



SUPPLIERS' CODE OF CONDUCT

JANUARY 2026



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1. Introduction and Objectives

This Code of Conduct (hereinafter "the Code") of Coveme Spa formalizes the ethical, social, and environmental principles and corporate integrity standards that the Company strictly requires from its commercial partners. Adherence to these principles is an essential and indispensable condition for establishing and maintaining any business relationship with the Company. The primary objective is to ensure that every activity conducted along the supply chain is carried out responsibly, sustainably, safely, and in full compliance with applicable regulations and fundamental human rights.

2. Scope of Application and Supply Chain Responsibility

The provisions of this Code apply to all Suppliers, contractors, consultants, and commercial partners (collectively referred to as "Supplier") who supply goods or services to the Company. The Supplier is not only responsible for its own compliance but also commits to transmitting and enforcing the same standards to its sub-suppliers, third-party processors, and collaborators throughout its entire production chain. The Company holds the Supplier directly responsible for any violations committed by third parties involved in contract execution.

3. Legal Compliance, Integrity, and Business Ethics

3.1. Compliance with Regulations

The Supplier must operate in the strictest observance of all applicable laws, regulations, and directives in the countries where it operates. This includes, by way of example but not limited to, regulations on labor law, health and safety, environmental protection, international trade, customs, and taxation.

3.2. Integrity and Anti-Corruption

The Company applies a "Zero Tolerance" policy towards corruption. The Supplier is strictly prohibited from engaging in any form of corruption, extortion, bribery, or misappropriation. It is forbidden to offer, promise, give, or accept, directly or indirectly, money, gifts, favors, or any advantages aimed at obtaining or retaining business or securing an improper advantage (including so-called "facilitation payments").

3.3. Conflict of Interest

The Supplier must avoid any situation that may give rise to a conflict of interest, actual or potential, with the Company. Any situation that may appear as a conflict of interest must be immediately communicated to the Company for transparent evaluation.

3.4. Protection of Information, Cyber Security, and Privacy (GDPR)

The Supplier commits to protecting the Company's confidential information, trade secrets, IT data, and intellectual property from unauthorized access, loss, alteration, or improper disclosure. Personal data processing must comply strictly with EU Regulation 2016/679 (GDPR) and applicable regulations. The Supplier must also adopt adequate cybersecurity measures, including technical and organizational measures to prevent cyberattacks, IT system breaches, malware, phishing, and other digital risks. Any IT security incidents or data breaches that may impact the Company must be reported promptly to enable appropriate mitigation measures.

3.5. Reporting (Whistleblowing) and Training

The Supplier must establish adequate and confidential communication channels allowing its employees to report (even anonymously) any violations of this Code, illegal acts, or dangerous situations, ensuring no retaliation against whistleblowers. The Supplier must also ensure that its employees are adequately trained and informed about the content of this Code.

4. Quality and Safety of Products and Services

The Supplier must ensure that all products and services supplied to the Company comply with contractual requirements, agreed technical specifications, and applicable quality standards. The Supplier must implement adequate quality control systems and maintain processes to prevent defects, non-conformities, and safety risks. The Supplier must also ensure traceability of products and materials throughout all production and supply phases, making available upon request information to trace the origin of raw materials, production batches, and processes used. Product and service safety must be guaranteed for the entire life cycle, including design, production, intended use, and disposal, in compliance with applicable regulations. Any risks, non-conformities, or incidents related to quality or safety must be promptly communicated to the Company and managed through appropriate corrective actions.

5. Human Rights and Labor Standards

The Supplier must treat all workers with dignity and respect, complying with international standards (e.g., ILO, Universal Declaration of Human Rights).

- **Child Labor:** The employment of child labor is strictly prohibited. The Supplier must not hire workers under 16 years of age, or the minimum age required by local law if higher. Workers under 18 must not be assigned hazardous, night, or development-compromising tasks.
- **Forced Labor and Trafficking:** Any recourse to forced, bonded, prison, or compulsory labor is prohibited. Workers must not be required to surrender identity documents or pay cautionary deposits as a condition of employment.
- **Non-Discrimination and Harassment:** The Supplier must ensure a workplace free from discrimination based on race, color, sex, religion, political opinion, nationality, social origin, age,

disability, or sexual orientation. Any form of physical, verbal, sexual, or psychological harassment, or corporal punishment, is prohibited.

- **Wages and Benefits:** The Supplier must pay employees remuneration that meets at least legal minimum wages or prevailing industry standards, sufficient to cover basic needs. Payments must be timely and documented.
- **Freedom of Association and Representation:** The Supplier must guarantee workers' right to associate freely, appoint representatives, and engage in union activities without interference or retaliation.
- **Working Hours:** Working hours must comply with legal limits, with at least one day of rest per seven days guaranteed.

6. Health and Safety at Work

The Supplier must provide a safe and healthy work environment to prevent accidents or occupational illnesses. Specifically, the Supplier must:

- Assess and mitigate safety risks from its activities.
- Provide workers with adequate Personal Protective Equipment (PPE) free of charge.
- Ensure periodic and documented health and safety training.
- Provide access to potable water, clean sanitary facilities, and, where applicable, dignified accommodations.

7. Environmental Sustainability

The Supplier must adopt a proactive approach to minimize the environmental impact of its operations.

- **Environmental Permits:** The Supplier must hold and maintain valid required environmental permits and licenses.
- **Waste and Resource Management:** Systems must be implemented to reduce waste production, promote recycling, and optimize the use of natural resources (water, energy, raw materials).
- **Hazardous Substances:** Chemicals and hazardous materials must be identified, labeled, and handled safely to prevent risks to humans and the environment.
- **Emissions:** The Supplier commits to monitoring and reducing atmospheric emissions and its carbon footprint.

8. Audits, Monitoring, and Right of Inspection

The Supplier must accurately maintain all documentation demonstrating compliance with this Code. The Company reserves the right to verify compliance at any time through audits conducted directly or by qualified third parties. The Supplier commits to granting Company representatives full access to facilities, plants, relevant documentation, and worker interviews (respecting privacy). In case of non-conformities identified through audits, checks, or reports, the Supplier must promptly activate necessary corrective actions with a clear plan, responsibilities, and timelines. The Supplier must collaborate to monitor effectiveness and prevent recurrence; failure to initiate or complete corrections may lead to suspension or termination of the contractual relationship.

9. Required Certifications

Depending on the type of supply and associated risks, the Company may require the Supplier to hold and maintain internationally recognized system certifications, such as ISO 9001, ISO 14001, ISO 45001, or equivalents.

10. Violations and Contract Termination

Violation of the provisions in this Code constitutes a serious contractual breach. In case of non-compliance, the Company reserves the right to:

1. Require immediate adoption of a binding corrective action plan.
2. Terminate the contractual relationship immediately for just cause, reserving the right to compensation for damages suffered (including reputational damages).

11. Supplier Acceptance

The undersigned Supplier declares to have read, understood, and fully accepted the terms of this Code of Conduct. It commits to comply with and enforce them throughout its supply chain, aware that violations may result in contract termination.

Date: _____

Supplier's Company Name: _____

Name and Surname of Legal Representative: _____

Signature and Stamp: