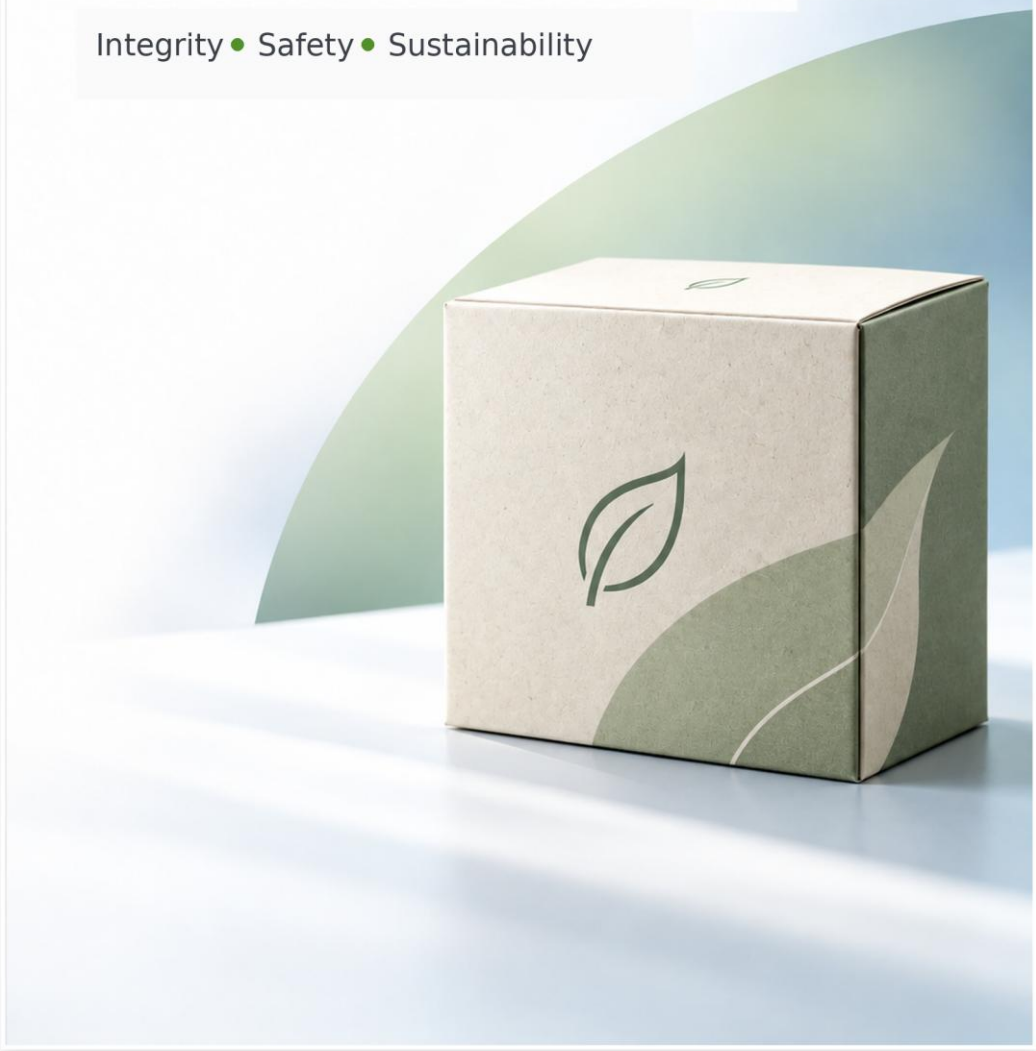
MORRESI ENZO & C. S.R.L.

Code of **Ethics** and **Conduct**

Integrity • Safety • Sustainability



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01 PURPOSE OF THE CODE

Morresi Enzo & C. s.r.l. conducts its business in accordance with the principles of legality, fairness, integrity, responsibility, respect for people, protection of health and safety, and respect for the environment.

This Code of Ethics and Conduct defines the principles, values and rules of conduct that must be observed by all those who work for, with or in the interest of Morresi Enzo & C. s.r.l..

Compliance with this Code is an essential element of the relationship of trust between the Company, its workers and its business partners.

No economic, production or commercial objective may justify conduct that is contrary to the law, safety, integrity or the principles set out in this Code.

This Code is to be read in conjunction with applicable legislation and the collective bargaining agreement in force, without reducing the protections provided thereunder. Where relevant or required in the context of customer relationships and social sustainability assessments, the Company takes into account internationally recognised labour and human rights standards, including the ETI Base Code, as benchmarks for assessment and improvement and not as a declaration of adherence, certification or membership.

02 SCOPE OF APPLICATION

This Code applies, within their respective areas of responsibility, to:

- directors, managers and employees of Morresi Enzo & C. s.r.l.;
- agency workers, collaborators, consultants and temporary personnel;
- suppliers of goods and services;
- contractors and subcontractors;
- sub-suppliers;
- agents, intermediaries and other business partners;
- any person who operates at the Company’s premises, construction sites, plants or workplaces, or acts in the name or on behalf of the Company.

Suppliers and contractors are required to make the principles of this Code known to their employees, collaborators and sub-suppliers involved in activities carried out for Morresi Enzo & C. s.r.l. and to require compliance with them.

03 COMPLIANCE WITH THE LAW AND INTEGRITY

All Recipients must comply with the laws and regulations applicable in the countries and territories in which they operate, as well as with applicable Company procedures and provisions.

It is prohibited to ask or induce anyone to violate the law, this Code or a Company provision in order to achieve economic, commercial, production or personal objectives.

In the event of a conflict between business practices, local customs and the principles of this Code, the conduct that ensures the highest level of legality, safety and integrity must be adopted.

04 RESPECT FOR PEOPLE AND NON-DISCRIMINATION

Morresi Enzo & C. s.r.l. recognises the value and dignity of every person and promotes a working environment based on mutual respect.

No form of direct or indirect discrimination is permitted on grounds including, by way of example, sex, gender, gender identity or expression, sexual orientation, age, national or ethnic origin, skin colour, citizenship, language, religion, personal beliefs, opinions, disability, health condition, marital or family status, pregnancy, trade union membership or activity, or any other characteristic protected by applicable law.

Decisions concerning recruitment, remuneration, training, promotion, assignment of duties and termination of employment must be based on professional criteria, competence, experience, merit and organisational needs.

05 HARASSMENT, VIOLENCE AND OFFENSIVE CONDUCT

Any form of harassment, intimidation, threat, violence, bullying, workplace harassment or humiliating, offensive or degrading conduct is prohibited.

Sexual harassment is specifically prohibited, including unwanted proposals, comments, messages, images, gestures, physical contact or other conduct of a sexual nature.

Aggressive or threatening behaviour towards colleagues, customers, suppliers, visitors or any other persons present in the workplace is not tolerated.

06 OCCUPATIONAL HEALTH AND SAFETY

The protection of people’s life, health and safety takes precedence over any production or commercial requirement.

All Recipients must:

• comply with safety rules, Company procedures and the instructions given by managers and supervisors;

• use machinery, vehicles, equipment and protective devices correctly;

• not remove, modify or bypass safety devices;

• promptly report hazardous situations, accidents, near misses and unsafe conditions;

• stop, within the limits of their responsibilities and in accordance with applicable procedures, activities that present a serious or immediate danger;

• participate in the required education and training activities.

Suppliers, contractors and subcontractors must ensure that their personnel working at Morresi Enzo & C. s.r.l. sites or construction sites are adequately trained, authorised and provided with the necessary protective equipment.

The Company and persons acting on its behalf ensure safe and hygienic working conditions appropriate to the risks actually present.

• health and safety training is recorded, kept up to date and repeated for new hires and whenever there is a change in duties, equipment or risk;

• access to drinking water, clean sanitary facilities and, where relevant, hygienic conditions suitable for the storage and consumption of food are ensured;

• no accommodation is provided;

• responsibility for health and safety oversight is assigned to identified Company functions, with the involvement of management and the persons required by applicable law.

07 ALCOHOL, DRUGS AND OTHER SUBSTANCES THAT MAY IMPAIR PHYSICAL OR MENTAL CAPABILITIES

Morresi Enzo & C. s.r.l. aims to ensure safe workplaces and to prevent any risk arising from impaired physical or mental capabilities.

It is therefore prohibited to:

• perform work while intoxicated or under the influence of narcotic or psychotropic substances to an extent that impairs the ability to work safely;

• consume illegal drugs in workplaces, construction sites, plants, Company vehicles or while carrying out work activities;

• possess, distribute, transfer or sell illegal drugs in the workplace;

• consume alcoholic beverages during working hours or in places where this is prohibited by law, safety provisions or Company procedures;

• operate vehicles, machinery or equipment, or perform activities involving risks to oneself or others, when one's abilities are impaired by alcohol, drugs, psychotropic substances or medication.

Any health checks relating to alcohol or drugs are carried out exclusively in the cases and according to the procedures provided for by applicable law and within the occupational health surveillance falling under the responsibility of the occupational physician.

The Company does not carry out or require arbitrary health checks or checks not permitted by law.

A worker taking prescription or over-the-counter medication that may temporarily impair the ability to perform their duties safely must follow medical advice and, where necessary for safety purposes, consult the occupational physician. The worker is not required to disclose unnecessary health information or diagnoses to their manager.

Where a manager or supervisor has reasonable grounds to believe that a person does not have the physical or mental capacity required to carry out their activity safely, they must adopt the preventive measures provided for by Company procedures, avoiding exposure of that person and third parties to hazardous situations.

08 ANTI-CORRUPTION

Morresi Enzo & C. s.r.l. adopts a zero-tolerance approach to all forms of corruption.

It is prohibited, directly or indirectly, to:

• offer, promise, give, request or accept money, benefits, favours or any other undue advantage;

• make payments intended to obtain or retain business or secure an improper advantage;

• use consultants, agents, intermediaries, suppliers or other third parties to carry out activities that would be prohibited if performed directly;

• make facilitation payments or other payments that are not due;

• create hidden or false funds, records or transactions.

These prohibitions apply both in dealings with private parties and in dealings with Public Administrations, public officials or persons entrusted with a public service.

No Recipient will suffer adverse consequences for refusing to make an unlawful payment or participate in corrupt conduct, even where such refusal results in the loss of a business opportunity.

09 GIFTS, HOSPITALITY AND OTHER BENEFITS

Gifts and hospitality may compromise, or appear likely to compromise, the independence of business decisions.

It is therefore prohibited to offer, promise, request or accept gifts, hospitality, entertainment, travel, personal discounts or other benefits where they may be interpreted as intended to improperly influence a decision.

The following are always prohibited:

- cash;
- cash equivalents, such as monetary vouchers, gift cards or similar instruments, except for specific authorised Company initiatives;
- gifts requested by the recipient;
- gifts given in exchange for a favour or advantage;
- gifts that are contrary to the law or to the rules of the recipient's organisation;
- gifts during tenders, selection procedures, negotiations or purchasing decisions where they may affect, or appear likely to affect, the impartiality of the decision;
- gifts or benefits intended for public officials or persons entrusted with a public service, except where expressly authorised by applicable law and Company procedures.

In business relationships between private parties, only occasional gifts of modest value are permitted, provided they are transparent, appropriate to the professional context and not likely to create obligations or expectations of reciprocity.

In case of doubt, the gift must be refused or submitted for prior authorisation by the Company.

10 CONFLICTS OF INTEREST

Every decision must be made in the interest of the Company and on the basis of objective criteria.

Recipients must avoid situations in which personal, family, financial or professional interests may interfere, or appear to interfere, with the impartiality of decisions.

Actual, potential or apparent conflicts of interest must be disclosed promptly.

By way of example, conflicts of interest may include financial interests in suppliers or customers, family relationships with persons involved in purchasing or sales decisions, incompatible external appointments and personal interests in Company transactions.

The existence of a conflict of interest does not necessarily constitute a violation; failure to disclose it may, however, constitute a violation of this Code.

11 RELATIONS WITH SUPPLIERS, CONTRACTORS AND SUB-SUPPLIERS

Suppliers and contractors must be selected according to transparent and objective criteria, taking into account quality, reliability, safety, regulatory compliance, competence, financial terms and integrity.

It is prohibited to favour a supplier for personal reasons or to receive benefits in exchange for the award of orders, work or contracts.

Suppliers and contractors must:

- comply with this Code;
- ensure legal, decent and safe working conditions;
- comply with applicable laws on employment, remuneration, working hours, safety and social security;
- combat corruption, fraud and conflicts of interest;
- prohibit discrimination and harassment;
- not use forced labour, undeclared or irregular labour, or child labour in breach of applicable law;
- communicate the relevant principles of this Code to sub-suppliers involved in activities for Morresi Enzo & C. s.r.l.;
- promptly report relevant violations of this Code of which they become aware.

The Company may request documentary evidence from its suppliers and, where contractually provided for and in compliance with the law, carry out checks relating to compliance with this Code.

Supplier assessment and monitoring must also include, in proportion to the level of risk, compliance with the principles set out in Articles 20-25 of this Code. The Company promotes business relationships and purchasing practices that do not directly or indirectly induce violations concerning remuneration, working hours, safety, regular employment or other fundamental workers' rights.

12 FAIR COMPETITION

Morresi Enzo & C. s.r.l. supports free, fair and transparent competition.

Agreements or exchanges of information with competitors aimed at fixing prices, allocating customers or markets, coordinating bids, limiting production or distorting competitive procedures are prohibited.

Commercially sensitive information must be handled in compliance with competition law.

13 FRAUD, MONEY LAUNDERING AND PROPER PAYMENTS

Fraud, misappropriation, falsification, money laundering, self-laundering and any transaction intended to conceal the unlawful origin of money or assets are prohibited.

All payments must correspond to genuine and lawful services, be adequately documented and be consistent with the relevant contract.

Payments to accounts held by persons other than the contractual counterparty, or located in countries inconsistent with the transaction, are not permitted unless there is a valid justification and prior authorisation.

14 RECORDS AND DOCUMENTATION

Accounting, technical, administrative, operational and safety records must be complete, accurate, verifiable and truthful.

It is prohibited to:

- falsify documents;
- alter records;
- intentionally omit relevant information;
- create invoices or documentation relating to non-existent transactions;
- provide false information to the Company, customers, authorities or supervisory bodies.

15 CONFIDENTIALITY, PERSONAL DATA AND COMPANY INFORMATION

Recipients must protect confidential information and personal data to which they have access in the course of their activities.

Such information must be used exclusively for legitimate professional purposes and shared only with authorised persons.

It is prohibited to use confidential information belonging to the Company, customers, workers or business partners to obtain personal benefits or benefits for third parties.

16 COMPANY ASSETS, EQUIPMENT AND SYSTEMS

The Company’s assets, tools, vehicles, devices, IT systems and other resources must be used responsibly, for legitimate work purposes and in compliance with Company procedures.

Theft, intentional damage, misappropriation and fraudulent use of Company resources are prohibited.

17 ENVIRONMENTAL PROTECTION

Morresi Enzo & C. s.r.l. is committed to conducting its activities while reducing environmental impacts as far as reasonably possible.

Recipients must comply with applicable environmental legislation and related procedures, particularly those concerning waste management, hazardous substances, discharges, emissions and the prevention of contamination.

Suppliers and sub-suppliers are required to act consistently with these principles when carrying out the activities entrusted to them.

18 AUDITS AND COOPERATION

All Recipients must cooperate fairly and transparently with legitimately authorised internal or external audits and checks.

It is prohibited to destroy, conceal, alter or falsify documents relevant to an audit or investigation, or to improperly influence persons involved in it.

19 COMMITMENT OF SUPPLIERS AND SUB-SUPPLIERS

Acceptance of an order or execution of a contract with Morresi Enzo & C. s.r.l. entails, where contractually referenced, the supplier’s commitment to comply with this Code.

The supplier also undertakes to require subcontractors and sub-suppliers directly involved in activities for Morresi Enzo & C. s.r.l. to comply with equivalent principles.

When a supplier becomes aware of a significant violation relating to activities carried out for Morresi Enzo & C. s.r.l., it must promptly inform the Company and cooperate in adopting the necessary corrective measures.

20 FREELY CHOSEN EMPLOYMENT AND PROHIBITION OF FORCED LABOUR

Every employment relationship must be freely chosen. Forced, bonded or compulsory labour, labour resulting from human trafficking or any form of coercion is prohibited, as is any practice intended to prevent a worker from leaving the workplace or terminating the employment relationship in accordance with the applicable terms.

Workers must not be required to provide cash deposits, guarantees, payments or the permanent surrender of identity documents as a condition for obtaining or retaining employment. Recruitment fees improperly charged to workers are also prohibited where they create or may create conditions of dependency or exploitation.

Minimum measures and actions:

• verify, during recruitment processes and in relationships with agencies and intermediaries, the absence of deposits, improper deductions, unlawful recruitment costs and restrictions on freedom of movement;

• ensure that personal documents remain in the possession of their holder, except for temporary safekeeping required by law or freely requested by the person concerned, with immediate access always guaranteed;

• include in contracts with agencies, contractors and suppliers a prohibition on forced labour and the Company's right to request documentary evidence and corrective actions;

• where money or documents have been improperly withheld, arrange for their return and adopt remedial measures without retaliation against the worker.

21 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The Company respects workers' right, without discrimination, to form or join trade unions of their choice, elect representatives and participate in collective bargaining in accordance with applicable law. Workers' representatives must not suffer discrimination or adverse treatment because of their role.

The Company maintains an open and non-obstructive approach to trade union activities and worker representation and allows representatives to perform their functions within the limits and in accordance with the procedures established by law and applicable agreements. Where applicable, trade union facilities, assemblies and union leave provided for by law and the applicable National Collective Bargaining Agreement (CCNL) are guaranteed.

Minimum measures and actions:

• prohibit retaliation, pressure, threats or discrimination related to trade union membership, worker representation or participation in lawful collective activities;

• ensure channels for dialogue with workers' representatives and involve them, where required or appropriate, in matters affecting working conditions;

• require suppliers to comply with the same principles and investigate any reports of obstacles to freedom of association;

• in countries where such rights are restricted by law, not obstruct lawful, independent and free forms of worker representation and dialogue.

22 CHILD LABOUR AND PROTECTION OF YOUNG WORKERS

As part of its corporate policy and taking into account the characteristics of its production activities, Morresi Enzo & C. s.r.l. has decided not to directly hire or employ workers under the age of 18, even where applicable law would allow their employment under certain conditions.

This choice constitutes an enhanced Company protection and prevention measure and does not modify or limit the obligations laid down by applicable law on child labour and the protection of young workers.

Before establishing any employment relationship, the Company verifies the worker's age through valid documentation, in compliance with applicable personal data protection legislation.

If, in the future, organisational, training or professional needs make it appropriate to consider employing persons under the age of 18, this may only be considered following a specific assessment and authorisation by Management, in full compliance with applicable law and the provisions of the applicable collective bargaining agreement.

In such a case, before the young worker starts work, the Company must at least:

- verify age, legal requirements and the regularity of the employment relationship;
- assess in advance the suitability of the duties and the specific risks related to the worker's age;
- exclude assignment to prohibited or hazardous work, or work otherwise incompatible with the young worker's health, safety and development;
- comply with the limitations laid down by applicable law regarding working hours, night work, rest periods and occupational health surveillance;
- ensure that work does not interfere with any compulsory schooling, training or education;
- ensure adequate information, training, supervision and protection while the work is being performed.

Suppliers, contractors, subcontractors and sub-suppliers are not subject to Morresi Enzo & C. s.r.l.'s organisational choice not to employ workers under the age of 18, but they are required to fully comply

with applicable legislation on the minimum age for employment, child labour and the protection of young workers.

In particular, they must ensure that:

- workers below the legally prescribed minimum age are not employed;
- workers' ages are verified through reliable documentation;
- workers under the age of 18, where lawfully employed, are not assigned to prohibited, hazardous or night work, or work otherwise incompatible with their health, safety, education and development;
- all applicable provisions concerning working hours, rest periods, training, occupational health surveillance and the protection of young workers are complied with;
- any sub-suppliers comply with the same requirements.

The Company may request documentary evidence or declarations from its suppliers concerning compliance with these obligations and, depending on the level of risk, carry out specific checks.

If a case of child labour that does not comply with applicable law is identified, protection of the child must be the priority. The Company requires the adoption of a documented remediation plan proportionate to the situation and designed to prevent the mere immediate termination of the employment relationship from causing further adverse consequences for the child, involving competent or qualified parties where necessary.

23 REMUNERATION AND PAY TRANSPARENCY

Wages and benefits must comply with legal requirements, the applicable collective bargaining agreement and any more favourable terms. The Company promotes transparent remuneration criteria consistent with job classification, the duties actually performed and the applicable pay provisions.

Economic terms must be communicated in an understandable form before recruitment, and each payment must be accompanied by clear information on the components of pay, hours worked, premiums and any permitted deductions. Where applicable, the Company also guarantees the pay-related entitlements provided for by the applicable National Collective Bargaining Agreement (CCNL), including minimum pay rates, additional salary payments, seniority increments, allowances, premiums, guaranteed pay elements and contributions to supplementary pension and welfare schemes.

Minimum measures and actions:

• pay wages and benefits in full and within the established deadlines, keeping verifiable records;

• prohibit disciplinary deductions or other deductions not provided for by law, the collective bargaining agreement or another valid legal basis;

• verify, in relationships with suppliers and employment agencies, that prices, fees and contractual terms do not make compliance with remuneration obligations structurally impossible;

• periodically verify compliance with minimum rates, premiums and other applicable remuneration provisions, promptly correcting any discrepancies;

24 WORKING HOURS, OVERTIME AND REST PERIODS

Working hours must comply with the law and applicable collective bargaining agreements, applying the provision that affords the worker the greatest protection.

Overtime must be used responsibly, must not replace regular employment, and must be performed, recorded and compensated in compliance with the conditions, limits and premium rates provided for by law and the applicable National Collective Bargaining Agreement (CCNL).

Daily and weekly rest periods, annual leave, ROL paid time-off entitlements, former public holiday leave, permits and other working-time entitlements are guaranteed to the extent and in accordance with the procedures provided for by applicable legislation and the applicable National Collective Bargaining Agreement (CCNL).

Minimum measures and actions:

• accurately and verifiably record ordinary hours, overtime and rest periods;

• plan workloads, shifts, deliveries and resources so as to avoid systematic reliance on excessive overtime;

• comply with the principle that overtime is not mandatory under the applicable National Collective Bargaining Agreement (CCNL), without prejudice to the specific contractual circumstances in which overtime may be required, and avoid pressure, retaliation or discriminatory consequences;

• take immediate action where data show recurring exceedances, including adjusting production capacity and reviewing shifts, deadlines or purchasing practices.

25 REGULARITY AND STABILITY OF EMPLOYMENT

Work must, as far as possible, be performed within employment relationships recognised by law and consistent with the actual manner in which the work is carried out. The use of labour-only contracting, sham collaborations, false self-employment, internships or apprenticeships without a genuine training purpose, irregular homeworking or abusive successions of fixed-term contracts to evade wage,

contribution, social security or other employment protection obligations is prohibited. Apprenticeships, fixed-term contracts, part-time work, temporary agency work, seasonal work, telework, remote working and internships must be used in compliance with the conditions, quantitative limits, grounds where required, training obligations and other requirements established by law and the applicable National Collective Bargaining Agreement (CCNL).

Minimum measures and actions:

• use written and understandable contracts, where required, consistent with the duties, working hours, remuneration and actual conditions, ensuring that job classification, level and pay are consistent with the duties actually performed and with the applicable National Collective Bargaining Agreement (CCNL);

• verify, within the limits permitted by law, the regular employment status of workers engaged by contractors, subcontractors, agencies and other intermediaries;

• monitor repeated use of temporary contracts, temporary agency work or other flexible arrangements, complying with the quantitative limits and conditions laid down by the applicable National Collective Bargaining Agreement (CCNL) and identifying possible circumvention;

• require correction of non-compliant contractual classifications or practices and recognition of the amounts and entitlements due to the workers concerned.

26 REPORTING VIOLATIONS AND NON-COMPLIANT CONDUCT AND PROTECTION OF REPORTING PERSONS

The Company is committed to promoting conduct based on fairness, legality, transparency and respect for the principles set out in this Code.

All employees and other Recipients of the Code are encouraged to promptly report any conduct, practice or situation that they believe, in good faith, does not comply with this Code, Company procedures or applicable law.

Reports may be made to the person’s direct manager or, where this is not considered appropriate or possible, to the Company contact designated to manage reports.

Where necessary, a report may also be made confidentially or anonymously by contacting the workers’ representative or by using the dedicated employee reporting box, which is accessible to all personnel and arranged so as to protect the confidentiality of the reporting person’s identity.

All reports received are examined seriously, impartially and with an appropriate level of confidentiality, carrying out any investigations considered necessary while respecting the rights of all persons involved.

The Company prohibits any form of retaliation, penalty, discrimination or adverse treatment against anyone who makes a report in good faith or cooperates with the related investigations.

At the same time, confidentiality, the right to be heard and the protection of persons who are the subject of a report are guaranteed, avoiding premature judgments and ensuring an assessment based on objective and verifiable evidence.