



# SUPPLIER CODE OF CONDUCT

Adopted by the Board of RGI S.p.A. in November 30, 2020

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## CONTROL SECTION

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## Definitions

For the purposes of this Supplier Code, the terms listed shall have the meaning specified below:

**Code of Conduct:** RGI Group Code of Conduct.

**Supplier Code:** the Supplier Code of Conduct adopted by RGI and its Subsidiaries pursuant to paragraph 8.

**Subsidiaries (or Subsidiaries or also Companies):** the Companies, directly or indirectly, controlled by, or affiliated with RGI.

**Recipients:** the subjects as indicated in paragraph 1.1.

**Suppliers:** the supplier that supplies goods and/or provides services to the Companies of the Group.

RGI Group or Group (or also Group Companies): RGI and its Subsidiaries.

**Personnel of the RGI Group:** the employees of RGI and the Companies of the Group (executives, middle managers, office staff, workers).

**RGI:** RGI S.p.A.

**Subcontractor:** the Supplier of products or services involved at any level of the Supplier's supply chain.

## 1. INTRODUCTION

The RGI Group believes that its values can be fully respected only if they are shared with all partners and pursued in all daily activities.

In this context, the Group considers of particular importance the creation of transparent and lasting relationships with the actors of its supply chain and the sharing of the values and principles that inspire the Group in carrying out its activities. To this end, the Group has therefore decided to adopt a Suppliers' Code, which defines the principles and rules of conduct that it requires compliance with throughout its supply chain.

### 1.1 Recipients

Compliance with the Supplier Code is required of all those who collaborate with the Group as Suppliers. For this reason, the Group promotes its dissemination and application in its business relations.

Compliance with the provisions of the Supplier Code must be considered an essential part of the obligations undertaken by the Suppliers towards the Group for whatever reason and to whatever legal effect.

Suppliers are in turn required to inform, share and explain to their employees, Subcontractors, employees and collaborators in any capacity whatsoever the principles set forth in the Supplier Code and to guarantee and verify compliance with them.

In this sense, the Suppliers may subcontract or outsource the supply of services to third parties only with the prior written consent of RGI or of another Group Company to which, in any case, the Supplier shall remain responsible for all the services covered by the supply, even if carried out by any Subcontractors.

## 2. INTEGRITY, TRANSPARENCY AND RESPECT FOR THE LAW

The Group promotes and respects the principles of legality, loyalty and fairness.

Recipients, in carrying out their activity, are required to operate with the utmost transparency and to comply with all provisions of law, national and international regulations, together with any other international agreement applicable in the context in which they operate, as well as to comply with the commitments undertaken with the Group.

Recipients are also required to operate in compliance with the principles set out in the Supplier Code.

In the event that the provisions of the Supplier Code differ from those of other applicable laws, regulations and commitments undertaken with the Group, the Recipients are required to ensure their compliance with the most stringent standards in compliance with the legislation in force and to report this to the Group.

### 3. ETHICS

Recipients are required to conduct their activities ethically and to act with integrity. Ethical requirements include the following aspects:

#### 3.1 Conflict of interest

Recipients are required to behave in accordance with the principles of business ethics and transparency and are required to avoid any situation of conflict of interest capable of influencing business relations with the Group or that may interfere with the ability to carry out their activities impartially and for the benefit of RGI, the Group Companies, or other third parties.

#### 3.2 Confidentiality and intellectual property protection

The Group promotes the confidentiality of information in the management of operations and business activities. Recipients are required to safeguard and make appropriate use of the information transmitted by the Group and not to use such information outside the scope of the tasks entrusted to them. In particular, Recipients are required to request the Group's authorization before sharing any confidential information relating to the latter with third parties.

Recipients are required to respect the intellectual and industrial property and copyrights of the Group and of third parties, acting in compliance with the provisions contained in laws, regulations and conventions protecting such rights. The Recipients are to be held responsible for the use or violation of such rights in the performance of their activities.

#### 3.3 Corruption

The Group combats all forms of corruption. Therefore, the Recipients are required to refrain from any direct or indirect act of offering or promising money or other benefits, including gifts or benefits that exceed normal courtesy practices and that may be interpreted as aimed at exerting undue influence or obtaining favourable treatment or improper advantages.

Recipients agree not to make Facilitation Payment.

In accordance with the anti-corruption policy adopted by the Group, gifts, gratuities, gifts and other entertainment expenses are permitted as a common practice of professional and commercial courtesy, without prejudice to the prohibition to offer or accept money.

To this end, gifts, gratuities and any other benefit or utility that Recipients offer to (or accept from) employees of the Group must be in relation to the circumstances:

- be appropriate, reasonable and in good faith;
- be such that they do not (i) compromise the integrity and reputation of any party to the relationship, nor (ii) create, in the recipient or an impartial third party, the impression that they are intended to acquire, retain or reward undue advantage or to exercise unlawful or improper influence over the recipient's activities or decisions;

- not be offered or accepted in a disguised manner;
- comply with applicable anti-corruption regulations and the Group's business procedures and protocols.

Without prejudice to compliance with the above criteria:

- Recipients may offer or accept gifts, gratuities or any other benefit or utility if of modest value, in accordance with the custom of the country of reference;
- Hospitality treatments (transport, accommodation, meals, entertainment, etc.) are strictly permitted for business purposes.

### **3.4 Money Laundering**

The RGI Group strives to prevent the risk of money laundering and implements the necessary controls to verify in advance the information available on commercial counterparties before establishing business relations with them.

In this sense, the Recipients are required to process with correctness and good faith any requests coming from the Group for the purposes of the verifications, ensuring a collaborative and transparent behaviour.

### **3.5 Economic responsibility**

Recipients, in carrying out their activity, must comply with all applicable national and international laws on accounting, taxation and transparency and must refrain from any form of tax evasion, avoidance, money laundering or other similar illegal conduct.

### **3.6 Antitrust**

Recipients are required to comply with applicable antitrust laws and regulations and to pursue the principles of fair and transparent competition; Suppliers are also prohibited, in the conduct of their activities, from engaging in any practice that is restrictive or capable of unlawfully disturbing the market.

The Recipients undertake to maintain a fair and transparent relationship with the Group, by not soliciting the employment or hiring, either directly or indirectly, of individuals belonging to RGI Group's Personnel who have been directly involved in the provision of the services to be provided, without prejudice to the provisions of the contractual agreements with the Supplier.

### **3.7 International Sanctions**

RGI Group refuses to expose its activity through its Suppliers to money laundering, financing of terrorism and other criminal activities by observing the relevant rules and rejecting any behaviour that may be interpreted as supporting these criminal phenomena.

The Group disapproves of any and all relations with persons, entities or countries if this is prohibited by sanctions.



The Recipients, by reason of the activity carried out, must therefore have full and up-to-date knowledge of the main restrictive measures adopted by the European Union, the United Nations, the United States and local authorities against certain states, persons, goods or services, fulfilling their obligations under the rules providing for economic sanctions ("**International Economic Sanctions**").

International Economic Sanctions means the laws, regulations or restrictive measures, from time to time applicable, concerning economic sanctions (including, by way of example, those relating to embargoes and export controls) provided for by national, international or supranational rules (e.g. United Nations, European Union and, where applicable, United States) with deterrent and/or repressive effect of actions by States or public or private entities that threaten peace or security and/or are the authors of serious violations of international law and/or human rights.

In this sense, the Recipients are not allowed to have: i) situations of conflict of interest with the purposes pursued by these rules; ii) facilitated the violation of the same by third parties or the avoidance of their application.

## 4. EMPLOYEE PROTECTION

Recipients are required to protect the human rights of their employees, treating them with dignity and respect. The above includes the following aspects:

### 4.1 Protection of human rights

Among the fundamental principles of the Group is respect for human rights. Recipients are required to respect human rights, including workers' rights, in their activities and operations, recognizing without distinction the freedom and equality in dignity and rights of human beings.

### 4.2 Child Labour and young workers

Recipients must not hire people who have not reached the minimum age for admission to employment required by the law of the country of reference.

The type of work, duties and working conditions of employees under the age of 18 ("**Young Workers**") shall be in accordance with the law and shall not pose a danger to the health and physical and moral safety of Young Workers. They must not be permitted to work during night time.

### 4.3 Forced and compulsory labour

Any form of forced and compulsory labour, work performed under the obligation of debt repayment, slavery and trafficking in human beings, as well as under conditions of psychological and/or physical coercion, is prohibited.

Recipients may not force their employees to work overtime or to work overtime exceeding the limits allowed by law.

#### **4.4 Non-discrimination, diversity and integration**

The fair treatment of all employees must be one of the fundamental principles of the Recipient's company policy. The Group therefore will favour Suppliers that guarantee fair opportunities for its employees and the adoption of gender equality policies. Discriminatory treatment takes into account - consciously or unconsciously - the irrelevant characteristics of an employee such as race, nationality, gender, age, physical characteristics, social origin, disability, trade union membership, religion, marital status, pregnancy, sexual orientation, gender identity, gender expression or any other illegal criteria under applicable law.

Recipients are required to ensure that their employees are not subject to any kind of harassment. RGI Group encourages Suppliers to provide a working environment based on integration and support and to apply diversity when dealing with its employees and decisions regarding the choice of Subcontractors.

#### **4.5 Proper treatment**

Recipients undertake to ensure that no harsh and inhumane treatment is carried out in the workplace of employees and that employees are not subjected to harassment, sexual abuse, torture or corporal punishment, mental or physical coercion, verbal abuse, and the threat of recourse to such treatment.

#### **4.6 Working hours**

The working hours of the Suppliers' employees may not exceed the maximum limit set by the national laws in force. Their remuneration shall be in accordance with applicable national wage regulations and shall ensure an adequate standard of living.

Recipients are required to ensure fair and competitive remuneration and benefits for employees. Compensation and benefits should aim to ensure an adequate standard of living for employees and their families. Suppliers are recommended to provide their employees with adequate training and education opportunities.

#### **4.7 Freedom of association**

Recipients are committed to having an open and constructive dialogue with their employees and union representatives. In accordance with local laws, Suppliers will respect the right of their employees to associate freely, join trade unions, have representatives, join workers' works councils and participate in collective bargaining. In addition, Suppliers will not disadvantage employees who act as workers' representatives..

### **5. QUALITY, SAFETY AND ENVIRONMENT**

Recipients are required to provide a safe and healthy working environment and, where possible, safe and healthy corporate housing, and to operate in an environmentally responsible and efficient manner. Suppliers are required to integrate quality into their business processes. The above includes the following aspects:

### **5.1 Quality requirements**

The Recipients undertake to comply with quality requirements generally recognized or agreed upon in the contract in order to provide goods and services capable of adequately meeting the needs of the RGI Group and to function as guaranteed according to their intended use.

### **5.2 Quality, health, safety and environmental provisions**

Recipients agree to comply with all quality, health, safety and environmental regulations and to obtain, maintain and update all necessary permits, licenses and registrations. Suppliers agree to comply with operational requirements and reporting obligations.

### **5.3 Health & Safety**

RGI Group expects Suppliers, in carrying out their activity, to act in compliance with national and international regulations in force and with regulations on safety and health in the workplace.

Recipients undertake to protect employees from chemical, biological and physical risks and from wear and tear in the workplace, as well as from risks associated with the infrastructures used by employees. Recipients will ensure appropriate controls, occupational safety procedures, preventive maintenance and the technical protective measures necessary to limit risks to health and safety in the workplace. If the risks cannot be adequately controlled by these means, suppliers will provide employees with appropriate personal protective equipment.

### **5.4 Environment & Sustainability**

Recipients are required to comply with applicable environmental laws and regulations, to adopt a precautionary approach with a view to preserving natural resources and to use efficient technologies that aim to reduce the environmental impact with a view to preserving natural resources. The Group therefore will favour Suppliers that make sustainable choices within the context in which they operate and who express their commitment through the adoption of sustainability and decarbonisation policies.

### **5.5 Data protection**

The terms used in this section have the meaning given to them in EU Regulation 2016/679 (hereinafter "GDPR"). In particular, they have the following meanings "Processing" means any operation or set of operations, whether or not carried out with or without the help of automated means and applied to personal data or sets of personal data, such as collection, recording, organization, structuring, storage, adaptation or modification, retrieval, consultation, use, communication by transmission, dissemination or any other form of making available, alignment or combination, restriction, erasure or destruction; for "Data Controller" the natural or legal person who determines the purposes and means of the processing of personal data and for "Data Processor" the natural or legal person who processes personal data on behalf of the Data Controller.

RGI S.p.A. processes personal data concerning its employees, candidates, suppliers, consultants, in its capacity of Data Controller or Data Processor on behalf of other subjects and does so according to its own company rules, in compliance with the provisions of EU Regulation 2016/679 on the protection of personal data and subsequent additions and amendments, including the reference Recitals, the Guidelines of the Working Party ex art. 29, the binding decisions and general guidelines of the

European Data Protection Board, the national legislation in force, including measures issued by the Supervisory Authority where applicable, and any codes of conduct.

Should the provision of services require the Recipient to process personal data on RGI's behalf, the Supplier is appointed Data Processor or Sub-Processor of the processing activity of which RGI is Data Controller or in turn Data Processor. In such case the Supplier or Sub-Supplier shall:

(i) provide sufficient guarantees to put in place adequate technical and organizational measures so that the Processing meets the requirements of GDPR and ensures the protection of the rights of any identified or identifiable natural person by reason of the provision of the Services.

In particular, Recipients are required to take all appropriate technical and organizational measures to protect data from destruction, loss, alteration, unauthorized disclosure or access, in an accidental or unlawful manner, to personal data transmitted, stored or otherwise processed, and to ensure, among others, where appropriate:

- the pseudonymisation and encryption of the acquired data;
- the ability to maintain the confidentiality, integrity, availability and resilience of the data acquired;
- the ability to restore availability and access to acquired data in a timely manner in the event of a physical and/or technical incident;
- the periodic assessment and testing of the effectiveness of the technical and organizational measures adopted to ensure the security of the processing;
- the protection against any threat or danger to security and integrity or unauthorized access to the collected data;
- the prevention of loss, destruction, damage or disclosure of the collected data;
- the destruction of any copy in electronic or hard format containing the collected data.

Recipients shall also, if necessary, comply with the security requirements implemented by RGI S.p.A. (e.g. ISO27001 Certification, aimed at identifying and limiting information security risks through the implementation of a secure management system), with new regulations in force from time to time or with instructions from other Data Controllers on behalf of whom RGI processes data also through Suppliers.

(ii) enter into a contract pursuant to art. 28 GDPR with RGI: the Suppliers processing personal data on behalf of RGI are carefully selected as having the experience, technical skills, reliability, capacity, organizational structure suitable for the purpose and method of processing and to ensure the implementation of technical and organizational measures aimed at safeguarding the confidentiality, accuracy and integrity of personal data processed, or in any case the most suitable measures to ensure compliance with the provisions in force.

Therefore Recipients shall faithfully and exclusively carry out the instructions given by the Data Controller through the agreement pursuant to article 28 of the GDPR or even given after the signing of the same, if some changes in the methods of processing occur, or if such instructions are necessary to comply with the laws in force, or to comply with the instructions of other Data Controllers on behalf of which RGI processes data also through the Suppliers.

Recipients shall not carry out processing activities that do not comply with such instructions or are aimed at pursuing purposes other than those indicated in the agreement or thereafter, unless the processing activity is required for other purposes established by law or by an act of the supervisory authority, the judicial authority, the public security authority or, in general, any other legitimate authority or person.

### **5.6 Information security**

RGI S.p.A. obtained the certification in compliance with the international standard ISO/IEC 27001:2013 for information security, so that the adoption of best practices in the field of information security was officially certified.

RGI reserves the right to require the Recipients to comply with some cyber-security standards and to verify compliance with the requirements if deemed necessary, in order to mitigate the risks associated with access to corporate assets.

RGI reserves the right to request Recipients to enter into a Non-Disclosure Agreement, in which confidential information that shall not be disclosed to third parties are identified.

## **6. REPORTING CONCERNS OR VIOLATIONS**

Recipients, as well as the Group Personnel with respect to which the validity and binding force of the specific procedures of each Subsidiary remains firm and without prejudice, are required to promptly report any doubts about any requirement of the Supplier Code as well as any alleged or actual violation of the law, the Supplier Code or any contractual agreement with RGI or the Group Companies. This includes violations committed by any employee, consultant, partner, agent or other representative acting in the name and/or on behalf of the Supplier, RGI or the Group Companies.

Reports may be made to the Group Speak Up! Line which allows to the Recipients to report any concern internally to [speak.up@rgigroup.com](mailto:speak.up@rgigroup.com).

Any form of retaliation, discrimination or penalization, directly or indirectly, against those who have made a report is prohibited. Any violation of this prohibition is subject to the application of sanctions. At the same time, the Group shall ensure that the confidentiality of the identity of the whistle-blower and the reporter is protected, without prejudice to legal obligations and the protection of the rights of the Group or of persons accused wrongly and/or in bad faith.

Any reports made with intent or gross negligence that prove to be unfounded are subject to the application, where possible, of sanctions.

The Recipients also undertake to maintain the documentation and/or information necessary to prove the above reports. The RGI Group also reserves the right to verify such documentation if it deems it necessary.

## 7. MONITORING AND CORRECTIVE ACTIONS

The RGI Group reserves the right to start a process of verification of the Recipients' compliance with the contents of the Supplier Code whenever it deems it appropriate, through the request for documentation or by carrying out verifications carried out directly and/or through its employees.

In case of non-compliance, the RGI Group:

- will request Suppliers to prepare and subsequently implement a compliance recovery plan;
- will carry out verifications to ascertain the effective implementation of the above mentioned recovery plans.

Failure by the Recipients to comply with the principles of the Supplier Code may result in the interruption of relations with the Group, depending on the circumstances and the gravity of the violations. Violations are analysed on a case-by-case basis and will be dealt with in accordance with internal procedures, agreements and applicable legal requirements.

## 8. APPROVAL AND EVOLUTION OF THE SUPPLIER CODE OF CONDUCT

The Supplier Code is not a static document. In order to always remain a point of reference and ensure the adequacy and effectiveness of its contents and its application, it is reviewed periodically in accordance with regulatory and legislative developments and best practices.

Any suggestions, opinions and comments on the Supplier Code can be sent by e-mail to [group.compliance@rgigroup.com](mailto:group.compliance@rgigroup.com).

The Supplier Code was approved by the Board of Directors of RGI S.p.A. on November 30, 2020 and is to be considered adopted by all the Companies of the Group.