



L'abc della sicurezza aziendale

MOG 231
(*pursuant to* Legislative Decree no. 231 of 8-6-2001)

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CODE OF ETHICS

SECTION I - INTRODUCTION

Ratio

This Supplier Code of Conduct (hereinafter, the "Code") is an integral part of the MOG 231 adopted by the company *pursuant* to Legislative Decree no. 231 of 8 June 2001, and is in direct continuity with the Code of Ethics of the same, extending and specifying its principles in the supply chain.

The company is aware that its social and ethical responsibility does not end within internal organizational boundaries, but extends to the entire production and commercial chain.

From this point of view, the selection of suppliers and the management of supply relationships constitute an essential safeguard for the prevention of predicate crimes *pursuant* to Legislative Decree no. 231 of 8 June 2001, for the protection of corporate reputation and for the creation of shared value with all *stakeholders*.

The adoption of this Code also responds to the need – overseen by art. 6, paragraph 2, letter b), Legislative Decree no. 231 of 8 June 2001 – to adopt specific protocols aimed at planning the formation and implementation of the entity's decisions in relation to the crimes to be prevented, extending *compliance measures* to third parties operating in the name or on behalf of the company.

Scope

This Code applies to all suppliers of goods and services of the company (hereinafter, "Suppliers"), as well as their subcontractors, subcontractors and any other parties involved in the supply chain.

Each Supplier is required to:

- fully comply with the provisions of this Code;
- to ensure that the principles and rules contained herein are respected by its employees, collaborators, agents, consultants, subcontractors and subcontractors;
- inform its subcontractors and subcontractors of the existence and content of this Code, requiring compliance with it.

This Code also applies, as far as it is compatible, to persons who have pre-contractual or negotiation relationships with the company aimed at establishing a supply relationship.

Relationship with the Code of Ethics and MOG 231

This Code integrates and specifies, with regard to supply relationships, the general principles already set out in the company's Code of Ethics: integrity, honesty, fairness, loyalty, transparency, confidentiality, responsibility, environmental protection, health and safety at work.

In the event of conflict or interpretative doubt between this Code and the Code of Ethics, the most restrictive provision or the greatest protection of corporate values prevails.

All Suppliers acknowledge that this Code is an integral part of the company's MOG 231 and that its violation is relevant for the purposes of applying the disciplinary and sanctioning system provided for by MOG 231 itself, without prejudice to the contractual consequences described in Section VI.

SECTION II – GENERAL PRINCIPLES

Integrity, honesty, fairness and loyalty

Suppliers must base their conduct on principles of integrity, honesty, fairness and loyalty at every stage of the relationship with the company: from selection and negotiation, to the execution of the contract, up to its termination.

No Supplier may invoke the conviction of acting in the interest or to the advantage of the company to justify conduct contrary to the provisions of this Code, the Code of Ethics, MOG 231 or the law.

Human rights and working conditions

Suppliers shall:

- recognize and protect the fundamental human rights of all workers employed in their business and supply chain;
- comply with the fundamental conventions of the International Labour Organization (ILO) on forced labour, child labour, freedom of association, the right to collective bargaining, discrimination and remuneration;
- guarantee wages that comply with the applicable national collective labour agreements and in any case sufficient to ensure a free and dignified existence;
- comply with the working hours required by law and applicable collective bargaining;
- to ensure decent and safe working conditions.

Suppliers condemn and refrain from any form of harassment or discrimination based on age, sex, health condition, race, political opinions, religious beliefs, sexual orientation or any other personal or social condition.

The use of child labour is expressly prohibited, even if permitted by the local legislation of the country in which the Supplier operates.

The company requires compliance with the minimum age limit provided for by Italian legislation and ILO conventions.

The use of forced or compulsory labour, trafficking in human beings and any form of modern slavery is also prohibited, even if tolerated by local legislation.

Environment

Suppliers shall:

- operate in full compliance with national and international legislation on environmental protection;
- adopt the best available technologies to prevent, reduce and, where possible, eliminate pollution and environmental risks associated with its activity;
- manage waste in accordance with applicable legislation, promoting reduction, reuse and recycling;
- monitor and reduce emissions into the atmosphere, water discharges and consumption of natural resources;
- have all the environmental authorizations necessary to carry out their business.

Occupational health and safety

Suppliers shall:

- fully comply with the legislation on health and safety at work;
- adopt and effectively implement an occupational health and safety management system, proportionate to the nature and size of the activity;
- assess all risks associated with the activities carried out and combat them at source;
- guarantee its workers the necessary information, education and training on health and safety;
- provide adequate personal protective equipment and ensure its correct use;
- comply with art. 23, Legislative Decree no. 81 of 9 April 2008, which prohibits the manufacture, sale, rental and concession for use of work equipment, personal protective equipment and systems that do not comply with the laws and regulations in force.

In the context of the tender or work contracts, the Suppliers undertake to actively cooperate with the company for the implementation of measures for the prevention and protection of risks at work and for the coordination of protection and prevention interventions, pursuant to art. 26, Legislative Decree no. 81 of 9 April 2008, informing each other also in order to eliminate the risks due to interference between the various activities.

Prohibition of alcohol, narcotic and psychotropic substances

Suppliers must adopt appropriate measures to prevent the use of alcohol, drugs and psychotropic substances by their personnel during working hours and, in any case, during the performance of work activities on behalf of or in the interest of the company.

Confidentiality and data protection

Suppliers shall:

- guarantee the confidentiality of all information, data, documents and technical knowledge of which they become aware due to the supply relationship;
- not to disclose to third parties, or use for their own benefit or for the benefit of third parties, the confidential information acquired;
- process the personal data they come into possession of as part of the supply relationship in full compliance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree no. 196 of 30 June 2003;
- adopt appropriate technical and organisational measures to ensure the security of the data processed.

Fair competition

Suppliers must comply with the rules of fair competition and refrain from any conduct that distorts competition, including restrictive agreements, abuses of dominant positions and unfair commercial practices.

European Union restrictive measures

In accordance with the provisions of the company's Code of Ethics, the Suppliers declare and guarantee:

- that they are not subjects designated by restrictive measures of the European Union pursuant to art. 29 TEU and 215 TFEU;
- not to be included in the lists of persons, entities or bodies subject to the freezing of funds or economic resources or other restrictions published by the European Union;
- not to be owned, controlled or directed, directly or indirectly, by persons designated by restrictive measures of the European Union;

- that the goods supplied to the company are intended exclusively for civilian purposes and not, directly or indirectly, for military or defense purposes.

The Suppliers undertake to immediately notify the company of any supervening circumstances that may determine the occurrence of the above conditions.

SECTION III – SPECIFIC *STANDARDS* OF CONDUCT

Integrity in relations with the Public Administration

Suppliers shall:

- operate with independence, integrity and transparency in all relations with the Public Administration;
- refrain from offering, promising or paying, directly or indirectly, sums of money, goods or other benefits to public officials, persons in charge of public services or their family members, in order to obtain undue advantages for themselves or for society;
- refrain from producing false documents or documents containing altered information, as well as from omitting information due in order to obtain funding, contributions or public authorisations;
- to keep and make available to the company the documentation relating to any relationship with the Public Administration as part of the supply relationship.

Anti-corruption

Suppliers shall:

- refrain from any form of corruption, active and passive, public and private;
- adopt, in proportion to the size and nature of its activity, a system of internal controls and procedures suitable for preventing the commission of corruption offences;
- not to offer, promise or pay gifts, gifts or other benefits to employees, collaborators or representatives of the company, except in the case of gifts of modest value, in accordance with normal commercial practices and such that they cannot be interpreted as aimed at obtaining preferential treatment;
- not to request or accept, from employees, collaborators or representatives of the company, gifts, gifts or other benefits that exceed the modest value;
- immediately report to the Company any attempt at corruption or bribery of which they have become aware in the context of the supply relationship.

The Suppliers acknowledge that the company, in accordance with its MOG 231, considers corruption in all its forms absolutely not tolerated and that any violation will result in the consequences described in Section VI.

Conflict of interest

Suppliers shall:

- avoid any situation of conflict of interest, even potential, with the company;
- promptly notify the Company of any circumstance that may constitute a conflict of interest, including kinship, affinity or marriage relationships with employees, collaborators or directors of the Company involved in the process of selection, negotiation or management of the supply relationship;
- refrain from employing, in the execution of the supply contract, employees or *former* employees of the company, without the prior written authorization of the company itself.

Prohibition of money laundering and terrorist financing

Suppliers shall:

- comply with anti-money laundering and anti-terrorism legislation;

- ensure that the funds used for the performance of the supply contract come from legitimate sources;
- refrain from having relations with persons involved in money laundering or terrorist financing activities;
- immediately report any suspicious transaction to the company of which they become aware.

Fiscal, contributory and wage regularity

Suppliers shall:

- be in compliance with the tax, contribution and insurance obligations provided for by Italian legislation and, where applicable, by the legislation of the country in which they operate;
- guarantee the regular payment of salaries to its employees and the payment of social security and welfare contributions;
- provide the company, upon request, with the Single Contribution Regularity Document (DURC) or equivalent documentation;
- fully apply the national collective labour agreements of the sector to which they belong.

Traceability and transparency

Suppliers shall:

- guarantee full traceability of all operations related to the execution of the supply contract;
- keep and make available to the company the accounting, administrative and technical documentation relating to the supply relationship for a period of not less than ten years from the termination of the relationship;
- adopt an accounting system that complies with the applicable regulations and is suitable for ensuring the correct and truthful recording of each transaction.

Liability in subcontracting

Suppliers using subcontractors must:

- select subcontractors according to objective and transparent criteria of professionalism, quality, cost-effectiveness and compliance with the principles of this Code;
- require subcontractors to comply with the *standards* of conduct set out herein.

SECTION IV – REPORTING, TRANSPARENCY AND *WHISTLEBLOWING* *OBLIGATIONS*

Information obligations

Suppliers shall:

- promptly notify the company of any change in its corporate, organisational or equity structure that may affect the execution of the supply contract or the maintenance of the requirements set out in this Code;
- promptly communicate the onset of criminal, civil or administrative proceedings against it, or against its directors and managers, which may be relevant for the purposes of the supply relationship;
- promptly communicate the adoption of interdictory, precautionary or sanctioning measures by administrative or judicial authorities;
- provide the company, upon request, with any information or documentation necessary to verify compliance with this Code.

Whistleblowing reporting channel

The company has established an internal channel for the management of *whistleblowing reports*, in accordance with the provisions of Article 6, paragraph 2-bis, Legislative Decree No. 231 of 8 June 2001 and Legislative Decree No. 24 of 10 March 2023.

Suppliers, their employees, contractors and subcontractors can use the company's *whistleblowing* channel to report:

- violations or suspected violations of this Code, the Code of Ethics or the company's MOG 231;
- facts or conduct that may constitute a predicate crime *pursuant to* Legislative Decree no. 231 of 8 June 2001;
- illicit or fraudulent conduct carried out by employees, collaborators or representatives of the company.

The company ensures the confidentiality of the identity of the whistleblower and prohibits any form of retaliation, discrimination or penalization against the whistleblower who has made a report in good faith.

The methods of access to the *whistleblowing* channel and the related operating instructions are available to Suppliers by publication on the company *website*.

SECTION V – CONTROLS AND VERIFICATIONS

Self-assessment

Suppliers are required to declare, at the time of establishing the supply relationship, that they meet the requirements of this Code.

Audits and inspections

The company, directly or through third parties appointed for this purpose, reserves the right to carry out, at any time and with reasonable notice, *audits* and inspections at the Supplier's offices and places of performance of the service, in order to verify compliance with this Code.

Suppliers shall:

- allow access to its premises, plants and documents to the persons in charge of verification;
- provide full cooperation during *audit activities*;
- promptly remove any non-conformities found.

Unjustified refusal to submit to the checks or obstruction of the same constitutes a serious violation of this Code.

Monitoring

The company's Supervisory Body monitors the implementation of this Code, reporting any critical issues to the Top Management.

SECTION VI – VIOLATIONS AND CONSEQUENCES

Code violations

Any conduct, whether commissive or omissive, that conflicts with the principles and requirements contained herein constitutes a violation of this Code.

Consequences

In the event of a violation of this Code, without prejudice to the application of the disciplinary sanctions provided for by MOG 231 for any employees and collaborators of the company involved, the company reserves the right to adopt, in relation to the seriousness of the violation and according to the principle of proportionality, the following measures against the Supplier:

- verbal warning – for minor violations, with an invitation to remove the violation and to take the necessary corrective measures within an assigned timeframe;
- written warning and suspension of the supply relationship – for violations of medium severity, including the precautionary suspension of the Supplier from the company's supplier register, until the required corrective measures are taken;
- termination of the contract and exclusion from the register of suppliers – for serious violations. The provisions of this Code constitute essential obligations of the supply relationship, the violation of which legitimizes the company to declare the termination of the contract by law.

In any case, the company assesses the right to obtain compensation for all damages, pecuniary and non-pecuniary, suffered as a result of the violation, including reputational damage.

In any case, the following constitute a serious violation, which legitimizes the termination of the contract by law:

- the commission of a predicate offence *pursuant* to Legislative Decree no. 231 of 8 June 2001 in the interest or to the advantage of the Supplier, involving the company or the supply relationship;
- the violation of the rules on child labour, forced labour and human rights;
- the initiation of criminal proceedings against the Supplier, its directors or managers, for serious offences affecting professional morality;
- the falsity of the declarations made to the company during selection, qualification or self-assessment, or during the supply relationship.

SECTION VII – FINAL PROVISIONS

Acceptance and compulsory

This Code is an integral and essential part of any supply contract entered into with the company.

At the time of signing the contract, the Supplier declares:

- that they have received a copy of this Code and of the Company's Code of Ethics;
- to fully know its content;
- to accept all its prescriptions without reservation;
- to undertake to comply with them and to ensure that they are respected by their employees, collaborators, subcontractors and subcontractors.

Dissemination and updating

This Code is published on the company *website* and is brought to the attention of all Suppliers when entering into the contract or supply relationship.

The company reserves the right to periodically update this Code, notifying the Suppliers.

SECTION VIII – COMMERCIAL AGENTS AND INTERMEDIARIES

Scope and contractual coordination

This section applies to commercial agents, commercial intermediaries and, where authorised, sub-agents who promote, in the name and/or on behalf of the company, the conclusion of contracts relating to the company's products and services.

Commercial agents and intermediaries are not equated with Suppliers in terms of supply chain aspects.

The general principles and compliance obligations *provided for in this Code, the company's Code of Ethics, MOG 231, the agency agreement and the commercial instructions given by the company* apply to them, insofar as they are compatible with the nature of the relationship.

This section is an integral part of the agency contract or brokerage assignment, provided that it is expressly referred to and accepted in writing.

It does not modify or derogate from the mandatory provisions applicable to the agency agreement, including those relating to written form, obligations of loyalty and good faith, commissions, exclusivity, agent's liability and termination indemnity.

The agency contract must identify with sufficient clarity the subject of the assignment, the area, the clientele or categories of customers concerned, the products handled, the powers of the agent and the criteria for calculating commissions, in accordance with art. 1742 of the Italian Civil Code.

General obligations of the staff member

In carrying out the assignment, the agent must protect the interests of the company and act with loyalty, fairness, professionalism and good faith.

You must comply with the instructions received, use only commercial materials and information approved by the Company and promptly provide any useful information on customers, the market, economic conditions and the risks associated with the business promoted.

These obligations are consistent with art. 1746 of the Italian Civil Code, which requires the agent to protect the principal's interests, observe the instructions received and inform him of market conditions and any circumstance useful for assessing the convenience of business.

The agent may not make commitments, make statements, grant discounts, extensions, guarantees or conditions other than those previously authorized by the company.

Unless expressly authorized or authorized in writing, the agent does not have the power to conclude contracts in the name and on behalf of the company, to collect sums, to modify the general conditions of sale or to represent the company beyond the limits of the assignment received.

If the agent is authorized to collect company receivables, he must operate within the limits of the authorization received and may not grant discounts or deferrals without specific authorization, in accordance with art. 1744 of the Italian Civil Code.

Integrity, anti-corruption and giveaways

The agent must refrain from any form of corruption, bribery, undue inducement, fraud, embezzlement or other unlawful conduct, both in relations with private persons and in relations with public officials and persons in charge of public services.

It is forbidden for the agent, directly or through third parties:

- offering, promising, authorizing or paying money, gifts, benefits, hidden commissions or other undue advantages to customers, potential customers, public officials, public service officers or their family members;
- solicit or accept undue advantages from customers, suppliers or other parties involved in business promoted for the company;
- make payments to intermediaries, consultants or other parties when the underlying service is not effective, documented and consistent with the assignment;
- use own or company funds for purposes other than those authorised;
- promise results, commercial terms, authorizations or delivery times not approved by the company.

Only gifts or forms of hospitality of modest value, occasional, transparent, in compliance with applicable laws and commercial practices, which cannot influence or appear likely to influence the recipient's decision, are allowed.

Money, securities, cash equivalents and benefits aimed at obtaining preferential treatment are always prohibited.

Relations with the Public Administration and customers subject to special rules

If the agent operates with the Public Administration or with subjects subject to particular rules of public tendering, he must comply exclusively with the instructions of the company and the applicable legislation.

It is forbidden to submit false, incomplete or altered documents, declarations or information, omit due information, unduly influence administrative procedures or unlawfully interfere in tender procedures, the request for authorizations, the granting of funding or the management of institutional relations.

The agent must immediately inform the company of any request for money or other benefits, even indirect, received from a customer, a public official, a public service officer or a person who declares that he can influence the business.

Conflicts of interest, exclusivity and competition

The agent must notify the company in advance of any situation of conflict of interest, even potential, including:

- personal, family, corporate or economic relationships with customers or potential customers;
- shareholdings or assignments in client, competing or associated companies;
- assignments received from other companies operating in the same sector or in the same area;
- situations in which personal interest or that of related parties may interfere with the proper promotion of the company's business.

The agent must comply with any exclusivity and non-competition obligations provided for by the contract and by law.

In particular, unless otherwise valid and effective, the agent may not take on assignments in the same area and for the same branch from companies in competition with each other, in accordance with the provisions of art. 1743 of the Italian Civil Code.

Any derogation from the area, the clientele, the products handled, the exclusivity or the limits of the assignment must result from a written deed or written authorization of the company.

The staff member may not independently extend his mandate or present himself as authorized to operate outside the contractual limits.

Customers, orders, commissions and traceability

The agent must acquire and transmit to the company complete, correct and verifiable orders, proposals and commercial information, without altering data relating to customers, prices, quantities, discounts, payment conditions, destination of the products or delivery methods.

The agent must inform the company, prior to the transmission of the order or as soon as it becomes aware of it, of any circumstances that may affect the solvency, reliability or legitimacy of the transaction, including changes in the ownership, structure or economic and financial situation of the client.

Commissions are calculated and paid exclusively according to the agency agreement and applicable law.

This Code does not introduce any reductions, conditions precedent or limitation of the agent's right to commission other than those validly agreed upon in the agency agreement.

The agent must keep and make available to the company, for the period provided for by law or contract, the documents and communications relating to the business promoted, gifts and expenses incurred on behalf of the company, as well as any document necessary to ensure the traceability of the activity carried out.

Anti-money laundering, sanctions and destination of products

The agent must cooperate with the company in the identification and evaluation of customers, beneficial owners and contractual counterparties, within the limits of the activities entrusted to him and the information reasonably available.

You may not conduct or facilitate business with persons subject to European Union restrictive measures or with persons owned, controlled or directed, directly or indirectly, by designated persons or entities, where the transaction is prohibited or subject to applicable restrictions.

The agent must immediately report to the company any anomalies relating to the identity of the customer, beneficial ownership, origin of funds, destination of products, payments from third parties or from countries other than those provided for in the contract, as well as any circumstance that may indicate a risk of money laundering, terrorist financing or circumvention of restrictive measures.

The agent must not promote the sale of the products for military or defense purposes when prohibited by the company's instructions, contract or applicable law.

Subagents and Associates of the Agent

The agent may not use sub-agents, brokers, consultants or other collaborators to carry out the assignment without the prior written authorization of the company, except as otherwise provided for in the agency agreement.

In the event of authorisation, the agent must:

- select collaborators according to criteria of professionalism, reliability and integrity;
- inform them of the Code of Ethics, MOG 231 and this section;
- impose on them in writing obligations of conduct at least equivalent to those provided for herein;
- supervise their work;
- communicate to the company their identity, the role played and any remuneration;
- to answer to the company for violations committed in the performance of the activities entrusted, without prejudice to the mandatory limits provided for by law and by the contract.

Confidentiality, data protection and business tools

The agent must keep the company's commercial, technical, financial and organizational information confidential and use it exclusively for the performance of the assignment.

The agent must process the personal data of customers, potential customers, employees and collaborators of the company in compliance with the applicable legislation on the protection of personal data and the instructions received from the company.

You must take appropriate measures to prevent unauthorized access, loss, disclosure or misuse of data.

The company's tools, trademarks, catalogs, price lists, accounts, computer systems and other materials must be used solely for purposes related to the engagement and returned or deactivated upon termination, in accordance with the company's instructions.

Reporting and whistleblowing

The agent and his collaborators may use the company's internal *whistleblowing* reporting channel to report, in good faith and in the manner published on the company website, violations or suspected violations of this Code, the Code of Ethics, MOG 231 or applicable legislation, as well as requests or attempts for corruption, fraud, money laundering or retaliation.

The company guarantees the management of reports in accordance with applicable legislation and protects the confidentiality of the identity of the whistleblower within the limits provided for by law.

Any retaliation or penalization against those who make a report in good faith is prohibited.

The agent must cooperate in internal audits relating to reports or violations concerning his or her business, providing complete, truthful and documented information.

Controls and verifications

The company may ask the agent for information and documentation reasonably necessary to verify compliance with this section, the agency agreement, the Code of Ethics and MOG 231.

The checks must be proportionate to the task, respectful of the confidentiality of the agent and the personal data processed and may not involve the acquisition of information unrelated to the relationship or covered by professional secrecy, where applicable.

The agent must cooperate in the checks and adopt, within the deadline indicated by the company, the agreed corrective measures.

Unjustified refusal to provide information or the production of false or altered documentation constitute violations of this Code.

Contractual violations and consequences

Violation of this section, the Code of Ethics or the compliance provisions referred to in the agency agreement may constitute a breach of contract and, depending on the seriousness of the case, may result in:

- written objection and request for corrective measures;
- temporary suspension of our business, access to systems, or use of our materials;
- revocation of specific authorizations or powers conferred;
- exclusion of non-compliant collaborators or subagents;
- termination of the agency contract, where the legal conditions are met and an express termination clause specifically formulated has been inserted;
- claim for damages, where due.

In particular, the following constitute violations of significant gravity:

- corruption or fraud;
- falsification of orders or documents;
- the violation of the applicable restrictive measures;
- concealment of conflicts of interest; knowingly promoting illicit business;
- the unauthorized use of sub-agents;
- serious breach of confidentiality or data protection obligations;
- obstruction of verifications or the commission of retaliation against a whistleblower.

The termination clause and other contractual consequences must be coordinated with the agency agreement and applied in compliance with the mandatory legislation, including the agent's rights relating to commissions and termination indemnities.

In particular, a general liability of the agent for the customer's default cannot be introduced, as this agreement is prohibited by art. 1746 of the Italian Civil Code, except in exceptional cases and under the conditions provided for by the same provision.

SECTION IX – AUTHORIZED DISTRIBUTORS AND DEALERS

Scope and nature of the relationship

This section applies to distributors, sales dealers, authorized dealers, importers and, where authorized, sub-distributors who purchase the Company's products for resale to third parties.

For the purposes of this Code, the Distributor operates, unless otherwise expressly agreed in writing, in its own name and on its own account, purchases the products from the company and resells them independently to its customers, assuming the economic risk of subsequent marketing and drawing its margin from the difference between the purchase price and the resale price.

The Distributor is not an agent, representative, agent, commission agent, employee or partner of the company and may not assume obligations, make representations or enter into contracts in the name and on behalf of the company, unless specifically authorized or authorized in writing.

This section integrates and specifies, with regard to distribution and resale relationships, the principles of this Code, the Code of Ethics and the company's MOG 231. It applies insofar as it is compatible with the distribution contract, the general terms and conditions of sale and the applicable legislation.

The distribution contract or the general conditions of sale must clearly identify, where relevant, the products, the territory, the customers or the sales channels, the possible exclusivity, the duration of the relationship, the possible commercial objectives, the conditions of purchase and the limits of use of the company's trademarks and materials.

The granting of the status of "distributor", "authorized dealer" or other similar name does not, in itself, confer any territorial or product exclusivity right. Any exclusivity must result from an express and written agreement.

General obligations of the Distributor

The Distributor must:

- operate with integrity, honesty, fairness, loyalty and transparency;
- comply with this Code, the Code of Ethics, the company's MOG 231 and the technical and commercial instructions received;
- maintain an organization, structure and resources adequate for the proper storage, promotion and resale of products;
- ensure that its employees, collaborators, sub-distributors, resellers and other intermediaries involved in marketing are aware of and comply with the provisions applicable to them;
- promptly inform the Company of any circumstance that may affect the regular performance of the relationship or the reputation of the Company;
- refrain from presenting himself as an employee, agent, representative or person with powers other than those actually conferred.

The Distributor may not modify, alter, mix, repackage, relabel or use the products for purposes other than those provided for in the company's technical and commercial documentation, without prior written authorization and in compliance with applicable regulations.

Resale & Product Information

In marketing the products, the Distributor must:

- provide customers with correct, complete, up-to-date and verifiable information;
- use only technical data sheets, safety data sheets, labels, instructions for use, certifications and promotional materials approved or provided by the company;
- not to make statements on the characteristics, composition, performance, safety, destination or origin of the products other than those authorized by the company;
- comply with instructions regarding the transport, storage, handling, preservation and disposal of products;
- ensure that products are marketed in unopened packaging and comply with the applicable requirements;
- communicate without delay to the Company any complaints, disputes, accidents, non-conformities, suspected defects, requests for withdrawal or recall and any other information potentially relevant to the safety or conformity of the products;
- Collaborate with the Company in the verification, withdrawal, recall, replacement or management of non-conformities.

The Distributor must maintain a system suitable for ensuring the traceability of orders, batches, deliveries and customers to whom the products have been resold, making this information available to the company upon request and in compliance with the legislation on the protection of personal data.

Trademarks, distinctive signs and commercial materials

The Distributor may use the trademarks, names, logos, catalogues, price lists, images, digital content and other distinctive signs of the company exclusively within the limits and for the purposes authorised.

The Distributor is prohibited from:

- register or use domain names, *accounts*, *social media* pages, signs or denominations containing the Company's trademarks or distinctive signs without prior written authorization;
- modify or alter the company's marketing materials;
- use the company's trademarks for products other than those authorized;
- attribute to itself qualifications, certifications, authorizations or exclusivity not recognized in writing by the company;
- create confusion between one's own activity and that of the company;
- Retain use of the trademarks, materials, or references to the Company after termination or suspension, unless otherwise authorized in writing.

Upon termination of the relationship, the Distributor must cease without delay all use of the company's trademarks and materials, removing the relevant references from its website, digital channels, commercial documentation and other media at its disposal.

Territory, clientele and exclusivity

The Distributor must respect the territory, the customers, the sales channels and any marketing limits provided for in the distribution contract.

Any exclusivity, prohibition on marketing competing products, minimum purchase or turnover obligations and commercial objectives are valid to the extent that they are expressly provided for in the contract and comply with the applicable legislation.

The parties must verify the compatibility with national and European competition law of any provision relating to:

- prices or conditions of resale;
- territorial or customer limitations;
- active or passive sales;
- sales via the internet or other digital channels;
- non-compete obligations;
- exclusive procurement;
- bans on the marketing of competing products.

The company may communicate recommended or maximum resale prices, where permitted by applicable law, but the Distributor remains responsible for its own commercial decisions and may not be bound to fixed or minimum resale prices in violation of competition rules.

Integrity, anti-corruption and giveaways

The Distributor must refrain from any form of corruption, bribery, undue inducement, fraud, embezzlement or other unlawful conduct in relations with customers, potential customers, suppliers, intermediaries, public officials and public service representatives.

The Distributor, directly or through its employees, collaborators, sub-distributors or other intermediaries, is prohibited from:

- offer, promise, authorize or pay any money, gifts, benefits, hidden fees or other undue advantages;
- request or accept undue advantages in connection with the sale or promotion of the Company's products;
- make payments to intermediaries or consultants in the absence of an effective, documented and consistent performance with the assignment;
- make payments to parties other than the actual counterparty, unless adequately justified and prior authorised by the company;
- use the company's funds or commercial contributions for purposes other than those authorized;
- Submit false, altered, or incomplete documents, orders, reports, or information to the Company or customers.

Only gifts or forms of hospitality of modest value, occasional, transparent, compliant with the law and normal commercial practices, which cannot influence or appear likely to influence the decisions of the recipient, are allowed.

Money, securities, cash equivalents and benefits aimed at obtaining preferential treatment are always prohibited.

Relations with the Public Administration

If the Distributor operates with the Public Administration, with investee companies or with parties involved in tender procedures or in the assignment of public contributions and authorizations, it must comply with the applicable regulations and the company's instructions.

It is forbidden:

- offer or promise money or other benefits to public officials or persons in charge of public services;
- produce or use false documents or documents containing altered information;
- omit information required to obtain funding, contributions, authorizations or other public benefits;
- unduly influencing tenders, administrative proceedings or public decisions;
- use the company's name, trademarks, or business position to exert improper pressure.

The Distributor must immediately notify the company of any request for money, benefits or undue advantage received in the course of the commercial activity.

Conflicts of interest and competing products

The Distributor must promptly notify the company of any conflict of interest, even potential, that may affect the proper execution of the relationship, including personal, corporate or economic relationships with customers, competitors, public officials or employees of the company.

Any prohibition or limitation relating to the marketing of competing products must result from an express, determined agreement in accordance with the applicable regulations. The Distributor may not use confidential information, materials, commercial data or distinctive signs of the company to promote competing products.

Unless otherwise authorized in writing, the Distributor must not present the company's products in the same communication, web page, catalog or promotional initiative in such a way as to create confusion with competing products or to suggest a relationship of collaboration, approval or equivalence that does not exist.

Anti-money laundering, sanctions and final destination

The Distributor must adopt procedures proportionate to its activity to know and evaluate its customers, any beneficial owners and the destination of the products.

The Distributor must:

- comply with applicable anti-money laundering and terrorist financing legislation;
- ensure that payments related to transactions come from legitimate sources and are made through traceable channels;
- not to maintain relationships or conclude prohibited transactions with persons subject to restrictive measures of the European Union or controlled by them;
- verifying, within the limits of reasonably available information, the final destination of the products and the identity of the end user;
- not to resell products for military or defense purposes when prohibited by the company, contract or applicable law;
- immediately report to the company anomalies relating to the customer, the beneficial owner, the country of destination, payments, the end user or the possible circumvention of restrictive measures;
- immediately notify the Company of any changes that may affect the statements made regarding sanctions or trade restrictions.

Subdistributors and sales network

The Distributor may not appoint subdistributors, resellers, importers, agents or other intermediaries to market the company's products without the prior written permission of the company, except as otherwise provided in the contract.

In the event of authorization, the Distributor must:

- select the subjects of its network according to criteria of professionalism, reliability, integrity and organizational adequacy;
- communicate to the Company, upon request, the identity, headquarters, role and operational area of the sub-distributors;
- inform them of the existence and content of this Code, the Code of Ethics and the rules applicable to the marketing of products;
- impose on them obligations of conduct at least equivalent to those provided for in this section;
- supervise their work and promptly adopt corrective measures in the event of non-compliance;
- prevent unauthorized use of the Company's trademarks and materials;
- To cooperate with the company in the management of complaints, incidents, recalls and product recalls.

The Distributor is liable to the company for the fulfilment of the obligations assumed by it in relation to its commercial network, without prejudice to the provisions of the law, the contract and the specific agreements relating to the individual sub-distributors.

Confidentiality and data protection

The Distributor must keep the company's commercial, technical, financial and organizational information confidential and use it exclusively for the execution of the relationship.

The Distributor must process the personal data of customers, potential customers, employees and collaborators of the company in compliance with Regulation (EU) 2016/679, Legislative Decree no. 196 of 30 June 2003 and the other applicable legislation, adopting appropriate technical and organisational measures to prevent loss, unauthorised access, disclosure or improper use of data.

The Distributor shall promptly inform the company of any personal data breaches or security incidents that may affect the company's information or systems.

Whistleblowing reports

The Distributor, its employees, collaborators and sub-distributors may use the company's internal *whistleblowing* reporting channel , in accordance with the procedures published on the company website, to report in good faith:

- violations or suspected violations of this Code, the Code of Ethics or MOG 231;
- corrupt or fraudulent conduct;
- violations of restrictive measures or rules on the destination of products;
- falsification of documents, orders or reports;
- material safety, environmental or human rights violations;
- retaliation or conduct likely to obstruct a report.

The company manages reports in accordance with applicable legislation and protects the confidentiality of the identity of the whistleblower within the limits provided for by law.

Any form of retaliation, discrimination or penalization against those who make a report in good faith is prohibited.

The Distributor must cooperate in the verification of reports or violations concerning its business, providing complete, truthful and documented information.

Controls and verifications

The company may ask the Distributor for information and documentation reasonably necessary to verify compliance with this Section, the distribution agreement, the Code of Ethics and MOG 231.

The checks may concern, in particular:

- the traceability of orders, batches and sales;
- compliance with technical and safety instructions;
- the management of complaints and non-conformities;
- the use of trademarks and trade materials;
- relations with sub-distributors and other intermediaries;
- compliance with the rules on corruption, sanctions and the final destination of products;
- documentation relating to gifts, payments, promotional contributions and commercial expenses.

The checks must be proportionate to the assignment and respect the confidentiality of the Distributor and the legislation on the protection of personal data.

The Distributor must cooperate in the checks and adopt, within the deadline agreed with the company, the required corrective measures.

Unjustified refusal to provide information or documentation, obstruction of verifications and the production of false or altered documents constitute violations of this Code.

Violations and consequences

Any conduct, whether commissive or omissive, contrary to the principles and obligations set forth herein constitutes a violation of this Section.

In the event of a violation, the company may adopt, depending on the seriousness of the breach and in compliance with the contract and the law:

- written objection and request for corrective measures;
- suspension of orders, supplies, authorizations or access to the Company's materials and systems;
- revocation of the qualification of authorized distributor or reseller;
- exclusion from the commercial network;
- termination of the contract, where the legal and contractual conditions are met;
- claim for damages, where due.

In particular, the following constitute violations of significant gravity:

- corruption, fraud, embezzlement, money laundering or terrorist financing;
- the violation of the applicable restrictive measures;
- falsifying orders, documents, sales data or customer information;
- knowingly selling products to prohibited persons or destinations;
- the unauthorized use of trademarks or the self-attribution of non-existent exclusivity, qualifications or authorizations;

- the appointment of unauthorised sub-distributors or intermediaries;
- the serious violation of instructions regarding the safety, storage, handling or recall of products;
- obstruction of verifications or retaliation against a whistleblower.

If the distribution contract provides for an express termination clause, the parties must specifically identify the obligations whose violation gives the company the right to declare termination pursuant to art. 1456 of the Italian Civil Code.

Termination does not operate automatically for the sole occurrence of the violation, but requires the company's declaration that it intends to make use of the clause.