



Wind Tre Group

Supplier Code of Conduct

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1. General Principles

The Wind Tre Group¹ (the “**Group**”) firmly believes that operating in a sustainable way, based on high ethical standards, respecting the environment and human rights (so-called ESG factors²: *Environment*, *Social* and *Governance*), contributes to achieving business objectives. In fact, the Group considers ESG factors to be fundamental elements to be taken into account when defining its business strategies. The provisions of this code of conduct (the “**Code**”) are inspired by the principles set out in the fundamental conventions of the ILO (*International Labour Organisation*), the United Nations *Universal Declaration of Human Rights* and the provisions of the UK's *Modern Slavery Act* 2015, as amended. The Group's goal is to work with partners who operate in full and absolute compliance with the principles set out in the Code, with a particular focus on ESG factors.

The Group's approach is to monitor all its partners to ensure that they do not engage in behaviour contrary to the provisions of the Code.

All Group partners must comply with the applicable legal provisions, guarantee the confidentiality and security of the information acquired by virtue of any relationship with the Group in accordance with its relevance.

Complying with the rules of the Code must be seen as an integral and substantial part of the obligations assumed by partners, in any capacity and to any legal effect, towards one or more of the companies of the Group.

2. The Code

2.1 Recipients

The Code sets out the minimum standards of compliance that must be met by the Suppliers of Wind Tre Group³ and any third party involved in contractual relations with the Group in the name of and/or on behalf of the Suppliers.

2.2 Ethical Standards: Legal compliance

The Group requires its Suppliers to act in accordance with the highest ethical and professional standards.

Suppliers must comply with all applicable international, EU and national laws and regulations (including those on privacy, antitrust, money laundering and terrorist financing, corruption, etc.).

The Group also reaffirms its ongoing commitment in the fight against corruption. This means that Suppliers must:

- i. refrain from offering, promising, giving, paying, or authorising others to give or pay any amounts

¹ The “**Wind Tre Group**” indicates any combination of Wind Tre Italia S.p.A., Wind Tre S.p.A., Wind Tre Retail S.r.l., 3Lettronica Industriale S.p.A. and/or any other company controlled by and/or connected, pursuant to Article 2359 of the Italian Civil Code, to these companies.

² ESG factors are used to assess a company's ethical and sustainable commitment. The ESG acronym stands for:

Environment: environmental factors refer to the company's behaviour with respect to environmental issues, such as resource depletion, climate change, waste and pollution.

Social: social factors refer to the company's treatment of people, workers and local communities, including all matters relating to health and safety in the workplace.

Governance: these factors relate to company policies with respect to issues such as tax strategy, corruption, organisational structure, remuneration, etc.

³ The term “**Suppliers**” refers to the broad concept of Group partners, including, but not limited to, service or works contractors, suppliers of goods and/or products, landlords, consultants, agents, brokers, testimonials, etc.

of money, material goods or benefits of any other kind to a public official⁴ or a private individual, either directly or indirectly ("**Active bribery**");

- ii. refrain from accepting or authorising others to accept any requests or solicitations aimed at obtaining an economic advantage or advantages of any other nature from a public official or a private individual, either directly or indirectly ("**Passive bribery**");

when the intention is to:

- a) induce a public official or private individual to perform a public function or an activity associated with a business improperly or to reward them for having performed it;
- b) influence any official act (or its omission) by the public official or any decision in breach of any public duty;
- c) obtain or secure an undue advantage in the conduct of business activities;
- d) or to otherwise violate the applicable laws.

The Suppliers undertake not to make *Facilitation Payments*, i.e. unofficial payments made to public officials in order to expedite, favour, or generally facilitate the performance of a routine activity.

The Suppliers are also required to implement anti-corruption programs and policies, and to verify that these policies and programs are also respected throughout their own supply chains.

The Wind Tre Group conducts specific assessments and analyses in relation to the corruption risk of Suppliers.

Suppliers are required to read and comply with the principles contained in the latest version of the Wind Tre Group's "Anti-Fraud and Anti-Corruption Guidelines", published on the corporate website www.windtregroup.it

2.3 Protection of human rights

In line with the principles set out in the International Labour Organisation (ILO) *Declaration on Fundamental Principles and Rights at Work*, the United Nations *Universal Declaration of Human Rights* and the provisions of the UK's *Modern Slavery Act 2015* (as amended), in order to prevent and/or avoid their activities causing or contributing to human rights abuses, Suppliers are encouraged to implement a "Social Responsibility and Ethics Management System" in accordance with the SA8000 standard.

Suppliers are also therefore required, among other things, and on behalf of their auxiliaries and/or subcontractors/sub-suppliers, to:

- i. **prohibit the use of forced labour, irregular work, compulsory labour, and all forms of modern slavery or human trafficking.** Employees and contractors must be free to leave or terminate their work contracts after providing reasonable advance notice. The Suppliers must not require employees to deposit money, to incur any monetary charges, or to hand over passports, work permits or other identity documents as a condition of employment. Ensure that employment relationships are freely chosen and is free from threats;

⁴ A "**Public Official**" is intended as any persons performing a public legislative, judicial or administrative function. This category includes: (i) any elected or appointed official (in the executive, legislative or judicial branch of the State) associated with public entities of a local, provincial, regional, state or national nature (or any of their departments or agencies); (ii) any civil servant, part-time public employee, unpaid public employee, or any person who "acts in an official capacity" (i.e. who is vested with the power to perform administrative functions by a public body); (iii) any political party, party official or candidate for political office; (iv) any official or employee of an international public organisation, such as the World Bank or the United Nations, or any department or agency of this type of organisation; (v) any official, representative or employee of a company even only partially controlled or owned by the State or any other public body.

- ii. **prevent any forms of child labour.** Unless otherwise specified by the local legislation, anyone under the age of 18 is considered to be a “Minor”. The term “Child labour” is to be understood as any work performed by a child or youth, unless deemed acceptable under the ILO Minimum Age Convention 1973 (C 138). Employees between the ages of 15 and 18 must not, under any circumstances, perform work activities that pose an above-average risk to their health, safety or well-being. In particular, these employees must not be employed to perform dangerous, unsafe or unhealthy tasks, such as, among other things: work with dangerous machinery, equipment and tools; work involving the manual handling or carrying of heavy loads; work in unhealthy environments that could, for example, expose the “Minor” to dangerous substances, agents, processes, temperatures, noises or vibrations that are detrimental to health; work under particularly difficult conditions, such as extended working hours (over 8 hours a day) or overnight, or where the “Minor” is unreasonably confined to the employer’s premises.
- iii. **provide for work times and rest periods** for workers in compliance with the applicable legislation and the international reference standards;
- iv. **prevent any kind of discrimination** (based on race, religion, nationality, social origin, skin colour, sex, political opinion, sexual orientation or any other condition that could give rise to discrimination) **or prevarication**, guaranteeing fair working conditions and equal opportunities for all, with a non-discriminatory or persecutory work environment free of any forms of mockery or harassment.
- v. **guarantee respect for workers' rights and trade union freedoms.** Suppliers must support direct and honest bargaining between the employees and the management. Specifically, the Suppliers must:
 - respect the workers’ right to join and form trade unions of their choice, and the right to collective bargaining;
 - facilitate alternative means of trade union association and collective bargaining in cases where these rights are limited by law;
 - ensure that the union representatives are not discriminated against at the workplace and are able to communicate with their members.
- vi. **establish clear and fair working conditions.** The Suppliers must issue employment contracts to all their employees, which must define the terms and conditions of employment, and must be signed by both parties. The Suppliers must ensure that their employees’ remuneration meets the national legal standard. The basis on which the employees are paid must be clearly indicated in the contract, which must also specify the number of monthly salaries, the period of advance notice, the right to paid leave, holiday pay, and public holidays. The employees must be promptly remunerated. The work hours, including overtime, may not exceed the maximum established by the applicable laws and regulations. The employees must be permitted to have at least one day off every seven days. The Suppliers are required to grant their employees the right to paid holidays, in accordance with the currently applicable laws. The Suppliers must retain the employees’ information regarding work hours, overtime and holidays. Employees must be treated with respect and dignity. Physical, psychological or verbal abuse, and all other forms of threats, harassment and intimidation, are strictly prohibited.
- vii. **guarantee a work environment that takes safety into account and minimises any health risks and potential harm to which the employees might be exposed.** In accordance with the international standards and national laws, the Suppliers must guarantee a safe and healthy working environment for their employees and collaborators, and must also minimise the risks posed to the health and safety of any third parties, in relation to the activities carried out. The health and safety obligations must be communicated and enforced among the parties under the Suppliers’ control, including the

employees and any contractors working on the Suppliers' premises. Accidents at work occurring on Wind Tre Group's premises or in connection with activities carried out specifically for Wind Tre Group must be reported to the Group promptly and a detailed report of the circumstances of the accident must be prepared. In order to be prepared and able to cope with any foreseeable accidents, health problems and emergency situations, the Suppliers must implement a systemic health and safety management approach that includes provisions for relevant and adequate health and safety training for employees and collaborators.

Suppliers are invited to implement a *Health and Safety Management System* in accordance with ISO 45001 or other relevant *Health and Safety Management System*, in compliance with international standards and/or national laws and regulations. The following are key elements and principles of this approach:

- **Health and Safety Management System**

An Health and Safety Management System is designed to ensure that health and safety objectives set by the company/organisation are achieved cost-effectively.

In fact, this system aims to:

- ✓ gradually reduce the overall costs of occupational health and safety, including those arising from accidents, injuries and work-related diseases, by minimising the risks to which employees or third parties (customers, suppliers, visitors, etc.) may be exposed;
- ✓ increase the efficiency and performance of the company/organisation;
- ✓ contribute to improving levels of health and safety at work;
- ✓ improve the internal and external image of the company/organisation.

Suppliers must in any case ensure compliance with current legislation on worker health and safety by:

- ✓ drafting and updating the Risk Assessment;
- ✓ establishing and implementing appropriate prevention measures to mitigate risks; if it is not possible to eliminate all risks, each worker should be provided with appropriate Personal Protective Equipment for their job;
- ✓ implementing an appropriate health and safety plan;
- ✓ carrying out an adequate Training Plan on occupational safety issues;
- ✓ putting appropriate systems and processes in place to manage any non-conformities;
- ✓ identifying an Employer, a RSPP and emergency workers.

- **Organisation**

Suppliers are required to define and implement procedures to ensure that all employees can carry out their activities in compliance with safety obligations.

- **Delivery of Products and Services**

The products and/or services delivered must comply with the general principles for the prevention of Health and Safety risks.

- With regard to services, these must be provided by competent personnel trained in occupational safety, as well as providing and maintaining safety equipment and tools, including personal protective equipment where required. **Workplace Safety** Workers' exposure to potential safety risks that could lead to accidents/incidents or occupational diseases should be assessed and controlled through appropriate preventive actions (both individual and collective) to mitigate and/or reduce risks, implementing systems and training to be prepared to respond to accidents, health problems and foreseeable emergency situations. Suppliers are required to identify and assess possible emergency situations and to minimise their impact by implementing appropriate prevention measures.

The Wind Tre Group periodically assesses and monitors the health and safety performance of

Suppliers.

Suppliers must read and comply with the principles contained in the most recent version of the Wind Tre Group's *Health and Safety in the Workplace* and *Social Responsibility and Ethics* policies, published on the www.windtregroup.it website.

2.4 Environment

The Wind Tre Group is committed to safeguarding the environment.

Therefore, with a view to environmental protection and sustainability, Suppliers undertake to:

- i. comply with all the applicable national, EU and international laws and regulations on environmental matters;
- ii. consider the risks caused by climate change and the impact that these risks might have on its activities, in order to mitigate the environmental impact significantly;
- iii. operate in a sustainable manner, by optimising the use of energy and natural resources, and by making use of efficient, innovative and digital technologies;
- iv. minimise the energy consumption and carbon emissions associated with its activities by implementing appropriate environmental policies and environmental management systems. Suppliers are invited to establish or make use of environmental management systems in compliance with the ISO 14001 standard or other equivalent systems capable of managing and monitoring the environmental aspects of their businesses;
- v. promote waste recycling by taking the necessary precautions and ensuring compliance with the current legislation regarding the handling or disposal of hazardous materials used;
- vi. integrate the principles of environmental sustainability within its supply chain (optimisation of the energy utilised, use of raw materials, soil management, atmospheric emissions, consumption of and impact on water resources, and the reduction, reuse and recycling of waste), supporting the Wind Tre Group on the challenging pathway towards the circular economy, and helping to ensure more sustainable development for the good of the planet.

Suppliers are required to read and comply with the principles contained in the most recent version of the Wind Tre Group *Environmental Policy*, published on the www.windtregroup.it website.

2.5 Confidentiality of company information and intellectual property

Suppliers must ensure that the information to be disclosed is truthful and accurate, and must guarantee the confidentiality required by the circumstances for any information, in any form, acquired by virtue of their relationship with Wind Tre Group, in compliance with the applicable laws and contractual provisions.

The Suppliers must guarantee the security of the information based on its relevance, and, where necessary, must conduct a risk assessment to identify the most appropriate security measures to be taken.

The Suppliers are required to acknowledge and respect the intellectual property rights of the Group and/or any third parties, such as trademarks, patents, know-how, models, trade names, copyrights etc., and must report any potential or effective violations.

2.6 Conflicts of Interest

The Suppliers must disclose to Wind Tre Group the existence of any potential and/or real conflicts of interest with Wind Tre Group. The term “conflict of interest” indicates a circumstance in which an interest of any nature on the part of the Supplier (family relationship, business relationship, professional relationship, personal relationship or other) interferes with, could interfere with, or is otherwise contrary to the interests of Wind Tre Group.

2.7 Reports

The **Wind Tre Group Companies** (Wind Tre Italia S.p.A, Wind Tre S.p.A, 3Lettronica S.p.A and Wind Tre Retail Srl) **have established a process for handling whistleblower reports** (the Whistleblowing process) **in accordance with** the regulatory provisions of the **Legislative Decree no. 24/2023** regarding the protection of individuals who report violations of European Union law and national legislation.

In particular, Wind Tre Group has issued 2 Whistleblowing Policies:

- The **Whistleblowing Policy** for the **Wind Tre Companies**, intended as Wind Tre Italia S.p.A, Wind Tre S.p.A, and 3Lettronica S.p.A;
- The **Whistleblowing Policy** of **Wind Tre Retail Srl**

both published on the company intranet and on the institutional website www.windtregroup.it

It is possible to report:

- i. **violations, even potential ones**, relating to the types of offences **falling within the scope of Legislative Decree no. 24/2023**, including but not limited to offences pursuant to Legislative Decree 231/01 and violations of Organizational Models; offences affecting areas protected by the EU (such as prevention of money laundering, product safety and compliance, etc.), violations of antitrust regulations, etc.
- ii. **other violations** relating to other types of crimes **not falling within the scope of Legislative Decree no. 24/2023**, for which the provisions of the Decree itself do not apply, such as: violations of the SA8000 Standard, violations of other regulations, such as violation of the rules protecting the insurance industry (IVASS Regulations), violations of the Code of Conduct and other internal policies and procedures, cases of corporate fraud, etc.

Wind Tre Group encourages anyone, whether **employees** or **third parties**, to **report any potentially illegal behavior** (as specified above) in good faith, and **without fear of retaliation**, even **anonymously**, **using one or more of the following reporting channels**:

For the **W3 Companies** (Wind Tre Italia S.p.A, Wind Tre S.p.A, 3Lettronica Industriale S.p.A):

- a) **the online platform**⁵ available on the company intranet (section dedicated to Whistleblowing) and on the institutional website www.windtregroup.it (section Governance-Code of Conduct - M.O.- Reporting)

⁵ The **online platform** is a **whistleblowing channel** managed by an external, independent company. By means of an encryption system and advanced technological characteristics, **the company guarantees the confidentiality of the Whistleblower's identity and of the information reported and anonymity throughout the phases relating to the whistleblowing management process as provided in the Legislative Decree no 24/2023.**

- b) **verbal reports** can be made **to the Director of the Audit, Compliance & Risk Management Department**

For **Wind Tre Retail**:

- a) the **online platform**⁶ available on the company intranet (section dedicated to Whistleblowing) and on the institutional website www.windtregroup.it (section Governance - Code of Conduct - M.O.- Reporting)
- b) **verbal reports** can be made to the **dedicated Figure specifically appointed by Wind Tre Retail** to manage whistleblower Reports pursuant to Legislative Decree no. 24/2023.

Regardless of the way the report is submitted, **Wind Tre Group will guarantee the confidentiality and (if requested) anonymity of the reporter and will handle all the information relating to the case with the confidentiality, and in accordance with the current laws.**

Wind Tre Group will not tolerate retaliation, threats, or acts of discrimination against anyone who submits a report in good faith.

2.8 Monitoring and Non-Compliance with the Code

The Wind Tre Group invites Suppliers to periodically check whether they, and their entire supply chain, comply with the provisions of the Code and to notify the Group when requested to do so.

In the event of non-compliance with the Code, Suppliers will be required to draw up corrective plans to bring their activities into full compliance.

The Group is happy to assist Suppliers in drawing up these plans, in a spirit of cooperation, in order to remedy non-compliance with the principles of the Code as soon as possible.

If Suppliers do not take corrective action and/or do not cooperate with the Group to that end, the latter - also pursuant to the provisions of the relevant contractual provisions with Suppliers - may terminate the contractual relationship(s) with Suppliers pursuant to Article 1456 of the Italian Civil Code, without prejudice to the Group's right to compensation for any damage suffered and incurred.

Lastly, the Group reserves the right to begin a process of verifying the compliance of Suppliers with the principles of the Code whenever it deems it appropriate, by requesting ad hoc documentation or on-the-spot checks carried out directly and/or through its own staff.

⁶ The **online platform is a whistleblowing channel** managed by an external, independent company. By means of an encryption system and advanced technological characteristics, **the company guarantees the confidentiality of the Whistleblower's identity and of the information reported and anonymity throughout the phases relating to the whistleblowing management process as provided in the Legislative Decree no 24/2023.**