

CHARTER FOR RESPONSIBLE SUPPLIER RELATIONS

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At Aedifica NV/SA, public regulated real estate company, incorporated under the laws of Belgium, and its subsidiaries (together, the “**Company**” or “**Aedifica**”), we believe that good ethics and a strong commitment to corporate social responsibility and sustainable business practices is essential to realise our core mission, i.e., offering innovative caring housing concepts that are tailored to the needs of the residents in our houses and improve the quality of their lives. To honour this commitment, Aedifica has been a signatory of the United Nations Global Compact (UNGC) since 2020 and is thus committed to actively promoting the 10 UNGC fundamental principles covering human rights, labour, the environment and anti-corruption.

Aedifica is aware that the success of the realisation of the objectives laid down in the UNGC fundamental principles require a common commitment and shared vision between Aedifica and its suppliers and service providers (including their employees, agents and subcontractors¹) (the “**Supplier**” or “**Suppliers**”). This charter for responsible supplier relations (the “**Charter**”) constitutes consequently a common frame of reference for Aedifica and its Suppliers and contains reciprocal engagements to each other.

On the one hand Aedifica expects its Suppliers to embrace this commitment to actively promote and respect the 10 UNGC fundamental principles² by requiring all its Suppliers to comply with the provisions in this Charter (I. Suppliers’ commitment to Aedifica), on the other hand Aedifica itself also engages in various commitments towards its Suppliers in order to build a sustainable relationship with its Suppliers (II. Aedifica’s commitment to its Suppliers).

¹ It is specified that the commitments under this Charter shall in no way create a contractual relationship between Aedifica and any supplier or subcontractor of the Supplier.

² <https://www.unglobalcompact.org/what-is-gc/mission/principles>.

I. SUPPLIERS' COMMITMENT TO AEDIFICA

The purpose of this section is to involve our Suppliers in our sustainability strategy and to define their commitments with regard to:

- business ethics: the fight against corruption and conflicts of interest;
- compliance with labour standards;
- respect for human rights;
- health and safety;
- data security and protection;
- environmental protection.

This chapter sets out the minimum sustainability commitments that Aedifica expects from its Suppliers, which may be supplemented by legal and/or contractual provisions.

By signing this Charter, the Supplier confirms to:

- comply with its obligations as defined by this Charter as well as with all applicable laws and regulations, and employ the means necessary to meet such obligations and rules. Should this Charter set out more stringent standards than applicable laws and regulations, we expect our Suppliers to comply with this Charter to the fullest extent permitted under applicable laws and regulations;
- seek adherence by its own suppliers and subcontractors to and implement all the principles set out in this Charter, in compliance with contractual provisions and applicable laws and regulations;
- self-monitor on a regular basis its compliance with this Charter and the applicable laws and regulations;
- provide Aedifica, at its first request, with the information required to demonstrate compliance with this Charter.

This Charter forms an integral part of Aedifica's supplier relationship management and evaluation procedure. Any failure on the part of the Supplier to comply with the principles set out in this chapter can constitute a serious breach of its contractual obligations likely to result, depending on the seriousness of such failure, in the termination of the agreement at the Supplier's expense, without prejudice to any damages and interest.

I.1 BUSINESS ETHICS

I.1. Anti-bribery and corruption

Aedifica follows a strict zero-tolerance policy with regard to bribery and corruption, as set out in our Anti-bribery and corruption policy.

This policy does not only apply to Aedifica and its employees but also to any business partner or third party we come in touch with.

Suppliers are consequently also expected to observe the rules set out in our Anti-bribery and corruption policy.

The Supplier declares in that respect that it has read Aedifica's [Anti-bribery and corruption policy](#).

As set out in the Anti-bribery and corruption policy, Aedifica reminds its Suppliers that acts of bribe can take a variety of forms and that even common business or social activities such as the provision of gifts, hospitality and entertainment to Aedifica's management or employees could constitute bribes under certain circumstances.

I.2. Anti-money laundering and countering the financing of terrorism and proliferation

The Supplier shall remain vigilant in ensuring integrity in its business relationships in order to detect any risk of money laundering or financing of terrorism (AML/CFT), in accordance with the applicable regulations.

The Supplier shall comply with anti-money laundering and anti-terrorism financing regulations and not commit or assist in any act prohibited by these regulations.

I.3. Conflict of interest

The occurrence of conflicts of interest, or the perception of such conflicts, must be avoided as much as possible. A conflict of interest is understood as any direct or indirect conflict of a proprietary or other nature. The Supplier must promptly report to the Compliance Officer any instances involving actual or apparent conflicts of interest between the Supplier's interests and those of Aedifica, such as a direct personal or financial interest in a business decision or supplier selection.

Any activity that has been approved, despite the actual or apparent conflict, must be properly documented.

I.4. Fraud

Suppliers shall act with integrity in all their dealings and must not engage in any type of fraudulent activities.

I.5. Fair competition and anti-trust laws

The Supplier shall make every effort to avoid anti-competitive practices. It shall not be party to agreements whose purpose or effect would be to prevent or restrict competition and refrain from any conduct that would infringe competition law (such as participation in a concerted action aimed at hindering the setting of prices through free competition, and/or abuse of a dominant position).

It shall refrain from sharing any sensitive information (e.g., customer files, marketing plans, sales strategies, etc.) and any precise non-public information on the business, product marketing, tender submissions, with third parties, and in particular with Aedifica's competitors, even after the commercial relationship has ended. The Supplier shall comply with applicable competition law and regulations.

I.6. Data security and protection

The Supplier shall not use or reveal any sensitive and/or confidential information held and/or provided by Aedifica, even after the commercial relationship has ended.

The Supplier shall also comply with current regulations on the processing of personal data in the course of its business dealings with Aedifica. This includes:

- only collecting personal data that are adequate, relevant and limited to what is necessary for the purposes of the processing carried out in the course of the relationship with Aedifica;
- complying with its general obligation to ensure data security and confidentiality in accordance with the applicable legal and contractual provisions;
- where applicable, complying with its obligation to provide information to data subjects and ensuring that they can effectively exercise their rights with regard to their data in accordance with the regulations in force (rights of access, rectification, deletion, etc.);
- conducting an impact analysis in the event of a high risk to the rights and freedoms of individuals or assisting Aedifica in this procedure, if necessary;
- for the companies involved, appointing a Data Protection Officer, if necessary, and providing their contact details to Aedifica, in addition to keeping a register of processing activities.

The Supplier shall provide Aedifica with all documents proving compliance with current regulations on personal data processing carried out in the course of its business dealings with Aedifica.

The Supplier shall also assist Aedifica in complying with current regulations on personal data processing that arise in the course of its business dealings with Aedifica.

The Supplier shall educate its employees on best practices with respect to IT security and personal data protection.

I.7. Intellectual property rights

The Supplier shall respect the intellectual property of others and shall not misappropriate third party information that can be considered confidential or use without permission, plagiarise or infringe on any third party intellectual property rights (including but not limited to patents, copyrights, trademarks or trade secrets).

The Supplier shall also refrain from making illegal copies of software used by Aedifica or using such software without permission.

I.2 HUMAN RIGHTS AND LABOUR

Aedifica expects its Suppliers to uphold the same high human rights standards as Aedifica aspires in conducting its business, as set out in Aedifica's Human Rights policy.

The Supplier declares in that respect that it has read Aedifica's [Human Rights policy](#).

The Suppliers must as a minimum standard comply with the following principles:

- Respect for diversity and inclusion – prohibition of all forms of discrimination and harassment

The Supplier shall value and advance the diversity and inclusion of the people with whom it works. The Supplier shall be committed to equal opportunity and be intolerant of discrimination and harassment.

The Supplier shall work to maintain workplaces that are free from all forms of discrimination based on, but not limited to, race, religion, culture, gender, age, political opinion, national origin or extraction, social origin, pregnancy and maternity, sexual orientation, gender identity or expression, or any other arbitrary means.

The Supplier shall solely hire and proceed to employment decisions, including those related to compensation, benefits, promotion, training, discipline, and termination, on the basis of the skill, ability, and performance of employees.

The Supplier shall prohibit all forms of physical, verbal, and written harassment, and will not engage in corporal punishment or take disciplinary-related deductions from employees' pay.

- Respect for freedom of association and collective bargaining

The Supplier shall respect the right of all its employees to form and join lawful trade unions and other organizations of their choice, and to bargain collectively in support of their mutual interests.

The Supplier shall not discriminate in any way against employees that choose to form or join trade unions, or against those employees that choose not to form or join trade unions.

- Prohibition of all forms of forced or compulsory labour

The Supplier shall prohibit all forms of forced or compulsory labour and ensure that all employment relationships are voluntary in nature. Employees of Suppliers shall be free to withdraw from the employment relationship with reasonable notice.

- Prohibition of child labour

The Supplier shall not use child labour in any of its operations or facilities and fully respects all applicable laws establishing a minimum age for employment, in order to support the effective abolition of child labour worldwide.

- Respect for employee well-being

The Supplier shall appreciate the individual and collective value that employees bring to the Company. The Supplier shall aim to promote the personal development of its employees by offering them a motivating, comfortable working environment adapted to their needs.

I.3 HEALTH AND SAFETY

Aedifica expects employee's occupational health and safety to be a priority throughout all aspects of its Suppliers' activities. Suppliers are expected to take a proactive approach to health and safety.

Aedifica aims for zero safety incidents at its assets. Any material accidents occurring while carrying out work for Aedifica have to be reported directly and without delay to the single contact person.

The Supplier shall ensure that its activities do not adversely affect the health and safety of:

- its employees;
- its subcontractors;
- project participants;
- surrounding neighbourhood; and
- users of its products and services.

The Supplier shall comply with all applicable health and safety laws, regulations and standards and provide a safe and healthy workplace to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work. Upon request the Suppliers shall share relevant health and safety documents to demonstrate compliance with this Charter.

The Supplier shall be proactive with regard to health, safety and security issues. The risks associated with its activities must be identified and assessed. The Supplier shall take all appropriate measures to limit and, to the extent possible, eliminate such risks (inter alia by implementing policies, systems and training designed to prevent accidents, injuries and protect health of all working on the workplace and ensure a safe environment).

I.4 ENVIRONMENT

The Supplier shall comply with applicable regulations and implement a continuous improvement approach to environmental protection, in particular with regard to:

- tackling climate change: reducing energy consumption and greenhouse gas emissions and when requested to provide such consumption data to Aedifica;
- protecting nature, preserving biodiversity and ecosystems;
- preserving natural resources (water, materials, etc.), using materials that are safe, sustainable, renewable, recyclable, recycled or reused;
- reducing disturbance to local residents: noise, odour and visual pollution; air, water or soil pollution (as provided for in the contractual terms, for example a green construction site charter, a "low disturbance construction site" charter, etc.);
- limiting waste generated in the various stages of manufacture, transport, on-site installation and disposal as well as treating waste by prioritising materials and energy recovery.

II. AEDIFICA'S COMMITMENT TO ITS SUPPLIERS

Aedifica aims to build and maintain sustainable and balanced relationships founded on trust and transparency with its Suppliers.

As part of its policy for responsible supplier relations, Aedifica applies the following principles in its dealing with Suppliers to ensure that they are treated with fairness, respect and neutrality:

II.1. Responsible supplier relations commitments and governance

Ethical and fair business conduct

Aedifica shall conduct its business in accordance with the principles of honesty and fairness and applicable regulations on competition and corruption in business transactions. Aedifica shall conduct its business activities with the highest ethical and professional standards, as set out in our Code of Conduct (and the policies referred to in it) (annex 2 to our Corporate Governance Charter).

Aedifica shall ensure a fair and impartial selection process for its Suppliers and shall select Suppliers based on predefined objective criteria such as technical specifications, quality, price, service and technology, environmental and social impact.

II.2 An environment conducive to good Supplier relationships

Transparency and communication

We shall actively engage in discussions with our Suppliers on how our ambitious sustainability goals (as set out in this Charter) can be integrated in the cooperation with our Suppliers and to a maximum extent we shall support our Suppliers in pursuing and respecting these goals. We shall where possible provide feedback to our Suppliers regarding improvements in their sustainable development performance and welcome their feedback and suggestions on a further improvement of our relationship and the sustainability framework.

Professionalising the process

Aedifica is committed, wherever possible, to designating a single contact person to conduct the relationship with its Suppliers for optimal roll-out and follow-up.

Confidentiality

Aedifica is committed to keep technical, commercial and financial information provided by Suppliers confidential, and shall also respect Suppliers' intellectual property rights.

Health and safety

We will apply the same high health & safety standards to all Suppliers working on our sites as the ones we apply for our own employees.

III.3 Respect for the interests of Suppliers

Promoting sustainable and balanced relationships

Aedifica seeks to establish relationships with its Suppliers within the framework of a balanced contract in compliance with the law. To this end, the Supplier will actively participate in this process.

Aedifica is committed to respecting contractually defined payment conditions.

Aedifica shall identify and manage, with the active support and participation of Suppliers, the risk of mutual economic dependency.

Aedifica is committed to supporting its Suppliers' initiatives in the areas of sustainable development, diversity and health and safety.

III. REPORTING A CONCERN OF ISSUE

For any questions, concerns, or if any ethical or compliance issues arise, Suppliers have the responsibility to bring them forward by contacting Aedifica's Compliance Officer:

- by e-mail at thomas.moerman@aedifica.eu
- by mail at Aedifica NV/SA, Belliardstraat/Rue Belliard 40 box 11, 1040 Brussels (Belgium)
- by phone at +32 2 626 07 70

The Charter and the matters contained herein are not intended to create any new or additional rights or guarantees for any Supplier. Aedifica reserves the rights to amend or supplement this Charter and the matters addressed herein, without prior notice, at any time.