



PURO'S CODE OF CONDUCT

This Code presents a catalogue of values which guide PURO Group in its market operations. Any associate, offeror or contractor of PURO (hereinafter referred to in a more general way as: Contractor) shall comply with the here-described rules of conduct in their relations with the public authorities and their own contractors and associates.

I. Compliance with laws and trade rules

The Contractor shall comply with all applicable laws and regulations and undertakes to perform the obligations assumed in connection with cooperation with PURO Group with due diligence.

The Contractor undertakes to comply with the regulations aimed at counteracting unfair competition and ensuring consumer protection. In particular, the Contractor may not enter into any agreements that concern price increases or limiting product availability with competing companies. If the Contractor is a multinational enterprise, it shall comply with all rules and guidelines set by the Organisation for Economic Co-operation and Development (OECD) in the Guidelines for Multinational Enterprises.

The Contractor declares that it complies with all applicable trade regulations, including international trade sanctions applied by Poland, as well as UN, US, and EU bodies, in particular the sanctions imposed on Russia in connection with the aggression against Ukraine. The Contractor is obliged to inform PURO if: (a) the entity itself or its direct, indirect or beneficial owner or decision-maker is or will become subject to the above-mentioned sanctions or trade restrictions, (b) the Contractor is under investigation concerning its compliance with the sanctions regulations, (c) the Contractor learns that any product or service supplied to PURO is subject to any export restrictions and controls.

Upon PURO's request, the Contractor is obliged to provide information on the place of manufacture of the product or service supplied to PURO, together with a proof of its origin.

The Contractor undertakes to comply with the data protection regulations. PURO's detailed privacy policy concerning data protection can be found here: <https://purohotel.pl/pl/corporate/polityka-prywatnosci/>

II. Ethical business conduct and ban on corrupt practices

In all its operations, the Contractor undertakes to observe the best practices and high ethical standards in business. The Contractor does not allow for any corrupt practices, fraud or money laundering activities.

PURO expects all of its contractors to exhibit zero tolerance for bribery and corruption. The Contractor shall ensure that its decision-makers, including its management team, employees, and all persons acting on its behalf, do not offer, promise, give or accept bribes (including in the form of any unjustified payments or commissions), in particular in order to obtain new or retain the existing orders.

PURO Group's employees that have influence over the selection of contractors or suppliers may not accept any gifts or benefits from contractors and offerors involved in any ongoing or planned contracts or tender proceedings.

III. Avoidance of conflicts of interest

The Contractor shall avoid forming any relations with any persons employed by PURO Group that could affect the business relationship between the Contractor and PURO or run counter to the PURO employees' obligation to act in the best interests of PURO. The Contractor shall disclose any conflicts of interest occurring in its relationship with PURO, as well as any situations giving the impression of such a conflict.

IV. Respect for human rights and decent working conditions

The Contractor shall respect human rights, including those set out in the International Charter of Human Rights, the United Nations (UN) Guiding Principles on Business and Human Rights and the principles set out in the ILO Declaration on Fundamental Principles and Rights at Work.

i. Non-discrimination, freedom of association

The Contractor shall treat its associates with respect, dignity and fairness and shall not allow any discrimination related to employment, remuneration, and working conditions, in particular on the basis of sex, gender identity, age, religion, marital status, sexual orientation, disability, political beliefs, nationality, ethnicity or any other characteristics not relating to the person's qualifications and job-specific requirements. The Contractor shall respect its employees' right to exercise their freedom of association. Employees shall not be discriminated against or intimidated because of their membership in a trade union organisation.



ii. **Prohibition of child labour, forced labour and human trafficking**

The Contractor shall comply with labour legislation and refrain from employing workers younger than 15. No adolescent worker shall perform physically, mentally, socially or morally harmful or dangerous work for the Contractor; the work shall not interfere with the adolescent's schooling or deprive them of the opportunity to attend school. Under no circumstances may the Contractor use forced labour or enter into a business relationship with contractors or suppliers who use child or forced labour. PURO does not permit any mental or physical coercion, slavery or human trafficking and takes special care to identify this type of abuse in its commercial environment, including on the premises operated by PURO Group.

iii. **Occupational health and safety**

The Contractor shall provide a safe and healthy working environment for its employees, in line with all applicable regulations. Employees shall be provided with appropriate health and safety equipment and safety information, as well as knowledge of the rules of preparedness and actions to be taken in case of danger and emergency situations. No person performing work for PURO Group may work while under the influence of alcohol or any substances that have similar effect. The Contractor shall take all necessary preventive measures, in accordance with due diligence and the precautionary principle, to eliminate health and safety risks.

V. **Environmental protection**

The Contractor shall, to the best of its ability, endeavour to minimise the negative impact of its activities on the environment. The Contractor shall comply with all applicable environmental laws and regulations. The Contractor shall strive to reduce the carbon footprint of its operations through such measures as improving energy efficiency, sourcing renewable energy and reducing and recycling waste. The Contractor shall take all necessary preventive measures, in accordance with due diligence and the precautionary principle, to eliminate any risk of its activities exerting a negative impact on the environment.

VI. **Protection of copyright, industrial property rights, and confidentiality**

The Contractor shall comply with applicable provisions of the copyright, industrial, and intellectual property laws.

The Contractor acknowledges that the PURO logo is protected under the industrial property law and may not be used without prior consent of PURO.

The Contractor agrees to maintain confidentiality and not to disclose the fact of its cooperation with PURO or any information obtained about PURO Group in connection with said cooperation to any third parties without prior written consent of PURO.

VII. **Monitoring and reporting violations**

Any situation giving rise to any doubts related to a violation of the rules described herein should be reported to PURO. After all, any unreported incident can seriously damage the business environment in which we all operate on a daily basis. If the Contractor becomes aware of any of its associates or PURO's associates violating the Code, it shall immediately notify PURO by contacting PURO by e-mail at: etyka@purohotel.pl.

Upon PURO's request, the Contractor shall provide access to all information and documents necessary to confirm the Contractor's compliance with the principles set forth in the Code and verify any violations reported to PURO. If, in PURO's reasonable opinion, the Contractor, including any of its associates, has committed a material breach of the Code, PURO is entitled to terminate its relationship with the Contractor with immediate effect.

VIII. **Application of the Code of Conduct**

By entering into a business relationship with PURO, the Contractor confirms that both the Contractor itself and its affiliated or related entities (personally or by means of equity) shall comply with the principles set out in the Code of Conduct. The Contractor shall exercise due care to ensure that the Code is applied by its employees, subcontractors and any other contractors in its business environment.