

SUPPLIER CODE OF CONDUCT



Adopted by the
Board of TP REFLEX GROUP S.p.A.
by resolution of 26/02/2025

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INTRODUCTION

Aligned with our brand promise and as part of our ongoing sustainability efforts, TP Reflex Group and its affiliates ("TPRG") have developed and are promulgating this Supplier Code of Conduct ("Code") to clearly communicate to our suppliers, including but not limited to our contract manufacturers ("Suppliers"), our expectations related to ethical practices, human rights, environmental management and legal requirements.

The standards are based on well-respected and recognized international standards and industry best practices.

TPRG expects that suppliers will ensure that their sub-tier suppliers and/or subcontractors will adhere to similar, not less stringent conditions as those contained herein. In case of differences between the applicable laws and regulations and the Code standards stipulated herein, Suppliers must adhere to the stricter of the two.

TPRG seeks to develop and strengthen its business relationships based on a shared commitment to collaboration and mutual respect.

We recognize that our Suppliers are independent businesses and the exclusive employers of their workers. However, Suppliers' actions can potentially have a negative impact on TPRG, affecting not only our reputation, but the level of trust we have from our customers and broader stakeholders.

While TPRG understands that our Suppliers operate in a variety of different legal, geographical and cultural environments, we require our Suppliers to comply with the Code and hope that our Suppliers will strive to exceed these standards.

These Code standards will supplement written or oral legal agreement(s) or contract(s) between Supplier and TPRG and are not in lieu of the provisions of any such legal agreement(s) or contract(s) between a Supplier and TPRG.

1. ETHICS AND COMPLIANCE

Our Suppliers shall act ethically in every aspect of business, including but not limited to business relationships, practices, sourcing and operations.

1.1 Business Integrity and Fair Competition

Suppliers shall have a policy in place to prohibit all forms of bribery, corruption, extortion and embezzlement. Suppliers will comply with all applicable laws, regulations, industry codes or other relevant codes.

1.2 Intellectual Property and Confidential Information

Supplier shall protect and respect proprietary and confidential information disclosed by TPRG or any other third party that engages with Supplier. Supplier shall manage technology and know-how in a manner that protects TPRG's and other parties' intellectual property rights.

1.3 Business Courtesies

Supplier shall only provide and accept modest and reasonable business courtesies (e.g., meals; travel and accommodations; gifts and promotional items; or entertainment) in connection with legitimate business activities and in accordance with applicable laws, regulations, or other requirements. TPRG does not encourage giving or receiving gifts or entertainment. Business

courtesies must not be used as improper inducements to obtain or retain business, government services or other favors; and care must be taken to avoid actual or perceived conflicts of interest.

1.4 Fair Information Practices

When processing personal data on behalf of TPRG, Supplier shall comply with all applicable privacy and data protection laws, rules and regulations and engage in activities that respect the rights of individuals, that provide administrative, technical and physical controls throughout the information life cycle; and that are documented and routinely monitored for compliance.

1.5 Trade

When performing Supplier's obligations related to its relationship with TPRG, Supplier shall comply with all applicable laws governing sanctions, export controls, customs, taxes and duties. Supplier shall conduct with diligence and create and maintain accurate and complete records, consistent with applicable requirements under and sufficient to demonstrate compliance with the foregoing laws.

2. FAIR LABOR

TPRG strives to be fair to everyone we engage in business with. Respect for human rights is integral to our commitment to fairness. TPRG requirements for our Suppliers regarding human rights are based on the regulations and recommendations promulgated under the United Nations ("UN") Universal Declaration of Human Rights, the UN Convention on Children's Rights, the UN Convention on Elimination of All Forms of Discrimination Against Women and the Organization for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises.

2.1 Prohibition of Forced Labor

Supplier shall not use involuntary labor, forced, indentured, bonded or otherwise. Supplier shall not permit forms of slavery or practices similar to slavery, including, but not limited to the sale and trafficking of children or adults, debt bondage, serfdom, or forced or compulsory labor.

Supplier shall not implement unreasonable restrictions on workers' freedom of movement at any of Supplier's facilities or implement unreasonable restrictions on entering or exiting Supplier-provided facilities.

Supplier's employees must not be required to pay any recruitment fees or other aggregate fees to obtain their employment. Workers should retain control of their travel documents and have full freedom of movement. Workers should be informed of the basic terms of their employment (including wages and fringe benefits, the location of work, the living conditions, any housing and associated costs) before accepting employment with a Supplier.

If workers are hired through a third-party recruitment agency, Supplier should ensure that the agency acts in accordance with all applicable laws and regulations of the workers' country of origin and destination and the Code standards contained herein.

2.2 Equal Opportunity

Supplier shall treat all persons with fairness, dignity and respect and not discriminate in employment-related decisions (such as recruitment, wage policy, admittance to training programs, promotion or termination) on the basis of race, color, religion, gender, pregnancy or maternity status, marital status, sexual orientation, gender identity or expression, national or social origin, disability, age, political affiliation or opinion, or any characteristic protected by law.

2.3 Non-harassment

Supplier shall create an environment free of harassment and abuse and Supplier shall not tolerate physical abuse, threats of physical abuse, torment, unusual punishment or discipline, sexual harassment, or any other harassment.

2.4 Prohibition of Child Labor and Protections for Young Workers

Supplier shall not employ children younger than the age for completing their compulsory education, and in any case, not below the age of 15 years. Supplier shall not allow children to perform work which, by its nature or the circumstances in which it is carried out, is likely to harm their physical or mental health or jeopardize their safety or morals. Supplier shall comply with all applicable laws and regulations on the limitation of young workers' working conditions.

2.5 Freedom of Association and Collective Bargaining

Supplier shall recognize the rights of employees to associate freely regarding collective bargaining. Supplier shall not discriminate, harass, intimidate or retaliate against any person who is exercising their lawful right to associate freely or bargain collectively. Where applicable laws and regulations substantially restrict freedom of association, Supplier shall allow alternative means for workers to engage with Supplier individually and collectively.

2.6 Fair Wages and Benefits

Supplier shall compensate all employees fairly by providing compensation packages comprising wages and benefits that as a minimum comply with legally mandated minimum standards. Supplier shall compensate employees for overtime at a rate which meets or exceeds the legal minimum in accordance with applicable laws and regulations. Where no such legal minimum applies, supplier shall pay overtime premium rates using either industry benchmark standards or collective agreements, as applicable.

2.7 Reasonable Hours of Work

Supplier shall follow applicable laws and regulations regarding working hours for its employees and temporary workers. A work week must not exceed 60 hours per week, including overtime, except in emergency or unusual situations. All overtime shall be voluntary. Workers shall be allowed at least one day off every seven days.

3. HEALTH AND SAFETY

TPRG requires Suppliers to provide a safe and healthy workplace and to comply with all applicable laws and regulations related to health and safety. Workers shall have the right to refuse unsafe work and to report working conditions that pose unacceptable risk to workers' health or safety.

3.1 Health & Safety Permits, Registrations & Reporting

Supplier shall obtain, keep current and comply with all applicable health and safety permits, licenses, registrations and certifications required to ensure safe conditions for workers and shall keep and file with governmental authorities, where necessary, any related recordkeeping and reporting requirements of the same.

3.2 Occupational Safety and Health Management

Suppliers shall provide a workplace that is free from recognized hazards known or likely to cause injury or illness.

Supplier shall implement effective processes to identify, assess, manage and control health and safety hazards and associated risks through routine hazard identification and risk assessment. Where hazards cannot be eliminated, Supplier shall reduce risk by applying the following hierarchy of controls: technical measures such as safety devices on technical installations, organizational measures such as access controls and limitation of working/exposure time, personal measures such as personal protective equipment and instructions/trainings.

Suppliers shall document high-risk activities that may expose workers to hazards or result in serious injuries or fatality and apply necessary controls.

Suppliers shall ensure that plants, installations, technical equipment including safety devices, and personal protective equipment are regularly inspected, properly maintained and, if necessary, replaced. Where Personal Protective Equipment ("PPE") is required to be used to minimize exposure to hazards, PPE shall be provided by Supplier at no cost to employees.

Supplier shall take all necessary steps, including but not limited to those steps required by applicable law and regulations, to protect vulnerable worker populations as well as pregnant women/nursing mothers.

3.3 Emergency Preparedness and Response

Supplier shall implement effective processes to identify and assess potential emergency situations and events that may contribute to worker injury or illness or cause adverse impact to the environment. For situations which may affect worker health and safety or the environment, Supplier shall develop, document and implement emergency plans and procedures that will facilitate timely response to emergencies and are aimed at protecting people and the environment.

Supplier shall have their employees receive training on their role in each emergency scenario and shall have them receive information on emergency reporting and employee evacuation.

3.4 Incident Management

Supplier shall implement and maintain effective processes for managing work-related health and safety incidents. Processes shall be established to report occupational injuries and illness, investigate causal factors, implement corrective actions and track incidents to closure.

Supplier shall plan for, coordinate, and provide necessary first aid to injured workers and facilitate medical treatment for recovery of workers to pre-injury status.

Supplier shall prohibit reprisal for reporting of injuries and illnesses or raising of concerns by Supplier's employees relating to health, safety or environmental performance.

3.5 Safety and Health Communication and Information

Supplier shall provide workers with appropriate workplace safety and health information and training and shall ensure related information is clearly posted in the facility. Safety and health information shall be provided in the worker's primary language.

3.6 Working and Living Conditions

Workers are to be provided with clean toilet facilities, access to potable water and sanitary food preparation and storage facilities. Worker dormitories provided by Supplier or a third-party shall be clean, safe and provide reasonable living space.

4. ENVIRONMENTAL MANAGEMENT

In addition to full compliance with all applicable environmental laws and regulations, TPRG requires Suppliers to develop, implement and maintain environmentally responsible business practices.

4.1 Environmental Permits & Reporting

Supplier shall obtain, keep current and comply with all required environmental permits including, but not limited to, general, air, water and waste. Supplier shall comply with the reporting requirements of applicable permits, laws and regulations.

4.2 Minimize Environmental Impacts

Supplier shall implement and maintain effective processes to assess and manage environmental impacts resulting from its operations and establish measurable objectives to continuously improve environmental performance through minimizing adverse environmental impacts, preventing pollution and limiting the depletion of natural resources.

4.3 Hazardous Substances Management

Supplier shall exercise effective product stewardship with regard to its products or materials. Supplier shall implement and maintain effective processes to identify, manage, and communicate physical, health and environmental hazards related to chemicals and other materials to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Supplier shall disclose in writing all information related to chemical substances in products, materials and packaging provided to TPRG which TPRG deems necessary to comply with applicable chemical control laws and regulations, industry standards, customer and market requirements or TPRG product stewardship standards. This includes, but is not limited to, hazard and risk assessment information, toxicity, complete chemical composition, transportation and storage information, environmental hazards, disposal, recyclability and manufacturing supply chain.

Supplier shall provide any other information or certifications as deemed necessary for TPRG to assess regulatory compliance and satisfy any applicable reporting requirements in any applicable country/region.

4.4 Waste Management

Supplier shall implement and maintain effective processes to identify, classify, collect, store, and responsibly dispose of or recycle hazardous and non-hazardous waste. Supplier shall establish and maintain a systematic approach to assess on-site waste generation and to identify opportunities to minimize waste.

4.5 Wastewater Management

Supplier shall implement and maintain effective processes to identify, characterize, reduce, and treat wastewater generated from operations, industrial processes and sanitation facilities as required and prior to discharge. Supplier shall establish and maintain a program to monitor compliance with applicable wastewater quality discharge standards.

4.6 Air Emissions Management

Supplier shall implement and maintain effective processes to identify, characterize, reduce, and treat air emissions emanating from its operations as required and prior to release. Supplier shall establish and maintain a program to monitor compliance with applicable air quality emission standards.

4.7 Greenhouse Gas Emissions Management

Supplier shall implement effective processes to identify, responsibly manage and reduce Greenhouse Gas ("GHG") emissions resulting from directly owned and controlled sources as well from the generation of purchased energy. Supplier shall regularly quantify, set targets, monitor progress and reduce its emissions of GHGs through conservation, increased energy efficiency, use of renewable energy or other measures.

5. MANAGEMENT SYSTEMS

Suppliers are required to adopt or establish a management system that facilitates adherence with this Code and with all applicable laws and regulations, identify and mitigate related operational risks and facilitate continual improvement.

5.1 Commitment and Accountability

Supplier shall implement and maintain corporate social and environmental, health & safety statements affirming commitment to compliance, risk assessment and management and continual improvement. Supplier shall identify company representatives responsible for ensuring implementation.

5.2 Worker Feedback, Participation, and Grievances

Supplier shall implement and maintain effective processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code to aid with conformance and foster continuous improvement.

Supplier shall have adequate impartial systems to address employee concerns and grievances. Those systems must protect confidentiality, allow anonymity of reporting unless prohibited by law and protect reporting or implicated employees against retaliation.

5.3 Risk Assessment and Management

Supplier shall implement and maintain effective processes to identify regulatory compliance, environmental, health and safety, labor practice and ethics risks associated with Supplier's operations. Supplier shall determine the relative significance for each risk and implement appropriate procedural and physical corrective action plans and controls to control the identified risks.

5.4 Training and Communication

Supplier shall implement and maintain management and worker training programs to facilitate proper implementation of its policies and procedures and to fulfill Supplier's continuous improvement objectives. Supplier shall have a process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to workers.

5.5 Audits and Assessments

Supplier shall perform periodic self-assessments of its facilities and operations to ensure conformance to legal and regulatory requirements and the content of this Code.

If Supplier becomes aware of its inability to comply with this Code based on a self-assessment or external audit, Supplier shall notify TPRG in writing of such finding. Supplier shall also provide TPRG a plan to recover the gap and return to comply with this Code.

5.6 Preventive and Corrective Action

Supplier shall implement and maintain effective processes for prevention and timely correction of any deficiencies or violations identified by an internal or external audit, self-assessment, inspection, investigation, or review.

5.7 Documentation, Records and Verification

Supplier shall create and maintain appropriate documents and accurate and complete records for a sufficient time that demonstrate regulatory compliance and conformance with this Code. This includes, but is not limited to, the obligation of the Supplier to document processes and policies demanded in this Code in writing. Supplier shall ensure such documents and records are maintained in a manner to protect confidentiality. Upon written request from TPRG, Supplier shall provide TPRG with copies of these documents and records.

TPRG reserves the right to verify compliance with these requirements using appropriate means, including onsite inspection. Failure to remedy a non-compliance in a timely manner and/or certain egregious forms of non-compliance (e.g., forced labor) might constitute a good cause for termination of business.

ATTACHMENT: KEY POLICIES

This Supplier Code of Conduct draws upon TPRG and internationally recognized policies and principles listed below.

TPRG Policies:

- Code of Ethics
 - Quality policy
 - Environment and sustainability policy
 - Safety Policy
 - Privacy Policy
- <https://www.tpreflexgroup.com/it/index.aspx>

International Policies:

- Universal Declaration of Human Rights
https://www.un.org/en/udhrbook/pdf/udhr_booklet_en_web.pdf
- UN Guiding Principles on Business and Human Rights
https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf
- UN Convention on Children's Rights
<https://www.ohchr.org/en/instruments-mechanisms/instruments/convention-rights-child>
- UN Convention on Elimination of All Forms of Discrimination Against Women
<https://www.ohchr.org/en/instruments-mechanisms/instruments/convention-elimination-all-forms-discrimination-against-women>
- OECD Guidelines for Multinational Enterprises
<https://mneguidelines.oecd.org/>