

SUPPLIER CODE OF CONDUCT

CONTENTS

1.	Introduction	2
2.	Recipients	2
3.	Integrity and Ethics.....	2
3.1	Business Ethics.....	2
3.2	Compliance with the Law in Business Management	2
3.3	Avoiding Conflicts of Interest	2
3.4	Prohibition of Corrupt Practices	3
4.	Responsible Working Environment	3
4.1	Prohibition of Child Labour.....	3
4.2.	Prohibition of Forced, Compulsory and Involuntary Labour.....	3
4.3.	Wages, Working Hours and Other Conditions	3
4.4	Equal treatment, prohibition of discrimination and harassment	4
4.5.	Freedom of Association and Collective Bargaining	4
4.6.	Workplace Hygiene, Health and Safety.....	4
5.	Environmental Protection.....	4
5.1.	Environmental Protection	4
5.2.	Energy Transition	5
5.3.	Air, Water, Soil, Subsoil and Biodiversity	5
5.4.	Waste Management.....	5
6.	Violations and Monitoring.....	5
6.1.	Violations of the Code.....	5
6.2.	Monitoring.....	5
6.3.	Supplier Declaration	6
7.	Confidentiality, Intellectual Property and Data Protection.....	6
7.1.	Confidentiality Obligation.....	6
7.2.	Intellectual Property.....	6
7.3.	Data Protection	7

1. Introduction

The Supplier Code of Conduct (the “Code”) sets out the Company’s expectations of its suppliers. The Code applies to Seipée S.p.A., which is committed to pursuing:

- standards of excellence in every aspect of its business and throughout the world;
- ethical and responsible conduct in all activities and operations;
- a responsible working environment;
- respect for the environment.

Seipée S.p.A. requires these commitments to be shared by all suppliers, agents, consultants and other third parties with which it has business relationships (“Suppliers”).

All Suppliers are expected to meet the standards set out in the Code. Compliance with these standards is a condition of doing business with Seipée S.p.A.

This Code is an important supplement to the Code of Ethics pursuant to Italian Legislative Decree No. 231/2001, as well as a preventive protocol within the framework of the organisational model adopted under Legislative Decree No. 231/2001.

2. Recipients

The Code applies worldwide to all suppliers of Seipée S.p.A., which are required to comply with it if they wish to maintain business relationships with the Company.

For the purposes of this Code, Suppliers include, by way of example, consultants, agents, business introducers and all other counterparties receiving remuneration from Seipée S.p.A. under a broadly defined commercial relationship.

Suppliers are required to disclose any use of subcontractors, and such subcontractors must comply with this Code.

Seipée S.p.A. employees must require Suppliers to act in accordance with the provisions and principles set out below.

3. Integrity and Ethics

3.1 Business Ethics

Seipée S.p.A. recognises the importance of integrity and ethical and social responsibility in conducting its business and is committed to respecting the needs and expectations of all those (the *stakeholders*) whose interests are affected by the direct and indirect effects of the Company’s activities. In this context, all Suppliers must conduct business with honesty, transparency and cooperation.

3.2 Compliance with the Law in Business Management

Compliance with the law is essential for Seipée S.p.A. to operate globally while preserving its reputation. Achieving positive results depends on the ability to comply with the law and conduct business with integrity.

Suppliers must comply with all applicable local laws and regulations in carrying out their business activities.

3.3 Avoiding Conflicts of Interest

In its business relationships with Suppliers, Seipée S.p.A. requires decisions to be based solely on objective criteria.

Any factors that could influence Suppliers' decisions because of private, corporate or other conflicts of interest must be avoided from the outset.

In the event of a potential conflict of interest, the Supplier must disclose it to Seipée S.p.A. so that the situation can be managed transparently and fairly, in accordance with the Company's principles.

3.4 Prohibition of Corrupt Practices

Suppliers must refrain from giving, offering or authorising bribes or engaging in any form of business practice contrary to ethical principles, including making *facilitation payments* or *extortion payments*.

Suppliers must refrain from offering or accepting gifts or entertainment that:

- a) are not reasonable and proportionate; or
- b) are offered with the intention of inducing a person to perform their duties improperly in order to secure a business advantage.

4. Responsible Working Environment

4.1 Prohibition of Child Labour

Suppliers must not exploit child labour.

The term "child" refers to any person under the age of 16 or, where higher, under the minimum age established by law.

Where permitted by law, Suppliers employing minors must comply with all laws and regulations applicable to such workers.

In all cases, the employment of workers under the age of 18 must not interfere with their compulsory education and must not, because of the nature of the work or the circumstances in which it is performed, be likely to harm their health, safety or ethical principles.

The Supplier shall take the measures necessary to identify, prevent and address child-labour issues that it may cause, contribute to or be linked to through its business relationships.

4.2. Prohibition of Forced, Compulsory and Involuntary Labour

Suppliers may not directly or indirectly compel an employee to perform forced labour, nor may they coerce or threaten any person to obtain the provision of a service or work.

Work must be performed on the basis of freely agreed terms and conditions.

In line with Seipée S.p.A.'s Code of Ethics, Suppliers shall refrain from maintaining business relationships with parties involved in proceedings relating to illegal immigration, unlawful labour intermediation and exploitation, or enslavement.

Suppliers must not retain, destroy, conceal, confiscate or deny workers access to their identity, identification or immigration documents.

Suppliers must not require non-professional migrant workers to bear costs or fees relating to their recruitment, travel or emigration procedures.

4.3. Wages, Working Hours and Other Conditions

It must be recognized that wages are essential to meeting employees' needs.

Suppliers must, at a minimum, comply with all applicable laws and regulations concerning wages and working hours, including those relating to minimum wages, overtime, maximum hours and piecework, and must provide at least all legally mandated benefits.

All overtime must be voluntary. Under no circumstances may working weeks exceed the maximum permitted by applicable laws and regulations.

Where local industry standards exceed applicable legal requirements, Suppliers are expected to meet the higher standards.

4.4 Equal treatment, prohibition of discrimination and harassment

Suppliers must apply the principle of equal treatment and non-discrimination in their recruitment and employment practices, including pay, benefits, promotion, disciplinary action, dismissal or retirement.

No employee may be demoted, dismissed or otherwise subjected to discrimination on the grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability, or for exercising their rights under the law.

Suppliers must comply with all applicable laws, standards and regulations that promote fair labour practices or prohibit discrimination in the workplace and unfair labour practices.

Suppliers shall value diversity and inclusion and condemn any form of discrimination and harassment, as well as any inappropriate or disrespectful behaviour, such as physical and verbal abuse and sexual harassment in the workplace or at work-related events.

4.5. Freedom of Association and Collective Bargaining

Suppliers must respect workers' right to associate, organize and join associations.

Suppliers must also foster an environment in which corporate standards are clearly understood, and concerns can be raised with management through the designated channels, including channels designed to protect the confidentiality of reporting people, without the threat of retaliation, intimidation or harassment.

Suppliers also recognize their employees' right to form and join a trade union of their choice and the right to bargain collectively without fear of retaliation.

4.6. Workplace Hygiene, Health and Safety

Suppliers must provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations.

Suppliers must identify and assess risks in order to manage and prevent them, establishing appropriate prevention and protection measures against any intentional or negligent conduct that could cause direct or indirect harm to people and/or resources, periodically updating prevention and protection working methods and using the best available technologies.

Suppliers must provide training and raise workers' awareness regarding safe conduct and respect for health and safety.

Suppliers must pursue continuous improvement.

5. Environmental Protection

5.1. Environmental Protection

Suppliers undertake to protect the environment in line with the objectives of the United Nations 2030 Agenda for Sustainable Development.

Suppliers must act sustainably, minimizing environmental impacts and the use of energy and natural resources.

Suppliers also undertake to conduct their activities using resources responsibly and preserving the environment for future generations.

Suppliers must adopt an environmental risk assessment process based on the principles of precaution, prevention, protection and continuous improvement.

Suppliers must comply with all applicable environmental laws and regulations and with Seipee S.p.A.'s applicable environmental initiatives.

5.2. Energy Transition

Suppliers undertake to contribute to achieving plant-efficiency and emissions-reduction targets, promoting a low-carbon energy mix and maintaining an ongoing commitment to research and development.

5.3. Air, Water, Soil, Subsoil and Biodiversity

Suppliers shall endeavour to take all measures necessary to:

- minimize emissions and impacts on air quality;
- minimize impacts on water resources by reducing consumption, ensuring that groundwater quality is maintained or improved, and promoting water conservation;
- preserve soil and subsoil quality and minimize their impact on it as far as possible;
- ensure that biodiversity is preserved throughout their operations and the entire supply chain.

5.4. Waste Management

Suppliers shall take the measures necessary to minimize waste generation and the consumption of natural resources.

Suppliers shall ensure the application of sound waste-management practices, in turn selecting reliable partners that share the same approach, reducing their footprint and promoting the circular economy.

6. Violations and Monitoring

6.1. Violations of the Code

Any violation of this Code must be reported to the Supervisory Body of the company in which the violation occurred, in accordance with the reporting procedure established under the organizational model adopted pursuant to Legislative Decree No. 231/2001, including confidentially or anonymously. Seipee S.p.A. reserves the right to initiate a process to verify the Supplier's compliance with this Code whenever it deems appropriate.

Once a report has been verified, the Supervisory Body shall recommend to the Company's Management any actions to be taken, including pursuant to the "Disciplinary System" established under the organizational model adopted pursuant to Legislative Decree No. 231/2001.

Seipee reserves the right to terminate its relationship with the Supplier depending on the seriousness of the violation.

6.2. Monitoring

On the basis of its annual audit programme, the Supervisory Body established pursuant to Legislative Decree No. 231/2001 shall independently review and assess the internal control system in order to

verify compliance with the organizational model adopted pursuant to Legislative Decree No. 231/2001 and with this Code.

The Supervisory Body shall also recommend improvements based on emerging *best practices* or where gaps or critical issues are identified.

Where a violation, gap or critical issue is identified, the Board of Directors shall assess whether revisions to this Code or improvements to other internal organizational tools could help prevent the violation from recurring.

6.3. Supplier Declaration

The Supplier:

- agrees to and accepts compliance with the above rules, which constitute an essential condition of its existing business relationship with Seipée S.p.A.;
- agrees to implement the due-diligence process, which may include self-certifications, online assessments, risk and impact assessments, data collection, internal or third-party audits, and the provision of certifications, accreditations and/or documents demonstrating compliance with this Supplier Code of Conduct;
- accepts that Seipée S.p.A. or an appointed third party may conduct announced or unannounced audits/inspections in accordance with the commitments, agreements or contracts entered into;
- shall, in turn, ensure application of this Code to its own suppliers by implementing due diligence throughout the supply chain in relation to its employees, agents, subcontractors, suppliers and sub-suppliers, insofar as they are involved in supplying goods and/or services to Seipée.

7. Confidentiality, Intellectual Property and Data Protection

7.1. Confidentiality Obligation

Suppliers must ensure the utmost confidentiality with regard to all information, documents, data, know-how, trade secrets and technical or commercial knowledge of Seipée that come to their attention in the course of the contractual relationship. Such information constitutes Seipée's confidential assets and may be used exclusively to perform the contractually agreed activities; its use for any other purpose or for the benefit of the Supplier or third parties is expressly prohibited. Confidential information and trade secrets must be protected in accordance with Directive (EU) 2016/943 and the relevant national implementing legislation.

7.2. Intellectual Property

Suppliers must also respect all intellectual and industrial property rights of Seipée and third parties, including patents, trademarks, copyrights, software, databases, designs, models and know-how, and must refrain from any unauthorized use.

The obligation to maintain confidentiality and protect information shall continue after termination of the contractual relationship for as long as the information remains confidential or is protected under applicable law.

7.3. Data Protection

Where Suppliers process personal data on behalf of or in the interests of Seipée, they must comply with Regulation (EU) 2016/679 (GDPR) and applicable national legislation, adopting appropriate technical and organizational measures to protect the confidentiality, integrity, availability and resilience of the systems and data processed. In particular, Suppliers undertake to ensure appropriate cybersecurity standards in line with the principles set out in Directive (EU) 2022/2555 (NIS2) and any national implementing provisions.

Suppliers must also notify Seipée without undue delay of any personal data breach, security event or cyber incident that may compromise the confidentiality, integrity or availability of information, actively cooperating in the adoption of the necessary containment and mitigation measures in accordance with Articles 33 and 34 of the GDPR.