

Evoca Group

Code of Conduct for Suppliers

Version Number	Date	Comments
1.0	03 November 2021	Approved by B.o.D.
2.0	23 February 2023	Approved by B.o.D.
3.0	29 June 2026	Approved by B.o.D.

INDEX OF CONTENTS

Scope and Introduction	3
Scope	3
Introduction	3
Rules of conduct.....	3
1. Fairness, conflict of interests and fair competition	3
2. Business information, personal data and information security.....	3
3. Anti-bribery, anticorruption and relations with public authorities and third parties.....	4
4. Antimoney laundering and tax evasion	4
5. Protection of industrial and intellectual property and use of Evoca assets and technology.....	4
6. Product quality, safety and compliance.....	5
7. Labour and human rights	5
8. Reporting concerns and protection from retaliation.....	6
9. Occupational health and safety	6
10. Environment protection.....	6
11. Sanctions and export control.....	6
12. Conflict minerals	6
Training	7
Reporting and investigation	7
Monitoring and corrective actions	7
Consequences for breach of the Code.....	7

Scope and Introduction

Scope

This Code of Conduct for Suppliers (the “Code”) applies to all suppliers of goods and services to Evoca Group, comprising Evoca S.p.A. and the companies directly or indirectly controlled by it (collectively referred to as “Evoca”).

Suppliers are responsible for ensuring that their employees, personnel and other persons acting on their behalf comply with the requirements of this Code in connection with activities performed for Evoca.

Introduction

Evoca is committed to conducting business responsibly, ethically and sustainably, while designing, manufacturing and providing high-quality products and services. This Code defines the minimum standards expected of Suppliers in their business relationship with Evoca.

Suppliers are required to comply with applicable laws and regulations, contractual obligations and the requirements set out in this Code. Where applicable laws or contractual requirements establish stricter standards, the stricter requirements apply.

Evoca expects Suppliers to uphold high standards of business integrity and to respect human and labour rights, occupational health and safety, environmental protection, information and data security, product quality and compliance throughout the activities relevant to the goods and services provided to Evoca.

Supplier selection and evaluation take into account not only quality, competitiveness and reliability, but also compliance with this Code and alignment with Evoca’s ethical and sustainability principles. These elements support responsible, transparent and long-term business relationships.

Rules of conduct

The following principles and requirements apply, as relevant to each Supplier’s activities and business relationship with Evoca.

1. Fairness, conflict of interests and fair competition

Suppliers conduct business with integrity, fairness and transparency, in compliance with applicable laws, regulations and contractual obligations.

Suppliers avoid any actual, potential or perceived conflict of interest that could affect their objectivity in the business relationship with Evoca. Any conflict involving Evoca, its employees or representatives is disclosed promptly to the appropriate Evoca contact.

Suppliers comply with applicable competition and antitrust laws. Price-fixing, bid-rigging, market allocation, improper exchange of competitively sensitive information and other anti-competitive practices are prohibited.

2. Business information, personal data and information security

Evoca regards the confidentiality and proper handling of information as essential to protecting its business and stakeholders.

Suppliers protect confidential and commercially sensitive information, intellectual property and personal data received from or relating to Evoca, its customers, employees and business partners.

Such information is accessed, used, disclosed, stored, retained and disposed of only for authorised purposes and in compliance with applicable laws, contractual obligations and Evoca’s instructions.

Suppliers implement technical and organisational measures proportionate to the nature and sensitivity of the information and the associated risks, protecting information and systems against unauthorised access, use, disclosure, alteration, loss, destruction or unavailability.

Personal data is processed in accordance with applicable privacy and data protection laws and the requirements of the competent supervisory authorities.

Any actual or suspected information security or personal data incident that may affect Evoca, its information, systems or stakeholders is promptly reported to the designated Evoca contact. Suppliers cooperate in the assessment and resolution of the incident in accordance with applicable legal and contractual requirements.

3. Anti-bribery, anticorruption and relations with public authorities and third parties

Suppliers comply with all applicable anti-bribery and anti-corruption laws. Bribery and corruption in any form are prohibited, including directly or indirectly offering, promising, giving, requesting, accepting or receiving money or anything of value to improperly influence a decision, obtain or retain business, or secure an improper advantage.

This prohibition applies to dealings with public officials, private individuals and organisations. Facilitation payments are not permitted. Suppliers do not use agents, intermediaries, subcontractors or other third parties to carry out conduct prohibited under this Code.

Gifts, hospitality, contributions and sponsorships are lawful, reasonable, transparent and appropriate to the circumstances and are never used to improperly influence a decision or obtain an undue advantage.

False or misleading declarations to public authorities or other public bodies in order to obtain public aid, contributions, financial benefits, concessions, authorisations, licences or other administrative acts are prohibited. Relations with customers and other business partners are conducted transparently and in compliance with applicable laws, contractual obligations, market rules and competition requirements.

Suppliers select and manage their own suppliers using objective criteria, including competence, quality, reliability, commercial conditions, integrity and compliance with applicable laws and ethical standards.

4. Antimoney laundering and tax evasion

Suppliers comply with applicable anti-money laundering and anti-tax evasion laws and do not engage in, facilitate or support transactions involving funds, goods or other benefits derived from criminal or unlawful activities.

Economic and financial transactions are accurate, transparent and traceable, allowing the origin and destination of funds and goods to be identified.

Before entering into business relationships, Suppliers carry out checks proportionate to the relevant risks to establish the identity, integrity and legitimate business activities of commercial counterparties.

Payments relating to goods or services supplied to Evoca are made to the contracting Supplier through accounts held in its name. Payments to third parties or to accounts unrelated to the contractual relationship are accepted only where expressly agreed in writing and supported by a legitimate legal or commercial reason.

All payments received are accurately recorded in the Supplier's accounting records, which are maintained in accordance with applicable laws and accounting requirements. Suppliers do not engage in or facilitate arrangements intended to unlawfully conceal or misrepresent taxable transactions.

5. Protection of industrial and intellectual property and use of Evoca assets and technology

Suppliers respect and protect the intellectual and industrial property rights of Evoca and third parties, including trademarks, patents, designs, models, copyrights, trade secrets, know-how, software and other proprietary rights.

Counterfeiting, altering, reproducing, manufacturing, using, selling or otherwise making available products, components, documentation, software or other materials in violation of intellectual or industrial property rights is prohibited.

Names, trademarks, distinctive signs, descriptions or other indications are not used in a manner that may mislead customers or third parties regarding the origin, source, ownership, affiliation or quality of products or services. Where activities for Evoca require the use of Evoca's goods, equipment, systems, software, information or technology, these assets are used responsibly, exclusively for authorised purposes and only by appropriately authorised personnel, in accordance with applicable laws, contractual obligations, licence terms and Evoca's instructions.

Suppliers protect Evoca's assets against loss, damage, misuse and unauthorised access or use and do not take any action that may cause Evoca to breach applicable laws, third-party rights or contractual obligations.

6. Product quality, safety and compliance

Goods and services supplied to Evoca comply with applicable laws, regulatory and technical requirements, agreed specifications and contractual quality and safety standards.

Information, declarations, certifications and technical documentation provided to Evoca are accurate, complete, up to date and supported by appropriate evidence.

Any actual or potential issue or change that may affect the quality, safety, compliance or reliability of the goods or services supplied is promptly communicated to Evoca. Suppliers cooperate in addressing the issue and implementing the appropriate actions.

Where relevant, Suppliers support Evoca's product compliance and sustainability requirements by providing accurate information on materials, substances and product characteristics.

7. Labour and human rights

Suppliers respect internationally recognised human rights, comply with applicable labour laws and uphold the fundamental principles and rights at work established by the International Labour Organisation (ILO).

- a) Child labour is prohibited. Applicable minimum-age requirements and legal protections for young workers are respected.
- b) Forced or compulsory labour, bonded labour, slavery and human trafficking are prohibited. Employment is freely chosen, and workers are not required to pay recruitment fees or surrender identity documents as a condition of employment.
- c) Workers are provided with a workplace free from harassment, abuse, violence, exploitation, corporal punishment and other inhumane treatment.
- d) Equal employment opportunities are provided, and discrimination on the basis of race, ethnicity, nationality, religion or belief, gender, age, disability, health condition, sexual orientation, social origin, political opinion, trade union membership or any other status protected by applicable law is prohibited.
- e) Working hours, overtime, daily and weekly rest periods and paid leave comply with applicable laws and collective agreements.
- f) Fair and timely remuneration and benefits meet or exceed applicable legal minimum wages or collectively agreed standards, including appropriate compensation for overtime where required.
- g) Employees' rights to freedom of association, collective bargaining and worker representation are respected in accordance with applicable laws.
- h) Workers' privacy and personal data are protected, and employment practices are free from unlawful pressure or interference.
- i) The physical and psychological health and safety of workers are safeguarded through appropriate preventive measures and safe working conditions.

8. Reporting concerns and protection from retaliation

Suppliers shall enable their personnel to raise concerns in good faith without fear of retaliation. Retaliation, discrimination, intimidation, harassment or other adverse treatment against individuals who report concerns or participate in related reviews or investigations is prohibited.

Concerns relating to Evoca may also be reported confidentially and anonymously through Evoca's whistleblowing platform, available to Suppliers and other third parties at <https://evocagroup.integrityline.com>.

9. Occupational health and safety

Suppliers comply with applicable occupational health and safety laws and requirements and provide a safe and healthy working environment.

Appropriate measures should be taken to identify and manage workplace risks, provide relevant information and training, and support effective emergency preparedness.

Suppliers and their personnel working at Evoca premises comply with Evoca's applicable health and safety rules and instructions.

10. Environment protection

Suppliers comply with applicable environmental laws and regulations and manage the environmental impacts of their activities, products and services responsibly.

Suppliers shall take appropriate measures to improve the efficient use of energy, water and raw materials, reduce greenhouse gas emissions and other pollutants, and minimise waste, promoting recovery, reuse and recycling where practicable.

Waste, chemicals and hazardous substances are managed in accordance with applicable requirements. Prohibited substances are not used in goods or materials supplied to Evoca.

Where relevant, Suppliers are encouraged to support the development and use of more sustainable materials, products, processes and packaging, and to consider potential impacts on biodiversity and local ecosystems.

11. Sanctions and export control

Suppliers comply with applicable sanctions, export control and trade compliance laws and regulations, including requirements relating to dual-use goods, software and technology.

Before supplying, exporting, re-exporting or transferring goods, services, software or technology, Suppliers verify whether restrictions, licences or authorisations apply and whether the relevant parties or destinations are subject to sanctions, embargoes or other restrictive measures.

Suppliers provide Evoca with accurate information and reasonable cooperation where required to support applicable trade compliance checks and cooperate with competent authorities in accordance with applicable laws.

12. Conflict minerals

Suppliers providing goods containing tin, tantalum, tungsten or gold shall support responsible and conflict-free mineral sourcing and to comply with applicable conflict minerals requirements.

Suppliers shall take appropriate measures to identify and manage risks associated with minerals originating from conflict-affected or high-risk areas, in line with recognised international guidance. Suppliers are encouraged to promote equivalent responsible sourcing principles within their own supply chains.

Where applicable, Suppliers provide Evoca, upon request, with accurate information and supporting documentation regarding the presence, origin and supply chain of conflict minerals contained in the goods supplied, including relevant smelters and refiners where available.

Training

Evoca encourages Suppliers to communicate the principles of this Code to their employees and relevant business partners and, where appropriate, provide training proportionate to their activities and associated risks.

Reporting and investigation

Suspected breaches of this Code connected with activities carried out for Evoca are promptly reported to the relevant Evoca contact or to the Legal Department at compliance@evocagroup.com. Reports may also be submitted through Evoca's whistleblowing platform, as indicated above.

Evoca assesses reports and, where appropriate, conducts confidential investigations in accordance with applicable laws and internal procedures. Suppliers shall cooperate reasonably and provide relevant information and documentation when requested.

Monitoring and corrective actions

Evoca may, upon reasonable notice, request relevant information or carry out proportionate checks, directly or through appointed third parties, to verify compliance with this Code.

Where non-compliance is identified, Suppliers shall cooperate with Evoca in defining and implementing appropriate corrective actions within agreed timeframes. Evoca may conduct follow-up checks to verify that the actions have been effectively completed.

Consequences for breach of the Code

Failure to comply with this Code constitutes a breach of the Supplier's obligations. Depending on the nature and severity of the non-compliance, Evoca may require corrective action, suspend the business relationship, or terminate the relevant contract or relationship in accordance with applicable laws and contractual terms.

Evoca reserves the right to seek compensation for losses, damages, expenses or other costs arising from the Supplier's breach.

Status of the Code

This Code establishes Evoca's global minimum standards applicable to Suppliers in their business relationship with Evoca.

Where applicable laws, regulations or contractual requirements establish stricter standards, the stricter requirements apply.

The latest version of the Code is available on Evoca's corporate website. The version applicable to each Supplier is the version accepted by the Supplier or otherwise incorporated into the relevant contractual relationship.