

Evoca Group

Code of Conduct for Suppliers

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Scope and Introduction

Scope

This Code of Conduct for Suppliers (“Code”) applies to all suppliers of goods or services, including their employees and personnel, however called, of the Evoca Group (“Suppliers”), this latter understood as parent company “EVOCA S.p.A.” and the companies directly or indirectly controlled by it (each of them and all, hereinafter referred to as “EVOCA”).

Introduction

EVOCA represents a company directly present in various countries of the world and having extensive and widespread international relations, which has as primary objectives those of designing, producing and selling high-quality products, while promoting behaviours in favour of sustainable development, encouraging the understanding and respect for diversity and spreading a culture of integrity within its Group.

EVOCA therefore requires its Suppliers to adopt the same behaviours adopted by it on fundamental issues such as, for example, human rights, workers’ rights, health and safety in the workplace, environmental protection and the fight against corruption. That is to promote a high professional and ethical standard of Suppliers, prohibiting them from all behaviours in contrast, not only with the applicable laws, regulations or contracts, but also with the values EVOCA pursues and intends to promote.

The selection of Suppliers is therefore based not only on the quality and competitiveness of products and services, but also on adherence to the ethical values and commitments referred to in the Code, important factors in order to become Suppliers and develop a collaborative relationship of long period with EVOCA.

Rules of conduct

Pre-requisite for all Suppliers is their acting in compliance with the laws in force in every single country in which they operate and the obligations deriving from the contracts and agreements they have concluded and the commitments they have undertaken.

Furthermore, the following principles of conduct must be abided by:

1. Fairness, conflict of interests and fair competition

Suppliers must behave in a lawful, correct and honest manner in carrying out their work activities, as well as observe this Code, including in relations with third parties.

The Suppliers must avoid any situation that could give rise to a conflict of interest. There is a conflict of interest when an interest or a personal activity of the Supplier interferes or could interfere in the business relationship with EVOCA.

Fair competition is a fundamental requirement in creating business success by achieving positive performance and creating value for shareholders. Suppliers must act in accordance with the competition, antitrust and trade

laws applicable in each country in which they operate. Any form of agreement in violation of these rules is strictly prohibited, as well as commercial practices in violation of antitrust laws.

2. Business information and protection of personal data

Confidentiality of information is an asset that EVOCA protects to the highest degree.

Every single information obtained by the Suppliers during or in connection with their activity for EVOCA is the property of EVOCA. That means that Suppliers must:

1. keep all information, of whatever nature, to which they have access in the performance of their functions for EVOCA confidential, even if such information is not classified as confidential or is not specific to EVOCA and even after the termination of their relationship with EVOCA;
2. use the information they receive or to which they have access only in a legitimate way, for the specific purpose for which they are received or made accessible and in compliance with applicable laws;
3. take all necessary precautions and measures to safeguard EVOCA's information and prevent its unlawful disclosure.

Suppliers must process the personal data of their data subjects - and in particular those of which EVOCA is data controller - in compliance with the provisions of the legislation on the protection of personal data in force in the countries in which they operate and with the directives, orders or other binding instruments of the competent national supervisory authorities.

3. Relations with the Public Administration and third parties

EVOCA prohibits Suppliers from giving, offering, promising or receiving money or any other benefit that can reasonably be interpreted as exceeding any customary courtesy practice, as well as exercising unlawful pressure on public officials, persons responsible for public services utilities, executives, officers or employees of the Public Administration or of entities holding concessions for public utility services, to induce the fulfilment or abstention from any act compliant or contrary to the duties of office, for the benefit or interest of EVOCA or the Supplier.

It is not allowed to submit false declarations to public, national or community bodies in order to obtain public aid, contributions, financial benefits, concessions, authorizations, licenses or any other administrative act.

Relations with customers must be developed on the basis of mutual transparency and in compliance with contractual, legal, market and competition rules.

Suppliers will select their suppliers and purchase goods and services based on objective assessments of competence, quality, profitability, price and ethics, to be understood, the latter, also as sharing and compliance with the principles of this Code.

Suppliers may make contributions and sponsorships to private, public or non-profit entities, in particular if they have social, cultural or solidarity purposes, provided that such contributions and sponsorships are made in accordance with applicable laws.

4. Fight against money laundering

Suppliers must firmly oppose all forms of laundering of money, goods or other benefits deriving from a crime and take measures to ensure that each economic and financial transaction is traced. This is in order to allow the identification of the origin of the goods and / or money of each business operation and thus prevent its financial transactions from being used by third parties to launder money.

To this end, all available information (including financial information) regarding commercial counterparties and suppliers must be verified to ascertain their respectability and legitimate business before starting business with them.

Payments for the sale of products or services must be made directly to the Supplier and payments to third parties on behalf of the Supplier are not permitted.

Each payment received must be duly recorded by the Supplier in the appropriate accounting books, which must be kept - and in general all accounting must be kept - in compliance with the applicable provisions of the law.

5. Protection of industrial and intellectual property and use of goods or technology of EVOCA

The Suppliers guarantee the protection of the industrial property rights of EVOCA (such as trademarks, patents, distinctive signs, industrial designs or models, intellectual property, etc.).

It is forbidden to counterfeit, tamper with, use, sell, manufacture objects or make industrial use of goods or other objects made in violation of the industrial property rights of third parties.

It is forbidden to sell or otherwise make available intellectual property or industrial products with names, trademarks or distinctive signs capable of misleading customers about the origin, source or quality of the product or work.

When the provision of services, the supply of goods or, in any case, the performance of their functions requires the use of goods, supplies, equipment and other assets of EVOCA, the Suppliers are required to do so in a responsible manner and to ensure that such goods are used for the intended purposes, in compliance with the applicable legal provisions and any EVOCA policies and by duly authorized persons.

Suppliers operating with EVOCA's technological resources will be informed of any user restrictions and must not violate license agreements or do anything that may entail the responsibility of EVOCA or that exposes EVOCA to liability towards third parties or any governmental authority.

6. Human resources

Suppliers, also in compliance with the Conventions of the International Labor Organization, undertake to respect the following minimum principles in the management of their human resources:

- a) respect the fundamental human rights;
- b) prevent the exploitation of minors;

- c) not to resort to and oppose in any way any form of harassment, exploitation of work, forced labour, work carried out in conditions of slavery and trafficking in human beings;
- d) offer the same job opportunities, without any discrimination based on race, sex, age, sexual orientation, state of health, disability, nationality, religious belief, political and trade union membership and recognize and promote the positive value of diversity;
- e) as to maximum daily working hours, abide by the legislation in force in the Countries they carry on their business activity, ensuring, in any case, to their staff and adequate rest period;
- f) ensure fair and merit-based remunerative treatment, adequate to the tasks carried out and, in any case, fit to ensure dignified living conditions;
- g) disseminate and strengthen the culture of health and safety in the workplace and act to preserve the health and physical and mental safety of workers, mainly through preventive actions;
- h) recognize, respect and fully guarantee the right to free association of its personnel in all establishments;
- i) guarantee the protection of the privacy of employees and their right to work without being subjected to illegal influences;
- j) prohibit any form of corporal punishment or similar disciplinary sanctions.

7. Protection of whistleblowers

It is forbidden to carry out acts of retaliation or discriminatory, direct or indirect, against personnel who make complaints for reasons connected directly or indirectly to crimes or violations of laws or of this Code.

8. Safety at workplace

Suppliers must strictly observe workplace health and safety regulations in compliance with the laws applicable in the countries in which they operate.

Suppliers must ensure maximum availability and collaboration in favour of all subjects in charge of occupational health and safety management, including the competent inspection authorities.

9. Environment protection

Each Supplier must respond to the expectations of EVOCA in relation to environmental issues, committing itself to use all suitable tools for environmental protection and condemns all forms of damage and degradation of the ecosystem.

Research and technological innovation must be focused on the creation and promotion of environmentally friendly products, services and processes.

By way of example, Suppliers must:

- undertake to optimize the use of natural resources, to reduce harmful emissions to the environment, including those of gases believed to be responsible for the "greenhouse effect";
- design, use, produce and/or adopt products and processes that take into account and minimize the impact on the environment;
- appropriately manage, in compliance with current regulations, the treatment and disposal of waste;

- do not use prohibited substances and manage those potentially dangerous in compliance with current regulations.

10. Export control

Suppliers undertake to comply with all applicable national and international legal provisions regarding exports and export control, including those on dual use goods.

In particular, before proceeding with the export of their products or services, Suppliers must check whether they are subject to authorizations or restrictive measures (such as sanctions, embargoes, etc.) and/or if the recipient is included in the lists of subjects against whom there is a prohibition to sell, pursuant to the applicable national and international legal provisions.

The utmost cooperation must be provided by all Suppliers to the competent control authorities of the states in which they operate for all matters relating to exports.

11. Conflict minerals

Each Supplier must pursue the objective of a responsible supply chain of minerals or metals from conflict-affected or high-risk areas - such as tin, tungsten, tantalum and gold (the so-called “**Conflict Minerals**”) - incorporated in the products supplied to EVOCA, respecting and obliging its suppliers to comply with the applicable legislation.

All Suppliers must declare to EVOCA the presence and origin of Conflict Minerals in the products supplied to EVOCA.

EVOCA reserves the right to ask Suppliers for documents, information and other evidence of the accuracy of their representations and warranties.

Training

EVOCA encourages all Suppliers to disseminate the principles set out above internally and externally, including through adequate training of its staff and suppliers.

Reporting and investigation

Suppliers are required to report any violations of the Code by their staff to the Legal Department of Evoca S.p.A., at the email address: compliance@evocagroup.com.

The Suppliers also undertake to maintain, for a suitable period of time (at least 5 years), the documentation and/or information necessary to substantiate the above reports and EVOCA reserves the right to verify such documentation, where deemed necessary.

All the circumstances reported will be promptly and thoroughly investigated by a person chosen by the Legal Department of Evoca S.p.A.

The investigation will be conducted in a confidential manner, safeguarding the identity of the person making the report at the highest level, where possible.

Monitoring and corrective actions

EVOCA reserves the right to carry out, directly and/or through appointed third parties, upon adequate notice, checks on compliance with the Code by the Suppliers.

In case of ascertained non-compliance, EVOCA:

- will ask the Suppliers to prepare and subsequently implement, within a reasonable period, a remediation plan for the non-conformities found;
- will conduct further checks to ascertain the effective implementation of the aforementioned remediation plans.

Consequences for breach of the Code

Failure by a Supplier to comply with the rules of this Code constitutes a breach of the Supplier's obligations and, in this case, EVOCA reserves the right to cautiously suspend and/or terminate in advance, with immediate effect, any commercial relationship with the Supplier, as well as to take action for compensation for any loss, damage, expense or other costs arising from any breach and/or conduct by the Supplier.

Status of the Code

This Code is an integral part of the EVOCA Code of Ethics, which contains the fundamental principles on how EVOCA conducts business and establishes Evoca's global minimum standards on the conduct to be followed by Suppliers.

Local laws and regulations may establish stricter requirements, in which case these stricter local requirements must be implemented by the local organization to ensure there is no conflict with this Code.

The latest version of the Code is available on the website of Evoca S.p.A.