

CODE OF CONDUCT - Dom Development Business Partner

1. This Code of Conduct (the “**Code**”) serves as a guide to the principles and values promoted by Dom Development while doing business, grounded on integrity in the workplace, social relations and business practices, with particular focus on the natural environment and high ethics. The business partners of Dom Development (“**Business Partners**”) are also expected to apply these standards and principles when engaging in business with Dom Development. The Code is also intended to ensure that Business Partners adhere to the fundamental principles of ethical business conduct, principles of operation, objectives, values and visions set out in this document, and are aware of their obligations.
2. In its business practices, Dom Development follows applicable legislation, as well as its internal regulations.
3. Dom Development adopts ecological solutions that serve both its customers and the environment, and analyses and endeavours to minimise environmental impact of implemented projects .
4. Dom Development requires its Business Partners to act in accordance with the Code as well as all applicable laws, good practices and the Dom Development Code of Ethical Conduct. Business Partners are also expected to take into account environmental considerations, support social activities and urban biodiversity, promote solutions that reduce adverse impact on the environment, prevent pollution, and improve environmental protection practices.

Undertaking to Comply with Contractual Terms and the Law

1. The Business Partner undertakes to perform obligations as part of its cooperation with Dom Development, as prescribed in the contract entered into with Dom Development, with due diligence, in accordance with the requirements of the relevant regulations, and this Code.
2. The Business Partner undertakes to adhere to applicable personal data protection legislation.
3. The Business Partner undertakes to adhere to applicable regulations regarding consumer protection, and the prevention of unfair competition.
4. The Business Partner undertakes to keep confidential any information related to Dom Development, business relations or the contract with Dom Development (“**Confidential Information**”) to any third parties, with the exception of those agreed by Dom Development, without Dom Development’s prior written consent, and not to use this information for purposes other than those resulting from entering into business relations or contract with Dom Development.
5. The Business Partner’s confidentiality undertaking, as set out above, shall not apply to Confidential Information, which: (i) was held by the Business Partner at the time of its disclosure by Dom Development, provided that the Business Partner is able to prove this to be the case, (ii) has been made or becomes available to public otherwise than through an action or omission by the Business Partner, its representatives, employees or agents, (iii) is obtained by the Business Partner from a third party, having the right to hold such Information, and which is not directly, or indirectly, bound with Dom Development by a non-disclosure obligation, (iv) must, in accordance with applicable legislation, be disclosed to the relevant authorities or courts - in such cases, in disclosing Confidential Information, a Business Partner must notify Dom Development of such disclosure immediately, and not later, than within 7 (seven) days, unless otherwise agreed in the contract entered into by the Business Partner and Dom Development.
6. The confidentiality obligation set out in this section shall apply throughout the period of business relations or term of the contract with Dom Development, and for a period of 5 (five) years following their termination or expiry, unless otherwise stated in a respective contract.
7. The Business Partner further undertakes to procure confidentiality statements from its employees and associates with regards to all information and data, including personal data to which they have gained access, have had disclosed to them in the course of business relations or throughout the term of contract with Dom Development.
8. The confidentiality obligation shall not apply to situations in which the obligation to disclose information to a third party or to the public arises from applicable laws, in particular those from Regulation (EU) no. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation), the Act of 29 July 2005 on trading in financial instruments, the Act of 29 July 2005 on public offering and the conditions for the introduction of financial instruments into an organised trading, and on public companies, and secondary regulations related to them, in particular the Regulation by the Minister of Finance dated 19 February 2009 on current and periodic submissions by issuers of securities and conditions for regarding information required by the law of a non-member state as the equivalent.

9. The Business Partner declares that it is engaged in business activities consistent with the scope of the contract with Dom Development, on the basis of appropriate entries in the relevant registers or records. Should the Business Partner employ a non-Polish national, the Business Partner declares that all requirements will have been met regarding the non-Polish national's legal stay in the territory of the Republic of Poland, to include securing appropriate work permits.
10. The Business Partner undertakes to comply with the law as regards the impact of its activities on the natural environment.
11. The Business Partner undertakes to endeavour to reduce the adverse impact of its activities on the environment.
12. The Business Partner endeavours to minimise the generation of waste , reduce the consumption of raw materials, natural resources (including water) and limit greenhouse gas emissions associated with its business activities.
13. The Business Partner undertakes to obtain raw materials in a responsible manner, taking care of the environment and taking into consideration environmental aspects in its operations.
14. If the Business Partner is a waste producer as defined in Section 3(1)(32) of the Waste Act of 14 December 2012 ("**Waste Act**") during the contract delivery, firstly, all efforts will be made to recover or recycle waste. Should this be technologically, ecologically or economically impracticable or unviable, the Business Partner will ensure that waste is disposed of in a manner as prescribed in the Waste Act and secondary regulations relating to the said Act, whereby the Business Partner reserves the right to further subcontracting, provided that - pursuant to Section 25 of the Waste Act - the obligation to manage waste will be subcontracted only to business operators who hold the relevant licenses, from competent authorities, for collection, recovery and disposal of waste or a permit for the storage of waste in the rock mass, including underground mine voids, and/or with having waste transport within the scope of their business activities. Any costs pertaining to the possible transport, storage and/or treatment of waste shall be included in the contractual fee by the Business Partner.
15. The Business Partner declares that it has not taken and will not take any actions, nor was it party to any agreement that is contrary to the law or good practice, has not offered or given any financial or personal benefits to influence Dom Development's decision to enter into contract or undertake cooperation with the Business Partner.
16. The Business Partner declares that it has not undertaken in the past, and commits not to undertake in the future, any corrupt practices, and further declares that no part of the fee paid by it to Dom Development originates from illegal sources or corrupt practices.
17. The Business Partner represents that its actions will comply with all applicable local and international laws and regulations regarding respective actions arising from the contract entered into with Dom Development, including, but not limited to, regulations regarding safety, social protection, labour law, tax law, fire protection, environmental protection, anti-corruption, and anti-money laundering.
18. The Business Partner undertakes to implement appropriate measures to prevent and deter corruption, discrimination, money laundering, the financing of terrorist or other illegal activities, and to prevent and deter unethical behaviour.
19. The Business Partner represents that - to the best of its knowledge - its representatives or service providers do not offer, give, agree to give, expect or accept, directly or indirectly, from any natural or legal persons, any money or other equivalent benefits, which could influence their decisions, nor do they finance illegal activities or engage in any form of discrimination, or other unethical behaviour.
20. The Business Partner declares that none of its activities, nor - to the best of its knowledge - any persons providing services to the Business Partner, are financed from undisclosed or illegal sources.

Principles of Ethics

1. The Business Partner accepts and undertakes to comply with the principles and values resulting from the Code of Ethical Conduct of the Dom Development S.A. Capital Group Company, with which the Business Partner has entered into business relations or contract. The Code of Conduct is available at: <https://inwestor.domd.pl/pl/odpowiedzialny-biznes>
2. The Business Partner undertakes to provide its employees with a clean, safe and healthy working environment, to observe and enforce the prohibition of forced labour in any form, and the prohibition of discrimination on any grounds. The Business Partner further represents that it performs business activities in compliance with Article 32 of the Charter of Fundamental Rights of the European Union - it does not employ children, and that the minimum age of employees permitted to work is not lower than the minimum

age for completion of compulsory schooling, without prejudice to regulations more favourable to juveniles and except for limited exceptions, and that juveniles permitted to work are provided with working conditions appropriate to their age and are protected from economic exploitation and any work that could harm their safety, health or physical, mental, moral and social development, or impede their education.

International Sanctions

1. The Business Partner represents that it is not directly or indirectly owned or controlled by any natural or legal person registered in the Russian Federation or in the Republic of Belarus, or natural persons having the nationality of the above-mentioned countries or other countries subject to sanctions imposed by: The United Nations, a Member State of the United Nations, the European Union ("**Sanctions**"), and that it is not directly connected with such persons or entities, in particular due to ties of a personal, organisational, economic, or financial nature.
2. The Business Partner declares that it and its subsidiaries or affiliates, and to the best of its knowledge, its employees and associates, do not, in any way, conduct any support activities related to assisting entities subject to the Sanctions or Russian authorities in connection with their involvement in the invasion of Ukraine, including not providing financial support. The Business Partner declares that it and its subsidiaries or affiliates, and to the best of its knowledge, its employees and associates, do not derive any benefits from involvement in the invasion of Ukraine.
3. The Business Partner declares that it and its subsidiaries or affiliates, and to the best of its knowledge, its employees and associates, do not evade any Sanctions, do not violate regulations imposing the Sanctions, or facilitate the evasion of Sanctions by other entities. The Business Partner agrees to monitor its business to ensure compliance with the aforementioned declarations, while exercising due diligence generally required in its business relationships.
4. The Business Partner declares that it does not purchase products/services directly from entities subject to Sanctions.
5. The Business Partner declares that in connection with the performance of the contract entered into with Dom Development it does not use ICT products sourced from entities, which are subject to Sanctions, in particular from the territory of the Russian Federation or the Republic of Belarus and/or sourcing technical support in these territories.
6. Business Partner further declares that:
 - a. it does not have a domicile, registered office or place of management (hereinafter collectively as the "**Registered Office**") in a territory or in a country practicing harmful tax competition (hereinafter "**Tax Haven**"), as defined by the Regulation of the Minister of Finance dated 28 March 2019 on the determination of countries and territories applying harmful competition;
 - b. it will not make any settlements with an entity domiciled in a Tax Haven in relation to payments received from Dom Development under contract or within established business relations. The settlement with a Tax Haven-based entity is understood as reconciling any accounts (receivables/liabilities), which could take various forms, e.g., settlement in cash (payment), in kind (transfer of another asset or provision of a service), by means of offsetting mutual receivables and liabilities;
 - c. an entity, which meets the requirements prescribed in Section 4a(29) in conjunction with Section 24a(18) of the CIT Act and, respectively, Section 5a(33D) of the PIT Act, i.e. an ultimate beneficial owner of the payments made by Dom Development to the Business Partner as a contractual fee, does not have its Registered Office in a Tax Haven;
 - d. if Dom Development has paid a fee to the Business Partner, the funds received from Dom Development will not be used to settle payments with any entity having its Registered Office in a Tax Haven.

Further Declarations & Undertakings

1. The Business Partner acknowledges having read and accepted this document through signing a contract or entering into a business relationship with Dom Development. The Business Partner further declares awareness that compliance with this document is fundamental for Dom Development, and undertakes to uphold the good name and reputation of Dom Development.
2. The Business Partner undertakes to forthwith notify Dom Development of any conflict of interest, or risk thereof, i.e. the case when private interest of a third party or of any person acting on behalf of the Business

partner or Dom Development adversely affects or could adversely affect the contract performance or Dom Development's interest.

3. The Business Partner will exercise due diligence in order to ensure that all persons and entities, with whom it maintains business relationships, conduct their business in compliance with the principles, values, environmental care and ethics fostered by Dom Development.
4. Dom Development or any person authorised by it reserves the right to monitor the Business Partner's compliance with this Code, and the Business Partner undertakes to cooperate with Dom Development in a reliable and transparent manner in this respect.
5. The Business Partner undertakes to notify Dom Development without delay of any instances of non-compliance with this Code, whether it be through the Business Partner's own actions or other persons acting on its behalf.
6. Should this Code be breached by the Business Partner, the Business Partner shall release Dom Development from liability and hold it harmless from and against all risks that exist or may arise in connection with the said breach, and in particular, the Business Partner shall hold Dom Development harmless against any third-party claims in relation to Dom Development. Dom Development reserves the right to terminate the business relationship with any Business Partner continuing to breach this Code, despite being requested to cease doing so.