

Supplier Code of Conduct of the Autogrill Group

Approved by the Board of Directors on 10/12/2022.



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Introduction



Ethical conduct (understood as acting fairly and honestly in all dealings with employees, suppliers and customers) is one of the most important core values of Autogrill S.p.A. (hereinafter, the “**Company**” or “**Autogrill**”) and its subsidiaries (hereinafter, jointly with Autogrill, the “**Autogrill Group**”).

As part of integrating sustainable business development and social responsibility into its day-to-day business activities, the Autogrill Group considers collaboration with its value chain fundamental to achieving the highest standards of ethics and sustainable business development.

As part of its global business operations, the Autogrill Group partners with vendors, suppliers, contractors and other entities (hereinafter jointly referred to as “**Suppliers**”). In order to ensure that Suppliers adhere to the Autogrill Group’s standards of ethical business practices, Autogrill requires its Suppliers to follow this code of conduct (the “**Code of Conduct**”). This Code of Conduct has been reviewed and approved by Autogrill’s Board of Directors and its adoption and implementation is mandatory for Autogrill and for any Autogrill Group company.

Each company of the Autogrill Group will adopt this Code of Conduct and any subsequent new version thereof by means of resolution of its board of directors (or the corresponding body/function/role if the company’s governance does not provide for such a body) within three months of the relevant resolution of approval by Autogrill.

Moreover, specific amendments and/or implementation procedures may be adopted by each business unit of the Autogrill Group to the extent such amendments and procedures are deemed to be strictly necessary to:

- identify, prevent, monitor, address, eliminate and/or mitigate specific risks that may arise from risk-assessment activities;
- regulate the way in which Autogrill Group companies conduct their business;
- ensure compliance with applicable local laws and regulations;
- and/or regulate specific aspects of local relevance with reference to each company of the Autogrill Group.

The foregoing provided that the above-mentioned amendments and procedures must comply with the general principles set forth in this Code of Conduct.

1. Scope

Supplier shall comply with this Code of Conduct. Compliance with the provisions of this Code of Conduct must be considered an essential part of the obligations assumed on any basis whatsoever and for all intents and purposes by Supplier towards the Autogrill Group.

Supplier will ensure disclosure of the relevant parts of this Code of Conduct to its employees, agents, subcontractors and suppliers (if appropriate), and agrees its employees, agents, subcontractors and suppliers (if appropriate) will comply with all material aspects of this Code of Conduct that are relevant to the party's agreement(s) with the Autogrill Group and to the Autogrill Group and Supplier's business relationship. Supplier further agrees to immediately report issues it becomes aware of that could negatively affect the quality of the Autogrill Group's products or services or public perception of the Autogrill Group in any way.

2. Legal Compliance

Supplier shall comply with all applicable international, federal, state, local, and industry laws and regulations and normal industry standards of the countries in which they operate.

The Autogrill Group has the right to verify compliance with applicable laws and this Code of Conduct. If there is an inconsistency between the law and this Code of Conduct, Supplier shall meet the higher standard that applies to such conduct.

3. Anti-Money Laundering and Anti-Terrorism

Supplier shall comply with all applicable laws and regulations concerning anti-money laundering and anti-terrorism, as well as with the Autogrill Group's global anti-corruption policy.

4. Human Rights

Supplier shall utilize employees whose presence in the workplace is voluntary. Supplier shall adhere to all applicable employment laws and regulations and shall not engage in child labor, forced labor, or human trafficking.

Supplier shall ensure that no child labor, forced labor or human trafficking has been involved in the production or distribution of its goods or services.

5. Health and Safety

Supplier shall provide a healthy and safe workplace environment and shall take effective steps to prevent, minimize, or eliminate potential hazards leading to harm.

Health and safety risk assessments shall be conducted to identify and then address potential hazards. Supplier shall meet or exceed applicable laws and regulations and industry standards in this area.

6. Respect and Anti-Discrimination

Supplier shall treat all employees with respect, and shall not allow any behavior that is threatening, physically or mentally abusive, exploitative, or sexually coercive. Supplier shall not engage in, permit or support discrimination based on race, color, creed, age, religion, gender, sexual orientation, national origin, disability, veteran status, or union membership.

7. Wages and Benefits

Supplier shall meet or exceed applicable laws and industry standards regarding wages, benefits, working hours and other elements of compensation and employee benefits. Supplier must have a system in place to verify and accurately record payroll, deductions and hours worked by employees.

8. Freedom of Association and Collective Bargaining

Supplier shall adhere to applicable laws and regulations aimed at ensuring the freedom of association of workers and recognising the right to collective bargaining.

Employees shall not be subject to intimidation or reprisals for forming or joining a trade union or for participating in collective bargaining.

9. Environment

Supplier shall meet applicable environmental laws and industry standards. Supplier shall include the goal of decreasing its environmental impact as a consideration in business decisions, including its own supply chain.

Environmental impact includes but is not limited to: greenhouse gases or other forms of air pollution; water pollution; solid waste; toxins; depletion of freshwater, topsoil, or other natural resources faster than replenishment rates; and damage to natural ecosystems.

Methods of reducing environmental impact include but are not limited to: using pollution control technologies, renewable energy, products that increase energy efficiency, recycled products, and products made from reused or recycled materials.

10. Quality

Supplier shall meet or exceed applicable laws and standards regarding quality, food safety, and good manufacturing practices. Supplier will adhere to any product specifications agreed upon by the parties in writing. Supplier must be capable of tracing its source of supply at least one level back in the supply chain and will have a documented recall process.

11. Record Keeping

Supplier shall maintain financial, operational and business records in accordance with all applicable legal requirements and generally accepted accounting practices.

12. Reporting Concerns

Supplier shall have or will establish a procedure for employees to report unethical actions regarding the workplace, and shall not discipline or discriminate against employees reporting unethical actions.





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