and the Company or its Employees, the employee is required to disclose the conflict of interest prior to the commencement of a tender procedure or any other form of business relationship, in accordance with the reporting procedure set out in this Code of Conduct.

Protection of Trade Secrets, Data, and Intellectual Property

Any information obtained by the Contractor or Supplier in connection with the performance of a commercial agreement shall be treated as a trade secret, unless otherwise required by applicable law.

Data may be collected, stored, and processed solely for the purposes of activities carried out in connection with the performance of the agreement. The Contractor or Supplier is required to implement appropriate measures to protect any data provided by the Company.

Any incidents involving data breaches, theft, or improper processing of data must be reported immediately to the

Company and, where appropriate, to relevant public authorities.

The Contractor or Supplier is required to respect intellectual property rights in accordance with copyright law, including the use of legally acquired licensed software, technologies, and tools.

Supplier Relations

The Contractor or Supplier conducts its business in a partnership-oriented manner and does not use its position to force more favorable commercial terms. Financial obligations arising from commercial agreements are settled within the time limits specified therein.

The Contractor or Supplier undertakes to ensure that its subcontractors are familiar with the provisions of this Code and comply with them.

Relations with Local Communities

The Contractor or Supplier conducts its business in a manner that respects local communities and takes into account its impact on the social and natural environment in which it operates. The Contractor or Supplier seeks to prevent and minimise any adverse impacts of its activities on local communities and supports open and transparent dialogue with relevant stakeholders.

Reporting Irregularities

The Contractor shall have the possibility to report any irregularities via a form available on the Company's website.

5. Reporting

For the purposes of due diligence processes or sustainability reporting, the Company may require the Contractor or Supplier to provide data, which the Contractor or Supplier shall make available upon the Company's request. Such data may relate both to Contractor's or Supplier's own operations and to data within its Value Chain.

The data may include, in particular: greenhouse gas emissions, resource use and circular economy practices, human rights protection, including labor rights, health and safety, incidents, including violations of human and labor rights, as well as corruption-related incidents.

The scope of reporting shall be adapted to the nature and capabilities of the respective business.

For its own audit purposes, the Company may request the Contractor or Supplier to provide supporting documentation confirming the accuracy of the data submitted for the purposes of this Code. The scope, format, and deadline for submission of such documentation shall be agreed with the Contractor or Supplier on a case-by-case basis. Data shall be provided electronically.

The Contractor or Supplier shall not be required to report or disclose any information constituting a trade secret of its business.

Any non-compliance with the provisions of this Code identified through data verification may result in changes to the scope or other terms of the agreement, including exclusion of the Contractor or Supplier from future tendering procedures.



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