

CODE OF CONDUCT FOR BUSINESS PARTNERS

PINOY 385 d.o.o., in cooperation with business partners and suppliers, attaches great importance to social and environmental sustainability. The code of conduct for business partners in this regard outlines the basic principles for cooperation.

1. Purpose and Application

This code of conduct for business partners (hereinafter: the code) forms an integral part of the cooperation agreement between PINOY 385 d.o.o. (hereinafter: the agency) and the business partner (hereinafter: the partner).

The code defines the ethical, legal, and professional standards that the partner undertakes to respect during cooperation with the agency.

The code is based on the national regulations of the Republic of Croatia, as well as on international principles and standards of responsible business conduct, including, but not limited to:

- Fundamental conventions of the International Labour Organization (ILO),
- Universal Declaration of Human Rights of the United Nations (UN),
- OECD Guidelines for multinational enterprises,
- UN Global Compact,
- UN Guiding Principles on Business and Human Rights (UNGPS).
- Charter of Fundamental Rights of the European Union

National and other relevant laws and regulations in force in the countries in which business activities are carried out, and the principles set out in this code of conduct, are binding. Of all the applicable regulations, the one that is most appropriate to achieve the protective purpose is always relevant.

Terms used in this code that have a gender meaning are used neutrally and refer equally to both male and female genders.

2. Legality Of Business Operations

The partner undertakes to:

- operate in accordance with all applicable laws and regulations of the Republic of Croatia and, where applicable, the regulations of other countries in which it operates,
- document all recruitment-related costs in a transparent manner (cost transparency),
- ensure that all subcontractors comply with this Code of Conduct and all related requirements,
- comply with all laws relating to employment, occupational safety, labor rights, protection of personal data, prevention of discrimination, and the fight against corruption,
- not participate in any forms of illegal employment mediation, human trafficking, or exploitation of workers
- protect the rights of migrant workers, including their freedom of movement and unrestricted access to their personal documents,
- maintain records of workplace injuries and near-miss incidents,
- provide workers with access to a grievance mechanism without any risk of retaliation,
- refrain from recruiting workers to replace striking employees,
- ensure that workers receive an employment contract written in a language they understand and that they receive a copy before commencing work,
- not charge workers any recruitment or administrative fees that are not legally permitted,
- not withhold workers' passports or personal identification documents,
- act honestly, transparently, and in good faith in all business relations with the agency, candidates, and third parties,
- refrain from participating in money laundering activities,
- maintain an effective whistleblower protection system,
- avoid conflicts of interest and immediately inform the agency if they arise,
- not offer, receive, or indirectly facilitate any forms of bribes, gifts, compensation, or benefits to gain an unfair business advantage,
- maintain the reputation and trust of the agency and its clients.

Anti-bribery, anti-corruption, and gifts policy

Prohibition of bribery and corruption

The Partner confirms and warrants that it will not, directly or indirectly, offer, give, solicit, or receive any bribes, benefits, or any unfair advantages to influence business decisions or gain an improper advantage in business dealings. This obligation applies to all employees, representatives, and subcontractors of the partner.

Gifts and hospitality policy

Acceptance or giving of gifts, invitations to events, services, or other forms of courtesy to Agency's employees is permitted only if they are:

- Symbolic and modest,
- Transparently documented,
- In compliance with applicable laws and ethical standards, and
- Without influencing professional decisions or creating a conflict of interest.

Gifts and entertainment must be reasonable, appropriate, and support the Agency's legitimate business interests. Agency employees must respect the Partner's policies regarding the acceptance of gifts and benefits.

Reporting and consequences

The business partner is obliged to immediately report any suspicion of corruption, bribery, or misuse of gifts to the appropriate authorities. Failure to comply with this clause shall be considered a material breach of contractual obligations and may result in contract termination, legal sanctions, and other liabilities under applicable law.

3. Ethical conduct and integrity

The partner undertakes to ensure that all workers and candidates are treated with dignity, respect, and equal opportunities and that they are guaranteed the following rights:

Prohibition of discrimination

Workers and candidates must not be discriminated against on any grounds, including sex, age, race, colour, language, religion, nationality, ethnic origin, political opinion, marital or family status, disability, sexual orientation, gender identity, or any other personal circumstance. Equal opportunities for women and men will be ensured in all aspects of education and personal and professional development.

Prohibition of forced and child labor

The partner must not use forced, compulsory, bonded, or child labor, in accordance with ILO conventions nos. 29, 105, 138, and 182. The partner will respect national regulations and international standards for the protection of minors. minors must not perform night work except in the manner and to the extent permitted by local regulations.

Freedom of association and collective bargaining

Workers must be allowed to freely associate and bargain collectively in accordance with local laws and international standards (ILO Conventions nos. 87 and 98). In no case may punitive measures be applied for the exercise of these rights.

Wages and benefits

The partner must pay workers wages at least in accordance with applicable laws, collective agreements, or sector standards of its business, whichever is more favourable to the worker.

Wages must be paid on time, transparently, and in full, without unlawful deductions or withholdings.

Deductions from wages in kind are only permitted to a certain extent and in an amount proportional to the value of the wages in kind. the partner pays statutory social benefits and benefits to which employees are entitled under national legislation (e.g., contributions to compulsory insurance, paid annual leave, etc.).

Obligations arising from the employment relationship must be set out in writing and handed over to the employee in the form of an employment contract. the business partner will not, in principle, withhold funds for the loan of work equipment.

Fair treatment

The partner will, in principle, not use forced or prisoner labor and will make efforts to ensure that there is no harsh or inhuman treatment in the workplace. this includes, in particular, sexual harassment, physical punishment, psychological and physical coercion, and verbal abuse of employees. employees may not be threatened with such behavior.

The partner shall not charge any recruitment fees to candidates or employees, unless expressly permitted by law.

Working hours and holidays

The partner shall ensure that employees are entitled to daily, weekly, and annual rest periods in accordance with regulations; that working hours, overtime, and holidays are scheduled, organized, and paid in accordance with law or applicable internal regulations, and that the total duration of work does not exceed the limits permitted by law.

Health and Safety at Work

The partner shall ensure a safe and healthy working environment, take preventive measures for occupational safety, and educate employees on safety rules and procedures.

Workplaces and work equipment must comply with applicable laws and regulations. any violation of fundamental human rights in the workplace and in work facilities is prohibited.

Minors should not be exposed to dangerous, unsafe, or unhealthy conditions that endanger their health and development. employees must receive regular training on health and safety at work. workplaces must be kept clean.

If the partner provides accommodation for employees, such accommodation must meet the requirements of adequate accommodation at least in accordance with applicable national regulations.

The partner must appoint an employee health and safety representative who will be responsible for the implementation of health and safety standards and their compliance in the workplace.

Protection of Personal Data

The partner must comply with applicable data protection regulations, including the General Data Protection Regulation (GDPR), and ensure the confidentiality of all personal and business information of candidates and employees.

Disciplinary measures

The partner will take disciplinary measures against employees in accordance with national legislation and the internationally recognised human rights framework. inappropriate disciplinary measures, such as withholding wages and contributions to compulsory insurance, withholding documents (e.g., identity documents), and prohibiting them from leaving the workplace, must not be taken.

The partner will respect the right of its employees to resign.

4. Environmental protection

The partner shall comply with applicable environmental protection laws and regulations.

The partner's work must meet the requirements of waste, emission protection, and water protection legislation.

The partner must comply with all regulations relating to hazardous substances. this applies in particular to the storage, handling, and disposal of hazardous substances. employees must be trained in the handling of hazardous materials and substances.

Environmental impacts must be avoided or at least reduced if this can be achieved by appropriate means.

the partner shall, within the framework of its business activities, make appropriate efforts to protect the environment and climate and promote biodiversity, and shall strive to continuously improve the level of protection by permanently reducing the consumption of resources and the amount of waste generated.

5. Confidentiality and Protection of Information

The partner undertakes to:

- keep all business, personal, and technical information obtained during cooperation with the agency,
- use it exclusively for the contracted cooperation,
- not disclose it to third parties without the prior written consent of the agency.

6. Monitoring and Compliance

The agency reserves the right to:

- request documentation or information from the partner to verify compliance with this code,
- monitor or audit the partner's actions if there is a justified suspicion of a violation of the code.

The partner will enable verification of compliance with the code of conduct. for this purpose, upon request, it provides information in written form and provides access to the necessary documentation and on-site verification of its organization. third parties (e.g., auditors) may be authorized to carry out the verification.

Upon request, the partner requests from the subcontractors employed for the provision of services the assignment of appropriate rights to check.

Subcontractors employed by the partner to provide its services must adhere to standards corresponding to this code of conduct. the partner is obliged to inform them about the contents of this code and to demand the fulfillment of the requirements and standards specified in the code.

If the Partner learns that there is evidence indicating a significant violation of the provisions of this code of conduct, he is obliged to report it to the Agency without delay. the Partner has the obligation to provide information on violations in writing upon request. the information must contain a detailed description of the violation and the participants, and the resulting and possible consequences of the violation (e.g., official measures). the Partner shall cooperate in the implementation of investigative measures in connection with the violation. the notification shall be made while protecting the legitimate interests of the partner and taking into account the rights of employees, in particular data protection and the protection of trade secrets. this also applies to violations committed by subcontractors of the business partner.

The Partner undertakes to establish an internal system for reporting violations of these standards; employees who make reports may not be subject to disciplinary measures or discriminated against for this reason.

In the event of a breach of the provisions and obligations set out in this code, the agency may:

- Request the correction of the irregularity or violation within a specified appropriate period or, if this is not possible due to the nature of the irregularity or violation, issue a warning,
- Temporarily suspend cooperation until the irregularity or violation is eliminated,
- In the event of failure to eliminate serious irregularities or violations, or in the event of repetition of irregularities or violations, terminate the cooperation agreement without notice and retain the right to compensation for damages.

7. Entry into force

This code shall enter into force on the date of signing the Agreement and shall be valid for the entire duration of the business relationship between the Agency and the Partner.

By signing the Agreement, the Partner confirms that he is familiar with this Code, that the Partner understands it, and that the Partner will act in accordance with it.