

## CODE OF CONDUCT FOR SUPPLIERS

### 1. Preamble

At PPA S.A. (hereinafter the “PPA” or the “Company”), we consider that long-term business development is inextricably linked with integrity, transparency and respect for society, the environment and institutions. The Company recognizes that the responsible operation of the supply chain constitutes a fundamental component of corporate governance and an essential prerequisite for safeguarding and strengthening the trust of all stakeholders.

In this context, PPA is committed to operate in accordance with legality, the principles of professional ethics and internationally recognized standards of sustainable development, seeking to minimize its environmental footprint, protect human rights, promote health and safety at work, as well as contribute to social and economic progress.

This Supplier Code of Conduct (hereinafter the “Code”) sets out the fundamental principles, values and minimum standards of conduct that the Company expects all suppliers, contractors, subcontractors, assignees, service providers, as well as their servants (hereinafter collectively the “Suppliers”) to observe. Suppliers are required to systematically and effectively implement these principles throughout the entire supply chain, regardless of their country of origin and/or operation.

The explicit acceptance of and continuous compliance with the principles of this Code constitutes a necessary condition for the initiation and maintenance of any business relationship with the Company, ensuring that our supply chain operates responsibly, transparently and in full alignment with the standards of ethical and professional conduct that we apply.

Through this Code, the Company aims to build long-term relationships of trust, based on transparency, mutual respect and accountability. We believe that only through responsible partnerships can we create sustainable value for all stakeholders and contribute positively to the society and environment in which we operate.

## 2. Purpose and Scope of Application

This Code aims to establish a binding framework of principles and rules that ensure compliance with legality, transparency, integrity and responsible business conduct at every stage of the Company's contractual and transactional relationship with the Suppliers. In particular, its purpose is the prevention, deterrence and suppression of acts or practices that constitute or may constitute corruption, bribery, fraud or any other form of unfair or unlawful conduct, the safeguarding of respect for and protection of fundamental human and labor rights, as well as the establishment of working conditions that meet standards of safety, health and dignity.

Furthermore, it seeks to strengthen environmental responsibility and the principle of sustainable development throughout the supply chain, as well as the systematic identification, assessment, monitoring, and mitigation of legal, regulatory, operational risks and/or reputational risks that may arise from the activities of the Suppliers and/or their servants.

The Code is approved and enters into force following a decision of the competent corporate body and is binding upon all suppliers of goods and services, contractors, subcontractors, assignees, service providers, as well as their servants.

Acceptance of this Code constitutes an essential condition for the conclusion, performance, and continuation of any cooperation with the Company and forms an integral part of the relevant contractual obligations of the contracting parties.

## 3. Compliance with the Applicable Legal and Regulatory Framework

Suppliers are required to fully comply with the applicable national and EU legislative and regulatory framework, as well as with their contractual obligations towards the Company.

In particular, Suppliers shall:

(a) Comply with all applicable laws and regulations related to their operations, including, indicatively and not restrictively, labour and social security legislation, commercial legislation, tax legislation, environmental legislation and legislation on occupational health and safety.

(b) Ensure that they hold all required licenses, approvals, certifications and registrations that may be necessary, as the case may be, for the lawful conduct of their activities.

- (c) Comply with legislation on the protection of personal data, including the General Data Protection Regulation (GDPR), where applicable and in force.
- (d) Respect the rules of free and fair competition and comply with the applicable legislation, avoiding practices that restrict or distort free competition.
- (e) Comply with the applicable legislation against corruption, bribery and money laundering, where applicable and in force.
- (f) Comply with the applicable legislation concerning economic, commercial and financial sanctions, regulations, economic blockades (embargoes), or restrictive measures that are imposed, as well as all trade control laws and regulations issued or enforced by the governments of the United Kingdom, the European Union, the United States of America and any other relevant country.
- (g) Systematically monitor developments in the regulatory framework that concerns them and timely adapt their procedures and practices so as to ensure continuous compliance.
- (h) Fully comply with the internal Regulations, Codes, Policies and Procedures issued and put into effect by the Company, to the extent that they concern them, relate to the performance of their contractual obligations and published on the Company's website.

#### **4. Environmental Responsibility**

The Company conducts its activities with respect for the environment and promotes the principles of sustainable development throughout its supply chain. Within this framework, Suppliers are required to operate in an environmentally responsible manner, not to cause unjustified environmental burden and to fully comply with the applicable national, EU and international legislative and regulatory framework on environmental protection.

In particular, Suppliers are required to:

- (a) Comply with all applicable environmental laws, regulations, administrative acts and internationally recognised standards concerning, in particular, the management of all types of waste, air emissions, the handling and management of hazardous substances, the protection of water and soil, pollution prevention, as well as energy efficiency.

- (b) Maintain in force all required licenses, approvals and certifications related to the environmental aspects of their activities.
- (c) Implement an environmental management system, based on international standards aimed at identifying, controlling and mitigating significant environmental impacts.
- (d) Take appropriate measures to reduce their environmental footprint, through the rational use of natural resources, energy and water conservation, minimisation of waste and enhancement of the reuse and recycling of materials.
- (e) Adopt the principle of prevention and, where required, carry out environmental risk assessments.
- (f) Ensure that their subcontractors and other partners comply with equivalent environmental obligations for the proper functioning of the supply chain.

Suppliers are required to promptly inform the Company of any serious environmental incident, administrative sanction or material breach of environmental legislation that may affect their contractual relationship.

## **5. Human Rights and Practices Ensuring Fair Working Conditions**

The protection of human rights constitutes a fundamental principle of PPA, and Suppliers shall align their activities with this principle. Suppliers are required to comply with the applicable national, EU and international law concerning human rights and to adopt practices and procedures that ensure their respect and promotion across the full scope of their operations.

In this context, Suppliers undertake to ensure that all employees have access to fair, safe and decent working conditions, implementing all required technical and organizational measures in accordance with the applicable legislation and international health and safety standards. Any form of child labour, forced or compulsory labour, human trafficking, as well as any practice that restricts or violates the fundamental rights and freedoms of employees, is strictly prohibited.

Suppliers are required to ensure equal, fair and non-discriminatory treatment for all employees, providing them with equal opportunities regardless of race, gender, age, nationality, religion, disability, sexual orientation or any other characteristic protected by law, in all aspects of employment, including the recruitment process, professional advancement, compensation, working hours, training and development.

Furthermore, Suppliers are required to respect employees' right to freedom of association and participation in collective bargaining, as well as provide appropriate and accessible mechanisms for reporting potential violations without fear of retaliation or adverse treatment. Suppliers are required to implement effective monitoring and control systems to ensure compliance with the above obligations and fully cooperate with PPA in any relevant evaluation process.

## 6. Combating Corruption, Bribery or Other Illegal or Unfair Practices

The Company applies a **zero-tolerance** approach to matters of corruption, bribery or other illegal or unfair practices. In this context, Suppliers undertake to ensure and uphold the highest possible standards of integrity in all their business transactions. To this end, they must establish and implement procedures and systems for the prevention, deterrence and management of situations of bribery, corruption, fraud and abuse within the framework of their activities, aligned with internationally recognized standards and adapted to the size, nature and complexity of their activities.

Suppliers are required to refrain entirely from any form of corruption, bribery or other illegal or unfair practice, as well as from any action or conduct that may be perceived or interpreted as such. They shall not offer, promise, provide or grant, directly or indirectly, any benefit<sup>1</sup>, provision or consideration, of a monetary or non-monetary nature, for their own benefit or for the benefit of third parties, to domestic or foreign public officials or employees, representatives or officers of public or international organizations, as well as persons holding positions of

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<sup>1</sup>The term "benefit" includes, indicatively and not restrictively, monetary amounts, gifts, donations, provision of services, hospitality, invitations to meals, travel, events, or other benefits, regardless of value, insofar as they may influence or create the impression of influencing the objective and impartial performance of duties.

responsibility for decision-making in the private sector, with the purpose of securing preferential treatment, favourable decision or any other undue business advantage.

Suppliers shall not seek or accept benefits, where the circumstances create or may create the impression that such benefits may influence their business decisions or compromise their independence and impartiality. Furthermore, Suppliers shall promptly inform the Company in the event that they are offered benefits in the context of or on the occasion of business activities related to the Company.

## **7. Free Competition**

The Company promotes free and fair competition as a fundamental principle of its business activity and sustainable development. Suppliers undertake to fully comply with the applicable national and EU competition law, as well as with any other applicable legislative and regulatory provision governing the functioning of the market and the conduct of business activity, and not to adopt unfair commercial practices that may distort free and undistorted competition.

Suppliers are required to avoid any action or conduct that could obstruct or restrict the legitimate business activity of third parties, particularly in the context of transactions carried out on behalf of PPA.

## **8. Management of Conflict of Interest Situations**

Suppliers are required to promptly notify PPA of any existing or potential conflict of interest that may affect the impartiality and integrity of their transactions with the Company. Furthermore, they shall take in a timely manner all necessary and appropriate measures for the prevention, limitation and avoidance of conflict of interest situations, ensuring compliance with the provisions set out in this Code.

## **9. Protection of Personal Data**

PPA recognizes the protection of personal data as a fundamental obligation of regulatory compliance and corporate governance and expects its Suppliers to ensure full, continuous

and documented compliance with the applicable national and EU regulatory framework in force, including the General Data Protection Regulation (GDPR), as well as any applicable legislative or regulatory act issued by the competent supervisory authority.

Suppliers are required to adopt appropriate technical and organizational measures in order to ensure the lawful, secure and transparent processing of personal data, as well as the unhindered exercise of the rights of data subjects.

Furthermore, Suppliers shall notify the Company, without undue delay, of any personal data breach incidents that concern it.

#### **10. Mechanisms for Reporting Violations of the Code to PPA S.A.**

The Company treats its cooperation with its suppliers as a relationship of mutual responsibility and benefit, founded on the principles of transparency, reliability and professional integrity. Full and strict compliance with this Code constitutes a fundamental prerequisite for ensuring the trust, integrity and sustainability of our partnerships.

Any violation of the applicable legislation or of the above obligations may result in serious consequences for our cooperation and the broader business relationship. Suppliers undertake to immediately inform the Company when they become aware of an established or suspected violation or failure to comply by themselves and/or any of their subcontractors with the obligations arising from the Code. Such information should also include the corrective measures that have already been taken or will be taken in order to restore compliance. The Company reserves the right to take any necessary and appropriate action to implement corrective measures, including the suspension and/or termination of the cooperation, where deemed necessary.

PPA, following best practices in the management of complaints and potential violations of rights and obligations, provides the following communication channels:

	<b><i>SUBJECT</i></b>	<b><i>COMMUNICATION CHANNELS</i></b>
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1.	<b>Violence &amp; Harassment at workplace</b>	<ul style="list-style-type: none"> <li>- <a href="mailto:odk@olp.gr">odk@olp.gr</a></li> <li>- In person</li> <li>- Via Post (Named or Anonymously)</li> </ul>
2.	<b>Whistleblowing</b>	<ul style="list-style-type: none"> <li>- <a href="mailto:whistleblowing@olp.gr">whistleblowing@olp.gr</a></li> <li>- Relevant boxes</li> <li>- Via Post (Named or Anonymously)</li> </ul>
3.	<b>Client Service</b>	<ul style="list-style-type: none"> <li>- <a href="mailto:clientservice@olp.gr">clientservice@olp.gr</a></li> </ul>

### 11. Validity – Evaluation – Revision

This Code enters into force following a decision of the competent corporate body and is published on the Company’s website.

The Code shall be reviewed annually by the Procurement Department and Regulatory Compliance Unit of PPA and shall be revised, where deemed necessary, by the competent corporate body in order to reflect any changes in the regulatory framework

<b>PPA’S SA CODE OF CONDUCT FOR SUPPLIERS</b>	
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