

EPTA GROUP ANTI-CORRUPTION POLICY

**Approved by the Board of Directors of
Epta S.p.A. on December 20, 2023**



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1. PURPOSE

*In line with its Code of Ethics, Epta Group is aware of its responsibility to fight against Corruption as it affects its values, culture, profitability and sustainability, its shareholders and stakeholders as well as it represents one of the major obstacles to social wellbeing, competitiveness and sustainable development. Therefore, Epta Group has a **Zero Tolerance** approach towards Corruption in all countries in which it operates.*

The **purpose** of this Policy is to:

- a) **strengthen the principles already affirmed** in the Code of Ethics about the fight **against Corruption**;
- b) clearly reaffirm and reinforce the Epta Group **commitment to prohibiting and preventing Corruption** and being in compliance with Anti-Corruption Laws;
- c) define **principles** for identifying and preventing Corruption in order to protect the integrity and reputation of Epta Group as well as the legality;
- d) provide **information and guidance** both to internal and external stakeholders.

For the purposes of this Policy, **Corruption (or Bribery)** is, **either in the private or in the public sector**, the giving, offering, promising, receiving, accepting, demanding, or soliciting, directly or indirectly, of monetary or non-monetary, tangible or intangible benefits or advantages in order to obtain or retain an undue advantage in the course of business activities, irrespective of

- ❖ the **amount** or value of the benefit;
- ❖ whether the recipient of Corruption is a **domestic or a foreign subject**;
- ❖ the **place** where Corruption is committed;
- ❖ whether the **result** of such Corruption **entails an actual undue advantage or the illegal performance** of a function or activity;
- ❖ whether the Corruption is aimed to **favour Epta Company** or to **gain personal advantages**;
- ❖ whether the Corruption is **successful** (as the offering or requesting of it is enough to amount to a criminal offence).

The definition of Corruption also includes the complicity in, the incitement, the attempt to corrupt as well as the conspiracy to corrupt.

2. APPLICABLE SCOPE

This Policy applies to, and is **binding** for, any of the Epta Companies as well as any of its Personnel & Business Partners.

Epta Companies **General Managers** are in charge of **implementing** and **disseminating** this Policy at local level, as well as **monitoring** the applicable local anti-Corruption requirements.

In case **local legal requirements are more restrictive** than the provisions of this Policy, the more restrictive requirements of local laws are to be adopted by the respective Epta Company.

The Policy shall be read in conjunction with the Epta Group Code of Ethics, with any other relevant Epta Group policies and procedures, whenever applicable with reference to the relevant sections of the Policy including, *inter alia* with the Policy on Relations with Public Administration, the Conflict of Interest Policy, the Epta Group Whistleblowing Procedure, the Suppliers Code of Ethics, the HR Guidelines – Recruiting and Hiring and, limited to Epta S.p.A., the Organizational, Management and Control Model pursuant to Italian Legislative Decree 231/2001.

3. DEFINITIONS

The following terms shall have in this Policy the same meaning as set forth below.

- **Anti-Corruption Laws:** all laws, conventions and regulations, at international and local level, regarding Corruption.
- **Business Partner:** any individual or third party acting on behalf of, with, or for the benefit of the relevant Epta Company, such as consultants, suppliers, agents, intermediaries, brokers, contractors.
- **Code:** the Epta Group Code of Ethics.
- **Epta Company:** Epta S.p.A. as well as any company controlled by Epta S.p.A.
- **Epta Group:** Epta S.p.A and any and all the Epta Companies.
- **Personnel:** the employees, collaborators, managers, officers, directors and representatives of the relevant Epta Company.
- **Public Administration:** any entity, body, or office, central or local, national, or international, which exercises legislative, judicial or administrative powers or functions, as well as any other body, office or entity which is qualified as Public Administration pursuant

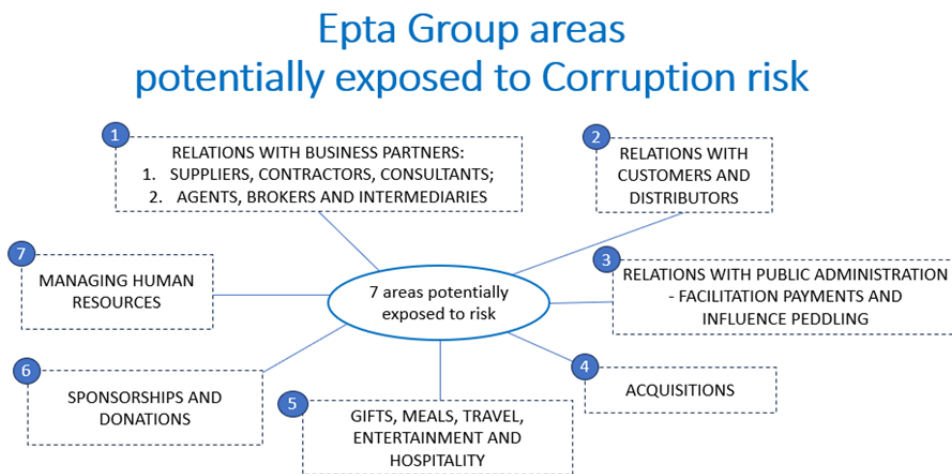
to local applicable laws and regulations¹.

- **Public Official:** anyone who performs a legislative, judicial, or administrative authority or function for or on behalf of a Public Administration, as well as anyone who is empowered, in the context of a power regulated by public law, to form and to manifest or to contribute to form and to manifest the will of the Public Administration or is empowered of authoritative, deliberative or certifying powers, according with local applicable laws and requirements. The qualification of Public Official may not depend on the formal employment relationship between such person and the Public Administration².

The definition of Public Official also includes any **person in charge of a public service**³ and whoever acts on behalf of a Public Administration.

4. EPTA GROUP AREAS OF CORRUPTION RISKS

Epta Group has identified 7 areas in which the Corruption risk is potentially high, as summarized in the below table and as better detailed in the relevant sections of this Policy.



¹ The following is an illustrative and not exhaustive list of Public Administrations: public financial administration, tax agencies and authorities; custom agencies; surveillance authorities; judicial authorities; government as well as its agencies and offices; government-owned or government-controlled or government-participated companies; ministries; national or regional parliament; police; regions, provinces, municipalities, and their associations and consortia; public academic institutions; chambers of commerce; independent administrative authorities; non-economic national, regional or local public entities; national healthcare service and social security authorities; European Union and its bodies, such as European Parliament, European Court of Justice and European Commission; international organizations such as United Nations, World Bank and World Trade Organization as well as any other organization where a State is part of.

² The following is an illustrative and not exhaustive list of Public Officials: magistrates in the exercise of their functions; experts appointed by Court; bailiffs and bankruptcy trustees, as auxiliaries to the judge; members of police and armed forces, firefighters; notaries; the mayor as a government official, city councilors, municipal employees who issue certificates (for example, employees of the civil registry office); members of political parties.

³ Public service means an activity governed in the same forms as the public function but characterized by the lack of the typical powers of the latter, and with the exclusion of the performance of mere material or ancillary works or tasks. In other terms, public service could be qualified, on one hand, by the lack of powers typical of the public function and, on the other hand, by the performance of functions other than mere material or ancillary works or tasks. The qualification of Person in Charge of Providing a Public Service may not depend on the formal relation of the individual with the body in or for which it operates. By way of example, Persons in Charge of a Public Service are employees of public transport companies or public servants who collaborate with Public Officials.



Particular attention should be paid in those countries which are more exposed to Corruption-related risks, provided that the principles and rules of this Policy represent a minimum standard to be always complied with, regardless of the level of Corruption in the relevant country.

Exhibit A provides the **Transparency International Corruption Perception Index (CPI)**, which helps to understand and be aware of the specific Corruption-related risks in the countries where Epta Companies are established and do or may do business.

4.1 RELATIONS WITH BUSINESS PARTNERS

Exhibit C provides a list of possible red flags scenarios that may arise in the context of the relations with Business Partners, and which may raise concerns under various Anti-Corruption Laws. If Personnel finds or suspects that any of the red flags has occurred, it must report it promptly to the relevant Epta Company General Manager.

4.1.1 RELATIONS WITH SUPPLIERS, CONTRACTORS AND CONSULTANTS

Epta Companies must treat suppliers, contractors and consultants in accordance with the **highest standards of business ethic conduct** and in compliance with all Anti-Corruption Laws, both (a) during **preliminary phase of selection** and (b) during contractual performance (assessment).

A. SELECTION PHASE

The following actions shall be conducted during the selection and engagement of suppliers, contractors, and consultants (list to be interpreted as illustrative and not exhaustive):

1. They must be generally selected through a **competitive selection process** based on objective criteria (such as objectivity and equality of the conditions of tenderers, price, match between the offer and the company' needs, technical and organizational capacity,

reputation, production/service quality and capacity), unless a direct engagement is best suited due to peculiarities of the goods or services themselves or due to high specialization reasons. Notably:

- a) the selection process must be transparent and, within the limits and requirements set by internal procedures, provide for competitive bidding among different counterparties;
 - b) the selections must be documented and the documents proving compliance with internal procedures and the purposes of the purchase must be filed properly;
 - c) the internal purchasing procedure must be followed at all times;
 - d) the stipulation of any contract must be suspended if a corrupt conduct is found.
2. Whenever appropriate, they must be **qualified** on the basis of exhaustive information (**due diligence check**), inclusive of the suppliers, contractors, and consultants adherence to ESG-related requirements, international standards and relevant local laws on this matter.

The following are a few examples of prospective business transactions for which risk-based due diligence would be appropriate:

- ✓ Epta Company plans to hire a consultant to advise the company on business development in a country with a reputation for Corruption.
- ✓ A senior government official in a country with a reputation for Corruption has requested that a certain local contractor is considered for work.
- ✓ Epta Company proposes to retain a local company to handle the acquisition of visas and work permits for expatriate employees who will work on a project in a country with a reputation for Corruption.
- ✓ Epta Company is entering into agreements with local distributors to market the company's products in a country with a reputation for Corruption.
- ✓ An employee of the client is to receive an agency commission.
- ✓ The bank account of the supplier, contractor or consultant is in a country different from the Business Partner headquarter.

3. Purchasing of goods and services must be carried out by the **authorized parties** according to the powers assigned and within the spending limits provided.
4. The engagement is allowed for **legal commercial activities** only.
5. Personnel shall not engage any supplier, contractor or consultant in any activity which creates or appears to create a **conflict of interest** between their personal interests and the interests of the Epta Company.

6. No under-the-counter cash or gifts, favour or other benefit shall be given to or accepted from a supplier, contractor, or consultant with the objective of improperly influencing negotiations (such as a certain discount or certain favourable terms in the contract).

In order to mitigate the Corruption-related risks, each Epta Company shall insert, **to the extent it is feasible in the concrete business relation**, ad hoc contractual provisions in the contracts with suppliers, contractors and consultants. In this respect, a template containing a standard **Anti-Corruption Clause** which may be used by the Epta Company has been made available in **Exhibit B**.

B. ASSESSMENT DURING CONTRACTUAL PERFORMANCE

Periodical checks (“**Checks**”) should also be carried out and conducted to assess the supplier, contractor or consultant’s suitability and capability during contract performance, in accordance with the following principles and rules:

1. For each purchase, it must be verified and appropriately documented that:
 - a) the goods/services provided correspond to those requested and/or agreed;
 - b) the price agreed and paid is in line with market prices and/or is justifiable in the light of the goods/services provided and the specific skills required.
2. **No payments** can be made to or accepted **unless they are adequately justified** in the context of the contractual relationship with them.
3. When the circumstances indicate that the supplier, contractor, consultant or its representatives have violated an Anti-Corruption Law, the contractual relationship shall be **terminated for cause**.
4. All transactions that involve the **collection or making of payments** shall be (a) approved by the person that is responsible in the relevant Epta Company area, and (b) promptly recorded in the accounting or corresponding records.
5. **Illegal or irregular payments are strictly prohibited**, as well as **payments in cash**. Payments can **only** be made via **bank transfers** or cheque.
6. Receivables or credit can **only be reposted** from an account to another **if it is legally permissible** and not used for illegal purposes.

For instance, the following requests by a supplier, contractor or consultant should be denied: (a) a request that a credit is reposted from its account to the account of a hotel where he/she privately stayed. This presents a risk for abetting embezzlement or tax evasion; (b) a requests that a credit is reposted from its account to the account of a company in a high-risk country (e.g., mailbox company) different from the country where such supplier, contractor or consultant has the residence or is established.

4.1.2 RELATIONS WITH AGENTS, BROKERS AND INTERMEDIARIES

Particular attention must be kept when engaging agents, brokers and intermediaries, acting of Epta Company's behalf, due to the risk that their activity may cause criminal liability of Epta Group. Therefore, it is of essence to **(1)** fully evaluate who the counterparty is before entering into any contract, **(2)** continuously monitor what and how such counterpart operates for the benefit of Epta Company, and **(3)** ensure that:

- a) Agents, brokers and intermediaries operate in compliance with the Anti-Corruption Laws in the country in which they operate, acting with integrity, honesty and transparency.
- b) The relationships with them are transparent, fair and regulated by a formal written agreement to be signed by the relevant empowered people within the Epta Company organization.
- c) The written agreement includes concrete and adequate information on the task and the services to be provided.
- d) The remuneration scheme/economic conditions is adequate, fair and aligned to market value and based on clear and objective calculation criteria.
- e) The activities performed are monitored, tracked and archived.



Any other condition as set forth in the above sections regarding suppliers, contractors and consultants must be met.

4.2 RELATIONS WITH CUSTOMERS AND DISTRIBUTORS

Epta Group treats customers and distributors in an equitable manner and is committed to having business relationships with partners that demonstrate their integrity in business.

No under-the-counter cash or gifts, favour or other benefit shall be given to or accepted from customers and/or distributors with the aim of improperly influencing negotiations. In particular, it is forbidden to give a customer/distributor a gift, cash or other benefit in order to apply conditions not justified by the contractual relationship, as well as to facilitate irregularities or fraud (for example, to encourage them to make purchases and/or to accept certain prices, or in exchange for granting certain discounts to the customer/distributor).

Price lists, discounts and promotions to customers and/or distributors must be applied in accordance with internal procedures, with special reference to their approval and documentation.

No payments shall be made to customers/distributors unless they are adequately justified in the context of the contractual relationship with such parties.

4.3 RELATIONS WITH PUBLIC ADMINISTRATION

The relations with Public Administration and Public Officials must be based on the **principles of fairness, loyalty and utmost transparency**. In addition, the following requirements (to be interpreted as minimum standards) must be followed:

- Any relation with Public Administration and Public Official shall be carried out in strict **compliance with all applicable laws**, codes and regulations in any jurisdiction, including without limitation the laws and regulations concerning the employment of former public servants, including the so-called “*revolving door*” restrictions. With this regard, insofar as permitted by applicable laws, Personnel must obtain all appropriate government approvals prior to recruiting or hiring current and former public servants;
- **Collusion or interference** for the purpose of influencing, directly or indirectly, the Public Administration or Public Official activities is **not allowed**;
- Creation of **false or misleading documents**, including accounting, financial or electronic records for the purpose of being awarded a public tender or public funds or obtaining an advantage in a tender process of any kind **is not allowed**;
- Any relation with Public Administration and Public Officials must **not** give rise to any **conflict of interest**.

4.3.1 FACILITATION PAYMENTS

Facilitation payments: *payments or gifts of a minor amount made to a Public Official in order to speed up processes or to facilitate performance of commonly performed, routine, nondiscretionary actions or services (such as obtaining a license, a certification, a permit or other kind of authorizations), even in the event that the ultimate purpose is not that of obtaining an undue benefit.*

Epta Group adopts a **Zero Tolerance approach to Facilitation payments** (in any form, whether direct, indirect or concealed). The offer of **Facilitation payments is strictly prohibited** (regardless of local customs).

Examples of Facilitation payments include:

- An official expedites release of an acceptance certificate for services rendered or for products delivered by the Epta Company.
- A customs officer is paid to allow an individual to pass into or out of the country without a proper inspection on the held goods.

An officer is paid to 'lose' or 'make a mistake' on documents which are relevant for the Epta Company.

4.3.2 INFLUENCE PEDDLING

No Epta Company Personnel shall have a behaviour that could involve a potential crime of influence peddling and, therefore, have an influence on a Public Official, taking advantage of any situation arising from the personal relationship with any Public Official in order to obtain a decision that could directly or indirectly bring a personal financial benefit or a benefit for Epta Group.

4.4 ACQUISITIONS

When an Epta Company acquires an asset (or enters into a joint venture), it may incur the risk of being held legally responsible for another party's actions, depending upon a number of factors.

The design of a due diligence process for a particular acquisition or joint venture is a very fact-based specific process, to be evaluated on a case-by-case basis, in liaison with the Corporate & Legal Affairs function.

Examples of asset acquisition or joint venture proposals which could be considered potentially more sensitive from an anti-Corruption standpoint are as follows:

- The Epta Company proposes to acquire an interest in a company located in a country with a high risk of Corruption.
- The Epta Company owns an interest in a joint venture that is 50-percent owned by another company. That co-venturer informs the Epta Company that it is selling its interest to an entity that is partly owned by the local government.

4.5 GIFTS, MEALS, TRAVEL, ENTERTAINMENT, AND HOSPITALITY: INTRODUCTION

Although as a general rule Epta Group neither accepts nor offers gifts, meals, travel, entertainment and hospitality, it recognizes that in some circumstances modest gifts (including both Epta Group products and other goods), travel, entertainment and hospitality (including meals and recreational activities such as tickets or invitation to sports, cultural or similar events) are a legitimate contribution to building or maintaining good business relationships.

4.5.1 OUTBOUND AND INBOUND GIFTS

Gifts: *includes inter alia money, favours, benefits, such as hiring of relatives and friends, cash, loans.*

Epta Company and Personnel must not (A) give, offer or promise (**outbound**) and (B) receive, accept or solicit (**inbound**), also through third parties, Gifts **to/from a person or organization** where it could reasonably be interpreted that the purpose of the Gift was to induce improper performance or to obtain or retain business or an advantage in the conduct of business for the benefit of the relevant Epta Company, for the benefit of the Personnel and/or of any other body or entity.

In some circumstances it is possible to exchange appropriate business gifts that represent a courtesy practice or contribute to building or maintaining good business relationships, provided

that gifts:

- a) have a **trivial value, meaning** a value up to 150 Euro (or the corresponding amount in local currency)⁴,
- b) have a **legitimate business purpose**,
- c) are **infrequent**,
- d) are **not** related to **services of a private nature**,
- e) are not exchanged in return for doing, or promising to do anything for the recipient, such as an **undue advantage or preferential treatment**, or motivated by the desire to **influence** the independent judgement of the recipient, to **compensate** the recipient for exercising its role, to **remunerate** for an illicit mediation activity conducted by the recipient who has an existing or alleged relation with the Public Administration or its Officials,
- f) do not give rise to any **conflict of interest**,
- g) are in **compliance with laws and regulations** of countries of both the giver and the recipient.

Personnel must never give, offer, solicit, receive or accept **financial gifts**, including **cash**, loans or other material financial favours.

The following are some examples of interactions in the category of gifts that should be carefully reviewed in advance:

- Epta Company plans to pay for overnight accommodations for a prospective customer.
- A Business Partner requests reimbursement of travel expenses for himself and his family.
- An employee plans to provide unusual or costly entertainment.

Gifts offered, given, promised to **Personnel relatives, friends or any other individual connected to them** by a third party which has, or is seeking to have, a business relationship with the Epta Company, must always be refused. Likewise, Personnel shall not give, promise, offer Gifts to relatives, friends or any other individual connected with any third party which has or is seeking to have a business relationship with Epta Company.

⁴ Or any lower value as applicable in those jurisdictions where 150 EUR is considered not appropriate based on common market standards.

Gifts of **trivial value** made by Epta Group management to Personnel or to categories of Personnel **at specific events and/or religious holidays** (or at other important Epta Company events) are permitted.

4.5.2 BUSINESS-RELATED MEALS, TRAVEL, ENTERTAINMENT, HOSPITALITY

Personnel may, in the ordinary course of business, provide or accept **business meals, travel, entertainment, or hospitality** of a **reasonable and proportionate amount** (including attendance at sporting or cultural events), provided that business meals, travel, entertainment, and hospitality:

- a) do not exceed the **monetary cap and any other condition as provided in the Epta Company's policies**, if any,
- b) have a **legitimate business purpose**,
- c) are **infrequent**,
- d) are offered **voluntarily**,
- e) are not exchanged in return for doing, or promising to do anything for the recipient, such as an **undue advantage or preferential treatment**, or motivated by the desire to **influence** the independent judgement of the recipient, to **compensate** the recipient for exercising its role, to **remunerate** for an illicit mediation activity conducted by the recipient who has an existing or alleged relation with the Public Administration or its Officials,
- f) do not give rise to any **conflict of interest**,
- g) shall be in **compliance with laws and regulations** of countries of both the giver and the recipient.

Business-related meals, travel, entertainment, hospitality offered, given, promised to **Personnel's relatives, friends or any other individual connected to them** by a third party which has, or is seeking to have, a business relationship with the Epta Company, must always be refused. Likewise, Personnel shall not give, promise, offer business-related meals, travel, entertainment, hospitality to any individual (such as relatives and friends) who the Personnel knows to be connected with any third party which has or is seeking to have a business relationship with Epta Company.

Any business meals, travel, entertainment, or hospitality that falls outside of the permitted cases

must be **kindly turned down**.

Considering that the laws and rules concerning doing business with Public Administration and their Officials and employees are complex and very restrictive, **Gifts**, irrespective of the value, promised, offered or made to/from any **Public Official**, whether foreign or not, and/or to **members of political parties or trade union organizations** and/or to/from any individual (such as relatives and friends) who the Personnel knows to be connected to the foregoing are **always strictly prohibited**, unless prior written authorisation is obtained from the Chief Executive Officer of Epta S.p.A., after consulting with the Corporate & Legal Affairs function.

The following are some examples of interactions with Public Officials in the category considered in this section:

- An Epta Company wants to provide a gift to a Public Official with whom such Epta Company has regular dealings.
- An Epta Company manager plans to invite a government official and her spouse to a sporting event or a dinner.

4.6 SPONSORSHIPS AND DONATIONS

Donation: *any benefit granted by Epta Company, on a voluntary basis, to a foundation, charitable institution, scientific, academic or education body or institution, as well as to any not-for-profit organization (collectively, the "**Charitable Organizations**") for scientific, charitable, social or cultural purpose, with no expectation of a consideration in return.*

Sponsorship: *any benefit granted by Epta Company to another party in return for a commitment from the said sponsored party to collaborate in the Epta Group promotional activities and/or to enhance Epta Group reputation and public perception.*

Sponsorships and Donations are generally permitted, provided that:

- a) they could **not** reasonably be interpreted as being for the **purpose of inducing improper performance or obtaining or retaining business or an advantage**, in the conduct of business for the Epta Company, for the benefit of the Personnel and/or of any other body or entity;
- b) are in line with the approved annual **budget** and **recorded** in a traceable manner;
- c) are duly **authorised** according to any applicable internal procedures and are directed to

- recipients to be unequivocally identified;
- d) are **formalized in written form**;
 - e) do not give rise to any **conflict of interest**;
 - f) **are not made in cash**. Contributions must always be made by bank transfer. Care must be taken to ensure that the recipient's account is not with an offshore bank.

Donation shall be exclusively made to the Charitable Organization and not to any individual or private person.

Subject to the necessary adaptations according with the local applicable laws and local specific requirements, a **template of self-declaration** by the relevant Charitable Organization which Epta Company may use in case of Donation has been made available in **Exhibit D**.

Some examples of proposals of Donations and Sponsorships which should be carefully reviewed in advance are set out below.

- a) Epta Company is asked to contribute to a local foundation for underprivileged children, and the First Lady of the country is on its Board of Directors;
- b) The Epta Company is asked to sponsor a major sporting event overseen by the local government;
- c) After approving a contribution to a specific charity, the Epta Company is asked to make payment to a different entity.



In line with the Code, Epta Group must not, directly or indirectly, give, offer or promise any contribution (inclusive of Donations and Sponsorships) to any political parties, campaigns and candidates, trade unions and/or works councils, inclusive of their respective members.

4.7 MANAGING HUMAN RESOURCES

Human resources must be managed according to criteria of **impartiality, transparency and independent judgement** and in line with internal procedures. Notably:

- decisions concerning recruitment, selection processes, remuneration, career advancement and performance bonuses shall be based on objective and unbiased factors such as performance evaluation and technical professional competences;

- no Personnel can be hired, nor a career advancement, salary increase or bonus grant can be recognized, on the basis of recommendations by third parties (including Public Officials) in exchange for favours, rewards or other advantages for oneself, third parties and/or for Epta Group;
- all the processes shall be traceable, the decisions formalized and the documentation complete and correct;
- Personnel travel expenses are refunded within the limits and in compliance with the relevant local policies.

5. BOOKS, ACCOUNTS AND FINANCIAL FLOWS

Personnel, within its area of competence and in regard to the tasks assigned, must provide the highest degree of co-operation to ensure that Epta Company's operations and activities are authorized in advance, correctly and promptly represented in the books, records and accounts and that all the relevant documentation is stored in a way that it may be easily found and consulted by the parties in charge of control.

False, misleading, incomplete, inaccurate or artificial entries in the books, records and accounts of Epta Company are strictly prohibited.

6. COMMUNICATION AND TRAINING

Communication and training activities are necessary in order to disseminate and enhance the understanding and awareness of the requirements as set forth in this Policy. For this purpose, on a regular basis Epta Group makes available training and awareness sessions on this Policy and on Anti-Corruption Laws, provided that further and more specific training activities may be required at local level in compliance with local applicable laws, keeping in the latter case the Epta Group Corporate & Legal Affairs duly informed.

7. DISCIPLINARY MEASURES

Epta Group pursues any corruptive practice with the utmost severity. Failure to comply with this Policy may result in disciplinary actions and penalties, varying according to the role of the breaching party, the severity and within the limits of the current regulatory framework. More in details, the following consequences may apply:

- a) Breach by **members of the corporate bodies**: termination or removal from office;
- b) Breach by **Personnel**: a disciplinary measure (until dismissal), following a disciplinary proceeding carried out in compliance with the provisions of laws and of the National Collective Bargaining Agreement, whenever existent;
- c) Breach by **Business Partner**: the remedies provided for by the law or the contract, including without limitations the contract termination for cause and compensation for damages.

8. REPORTING VIOLATIONS (WHISTLEBLOWING)

Epta Group is eager to be aware of any potential or actual misconduct which might lead or has led to anti-Corruption breaches.

In order to protect legality and the Epta Group interests, including goodwill, company and brand reputation, Epta Group has adopted the **Epta Group Whistleblowing Procedure**, covering all Epta Companies.

The Epta Group Whistleblowing System is a Group-based confidential and protected channel, available for **whistleblower** to report (*also anonymously*, if whistleblower prefers) in good faith and to the best of whistleblower direct knowledge, detailed reports based on precise and consistent factual elements as well as on reasonable suspicions, acquired in the work-related context, which are or may be reasonably linked to the violation of:

- A. Epta Group **Code of Ethics**,
- B. Epta Group **policies, directives, procedures**, like this Policy,
- C. Applicable **laws and regulations**,

- D. (limited to Epta S.p.A.) misconducts relevant to the **Italian Legislative Decree 231/2001** and to the rules of conduct, prohibitions and control principles provided by the **Organizational, Management and Control Model** pursuant to Italian Legislative Decree 231/2001.

The Epta Group Whistleblowing System is available at the following link:

<https://eptawhistleblowing.integrityline.com/>

Epta Group **protects bona fide whistleblowers** and shall refrain from intimidating, discriminating and retaliating against whistleblower for the facts and the other circumstantiated events provided in good faith and to the best of whistleblower direct knowledge in the Epta Group Whistleblowing System.

The above is without prejudice to the right of the Epta Group to start a disciplinary proceeding and apply a disciplinary measure against the whistleblower who has knowingly and wilfully or gross negligently made a fake and/or defamatory and/or misleading whistleblowing report.

More detailed information about the Epta Group Whistleblowing System can be found in the **Epta Group Whistleblowing Procedure**⁵.

9. REQUESTS FOR CLARIFICATIONS AND INFORMATION

You can request information or clarification on this Policy as well as on compliance-related matters by sending an email to the **Epta Group Corporate & Legal Affairs**, at the following address.

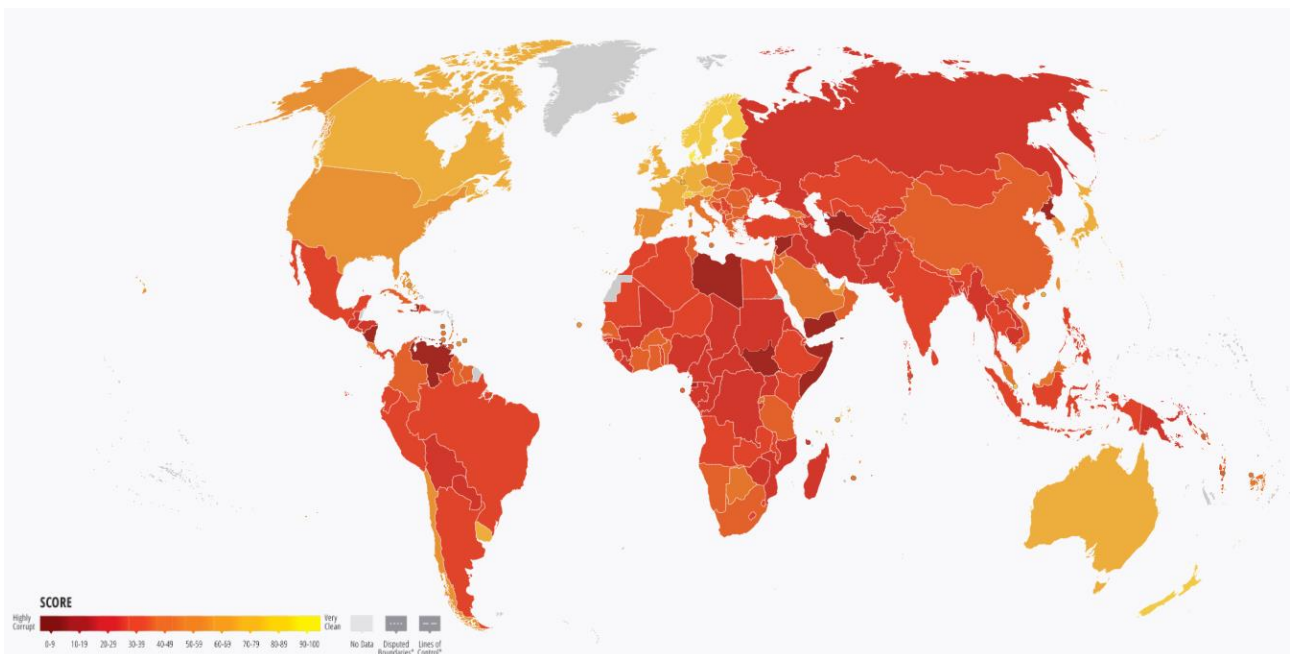
compliance@eptarefrigeration.com

⁵ <https://www.eptarefrigeration.com/en/about-us/organisation/corporate-governance-system/business-ethics>

EXHIBIT A

TRANSPARENCY INTERNATIONAL CORRUPTION PERCEPTION INDEX (CPI)

Every year, **Transparency International** publishes its **Corruption Perceptions Index** (“**CPI**”), which measures levels of Corruption around the world, as showed by the following map (taken from the 2023 CPI):



The CPI uses a scale of zero (highly corrupt) to 100 (very clean). The 2023 Corruption Perceptions Index highlights that more than two-third of the countries score below 50 and many countries have made no significant progress against Corruption or have declined. Please refer to the most updated map whenever you consult the CPI Index, at the link provided in the note below⁶.

⁶ Text of the CPI is available using the following link: <https://www.transparency.org/en/cpi/2023>

EXHIBIT B

TEMPLATE OF ANTI-CORRUPTION CLAUSE

Anti-Corruption Laws

1.1. Supplier shall:

- (a) comply with all applicable laws, statutes, regulations (“Applicable Laws”) as well as any anti-bribery, anti-corruption, anti-money laundering and anti-tax evasion legislation (collectively referred as “Anti-Corruption Requirements”);
- (b) not perform any activity, practice or conduct which would constitute an offence under the Applicable Laws and Anti-Corruption Requirements;
- (c) strictly comply with the Epta Group policies relating to anti-corruption which include inter alia (A) the Epta Group Code of Ethics, available at the following link [...], (B) the Epta Group Anti-Corruption Policy, available at the following link [...], and (C) [...];
- (e) not promise, nor offer nor grant any undue financial or other advantage which may violate Anti-Corruption Requirements;
- (f) report promptly to Epta Company any potential or effective breach of this clause;
- (g) indemnify and keep Epta Company harmless for any damages, costs, fine, sanction or liability that may arise from a breach of this clause.

1.2. Audit Rights. Epta Company shall have the right to carry out audit activities to check the Supplier compliance with this clause (“Audit Rights”). The Audit Rights shall be included in any contract that the Supplier signs with its subcontractors within the framework and term of the Agreement.

1.3. Supplier Sub-contractor(s). In the event Supplier engages sub-contractors or any other third parties, Supplier shall provide in the relevant sub-contract provisions which are substantially equivalent to the ones as set forth in this clause. Supplier warrants to have adopted adequate compliance measures to prevent any breach of this clause by any of the subcontractors, whenever their engagement is permitted.

1.4. Termination for Cause. In the event of breach of any of the provisions under Section 1.1, 1.2 and/or 1.3 above, Epta Company shall be entitled to terminate for cause the Agreement with immediate effects, without prejudice of the compensation for the damages suffered.

EXHIBIT C

POTENTIAL RED FLAG SCENARIOS

The list is not intended to be exhaustive and is for illustrative purposes only.

- a) Personnel becomes aware that Business Partner engages in, or has been accused of engaging in, improper or illegal business practices.
- b) Personnel learns that Business Partner has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation of unethical behaviour or for having a "special relationship" with Public Officials (e.g., a close personal or family relationship, or a business relationship).
- c) Business Partner is suggested or recommended by a Public Official, particularly one with discretionary authority over the business at issue.
- d) Business Partner is located in, or the transaction concerns, a country with a high-risk of Corruption.
- e) Due diligence reveals that the Business Partner is a shell company or has some other unusual corporate structure.
- f) Business Partner requires that his or her identity or, if it is a company, the identity of the company's owners, principals, or employees, not be disclosed.
- g) Business Partner requests to structure the commercial operation in such a way as to circumvent the applicable laws and regulations.
- h) Business Partner is a company newly set-up or characterized by lack of transparency of the shareholding structure or of which historical information cannot be found.
- i) The fees agreed or the expenses incurred by the Business Partner exceed the current amount for similar operations carried out in the same geographical area or exceed in an unreasonable way the amounts paid by the Epta Company in relation to similar operations in a different geographical area.
- j) Business Partner commission or fee contractually agreed and/or invoiced includes unexplained amounts.
- k) Business Partner insists on receiving a commission or fee payment before committing to sign a contract with, or carrying out a government function or process for, Epta Company.
- l) Business Partner requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made.
- m) Business Partner requests that payment is made in a different currency, to a country or geographic location different from where such Business Partner resides or conducts business.
- n) Payment is made in countries known as "tax havens".
- o) Payment is made not using traceable payment methods.
- p) Payment is made to or by third parties that are not related in any way to the commercial transaction (triangulations).
- q) Business Partner requests an unexpected additional fee or commission to "facilitate" a service.
- r) Personnel notices that Epta Company has been invoiced for a commission or fee payment that appears clearly disproportionate given the service provided.
- s) Business Partner requests that a payment is made to "overlook" potential legal violations.
- t) Business Partner requests that Personnel provides employment or some other advantage to a friend or

relative.

- u) Personnel receives an invoice from a Business Partner that appears to be non-standard or customised.
- v) Business Partner objects to anti-corruption representations and warranties in the agreements with the Epta Company.
- w) Business Partner demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services.
- x) Personnel is offered an unusually generous gift or offered lavish hospitality by a Business Partner.

EXHIBIT D

TEMPLATE OF SELF-DECLARATION BY CHARITABLE ORGANIZATION IN CASE OF DONATION

[On Charitable Organization letter head]

To: Epta

[Local Company information]

[Place and date]

Subject: Request for donation ("Donation")

I, the undersigned [first and last name], in my quality as legal representative of the Charitable Organization [name of the relevant Charitable organization] [identification number/tax ID number, if any, of the relevant Charitable Organization] whose registered address is at [...]

WHEREAS:

The [Charitable Organization]

- a) is a not-for-profit organization, recognized/operating under the laws of [...] and established as [to specify legal form, i.e. association, foundation, according with local applicable laws];
- b) is active and operates in the area of [...], in particular promoting initiatives on [...] as set forth in its Articles of Association [to provide the main area and activities in which relevant Charitable Organization is active, such as "in the area of the human rights, environment, children protection etc., and in particular is focused on the promotion of educational programs for women under 18 years old in war zone in the country of [...]"];
- c) In the event [Epta Company] wishes to make a Donation to [Charitable Organization] for promoting the following activities [to specify in details: reference period, place of execution of activities, specific project to promote, category of recipients] ("Project");

HEREBY REPRESENT AND DECLARE THE FOLLOWING:

1. To the best of my knowledge, the members of the Board of the [Charitable Organization] neither are nor have been subjects to (a) criminal proceedings, (b) irrevocable criminal punishment, both (a) and (b) for crimes related to corruption of any kind (including without limitation bribery, tax evasion, money laundering);
2. Charitable Organization is neither currently involved nor has been involved in illegal activities for crimes related to bribery, tax evasion and money laundering, of any kind;
3. Charitable Organization has never received illegal funds by private or public organizations/entities of any kind;
4. the Donation will be used solely for the purposes stated in the [Charitable Organization] Articles of Association or operational regulations and for the sole Project;
5. In case of acceptance of this request of Donation:
 - a) I kindly ask to [Epta Company] to provide to [Charitable Organization] with notice of such acceptance, and
 - b) I will provide to [Epta Company] the [Charitable Organization] bank account details.



I express my thanks to [Epta Company] for the trust it has placed in us.

Best regards,

Name: Title: Signature: