

SUPPLIERS' CODE OF ETHICS AND CONDUCT

TABLE OF CONTENTS

1.	Framework	3
2.	Applicability and recipients of the code of conduct	4
3.	Ethics, integrity and corruption prevention	5
4.	Human and labour rights	6
5.	Health, hygiene and safety at work	7
6.	Environmental protection	8
7.	Confidentiality, data protection and information security	9
8.	Non-compliance and reporting of irregularities	11

1. Framework

1. His Suppliers' Code of Ethics and Conduct ('Code') establishes the guidelines and commitments concerning business ethics and Governance applicable to current/potential suppliers, subcontractors or current service providers of all entities included in the consolidation perimeter and management scope of CasaisInvest SGPS ('Casais Group' or 'Group'), regardless of their business area, geographical location or activity ('suppliers').

2. All suppliers are expected to fulfil the commitments set out in this Code in the conduct of their business, implementing and applying policies and procedures that are consistent and aligned with the expectations hereof.

3. With this code of conduct, the Casais Group aims to contribute to building a better and more sustainable world. We therefore seek to select suppliers and subcontractors who share our principles of integrity, humanism, consistency, co-operation, honesty, transparency and environmental and social responsibility.

4. The Casais Group recognises that no Code of Conduct can cover all the situations to which its suppliers may be subject, so this Code must be complemented by the natural obligations and responsibility of these suppliers to act with common sense and support their business on the basis of appropriate conduct.

5. All the Group's partners must share values such as integrity, humanism, consistency, co-operation, honesty, transparency and environmental and social responsibility.

2. Applicability and Recipients of the Code of Conduct

2.1. This Code applies to all suppliers and subcontractors of the Casais Group, as well as their representatives, since they play a key role in our value chain.

2.2. The term 'Representatives' includes directors, executives, partners, managers, members, employees, consultants, agents and other representatives of a party, including but not limited to lawyers, accountants, auditors and consultants.

2.3. Although our suppliers, subcontractors and their representatives are independent entities, we recognise that their commercial practices and actions can have an impact on the reputation of the Casais Group.

2.4. Therefore, this Code of Conduct establishes guidelines for action that must be followed by suppliers, subcontractors and their representatives, in addition to specific contractual obligations, guaranteeing ethical and responsible conduct in all business interactions.

2.5. We expect all our suppliers, subcontractors and their representatives to adopt and comply with this Code of Conduct, as well as any future updates, thus contributing to a business environment based on integrity, transparency and sustainability.

2.6. With the aim of building a more sustainable future, a more balanced society and a healthier environment, we will prioritise establishing partnerships with suppliers and subcontractors who share our vision, based on the three essential pillars for more sustainable procurement: Environmental Commitment, Social Awareness and Economic Responsibility.

3. Ethics, Integrity and Corruption Prevention

3.1. In addition to the duty to comply with national and international laws, rules and regulations applicable in the countries where they operate, it is also essential that suppliers:

a. Promote and respect high ethical and moral standards and integrity in the conduct of their activities, in particular when they do so on behalf of the Casais Group, in accordance with the principles established in this Code, adopting fair commercial practices that do not violate applicable antitrust and competition laws;

b. Comply with economic sanctions and applicable export control laws and regulations, in order to prevent themselves or entities of the Casais Group from violating the respective applicable regimes;

c. Do not allow, consent to or engage in any activity, practice or conduct that could constitute or appear to constitute an act of bribery and/or corruption, punishable as criminal offences under the applicable legislation, instituting procedures and implementing the necessary and appropriate measures to prevent its occurrence;

d. Do not offer or promise to offer, directly or through third parties, gifts and hospitality with the intention of influencing the decision of Group employees. Likewise, they must not accept or offer any gifts or favours from or to public officials or former public officials, or from or to parties to commercial contracts, on behalf of the Casais Group, without having obtained prior authorisation;

e. Disclose to the Group any potential conflicts of interest of any nature in their relationship with the Group, or in their relationship with other third parties that may affect their relationship with the Group, and apply the appropriate measures to manage such situations;

f. Strive to implement robust compliance programmes and controls in order to prevent the occurrence of economic crimes, such as money laundering, involvement with criminal organisations or those with links to terrorism, which are internationally sanctioned or have a bad reputation.

4. Human and Labour Rights

4.1 In order to establish business relations with the Casais Group, suppliers are required to:

- a.** Comply with the labour laws and regulations in force in the countries where they operate, supporting and respecting universally proclaimed human rights and implementing measures to this end;
- b.** Promote respect for free labour, with transparent and fair conditions, voluntarily agreed and established in employment contracts, repudiating forced labour, the provision of services under threat or coercion, child labour and human trafficking;
- c.** Ensure compliance with immigration laws by hiring or using only workers who have the legal right to work in the jurisdiction in which they intend to hire such employees;
- d.** Respect individual and collective diversity, promoting equal opportunities and non-discrimination based on race, age, gender, marital status, sexual orientation, ethnic origin, nationality, religion, political, cultural or trade union orientation, physical ability, state of health, pregnancy, name, or any other personal, physical or social condition of their employees;

e. Hire and contract employees and business partners on the basis of their qualifications and professional attributes, based on meritocratic criteria assigned across business areas;

f. Ensure fair remuneration in return for services rendered (wages, overtime and other remuneration), in accordance with applicable legislation and collective labour agreements and respecting the minimum wage in force;

g. Respect the maximum limits for daily working hours and overtime, as well as weekly rest days and holiday periods;

h. Respect their employees' right to freedom of association, free from reprisals, intimidation or acts of discrimination of any kind;

i. Promote a safe and healthy working environment and comply with all applicable health and safety laws and where appropriate establish plans to prevent injuries, occupational diseases, emergency preparedness plans and occupational safety;

j. Ensure adequate safety on their own premises, as well as strictly complying with our safety procedures when on our premises.

5. Health, Hygiene and Safety at Work

5.1. Suppliers must provide decent, safe and suitable conditions for carrying out the job for which the employee has been hired, in accordance with national legislation and, where possible, international occupational health and safety standards¹, in order to prevent accidents and unforeseen labour accidents.

5.2. Suppliers must also implement preventive measures to avoid occupational accidents, as well as promoting training and capacity building in terms of workers' health, hygiene and safety.

¹ For more information, see the ISO 45001:2018 recommendations, the ILO's international standards and the EU's community standards

6. Environmental Protection

6.1. Suppliers, subcontractors and their representatives must comply with the applicable environmental standards and requirements, as well as the environmental certifications appropriate to their activities, showing continuous improvement in their environmental performance.

6.2. Likewise, they must obtain and keep up to date all the required environmental authorisations, licences, registrations and approvals, as well as meeting the operational reporting requirements laid down in the laws, regulations, standards and decrees applicable in the country in which they are established.

6.3. Suppliers and subcontractors must have an effective environmental policy, declaration or programme to mitigate impacts on biodiversity, the implementation of which must be evident at all levels of the company.

6.4. They should also endeavour to make continuous improvements in environmental performance through feasible measures and implement practices that promote biodiversity wherever possible.

6.5. We expect suppliers, subcontractors and their representatives to adopt measures to (i) optimise the consumption of natural resources, (ii) avoid pollution and minimise the generation of solid waste, wastewater and atmospheric emissions and (iii) increase reuse and recycling.

6.6. Suppliers, subcontractors and their representatives must act with respect for, and conduct their activities in such a way that they have minimal impact on, the environment. Whenever impact on the environment is unavoidable, this impact must trigger concrete compensatory measures.

6.7. We also expect suppliers to promote internal training aimed at stimulating greater environmental awareness among all employees.

7. Confidentiality, Data Protection and Information Security

7.1. Confidentiality of Information

We expect our suppliers to safeguard the confidentiality of any personal data of Casais Group employees, sensitive commercial information or other privileged information to which they have access as part of their business relationship with the Group;

7.2. Compliance with Legislation

We require suppliers to comply with applicable data protection and privacy legislation, protecting them against unauthorised access and disclosure by implementing security and information protection measures based on their level of confidentiality;

7.3. Data Use

In addition, we require suppliers not to use internal or external data obtained through business with the Casais Group for the purposes of direct or indirect commercialisation with third parties.

7.4. Recording of Information

1. Suppliers must record and report all information accurately and honestly.
2. No representative may sign, send or allow others to sign or submit any document or statement, on behalf of the Casais Group or on behalf of the supplier, which they know or have reason to believe is false.
3. All records and reports must be created, retained and disposed of in accordance with the applicable legal and regulatory requirements.

7.5. Limitation on Disclosure and Use of Information

Suppliers are not authorised to speak on behalf of Casais Group or publicly disclose our name, logo, products, parts, designs, relationships or any other non-public information without our prior written authorisation.

7.6. Prohibition on trading with privileged information

It is strictly forbidden to buy or sell our securities, shares and/or stocks, or those of any other company, when in possession of information about us or another company that is not available to the general public and that could influence an investor's decision.

7.7. Intellectual Property

Suppliers must respect the intellectual property rights of the Casais Group and third parties, taking into account all patents, trademarks, copyrights and complying with all requirements and terms of use.

7.8. Private Data Management

7.8.1. Suppliers must process all personal information fairly, in compliance with all applicable data protection and privacy laws.

7.8.2. They must adopt appropriate technical and organisational measures to protect personal information and prevent unauthorised access, alteration or loss.

7.9. Information Systems Security

7.9.1. Suppliers must comply with our password maintenance, confidentiality and security requirements and procedures as a condition of supplying us with products or services or receiving access to our internal systems, networks and facilities.

7.9.2. The technology provided by Casais Group must only be used for authorised business purposes.

7.9.3. Suppliers must not intentionally download, view or send material of a discriminatory, threatening, sexual, pornographic, racist, sexist, defamatory or offensive nature.

8. Non-Compliance and Reporting of Irregularities

8.1. Failure to comply with this Code may result in the supplier being disqualified as a supplier to the Casais Group or in the termination of the contractual relationship, without prejudice to other legal or administrative actions that may be applicable.

8.2. The Group encourages all suppliers to immediately report any suspicions or situations, whether potential or actual, that may constitute a violation of the rules set out in this Code via the email address etica@casais.pt. or, alternatively, via the Whistleblowing Channel link available on the Casais Group website (<https://casais.pt/>), specifically at the domain <https://casais.integrityline.com/>. For more details on how these channels work and the principles they follow, we recommend reading our Whistleblowing Policy.

8.3. If you have any questions about the interpretation of aspects referred to in this Code, we recommend that you send your questions/requests for clarification via email to the Ethics Committee's email address: etica@casais.pt.

SIGNUP TO THE CODE

We have read the Code and agree to adhere to the requirements and expectations set out therein and to comply with the laws and regulations applicable to the geographical region(s) in which we operate.

_____, _____ of _____ of _____

Supplier’s Company Name

Tax Number

Legal Representative’s Signature

Name and Job Title



HEADQUARTERS

Rua do Anjo, 27 · Mire de Tibães
Apartado 2702
4700-565 Braga · Portugal

P (+351) 253 305 400

LISBON DELEGATION

Rua do Pólo Norte, nº 14
Escritório 1.1
1990-266 Lisboa · Portugal

P (+351) 218 959 014 / 5

casais.pt