

Ermenegildo Zegna Group

SUPPLIER CODE OF CONDUCT

(as adopted on March 26, 2025)

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1. ERMENEGILDO ZEGNA GROUP RESPONSIBILITY

Ermenegildo Zegna N.V. with its subsidiaries and associates¹ (hereinafter the “**Ermenegildo Zegna Group**”, (the “**Group**”, “**we**”, “**us**” or “**our**”) considers the adoption of responsible sourcing practices an integral part of its ESG (Environment, Social, and Governance) strategy. We are committed to operating responsibly and sustainably, supporting local communities and preserving the natural environment where we conduct business, aiming to create a better future for the coming generations.

Our suppliers or contractors are any entities or individuals who provide products and/or services to the Group or its subsidiaries. Suppliers engaged in the provision of products and/or services for any brand and entities of the Group may involve other entities or individuals to provide products and/or services in their supply chain, referred to herein as sub-suppliers or subcontractors, only with our written consent.

We select our suppliers for their excellence in quality, expertise and adherence to ethical standards aligned with the principles and values of our [Group Code of Ethics](#), published on the Group’s corporate website.

This supplier Code of Conduct (the “**Code of Conduct**”) aims to incorporate such principles and values and set up the essential standards that we expect our suppliers and their sub-suppliers adhere to and promote in order to establish a responsible and sustainable business relationships with the Group.

We strive to maintain long-term relationships with our suppliers, who are required to comply with all regulations and national and international standards, particularly in ethics, social responsibility and environmental protection. As part of this commitment, both our suppliers and their sub-suppliers must fully comply with this Code of Conduct, ensuring that their operations engage in lawful and ethical business practices. Compliance with this Code of Conduct is a necessary condition for initiating and maintaining a business relationship with the Group.

Each of our suppliers and their respective sub-suppliers are required to read this Code of Conduct and sign it on the last page for acknowledgment and acceptance.

In terms of extended responsibility, the supplier is required to guarantee and continuously monitor its supply chain to ensure consistency and compliance with this Code of Conduct and with all relevant laws, regulations, practices and guidelines applicable to the fashion industry. Hence, the supplier shall require any of its sub-suppliers involved in the provision of products and/or services for any brands and entities of the Group to incorporate and to comply with the principles and practices of this Code.

The Group also recommends that each supplier implements appropriate management systems to demonstrate compliance with the requirements listed below.

Due to its general scope, this Code of Conduct is not intended to be adapted to each supplier. Where the national legislation of the supplier’s country and this Code of Conduct deal with the same subjects, the more stringent standards or norms shall apply, in compliance with local public policy provisions.

The Group believes in and complies with the principles and values of legality, integrity, equality and impartiality, transparency, correctness and reliability, professionalism, confidentiality, human rights, health and safety, environmental protection and fair competition. For this reason, the Group requires its suppliers and their sub-suppliers to adhere to the following principles and values. **Unless specified otherwise, suppliers and their sub-suppliers are indifferently referred to in this Code of Conduct as “supplier/s”.**

In any case of breach of this Code of Conduct, the Group reserves the right to take any appropriate initiative/action to protect its rights, including:

- the suspension of the payment of the consideration due to the supplier;
- the termination of the relevant agreement/commercial relationship with the supplier;
- any action for compensation for damages suffered by the Group;
- any referral to the relevant authorities and/or any civil or criminal action before the competent courts. .

¹ Ermenegildo Zegna Group refers to the company Ermenegildo Zegna N.V. and its subsidiaries. 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.

2. WORKING CONDITIONS, HUMAN RIGHTS AND SOCIAL RESPONSIBILITIES

This Code of Conduct is based on international standards such as:

- The conventions and declarations of the International Labor Organization (ILO);
- The guiding principles of the United Nations Forum on Business and Human Rights;
- The Universal Declaration of Human Rights;
- The ten principles of the United Nations Global Compact on Human Rights, the Environment, and the Fight against Corruption;
- The Organization for Economic Co-operation and Development (OECD) 2023 Guidelines for Multinational Enterprises.

We require the same commitment to the above international standards from our suppliers as we do from ourselves. All suppliers are required to comply with the labor, human rights, health and safety requirements set out below and further detailed in our [Human Rights Policy](#) and [Occupational Health & Safety Policy](#).

All suppliers are encouraged to promote and support the improvement of the conditions of their workers. This commitment must be appropriate to the size, nature and context of the activities, as well as the severity of the risk of adverse human rights impacts.

It is understood that in the event of any inspections and/or any request or demand made against the supplier and/or sub-supplier originated and/or related to the management of their personnel, the fulfillment of legal requirements and the handling of the relevant commissioned activities, any payment/indemnity/compensation due shall be borne entirely and exclusively by the supplier/sub-supplier.

- **Prohibition of forced labor and modern slavery**

The Group strictly prohibits any form of forced and bonded labor or servitude, modern slavery or any form of human trafficking. The supplier must ensure that all workers may freely choose their work and are not subjected to forced labor, modern slavery, degrading treatment, corporal punishment or mental and/or physical coercion. Withholding personal property, passports or any form of document identification is strictly prohibited; practices such as withholding of wages, certificates or any financial security for improper reasons are not acceptable.

Workers are free to leave their workstations and cannot be obligated to work to repay debts to the company or third parties. They must be able to leave their employment freely, complying with notice requirements set by applicable laws and employee agreement. Employees shall receive full and timely payment for their work prior to departure.

- **Prohibition of child labor**

The use of child labor is strictly prohibited.

Suppliers shall not employ persons under the age of 16. In countries where local laws set an age for child labor or compulsory school attendance age higher than 16, the higher age applies. In any case, no child may work for and/or on behalf of suppliers unless he/she has completed the period of compulsory education and has reached the minimum age for admission to work as established by the ILO Fundamental Conventions, subject to the provisions under the laws and regulations in force in the relevant country.

The supplier undertakes to establish an appropriate age control mechanism in accordance with the regulations in force and to comply with the relevant standards of the International Labor Organization (ILO).

Adolescents under the age of 18 are prohibited from being employed to work at night and/or overtime and/or in hazardous conditions, and their employment must not interfere with their education or jeopardize physical, mental, moral and social health and safety.

Suppliers may promote the employment and professional growth of young people through training programs, such as apprenticeships and internships, provided these are lawful and managed in accordance with applicable laws and regulations.

- **Formal working relationship**

The supplier must adhere to all laws, regulation, collective bargaining agreements, practices and guidelines applicable for the relevant sector.

The supplier must also comply with all employee agreements, ensuring that the employment relationship with the worker is mutually agreed upon and governed by appropriate documentation, which clearly defines their

rights and duties and terms of contract transfer and termination.

The supplier must present its workers with a legally binding written contract and, where appropriate, translated into a language they understand.

The supplier is also required to record and protect information on contracts with its workers, such as the type of contract, working hours and remuneration, and to ensure that the workers have access to the relevant recorded information.

All workers have the right to accept or give up their jobs. It is forbidden to operate restrictions on the freedom of movement of workers, to withhold original copies of their documents, or to require payment by way of deposit or security as a condition of employment.

- **Prohibition of illegal, clandestine and undeclared workforce**

The supplier also commits to avoiding illegal, clandestine and undeclared workforce and to fulfilling its reporting obligations to relevant administrative, social and tax authorities. The supplier must refrain from employing workers without regular residence permits or without visas or work permits required in the countries where the services are performed.

According to the United Nations, a migrant worker is defined as “a person who is engaged or has been engaged in a remunerated activity in a State of which he or she is not a citizen”. Therefore, the supplier utilizing migrant workers as part of its regular workforce shall ensure compliance with all regulations for managing an employment relationship. The supplier shall also ensure that migrant workers are not discriminated against and benefit from adequate protection according to applicable labor laws. The supplier must also ensure access to adequate benefits in the areas of health and social protection and worker representation, pay the worker regularly and promptly and, if applicable, ensure adequate accommodation by informing the Group accordingly.

- **Right of association**

The supplier must respect the right of its employee to collective bargaining and the creation of and membership in trade unions of their choice without any penalties, discrimination or abuse from the supplier as employer. The supplier agrees not to disadvantage workers who serve as worker representatives, allowing them to fully exercise their role.

Furthermore, the supplier shall refrain from any form of intimidation, retaliation, threats or discriminatory practices against its worker representatives.

- **Prohibition of Discrimination**

The Group prohibits discrimination and harassment based on gender, race, nationality, ethnic origin, marital status, religion, disability, gender identity, sexual orientation, health status, pregnancy, maternity, union activities, customs, political beliefs, age or other protected statuses, as set out in the Diversity, Equity, and Inclusion Policy, available on the Group’s corporate website.

The supplier is required to treat all its employees and/or collaborators fairly and equitably.

The supplier must also prevent discrimination and ensure workers are not subjected to corporal punishment, coercion, insults, abuse, harassment or sexist behavior. The supplier must promote the reporting of these situations by providing its workers with a system for reporting cases of discrimination so as to ensure their prompt handling.

The supplier is required to promote equal pay for male and female workers for comparable tasks and to ensure that its workers have access to employment, training, maternity/paternity leave without any form of discrimination. In this respect, the supplier is encouraged to adopt policies aimed at promoting gender equality in the hiring, promoting, training and compensation of workers and to actively promote diversity and inclusion within its organization.

The Group encourages recipients to implement actions to ensure non-discrimination in the workplace, with particular reference to the management and training of human resources.

Suppliers must also ensure their sub-suppliers comply with these provisions.

- **Fair compensation and training for employees**

The supplier must adhere to local laws and industry practices regarding remuneration and shall not discriminate on the basis of any kind of individual characteristic. This includes ensuring that all workers receive at least a

minimum wage based on national legal standards or industry benchmarks, whichever is higher. If there is no minimum wage set forth by the law or binding collective agreements, wages shall be sufficient to meet the basic needs of the employees and to provide discretionary income. More generally, wages must be paid on time and in full and pay provided to employees must be adequate to ensure satisfaction of basic needs and of living standards that respect the dignity of the individual.

The supplier is required to remunerate its workers in accordance with the provisions of the relevant applicable regulations and the chosen collective agreements – appropriate and corresponding to the work tasks concretely performed – in each of the countries in which it operates.

The supplier must pay workers for hours worked, including overtime and any additional pay arrangements, in accordance with individual employment contracts and in compliance with the applicable laws, regulations and collective agreements (also at local level).

The supplier must also guarantee all benefits provided by law, including but not limited to social security, welfare and insurance treatment, parental leave, annual leave and vacations, as provided by the applicable laws, regulations and collective agreements (also at local level).

Clear written information on working conditions and details of remuneration for each pay period must be provided to all workers upon request. Pay slips must be issued in compliance with local regulations, with wages paid regularly and in full. Wage deductions are authorized only under the conditions and within the limits provided by national law, collective agreement or court/arbitration decisions. The supplier is obligated to offer diverse and regular training opportunities for employees.

Suppliers must also ensure their sub-suppliers comply with these provisions.

- **Standard working hours**

The supplier must comply with national laws and industry standards regarding working hours, holidays, rest days, leaves, and vacation time and must keep the effective recording and tracking of these. This number of hours worked, including overtime, must in no way exceed the limits defined by international standards such as those defined by the International Labor Organization (ILO).

The total number of hours worked per week, including overtime, must not exceed the legal limits. Workers must receive a minimum of one free day in each seven-day period.

Suppliers must also ensure their sub-suppliers comply with these provisions.

- **Corporate welfare and continuous improvement**

The supplier is requested to evaluate flexible working arrangements, applying methods that improve the working organization, the work-life balance and the minimization of workers travelling to workplaces.

- **Workers' Health and Safety in the workplace**

The supplier shall provide a safe and healthy work environment and undertakes all measures to prevent accidents and damage to health deriving from, connected with, or occurring during work, reducing, as far as reasonably practicable, the causes of risks inherent in the working environment in order to prevent and manage accidents and damage to health. In this respect, the supplier shall:

- document the nature, magnitude and protective measures adopted to minimize workers' exposure to workplace accidents;
- make sure that every building and/or facility is maintained in good condition and that the relevant construction and structure certificates are available;
- formally establish the roles and responsibilities of all individuals involved in the Health & Safety organization;
- ensure that personal protective equipment, including but not limited to goggles, masks, safety shoes and earplugs, is correctly and consistently used by workers, if their use is required;
- instruct dedicated personnel for the management of emergencies and first aid and make sure that their specific training is documented;
- ensure that adequate guarding is installed on moving/rotating parts of machine, pulleys and belts and all safety devices or equipment applied/installed/inserted on machinery used in the working environment are effectively in place and duly maintained;

- make sure that all emergency exits are unblocked and unlocked at all times both in the production areas and in any supplier-provided employee housing;
- procure that work-related accidents are duly reported and recorded and corrective actions are taken to prevent recurrence of work-related accidents.

The supplier is required to designate a health and safety officer and to ensure that all workers are adequately and periodically trained about health and safety in their workplace. Training shall be documented and repeated in case of new hires or if the employees already in force are assigned to new activities which expose them to different or higher risks to their safety.

The supplier must also provide workers with suitable Personal Protective Equipment (PPE) based on a proper and documented risk assessment.

The supplier shall maintain a workplace that complies with all applicable laws and regulations, including anti-fire safety measures such as regular fire drills, installation of fire extinguishers and clear signage for emergency exits, providing safe and accessible routes for evacuation from the workplace. The supplier must provide adequate break areas for rest and dining, as well as sanitary facilities and ensure that all working areas and related facilities comply at least with local legislation setting adequate standards for light, ventilation, minimum space, hygiene and access to free drinking water. Workers must be guaranteed freedom to enter and leave the premises at any time.

If specific areas or parts of the building where the supplier carries its activity are used as employee housing or canteens, these must:

- comply with the certificates of destination/permits provided for by local regulations;
- be clean, equipped with a sufficient number of lavatories and toilets;
- be physically separated from the production area and/or the warehouse.

Suppliers must also ensure their sub-suppliers comply with these provisions.

- **Disciplinary system**

The supplier shall define a process in order to evaluate how each worker adheres to its company policies and procedure. Each violation shall be categorized based on the severity of the offense and the frequency of occurrence.

To ensure the efficiency of the above process, disciplinary measures should be adopted in compliance with local laws and collective labor agreements. They should not be used to punish or embarrass a worker but rather to maintain labor discipline. Consistent with applicable laws and regulations, fines that are unlawfully used in lieu of disciplinary sanctions are prohibited.

The supplier must treat all workers with fairness, respect and dignity and refrain from exposing them to abuse, threat of physical abuse, physical disciplinary measures, harassment of a sexual or any other nature, verbal abuse or other forms of physical or mental intimidation.

All disciplinary actions must be documented.

- **Subcontracting**

Suppliers must not subcontract any of their obligations to the Group and/or its companies or brands unless such subcontracting has been expressly authorized in advance through a written agreement by the Group or the relevant Group company or brand.

In this regard, suppliers are required to provide in advance a list of potential sub-suppliers to be submitted for authorization by the Group or the relevant Group company or brand.

Suppliers engaging authorized sub-suppliers must ensure, verify and demonstrate that the principles and obligations set forth in this Code of Conduct have been complied with by their own sub-suppliers, it being understood that, in any case, the supplier remains fully responsible for any violations or non-compliance with this Code of Conduct by their sub-suppliers.

3. ENVIRONMENTAL SUSTAINABILITY

The supplier must abide by local and international environmental legislations. The supplier must also proactively control and minimize its environmental impact, including that of its sub-suppliers, by adopting best-

in-class sustainability practices. The supplier must promptly inform the Group in writing of any significant environmental issues, particularly related to natural resource use, manufacturing processes and waste management.

The Group is committed to reducing environmental impact across its activities and supply chain, as outlined in the [Environmental Policy](#).

We believe that true environmental stewardship goes beyond mere compliance with laws and regulations. We challenge our suppliers to adopt ambitious commitments and strive for excellence in environmental sustainability. This means setting higher standards, pursuing innovative solutions and taking proactive measures to minimize environmental impacts. By embracing these ambitious goals, suppliers can contribute to a more sustainable future and help us achieve our collective mission of environmental responsibility. Therefore, we require our suppliers (including sub-suppliers) to comply with the following regulatory and environmental sustainability requirements:

- **Compliance with national and international regulations and climate change**

The supplier must ensure strict compliance with all applicable international, transnational, and national environmental laws, including adherence to European and global legislation regarding environmental protection, reduction of plastic use, and responsible resource management. This includes obtaining all mandatory permits required by legislation (e.g., air emissions permit, discharge permit, etc.) and implementing sustainable waste management and pollution control measures.

Suppliers are expected to stay informed about and adhere to any changes in environmental legislation that may affect their business practices.

In addition to compliance, the supplier is expected to adopt forward-thinking environmental management systems (e.g., ISO 14001 certification) and regularly audit its performance to drive continuous improvement. The environmental management systems should include policies and procedures for identifying, monitoring, and managing environmental impacts, as well as for continuous improvement in environmental performance.

Suppliers should also engage in industry initiatives and partnerships that promote environmental sustainability and share best practices.

- **Safe chemical management**

The Group is committed to minimizing environmental and occupational health risks associated with chemical exposures and hazardous waste. To this end, the Group has adopted a [Chemical Management Policy](#), available on the corporate website, to ensure compliance with various regulations. Additionally, the Group has signed ZDHC's Brand-to-Zero commitment and actively works to ensure that the entire supply chain adheres to ZDHC's Supplier-to-Zero program as subsequently updated and modified from time to time.

Suppliers should maintain an inventory of chemicals used in their operations, ensure proper storage and handling, and implement measures to reduce or eliminate the use of hazardous substances.

Suppliers must strictly comply with all applicable chemical management regulations, implement robust evaluation and risk mitigation systems, and progressively eliminate toxic and hazardous chemicals from their production processes.

Suppliers are also required to comply with the Group's "Manufacturing Restricted Substances List" and "Product Restricted Substances List" communicated by the Group and proactively explore alternative less-impacting chemistry solutions.

Suppliers should provide regular training to their employees on safe chemical handling and management practices.

- **Responsible Resource Consumption**

We continue to focus on reducing our environmental footprint and contributing to the renewable energy transition.

To support this, suppliers must implement rigorous strategies to measure, control, and limit their environmental footprint, including but not limited to:

- reducing carbon emissions by increasing renewable energy usage and improving energy efficiency;

- developing and executing water conservation and recycling initiatives, particularly in water-stressed areas;
- implementing waste reduction and circular economy strategies that prioritize product longevity, reparability, and reuse, minimizing landfill waste.
- ensuring zero illegal deforestation and maintaining zero deforestation commitments in high-risk areas.

Suppliers must regularly report their progress in these areas and work towards measurable sustainability goals aligned with the Group's broader climate targets.

Suppliers are also encouraged to engage in reforestation and habitat restoration projects where applicable.

- **Biodiversity and animal welfare**

Suppliers must adhere to all relevant biodiversity conservation regulations, including the Convention on International Trade in Endangered Species (CITES) framework, and comply with the Group's [Animal Welfare Policy](#), available on the Group's corporate website.

Suppliers must take concrete steps to protect ecosystems, prevent habitat destruction, and avoid sourcing materials that contribute to biodiversity loss.

Suppliers should implement biodiversity action plans and regularly monitor their impact on local ecosystems.

- **Procurement of recycled packaging and limited use of single use plastics**

The Group is committed to increasing the proportion of recycled materials in retail packaging, production boxes, and shopping accessories. Suppliers must align with this effort by integrating sustainable packaging solutions and increasing the use of post-consumer recycled content. In addition, suppliers must:

- actively work towards the elimination of single-use plastics in production and packaging processes;
- implement programs to replace virgin plastic with biodegradable or recycled alternatives;
- ensure compliance with global regulations on plastic waste reduction and disposal.

Suppliers should also explore packaging solutions that reduce environmental impact and enhance recyclability.

4. COMPLIANCE WITH PRODUCT REGULATIONS AND MANUFACTURING CONDITIONS

The Group prioritizes compliance and full traceability for all natural raw materials and any element intended to be marked under any brands of the Group or to accompany the finished product.

We require our suppliers and their own sub-suppliers (or subcontractors) to comply with the following regulatory and sustainability requirements:

- **Transparency and traceability**

In order to maintain transparency and trust in business relationships, suppliers undertake to communicate clear and accurate information regarding the methods and resources used, as well as the production sites and characteristics of the products or services provided, refraining from sharing misleading information.

- **Sustainable raw materials sourcing**

Suppliers must actively seek raw materials from environmentally responsible sources and support farmers in adopting sustainable practices. This includes:

- reducing water usage in agricultural processes;
- limiting pesticide and fertilizer application;
- promoting biodiversity conservation and soil health preservation;
- ensuring full traceability of raw materials to avoid sourcing from environmentally harmful operations.

Suppliers should also engage in fair trade practices and support local communities.

- **Conflict-Affected and High-Risk Sourcing Prohibition**

The Group strictly prohibits sourcing raw materials from conflict-affected and high-risk areas, as defined by the OECD, to prevent contributions to armed conflict, widespread violence, or human rights violations including forced labor, modern slavery, and child labor as required by the Group's [Human Rights Policy](#).

- **Procurement of metal components and minerals**

The Group is committed to conducting its business worldwide in compliance with applicable laws and regulations and with ethical and responsible business practices, including the sourcing of tin, tantalum, tungsten, and gold (collectively, “3TG”). While none of the Group entities directly manufactures products with 3TGs, they may be necessary to the functionality or production of our products. We have determined that tin and gold are necessary to the production of products that we contract to be manufactured, and a portion of those minerals may have originated from the Democratic Republic of the Congo (the “DRC”) and its adjoining countries (with the DRC, the “**Covered Countries**”).

We require our suppliers to seek to purchase 3TG from sources determined not to be involved in funding conflict in Covered Countries. The Group expects all suppliers of our products and materials to cooperate with its annual survey regarding the country of origin of the 3TGs supplied to it and other procedures relating to compliance with conflict minerals regulations and responsible 3TG sourcing.

Suppliers should also engage in initiatives that promote responsible mining practices and support the development of conflict-free supply chains.

- **Compliance with applicable laws**

Suppliers must:

- deliver products that meet intended use and regulatory requirements;
- comply with applicable customs, trade, and import/export laws, including those relating to export/imports and the ban on transshipment of merchandise to the importing country;
- maintain strict facility security measures to prevent unauthorized materials (e.g., drugs, explosives, biohazards, and/or other contraband) in shipments;
- immediately inform the Group in writing of any compliance challenges or risks of non-compliance.

Suppliers should also implement robust compliance management systems and provide regular training to their employees on regulatory requirements and best practices.

5. BUSINESS ETHICS AND INTEGRITY

- **Preventing Bribery and Corruption**

Suppliers must comply with all applicable laws and regulations regarding bribery and corruption and implement appropriate measures to prevent, detect, address, and sanction any corruption or bribery, directly or indirectly, throughout the scope of their activities. Improper payments are prohibited as well, even if they are generally accepted in the country/region where the supplier operates. Suppliers engaged in the performance of professional services requiring potential interactions with government officials shall refrain from offering, promising, giving, or authorizing payments of money or anything else of value (including political contributions, offers of employment, gifts, travel, entertainment, or other promotional products or activities) to such government officials for the purposes of obtaining or retaining business or obtaining an improper advantage. Our suppliers must also ensure their sub-suppliers take similar preventive measures and comply with these provisions, avoiding actions that could cause any Group entity to violate them. The Group has adopted an [Anti-Corruption Policy](#), available on the corporate website, to which all suppliers and sub-suppliers are required to adhere.

Any false statements, information, or forged document used to conceal bribery or corruption practices shall constitute a serious breach of the contractual obligations towards the Group and shall lead to immediate termination.

Group employees are prohibited from accepting any benefits as a result of their employment with the Group. However, the Group allows, on an exceptional basis, low-value gifts that align with commercial practices to the extent compliant with the Gift Policy adopted by the Group.

- **Financial crime prevention and compliance with global economic sanctions**

We are committed to preventing our business from being used to facilitate financial crimes, including money laundering, terrorist financing, and violations of any applicable economic sanctions. The Group has adopted an [Anti-Money Laundering and Sanctions Policy](#), which is available on the Group’s corporate website and to which all suppliers are required to adhere. No action or omission that could directly or indirectly have the effect of or

lead to supporting money laundering and terrorist financing is permitted.

Suppliers must take preventive measures to avoid these violations, comply with national and international laws, and ensure that the origins of funds used in transactions are legitimate. Actions or omissions supporting money laundering or terrorist financing are strictly prohibited.

Suppliers must comply with global sanctions programs imposed by the United Nations, the European Union, the United States, and relevant national laws. Suppliers must exercise vigilance with their own sub-suppliers and partners to comply with these sanctions. Suppliers must not engage in business with any person or entity listed under global sanctions programs. Suppliers are required to implement robust measures to prevent any violations of these programs.

- **Ensuring confidentiality and external communication references**

The Group values confidentiality. During discussions or dealings between the Group and the supplier, confidential data may be shared. Confidential information includes any non-public information shared by either party to the discussion. This encompasses know-how, ideas, methods, samples, drawings, plans, models, and technical, commercial, or organizational information, regardless of how it is communicated or formatted. The supplier and its sub-suppliers must restrict access to this information to essential employees only, ensure its security (by means of both technical and legal secrecy measures), and return it upon request. They must also ensure that products and prototypes developed for the Group are kept in a secure and inaccessible environment.

The supplier shall not mention the Group's name, brands, or logos, nor reference its collaboration with the Group without prior written authorization from the Group. This includes presenting products or services produced for or with the Group to prospects, customers, or any third party through any means, including trade fairs, websites, social media, and commercial documents.

- **Preventing conflict of interests**

The Group and the supplier shall take all necessary measures to prevent situations, whether personal or professional, that may lead to conflicts of interest in their business relations. We require our suppliers to promptly disclose and address any potential or actual conflicts of interest that arise before or during the relationship, including any close relationships between supplier personnel and Group employees.

- **Respect of Intellectual Property rights and fight against counterfeiting**

The Group actively acts against any and all infringements of any intellectual property belonging or licensed to the Group itself and of any associated rights (including, but not limited to, trademarks, domain names, models, designs, patents, copyrights, know-how, and trade secrets, hereinafter referred to as "IP "). Any supplier who has been granted the right to use of any of the Group's IP must guarantee their correct use and full compliance with the relevant contractual obligations. Any different use not expressly authorized constitutes a violation of the IP and a potential counterfeiting activity, and may, among other sanctions, give rise to civil or criminal proceedings by the Group.

The supplier unequivocally acknowledges that all IP are the exclusive property or are duly licensed to the Group. The supplier shall neither assert nor will it assert in the future any claims of an economic nature or ownership with respect to the IP. Furthermore, the supplier agrees not to claim any intellectual property rights that are created, invented, or developed based on or derived from these IP .

The supplier expressly acknowledges that the trademarks together with any distinctive sign on the Group's products, of which the Group is the owner and/or authorized licensee, have achieved significant prestige and a high reputation. Consequently, the supplier agrees to avoid any actions that might harm, tarnish, dilute, or in any way reduce the prestige and the image value of such trademarks or of the IP in general.

The supplier undertakes not to infringe the IP nor any associated rights nor the intellectual property rights of any third parties and to take all appropriate preventive measures to avoid the commission of counterfeiting acts by itself and by its sub-suppliers, and to inform the Group, as soon as possible, of any acts of counterfeiting that may come to its attention.

The information, technical specifications, drawings, designs, and sketches that will be used in the manufacture of the Group's products constitute know-how and trade secrets and in general IP that are the exclusive property or licensed assets of the Group and, for this reason, the recipients are required to:

- (i) use them solely for the manufacture of the products;

- (ii) refrain from disclosing them to any third parties not officially involved (with the Group's express consent) in the product manufacturing;
- (iii) adopt all necessary security measures to keep them secret and prevent any disclosure by employees or collaborators, taking full responsibility for any breaches;
- (iv) promptly discontinue their use upon the expiration of the assignment or upon its termination for any reason.

The suppliers are also required to refrain from engaging in unfair commercial practices in violation of applicable laws on unfair competition and unfair commercial practices.

- **Use of artificial intelligence**

The supplier must notify the Group in advance about any planned use of artificial intelligence (traditional or generative, hereinafter referred to as "AI") in their services. The supplier must comply with all relevant AI laws and regulations (including, but not limited to, the European Union's AI Act) and act responsibly when using or providing its services to the Group. Additionally, the Group expressly prohibits the supplier or any other sub-supplier from using the Group's data (including, but not limited to, the IP) to train their AI systems without prior written consent from the Group.

- **Ensuring fair competition and respect antitrust requirements**

We are committed to the principles of free and fair competition and the prohibition of anti-competitive abuse, as established in our [Antitrust Compliance Policy](#), which is available on the Group's corporate website. The supplier commits to take all appropriate measures to prevent abuse of dominant position or abuse of economic dependence, concerted practices, or unlawful agreements between competitors, such as the setting of prices or price ranges (price fixing) or market allocations or boycotts limiting the production/selling of certain products, and to comply with the relevant competition rules of the countries where it operates (in particular the provisions referred to in the above-mentioned Antitrust Compliance Policy).

- **Consumer protection and green claims**

The supplier shall refrain from any unfair commercial practices contrary to the requirements of professional diligence and which are likely to materially distort the purchasing behavior of the average consumer (e.g., as defined in Directive 2005/29/EC and ff. mm. and its national transposition provisions). More specifically, the supplier shall not

- (i) provide false or untrue information (misleading practice) also with respect to the main characteristics of the product, its price and the need for service or repair;
- (ii) omit or provide in an unclear, unintelligible, or ambiguous manner, information needed by the average consumer to take an informed purchasing decision (misleading omissions);
- (iii) implement commercial practices characterized by harassment or coercion or exploit a position of power in relation to consumers so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision (aggressive practice).

We are committed to supporting the environment. The supplier shall not implement any form of greenwashing, including: (a) the making of a generic environmental claim suggesting or creating the impression of excellent environmental performance, without recognized excellent environmental performance that is relevant to the claim; (b) displaying a sustainability label that is not based on a certification scheme or not established by public authorities; and (c) the making of claims, based on the offsetting of greenhouse gas emissions, that a product has a neutral, reduced, or positive impact on the environment in terms of emissions, which may mislead consumers into believing that such claims relate to the product itself or to the supply and production of that product, or that the consumption of that product does not have an environmental impact.

- **Protecting personal data and cybersecurity**

We require our suppliers to comply with all applicable laws and regulations (hereinafter referred to as "Privacy laws") concerning the protection of data and personal information processed on behalf of the Group.

The supplier must respect the privacy rights of its employees, as provided by Privacy laws. In particular, as a minimum requirement, personal employee data must be kept confidential and secure, and special categories of personal data and/or sensitive information must be made accessible only to authorized personnel, and their use for discriminatory or other unlawful purposes must be prevented. The supplier guarantees that (i) it has properly

trained the persons authorized to do the processing, and (ii) correctly identified privacy roles in the performance of its activities and services, in compliance with Privacy laws. The supplier must correctly qualify privacy roles also with regard to its sub-suppliers.

Whenever the supplier acts as a processor of personal data within the meaning of Privacy laws, the supplier shall sign a written agreement with the Group detailing its obligations regarding the processing of personal data and any data transfers. The supplier shall implement appropriate technical and organizational measures to ensure the integrity, security, and confidentiality of personal data and shall notify the Group as soon as possible – and, in any event, within 24 hours of discovery, including providing preliminary information (to be supplemented at a later date) of any data breach that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to personal data transmitted by the Group. The supplier, in addition, shall put in place the above-mentioned measures to ensure high standards of cybersecurity to guarantee the confidentiality of all information and data shared.

In addition, upon the Group's request and at its discretion, the supplier (and/or its sub-suppliers) may be required to complete a questionnaire aimed at assessing its cybersecurity readiness, . The information requested is intended to verify that the measures are adequate with respect to the highest market standards and applicable legislation. If the results of the questionnaire indicate non-compliance, the supplier (and/or its sub-suppliers) will be expected to take all necessary remedial actions.

6. AUDIT AND INSPECTION

The principles expressed in this Code are essential for the selection and ongoing evaluation of all suppliers.

Suppliers undertake to comply with any applicable onboarding and/or monitoring procedures provided by the Group, that include specific internal guidelines on the qualification, accreditation, selection, evaluation, and monitoring of suppliers and sub-suppliers. The supplier undertakes to respond to requests from the Group for documentation and information concerning the conduct of its activities and its compliance with applicable regulations and this Code of Conduct. Any questionnaire submitted in this context must be completed in good faith. The supplier also undertakes to inform the Group in writing of any changes that impact any of the information and/or answers provided in the questionnaire.

The Group reserves the right to periodically conduct announced and unannounced compliance audits, including through third party representatives, on its suppliers, as well as their own sub-suppliers, to verify their level of compliance with this Code of Conduct. During the audit activities, the supplier undertakes to provide the Group and its designated representatives, in a transparent and cooperative manner, with all information and documents required for the purpose of the audit and concerning the supplier's compliance with this Code of Conduct, including but not limited to information and documents concerning (i) the business relationships with the Group itself, (ii) the supplier's compliance with all applicable regulatory and administrative provisions concerning building and workplace safety and its capacity to conduct the business; and (iii) the supplier's compliance with tax, social security, social assistance, and Privacy laws. The supplier also undertakes to facilitate any required access to its own facilities (including employee housing) or those of its sub-suppliers, and to ensure that the latter also provide such information and documents. Cases of refusal or lack of cooperation during the audit or in the implementation of monitoring activities will be considered critical issues that may lead to the termination of the business relationship.

In the event of any breach of this Code by the supplier or its sub-suppliers, remediation plans must be prepared and communicated to the Group, if that breach can be dealt with in a reasonable timeframe and with no impactful consequences or potential damages to the Group (in which cases suspension of orders or termination of the contractual relations shall occur, as detailed below). If breaches are identified during an audit of a sub-supplier, the sub-supplier is responsible for developing a remediation plan, which must then be shared with the direct supplier. The direct supplier is accountable for monitoring the execution of this plan to ensure timely resolution of any deficiencies.

The Group reserves the right to suspend orders from the supplier, refuse to accept any purchase orders or returns from the supplier, if non-compliance is detected at any level, including its sub-suppliers, based on the severity of non-compliance and the time needed for remediation. The Group also reserves the right to terminate any relationship and/or contractual agreement with any supplier that refuses to implement the corrective measures

within a reasonable period of time without prejudice to the exercise of the rights and remedies provided for by law and relating to such termination. Notwithstanding the foregoing, both the supplier and the Group acknowledge that any serious breach of this Code may lead to the termination of pre-contractual negotiations, ongoing discussions, and/or the business relationship. Given the seriousness and potential damage of such a breach, termination will occur, without judicial intervention, prior notice, or delay upon notification. The Group also reserves the right to seek compensation and damages for any harm resulting from the breach.

Furthermore, in order to ensure full compliance with the Code of Conduct, it may be necessary to conduct monitoring activities, either directly or through third parties, of all suppliers, external collaborators and other parties belonging to the Group's supply chain. The Group reserves the right to verify that its suppliers implement monitoring activities for sub-suppliers through, for example, the request for relevant documentation.

7. WHISTLEBLOWING SYSTEM AND ALERT LINE

It is the responsibility of all individuals working with or for the Group to report any potential violations of this Code of Conduct.

The Group has adopted a [Misconduct Reporting Policy](#), available on the Group’s corporate website, and processes for third parties to raise concerns about misconduct confidentially and without fear of retaliation. Third parties are invited to report any suspected violations of this Code of Conduct committed in the course of business activities in accordance with Section 4 of the Misconduct Reporting Policy. The Group points out that reports made through the Misconduct Reporting Policy allow it to operate with complete respect for the anonymity of the whistleblower and total respect for Privacy laws.

The Group reserves the right not to investigate reports that fall outside this Code of Conduct or lack sufficient evidence.

The supplier undertakes not to carry out any retaliation or discrimination against its personnel who file a report under the Misconduct Reporting Policy in good faith. The Group reserves the right to terminate all relations with suppliers who engage in retaliation or discrimination against whistleblowers.

The supplier shall also put in place a mechanism or procedure allowing its employees and stakeholders, to report any misconduct or raise a concern without fear of retaliation or negative impact.

<i>Date</i>	
<i>Company name and address of the supplier</i>	
<i>Name and surname of the legal representative of the Supplied</i>	
<i>Signature</i>	
<i>Chop (if applicable):</i>	

ANNEXURES

List of all Policies referenced in the supplier Code of Conduct and published on the Group's corporate website.

- a) [Group Code of Ethics](#)
- b) [Misconduct Reporting Policy](#)
- c) [Anti-Corruption Policy](#)
- d) [Anti-Money Laundering and Sanctions Policy](#)
- e) [Human Rights Policy](#)
- f) [Diversity, Equity, and Inclusion Policy](#)
- g) [Animal Welfare Policy](#)
- h) [Antitrust Compliance Policy](#)
- i) [Occupational Health & Safety Policy](#)
- j) [Chemical Management Policy](#)
- k) [Environmental Policy](#)