Ermenegildo Zegna Group

ANTITRUST COMPLIANCE POLICY

(as adopted on April 4, 2024)

INDEX

1. INTRODUCTION & POLICY PURPOSE

Ermenegildo Zegna N.V., together with all of its subsidiaries and associates[1] (collectively, the "Zegna Group" or the "Group"), is fully committed to comply with applicable antitrust legislation and regulations. The Zegna Group operates in accordance with the principles laid down by national and international antitrust rules designed to protect free competition.

The Zegna Group recognizes that fair and loyal behavior is a key element for the development of the Zegna Group and firmly believes in the importance of a free competitive market in the interest of business and consumers. The Zegna Group commits to act independently from other competitors being aware of: (i) the commercial, financial, reputational and operational risks that would arise from the absence or the inadequacy of rules and organizational checks to ensure compliance with the principles protecting free competition; (ii) the serious consequences that would arise from a breach of the rules of free competition (e.g., monetary sanctions, voidance of agreements, civil actions for damages, criminal responsibility, etc.); and (iii) the importance of putting in place an adequate policy for antitrust compliance ("Policy") through the implementation of an antitrust compliance program ("Antitrust Compliance Program") which will be updated on a regular basis as described in Section 5 below. For this reason, the Zegna Group defines in this Policy the principles with which it must comply as well as the conduct that must be taken to ensure compliance with applicable antitrust legislation and regulations.

The Zegna Group bases all actions, operations, dealings and transactions undertaken in the course of its business activities on the ethical principles and rules of conduct set out in the Group's Code of Ethics. Accordingly, this Policy should be read together the Group's Code of Ethics and with the other relevant policies, including but not limited to the Group Misconduct Reporting Policy.

This Policy will be implemented in accordance with the Zegna Group's specific needs and priorities, as well as in accordance with the rules applicable at country level.

2. SCOPE OF APPLICATION

This Policy is binding on the entire Zegna Group, including directors and employees who, within the Zegna Group companies (including joint ventures), carry out representative functions, administration or management or who exercise management and control, as well as on all other Zegna Group employees and representatives (e.g., freelance, consultants, suppliers, agents,

[1] With respect to any subsidiary or associate that Ermenegildo Zegna N.V. does not, directly or indirectly, control, it will use its reasonable best efforts to influence such non-controlled entities to adhere to this Policy.

distributors, representatives, brokers, etc.) (hereafter "Persons subject to this Policy"). It is an individual obligation and responsibility of each of them to comply with this Policy and to refrain from engaging in any actions that may restrict or distort competition in any market.

3. PERSONS RESPONSIBLE FOR APPROVAL AND IMPLEMENTATION OF THIS POLICY

This Policy has been drafted and reviewed by the manager in charge of the legal affairs of each segment, and further adopted on April 4, 2024 by Ermenegildo Zegna N.V. through approval by the Board of Directors. Given that this Policy applies to the entire Zegna Group, it shall be considered as the document of reference for all antitrust compliance matters by all Zegna Group subsidiaries and associates worldwide and applied in each country in accordance with applicable local legislation.

The manager in charge of the legal affairs of each segment and its department (hereinafter referred to as the "Legal Affairs Director") is responsible for the implementation and for the dissemination of this Policy within the relevant segment of the Zegna Group.

The Legal Affairs Director shall meet the following requirements:

1) Skills and competences: the Legal Affairs Director must have adequate skills and competences required to discharge his/her duties under this Policy, to be evaluated considering his/her background, his/her job position and the previous training activity on ethical business standards.

2) Empowering and authority: any relevant legal entity shall formally grant to the Legal Affairs Director all necessary power, authority and independence to perform his/her duties and to appoint, if deemed necessary, any external advisor having the same skills and competences, as described in point 1) above.

3) Necessary means: any relevant legal entity shall formally provide the Legal Affairs Director with all means necessary to perform his/her duties, i.e., all appropriate financial and human resources.

The Legal Affairs Director has, among others, the following duties:

(i) Ensuring an adequate dissemination of the Policy within the relevant segment of the Zegna Group's organization.

(ii) Reporting and closely collaborating in the execution of all the actions necessary to guarantee the implementation of this Policy through the Antitrust Compliance Program in line with the antitrust best practices, also by organizing and managing the

customized antitrust trainings which shall be held on a regular basis as set out in Section 5.1(c) below.

(iii) Requesting tasks to guarantee full compliance with this Policy in all the entities within the relevant segment.

(iv) Periodically informing the Group Compliance & Risk Manager about all activities carried out to disseminate this Policy within the relevant segment of the Zegna Group's organization.

(v) Monitoring compliance of the business processes with this Policy, also by carrying out appropriate activities according to the Antitrust Compliance Program.

(vi) Ensuring that all adequate actions are taken by the internal functions concerned, by informing if any disciplinary action needs to be taken and to repress and sanction any deviations from the ethical standards established by this Policy and from the rules set out in Group Code of Ethics and Misconduct Reporting Policy.

(vii) Periodically reporting to the Group General Counsel, for further updates to the Audit Committee as need be, on the status of the processes and procedures in place to prevent antitrust violations.

The Audit Committee assists and advises the Board of Directors with respect to the implementation and effectiveness of this Policy through the Antitrust Compliance Program.

In case of any doubt regarding the interpretation and implementation of this Policy, you can refer to the Legal Affairs Director who is responsible to provide advice and further guidance on this Policy.

4. LEGAL FRAMEWORK

The Zegna Group seeks to comply with all applicable antitrust laws and regulations of jurisdictions such as the European Union ("EU") and its Member States[2], Switzerland, the United Kingdom ("UK"), the U.S., China, Japan, South Korea as well as the Kingdom of Saudi Arabia and the United Arab Emirates. Under the applicable antitrust rules, it is prohibited for businesses to enter into any agreement which may prevent, restrict or distort competition. For instance, the exchange of

[2] The same applies to the European Economic Area (i.e., the EU Member States plus Iceland, Liechtenstein and Norway).

commercially sensitive information[3] between competitors constitutes an anti-competitive agreement and a serious infringement of antitrust law. This prohibition of exchange of commercially sensitive information also applies to customer-competitors, i.e., customers who may compete with the Zegna Group downstream at the direct-to-consumer ("**D2C**") level.

Since the Zegna Group operates in various regions and countries, this Policy takes into account the most relevant international antitrust regulations, including but not limited to the following jurisdictions:

(i) In the EU, Articles 101 and 102 of the Treaty on the Functioning of the EU ("TFEU") prohibit, respectively: (i) agreements between companies, decisions by trade associations of undertakings and concerted practice preventing, restricting or distorting competition; and (ii) the abuse of a dominant position.

(ii) The EU above-referenced provisions are also applicable at the EU Member States level, both directly and by way of national legislations, such as for instance, Articles 2 and 3 of Law No. 287/1990 in Italy, Articles L-420-1 and L420-2 of the Commercial Code in France or Sections 1 and 19 of the Act against Restraints of Competition in Germany.

(iii) In the U.S., Sections 1 and 2 of the Sherman Act of 2 July 1890 prohibit every contract, combination, or conspiracy in restraint of trade, and any monopolisation, attempted monopolisation, or conspiracy or combination to monopolise.

(iv) In China, the amended Antimonopoly Law of 1 August 2022 prohibits anti-competitive agreements between undertakings and the abuse of a dominant position.

(v) In Japan, the Act on the Prohibition of Private Monopolisation and Maintenance of Fair Trade dated 14 April 1947 prohibits unreasonable restraints of trade (cartels), abuse of market powers and unfair trade practices.

(vi) In South Korea, the Monopoly Regulation and Fair Trade Act of 29 March 2016 prohibits unfair collaborative acts (cartels and anticompetitive agreements), abuses of dominance and unfair trade practices.

(vii) In the UK, anti-competitive agreements and abuse of dominance are prohibited by Chapters I and II of the Competition Act of 9 November 1998.

[3] For instance: (i) prices, discounts and rebates; (ii) credit and other standard terms for customers; (iii) future product development; (iv) strategy plans; production costs; (v) third party distribution agreements; (vi) new markets; (vii) selection or termination of customers.

(viii) In the United Arab Emirates, the Federal Law No. 36 of 2023 on the Regulation of Competition prohibits both any restrictive agreement which restricts or prevents competition and the abuse of dominance.

(ix) In the Kingdom of Saudi Arabia, the Royal Decree No. M/75 of 7 March 2019 prohibits anti-competitive practices including agreements or contracts between undertakings that are aimed at or may have the effect of prejudicing competition as well as the abuse of a dominant position.

(x) Article 9 of Italian law 192/1998, Article L420-2 of the French Commercial Code and Section 20 of the German Competition Act prohibit the abuse of economic dependence.

Set out in Section 4.1 below are the main antitrust rules applicable in the EU. The underlying principles of these rules are common to the vast majority of jurisdictions worldwide.

4.1 ANTITRUST RULES

(a) Ban on cartels

A cartel is defined as a group of competing, independent companies which join together to fix prices, to limit production or to share markets or customers between them. Instead of competing with each other, cartel members rely on each other's agreed course of action, which reduces their incentives to provide new or better products and services at competitive prices. As a consequence, their clients (consumers or other businesses) might end up paying more for less quality.

This is why cartels are illegal under EU competition law and why the European Commission ("**Commission**") imposes hefty fines on companies involved in a cartel. EU or national competition law applies depending on whether the activity affects trade between EU Member States or only the market in an EU Member State without any cross-border effects.

As mentioned above, Article 101 TFEU (and similar provisions in the competition laws of the EU Member States) prohibits: (i) agreements between companies; (ii) concerted practices of companies; and (iii) decisions by associations, which have as their object or effect the prevention, restriction or distortion of competition.

According to the Commission's consolidated decisional practice, agreements between competitors and potential competitors do not need to be formal to raise concerns under competition law. Such concerns may arise in case of any kind of understanding, formal or informal, secretive or public, under which each of the participants can reasonably expect that another will follow a certain course of action.

A concerted practice involves coordination among companies that falls short of an agreement. A concerted practice may take the form of direct or indirect contact between companies whose object or effect is to influence market behavior or to tacitly inform each other what conduct they intend to adopt in the future (e.g., a mere exchange of sensitive information).

An activity restricting competition may exceptionally be exempted from the cartel ban only if it: (i) contributes to improving the production or distribution of goods or to promoting technical or economic progress; (ii) allows consumers a fair share of the resulting benefit; (iii) does not impose on the companies concerned restrictions which are not indispensable to the attainment of these objectives; and (iv) does not afford such companies the possibility of eliminating competition in respect of a substantial part of the products in question.

The Commission's and national competition authorities' leniency policy encourages companies to hand over inside evidence of cartels to the Commission. The first company in any cartel to do so will not have to pay a fine. In recent years, most cartels have been detected by the Commission after one cartel member revealed the existence of a secret cartel and applied for leniency though the Commission also continues to carry out its own investigations to uncover cartels.

The Commission also encourages individuals to report any inside knowledge they may have of a cartel to the Commission. They can do this openly or anonymously through a "whistle-blower" tool established in 2017. This tool protects whistle-blowers' anonymity through a specifically-designed encrypted messaging system that allows two-way communications. Individuals also benefit from increased protection from Directive (EU) 2019/1937 on the protection of persons who report breaches of EU law.

(b) Vertical restraints

Vertical restraints are restrictions on the competitive behavior of a party that occur in the context of vertical agreements. Examples of vertical restraints include: exclusive distribution, certain types of selective distribution, territorial protection, export restrictions, customer restrictions, resale price maintenance ("RPM"), exclusive purchase obligations and non-compete obligations.

The prohibition under Article 101 TFEU may apply to vertical restraints provided that they are not: (i) "genuine agency" arrangements; or (ii) concluded among related companies.

Certain restraints qualify as "hardcore" restrictions of competition due to the seriousness of the anti-competitive conduct. These include: (i) the fixing of minimum resale prices; (ii) certain types of restriction on the customers to whom, or the territories into which, a buyer can sell the contract goods; (iii) restrictions on members of a selective distribution system supplying each other or end users; (v) restrictions on component suppliers selling components as spare parts to the buyer's finished product; and (vi) certain restrictions on online selling.

Under EU competition law and national equivalent, the inclusion of a hardcore restriction in a vertical agreement gives rise to a reversal of the burden of proof. Unless the parties involved can demonstrate that the hardcore restriction gives rise to pro-competitive efficiencies, the Commission is entitled to assume negative effects on competition and does not need to prove such effects.

Other clauses can also be problematic in vertical agreements, for example those relating to non-compete obligations (both before and after the termination of the agreement) and those restricting the sale of competing goods in a selective distribution system.

(c) Prohibition of abuse of dominance

A company can restrict competition if it is in a position of strength on a given market. A dominant position is not in itself anti-competitive. However, if a company exploits its dominant position to foreclose competitors or exploit consumers, then such conduct will amount to an abuse of dominant position.

Article 102 TFEU prohibits any abuse by one or more companies with a dominant position within the internal market, because they are incompatible with the internal market in so far as they may affect trade between EU Member States. Similar considerations also apply at the national level.

Such abuse may for example consist in: (a) directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions; (b) limiting production, markets or technical development to the prejudice of consumers; (c) applying dissimilar conditions to equivalent transactions with other trading parties, placing them at a competitive disadvantage; or (d) making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which have no connection with the subject of such contracts.

(d) Abuse of economic dependence

The abuse of economic dependence is prohibited under certain jurisdictions such as, for instance, Italy, France and Germany. This violation concerns a situation where a company that is in a position of relative strength to another abuses such position.

Differently from the abuse of dominance described under Section 4(c) above, the abuse of economic dependence does not require the existence of a dominant position. Instead, it requires some sort of superior position relative to a counterparty and it aims at protecting the weaker party from the abuse of such position by the party in the superior position.

By way of example, the Italian Competition Authority ("AGCM") has recently conducted an investigation against a couple of brands, which allegedly entered into an agreement which could

condition the economic activity of its franchisees, preventing them from running their business independently. The investigations were closed with binding commitments offered by the brands.

(e) Merger control

(i) EU and EU Member States merger control

The legal basis for EU Merger Control is Council Regulation (EC) No 139/2004, the EU Merger Regulation ("EUMR"). The EUMR prohibits mergers and acquisitions that would significantly reduce competition in the EU, for example if they would create dominant companies that are likely to raise prices for consumers.

Therefore, the EUMR provides a mechanism for the review of mergers and acquisitions with an "EU dimension" (i.e., where certain turnover-based thresholds are met) while national legislation provides for the rules for the examination of mergers and acquisitions at national level. Once mergers or acquisitions have an EU dimension, they will be assessed in a single procedure by the Commission at EU level.

The EUMR applies to any "concentration" that has, or is deemed to have, an EU dimension. The concept of concentration includes mergers, acquisitions of control and the creation of full-function joint ventures.

One of the main consequences of the application of the merger control rules is that the concentration generally shall be notified to the Commission or the relevant national competition authority. When this rule applies, the concentration cannot be implemented unless and until the authority authorizes it.

Hefty fines can apply should the merging parties fail to observe the mandatory premerger notification and waiting period and/or clearance requirements under applicable merger control laws (gun-jumping).

When a concentration has no EU dimension, it may be nonetheless reviewed by the merger control regimes of the EU Member States. This is the case when the merger filing thresholds set out by the national legislations are met.

(ii) International merger control

As it is the case for the EU and EU Member States' merger control rules, a concentration may be reportable in other jurisdictions outside the EU. In particular, national filing obligations may arise when certain thresholds are met which are typically based on turnover, asset value and market share data.

Similarly to the EU and its Member States, in most cases failure to notify or premature integration of a reportable concentration before the national competition authority's authorization lead to hefty fines for violation of the above-described gun-jumping rule.

4.2 ANTITRUST SANCTIONS AND MITIGATION STRATEGIES

(a) Antitrust risks

In most jurisdictions, antitrust infringements may lead to the imposition of hefty fines and, in certain jurisdictions (e.g., the U.S.), antitrust violations constitute a criminal offence, and the responsible individuals may face imprisonment. The antitrust sanctions are ultimately aimed at prevention and must hence fulfil two key objectives: to punish and deter.

As regards the fines imposed by the Commission and the AGCM, the percentage which is applied to the value of the company's relevant sales can be up to 30%, depending on the seriousness of the infringement, which in turn depends on a number of factors, including the nature of the infringement (e.g., price fixing, market sharing), the geographic scope, and whether the infringement has been implemented. The relevant sales are the sales of goods or services directly or indirectly affected by the infringement in the relevant market(s) as defined by the Commission or the AGCM. For cartels, the relevant percentage tends to be in the range of 15-20%.

This percentage of the value of relevant sales is then multiplied by the number of years and months the infringement lasted. The fine can then be increased (for example, if the company is a repeat offender) or decreased (for example, if the company's involvement was limited, or legislation or authorities encouraged the infringement).

The fine is in any case limited to 10% of the overall annual turnover of the company in the last financial year. The 10% limit may be based on the turnover of the group to which the company belongs if the parent of that group exercised decisive influence over the operations of the subsidiary during the infringement period. There is also a limitation period of five years from the end of the infringement until the beginning of the Commission's investigation.

In addition to substantial fines, antitrust violations may result in the following sanctions depending on the relevant jurisdictions: (i) administrative fines and/or criminal sanctions for individual persons (directly responsible staff or responsible directors); (ii) private damage claims; (iii) disciplinary actions; (iv) disqualification of directors; and (v) loss of reputation and adverse publicity.

(b) Antitrust Compliance Program as a mitigating factor

In an increasing number of jurisdictions, the adoption of an Antitrust Compliance Program is considered as a mitigating factor in the case of imposition of a fine. For example, existing rules

applicable in Italy by the AGCM allow for a reduction of up until 15% of the fine, if the company has adopted and implemented a specific Antitrust Compliance Program. The Antitrust Compliance Program only triggers the reduction of the fine if: (i) it is in line with European and national antitrust best practices; and (ii) there is evidence of an effective and concrete commitment by the company to comply with the program. In particular, this can be proven by:

1. Demonstrating the full involvement of the management within the adoption and the implementation of the program.
2. Identifying the employees responsible for the implementation and enforcement of the program.
3. Identifying and assessing the risks, based on the industry sector and the operating context.
4. Organizing training activities that are appropriate for the size of the company.
5. Implementing monitoring and auditing systems.

In the UK, the reduction of the fine could be of up to 10%, if the company has adopted an Antitrust Compliance Program in line with the guidelines provided by the UK Competition and Markets Authority. In addition, the disqualification of company directors could be avoided if it is demonstrated that the management actively committed to the prevention of antitrust infringements.

5. ANTITRUST COMPLIANCE PROGRAM

Zegna Group's Antitrust Compliance Program comprises:

a) Identification of the main risks of antitrust infringements: the Zegna Group has identified the main risks of antitrust infringements in connection with its activities, on the basis of its industry sector and of the context in which it operates.

b) Assessment of the different risks: the Zegna Group has assessed the level of the different risks of antitrust infringements for different categories of employees, based on the nature of their roles and activities.

c) Mitigation of the relevant risks through involvement and support of the top management, adoption of specific procedures, training, and relevant assessment: the Zegna Group has put in place procedures and training to mitigate the identified risks.

d) Reporting system: the Zegna Group has planned the regular review of the outcome of the steps outlined above.

5.1 CONTENT OF THE ANTITRUST COMPLIANCE PROGRAM

(a) Identification of the main risks of antitrust infringements

On the basis of the nature of its business and operations, the Zegna Group identified the following the potential risks:

*(i) Vertical restraints of competition - **Medium***

Considering the nature of the Zegna Group's business and its current distribution system (where it exists), there is a risk of imposing illegal vertical restraints (including RPM, bans on internet sales or of passive sales in general, breaches of the rules on selective distribution).

*(ii) Cartels or anti-competitive coordination - **Low***

This could include the direct or indirect exchange of information on prices, production levels, market sharing or any other commercially sensitive information with competitors (for example, in the context of the meetings of trade associations).

*(iii) Abuse of dominance - **Low***

The Zegna Group does not hold a dominant position in any particular market where it currently operates. However, this situation might change in the future depending upon the factual circumstances. Should the Zegna Group become dominant in any product or geographic market, it would be subject to a special responsibility and certain conducts or practices could constitute a breach of antitrust law, such as refusals to supply, tying or bundling products, and non-cost justified rebates or discounts.

*(iv) Abuse of economic dependence - **Medium***

The risk of abuse of economic dependence violation is higher than for the abuse of dominance. First, it is not required to hold a dominant position to commit the infringement, which significantly expands the number of companies concerned by the prohibition. Second, the recent practice of the competition authorities, and in particular of the AGCM (see Section 4.1(d) above), shows an increasing scrutiny from the competition authority for this conduct.

*(v) Merger Control - **Low***

Considering the relatively high degree of market fragmentation, the risk related to merger control is low. However, this situation might change in the future depending on the turnover of the entity acquiring or to be acquired and needs to be assessed for each transaction separately.

The merger control risk includes fines for gun-jumping, which may arise if the merging parties fail to observe the mandatory premerger notification and waiting periods and/or clearance requirements (including the prohibition on premature integration) under applicable merger control laws.

(b) Assessment of the different risks

The Zegna Group has assessed the potential risks identified above, depending on the categories of staff and employees and their respective exposure to such risks.

- High exposure: This category includes the members of the staff who:
  - Have roles in the senior management.
  - Are employed with sales and marketing departments.
  - Are entrusted with purchasing and procurement.
  - Deal regularly with competitors and/or attending trade association meetings.
  - Deal regularly with customers and distributors/retailers.
  - Are new employees who have joined from a competing firm.

- Medium / low level exposure: This category includes the members of the staff who:
  - Have no contacts with competitors or suppliers/customers.
  - Operate in the production process.

(c) Mitigation of the relevant risks

In light of the potential risks outlined above, the Antitrust Compliance Program contains the following sections: (i) Involvement and support of the top management at both headquarter and country level; (ii) Specific procedures; (iii) Regular Trainings; (iv) Assessment; (v) External counsel; (vi) Employees' compliance; and (vii) Employees responsible for the implementation and enforcement of the Antitrust Compliance Program.

(i) Involvement and support of the top management

It is essential that the message that the Zegna Group adopts a culture of antitrust compliance "comes from the top" to show the Zegna Group's commitment to comply with applicable antitrust law. Accordingly, the top management of the Zegna Group shall support the adoption of the Antitrust Compliance Program in a visible and active manner.

The Zegna Group's employees must be aware that the Antitrust Compliance Program has been approved and is supported by the top management, and that they are expected to know its content, to comply with it and to promote an organizational culture that encourages ethical conduct and a commitment to comply with applicable antitrust law.

(ii) Specific procedures

When necessary to mitigate any antitrust risk, the Zegna Group will follow specific procedures, for instance in the event that it: (i) intends entering into, or is in the process of negotiating, specific cooperation agreements, especially with competitors (such as joint commercial activity); or (ii) deals with an investigation carried out by an antitrust authority.

(iii) Regular training

Training and communication to recipients on the contents of the Antitrust Compliance Program and of the applicable antitrust rules shall be made in accordance with the provisions of the Antitrust Compliance Program and the antitrust best practices.

These trainings will be structured and scheduled on the basis of the following criteria: (i) significant developments in terms of enforcement and antitrust risk; (ii) regular updates on applicable legislation and decisional practice; and (iii) practical guidance regarding the conduct of operations and interactions with competitors, customers, suppliers, etc.

The Zegna Group intends to ensure that its employees are fully aware of - and fully understand - the content of the Antitrust Compliance Program and the antitrust rules they must comply with in the context of their activities. Customized trainings will be held on a regular basis taking into account the relevant industry and the particular role of the employees attending each training. The Legal Affairs Director will organize and follow-up the training activities.

(iv) Assessment

The Zegna Group commits to carry out a proper assessment aimed at preventing the risk of any antitrust infringements in specific situations, such as when hiring new employees, when considering memberships of trade associations.

Such an assessment shall also be carried out when planning or implementing significant mergers and acquisitions. Material contracts shall be submitted to the Group General Counsel for prior review; he/she shall act in coordination with Group Corporate Affairs and the relevant Legal Affairs Director, and seek advice from external counsel where needed.

(v) External counsel

The Zegna Group understands the importance of involving external lawyers in the assessment of the best course of action, especially in situations where a higher risk may exist under applicable antitrust rules. The Zegna Group evaluates the commitment of external counsel in its antitrust investigation activities and in the assessment of the antitrust risk in connection with specific cases.

The Group General Counsel, in coordination with Group Corporate Affairs and with the support of the relevant Legal Affairs Director - together with external counsel where needed - shall review

significant contracts for compliance before they are entered into by the Zegna Group and any plan relating to future mergers and acquisitions.

Information exchanged with external lawyers is protected by the Legal Professional Privilege ("LPP"). The LPP is aimed at protecting the confidentiality of the communications between clients and their external lawyers. It allows the client to avoid disclosure of evidence covered by privilege to third parties, courts or antitrust authorities.

The rules on the LPP may vary according to the jurisdictions where it is claimed. For instance, according to a consolidated case-law of the Court of Justice of the EU, such privilege currently does not cover communications between companies and their in-house counsels in the Commission's and the majority of EU national authorities' antitrust investigations.

(vi) Employees' compliance

When carrying out its assessment aimed at avoiding the risk of any antitrust infringements in specific situations, the Zegna Group takes into due account the employees' behavior with respect to their compliance with this Policy.

In case of non-compliance, severe disciplinary measures can be adopted towards the employees who have participated in an antitrust infringement or failed to report an infringement of which they were aware.

(vii) Employees responsible for the implementation and enforcement of the Policy

The Legal Affairs Director is responsible for the implementation of the Policy through the Antitrust Compliance Program in line with the antitrust best practices at Zegna Group level. He/She will inform the Group Compliance & Risk Manager about all the activities related to the dissemination of the Policy. In that respect, please see Section 3 above.

5.2 OBJECTIVE OF THE ANTITRUST COMPLIANCE PROGRAM

The primary objective of the Antitrust Compliance Program is to prevent and mitigate the risk of potential antitrust infringements through customized trainings and controls over the employee's behaviours, and by uncovering potential infringements through various means. In particular, with the adoption of the Antitrust Compliance Program, the Zegna Group aims at achieving the following benefits:

a) Encouraging behaviours among its personnel that preserves and fosters free competition.

b) Enabling the Zegna Group to detect any potential infringement at an early stage and take corrective measures.

c) Allowing the Zegna Group to identify situations in which it may wish to take action against anti-competitive behaviour engaged by third parties (e.g., suppliers and competitors).

d) Reducing the risk of fines.

e) Mitigating the level of the fines, in particular in those jurisdictions where the adoption of an effective compliance program can be used to mitigate or reduce the consequences of the infringements.

f) Avoiding potential private actions, including claims for damages from third parties that suffered damages as a result of an infringement of antitrust laws.

g) Avoiding potential civil and criminal liability for the employees.

h) Avoiding rendering agreements null and void (and thus unenforceable), which is the consequence for example of the inclusion of hardcore restrictions in the agreements between the Zegna Group and its customers.

i) Reducing the costs related to litigation (including fines, legal fees, as well as the indirect costs).

j) Reducing the risk of adverse and reputational damages.

6. OBLIGATIONS OF PERSONS SUBJECT TO THIS POLICY

Persons subject to this Policy, regardless of their location or position, and all those acting on their behalf, have the following obligations:

- Bear in mind that authorized resellers cannot be prevented from selling within the selective distribution system.
- Remind the customer that retail prices are entirely at the discretion of each retailer and that the Zegna Group cannot intervene.
- Refuse to be drawn into any action, which requires the Zegna Group trying to change retail prices (e.g., further to a complaint from one retailer about the pricing of another retailer).
- Continually re-enforce the “suggested” nature of the Zegna Group’s retail pricing, while underlining that this is all it is.

- Be diligent in all of the Zegna Group's conversations with customers and competitors (including customer-competitors).
- Avoid disclosing confidential information, which is not in the public domain.
- Do not share or discuss the Zegna Group's prices or terms the Zegna Group has with other competitors or customers, or other competitively sensitive information concerning the Zegna Group's or the competitor's or customers' competing businesses (to the extent they do compete).
- During a meeting, report when an inappropriate topic arises during a conversation. When in doubt, immediately report the issue to the relevant Legal Affairs Director.

7. RED FLAGS

Be alert to the following "Red Flags" and seek the assistance of the relevant Legal Affairs Director in resolving any doubts before proceeding with the transactions or activity to which the concerns relate.

Red Flags

- Do not enter into agreements with competitors concerning: (i) Fixing prices (including elements of price – discounts/rebates/margins); (ii) Market/customer sharing; (iii) Bid-rigging; (iv) Limiting supply/sales; or (v) Collective boycott of customers/ suppliers/competitors.
- Do not discuss or exchange commercially sensitive information, including: (i) Prices, discounts, rebates, production costs, credit and other standard terms for customers, third party distribution agreements, selection and termination of customers; or (ii) Future product development, strategy plans, new markets.
- Do not try to prevent cross-border sales within the EU or in other countries where such sales are permitted .
- Where selective distribution is applied, do not prevent cross sales between approved resellers or by approved resellers to end customers.
- Do not try to prevent online sales or discriminate between online and offline sales from the same reseller.

- Do not require a wholesaler to dictate their customers' resale prices.
- Do not unconditionally ban the use of your trademarks as keywords for online advertising (e.g., on Google AdWords).
- Do not use pricing algorithms to enforce recommended online resale prices.
- Do not ban resales on marketplaces that you use for sales.
- Do not use language in documents which is open to misinterpretation, e.g., where it is unclear that a resale price is recommended rather than required.
- Do not put yourself in a position that although not illegal, requires explanation.
- Do not leave ambiguous requests or questions unanswered (e.g., a reseller complaining that other resellers sell the products at a low price).

8. REPORTING VIOLATIONS

It is the responsibility of all individuals working with or for the Zegna Group to report any potential violations of this Policy or of antitrust rules. If you suspect that a violation of this Policy or of antitrust rules has occurred, you must immediately report that suspicion as required by Section 4 of the Misconduct Reporting Policy.

Especially in situations where a higher risk exists from an antitrust perspective, the Zegna Group commits to involve external counsel in its antitrust investigation activities and in the assessment of any potential antitrust risk in connection with specific cases. Information exchanged with external counsel is protected by the LPP as described in Section 5.1(c)(v) above.

No employee will suffer demotion, penalty or any other adverse consequence for making a report in good faith or otherwise following the Policy, even if such actions result in a loss of business or other adverse consequence to the business.