

# Molteni & C

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## *SUPPLIER CODE OF CONDUCT*

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## 01 — *PURPOSE AND SCOPE*

The Molteni Group is committed to ensuring that working conditions within its supply chain are lawful, safe and respectful of human dignity, ensuring that all workers are treated with respect and that production processes are based on environmental sustainability.

This Supplier Code of Conduct is drafted in accordance with the fundamental conventions of the ***International Labour Organization (ILO)*** and aims to promote the highest ethical standards and corporate social responsibility. Molteni also draws on major international sustainability references, including the 10 Principles of the United Nations Global Compact, the Universal Declaration of Human Rights, the ILO Core Conventions and the OECD Guidelines for Multinational Enterprises.

The Code applies to all Molteni Group suppliers of goods and services, as well as their subsidiaries or subcontractors operating on their behalf. Suppliers are required to adopt and effectively implement the principles contained in this Code, integrating them into their internal policies and procedures. This Code may be periodically updated; ***it is the supplier's responsibility to review it and ensure constant compliance with the most recent versions.***

Suppliers must also promote the respect of these principles within their supply chain, raising awareness among subcontractors and business partners about the behavioural requirements outlined herein.



## **02 — COMPLIANCE WITH LAWS AND REGULATIONS**

Suppliers undertake to operate in full compliance with all applicable laws, regulations and standards in the countries where they conduct business. This includes, but is not limited to, environmental legislation, labour protection laws, and occupational health and safety regulations, as well as any relevant sector standards.

*In the case of transnational activities, suppliers must also comply with applicable international regulations and existing trade agreements.*

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## **03 — ETHICS AND INTEGRITY**

Molteni requires its suppliers to uphold the highest standards of corporate integrity, grounded in ethical business conduct, transparency, and professionalism.

### **3.1 — Transparency and Documentation**

*Suppliers are encouraged to cooperate with Molteni in a spirit of transparency and fairness*, making available, where appropriate, the information needed to confirm compliance with this Code. In the event of agreed audits or reviews, suppliers will provide reasonable support and documentation as requested. Suppliers are also expected to maintain accurate and consistent records of their activities, promoting responsible and reliable information management.

### **3.2 — Anti-corruption and Fair Competition**

*Suppliers are prohibited from engaging in any form of corruption, bribery, extortion, or improper inducements in business dealings.* They must act with fairness and transparency, in accordance with free competition principles and applicable antitrust laws, and refrain from offering, promising, granting, requesting, or accepting undue advantages that may improperly influence business decisions.

Likewise, suppliers must not participate in money-laundering activities; they must comply with all laws concerning the ***prevention of money laundering and illicit financing and adopt adequate control measures to prevent such practices.***

### ***3.3 — Conflicts of Interest***

Suppliers are encouraged ***to be mindful*** of potential conflict of interest situations and ***to inform*** the Molteni Group should any circumstances arise, including potential ones, that could affect the business relationship.

### ***3.4 — Trade Restrictions and Sanctions***

***Suppliers must strictly comply with all commercial, economic, and financial restrictions and sanctions imposed by applicable national and international regulations, including export and import control regulations.*** It is the supplier's responsibility to remain informed of any embargoes or sanctions relevant to their sector and ensure that ***no prohibited commercial relationships are maintained with individuals, entities, or countries subject to sanctions.*** Qualora l'attività del fornitore sia soggetta a specifiche autorizzazioni di export/import o a regolamenti di commercio internazionale, il fornitore dovrà ottenere e mantenere valide tali autorizzazioni ed adempiere a tutti i relativi obblighi di legge.

Where a supplier's business activities require specific export/import authorisations or international trade compliance measures, the supplier must obtain and maintain valid authorisations and comply with all related legal obligations.



## **04 — INFORMATION PROTECTION**

Molteni places great importance on protecting sensitive information, data, and its intangible assets. **Suppliers are required to handle with care and confidentiality all information and data** they access as part of the business relationship, as well as respect the intellectual property rights of the Group and third parties.

### **4.1 — Confidentiality of Information**

Suppliers must maintain strict confidentiality regarding all business, technical, commercial, or otherwise confidential information related to Molteni that they become aware of. Such information must not be disclosed to external parties nor used for purposes other than those authorised within the contractual relationship with Molteni.

**Suppliers are required to adequately protect trade secrets, designs, financial data, technical specifications, and any other confidential information**, adopting appropriate measures to prevent improper use or unauthorised disclosure. This confidentiality obligation remains in force even after the termination of the contractual relationship.

### **4.2 — Personal Data Protection**

Suppliers are required to comply with applicable data protection laws and regulations (including, by way of example, Regulation (EU) 2016/679 - GDPR) when carrying out activities related to their collaboration with Molteni. Suppliers are expected to adopt appropriate measures to ensure the confidentiality, integrity and security of the personal data processed, preventing unauthorised access, alteration or improper deletion.

To this end, suppliers shall implement technical and organisational measures appropriate to the nature of the activities performed and the level of risk involved, including measures aimed at mitigating the effects of cyber incidents or technological failures. Personal data shall be shared only with authorised personnel who are adequately informed about proper data protection practices.

In the event of security incidents or personal data breaches involving information related to Molteni, the supplier shall promptly inform the Molteni Group and cooperate, in a reasonable and proportionate manner, in the adoption of the necessary containment and remediation measures, taking into account the supplier's organisation and the activities actually performed.

Suppliers shall not entrust the processing of personal data on behalf of Molteni to third parties without prior authorisation. In such cases, suppliers shall ensure, to the extent of their responsibility, that such third parties apply data protection and security standards that are adequate and consistent with those set out in this Code. It is understood that the obligations of cooperation and oversight do not imply an extension of the supplier's liability towards third parties that are not directly managed or controlled by the supplier.

### **4.3 — Intellectual Property**

Suppliers are required to respect the intellectual and industrial property rights of the Molteni Group and to use Molteni's trademarks, patents, designs, know-how, trade secrets and other intangible assets solely within the limits and for the purposes agreed. Suppliers are also expected to take reasonable care to ensure that the products and services provided to **Molteni do not infringe the intellectual property rights of third parties.**

Should any claims or disputes arise in relation to alleged infringements of third-party intellectual property rights connected to the products or services supplied, the supplier agrees to cooperate with Molteni in managing the matter appropriately. Without prejudice to applicable law and the contractual agreements in force, the supplier may be required to indemnify and hold Molteni harmless from any consequences directly attributable to such infringements.



## 4.4 — *Public Communications*

Any public statement or external communication relating to the relationship with Molteni must be handled with utmost caution and in coordination with the Group.

Suppliers may not use the name, trademarks, or other references to the Molteni Group in press releases, promotional materials, case studies, or other publications without obtaining prior explicit authorisation. ***Any public statements issued must be made diligently, avoiding any improper direct or indirect association with Molteni.***

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## 05 — *HUMAN RIGHTS AND WORKING CONDITIONS*

Molteni requires all suppliers to respect fundamental human rights and guarantee dignified, safe, and respectful working conditions. The following principles outline the minimum labour standards that every supplier must observe.

### 5.1 — *Freely Chosen Employment*

***The use or benefit of forced, compulsory, or trafficked labour is strictly prohibited.*** Suppliers must never engage in forms of modern slavery, debt bondage, human trafficking, or any form of labour obtained through physical or psychological coercion. All workers must be free to choose their employment, and must retain control of their identification and personal documents. The retention of documents (such as passports or ID cards) or any practice aimed at restricting workers' freedom of movement is not permitted. ***Molteni enforces a zero-tolerance policy toward forced labour and reserves the right to immediately terminate any contractual relationship with suppliers involved in such illicit practices.***

## 5.2 — *Prohibition of Child Labour*

*Suppliers must not employ workers below the legal minimum working age of the country in which they operate*, and in any case never under 15 years old, in accordance with ILO Convention 138. Furthermore, workers under 18 years of age must not be assigned to hazardous, unhealthy, or night work that could compromise their physical or moral development. The employment of minors in violation of these principles is considered a very serious breach: in such cases, Molteni reserves the right to implement immediate measures, including automatic contract termination with the supplier involved.

## 5.3 — *Non-discrimination*

*Suppliers promote equal opportunities and fair treatment of workers* in compliance with applicable laws, both during recruitment and throughout the employment relationship. Decisions relating to employment, training, career development and working conditions should be based on objective and professional criteria. Suppliers are therefore encouraged to prevent discriminatory behaviours or practices based on personal characteristics such as, by way of example, ***sex, gender, race, skin colour, nationality, ethnic origin, religion, sexual orientation, gender identity, disability, age, marital status, trade union membership or any other condition protected by law***. It is also considered inappropriate to request or use information relating to pregnancy or maternity status in order to influence hiring or career-related decisions. Any additional initiatives aimed at promoting diversity, inclusion and equal opportunities may be adopted by suppliers on a voluntary basis, taking into account the applicable legal and organisational context.

## 5.4 — *Diversity and Inclusion*

Molteni actively promotes a culture of diversity and inclusion and requires its suppliers to do the same. ***Suppliers are encouraged to value differences and create inclusive workplaces*** where all workers are respected and able to contribute to shared success. In particular, suppliers should promote equal opportunities for employment and professional development, ensuring fair access to rights and benefits regardless of individuals' personal characteristics.

In line with Molteni's social responsibility policy, suppliers are encouraged to adopt concrete initiatives to support the inclusion of socially disadvantaged groups. ***This may include collaboration with associations, training bodies, or employment centres to promote job opportunities for persons with disabilities***, workers over 50, unemployed youth, and individuals returning to the workforce after long periods of inactivity.

Molteni believes that a diverse and inclusive workforce that promotes autonomy, empowerment, and employee engagement creates a fairer and more stimulating work environment and generates significant competitive benefits for the company and its partners.

## 5.5 — *Harassment and Abuse*

All workers must be treated with dignity and respect. ***Any form of harassment, abuse, violence, or mistreatment in the workplace is strictly prohibited.*** Suppliers must prevent and prohibit offensive or intimidating conduct, including sexual harassment, physical or verbal abuse, psychological intimidation, coercion, corporal punishment, threats, or the use of derogatory language towards employees.

Suppliers must also establish safe channels that allow workers to report harassment or abuse and obtain support without fear of retaliation.

## 5.6 — *Freedom of Association and Collective Bargaining*

*Suppliers must respect the right of workers to freely form or join trade unions and to engage in collective bargaining to protect their employment interests.* This right must be exercisable without fear of discrimination, intimidation, or negative consequences. Worker representatives must not be hindered or penalised in carrying out their union activities.

Suppliers must also implement clear and accessible mechanisms for receiving and managing worker complaints or reports, ensuring that concerns can be raised confidentially and without fear of reprisal.

## 5.7 — *Working Hours*

Working hours must comply with applicable national laws and international labour standards. *Suppliers must ensure that work schedules protect workers' health and well-being*, preventing excessively long shifts and providing adequate rest periods.

Overtime must always fall within legal limits, be accurately recorded, compensated according to requirements (or more favourably if determined by collective agreements or company policies), and performed on a voluntary basis.

*Workers must be granted at least the weekly rest day required by local law and paid annual leave in accordance with legal regulations.*

## 5.8 — *Wages and Benefits*

Suppliers shall ensure that workers are provided with ***economic and remuneration conditions in compliance with applicable laws and relevant collective bargaining agreements (CCNL)***. Wages and compensation paid shall meet at least the legal minimum requirements or, where higher, those established by the applicable CCNL or by prevailing remuneration practices in the relevant sector and geographical area. Remuneration, including base pay and any additional elements, shall be paid in a regular and transparent manner.

In addition to base remuneration, suppliers shall recognise all benefits and employment-related entitlements required by applicable law and by the relevant CCNL, including social security contributions, overtime pay, allowances, holidays, leave, severance pay (TFR) and any other mandatory benefits. Any deductions or withholdings from remuneration may be made only in cases permitted by law or with the worker's explicit consent.

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## 06 — **OCCUPATIONAL HEALTH AND SAFETY**

Each supplier is responsible for ensuring a safe and healthy workplace for its employees, preventing accidents, injuries, and occupational diseases. Suppliers must comply with all applicable laws and regulations on occupational health and safety and adopt ***a proactive approach to risk management by implementing adequate preventive measures to protect workers***. To this end, each supplier must conduct regular risk assessments and implement prevention and protection programs that include, among others:

- **Training and instruction:** Suppliers shall ensure that workers receive appropriate training and instruction on occupational health and safety, in compliance with applicable laws and regulations (in particular Legislative Decree No. 81/2008). The training should be understandable and relevant to the tasks performed, with the aim of increasing

awareness of the main risks and of safe working procedures. Any additional training initiatives may be considered taking into account the supplier's size, structure and organisational arrangements, as well as the activities actually carried out.

- **Personal Protective Equipment (PPE):** provide workers with suitable PPE free of charge (e.g., gloves, goggles, helmets, safety shoes, masks, etc.) and ensure that such equipment is properly used and maintained in good condition.
- **Emergency management:** establish emergency plans and evacuation procedures to address fires, accidents, natural disasters, or other unforeseen events, conduct periodic drills (e.g., evacuation drills), and ensure the availability of adequate fire extinguishers, emergency exits, and first-aid kits.
- **Machinery and equipment safety:** ensure that machinery, tools, and equipment are equipped with adequate safety devices and guards, are regularly maintained and inspected, and may only be used by trained and authorised personnel.
- **Hygiene and cleanliness:** maintain high standards of hygiene in the workplace through regular cleaning of facilities, workstations, and common areas (restrooms, canteens, changing rooms); ensure the availability of clean and ventilated sanitary facilities, potable water, and appropriate break areas.
- **Healthy environments:** ensure comfortable microclimatic conditions in the workplace with adequate ventilation, natural/artificial lighting, and temperature and humidity control; take measures to keep noise, dust, fumes, and other harmful emissions within legal limits.

Suppliers must also maintain a register of accidents and near-misses and analyse their causes to prevent recurrence. Molteni encourages the promotion of a safety culture in which workers can report hazardous conditions or unsafe behaviours without fear of sanctions, enabling proactive resolution of risks.

***Protecting workers' health and safety must always be an absolute priority, taking precedence over any economic or production-related consideration.***



## 07 — ENVIRONMENT

***Suppliers shall conduct their activities with due respect for the environment and in compliance with applicable environmental laws and regulations.*** Where required by law, suppliers shall obtain and maintain the necessary environmental permits and authorisations (such as those relating to air emissions, water discharges and waste management) and comply with the relevant conditions. ***Suppliers are encouraged to manage waste, effluents and emissions arising from their activities in a responsible manner,*** adopting measures that are appropriate and proportionate to their size, structure and organisation, with the aim of reducing environmental impacts on soil, air and water. In this context, suitable solutions may be implemented for the treatment of discharges, the proper management of waste - including hazardous waste - and the prevention of accidental spills or contamination.

Suppliers are encouraged to contribute, on a progressive basis and in a manner compatible with their operational capabilities, to the reduction of the environmental and climate-related impacts of their activities. Where considered appropriate, suppliers may monitor key sources of energy consumption and emissions and evaluate improvement actions, including initiatives aimed at energy efficiency and responsible use of resources. No general obligation of periodic environmental or climate reporting is imposed, except where required by applicable law or by specific commercial agreements.

Similarly, suppliers are encouraged to optimise the use of natural resources and materials in their processes, with particular attention to water and energy consumption. The adoption of water- and energy-saving solutions, the use of renewable energy sources, as well as the selection of lower-impact, recycled or recyclable materials, may be assessed on a voluntary basis and in line with the nature of the activities carried out. The use of certified materials or specific environmental standards is not mandatory, except where required by law or by dedicated contractual arrangements.

Packaging solutions may also be optimised, where feasible, with a view to reducing waste and supporting circular economy principles, by favouring reusable or easily recyclable materials, subject to technical and logistical requirements.

## 08 — COMMUNITY AND LOCAL DEVELOPMENT

*Suppliers are encouraged to respect the rights, culture, and well-being of local communities, including any indigenous communities affected by their activities.* In cases where initiatives may impact the territory or the livelihoods of local populations, suppliers should promote early and informed engagement with stakeholders (residents, authorities, associations, NGOs) in accordance with applicable regulations and internationally recognised principles.

Where relevant, particularly when activities affect areas traditionally used or inhabited by indigenous peoples, **the principle of FPIC (Free, Prior and Informed Consent) should be applied.** This requires transparent and timely dialogue, the sharing of clear and accessible information about potential impacts, and, where required by law or recognised practices, the seeking of informed consent before beginning activities. This approach is intended to prevent conflicts, encourage participation, and ensure responsible management of territorial impacts.

Molteni also encourages initiatives that bring benefits to the local context wherever possible (e.g., training programs, employment opportunities, skill transfer, environmental protection). Such activities are voluntary, do not alter contractual obligations, and are appreciated as expressions of social responsibility and constructive collaboration with the community.

## **09 — MONITORING, REPORTING AND VIOLATIONS**

### **9.1 — Audits and Monitoring**

The Molteni Group may verify, in a proportionate and co-operative manner, suppliers' adherence to the principles of this Code. To this end, Molteni, either directly or through appointed third parties, may carry out audits or reviews at suppliers' operational sites, upon written notice with a reasonable advance period, normally not less than 15 days, and with a frequency generally not exceeding two audits per year, except in the case of particularly significant situations or serious non-compliances.

Audits will be limited to activities directly related to the supply to the Molteni Group and will be conducted in a manner that respects the confidentiality of any non-relevant information, as well as at times and in ways compatible with the supplier's operational needs. Suppliers are encouraged to cooperate by providing reasonable support and documentation and by appointing a contact person to facilitate the audit activities.

Should audits or monitoring activities identify areas for improvement or any non-compliance with the requirements of this Code, the supplier will be invited to define and implement an appropriate corrective action plan within a reasonable timeframe. Molteni may request evidence of the implementation of the agreed actions and, where appropriate, carry out follow-up reviews to assess their effectiveness.

### **9.2 — Consequences of Violations**

Compliance with this Supplier Code of Conduct is considered an essential requirement for establishing and maintaining business relationships with Molteni. If a supplier seriously or repeatedly violates any of the principles of the Code, or fails to implement effective corrective actions following an audit or a reported non-conformity,

the Molteni Group reserves the right to adopt appropriate measures. These measures will be proportionate to the severity of the violation and may include: formal requests for immediate corrective action, temporary suspension of orders or payments, reporting the matter to relevant authorities (in cases required by law), and, in the most serious cases, unilateral contract termination or exclusion from future collaboration opportunities.

In particular, Molteni will apply a zero-tolerance policy for violations involving fundamental norms on human rights, occupational safety, integrity, or the environment. This includes conduct such as child labour exploitation, the use of forced labour, intentional or grossly negligent environmental incidents, or proven acts of corruption, all of which will result in the immediate termination of the business relationship, without prejudice to further legal action.

***This Supplier Code of Conduct is considered an integral part of the contractual agreements between Molteni and each supplier.*** By signing or accepting the Code, suppliers commit to complying fully with all principles and requirements contained herein. The Molteni Group reserves the right to periodically update the Code based on regulatory developments and international best practices. Any modifications will be promptly communicated to suppliers and made available, and suppliers are responsible for complying with updated requirements within the specified timeframe. The most recent version of the Supplier Code of Conduct will be published on Molteni's corporate website. In case of interpretative doubts or the need for clarifications regarding the Code, suppliers may contact their company representative or Molteni's Compliance unit for further information.





