

AB AKOLA GROUP

GROUP POLICY ON HUMAN RIGHTS, PREVENTION OF CHILD LABOUR AND FORCED LABOUR

1. GENERAL PROVISIONS

- 1.1. The Group Policy on Human Rights, Prevention of Child Labour and Forced Labour ("**Policy**") of **AB Akola Group**, legal entity's code 148030011, registered office at Subačiaus St. 5, Vilnius, the Republic of Lithuania, sets out the principles for the promotion, implementation and enforcement of human rights and the key measures for the implementation of these principles in the company and in the companies controlled by it ("**Group**" and each of the companies individually – "**Company**").
- 1.2. The Group respects human rights and seeks to prevent human rights abuses. The Group seeks to create benefits for its clients, employees, society and other stakeholders and places particular emphasis on fair business practices, decent working conditions and compliance with the most important international human rights principles in all its activities.
- 1.3. The Policy has been prepared in accordance with the Charter of Fundamental Rights of the European Union, the Convention for the Protection of Human Rights and Fundamental Freedoms, the International Covenant on Civil and Political Rights, the Universal Declaration of Human Rights, the Resolution of the Government of the Republic of Lithuania on Approval of the Description of the Procedure for Hiring of Persons under Eighteen Years of Age, their Health Assessment, and the Establishment of their Possibilities to do Particular Work, and of their Working Time, as well as the List of Work that they are Prohibited from Doing, and Factors Harmful and Hazardous to their Health, the Convention on the Protection of the Rights of the Child and the Convention on the Protection of the Rights of the Child, the Forced Labour Convention No. 29, and other international and Lithuanian legislation.

2. PROTECTION OF HUMAN RIGHTS

- 2.1. The Group recognises the inherent human rights enshrined in the legislation referred to in paragraph 1.3 of the Policy ("**Human Rights**"). The principles of the protection of Human Rights shall be applied and enforced in all areas of activity.
- 2.2. The Group's activities shall be based on the principle of respect for Human Rights, recognising the ubiquity, universality and indivisibility of Human Rights, and shall ensure that the Group's activities do not directly or indirectly violate Human Rights.
- 2.3. Public ridicule, stigmatisation, incitement to hatred or incitement to discrimination against a group of people or a person belonging to a group of people on the grounds of age, gender, sexual orientation, disability, race, skin colour, nationality, language, descent, ethnic origin, social status, religion, beliefs or opinions, as well as incitement to violence or to physical abuse against a group of people or a person on the basis of the grounds of the above, is not tolerated.
- 2.4. The Group complies with all relevant international legal obligations and all relevant national legal obligations relating to Human Rights.
- 2.5. The Group shall ensure that it does not restrict Human Rights of an individual on the basis of any distinction such as race, skin colour, gender, language, religion, political or other beliefs, national or social origin, property, birth or other status. Furthermore, the Group undertakes not to restrict Human Rights on the basis of the political, legal or international status of the country or territory to which the individual belongs, whether independent, under its auspices, non-sovereign, or otherwise subject to any limitation of its sovereignty.

- 2.6. It is mandatory for the Group to uphold and promote the fundamental Human Rights of employees. The Group applies the following principles in designing working conditions:
- (a) child and forced labour of children under the age of 14 (fourteen) is prohibited;
 - (b) equal treatment of all employees and non-discrimination;
 - (c) ensuring occupational safety and health in the workplace;
 - (d) a guaranteed minimum wage in accordance with prevailing standards, with remuneration at least equal to that provided for by law;
 - (e) protection of personal data;
 - (f) the right of all employees to elect employees' representatives and to bargain collectively on working conditions;
 - (g) regulatory recognition.
- 2.7. The Group undertakes to avoid business relationships with partners, suppliers and contractors who do not adhere to the principles and core Human Rights standards set out in this Policy.
- 2.8. The Group promotes and supports equal rights and does not discriminate against the Group's employees and customers on the basis of their gender, race, nationality, citizenship, language, origin, social status, religion, belief, age, sexual orientation, disability, health, ethnicity, membership of a political party or association, marital status and any other personal characteristic which is not relevant to the performance of their duties.
- 2.9. If it is established that the Company's activities have caused a human rights violation, the Company undertakes to cooperate in remedying the situation.
- 2.10. The Company shall appoint a person by order to be responsible for implementing a fair and transparent complaints procedure and for keeping the Group informed about the implementation of the Policy ("**Representative**"). The order shall specify the name of the Representative and the means by which the Representative may be contacted. The Company shall make the order available to all employees.
- 2.11. Employees of the Company may contact the Representative at any time and have access to a fair and transparent complaints procedure.
- 2.12. In order to adequately protect the Human Rights of Employees, the Company shall conduct at least 1 (one) anonymous employee survey per year, initiated by the Representative.
- 2.13. The Representative agrees to provide information to AB Akola Group at least 1 (once) a year on the results of the survey referred to in paragraph 2.12 of the Policy and the implementation of the Policy by the Company.

3. RESTRICTIONS ON CHILD LABOUR

- 3.1. The Group complies with the prohibitions and restrictions on child labour set out in Lithuanian and international legislation.
- 3.2. A person under the age of 18 (eighteen) shall not be subjected to economic exploitation, i.e. any activity that seeks to take advantage of a person under the age of 18 (eighteen), his/her abilities, his/her activities, by means of unfair remuneration, coercion, deceit or any other violation of the rights of a person under the age of 18 (eighteen). The work to be provided to a person under the age of 18 (eighteen) must be safe, not endangering health, physical, mental, moral and social development, and not interfering with learning.
- 3.3. The Group undertakes to protect persons under the age of 18 (eighteen) from any specific risk to their safety, health or development which may arise from the lack of experience of persons under the age of 18 (eighteen), from the lack of knowledge of the nature of, or the potential for, the risk, or from the immaturity of persons under the age of 18 (eighteen).
- 3.4. In order to protect persons under the age of 18 (eighteen) from any of the specific risks set out in paragraph 3.3 of the Policy, persons under the age of 18 (eighteen) shall not be employed or given practical training in the performance of work if:
- (a) for objective reasons, they are not physically or psychologically able to carry out their work or practical training tasks;
 - (b) the work or practical training involves exposure to harmful agents, including toxic and carcinogenic

- agents, mutagenic agents, reproductive agents and agents which may in any other way have a lifelong effect on human health;
- (c) the work or practical training involving exposure to harmful radiation;
 - (d) the work or practical training involves risks of accidents which may be unrecognised or unavoidable due to a lack of attention to safety by persons under the age of 18 (eighteen), or lack of experience or training;
 - (e) the work or practical training involves risks to health due to extreme cold or heat, or noise, vibration, electromagnetic fields, ergonomic factors.
- 3.5. The Company shall, after assessing the occupational risks to a person under the age of 18 (eighteen), implement the measures necessary to ensure the safety and protection of health of a person under the age of 18 (eighteen). Occupational risks shall be assessed in accordance with the General Regulations on Occupational Risk Assessment approved by the Minister of Social Security and Labour and the Minister of Health. The assessment shall be carried out before the employer sends a person under the age of 18 (eighteen) for a health check-up, and after the employment of a person under the age of 18 (eighteen), in the event of a change in his/her working conditions. The assessment must take into account:
- (a) adapting and designing workplaces and workplace facilities;
 - (b) the nature, degree and duration of exposure to physical, biological and chemical agents;
 - (c) the form, variety, use and methods of use of the means of work, in particular materials, machinery, apparatus and appliances;
 - (d) the order and coordination of work processes and activities (work organisation);
 - (e) the level of training and instruction of persons under the age of 18 (eighteen).
- 3.6. The Company undertakes not to employ any person who is under the age of 14 (fourteen).
- 3.7. Children between the ages of 14 (fourteen) and 16 (sixteen) shall be allowed to work in light jobs which, due to the nature of the tasks involved and the conditions under which they are carried out, do not impair the children's safety, health, or development, and do not interfere with the children's attendance at school and compulsory education and vocational training programmes, or with the children's access to educational assistance.
- 3.8. The Company shall employ a child between the ages of 14 (fourteen) and 16 (sixteen) if he/she has received the written consent of one of the child's parents or the child's other legal representative regarding the child's employment, a medical certificate issued by a personal health care institution stating that the child is suitable for the work to be carried out in the particular job, and the written consent of the school for the employment of the child during the academic school year.
- 3.9. The Company is obliged to respond immediately to any case where it is found that a person employed by the Company does not comply with the requirements set out in the Policy. The Company shall act in the best interests of the child and shall immediately remove the child from employment.

4. FORCED LABOUR

- 4.1. The Group does not tolerate any work or service, including forced begging, which is forced upon a trafficked person against his/her will, i.e. by means of physical violence or threats or otherwise depriving him/her of the possibility of resisting, or by taking advantage of the victim's dependence or vulnerability, or by means of fraud, or by means of the acceptance or payment of money, or by the receipt of, or otherwise conferring of, a benefit on the person who has the victim under his/her *de facto* control ("**Forced Labour**").
- 4.2. The Group shall not, knowingly, directly or in the course of its business activities, engage in acts of human trafficking, forced labour, hereditary slavery or debt bondage. It is forbidden to deprive employees or trainees of their documents or to force employees or trainees to repay a debt through work (serfdom, contract slavery, forced labour in prison, modern slavery).
- 4.3. All employees of the Group, whether full-time or temporary, and trainees must have employment or traineeship contracts freely agreed and signed by the employee or trainee and the Company, or as provided for by legislation. Employees and trainees shall be free to terminate such contracts.
- 4.4. The Group will comply with all applicable legislation on working hours and overtime, as well as all applicable laws on wages and bonuses. The basic salary and allowances offered to employees shall be determined fairly and paid in a timely manner so as to ensure an adequate standard of living and

supplementary income for employees and their families. Contractual arrangements that may be detrimental to employees or deductions from wages as a punitive or disciplinary measure are not permitted (except for legitimate deductions in accordance with applicable law).

5. PROTECTION OF THE RIGHTS OF LOCAL COMMUNITIES AND END CONSUMERS

5.1. The Group respects and protects the rights of local communities and end consumers by ensuring that its activities do not adversely affect people's quality of life or health. Particular attention is given to:

5.1.1. Local communities – communities' rights to a healthy and safe environment are ensured, and their legitimate concerns regarding economic, social and cultural aspects are respected. Commercial activities within the Group must be conducted in a manner that minimises, to the greatest extent possible, adverse impacts (noise, odours, increased traffic, dust pollution and water consumption).

5.1.2. End consumers – the right to safe and high-quality food products that do not pose a risk to health is ensured. The Group is committed to complying with all applicable food safety and quality standards in order to protect consumers' health.

6. POLICY IMPLEMENTATION AND ENFORCEMENT MONITORING

6.1. The manager of the Company is responsible for familiarising employees with this Policy and for the implementation of this Policy.

6.2. In order to protect persons reporting violations of the Policy from any adverse consequences, the Company undertakes to ensure that reports of violations of the Policy are made and access to the mailbox is restricted to the Representative. The Representative undertakes not to disclose the identity of reporting persons to other employees of the Group or to other third parties, except as necessary to investigate the breach. Notwithstanding the foregoing, the Company undertakes to protect the reporting person from any adverse effects.

6.3. All reports of possible breaches of the Policy shall be duly investigated by the Representative within a period of 1 (one) month, which may be extended for a further period of 2 (two) months depending on the complexity of the report. The Representative shall inform the person who submitted the report of the extension.

6.4. The Representative undertakes:

- (a) in accordance with the principles of legality, impartiality and fairness, on the instructions of the manager of the Company or on his/her own initiative, carry out investigations, surveys of employees regarding the needs, well-being and microclimate of the employees of the Company or of the individual unit;
- (b) make proposals for the implementation of the provisions of this Policy in legislation adopted by the Group, and for preventive and educational activities;
- (c) at least 1 (one) time a year, report to the manager of the Company on the implementation of the Policy and at least 1 (one) time a year provide information to AB Akola Group on the results of the survey referred to in paragraph 2.12 of the Policy and the implementation of the Policy by the Company.

6.5. If the Representative has been contacted but has not taken any action within the time limit set out in paragraph 6.3 of the Policy, a person may report a breach of the Policy by filling in the form on the website of AB Akola Group www.akolagroup.it or by e-mail to law@akolagroup.it.

6.6. The person responsible for overseeing the implementation of the Policy within the Group shall be appointed by decision of the AB Akola Group manager.

6.7. Every employee of the Group shall have the right to comment and provide feedback on the Policy, its effectiveness and to make suggestions for amending or supplementing the Policy. Suggestions shall be made in person to AB Akola Group by e-mail to law@akolagroup.it.

7. FINAL PROVISIONS

7.1. The Policy shall enter into force on the date of its approval.

- 7.2. Each employee shall be made aware of the Policy in accordance with the procedures set out by the relevant Company.
- 7.3. Immediately after the approval of the Policy, the Policy is posted on the website www.akolagroup.lt and is available to Employees at any time there.
- 7.4. The Policy is binding on all employees of the Group, regardless of the duration of their employment. Each employee is personally responsible for compliance with the Policy.
- 7.5. An employee who violates this Policy may be subject to the liability provided for in this Policy, the Labour Code of the Republic of Lithuania and other legislation.