



SUPPLIER CODE OF CONDUCT

I. INTRODUCTORY PROVISIONS

Abilia Ltd. Rovinj is one of the leading Croatian real estate management companies. It operates as part of the Adris Group. It was founded in 2006 and specializes in managing investment projects, procurement, and the real estate portfolio of Adris as a whole. This Code applies to the Abilia Ltd. Rovinj.

1. SUBJECT OF THE CODE

This Supplier Code of Conduct (hereinafter referred to as the "Code") establishes the fundamental principles and rules of conduct for all suppliers of goods and services to the Company (hereinafter referred to as "Suppliers") and serves as a foundation for the joint and effective implementation of these principles. It reflects our core values and is aligned with internationally recognized standards in the areas of human rights, labor practices, environmental protection, and business ethics. As such, it represents a standard that we expect all our Suppliers to fully adopt and apply.

Certain issues or areas related to the principles and rules of conduct set forth in this Code are further regulated by other Company acts (policies, regulations, procedures, or other acts).

2. APPLICATION OF THE CODE

We expect all our Suppliers, including their subcontractors, contractors, and sub-suppliers, to strictly adhere to the principles and rules described in this Code. All Suppliers are required to implement these standards in their operations and ensure that they apply to all their suppliers and subcontractors.

The provisions of this Code are binding on all Company Suppliers and apply to all business relationships between Suppliers and the Company.

For the avoidance of doubt, compliance with the requirements of the Code does not release the Supplier from fulfilling any additional requirements that may arise from applicable laws and regulations to which the Supplier is subject.

This Code is an integral part of contracts concluded with Suppliers and will be attached to the contract, or each Supplier will be provided with a link to the Code, mentioned in the contract.

Suppliers are obliged to ensure that the requirements and principles of this Code are communicated to their subcontractors, contractors, and/or sub-suppliers who participate in any way in providing services to the Company. These principles should apply throughout the entire supply chain of goods and/or services. The Supplier is obliged to provide the Company with a list of all subcontractors and, upon the Company's request, report on their compliance with the Code.

II. PRINCIPLES AND RULES OF CONDUCT

1. BUSINESS CONDUCT AND ETHICAL STANDARDS

The Company is committed to the highest standards of business ethics and integrity. We expect our suppliers to share this commitment and conduct business in accordance with the highest ethical standards.

Key aspects of ethical business conduct that we expect from our suppliers include:

1.1. Compliance with laws and regulations

Suppliers must operate in full compliance with all applicable local, national, and international laws and regulations. This includes, but is not limited to, compliance with regulations that ensure workers' rights, respect for human and children's rights, safety, and environmental protection.

1.2. Integrity and business ethics

Business integrity is the foundation of our relationships with suppliers. We require all our suppliers to adhere to the highest ethical standards, which include:

- **Fair competition:** Suppliers must act in accordance with fair competition principles and ensure that their business practices do not create conflicts of interest or undermine the free market in any way.
- **Avoiding conflicts of interest:** Suppliers should carefully manage situations that may lead to conflicts of interest and ensure that personal or business relationships do not influence their decisions or actions.

1.3. Prevention of corruption and money laundering

The Company has zero tolerance for corruption and bribery in any form. Supplier obligations include:

- **Anti-corruption:** Suppliers must avoid any form of corruption and bribery and actively work to prevent such activities. Suppliers are expected to carefully manage donations, gifts, and other business interactions that may lead to conflicts of interest or improper influence on decisions.
- **Prevention of money laundering and terrorist financing:** Suppliers must take all necessary measures to prevent money laundering and the financing of terrorism in their operations. This includes implementing appropriate procedures for verifying clients and business partners and monitoring suspicious transactions.

1.4. Protection of Confidential Information and Privacy

Suppliers are obliged to comply with all applicable laws and regulations regarding data protection, including the protection of personal data in accordance with the General Data Protection Regulation (GDPR). Suppliers are responsible for safeguarding the confidentiality of all information they acquire during business activities. This information must be protected from unauthorized access, disclosure, or destruction.



2. PROTECTION OF HUMAN RIGHTS AND WORKERS' RIGHTS

Suppliers commit to respecting fundamental human rights, including but not limited to the protection of life, health, dignity, privacy, and the prohibition of discrimination. Suppliers also commit to ensuring equal opportunities and working conditions for all workers, promoting cultural diversity, providing equal opportunities in the workplace, and taking effective measures to address violations of fundamental human rights of any kind.

2.1. Freedom of association and the right to collective bargaining

Suppliers commit to respecting workers' rights to freedom of association or non-association, collective bargaining, and peaceful assembly, including the right of workers not to participate in such activities in accordance with applicable laws and regulations. Workers who exercise or do not exercise these rights must not be subjected to any form of intimidation, harassment, or retaliation.

2.2. Protection of children's rights and prohibition of child labor

Suppliers commit to respecting all applicable laws and regulations as well as international conventions related to the protection of children's rights, including but not limited to the ILO Convention 138 on Minimum Age of Employment, ILO Convention 182 on the Worst Forms of Child Labor, UN Convention on the Rights of the Child and UNICEF's Children's Rights and Business Principles, which protect the civil, political, economic, social, and cultural rights of children worldwide, without discrimination. Suppliers ensure zero tolerance for violence, abuse, and exploitation of children, ensuring that this does not occur within their business activities, facilities, properties, or communication networks.

Child labor¹ shall not be used. Suppliers must not employ children below the legally permitted working age in any country or region of local jurisdiction. The minimum age for employment is 15 years, except where local law prescribes a higher minimum age in which case the higher requirement applies. Workers under the age of 18 may only work under conditions that comply with legal requirements and in under no circumstances should perform work that is economically exploitative; likely to be hazardous² or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Workers under the age of 18 shall not be employed at night in accordance with positive legal regulations.

The Supplier undertakes that, in the event of becoming aware of child rights violations or child labor within its own organization or at its subcontractors, contractors, and/or sub-contractors, it will promptly take all necessary measures to prevent such violations and immediately report all responsible parties to the relevant authorities. Furthermore, the Supplier is obligated to establish a corrective action plan to ensure that such incidents are promptly addressed in accordance with international standards or local legal requirements. The Supplier will work to provide for the adequate transition of

¹ Child labor is the work of children that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that is mentally, physically, socially or morally dangerous and harmful to children, and/or interferes with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely, or requiring them to attempt to combine school attendance with excessively long and heavy work. The prohibition of child labor does not apply to the performance of tasks which is expressly permitted by positive legal regulations, and which does not endanger their health, safety, morale or development.

² Examples of hazardous work activities include work (i) with exposure to physical, psychological, or sexual abuse; (ii) underground, underwater, working at heights, or in confined spaces; (iii) with dangerous machinery, equipment, or tools, or involving handling of heavy loads; (iv) in unhealthy environments exposing the worker to hazardous substances, agents, processes, temperatures, noise, or vibration damaging to health; or (v) under difficult conditions such as long hours, late night, or confinement by employer.



any child found to be performing child labor to enable her or him to attend and remain in quality education until they no longer in condition of child labor.

2.3. Diversity and Non-Discrimination Policy

The Supplier commits to creating a work environment that actively promotes and values the diversity of its employees.

The Supplier will at all times ensure equal opportunities for all employees regarding employment and promotion and will prohibit and not tolerate any form of discrimination or harassment based on gender, ethnic or national origin, race, colour, religion, age, disability, sexual orientation, and identity, or any other characteristic protected by law.

2.4. Terms of Employment and Prohibition of Forced Labor

The Supplier commits to adhering to international standards including ILO Convention 29 and national laws and regulations regarding minimum wages and legally mandated benefits, ensuring fair compensation for all workers.

All workers are provided with employment contracts in a language they understand. If required, the terms of employment are explained verbally or pictorially to the worker.

Employment contracts include details of the working conditions, including nature of work, hours, overtime, pay, benefits, leave, and duration of the contract in a format and language that the workers understand.

Under no circumstance, is forced labor used. This includes trafficked labor, prison labor, bonded labor or other forms of forced labor³. All work must be voluntary.

The use of violence, threats of violence, punishment, confinement, or any methods of intimidation, to coerce workers is strictly prohibited.

Workers have freedom of movement and are not confined to the workplace premises, including provided housing.

No worker pays recruitment fees or related costs. If workers have paid any fees, these must be reimbursed by the employer.

Retention of workers' personal documents (e.g. passport, identity card, birth certificate, work or residence permit or other travel documents) is prohibited. Where presentation of such documents is required by law, they are returned as soon as possible to the worker.

2.5. Working Hours

The Supplier is obliged to comply with all applicable laws, regulations, and collective agreements regarding working hours, including but not limited to overtime, daily, weekly, and annual leave, and paid time off. The Supplier also commits to keeping records of workers' working hours and wages in

³ Forced labor consists of any work or service not voluntarily performed that is exacted or coerced from a person under threat of force or penalty. Forced labor includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor arrangements, slavery and slavery-like practices. Bonded labor is labor that is required in order to pay off a debt. The level of the debt as a ratio to money credited for work is such that it is impossible or very difficult to ever pay off that debt. Forced labor also includes requirements of excessive monetary deposits, excessive limitations on freedom of movement, excessive notice periods, substantial or inappropriate fines, and loss or delay of wages that prevent workers from voluntarily ending employment within their legal rights. Migrant workers are most vulnerable to these types of arrangements.



accordance with local and national laws and regulations. No worker shall be forced to work overtime, and all overtime must be compensated, at minimum, in accordance with local law.

2.6. Occupational Health and Safety

The Supplier undertakes to comply with all applicable laws and regulations governing health, safety, and occupational protection, and to continuously organize and implement health, safety, and occupational protection management practices, including but not limited to regular safety and occupational protection training, emergency preparedness, occupational diseases, work-related injuries and accidents, work involving special conditions, and protective measures concerning personal protective equipment, tools, and workspaces.

The Supplier is obliged to establish a system for identifying, assessing, preventing, controlling, and recording all potential risks and hazards to workers' health and safety, and to implement effective protective measures to prevent accidents and work-related health hazards.

2.7. Protection from Harassment

The Supplier commits to providing workers with a fair and safe working environment free any form of psychological, physical, sexual or verbal abuse, intimidation, or harassment. A safe environment includes the prevention of all forms of harassment and ensuring that workers can operate in an environment that supports their safety and well-being.

2.8. Complaint Submission

The Supplier undertakes to enable workers to submit complaints in accordance with all applicable laws and regulations, without any elements that would in any way hinder the submission of complaints or the handling of submitted complaints.

3. ENVIRONMENTAL PROTECTION

The company is committed to reducing its environmental impact by integrating sustainability across the entire value chain. We expect our Suppliers to share this commitment and actively contribute to our environmental protection efforts. Suppliers are obliged to operate in compliance with all applicable environmental laws and regulations, and to continuously improve their environmental practices. Within this commitment, the Supplier particularly focuses on the following key areas:

3.1. Compliance with Laws and Regulations

Suppliers must ensure that their operations comply with all environmental laws and regulations, including the management of hazardous materials, greenhouse gas emissions (GHG), wastewater, and waste. They must also maintain all necessary environmental permits and regulatory approvals and ensure compliance with industry standards that limit the use of certain substances.

3.2. Sustainable Resource Management

Suppliers must efficiently and sustainably manage their resources, with a particular focus on water, energy, raw materials, and both renewable and non-renewable resources. We expect suppliers to implement procedures that reduce water and energy consumption and to take measures to preserve biodiversity.

3.3. Waste Management

Suppliers are responsible for the safe and proper management of all types of waste, including hazardous waste, electronic waste, and wastewater. They should actively work on reducing the



amount of waste through prevention, recycling, reuse, and reducing the use of packaging materials, especially single-use plastics.

3.4. Greenhouse Gas Emissions Reduction

Suppliers should take steps to reduce greenhouse gas (GHG) emissions and actively contribute to combating climate change by implementing measures that help mitigate risks associated with climate change.

3.5. Biodiversity Conservation, Deforestation Prevention, and Soil Protection

Whenever possible and applicable to their activities, suppliers are required to avoid or at least minimize their contribution to biodiversity loss and deforestation to the greatest extent possible, promote the protection of natural habitats, apply soil management practices aimed at preventing nutrient loss, erosion, and soil contamination, and take all reasonable measures to avoid harmful effects on biodiversity or ecosystems, or to restore damaged biodiversity and ecosystems.

The Company reserves the right to request reports from the Supplier regarding their environmental impact, including data on greenhouse gas emissions, resource consumption, and waste management.

4. ANIMAL WELFARE

4.1. Compliance with Animal Protection Laws

Whenever possible and applicable to their activities, suppliers must ensure compliance with applicable animal protection laws and regulations at local, national, and international levels.

4.2. Humane Treatment of Animals

Whenever possible and applicable to their activities, suppliers are obliged to apply humane methods at all stages of animal breeding, transport, and processing. This includes providing appropriate housing, food, water, healthcare, and handling of animals.

III. MONITORING AND COMPLIANCE

The supplier must ensure that its employees and subcontractors, executors, and sub-executors working on tasks for the Company are familiar with the requirements of this Code.

The Company reserves the right to conduct compliance checks through various methods, including self-assessment, analysis of third-party information, review of relevant certifications, and field inspections.

The supplier agrees, upon the Company's request, to make available all documentation and information necessary to verify adherence to the rules of this Code or to investigate reports of violations.

If the Supplier has violated the rules of this Code, as determined by the Company or by independent third parties engaged by the Company, or if there is a direct threat of such a violation, the Company is authorized to take appropriate measures without delay to prevent, rectify, or minimize the extent of such irregularities.

If the Supplier has violated the rules of this Code or if there is a direct threat of such a violation, the Supplier is obligated to report it to the Company without delay and to take all appropriate measures to correct, prevent, rectify, or minimize the extent of such irregularities.



Complaints and grievances can be submitted to the email address: pravni.poslovi@adris.hr.

In any case, the Company reserves the right to terminate contracts with Suppliers who do not comply with the provisions of this Code. If such termination results in damage to the Company, the Supplier agrees to compensate the Company for the damage in accordance with applicable regulations.

IV. FINAL PROVISIONS

This Code is an integral part of contracts concluded with Suppliers.

This Code enters into force on 01 October 2025 and applies to all business relations with Suppliers from that date onward.

The Code is available on the Company's website: www.abilia.hr. The Company reserves the right to amend or supplement the Code at any time and without prior notice. All amendments and supplements to the Code come into effect on the day they are published on the Company's website.