

SUPPLIER CODE OF CONDUCT

Approved by the Board of Directors of MAIRE S.p.A. on 25/02/2025





1 DEFINITIONS

Code	This Supplier Code of Conduct
MAIRE or the Group	MAIRE S.p.A. and its direct and indirect subsidiaries in Italy and abroad

2 PREMISE

2.1 MAIRE group

MAIRE is an international technology and engineering group that develops and implements innovative solutions to enable the energy transition. Aware of its role, both as a business entity and as a responsible member of the community, MAIRE is committed to creating value for stakeholders and promoting sustainable development of the communities in which it operates.

The rigorous application of the highest standards of integrity, fairness, reliability and sustainability are the basis of the Group's ability to create shared value and establish solid relationships of trust with stakeholders. The values we believe in can only generate a positive impact if they are shared with all our partners and pursued in all our daily activities.

2.2 Our expectations

MAIRE, inspired by the principles expressed in its Code of Ethics, in the Business Integrity Policy and in the Group's policies¹, has adopted this Supplier Code of Conduct, with the aim of **spreading the Group's values and its commitment to ESG** throughout the supply chain. Therefore, MAIRE requires its Suppliers to share and respect its principles and values, as well as to commit to collaborating with the Group to achieve **a responsible and sustainable supply chain**, built on lasting relationships based on integrity, transparency and respect.

To this end, Suppliers are required to accept this Code, to act in accordance with its provisions and to ensure that subcontractors as well as any other third party working on their behalf, operate in full compliance with this Code when dealing with the Group.

3 RESPECT FOR THE ENVIRONMENT

MAIRE is committed to ensuring the safeguard of the environment in the execution of its activities and the limitation of impacts due to those activities, pursuing a continuous improvement in environmental performance. In this sense, it undertakes to operate in compliance with current national and international regulations, to adopt measures and technologies capable of guaranteeing the minimization of environmental impact, maximum energy efficiency, the prudent management of natural resources, the reduction, recovery and correct disposal of waste, as well as the containment of polluting emissions.

MAIRE requires all its Suppliers to adopt the same approach and to share the same principles and commitments for environmental protection, with the joint goal of developing a sustainable supply chain and minimizing environmental impact. Specifically, Suppliers are required to comply with the following principles:

- **Environmental protection and compliance with environmental regulations**

¹ The Group's policies are: Sustainability Policy, Human Rights Policy, Human Resources Policy, Quality Policy, Supply Chain Policy, Health & Safety and SA Policy, Diversity & Equity Policy, Anti-harassment Policy, Security Policy, Information Security Management Policy. The documents are available on the MAIRE website at the following [link](#).



Suppliers are required to comply with national and international environmental regulations as well as manage and monitor the environmental aspects related to their business, following internationally recognized standards and management models. They are also required to actively participate in the risk assessment and environmental protection process, in line with the principles of precaution, prevention, protection and continuous improvement.

Suppliers are required to prevent, reduce and mitigate any form of environmental pollution (air, water, soil and groundwater, etc.) and to eliminate or minimize any environmental accidents, taking care to promptly restore the condition prior to the damage.

– **Collaboration for a Sustainable Supply Chain**

MAIRE aims to create a Sustainable Supply Chain, adopting a management approach aimed at minimizing the environmental impact of its products or services throughout their entire life cycle. Therefore, MAIRE invites Suppliers to collaborate with the Group and local communities in assessing the environmental impact of the entire production chain to minimize its negative effects.

– **Circular economy**

Suppliers are required to operate in a sustainable manner, minimizing impacts on the environment and optimizing the use of energy and natural resources.

Suppliers must implement production processes, also through innovative solutions and technologies, aimed at reducing the waste of resources and sustainable use aimed at recycling and reusing them and which allow them to improve products and services while reducing the environmental impact.

– **Biodiversity and protection of natural resources**

Suppliers are required to respect biodiversity and ecosystems and to promote their prosperity and conservation. To this end, they are required to avoid any contribution to deforestation and to preserve and responsibly manage water resources with the aim of reducing their exploitation and returning water of adequate quality to the ecosystem concerned.

– **Waste management**

Suppliers are required to implement a waste management system in compliance with current regulations as well as to promote sustainable practices that reduce waste production, promoting recycling and reuse and ensuring that the non-recyclable portion is properly disposed of.

– **Fight against climate change**

MAIRE is committed to minimizing its environmental impact, maximizing energy efficiency and reducing its greenhouse gas ("GhG") emissions. The Group is committed to playing a leading role in supporting and guiding Suppliers to reduce their GhG emissions, with the aim of achieving carbon neutrality for the entire value chain by 2050.

In this context, Suppliers are required to regularly monitor and report their GhG emissions, to use primary data as much as possible in their estimation processes, to promote the use of renewable energy sources and to improve energy efficiency in production processes; to this end, MAIRE has launched a structured process to involve and support Suppliers in the process of reducing emissions in their respective value chain also through innovative solutions.

– **Responsible management of goods and materials supplied to the Group**

Suppliers are required to ensure that the goods and materials destined for MAIRE comply with all applicable regulations in the countries of production and use, including the provisions relating to the traceability of substances relevant to the protection of health and the environment.

Suppliers are required to abide by the laws on the use of hazardous substances, prohibiting those that are prohibited both nationally and internationally, and taking appropriate measures to manage, store, and transport them.



4 HUMAN RIGHTS, PROTECTION OF WORKERS AND LOCAL COMMUNITIES

Respect for human rights, safety and protection of employees, collaborators and all the people who work with the Group are fundamental values for MAIRE.

MAIRE adheres to the values expressed in the Declaration of Human Rights and in the main Conventions of the International Labour Organization and promotes full respect for them.

To keep these commitments alive throughout the supply chain, Suppliers are asked to comply with the principles set out below.

– Human rights

Suppliers are required to respect and protect universally recognized human rights by promoting the development of a working environment that complies with national regulations, as well as with international conventions and agreements concerning respect for the rights of the individual; in particular, Suppliers must behave in accordance with the principles and fundamental rights defined by the United Nations Universal Declaration of Human Rights, by the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights.

As part of their procurement system, Suppliers commit to taking the necessary measures to prevent human rights violations, child labour, illegal activities, and poor health and safety conditions with respect to conflict minerals², Suppliers undertake to establish procurement processes from sources that do not directly or indirectly finance armed groups in high-risk and conflict-affected areas.

– Diversity and equity

Suppliers are required to promote a work environment in which workers are treated with fairness, respect and dignity.

Suppliers undertake to act without discrimination in the recruitment phase, employment practices, wage compensation and professional development of the worker based on gender, culture, nationality, age, political opinions, religion, sexual and emotional orientation, cognitive, physical and socioeconomic differences and to prohibit and condemn any form of violence, harassment, abuse and intolerance.

– Health & Safety

Suppliers are required to act in compliance with workplace health and safety regulations applicable in the countries in which they operate.

Suppliers undertake to implement an adequate system of rules to assess, manage, monitor and prevent risks and to adopt appropriate measures to ensure the constant improvement of safety levels. The Suppliers ensure an adequate level of information and specific training on health and safety in the workplace for their employees and all those who otherwise collaborate with them.

Emergency management programs aimed at preventing accidents and avoiding harm to people must be properly developed, implemented, and tested.

The conduct of the Suppliers must be based on the pursuit of continuous improvement in the field of health and safety at work, also ensuring collaboration with MAIRE and the other Suppliers.

– Legal contracts for workers

Suppliers are required to establish and respect recognized employment relationships with their workers according to national laws and best practices.

² "Conflict minerals" (tantalum, tin, tungsten, gold and cobalt) are those extracted in the regions of the Democratic Republic of Congo and neighboring countries (Angola, Burundi, Central African Republic, Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia) that can contribute to human rights violations.



Suppliers agree to pay the worker a living wage that (i) corresponds at least to legal standards or minimum industry standards, or collective agreements (where applicable), and (ii) is suitable to ensure that the worker's basic needs are met, as well as provide some discretionary income.

Suppliers protect the legal and contractual rights of workers, preventing any form of obstacle in the exercise of the latter.

– **Forced labour and modern slavery**

The Suppliers are obliged to protect the right to employment and voluntary service, repudiating any recourse to forced, tied or compulsory labour. The work performed in the company, ordinary and extraordinary, is entirely voluntary and free of forms of coercion, including psychological coercion.

Workers are not obliged to file their documents or make deposits in cash or securities. Similarly, workers are free to terminate their employment contract, in line with national law, without fear of retaliation or punishment.

Suppliers also undertake to prevent all forms of cruel, degrading and inhuman activity throughout the supply chain.

– **Child labour**

Suppliers are required to comply with the minimum age of employment and completion of compulsory education established by applicable regulations. If local laws permit the employment of young workers, Suppliers shall protect young people with the minimum age to enter employment by ensuring that they are treated in accordance with the law; this includes measures to avoid hazardous situations and night work that could compromise their health, safety, or moral integrity.

– **Working hours, overtime and leave**

Suppliers are required to comply with all applicable regulations on wages, contributions, taxation and working hours, including allowances, benefits and overtime. Rest periods, holidays, as well as parental leave, sick leave and any other leave must be guaranteed to the extent permitted by laws, regulations, collective agreements and industry standards.

– **Freedom of association**

In accordance with local laws, Suppliers are obligated to uphold the right of workers to freely associate, join trade unions, have representation, join works councils, and participate in collective bargaining.

– **Support and respect for local communities**

Suppliers are required to pay attention to the social and economic development of the local communities in which they operate, carrying out their activities by participating in the growth and enhancement of the territory, establishing relationships of dialogue and constructive collaboration with all their interlocutors, based on maximum transparency and trust.

5 ETHICS & BUSINESS

MAIRE is committed to complying with all the regulations in force in the countries in which it operates, promoting values such as ethics, transparency and legality. In addition, the Group acts with loyalty, honesty, integrity, fairness and good faith, promoting fair competition in the market. MAIRE considers the interests of shareholders, employees, customers, commercial and financial partners, as well as the local communities in which it operates. Through the adoption of rules of conduct and effective control processes, MAIRE fights corruption and prevents illegal practices. Therefore, the Group requires its Suppliers to adhere to and comply with the principles expressed below.

– **Compliance with legal requirements**



Suppliers are required to comply with all applicable international, EU, national, regional and local laws and regulations.

Suppliers must also act with fairness, loyalty, honesty, transparency and responsibility in all business relationships and in relations with their business partners, public officials or other third parties (both private and public).

– **Conflict of interest**

Suppliers are required to avoid any situation of conflict of interest that may affect the business relationship with the Group or that may interfere with the ability to carry out their activities in an impartial manner. In any case, the Suppliers must promptly notify the Group of any situation that is or may lead to a conflict with the interests of the MAIRE group.

– **Fight against corruption**

MAIRE has a zero-tolerance approach to corruption. For this reason, it has adopted a specific anti-corruption policy (Business Integrity Policy³) that prohibits any practice of a corrupt nature. Suppliers are required to adhere to the rules and principles referred to in the aforementioned anti-corruption policy and to reject and prevent any form of active and/or passive corruption.

In this context, the Suppliers are required to comply with the applicable anti-corruption regulations and not to engage or tolerate any type of corruption; furthermore, they undertake to refrain from offering or promising money, gifts, or other means to gain treatment in their favour or gain an improper advantage.

With reference to the relations with the Public Administrations of the countries in which they operate, the Suppliers must not offer the representatives of the Public Administration, directly or indirectly through third parties, money or any other utility. The Suppliers must not establish personal relations of favour, to influence and/ or condition the representatives of the Public Administration in their work. The Suppliers undertake not to make Facilitation Payments⁴.

MAIRE encourages its Suppliers to adopt programs that reflect the commitments and principles set forth in the Business Integrity Policy.

– **Privacy e data protection**

Suppliers are required to comply with applicable privacy and data protection laws, as well as best practices applicable to the jurisdiction in which they operate, in relation to the collection, processing and transfer of personal data. They must also ensure that the processing of personal data is carried out in compliance with the fundamental rights and freedoms, as well as the dignity of the data subjects, as required by the regulatory provisions in force.

The Suppliers undertake to protect the information concerning their employees as well as those relating to third parties acquired within the business relations, using the personal data collected only for legitimate, defined and appropriate purposes.

– **Confidentiality, intellectual property protection and cybersecurity**

Suppliers are required to maintain the strictest confidentiality and to protect and appropriately use the confidential information, know-how and trade secrets of the Group, as well as to use them exclusively for the purposes authorized by the Group. The Suppliers undertake to limit access to such information only to personnel who need to know it for reasons related to the provision itself.

Suppliers are required to recognize and respect the intellectual property rights of MAIRE and/or third parties, not tolerating the use of counterfeit parts at any level of the production chain.

Suppliers shall protect others' sensitive, confidential and proprietary information, including personal data/information from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and IT security procedures; in this regard, the Suppliers implement processes and technologies to ensure correct and effective management of IT security against the improper use

³ The document is available at the following [link](#).

⁴ "Facilitation Payment" refers to those payments of modest value paid to public officials, to speed up, encourage or ensure the performance by the latter of a routine activity that is not discretionary or otherwise due.



and the loss of the obligation of confidentiality, integrity and availability of information. The Suppliers undertake to promptly notify the Group of any risk or cyber-attack within the limits of the law, as well as whenever any change regarding IT security is necessary.

– **Antitrust law**

Suppliers are required to conduct their activities in accordance with the principles of competition and fairness, refraining from any anti-competitive behaviour, misleading or illegal market practice, such as collusive agreements or actions, price fixing and discrimination, which illegally restrict market trade or free competition.

– **Anti-money laundering law**

Suppliers are required to comply with regulations on anti-money laundering, self-laundering and receiving of money, goods or utilities of unlawful origin. Suppliers must refrain from engaging in any activity that could be construed as related to money laundering and any form of terrorist financing.

– **Accounting and business records**

Suppliers are required to keep adequate records of their business activities and related administrative activities, in particular accounting, to ensure compliance with international, national, regional and/or local regulations and generally accepted business practices. The Suppliers undertake to prepare and maintain records and documentation accurately and not to alter any entries in the documentation to obscure or distort the underlying transaction represented in them. Suppliers' financial, accounting and management records must be based on accurate, exhaustive and verifiable information. The documentation must be kept in accordance with current legislation.

– **Export controls, countering the financing of terrorism and sanctions compliance**

In managing their relationships with Group companies, Suppliers are required to comply with all applicable laws and regulations governing international trade, including import and export controls, trade sanctions issued by the European Union, the United Nations, the United States of America and the United Kingdom, financial and banking constraints, arms embargoes, on repression or dual-use equipment. Suppliers must provide true and accurate information on export classification and control and obtain export control licenses or other authorizations when required by law.

Suppliers must avoid having relationships with sanctioned parties and, where necessary, must promptly and comprehensively communicate to MAIRE any problem arising from such a relationship.

– **Use of the "MAIRE" trademark**

Suppliers may use MAIRE brands, including logos, trade names and other distinctive elements only in accordance with the provisions of the contractual agreements. In any case, their use must be appropriate to maintain the integrity and reputation of the Group. In addition, it is forbidden to use it in contexts that may damage the image of the Group or that are contrary to the values and ethical principles of the MAIRE group.

6 IMPLEMENTATION MECHANISMS

6.1 Reporting

If recipients become aware of any violation of this Code, they are encouraged by the Group to report it. These reports can be made - also in anonymous form - through the following channels:

- whistleblowing platform, available at the link [Maire Group - Whistleblowing](#);
- SA 8000 platform, available at the link [Social Responsibility and Human Rights | Maire](#);
- ordinary mail: MAIRE S.p.A., Group Corporate Affairs, Governance, Ethics & Compliance Department, Via Gaetano De Castillia 6/A, 20124, Milan, (Italy).



Reports will be handled in accordance with the provisions of the Group's "Whistleblowing" Procedure⁵ and the SA8000 Corporate Social Responsibility Management System for certified MAIRE group companies.

Any form of direct or indirect retaliation, discrimination or penalization is prohibited against those who have made a report, for reasons directly or indirectly related to the report.

MAIRE is committed to ensuring that the identity of the reporting person and the reported person are kept confidential, without prejudice to legal obligations and the protection of the rights of the Group or of persons wrongly accused and/or in bad faith. Any intentional or grossly negligent reporting that proves to be unfounded is subject to the application of possible sanctions.

MAIRE requires Suppliers to make their own reporting channels available to their employees and third parties with whom they interact in the interest of the Group, allowing them to report (also anonymously), without fear of retaliation, any breach or activity not in accordance with the requirements set out in this Code.

6.2 Control system

MAIRE reserves the right to verify compliance with the Code by the Supplier directly or through formally appointed third parties. These audits may be conducted by requesting clarification and/or documentation and any verifications at the sites of the Supplier, agreed with the latter.

The Supplier undertakes to provide maximum cooperation during auditing activities; moreover, in a spirit of partnership and full transparency, MAIRE and the Supplier will share any corrective measures should deficiencies with respect to the Code be identified.

6.3 Measures

Proven non-compliance with the principles and rules contained in the Code, as well as failure to implement the agreed corrective measures, may affect the qualification of the Supplier, as well as lead to the interruption of relations with the Group in the most serious cases.

Violations will be analysed on a case-by-case basis and dealt with in accordance with internal procedures, agreements and applicable regulatory provisions.

7 REFERENCES

7.1 International documentation

- 2030 Agenda for Sustainable Development,
- Children Rights and Business Principles di UNICEF, UN Global Compact e Save the Children,
- Fundamental Conventions of the International Labour Organization (ILO),
- International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work,
- Rio Declaration on Environment and Development,
- Universal Declaration of Human Rights,
- Directive (EU) 2022/2464 (so-called CSRD),
- Directive (EU) 2024/1760 (so-called CSDDD),
- The ten principles of the United Nations Global Compact,
- United Nations Sustainable Development Goals,
- OECD Guidelines for Multinational Enterprises,
- European Regulation 2017/821 ("Conflict Minerals Regulation"),
- UN Global Compact Women's Empowerment Principles,
- UN Guiding Principles on Business and Human Rights,

⁵ The procedure is available at the following [link](#).



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- United Nations Convention Against Corruption,
 - United Nations International Covenants on Civil and Political and Economic, Social and Cultural Rights.

7.2 MAIRE group documents

- Anti-harassment Policy,
- Business Integrity Policy,
- Code of Ethics,
- Diversity & Equity Policy,
- Health & Safety and SA policy,
- Human Resources Policy,
- Human Right Policy,
- Information Security Management Policy,
- Whistleblowing Procedure,
- Quality Policy,
- Security Policy,
- Supply Chain Policy,
- Sustainability Policy.