

SUPPLIER CODE OF CONDUCT

Approved by the executive committee on 19 November 2025

Dear business partner,

As a responsible company in search of excellence and meaningful impact, D'leteren Group seeks to promote environmental, ethical, and social values in its operations and contribute to the development of a just, inclusive, and sustainable environment.

This Supplier Code of Conduct sets minimum standards in selected areas which we expect all of our suppliers and subcontractors to adhere to, both in their in-house practices and their relations with D'leteren Group and third parties, in line with the United Nations' Sustainable Development Goals¹.

I thank you in advance for your commitment and I trust that this Supplier Code of Conduct will serve as a guide for us all.

Sincerely,

Francis Deprez

CEO

¹ <https://www.un.org/sustainabledevelopment/sustainable-development-goals/>

PRINCIPLES GOVERNING ETHICS AND SUSTAINABILITY

D'leteren Group expects its partners to comply with all laws and regulations in force where they conduct their business and to adhere to the standards set out in this Code of Conduct, which draw inspiration from various sources, including the Ten Principles of the UN Global Compact.²

We expect our partners to minimise their environmental footprint, ensure the health and safety of their employees, pay their staff fairly and act with integrity in their work.

D'leteren Group also expects its partners to apply these or equivalent standards in their own supply chain.

D'leteren Group is committed to conducting its business with the utmost integrity in accordance with the ethics and compliance principles set out in its Code of Conduct.³ These principles also apply to how D'leteren Group selects its suppliers and subcontractors and how it handles dealings with them. We believe the following principles to be particularly important.

1. LABOUR STANDARDS

D'leteren Group's suppliers and subcontractors shall abide by the following principles in particular :

- Elimination of all forms of illegal, forced or compulsory labour.
- Elimination of child labour : D'leteren Group's suppliers and subcontractors shall refrain from employing anyone who is under the minimum statutory working age and shall under no circumstances tolerate child labour, except as part of a government-approved youth training scheme.
- Elimination of discrimination of any kind in respect of employment and professional activity.
- Compliance with applicable laws and regulations concerning the maximum number of working hours and the minimum number of days of rest.
- Compliance with applicable laws and regulations concerning the minimum wage.
- Respect for freedom of association of their employees, in compliance with the applicable legal provisions.
- Respect for the health of their staff, their own subcontractors, local communities and users of their products.
- Respect for high standards of occupational health and safety when working on D'leteren Group's site and elsewhere. Each individual supplier and subcontractor is responsible for reporting any non-conformities to D'leteren Group.

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

³ <https://dieterengroup.imgix.net/documents/legal/DIG-Code-of-Conduct-Whistleblowing-Policy-Final-EN.pdf>

2. ENVIRONMENT

Although the environmental impact of D'leteren Group is mainly related to its portfolio companies, the Group has committed to reduce its own footprint by setting a Science Based Target, thereby contributing to the Paris Agreement's goal of limiting global warming to 1.5° Celsius above pre-industrial levels. In line with this engagement, the Group will reduce its absolute scope 1 and scope 2 GHG emissions by 30% by 2027 from a 2021 base year.

D'leteren Group's broader environmental approach and the values that govern it are formalized in the Group's Environmental Policy.⁴

3. PREVENTING CORRUPTION

D'leteren Group bases its relations on trust, transparency and a mutual understanding that any form of corruption – whether there is active or passive involvement, direct involvement or involvement through intermediaries (e.g. commercial agents) – is unacceptable. No bribery, unlawful commissions or other form of retribution may be used to influence any decision, contract or deal.

D'leteren Group does not engage in, facilitate, support or tolerate any money laundering, trade in illegal goods and services or tax avoidance.

4. GIFTS AND INVITATIONS

In accordance with our Code of Conduct, our employees are required to reject any gifts, favours or invitations that are not of a reasonable, modest or symbolic value and that are not offered in a casual and transparent fashion.

In case of any doubt with regard to the acceptability of a gift or invitation involving D'leteren Group, the supplier or subcontractor in question shall contact the Chief Legal Officer of D'leteren Group.

5. CONFLICTS OF INTEREST

A conflict of interest arises when private interests are in conflict (or appear to be in conflict) with business interests or when there is a conflict between interests in other businesses. A conflict of interest might arise even if no financial consequences are involved.

Suppliers and subcontractors shall make business decisions as objectively as possible and in the sole interest of the company, rather than on the basis of their personal interests or those of their family or friends, or for any other reason that creates a conflict that might affect the objectivity of any party. Any parties with a potential conflict of interest shall

⁴ <https://dieterengroup.imgix.net/documents/policies/Environmental-Policy-EN.pdf>

disclose to DIG such conflict and shall be removed from the decision-making process and replaced to ensure the integrity thereof.

D'Ieteren Group staff are also encouraged to inform the Chief Legal Officer of any relationship they might have with a supplier or subcontractor, and vice versa, regardless of whether the latter is already in contact with D'Ieteren Group or whether they are a potential partner.

6. FAIR COMPETITION

Competition law is designed to ensure that companies operate fairly and independently on the relevant market. Suppliers and subcontractors are not allowed to enter into any agreement (even a tacit understanding) with their current or potential competitors with the aim or effect of fixing prices, distorting a tender process, sharing a market or customers, limiting production or boycotting a customer or supplier. They are also required to refrain from disclosing non- public commercially sensitive or strategic information to competitors.

7. DATAPROTECTION

All suppliers and subcontractors undertake to collect and process personal data in accordance with D'Ieteren Group's policy, the legislation in force and the regulations applicable to the processing of such data (e.g. the European Union's General Data Protection Regulation (GDPR)), more specifically with regard to ensuring the security, confidentiality and legality of such processing and keeping said processing to a minimum. Suppliers and subcontractors processing personal data for or on behalf of D'Ieteren Group also undertake to meticulously follow D'Ieteren Group's instructions in this respect and to enter into a contract setting out their responsibilities and duties to ensure compliant processing.

8. PROTECTION OF D'IETEREN GROUP'S DATA AND RESOURCES

Any supplier or subcontractor having access to confidential data belonging to D'Ieteren Group or its know-how or assets and resources (e.g. equipment, IT assets, databases, fleet of vehicles) acknowledges that such data, know-how or assets and resources are the sole property of D'Ieteren Group and undertakes to refrain from the disclosure, transfer or use thereof that is not strictly necessary or expressly authorised under the cooperation between them and D'Ieteren Group.

EFFECTIVENESS

By entering into a contract with D'leteren Group, you undertake to ensure the effectiveness of your ethical and compliance commitments in practice, at all levels, and to actively and proactively cooperate with D'leteren Group in the event of any risks or breaches.

To this end, you commit in particular to the following:

- **Training and raising the awareness** of your teams regarding the principles of integrity to ensure compliance with such principles, including those featured in D'leteren Group's Code of Conduct.
- Taking any reasonable measures to **prevent, detect and remedy** breaches or suspected breaches.
- **Notifying** D'leteren Group immediately of any identified risks or breaches in respect of your activities relating to D'leteren Group.
- Agreeing to **integrity checks** conducted by D'leteren Group to ensure that its partners are abiding by its ethical and compliance principles.

Unless provided otherwise in writing between D'leteren Group and the supplier, in case of violation of the principles of this Supplier Code of Conduct by a supplier or subcontractor or any person under their authority, D'leteren Group may decide to suspend or terminate the business relationship, in whole or in part, in case of non-remediation by the partner concerned within 30 (thirty) calendar days from the notification of the violation. In the event of a serious breach that might affect D'leteren Group directly, the partner in question shall face immediate suspension or termination without notice, without being due any compensation or recourse and notwithstanding any provision to the contrary.

Name of the supplier or subcontractor:

.....

Authorised signatory:

.....

Position:

.....

Email address:

.....

Date:

.....

Signature:

.....