

SUPPLIER CODE OF CONDUCT

Sinerga SpA attaches great importance to ensuring that its partners share set of common rules, practices and principles with respect to ethics social responsibility and protection of the environment.

We aim to develop long-lasting, trusting, mutually beneficial relationships with Suppliers who share our strong values who demonstrate the same commitment to operating responsibly and ethically across all facets of business.

The success of Sinerga SpA is indeed based on corporate values which both employees and external business partners undertake to comply. For this reason, Sinerga SpA requires its Suppliers to respect the ethical principles presented in this Supplier Code Of Conduct and to ensure that their own Suppliers and subcontractors do the same.

In the conduct of its activities, Sinerga SpA is committed to complying with all applicable laws, regulations, national and international conventions, as well as with best practices, in particular with regards to ethics, social responsibility and protection of the environment.

We require strict compliance with these standards by all our Suppliers, their workers, their production facilities and their subcontractors.

The Supplier Code is based on internationally recognised standards, including the Universal Declaration of Human Rights and International Labour Organization's Convention, the OECD Guidelines for Multinational Enterprises and the United Nations Women's Empowerment Principles.

In the event of any violation of this Supplier Code of Conduct by the Supplier or one of its subcontractors, Sinerga SpA reserves the right to review the business relationship and possibly terminate it in conformity with applicable law, even if there is no written contract formalizing this relationship, without prejudice to the other rights of Sinerga SpA or remedies it might seek.

ENGAGE IN LAWFUL AND ETHICAL BUSINESS PRACTICES

1.1. LEGAL COMPLIANCE

The Supplier has to conform with all applicable local, nation and international laws, regulations and provisions which regulate business operation. We aim to meet or exceed requirements of applicable environmental, health and safety laws and regulations, corporate standards and other standards to which Sinerga SpA subscribes. When this Supplier Code of Conduct is in contradiction with applicable law, the applicable law shall apply.

1.2. PROHIBITION AGAINST BRIBERY AND CORRUPTION

Sinerga SpA applies a zero-tolerance policy concerning corruption and trading in influence. Our Suppliers and their officers, directors and employees must adhere to the highest standards of ethical business conduct and must not engage in bribery or corruption in any form, either directly or through third parties. We expect our Suppliers to respect all applicable laws concerning corruption and to take appropriate measures to prevent, detect and sanction any corruption or trading in influence, directly or indirectly, across the scope of their activities.

1.3. CONFIDENTIALITY AND PRIVACY

Sinerga SpA' Suppliers must respect and safeguard Sinerga SpA confidential information. Our Suppliers must be committed to taking all necessary measures to guarantee the confidentiality of professional secrets and other non-public information they receive in the course of their business relationship with Sinerga SpA. Our Suppliers shall only use Sinerga SpA confidential information for the purpose for which it was provided. Suppliers must promptly notify Sinerga SpA if they become aware of any intentional or unintentional improper disclosure or use of Sinerga SpA confidential information. Suppliers must comply with all applicable laws and regulations related to the protection and use of personal information.

1.4. INFORMATION TRANSPARENCY

Sinerga SpA' Suppliers are required to provide clear and accurate information regarding the methods and resources used, production sites and characteristics of the products or services supplied, and to refrain from making any misleading claims.

PROMOTE A RESPECTFUL, FAIR AND DIVERSE WORKPLACE

2.1. CHILD LABOR AND YOUNG WORKERS

The work by children under the age of 16 is strictly prohibited. In countries where local laws set a higher age for child labour or set an age for completion of compulsory education higher than 16, the highest age is applicable. Any work which is likely to jeopardize children's physical, mental or moral health should not be done by anyone under the age of 18.

2.2. FORCED LABOR AND HUMAN TRAFFICKING

Any use of forced labour, slavery, servitude or trafficking in human beings by our suppliers, as well as monetary fines, withholding identity papers (such as passports), work permits, remuneration or requiring recruitment deposits or other constraints as a condition of employment, is not allowed. Mandatory overtime is not permitted, and workers must be allowed to leave their employment freely after giving reasonable notice.

Suppliers may not require workers to work to repay a debt owed to them or to a third party. The use of corporal punishment or psychological or physical coercion is forbidden. Disciplinary measures inadmissible by law are forbidden.

2.3. WORKING HOURS

Our suppliers must comply with all local laws and regulations applicable with respect to working hours, which shall not in any case exceed the maximum set by internationally recognized standards such as the International Labour Organization (ILO). Our suppliers may not impose excessive overtime hours. The total amount of hours worked per week including overtime may not exceed legal limits. Workers are entitled to the minimum number of days off established by applicable laws and at minimum must have at least one day off in every seven-day period.

2.4. WAGES AND BENEFIT

Suppliers must at minimum pay wages on a regular basis and no less than monthly, compensate workers for overtime hours at the legal rate and meet all legal requirements related to worker benefits. If there is no legal minimum wage or rate for overtime pay in the country concerned, the Supplier must ensure that the wages are at least equal to the average minimum in the relevant industrial sector and the overtime pay is at least the same as the usual hourly. Wage deductions shall not be used as a disciplinary measure. We require our suppliers to guarantee that all workers receive benefits stipulated in any applicable collective bargaining agreements, company agreements and other applicable negotiated individual or collective agreements.

2.5. EQUALITY, INCLUSION AND DIVERSITY

Suppliers must promote an environment that is free from discrimination and inclusive of all people and their unique abilities, strengths and differences. Equal treatment and equal opportunity must be guaranteed. Suppliers must not subject their workers to any illegal discrimination with regard to recruitment, hiring, remuneration, promotion, access to training, professional development, retirement or termination. Any employment decisions must be based on worker's ability and not on personal characteristics such as race, creed, colour, religion, gender, age, national origin, alienage or citizenship status, sexual orientation, gender identity or expression, marital, partnership or familial status, disability, genetic information, veteran/military status, domestic violence victim status, social background, caste, health status, pregnancy, or any other characteristic protected by law. Workers with the same qualifications, skills, experience and performance should receive equal pay for work, as required by local law.

2.6. PROHIBITION OF HARASSMENT AND ABUSE

We expect our Suppliers to treat their workers with respect and dignity. Our Suppliers may not tolerate or engage in any form of corporal punishment, physical, sexual, verbal or psychological harassment or any other kind of abuse.

2.7. PROHIBITION OF ILLEGAL, CLANDESTINE AND UNDECLARED EMPLOYMENT

Sinerga SpA' Suppliers are required to comply with the applicable regulations to prevent illegal, clandestine and undeclared employment. Each employee should receive a legally effective contract of employment with the following minimum component parts: name, date and place of birth, home address, function, date of commencement of work, working hours, salary and remuneration, probation period (if applicable), claim to leave, details concerning notice of termination of the employment (by the employee and by the employer), date and signatures of the parties to the contract. The employer should not attempt through contracts to the disadvantage of the employees to circumvent the local social security arrangements (e.g. health insurance, maternity protection, etc.). The employees should be in possession of a valid visa and work permit where they do not come from the respective country, if the same are necessary.

2.8. FREEDOM OF ASSOCIATION

We require our Suppliers to respect and recognize the right of workers to form and belong to trade unions as well as to negotiate collectively and to create or join labour organizations of their choice



without any sanction, discrimination or harassment. Preventive or obstructive measures which serve to impede this right will not be tolerated.

PROVIDE A SAFE, HEALTHY WORKPLACE AND PROTECT THE ENVIRONMENT AND COMMUNITY

3.1. HEALTH AND SAFETY

A safe and hygienic work environment is to be provided. The environment of the work place and the materials with which the employees come into contact should comply with the local legal and generally recognised health and safety requirements, depending on which are stricter. Suppliers must reduce the potential for injuries and illness in the workplace by eliminating or minimizing workplace hazards and providing health and safety training workers. Industrial safety procedures which are designed to prevent accidents and injuries at work and injuries through the operation of technical equipment are to be promoted. These industrial safety practices and procedures are to be communicated to the employees and trained with them regularly.

3.2. ENVIRONMENT

Suppliers respect local and international environmental regulations and standards, and they obtain all requisite environmental permits. Suppliers must strive to continually improve their environment footprint including the promotion of sustainability initiatives such as energy and water conservation, pollution prevention, waste minimization, reuse and recycling practices.

I hereby acknowledge, on behalf of the supplier, that I received, read and understood the requirements set forth in Sinerga SpA Supplier Code of Conduct (Rev 00, 01/2025).

I confirm, on behalf of the supplier, that I'm authorized signatory of the Supplier and the Supplier will comply with the Code and the laws referred into.

PLACE AND DATE

SIGNATURE

NAME AND FUNCTION:

SUPPLIER NAME