



VASTNED

Limited liability company

Public Regulated Real Estate Company under Belgian law

Generaal Lemestraat 61, 2018 Antwerp

Company number 0431.391.860 (RLE Antwerp, Antwerp division)

VAT: BE 0431.391.860

PREVENTION AND WELL-BEING REQUIREMENTS
CONTRACT WORK PERFORMED BY THIRD PARTIES

Approved by the Board of Directors on

19 february 2025

1. Introduction

Vastned ("**Vastned**" or the "**Company**") is a public regulated real estate company under Belgian law (Public RREC) (*openbare gereguleerde vastgoedvennootschap – Openbare GVV*) that has adopted the legal form of a limited liability company (*naamloze vennootschap*). The registered office of the Company is located at 2018 Antwerp, Generaal Lemanstraat 61. The Company is a "listed company" within the meaning of article 1:11 of the Belgian Companies and Associations Code ("**BCAC**") (*Wetboek van vennootschappen en verenigingen – WVV*), whose shares are listed on the regulated market of Euronext Brussels (VASTB) (and Euronext Amsterdam as a secondary listing).

Vastned was founded on 15 June 1987 and was granted the status of a real estate investment trust (*vastgoedbevak*) on 22 December 1998. Since 27 October 2014, the Company has the status of a public regulated real estate company under Belgian law, in accordance with the Act of 12 May 2014 on Regulated Real Estate Companies, as amended from time to time (the "**RREC Act**") (*Wet betreffende de Gereguleerde Vastgoedvennootschappen van 12 mei 2014*) and the Royal Decree of 13 July 2014 on Regulated Real Estate Companies, as amended from time to time (the "**RREC RD**") (*het Koninklijk Besluit van 13 juli 2014 met betrekking tot de Gereguleerde Vastgoedvennootschappen*), (hereinafter collectively referred to as the "**RREC legislation**").

On January 1st 2025 Vastned Retail N.V., listed company under Dutch law, merged with and into Vastned. The Vastned Group focuses on the best properties in the popular shopping areas of selected European cities with a historic city centre where shopping, living, working and leisure meet. The real estate clusters of the Vastned group have a strong tenant mix of international and national retailers, food & beverage entrepreneurs, residential tenants and office tenants.

Any contractor or service provider performing activities on behalf of Vastned shall at all times duly comply with all obligations under social law, as set out in Title 3.2 of the Supplier Code of Conduct. In addition, for all contracted works concerning "works to immovable property" within the meaning of Article 30bis, § 1, 1° of the Act of 27 June 1969 and carried out on behalf of Vastned, each contractor shall duly comply with all safety obligations set out below.

2. Prevention and well-being requirements

The contractor undertakes to carry out, and to procure the carrying out of, each assignment entrusted to it by Vastned in accordance with all mandatory provisions of the Well-being at Work Act of 4 August 1996 (*Welzijnswet van 4 augustus 1996*) and its implementing decrees, the Codex on Well-being at Work and the General Regulations for Labour Protection (*Algemeen Reglement voor Arbeidsbescherming*), in respect of all staff engaged directly or indirectly by the contractor for that purpose. For the purposes hereof, "staff" shall mean all employees, appointees or representatives of the contractor itself, as well as those of any subcontractors on whom the contractor relies directly or indirectly.

Accordingly, the contractor shall, inter alia, comply at all times with the following obligations (non-exhaustive):

(i) Use of qualified staff

The contractor shall ensure that, in the performance of the assignment(s) entrusted to it by Vastned, only properly instructed and trained staff are engaged at all times.

If, for the performance of the assignments, certain work equipment must be operated for which specific competences or training are required, the contractor shall ensure that such work equipment is used only by staff who actually possess the required competences and that, for such staff, all certificates prescribed by law evidencing the required competences can at all times be produced.

In any event, the contractor shall ensure that all staff at all times fully comply with all statutory requirements (including those further elaborated and laid down at sector level) relating to the completion and provision of basic safety training for temporary or mobile construction sites (in accordance with Articles 50bis to 50septies of the relevant Royal Decree of 7 April 2023).

(ii) Information obligation

The contractor shall ensure that all staff engaged in the services or works to be performed on behalf of Vastned are, for each assignment, adequately informed of all well-being and safety obligations that must be observed at the workplace in accordance with the applicable legislation.

Accordingly, the contractor shall ensure that all such staff are informed in advance of:

- the risks to workers' well-being at the workplace;
- the necessary protective and preventive measures at the workplace;
- the organisation of first aid at the workplace (location of the first-aid kit, etc.);
- firefighting and the evacuation of persons at the workplace.

The contractor shall also ensure that, at the commencement of an assignment on a new site, the necessary consultation with the staff has taken place each time (where appropriate by holding a site meeting / toolbox meeting), in which due account is taken of the specific risks involved in carrying out the assignment on that site (Last Minute Risk Analysis).

In this context, the staff shall in particular also be sufficiently instructed each time regarding the following safety obligations relating to:

- the correct use of collective protective equipment;
- the wearing of personal protective equipment (PPE);
- safe working at height;
- work on temporary or mobile construction sites;
- the safe use of work equipment.

3. Supervision and sanctions

If the contractor fails to comply, or fails to comply properly, with the obligations set out above, Vastned may in all cases take the necessary measures without delay, where appropriate at the contractor's expense. In such cases, Vastned may furthermore also proceed to:

- issuing a written warning;
- in the event of repeated serious non-compliance or an extremely serious breach, terminating the cooperation with immediate effect, without Vastned being liable for any notice period or compensatory indemnity.

In the event of defective compliance by the contractor with the aforementioned obligations, Vastned's liability may under no circumstances be invoked in respect of any accident of whatever nature, including any accident of which the contractor and all staff engaged directly or indirectly by the contractor would be the victim, and/or in respect of any damage they may cause to third parties and/or their property. The contractor shall therefore itself bear responsibility for such accidents and/or the resulting damage.