

CODE OF CONDUCT

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PREAMBLE

This Fedegari Group Code of Conduct (“Code”) is adopted by Fedegari and all its subsidiaries and affiliates (hereinafter referred to collectively as “Fedegari” or the “Group”) and is binding on each of them. For the purposes of this document, the term “Fedegari” shall refer to all legal entities, wherever located, directly or indirectly controlled by, or affiliated with, the Parent Company.

The present Code sets forth the principles of professional integrity, ethical behaviour, and compliance with laws and internal regulations that must guide the conduct of all persons working for or on behalf of the Group Companies. It represents a shared commitment to responsible business practices and applies uniformly to all entities within the Group.

Introduction

As part of its operations, Fedegari is committed to complying with all applicable national and international laws, regulations and conventions, as well as with best practices, particularly with regard to ethics, social responsibility, environmental protection, anti-corruption, respect for human rights and the application of fair and economically sustainable contractual conditions, recognizing the importance of ensuring a transparent supply cycle and regulating its social and environmental impacts to protect its stakeholders. Fedegari expects its suppliers to apply the same respect for laws and ethical principles and requires strict adherence to these standards by all of its suppliers, their workers, their production facilities, their subcontractors, and their own suppliers.

Fedegari, moreover, undertakes to select suppliers and manage relationships with them according to criteria of transparency, fairness and impartiality, avoiding situations of conflict of interest in full compliance with company organizational procedures.

When national legislation or other applicable regulations address the same issue as this Suppliers Code of Conduct, the higher standards or more restrictive provisions shall apply. When this Suppliers Code of Conduct contradicts applicable legislation, the applicable legislation shall apply.

Fedegari works with suppliers who agree to abide by the requirements of this Suppliers Code of Conduct and the principles enshrined in the Conventions of the International Labor Organization, the Universal Declaration of Human Rights, the United Nations Global Compact, and the United Nations Principles for the Emancipation of Women.

Suppliers shall remain guarantors to Fedegari for the work performed by their subcontractors and suppliers and shall ensure compliance by their subcontractors and suppliers with this Suppliers Code of Conduct and related obligations.

In the event of a violation of this Suppliers Code of Conduct by the Supplier or any of its suppliers or subcontractors, Fedegari reserves the right to review the business relationship and possibly terminate it in accordance with applicable law, even if there is no written contract formalizing such a relationship, without prejudice to Fedegari's other rights or remedies it may seek.

Purposes.

Fedegari, through this Code of Conduct, aims to involve its suppliers in building a socially, environmentally and economically sustainable supply cycle. The above Code applies together with all the regulations in force in the countries where the Company operates and as a supplement to all the principles reported in the Code of Ethics, in the Organization Model and in the current company procedures.

Scope of application.

This Code applies to any person, entity, company, partner (including agents and distributors), and other entity that is a supplier ("Supplier") of any activity, good, or service for the benefit of the Company. For this reason, the Code applies without limitation to suppliers related to all product classes of the Company. In addition, each supplier is responsible for ensuring that its employees and any subcontracting parties are informed regarding the principles set forth in the Code and that they comply with its application. If new contracts are signed or existing contracts are updated, the Code must be shared and accepted by all parties involved. The Company reserves the contractual right to carry out inspections at its suppliers, also with the support of third-party entities, aimed at monitoring compliance with the principles of the Code itself.

General Terms and Conditions

The Company conducts its business activities in accordance with national and international laws, applicable regulations and in compliance with the principles defined in the Code of Ethics. Therefore, the Company is committed to implementing all necessary measures to prevent and avoid corruption and conflict of interest phenomena. The Company requires that all of its suppliers (hereinafter also referred to as the "Suppliers" or, in the singular, the "Supplier") and subcontractors, in turn, agree to share the principles of this Code of Conduct, compliance with which constitutes an important component of supplier selection and evaluation. In addition, the Company expects its Suppliers to embrace the principles of behavior set forth in this Code of Conduct and apply them throughout their supply chain.

PRINCIPLES

Ethics and Integrity

The Supplier is obliged to conduct its activities in compliance with generally recognized ethical principles and integrity of its business activities and to make use of organizational systems consistent with the principles outlined in the Code of Ethics adopted by the Company, in order to maintain lasting, honest and transparent relations with the Company. With this in mind and in compliance with the ethical principle just outlined, the Supplier undertakes to fulfill the obligations that have arisen with Fedegari, with regularity and on the agreed deadlines, and undertakes to regularly fulfill the payment of withholdings, social security contributions and other charges provided for by law in favor of its employees.

Anti-corruption

The Supplier is required to refrain from any form of active and passive bribery and/or extortion and not to promise, offer or accept undue and/or improper benefits and/or utilities of any kind by pursuing corrupt purposes.

Fair competition

The Supplier is obliged to conduct its business activities by observing the rules of fair and just competition in accordance with the relevant regulations.

Privacy

The Supplier is obliged to comply with current data protection regulations, adopting the appropriate security tools to preserve the confidentiality of the information it has knowledge of by reason of its activities, also ensuring that all its employees and collaborators comply with these guidelines.

Reporting of suspected irregularities

The Supplier undertakes to report promptly and without delay within 24 hours of becoming aware of any irregularity, activity, event, unlawful or potentially unlawful conduct of which it becomes aware in the course of its relationship with Fedegari (by way of example but not

limited to: attempted or implemented episodes of corruption, intimidation, damage, theft, aiding and abetting criminal activities, etc.). The supplier therefore undertakes to inform the competent authorities without delay and to make available to its employees suitable means and tools to make such reports, also providing an adequate form of protection of the reporter from any form of retaliation. The reporting channel to be used towards Fedegari is the one provided for Whistleblowing reports, through the link available on the Company's website (at the following address: <https://fedegari.com/whistleblowing/>).

LABOR

Irregular labor and child labor.

The Supplier shall ensure the best respect for persons and comply with applicable labor laws, refraining from promoting or carrying out any form of irregular labor, whether forced or child labor, in line with ILO Convention No. 138 on Minimum Age and ILO Convention No. 182 on the Elimination of the Worst Forms of Child Labor.

In particular, the employment of children under the age of 16 is strictly prohibited. In countries where local laws establish a higher age for child labor or set an age for completion of compulsory education higher than 16, the higher age applies. Any work that may endanger the physical, mental or moral health of children shall not be performed by persons under the age of 18 years.

The use of forced labor, slavery, servitude, or human trafficking by Suppliers is strictly prohibited, as is the withholding of identity documents or work permits or requiring workers to post a bond or the use of any other compulsion. All workers have the right to freely accept or leave their employment. Suppliers may not require workers to work to repay a debt owed to them or to a third party.

Suppliers are required to comply with all applicable regulations to prevent illegal, clandestine and undeclared labor.

Fedegari expects its Suppliers to treat their workers with respect and dignity. Suppliers may not tolerate or practice any form of corporal punishment, physical, sexual, verbal or psychological harassment or any other type of abuse.

Freedom of workers - Freedom of association - Collective bargaining

The Supplier is required to guarantee its employees the right to freedom of association and the application of collective bargaining in the relevant industry, in accordance with all applicable laws and regulations. The Supplier agrees not to use forced, bonded or coerced labor in any way or form.

Working conditions.

The Supplier is required to provide its employees with working conditions that respect human dignity, in compliance with applicable industry regulations pertaining to hours worked (or working hours), overtime, pay and social security contributions, leave, vacation and sick leave. The Supplier also undertakes to provide training and educational opportunities for its employees and to ensure a working environment that complies with the hygiene and safety requirements imposed by current regulations.

Specifically, the Supplier must pay wages on a regular basis and no less than monthly, must compensate workers for overtime hours at the legal rate, and comply with all legal requirements regarding workers' benefits. Wage deductions must not be used as a disciplinary measure. The Supplier must ensure that all workers receive the benefits stipulated in collective bargaining agreements, company agreements, and other individual or collectively negotiated agreements.

In addition, the Supplier shall comply with all applicable local laws and regulations regarding working hours, which shall in no case exceed the maximum established by internationally recognized standards, such as by the International Labor Organization. Our suppliers may not impose excessive overtime working hours. The total number of hours worked per week, including overtime, may not exceed legal limits. Workers are entitled to the minimum number of rest days established by applicable laws and must have at least one day off every seven days.

Diversity and equal opportunity.

Fair treatment of all employees must be one of the fundamental principles of the Supplier's business policy and decisions. Therefore, the Supplier is obliged to promote it by ensuring that no form of discrimination in relation to sex, race, religion, age, disability, sexual

orientation, nationality, social origin, trade union membership or any other unlawful criteria under applicable law, in line with ILO Convention No. 111 on Discrimination, takes place in the workplace. The Supplier is required to ensure that its employees are not subject to any kind of harassment, fostering an inclusive work environment marked by integration and support.

HEALTH, SAFETY, QUALITY AND ENVIRONMENT

Health and safety in the workplace.

The Supplier is committed to protecting employees and contractors from workplace risks. The Supplier is therefore required to take all necessary precautionary measures to ensure the health and safety of employees and contractors and to mitigate the risks to which they are exposed in the workplace. The Supplier is also required to conduct training and provide the necessary information so that employees and contractors are aware regarding the risks associated with their work activities. The Supplier is also required to ensure compliance with all applicable occupational health and safety rules and regulations, and to ensure appropriate controls, procedures that ensure safe work, preventive maintenance, and technical protective measures necessary to limit workplace health and safety risks.

Quality

The Supplier is required to comply with the standard norms and quality and safety requirements of the applicable reference regulations, as well as to meet the quality standards agreed upon in the contract, in order to provide products and services that adequately meet the demands and needs of the Company.

Environment, Waste and Emissions.

With reference to the Corporate Policy of Fedegari and in compliance with the environmental requirements of ISO 14001, the Supplier is required to share and implement corporate management policies that adhere to the principles of environmental protection and safeguarding. In summary, some of the main points:

- adopt safety programs to manage and maintain all production processes, in compliance with applicable safety standards;
- assess, control and, if possible, minimize the impact of processes and products on the environment;
- avoid any waste of natural resources (water, energy and raw materials);
- monitor and control the impacts produced on the territory and adapt to regulatory requirements both for waste management, ensuring where possible their recycling, recovery and/or reuse or disposal in suitable sites, and for water consumption, adopting precautionary measures in favour of a more conscious management.

Efficient use, resource conservation and climate protection.

The Supplier is required to use all resources involved in the production cycle responsibly and efficiently, to use sustainable sources of supply and, where possible, to use energy from renewable sources. Negative impacts on the environment and climate must be reduced or eliminated at source or by practices such as modifying production and maintenance processes, as well as replacing, conserving, recycling, and reusing materials.

Process safety.

Suppliers are required to adopt safety programs to ensure and maintain all manufacturing processes in compliance with applicable safety standards. Suppliers are also required to address issues related to products and their potential impact during all stages of the production process.

Management of emergencies and risks.

The Supplier is required to manage risks and emergencies related to its business activities by encouraging the implementation of detection systems, prevention and management practices, response procedures, and adequate training and information in order to limit the exposure of its employees and contractors to any risks.

BUSINESS INTEGRITY REQUIREMENTS

The Supplier agrees to comply with all applicable laws, regulations, contractual agreements, and generally recognized standards.

Prohibition of corruption.

The Supplier shall comply with all applicable laws regarding the punishment of corruption and shall take appropriate measures to prevent, detect and punish any form of bribery or trafficking in influence, directly or indirectly, within the scope of their activities.

Gifts or invitations may be considered expressions of courtesy, acceptable in the context of good business relations, if they are limited in scope and value, if they are offered in an open and transparent manner, if they are permitted by applicable law, if they are provided to reflect esteem or gratitude, and if they are not offered with the expectation that something will be offered in return.

Prevention of conflict of interests.

The Supplier shall comply with all applicable laws regarding conflicts of interest and shall make every effort to avoid the occurrence of situations that create a conflict of interest within its business relationship with Fedegari.

Prohibition of money laundering.

Money laundering can occur when action is taken to conceal the origin of money or assets that are linked to criminal activities. The supplier agrees to take all appropriate measures to prevent its operations from being used as a vehicle for money laundering.

Prohibition of unfair competition.

The Supplier agrees to comply with applicable competition law. This includes the prohibition of abuse of dominant position, concerted practices, or unlawful agreements between competitors.

Documentation

The Supplier is required to prepare and keep up-to-date appropriate documentation to demonstrate the implementation of the principles and values expressed in this Code of Conduct and to make such documentation available to the Company upon request.

Training of personnel used by the supplier/subcontractor company

Personnel employed by the supplier/subcontractor company must be adequately trained and informed about the principles set forth in this Code. It is at the discretion of the Legal Representative to carry out, including through appropriate delegation to company technicians or another expert, checks on the training of the supplier/subcontractor's personnel.

Confidentiality

The Supplier agrees to take all necessary measures to ensure the confidentiality of professional secrets and other non-public information it receives in the course of its business relationship with Fedegari.

Personal data protection

Suppliers must comply with all applicable laws and regulations regarding the protection of personal data.

Transparency of information

The Supplier is required to provide clear and accurate information on the methods and resources used, production sites, and characteristics of the products or services provided, and to refrain from making misleading claims.

Express termination clauses in contracts

Fedegari reserves the right to terminate the contract with the Supplier in the event that:

- becomes aware that the counterparty is the recipient of an anti-mafia prohibitory notice or information;

- finds that the other party is not complying with ethical qualification standards or the obligation to report crimes suffered directly or by their family members and/or possible collaborators;
- finds that the counterparty does not comply with the provisions of the Organizational Model pursuant to Legislative Decree 231/2001- *or local applicable law* - and the Code of Ethics, as a result of a violation of the principles and precepts identified in the documents referred to in the contract;
- the counterparty fails to make efforts to promptly report to the Head of the Whistleblowing Function any violations of the principles contained in the above-mentioned documents;
- the counterparty does not comply with the payment of withholding, social security contributions and other charges required by law on a regular basis.

Monitoring of violation of the Code

By this Code, Fedegari reserves the right, after appropriate planning, to initiate a process of verification of the compliance of Suppliers with the content of this Code of Conduct whenever it deems it appropriate, through the request for documentation or the conduct of visits to the work environment in which the supplier company operates by means of its own appointees.

Dissemination And Review Of The Code

This Supplier Code of Conduct is published on the website of Fedegari and is subject to periodic revision should the relevant national and international regulations be subject to change or jurisprudential interpretation, or in any case when the need arises.

