

GENERAL TERMS OF PURCHASE FOR GOODS AND SERVICES

1. Scope

- 1.1 These General Terms of Purchase “**General Terms**” will apply to all sales of goods and/or supplies of services undertaken by the Supplier (as defined below) in favour of Pikkdare (as defined below), to execute Purchase Orders (as defined below), issued from time to time by Pikkdare, or its Subsidiaries (as defined below), starting from the date when these General Terms are signed, save for new General Terms being issued or a specific contract being signed between the Parties governing specific terms and conditions of supply. In the latter case, the provisions of the specific contract will apply, only as regards the matters governed therein. These General Terms will prevail over any general or special terms of sale of the Supplier. Any amendment to these General Terms will be valid only if specifically accepted in writing by Pikkdare. Amendments and additions to the General Terms will be limited to the specific purchase for which the terms are agreed.
- 1.2 If Purchase Orders only concern the purchase of Goods, the provisions of these General Terms which specifically and only refer to Services will not apply. If instead Purchase Orders only concern the provision of Services, the provisions of these General Terms, which specifically and only refer to Goods will not apply.

2. Definitions

In these General Terms, the terms below will have the meaning indicated:

- “**Subsidiary**” means any legal person/entity directly or indirectly controlled by, the parent company of or subject to the common control of Pikkdare, with said control being exercised through direct or indirect ownership of 50% or more of the share capital or voting rights in the ordinary shareholders’ meeting of the aforesaid legal person/entity. Each Subsidiary will have the same rights and obligations of Pikkdare with the Supplier pursuant to the General Terms and may lawfully exercise said rights and obligations with the Supplier. All references to Pikkdare in these General Terms shall be understood as a reference also to the Subsidiaries.
- “**Goods**” means the tangible or intangible assets sold by the Supplier to Pikkdare pursuant to the Contracts.
- “**Contracts**” means specific contracts entered into from time to time between Pikkdare and the Supplier with the acceptance of a Purchase Order by the Supplier pursuant to Article 3.2 or the issue of a Purchase Order following a Contract Proposal of the Supplier pursuant to Article 3.3.
- “**Supplier**” mean the supplier of the goods or services that approves and accepts these General Terms, signing them at the bottom.
- “**Confidential Information**” means jointly, (i) the Technical Specifications, (ii) any other commercial or other information, related to Pikkdare, its materials, products, processes, services and activities, provided, in any form, by and/or on behalf of Pikkdare to the Supplier and/or which come to the knowledge of the Supplier in connection with the performance of the Contracts, (iii) the Results and (iv) any note, study or other document prepared by the Supplier that contains or in any case reflects the Technical Specifications, the information in point (ii) and the Results.
- “**Purchase Orders**” mean purchase orders for the Goods or supply of Services issued by Pikkdare for the Supplier and with the form and content indicated in Article 3.1.
- “**Parties**” mean jointly Pikkdare and the Supplier.
- “**Warranty Period**” will have the meaning given to it in Article 6.2.
- “**Pikkdare**” means Pikkdare S.p.A., with registered office in Casnate con Bernate, Via Saldarini Catelli 10, VAT registration number 03690650134 and the Pikkdare Subsidiaries, as defined below.
- “**Contract Proposals**” mean all proposals for the sale of Goods or performance of the Services given in writing by the Supplier to Pikkdare.
- “**Results**” mean all results of creative and inventive activities devised, put in place or developed by the Supplier in performing or as the result of the Services, including projects, inventions, data,

results, information, methods, specifications, *know-how*, *software*, photographic images or films, products or print-outs.

- **"Services"** mean the provision of work and/or intellectual work provided by the Supplier to Pikdare pursuant to the Contracts.
- **"Technical Specifications"** mean any type of technical, functional or quality specifications related to the Goods or procedures for performing the Services, including, by way of example, drawings, models, samples, prototypes, films, photographs, *rendering*, notified from time to time in writing by Pikdare to the Supplier or confirmed in writing by Pikdare.
- **"Defect rate"** means the ratio indicated as a percentage between the number of faulty or nonconforming Goods pursuant to Article 6 and the total number of Goods delivered by the Supplier to Pikdare in accordance with the Purchase Order to which the faulty or nonconforming Goods refer.

3. Issue of Purchase Orders

- 3.1 The issue of Purchase Orders by Pikdare is subject to the receipt and acceptance of all documentation necessary to demonstrate the conformity of the Goods and/or Services to applicable regulations and to the state-of-the-art applicable to the specific Good and/or Service.
- 3.2 Purchase Orders shall be issued in writing and shall indicate at least the following:
- the Goods and/or Services of the single Purchase Order;
 - the quantities, characteristics and terms of delivery of the Goods or Services;
 - the prices, procedures and terms of payment;
 - any special terms of purchase, also as a departure from these General Terms.
- 3.3 The Purchase Orders will become binding for the Parties once they have been accepted by the Supplier in writing within the deadline for acceptance indicated by Pikdare in the Purchase Order or, in the absence thereof, within the deadline of three days from receipt of the Purchase Order. The Purchase Orders will be considered as accepted and will become binding for the Parties even if the Supplier does not send Pikdare specific written notification of refusal within the deadline for acceptance indicated by Pikdare in the Purchase Order or, in the absence thereof, within the deadline of three days from sending notification, without prejudice to Pikdare having the right to cancel Purchase Orders until the Supplier has accepted them in writing and to refuse acceptance of Purchase Orders received after the above deadline for acceptance.
- 3.4 If a Purchase Order is issued after the Supplier has submitted a Contract Proposal, it will become immediately binding for the Parties at the moment when the Purchase Order is sent to the Supplier, without the need for further approval by the latter, on condition that said Purchase Order specifically refers to the Contract Proposal.
- 3.5 For the purposes of these General Terms, notices exchanged between the Parties by letter, fax, email or any other form of written business correspondence, will be considered as being made in writing.
- 3.6 The sale of the Goods or supply of the Services will be governed by the provisions in the General Terms, in the Technical Specifications, in the Purchase Orders and in any documents referred to in Purchase Orders, including the Contract Proposals. In the event of conflict or discrepancy between the Contract Proposals and Purchase Orders or the General Terms, the contents of the General terms and Purchase Orders will prevail. In the event of conflict or discrepancy between the Purchase Orders and General Terms, the contents of the Purchase Orders will prevail.
- Unless otherwise agreed between the Parties and indicated in Contract Proposals or in Purchase Orders, it is agreed that Pikdare will be free to (i) proceed with marketing the Goods provided by the Supplier in any country, also outside the EU, in which the Goods have authorisation to be sold; (ii) proceed with the marketing of the Goods provided by the Supplier in any country, also outside the EU, through the sales channels it considers most appropriate, including digital platforms for online sales owned by Pikdare and/or third parties.
- 3.7 These General Terms do not oblige Pikdare in any way to issue a minimum or pre-established number of Purchase Orders.
- 3.8 Pikdare will have the right to withdraw from the Contracts at any time, even in departure of Article 1373, paragraph 1, of the Italian Civil Code if, at its own discretion, it considers the Supplier no longer has the technical requisites to duly supply the Goods or Services or if, at its own discretion, it considers the Supplier to be in financial difficulty, to the extent that the regular supply of the Goods or Services is

jeopardised and even when legal action has been taken against the Supplier for the recovery of sums owing or enforcement proceedings brought against it, or the Supplier is insolvent or has been admitted to any proceedings for bankruptcy, liquidation or arrangements with creditors.

- 3.9 The Contracts and amounts due to the Supplier from Pikkdare arising from the supply of the Goods or Services cannot be transferred by the Supplier without the prior written consent of Pikkdare. Pikkdare will have the right to transfer the Contracts and any resulting amounts due to it.
- 3.10 In the case of a Purchase Order or the documents referred to therein provide for the performance of the Services according to a work plan based on subsequent stages or *milestones* to which the achievement of specific results are related, Pikkdare may decide, at its discretion, at the end of each stage, whether to proceed or otherwise with the stages after the first stage. The Supplier will therefore carry out the stages after the first stage and Pikkdare will pay the related amount only following written authorisation from Pikkdare to proceed with the next stage.

4. Procedure for delivery and performance

- 4.1 The Supplier undertakes to carry out the production and/or supply of the Goods indicated in the Purchase Orders in compliance with all regulations, in force from time to time, and to comply with any requirement and obtain any permit, authorisation or other documentation necessary in relation to the performance of such activities, including all certification connected with the exercise of the activity performed. In particular, the Supplier undertakes to meet all obligations applicable to the Goods contemplated by application regulations and, in particular, where applicable depending on the circumstances:

- the Medical Devices Directive 93/42/EEC, enacted in Italy with Legislative Decree no. 46 of 24 February 1997 as amended and further amended by Directive 2007/47/EC, enacted in Italy with Legislative Decree no. 37 of 25.01.2010, as well as, depending on the circumstances, Regulation (EU) 2017/745 (MDR), amended by Regulation (EU) 2020/561, starting from the respective date of entry into force and application;
- Directive 98/79/EC on in vitro diagnostic medical devices, enacted in Italy with Legislative Decree no. 332 of 8 February 2000, amended by Legislative Decree no. 37 of 25.01.2010, enacting Directive 2007/47/EC, as well as, depending on the circumstances, Regulation (EU) 2017/746 (IVDR), starting from the respective date of entry into force and application;
- Regulation (EC) No 1223/2009 on cosmetics;
- the Decree of the President of the Republic of Italy no. 392 of 6 October 1998 on Medical and Surgical Supplies;
- Directive 2014/35/EU (Low Voltage Directive) and Directive 2014/30/EU (Electromagnetic Compatibility Directive) amended by Regulation (EU) 2018/1139 on electrical and electronic products;
- Directive 2014/53/EU (Radio Equipment Directive), amended by Regulation (EU) 2018/1139 on electrical and electronic products;
- Regulation (EU) No 528/2012 on biocides;
- Regulation (EU) No 2016/425 on personal protective equipment.

Therefore, the Supplier undertakes, by way of example only, to:

- (i) comply with and adopt the provisions relating to the import, distribution and sale of the Goods;
- (ii) comply with the procedures and obligations of applicable regulations as well as with any further instructions given by Pikkdare to ensure the correct transport, storage, packaging, labelling and storage of the Goods;
- (iii) supply Pikkdare with the Goods bearing the CE mark, where applicable, accompanied by the declaration of conformity required for the specific risk class of the medical device, and also guarantee the adoption of harmonised and non-harmonised standards, comprising the state-of-the-art of the product;
- (iv) ensure that the instructions, labels and end user information are visible and correctly translated into the official language of the Country where the Goods are to be delivered;

- (v) inform Pikkdare of all modifications required for the Goods in order to ensure their conformity to applicable standards and regulations, and/or to meet requests from the competent regulatory authorities;
- (vi) prepare and organise adequate resources, employ competent personnel, adopt the quality procedures required by technical standards and regulations, as well as obtain the permits, authorisations, records and certification necessary, to ensure the conformity of the Goods to applicable regulations and enable the Goods to be lawfully placed on the market;
- (vii) stop the marketing of the Goods and immediately inform - and in any case no later than 2 (two) days - Pikkdare, if the Supplier considers or has reason to believe that the Goods placed on the market do not conform to regulations. In addition, the Supplier shall notify Pikkdare of corrective actions and recalls or withdrawals of the Goods already placed on the market in compliance with regulations;
- (viii) promptly send - and in any case no later than 2 (two) days - Pikkdare any communication received or exchanged with the competent regulatory authorities that may affect the marketing of the Goods and/or that require the involvement of Pikkdare to obtain documents and information.

The Supplier will ensure that the aforesaid regulations, permits, authorisation, certification, documentation, obligation and all requirements applicable to the Goods and/or Services of the supply, including the Technical Specifications of Pikkdare, are complied with also by suppliers that are part of the Products supply chain.

If the Supplier or suppliers that are part of the Products supply chain infringe, even partially, the provisions in this Article, Pikkdare will have the right to terminate the related Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right of Pikkdare to claim compensation for damage sustained.

- 4.2 In order to verify compliance with the terms of delivery and the transfer of the risk for damage or total or partial loss of the Goods from the Supplier to Pikkdare, deliveries shall be undertaken in compliance with applicable "Incoterms" specified in the Purchase Orders. In the absence of said, the delivery will be "duty paid" (DDP – INCOTERMS 2020). The transport of the Goods shall be undertaken with all measures intended to prevent damage.
- 4.3 The Supplier shall specifically meet the terms and procedures of delivery of the Goods and the performance of the Services indicated in the Purchase Orders (to be considered essential in the interest of Pikkdare). Pikkdare may refuse Goods or Services that arrive before the agreed on term or charge the Supplier for warehousing costs and financial costs related to the early delivery period.
- 4.4 The Supplier shall guarantee that the quantity of Goods delivered matches that indicated in the Purchase Orders. Pikkdare may request the Supplier to withdraw quantities exceeding the ordered amount, and may send them back directly at the expense and responsibility of the Supplier and charge said the costs for any payment already made and warehousing costs if not immediately paid.
- 4.5 The Supplier undertakes to deliver together with the Goods the related technical datasheets that shall be continually updated. The technical datasheets shall be provided by the Supplier in Italian or in the language of each country where the related Good may be sold by Pikkdare. For this purpose, Pikkdare will notify the countries where it intends marketing the Goods.
- 4.6 In the case of a delay in the deliveries of the Goods or in performing the Services or in the event of an incomplete delivery or performance, Pikkdare will have the right to:
 - (i) indicate to the Supplier a further deadline to deliver the Goods or perform the Services, or
 - (ii) notify the Supplier of termination of the related Contract for breach and request all amounts already paid by Pikkdare to be returned.
- 4.7 Any establishment of an additional deadline to deliver the Goods or perform the Services pursuant to Article 4.6(i) does not prevent Pikkdare from being entitled to use the remedies in Article 4.6(ii) if the Supplier does not meet the additional deadline established by Pikkdare pursuant to Article 4.6(i).
- 4.8 In addition to the remedies in Article 4.6, in all cases of the delivery of the Goods or performance of the Services being delayed, not carried out, incomplete or nonconforming, Pikkdare may exercise the following rights:
 - (i) suspend payments owing to the Supplier in relation to the delivery or performance that has been delayed, not carried out, is incomplete or nonconforming;
 - (ii) request the delivery of the goods by air at the expense of the Supplier;

- (iii) apply a penalty for the delay equal to 5% (five per cent) of the amount agreed for the Goods or Services for each week's delay up to the delivery date of the Goods or completion of the Services, without prejudice to any claims for further compensation;
- (iv) request compensation for any additional damage it sustains caused directly or indirectly by the delivery of the Goods or the performance of the Services being delayed, not carried out, incomplete or nonconforming, including but not limited to damage due to no production and all additional costs sustained by Pikdare to purchase the Goods or Services from other suppliers as a result of breach by the Supplier.

4.9 In the event of a delay in the deliveries of the Goods or performance of the Services due to causes of force majeure indicated in Article 14 below, the Supplier undertakes to promptly notify Pikdare in writing and demonstrate the existence of such circumstances. In the absence of said, no request to extend the delivery deadline indicated in the Purchase Orders may be accepted. In the event that a new delivery term is agreed in writing between the Parties and this term is not met by the Supplier or in the case that the delay in the deliveries of the Goods or performance of the Services continues for a period of more than 5 (five) working days, the party not affected by the force majeure event will have the right to terminate the related Contract with notice of 15 (fifteen) working days.

4.10 The remedies in Article 4 are additional and do not replace other remedies contemplated by applicable law in favour of Pikdare, such as the right to take legal action to ensure that Contracts are honoured.

4.11 Pikdare, as well as notified bodies and competent authorities, will have the right to access, where strictly necessary, also without giving prior notice, the premises of the Supplier and/or any sub-suppliers to verify compliance with the provisions of the General terms, the Technical Specifications and Purchase Orders and aspects to manage quality concerning the design, development, production and sale of the Goods, if said are specific requirements of regulations applicable to the individual Goods. If inspections and controls as above are refused, or if Pikdare establishes that the agreements in the General Terms, Technical Specifications, Purchase Orders and controls on quality management aspects have not been observed, Pikdare will have the right to terminate the related Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right of Pikdare to claim compensation for damage sustained.

4.12 Unless specifically authorised in writing in advance by Pikdare, the Supplier is strictly prohibited from using, entirely or in part, sub-suppliers. In the event of the use of sub-suppliers authorised by Pikdare, the sub-supplier will undertake all obligations and will be required to comply with all provisions in the Purchase Orders, without prejudice to the Supplier being jointly responsible with the sub-supplier for precisely, specifically and completely meeting the obligations in the related Contracts.

4.13 The Supplier undertakes to ensure that the packaging of the Goods is appropriate for the Goods supplied and the planned transport: consequently the Supplier will be liable for all damages due to packaging defects. If for any reason not attributable to Pikdare, the Goods must be returned to the Supplier, the Supplier will be liable for all costs for packaging, loading and shipment to return the Goods to it and will be required to indicate, as requested, the address and procedures for the return.

4.14 Pikdare may, in the event that customers extend or delay orders, suspend all or part of the Purchase Order, giving written notice to the Supplier ("**Notice of Suspension**"), and will not be liable in any way or obliged to pay compensation. The Notice of Suspension will indicate which part of the Purchase Order must be suspended, as well as the start and end date of the suspension ("**Suspension Period**"). From when it receives the Suspension Notice from the Supplier, (i) Pikdare will be released of any obligation arising from the Purchase Orders suspended up to the end of the Suspension Period, and may not be considered liable for any cost, expense or change sustained by the Supplier before the Suspension Period in relation to the suspended Purchase Order or during the Suspension Period; and (ii) the Supplier will be released from all obligations arising from the suspended Purchase Order until the end of the Suspension Period.

Pikdare may at any time lift the suspension of all or part of the works suspended by the Suspension Notice, indicating the date when works will resume. From this date, the Supplier will resume performance of the Purchase Orders.

5. Prices and payments

5.1 The amount of the price for the Goods and/or Services of the supply will be indicated in the Purchase Orders or established in separate agreements written between the Parties. The prices indicated in the

Purchase Orders accepted pursuant to Article 3.2 will be fixed and not subject to revisions or adjustments. Similarly, once prices have been agreed for a certain period, they will be fixed and not subject to revisions or adjustments for the agreed on period, unless otherwise agreed between the Parties to be indicated in detail in the Purchase Orders.

- 5.2 The price established pursuant to Article 5.1 shall be considered as including any cost or expense. Additional costs and expenses will be paid to the Supplier only if previously authorised by Pikkdare in writing and following the presentation of suitable justifying documentation.
- 5.3 Unless otherwise agreed, the prices are to be considered as delivery “duty paid” (DDP – INCOTERMS 2020) and include the packaging necessary to guarantee the product remains intact. Value added tax (VAT) is excluded, unless otherwise specified.
- 5.4 The terms and procedures of payment will be indicated in the Purchase Orders or established in separate agreements written between the Parties. In the absence thereof, payment will be made by bank transfer no later than 120 (one hundred and twenty) days from the end of the month in which the invoice and a copy of the bill of lading (where applicable) are received. Payment will in any case be subject to the delivery of the Goods and/or original of the bill of lading (where applicable) to Pikkdare.

6. Quality Guarantees of the Goods

- 6.1 The Supplier guarantees that, on delivery and for the entire Warranty Period, the Goods will:
 - a) conform to applicable regulations, the internationally recognised state-of-the-art and best safety standards;
 - b) conform to the provisions of the General Terms, Purchase Orders and Technical Specifications;
 - c) be free from design, manufacturing or storage defects;
 - d) be compatible with any parts that are assembled or mounted on the Goods according to the Technical Specifications or other information supplied by Pikkdare;
 - e) be suitable for their normal intended use or for other uses intended by Pikkdare and which shall be notified to the Supplier;
 - f) conform to the characteristics and qualities of items presented by the Supplier as samples or models.
- 6.1.1 If the Goods come under the scope of the REACH regulation, Regulation (EC) No 1907/2006, the Supplier also guarantees that the Goods:
 - a) are supplied in compliance with the pre-registration/registration requirements of the REACH regulation (EC) No 1907/2006;
 - b) are supplied with the related safety datasheet and label in Italian and updated to legal provisions;
 - c) do not contain substances in the SVHC candidate list (in concentrations > 0.1%), the presence of which has not been appropriately notified;
 - d) if substances included in the SVHC candidate list have a concentration above 0.1% w/w, detailed information shall be provided on the nature and presence of these substances in the products and/or related components and materials in order for PIKDARE to deal with the corresponding registration in the European SCIP database;
 - e) are supplied in full compliance with the specific restrictions indicated in Annex XVII to REACH.
- 6.1.2 The Supplier declares and guarantees that the Goods conform, where applicable depending on the circumstances:
 - a) to the Medical Devices Directive 93/42/EEC, enacted in Italy with Legislative Decree no. 46 of 24 February 1997 as amended and further amended by Directive 2007/47/EC, enacted in Italy with Legislative Decree no. 37 of 25.01.2010, as well as, depending on the circumstances, Regulation (EU) 745/2017 (MDR), amended by Regulation (EU) 2020/561, starting from the respective date of entry into force and application;
 - b) to Directive 98/79/EC on in vitro diagnostic medical devices, enacted in Italy with Legislative Decree no. 332 of 8 February 2000, amended by Legislative Decree no. 37 of 25.01.2010, enacting Directive 2007/47/EC, as well as, depending on the circumstances, Regulation (EU) 746/2017 (IVDR), starting from the respective date of entry into force and application;
 - c) to Regulation (EC) No 1223/2009 on cosmetics;

- d) to the Decree of the President of the Republic of Italy no. 392 of 6 October 1998 on Medical and Surgical Supplies;
 - e) to Directive 2014/35/EU (Low Voltage Directive) and Directive 2014/30/EU (Electromagnetic Compatibility Directive) amended by Regulation (EU) 2018/1139 on electrical and electronic products;
 - f) to Directive 2014/53/EU (Radio Equipment Directive), amended by Regulation (EU) 2018/1139 on electrical and electronic products;
 - g) to Regulation (EU) No 528/2012 on biocides;
 - h) to Regulation (EU) No 2016/425 on personal protective equipment.
- 6.2 The guarantees of the Supplier indicated in Articles 6.1 / 6.1.1 and 6.1.2 will start from the date of delivery of the Goods to Pikedare and will remain in effect for the period agreed in writing between the Parties, or, if an expiry date is not provided for, for the entire useful life of the product (the **“Warranty Period”**).
- 6.3 If the Goods are faulty or do not conform to the guarantees provided for in Articles 6.1 / 6.1.1 and 6.1.2, Pikedare will have the right, at its discretion, to adopt the following remedies:
- a) request the elimination of the defects or nonconformity or the replacement of the nonconforming Goods or the entire lot they are a part of, at the expense of the Supplier within a deadline indicated by Pikedare;
 - b) request a reasonable reduction in the price of the nonconforming Goods or of the lot in which the nonconforming Goods were detected;
 - c) notify termination of the Contract due to breach related to the nonconforming Goods or to the Goods of the lot in which the nonconforming Goods were detected, refuse the payment of the purchase price and request the return of any amounts already paid by Pikedare in relation to the faulty or nonconforming Goods.
- 6.4 The circumstance where Pikedare has requested the nonconformity to be eliminated pursuant to Article 6.3(a) does not prevent Pikedare from exercising the rights provided for in Articles 6.3(b) and 6.3(c) if the Supplier does not eliminate the defects or replace the faulty Goods within the deadline established by Pikedare.
- 6.5 If any case, in addition to the remedies provided for in Article 6.3, if the Goods do not conform to the guarantees provided for in Articles 6.1 / 6.1.1 and 6.1.2, Pikedare will have the right to:
- a) suspend payments owing to the Supplier in relation to the nonconforming Goods of the lot(s) in which the nonconforming Goods were detected;
 - b) if the Defect Rate is higher than 3%, apply a penalty equal to 10% (ten per cent) of the aggregate price of the Goods delivered by the Supplier to Pikedare to perform the Purchase Order which the faulty Goods refer to, without prejudice to the right to claim further compensation;
 - c) pay compensation for all direct and indirect damage arising from the faulty or nonconforming Goods.
- 6.6 If the Goods already placed on the market are identified as faulty, do not conform to the Technical Specifications or in any case are hazardous, the Supplier undertakes to cooperate with any campaign to recall or withdraw the Goods from the market that Pikedare has to implement and to reimburse Pikedare the costs of the recall campaign, including the cost of the hours/work of Pikedare personnel and external consultants for the recall campaign.
- 6.7 The guarantees and remedies specifically provided for in Article 6 shall be considered as additional and not as replacements of other remedies and guarantees provided for by law if the Goods are faulty or nonconforming. In departure from Article 1512 of the Italian Civil Code, the deadline for reporting faults or nonconformities of the Goods is 60 (sixty) days from the discovery of said.

7. Intellectual property and administrative authorisations

- 7.1 The Supplier declares and guarantees:
- a) that the Goods, their components and accessories do not infringe in any way patents, marks, models, copyright or other intellectual and industrial property rights of third parties;
 - b) that it owns or has acquired all rights, licences and authorisation (in view of national and international legislation in force on copyright and intellectual copyright in general), necessary for

the production/supply as well as for the use and exploitation of the Goods and is lawfully entitled to transfer to Pikdare all rights to use, incorporate and market the Goods and use and reproduce the Results.

- 7.2 In the event that an application from a third party or an investigation or decision of the judicial or administrative authorities confirm, establish or imply that the requirements in Article 7.1 are not met, even on a temporary or precautionary basis, or concern or have the effect of making it impossible to use the Results or market the Goods or any products in which the Goods or Results are incorporated as a result of the requirements in Article 7.1 not being met, in addition to the remedies provided for in Article 8, Pikdare will have the right to terminate the Contracts related to the Goods or Results to which the breach of the warranty refers, pursuant to Article 1456 of the Civil Code.
- 7.3 The Supplier exclusively transfers all intellectual property rights to the Results to Pikdare, whether they may be protected or otherwise by a patent, copyright or other forms of patent rights, without geographic and time limits. The amount paid for the performance of the Services includes the amount for the transfer of intellectual property rights to the Results.
- 7.4 The Parties also agree that Pikdare may use, whenever necessary, without geographic and time limits, the logo of the Supplier and images of the Goods, also through affixing said in hard copy and/or digital catalogues. The amount paid for the sale of the Goods includes the amount for the right of use referred to herein.
- 7.5 The Supplier recognises and acknowledges that neither these General Terms nor the Contracts imply or entail in any way a transfer or a granting of a licence to the Supplier for the intellectual property rights of Pikdare.

8. Compensation and indemnity

- 8.1 The Supplier, without exception, undertakes to pay compensation and hold harmless and indemnify Pikdare and its Subsidiaries from any loss, direct and indirect damage, cost, expense or liability, demands and claims made by third parties and any consequent cost, including legal fees, regardless of the cause or grounds, which are a direct or indirect consequence of:
- the breach of the Supplier's obligations pursuant to Article 4.1;
 - the breach of the guarantees provided for in Articles 6.1 / 6.1.1, 6.1.2 or 7.1;
 - the breach of the Supplier's obligations pursuant to Article 9;
 - the need to take action against third party claims, if considered to have grounds, would constitute a breach of the guarantees and obligations of the Supplier provided for in Articles 6.1 / 6.1.1, 6.1.2 7.1 or 9;
 - any other breach of the Contracts, Technical Specifications and General Terms.
- 8.2 In particular and by way of example, the Supplier will indemnify and hold harmless Pikdare from all product liability (and any recalls of said), of Pikdare as a result of the defects of the Goods.
- 8.3 The obligation to indemnify and hold harmless Pikdare as provided for herein is not subject to the time limitation of the Warranty Period.

9. Employees and tax

- 9.1 In performing the Services and producing the goods, the Supplier will observe the following obligations:
- regularly pay its staff and diligently apply applicable labour contracts and collective bargaining agreements, and duly meet its social security and welfare obligations pursuant to all applicable legal provisions.
 - diligently apply regulations on occupational health and safety and the environment, as well as the provisions in the Code of Ethics of Pikdare attached to these General Terms (**Attachment A**);
 - give Pikdare on the acceptance of each Purchase Order and, if the performance of the Services continues for a period of at least three months, subsequently on a quarterly basis, certification proving the payment of social security and welfare contributions of employees and/or staff that will work to perform the Purchase Order (DURC - single social security and welfare payment

certificate), as well as documents proving registration with INAIL (the Italian National Institute for Insurance Against Accidents at Work) and related payments of premiums;

- d) ensure its employees and/or staff that work pursuant to this contract diligently observe occupational safety regulations (in particular Legislative Decree 81/08);
- e) duly pay withholding tax on income from work related to the personnel used to perform the Services, as well as VAT and all direct and indirect taxes related to the Services.

- 9.2 As a condition for the payment of amounts owing to the Supplier, said will be required, on request of Pikkdare, to provide documentary evidence of having met the obligations in Article 9.1.
- 9.3 The Supplier declares it has the "DURF" certificate (Certificate of tax payments in the contracts sector) pursuant to Article 17-bis, paragraph 5, Legislative Decree 241/ 1997, introduced by the so-called "2019 Tax Decree" (Decree Law 124/2019 converted into Law no. 157/2019), of which a valid copy shall be delivered on request of Pikkdare within 2 (two) days. The Supplier is also required, every four months, during the performance of the contract, to give Pikkdare a copy of the updated DURF.
- 9.4 The Supplier, without exception, undertakes to indemnify and hold harmless Pikkdare and its subsidiaries from any claim and any consequent charge, regardless of the cause or grounds, made by any employee and/or staff member or by employees of any subcontractors of the Supplier and/or of social security and welfare institutes and/or administrative organisations or by any other public office/authority for the performance of any kind of service concerning this Contract, including but not limited to the payment of remuneration, social security and welfare payments, insurance premiums, post-employment benefits and any other indemnity incidental to the relationship of employment or work with the Supplier, including any claims for compensation for damages.

10. Termination due to breach

- 10.1 Pikkdare may at any time notify the termination of the Contracts pursuant to Article 1456 of the Italian Civil Code giving written notice to the Supplier and with effect from the date that Pikkdare will indicate in said notice, if the Supplier:
 - (a) is in breach of the obligations on non-disclosure and limitation on use indicated in Articles 11.2 and 11.3;
 - (b) becomes an associate, partner or is subject to any form of control, even indirect, of a competitor of Pikkdare;
 - (c) is in breach of the obligations indicated in Article 9.1;
 - (d) is in breach of the obligations on the non-transferability of amounts owing and Contracts indicated in Article 3.8;
 - (e) adopts a conduct that seriously harms the reputation and goodwill of Pikkdare and its products.
- 10.2 The termination of the contract will take effect only for supplies not yet undertaken at the date of termination of said.

11. Privacy

- 11.1 The Supplier acknowledges and recognises that Pikkdare is the owner of Confidential Information and the owner of all related intellectual property rights.
- 11.2 The Supplier is required to:
 - (a) keep confidential and not disclose to third parties any Confidential Information;
 - (b) adopt all measures and precautions reasonably necessary and appropriate to prevent the disclosure and unauthorised use of Confidential Information;
 - (c) immediately return all documents containing Confidential Information and destroy any hard copy or copy or any other medium, at the end of the supply, or even beforehand on request of Pikkdare;
 - (d) use Confidential Information only as necessary for the performance of the Contracts;
 - (e) not reproduce or copy Confidential Information unless specifically authorised by Pikkdare;
 - (f) not patent, nor register as a mark, design or model any information or data contained in Confidential Information;
 - (g) limit the circulation of Confidential Information within its own organisation only to employees whose duties justify the need to know said Confidential Information;
 - (h) inform employees within its own organisation that become aware of Confidential Information of related non-disclosure obligations;

(i) not develop for third parties and/or supply to third parties, for any reason whatsoever, directly or indirectly, products produced using Confidential Information;

(j) require and guarantee that any third party to whom the Supplier must send Confidential Information regarding the performance of the Contracts, complies with the obligations arising from this article, without prejudice to the Supplier being responsible to Pkdare for any breach of the obligations in Article 11 in relation to the Confidential Information committed by the aforesaid third party.

11.3 Neither the General terms nor the disclosure of Confidential Information as indicated herein will be interpreted as a source for the Supplier of rightful ownership to licences for patents, patent applications or any other industrial property right regarding the information and data included in the Confidential Information.

12. Insurance

12.1 Without prejudice to the responsibility of the Supplier to Pkdare, the Supplier undertakes to sign and maintain for the duration of business relations between the Parties an adequate insurance policy to cover third party liability arising from the sale of the Goods or the performance of the Services, with a limit of liability in proportion to the value of the Goods or Services and the damage that Pkdare and/or third parties could sustain from the Goods or Services.

12.2 On request of Pkdare, the Supplier will give Pkdare a copy of the insurance policy indicated in Article 12.1 and of the payment certificate and related premium.

13. Applicable law and place of jurisdiction

13.1 The General Terms and Contracts are governed by Italian law.

13.2 All disputes that may arise between the Parties and which cannot be settled amicably will be submitted to the exclusive jurisdiction of the court of Como.

13.3 Pkdare, at its discretion, will have the right to waive the exclusive jurisdiction indicated in Article 13.2 and submit the dispute to the court where the defendant is resident or to any other competent course based on ordinary criteria of the division of jurisdiction and competence.

14. Force Majeure

14.1 The failure by a Party to meet the obligations if prevented by objective circumstances that occur beyond its control, including but not limited to pandemics, epidemics, wars, fires, flooding, general strikes, lockouts, embargoes, orders of the Public Authorities, that make it impossible to obtain raw materials or energy for manufacturing, will not constitute a breach of these General Terms or the Contracts.

14.2 Under no circumstances will delays or breaches of any sub-suppliers of the Supplier be considered as beyond the control of the Supplier pursuant to the previous paragraph.

14.3 The Supplier will perform the Contracts with complete management and organisational autonomy. Under no circumstances may the General Terms or Purchase Orders give rise to corporate, agency, organisation, association or joint venture relations between the Parties, each of whom will retain its own autonomy for the purposes of management, tax obligations and social security payments, nor may they give the Supplier any power of representation in the name of Pkdare.

15. Processing of personal data

15.1 Each Party undertakes to process the personal data collected and/or processed, in relation to the negotiation, signing and performance of the Contracts ("**Personal Data**") in compliance with the provisions in Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR), as well as in compliance with the Data Protection Code (Legislative Decree 196/2003 as amended) and measures of the Data Protection Authority ("**Applicable Privacy Legislation**").

15.2 Each Party will process the Personal Data collected pursuant to the above paragraph in a capacity as the independent controller in compliance with applicable privacy legislation. The Personal Data will be processed according to principles of loyalty, fairness, transparency and confidentiality and will be used and/or sent exclusively for the purpose of performing related Contracts and for meeting ensuing legal obligations.

- 15.3 Without prejudice to the above, the Parties undertake (i) to process all Personal Data and information exchanged in said, for the entire duration of the Contracts, in good faith and with the utmost diligence, adopting, pursuant to applicable privacy legislation, all security, technical and organisational measures to ensure a level of security appropriate to the risk; and (ii) to not disclose the aforesaid Personal Data and information to third parties, unless for purposes strictly related to the object and obligations of the Contracts.
- 15.4 In relation to the processing by Pkdare of the data of the Supplier and its employees, staff and subjects however involved in the performance of the Contracts, Pkdare provides the privacy notice in **Attachment B** to these General Terms. The supplier will be solely liable for providing said privacy notice to each employee and/or staff member and/or any other subject however involved in the performance of the Contracts whose data must be notified to Pkdare for the purposes of the performance of the related Contracts.
- 16. Legislative Decree 231/2001**
- 16.1 The Supplier, acknowledging that Legislative Decree no. 231 of 8 June 2001 (“**Decree 231/01**”) is in force in Italy, declares that it is familiar with the Compliance Programme and Code of Ethics, which is an integral part, adopted by Pkdare in conformity to the aforesaid legislation and available on the website www.pikdare.com.
- 16.2 Based on the above, the Supplier undertakes on its own behalf and on behalf of persons that have representation, administration or management positions or that carry out, even de facto, management and control functions within the company, as well as its employees and/or staff:
- a) to not adopt, contribute to give rise to a conduct which, considered individually or collectively, may constitute, directly or indirectly, the crimes contemplated in Legislative Directive 231/2001;
 - b) to not adopt a conduct or make omissions which, even if not constituting crimes in themselves, may constitute the condition or may potentially be part of a conduct not conforming to the provisions of the Compliance Programme and Code of Ethics adopted by Pkdare from which liability may arise pursuant to the aforesaid Decree 231/2001;
 - c) to comply with the general rules of conduct indicated in the Compliance Programme and Code of Ethics for the entire duration of the Contract or in any case its relationship with Pkdare in order to avoid the occurrence of the circumstances in points a) and b) above.
- 16.3 The Supplier also declares it is aware of the fact that compliance with these rules of general conduct and with the Code of Ethics is essential for the company organisation of Pkdare and a condition for the latter to sign the Contract.
- 16.4 If the Supplier fails to observe these provisions, which may be detrimental to Pkdare for the purposes of Legislative Decree 231/2001, Pkdare may notify the Supplier to remedy the breach within a deadline of fifteen (15) days from the receipt of the notice to perform and placing in default.
- 16.5 If the Supplier has not remedied its breach within the above deadline or repeats the breach, the Contract will be considered as lawfully terminated.

The Supplier

Name / business name: _____

Registered office: _____

VAT registration number / Companies' Register no.: _____



Name of the signing party: _____

Position: _____

Date: _____

Signature: _____

The Supplier specifically approves the following clauses of the General Terms:

Articles 3.8 (right to withdraw of Pikdare in the event of the Supplier's technical unsuitability or financial difficulty) Article 3.9 (non-transferability by the Supplier of the Contracts and amounts due to it from Pikdare), Article 3.10 (right of withdrawal of Pikdare in relation to stages following on from the first stage, in the case of Services), Article 4.8 (right of Pikdare to suspend payments in favour of the Supplier and to apply a penalty if delivery of the Goods or the performance of the Services by the Supplier are delayed, not carried out, incomplete or nonconforming), Article 4.12 (prohibition of the Supplier to use sub-suppliers in the absence of prior written authorisation from Pikdare), Article 4.14 (right of Pikdare to suspend the Purchase Order excluding any liability or obligation or indemnification on its part in the case of Pikdare customers extending or delaying orders) Article 6.5 (right of Pikdare to suspend payments due to the Supplier in relation to nonconforming Goods), Article 8.1 (obligation of the Supplier to compensate and hold harmless Pikdare from any loss, damage, cost, expense or liability in the event the Supplier breaches certain obligations of the General Terms) Article 9.4 (obligation of the Supplier to compensate and hold harmless Pikdare from any loss, harm, cost, expense or liability in the event of claims made by employees of the Supplier or any sub-suppliers, or any welfare, social security and/or administrative organisation), Article 10.1 (right of Pikdare to terminate the Contract in the case of certain serious breaches of the Supplier), Article 11.2 (non-disclosure of the Supplier), Article 13 (exclusive jurisdiction of the Court of Como)

The Supplier



ATTACHMENT A
CODE OF ETHICS

PIKDARE S.p.A.

CODE OF ETHICS

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1. INTRODUCTION

With this Code of Ethics (the "Code"), Pikkdare S.p.A. (hereinafter also referred to as "Pikkdare" or the "Company") intends to formally establish the set of fundamental ethical values that underpin the conduct of its activities, as well as its rights, duties and responsibilities with regard to those parties with which it comes into contact whilst pursuing its business objectives.

This Code is an official Company document which has been approved by the Board of Directors.

In order to protect its image and safeguard its resources, the Company does not enter into relations of any kind with subjects who do not intend to operate in strict compliance with current regulations and/or who refuse to comply with the ethical principles and rules of conduct as set out in this Code.

2. TARGET RECIPIENTS

The provisions detailed in this Code shall apply to all parties without exception, including directors, managers, employees, representatives, associates, suppliers and all those who - whether directly or indirectly, permanently or temporarily - are called upon to operate under any of the above (the "Recipients").

The Code also provides appropriate measures to be taken in order to sanction any conduct not in line with its provisions; these sanctions shall be proportionate to the gravity of the aforementioned behaviour.

Compliance with the ethical guidelines provided is fundamental to ensuring the integrity of the Company's conduct towards shareholders, customers and, more generally, within the social and economic context in which the Company operates.

The adoption of a number of specific behaviour principles, to be observed in all dealings with public bodies, the market and with third parties, is testament to the Company's commitment to preventing the commission of the offences referred to in the Italian Legislative Decree no. 231/2001 and subsequent amendments.

This Code has been prepared expressly to respond to the conditions stipulated in the aforementioned legislation, and should be regarded as a code of conduct, the observance of which by all company representatives is crucial to the proper function, integrity and reputation of the Company.

The Company shall disclose the Code of Ethics to all those with whom it has a business relationship, via the means of communication intended for this purpose.

Where any uncertainty exists with regard to the application of the principles contained in this Code of Ethics, or in case of doubt pertaining to compliance with these principles, all Recipients should contact their manager, or request clarification from the Human Resources Department and/or the Legal Department.

3. ETHICAL PRINCIPLES OF REFERENCE

3.1 Introduction

Relationships and conduct at all levels must be characterised by the principles of legality, honesty, fairness, integrity, confidentiality, transparency and mutual respect. The actions of Pikkdare as a company and of its staff must comply with these principles, even when working in foreign countries, and all parties must act in accordance with the laws and regulations in force in these countries.



The rules set out in this Code do not replace the fundamental duties of employees, but rather, are intended to complement these. This Code does not exempt any party from the observance of the principles of the relevant civil, criminal, administrative and contractual laws in force.

3.2 Purpose

The purpose of the Code with regard to conduct in business activities can be summarised as follows:

- to emphasise the need for an ethical approach to the business activities carried out by and on behalf of the Company, upholding the ethical principles and specific values of the same;
- to translate the Company's principles of conduct into practice, through constant application of these principles when performing business activities;
- to support the Company's commitment to ensuring that it is managed in a sound and proper manner, protecting its integrity for the benefit of all stakeholders;
- since the moral integrity of the Company's employees is the basis of the latter's relationships with business partners, customers, suppliers and the community itself, employees are required to strictly observe all principles of ethical behaviour when carrying out their professional duties.

3.3 General principles

The Company regards compliance with laws and regulations as a fundamental principle; accordingly, all Company employees must undertake to respect all laws and regulations in force.

This commitment also applies to suppliers, customers and anyone else who may come into contact with the Company. The latter shall not commence or continue any relationship with any party failing to adhere to the principle of strict compliance with all legal requirements.

Employees must ensure that they are fully aware of the laws and regulations in force, and of the consequent behaviours expected of them; where any element of doubt exists as to how to behave, the Company undertakes to provide employees with adequate information in this regard.

Ethics does not consist simply in identifying what is legal in a given situation; it also entails behaving in a manner which is morally correct and responsible when carrying out business activities, without compromising our moral principles (honesty, legality, loyalty, reliability, mutual respect and dignity, responsibility, transparency).

All Company employees must act with integrity and be open, honest and fair in all aspects of their work, and shall expect the same behaviour from all those with whom they do business.

3.3.1. Human resource development, personal integrity and ensuring health and safety at work

Pikdare protects and promotes the value of its human resources with a view to developing and increasing the wealth of expertise of each employee, contractor and third party working with the Company, as well as promoting respect for the psycho-physical, moral and cultural integrity of each person.

The Company is dedicated to providing working conditions that respect individual dignity, as well as ensuring a safe working environment for all employees and associates; furthermore, the Company is also committed to protecting and promoting the value of its human resources, in order to improve and increase the skill set of each and every Company employee and associate.



3.3.2 Legality

In pursuing its business activities, the Company acts in full compliance with the law and with all applicable regulations in force in the territories in which it operates, as well as with this Code and with all other relevant corporate procedures, applying each of these in an honest and fair manner.

3.3.3 Confidentiality

The Company is dedicated to ensuring the confidentiality of all information and personal data processed, and to protecting any information acquired during the performance of professional services and activities.

The Company will not use the information obtained for its own interests in order to gain undue profit, in a manner contrary to the provisions of law, or in any way which could prove detrimental to the Company's objectives.

In addition to this, staff is required to refrain from using confidential information for purposes unrelated to the performance of their professional activities.

3.3.4 Honesty and fairness

The pursuit of Company interests can never be used to justify conduct which could be deemed contrary to the principles of fairness and honesty.

Relations with the Company's stakeholders are based on fairness, cooperation, loyalty and mutual respect.

Directors, managers, employees and consultants of the Company are to pursue their professional activities in the interests of the same, and must not accept gifts, donations or profit from this activity, or allow themselves to succumb to any form of pressure that steers their conduct towards external interests unrelated to those of the Company.

The Company also champions the dignity, autonomy and value of all employees.

3.3.5 Responsibility towards the public and society as a whole

The Company is aware of the effects of its activities on the local environment, on socio-economic development and on the general welfare of the community in which it operates, and is dedicated to prioritising the legitimate interests of the community in its operations.

For this reason, the Company strives to invest in a manner which is consistent with respect for the environment and for the needs of both local and national communities, while supporting initiatives of scientific, cultural and social value, in order to achieve continuous improvement with regard to the reputation and the social acceptance of the Company.

3.3.6 Transparency

The Company undertakes to inform all stakeholders of developments in its situation and with regard to economic and operating performance in a clear, timely and transparent manner, without favouring any particular group or individual over another, so that all stakeholders are able to make independent and informed decisions.



3.3.7 Combating corruption and conflicts of interest

In line with the key values of honesty and transparency, the Company is committed to implementing all necessary measures to prevent and avoid corruption and conflicts of interest.

The latter of these arises when a colleague or associate attempts to achieve an interest which differs from those which are equitably distributed among stakeholders, or when he/she seeks to gain "personal" benefit from the Company's business opportunities, as well as when representatives of customers, suppliers or public institutions behave in a manner which contradicts the duty of trust connected with their position.

Furthermore, acceptance or payment of sums of money, any other forms of corruption or the acceptance or granting of gifts or favours to or by third parties in order to procure direct or indirect benefits for the Company is prohibited.

Specifically, when dealing with all counter-parties (suppliers, customers, stakeholders, etc.), representatives, employees, agents and/or associates are forbidden from paying or offering (either directly or through third parties) donations, gifts, job opportunities or any other form of benefit in order to compensate or provide payment for any act which is contrary to their official or professional duties.

3.3.8 Quality of products and services

The primary purpose of the Company is to provide the maximum achievable satisfaction to all customers whilst safeguarding their rights and wishes, and as such, Pikedare focuses on fulfilling any requests that could help to improve the quality of products and services.

Accordingly, the Company is therefore committed to remaining attentive to the mutable needs of the market and to constantly improving the quality of the products and services offered. To this end, Pikedare's research, development, manufacturing and marketing activities are based on the highest quality standards.

3.3.9 Fairness and propriety in contract management

With reference to the Company's existing relationships, anyone acting in the name of and on behalf of the Company must avoid taking advantage of any contractual oversights or shortcomings or other unforeseen situations in order to renegotiate contracts, exploiting the position of dependency or inferiority in which the interlocutor may find themselves.

3.3.10 Diligence

The Company is committed to conducting its business with the diligence required by the nature of its tasks and functions, with the highest professional dedication to achieving the established objectives, making full use of the tools and time at its disposal and assuming the responsibilities which relate to its role and tasks. In addition, each recipient of this Code is also responsible for remaining abreast and up-to-date with all relevant developments.

The Company also undertakes not to exploit the ignorance or incapacity of interlocutors for its own benefit, and is dedicated to ensuring that contracts and work assignments are carried out according to the terms and provisions established consciously and freely between the parties.

3.3.11 Impartiality

The Company is committed to avoiding any form of discrimination in its relations with stakeholders, regardless of whether it relates to age, sex, sexuality, health status, marital status, race, political views and/or religious beliefs.



3.3.12 Safeguarding the environment

The environment is a fundamental asset which must be protected; in line with this principle, the Company programmes its activities with a view to achieving the best possible balance between economic initiatives and environmental requirements, in consideration of both present and future generations.

The Company therefore undertakes to prevent risk to the population and to the environment, acting not only in compliance with current legislation but also in consideration of the latest developments in scientific research and experience gained in the field.

To this purpose, the Company has established a number of specific internal procedures, which set out the guidelines which must be followed in order to adequately manage the most significant environmental aspects with regard to its business activities.

In addition, the Company carries out regular environmental audits, in order to check compliance with environmental legislation and to ensure that its activities do not pose a risk to the environment, and to prevent any negative impact on its surroundings.

The Company is also dedicated to monitoring its energy, raw materials and water consumption and the levels of waste generated on a regular basis, in order to reduce the environmental impacts connected with these factors by identifying appropriate measures for improvement.

4. PRINCIPLES OF CONDUCT IN RELATIONS WITH EMPLOYEES

The Company considers respect for individuals and for their professional development to be of primary importance, together with the awareness that the relational, intellectual, organisational and technical skills of each employee and associate constitute a real advantage and a strategic resource for Pikkdare.

Pikkdare prides itself on its willingness to work as a team, tackling each problem that arises from a number of different perspectives and uniting all of the resources, professional skills, personal experience and potential in the Company (including that of the youngest employees).

In 1998, the Company drew up and implemented its own Code of Conduct, which aims to ensure that all fundamental human and trade union rights are respected at all times, as well as promoting environmental protection and prioritising the health and safety of employees. The Code of Conduct compels the Company to enforce these rules both within Pikkdare and with respect to the companies with which it collaborates for the manufacture of its products, above all with regard to health and safety of employees, hours, wages and child labour.

In the line of service, Company employees must observe the general principles of conduct when interacting with stakeholders, as well as the rules contained within the various contracts, in full respect of their own technical autonomy.

To this purpose, when engaging in relationships with managers, employees and associates, the Company draws inspiration from a number of key principles, which are described below.

4.1 Selection and management of staff

Personnel are recruited on the basis of the adequacy of each candidate's profile to the requirements of the role and the needs of the Company as a whole.

As such, the staff recruitment and selection process is founded exclusively on the criteria of objectivity, fairness and transparency, ensuring equal opportunities for all and avoiding any form of favouritism, nepotism and/or cronyism.



The information requested from applicants is that which is necessary and adequate in order to verify candidates' professional and psychological aptitudes, in full respect of the privacy and opinions of the candidate.

The decisions taken with regard to the management and development of personnel, as well as the choices made during the selection phase, are based on the conformity between the desired profile and the actual attributes of each employee, in accordance with the regulations in force on this matter and on the basis of objective considerations regarding the levels of performance expected and those demonstrated.

The Company prohibits any and all forms of psychological, physical or sexual harassment by or towards its managers, employees, associates, suppliers, customers or visitors. The term "harassment" refers to any form of intimidation or threat that could prevent the smooth and problem-free performance of professional duties or which constitutes an abuse of a position of authority.

Any person who believes that he/she has been subjected to harassment or discrimination for any reason can report this to the Supervisory Board.

Any act of retaliation against an employee who refuses, complains or reports such unpleasant behaviour is strictly prohibited.

4.2 Health, safety and the environment

Since its establishment, the Company has been committed to promoting, disseminating and consolidating a culture of health and safety in the workplace, fostering awareness of risks and encouraging responsible behaviour by all employees; Pikkdare also focuses on prevention activities, in order to ensure the highest possible health and safety standards for employees.

The Company is dedicated to maintaining its commitment to safeguarding the environment, and pays particular attention to the planning and management of environments and workplaces, ensuring that these are adequate from the perspective of the safety and health of employees, and that they comply with both national and international directives on this issue.

Particular attention is paid to protecting the environment in general by limiting the possible environmental impacts of the Company's business activities, as well as supporting sustainable development.

All staff (managers, employees and associates) must comply with the environmental procedures that are applicable to their activities, as well as with current environmental legislation.

In no event must any member of staff working for or on behalf of the Company perform acts that could cause environmental damage, even at the request of a superior.

Any member of staff who becomes aware of an event, situation or behaviour that could pose a risk to the environment must inform their superior; if the issue remains unresolved, or if the employee does not feel comfortable turning to his/her direct superior, he/she must report to the Supervisory Board.

No measures must be introduced that could prevent or obstruct inspections or similar activities carried out by external control bodies, such as the ASL (local health organisation), ARPA (the regional environmental protection agency), the provincial police, forestry officials, etc., or by specialised companies or professionals specifically appointed by the Company in order to carry out internal audits; when dealing with any of the above parties, all staff involved must demonstrate the utmost transparency and fairness.

4.3 Abuse of alcohol or use of drugs.

The Company requires all employees to ensure that the working environment remains respectful of the sensibilities of others. Accordingly, all those who behave in the following manner whilst in the workplace shall be held entirely responsible for their actions:

- attempting to work under the influence of alcohol, drugs or substances with similar effect;

- using or giving others drugs for any reason when carrying out professional activities.

4.4 Privacy Policy

Pikdare complies with the requirements pertaining to the confidentiality of personal data, pursuant to the Italian Legislative Decree no. 196 of 2003, governing the "*Code regarding the protection of personal data*" and subsequent modifications, additions and implementing regulations.

With particular reference to the processing of personal data of employees, the Company has established a number of specific safeguards designed to inform each employee of the nature of the personal data processed by the Company, as well as providing information regarding the methods implemented in order to achieve this objective and the channels of communication used, as well as other general information pertaining to the personal data which regards him/her.

4.5 Duties of managers, employees and associates

4.5.1 Diligence and good faith

Every employee and associate of the company is expected to act loyally and in good faith, and in full respect of the obligations set out in the employment contract. He/she must also ensure that the required levels of performance are delivered, and must contribute his/her personal ideas, proactivity and enthusiasm, all of which are essential to the harmonious and sustainable development of the Company.

In addition, all employees must be aware of and observe all the rules of ethics outlined within this Code, basing all conduct on mutual respect, cooperation and collaboration.

Regardless of the role performed within the company and/or their level of responsibility, all Company employees must possess a proper knowledge of the Company's provisions with regard to environmental protection, safety and hygiene and protection of privacy, and ensure that these principles are put into effect.

"All personnel must take care of their own health and safety and that of other persons present in the workplace and who may be affected by their actions at work, in accordance with their training and the instructions given by their employer" (as set out in Article 20 of Legislative Decree no. 81/08).

4.5.2 Conflict of interests

Employees and associates of the Company are required to avoid situations in which conflicts of interest may arise, and must refrain from carrying out activities that are potentially in conflict with the interests of the Company.

For illustrative purposes only (not to be considered exhaustive), the following constitute conflicts of interest:

- the economic interest - whether overt and covert - of the employee or his/her family members in the activities of suppliers, customers, competitors;
- the exploitation of one's position for interests that are in direct conflict with those of the Company;
- the use of information acquired while carrying out working activities for the employee's own benefit or that of third parties, in conflict with the interests of the Company;

- the performance of working activities of any kind (labour or so-called "intellectual" services) for customers, suppliers, competitors and/or third parties in conflict with the interests of the Company;
- the conclusion, completion or launch of negotiations and/or contracts - in the name of and on behalf of the Company - in which a member of an employee's family or an associate is involved as a counter-party, including legal persons that the employee owns or has a stake in;
- the acceptance of money or other benefits or favour from persons or companies that currently have or intend to establish a business relationship with the Company.

Employees are forbidden from taking personal advantage of business opportunities that they have learned about whilst performing their professional duties within the Company.

Before accepting a consulting, management, administration or other position in favour of another party, or in the event that a conflict or potential conflict of interest arises, each employee is required to inform his/her line manager.

If the issue remains unresolved, or if the employee does not feel comfortable turning to his/her direct superior, he/she must report to the Supervisory Board.

4.5.3 Protection of company assets

Each member of the governing bodies, along with all managers, employees and associates, are required to work diligently to protect all corporate assets.

The above-mentioned parties are also responsible for the protection of corporate resources entrusted to them, and have the duty to promptly inform their direct managers of events which could be potentially damaging for the Company.

Each of the above shall also be held responsible for the corporate assets (both tangible and intangible) that are instrumental to the business activities being performed.

The Company reserves the right to prevent the use of its assets through the use of accounting, reporting, financial control and analysis and risk prevention tools, and to punish this where relevant, except as required by applicable standards (protection of privacy, Italian Workers' Statute, etc.).

Each member of the governing bodies, along with all managers, employees and associates, is required to:

- follow the provisions set out in all corporate policies to the letter;
- always use professional language which is free from any elements that could offend persons and/or damage the corporate image (this applies to both verbal and written communications);
- navigate the internet in strict compliance with the Company's internal rules and regulations in this regard.

4.5.4 Accounting transparency and accuracy

All transactions and operations carried out must be recorded appropriately, and it must be possible to check the decision-making, authorisation and execution processes pertaining to the foregoing.

Each operation must be adequately documented, so that at any moment, controls may be carried out in order to verify the characteristics and reasons for the operation in question. This documentation must identify the party or parties who authorised, performed, recorded and verified the operation itself.



Accounts must be kept in an accurate, comprehensive and timely manner, in accordance with company accounting procedures, with a view to providing a faithful representation of the Company's position with regard to assets, finances and management activities.

The term "accounts" is to be understood to include all documents which contain numerical representations of operational events, including internal expense reimbursement notes.

The information included in the accounts, both general and detailed, must comply with the principles of clarity, transparency, correctness, completeness and accuracy.

Members of staff who become aware of any omissions, errors or falsifications in accounts or accounting records must disclose this to their supervisor without delay.

Employees who are responsible for creating the estimates necessary for account operations must operate with prudence, supported by in-depth knowledge of general accounting methods or of additional methods more specific to the sector concerned, and in any case with the diligence required of experts in this area.

No false or artificial account information may be entered in the accounting records of the Company for any reason.

No measures must be introduced that could prevent or obstruct any inspection or audit activities legally assigned to shareholders, other corporate bodies or auditing companies.

In this regard, the Company undertakes to ensure maximum collaboration and transparency in all relations with the Audit Company and the Board of Statutory Auditors.

No employee may engage in activities that could lead to the commission of any of the above-mentioned offences, even if at the request of a superior.

The responsibility for implementing an effective internal control system is entrusted to the entire organisational structure, as part of which managers are instructed to allow other employees and associates to participate on issues which concern them.

4.5.5 Money laundering, handling and use of money, goods or assets of illicit origin, and self-laundering

The Company strictly prohibits its staff from purchasing, substituting or transferring money, goods or other benefits that they know or suspect to be of illicit origin; furthermore, employees are prohibited from performing any other operations in relation to the above, in order to prevent the identification of the criminal origin thereof.

It is also prohibited to substitute or transfer money, goods or other property resulting from crime, or to carry out any other operations in relation to the foregoing, in order to prevent the identification of the criminal origin thereof. In addition, the use of money, goods or other benefits in economic or financial activities is also forbidden, where it is known or suspected that the aforementioned are of illicit origin;

In this regard, the Company is dedicated to ensuring that employees perform thorough controls on the available information (including financial data) pertaining to counterparties, business partners and group companies in advance, in order to ensure the reliability and legality of their activities, before establishing commercial or financial relations with them. Accordingly, Company staff must always comply fully with all anti-money laundering laws applicable to the Company, as well as with other related laws and regulations.

4.5.6 Salary, benefits and working hours

All wage levels for all categories of personnel employed within the Company shall be equal to or greater than the minimum wage as prescribed by national legislation and by the collective agreements signed with the representative trade unions.

Overtime for workers shall be voluntary, shall not exceed the maximum limit established by national legislation and shall be paid at rates that are equal to or greater than those laid down by national legislation and by the collective agreements signed with the representative trade unions.



The maximum number of hours worked by employees must not exceed the number of hours stipulated by national legislation.

Employees must be permitted to take annual leave, sick leave, maternity leave and other forms of leave pursuant to national law and individual employment contracts and/or collective agreements entered into with representative trade unions, where these are more advantageous to employees.

5. PRINCIPLES OF CONDUCT IN RELATIONS WITH CUSTOMERS

Customers represent the key asset of the Company.

When dealing with customers, Pikedare adheres rigorously to the principles of transparency, accountability, responsibility and quality.

Members of governing bodies, managers, employees, associates and agents of the Company must therefore:

- scrupulously observe the provisions of this Code, as well as the internal procedures relating to the management of relationships with customers, in addition to the contractual provisions established under current regulations;
- ensure the quality and reliability of the products and services offered.

5.1 Contractual relations with customers

Both the Company's contractual relationships and communications with customers are based on the principles of fairness, honesty, professionalism and transparency, and take place in the spirit of full cooperation.

5.2 Customer Satisfaction

The Company considers essential to maintain high quality standards across all of its products and services, with a view to maximising customer satisfaction.

The internal processes and scientific technologies used to develop these products and services support this objective, aided by a process of continuous customer monitoring.

6. PRINCIPLES OF CONDUCT IN RELATIONS WITH STAKEHOLDERS

6.1 Processing of information

The processing of information relating to Company stakeholders is carried out in full compliance with the specific data protection procedures designed to safeguard the confidentiality and privacy of the persons concerned.

In particular, the Company:

- ensures the correct separation and division of roles and responsibilities;
- classifies all information according to level of criticality, adopting adequate measures during each stage of processing;
- insists that confidentiality agreements are signed by all third parties involved in the data handling process.

6.2. External communications

The Company's communications with its stakeholders (including communications which take place through the media) respect all relevant right to information provisions; it is forbidden to divulge false or tendentious comments or information.

Communications and related activities of all forms:

- are founded on the laws, rules and practices of good professional conduct;
- are clear, complete and transparent;
- safeguard trade secrets and other confidential information;
- ensure transparency of sources;
- declare any relevant sponsorship.

Relations and communications with the media are an exclusive prerogative of the relevant departments.

Applying pressure or attempting to gain favour from the media in an inappropriate manner is prohibited.

For the Company's research department, participation in conferences, courses and seminars and the publication of the results of experiments constitute an integral part of the scientific activity itself, and must take place in accordance with the relevant procedures in force.

6.3 Competition

The Company undertakes to compete with other market operators, refraining from any form of collusive behaviour or abuse of a dominant position that could violate the principle of fair competition.

The Company shall not deny, conceal or delay the provision of any information requested by the Antitrust Authority and/or other regulatory bodies carrying out inspection activities, and is dedicated to collaborating actively with these bodies for the duration of any and all investigative procedures.

6.4 Patents, trademarks and copyrights

The protection of the intellectual property of the Company, including patents, trade secrets, copyrights, trademarks, scientific and technical knowledge, expertise and skills acquired in the course of business operations is essential to maintaining Pikedare's competitive advantage.

Employees are required to specify, protect, maintain and defend the rights of the Company in all areas relating to intellectual property which are commercially relevant, and must exercise these rights responsibly.

In addition to safeguarding the intellectual property rights of the Company, the intellectual property rights of other parties must also be respected.

Unauthorised use of the intellectual property rights of others may expose the Company to civil lawsuits and claims; theft and misappropriation of intellectual property can lead to heavy fines and criminal penalties, both for the Company and for the individual.



7. PRINCIPLES OF CONDUCT IN RELATIONS WITH SUPPLIERS

7.1 General conduct towards suppliers

When dealing with suppliers, Pikkdare adheres rigorously to the principles of transparency, equality, integrity and free competition.

In particular, managers and employees of the Company must:

- observe and respect the applicable laws and contractual conditions in all relationships with suppliers;
- scrupulously observe the internal procedures relating to supplier selection and the management of relationships with the aforementioned;
- ensure the cooperation of suppliers in meeting the various Company requirements in terms of quality, cost and delivery times of goods or provision of services;
- observe the principles of transparency and completeness of information in all correspondence and communications with suppliers;
- avoid being conditioned or influenced in any way by third parties unrelated to the Company when making decisions or performing tasks relating to their working activities.

Moreover, it is forbidden to engage in any kind of relationship with individuals or organisations that could be linked or traced back to lists pertaining to parties involved in terrorism.

7.2 Supplier selection

Purchasing processes are designed in order to obtain maximum economic benefit for the Company, and to safeguard its image.

To this end, Company managers and employees who are responsible for the functions involved in these processes must:

- allow equal opportunities to all suppliers participating in the selection process who meet the necessary requirements;
- ensure that more than two suppliers participate in the tender process, except in exceptional circumstances, and in accordance with specific business procedures;
- carry out controls (using appropriate documentation where necessary) to ensure that all suppliers taking part in a given tender process have the necessary means (financial, organisational and technical), experiences, quality systems and resources in order to meet the needs and maintain the image of the Company. Furthermore, these suppliers must also be deemed technically and professionally suitable for the role in question, and must employ a suitable system for managing health and safety at work.

As stipulated in the Code of Conduct, the Company requires all its suppliers to respect the laws and regulations issued by the States, along with contents of the Code, for the entire period during which the foregoing will provide products and/or services.

7.3 Integrity and independence in relations with suppliers



Relations with suppliers are governed by the Company's general ethical principles, and are subject to constant monitoring by the Company.

In particular, in order to ensure integrity and independence when dealing with suppliers, any attempt to induce a supplier to enter into an unfavourable contract - leaving the aforementioned to believe that it may be possible to draw up a more advantageous contract at a later date - is strictly forbidden.

The signing of a contract with a supplier must always take place in conditions of the utmost clarity, and all forms of infringement of these principles and other principles of good practice must be avoided.

7.4 Safeguarding ethical aspects in supply and trade agreements

The Company informs its suppliers of the content of this Code.

All contracting parties must sign a declaration of knowledge of the principles set out in this Code, pledging not to engage in any conduct which could in any way lead the Company or its managers, employees or associates to violate their own principles, as specified herein.

Any violation of the general principles of the Code of Ethics will entail the application of sanctions, which are also designed to prevent crimes against public bodies or environmental disasters attributable to the Company's activities.

As such, a number of specific clauses are included in all contracts with suppliers.

Specifically, where contracts are entered into between the Company and suppliers from "at risk" countries (as defined by recognised organisations), a series of contractual clauses are introduced which provide for:

- a process of supplier self-certification, regarding adherence to specific social obligations (e.g.: measures to ensure that the fundamental rights of workers are respected, measures to uphold the principle of equal treatment and non-discrimination, measures to prevent the use of child labour, etc.) and respect for basic environmental requirements (e.g. compliance with all applicable environmental legislation, prohibition from using of extremely hazardous substances, etc.).
- the possibility of implementing monitoring activities at the supplier's production units or operating offices, in order to monitor compliance with these requirements.

8. PRINCIPLES OF CONDUCT IN RELATIONS WITH ASSOCIATES AND CONSULTANTS

Company employees or contractors of any type, in the execution of the contractual relationship established with the Company or when appointed by the foregoing, must behave with integrity, good faith and loyalty, respecting the provisions of this Code, the Company's regulations and the instructions and regulations issued by the Company's staff, as far as these are applicable.

8.1 Establishment and development of the relationship

When establishing and maintaining professional relationships with associates and consultants, the Company considers compliance with the laws in force and the principles contained in the Code to be a prerequisite when performing their professional activities.

The Company identifies and selects its associates and consultants with absolute impartiality, autonomy and independence of judgement, and does not accept any conditions or compromise of any kind which are designed to induce favours or privileges from third parties or otherwise obtain favours or benefits.



When identifying and selecting employees and consultants, the Company takes care to consider professional competence, reputation, independence, organisational skills and the ability of each party to fulfil contractual obligations and perform their allocated tasks in a timely and correct manner.

8.2 Importance and awareness of the Code

As part of each individual agreement with employees or consultants, the Company requires full compliance with all relevant provisions set out in the Code.

The Company is also responsible for the dissemination of the Code among employees and consultants, who shall be bound by the principles contained herein.

Any behaviour deemed to be contrary to the principles expressed in the Code may be considered by the Company to be a serious breach of the duties of correctness and good faith as stipulated in the contract, as grounds for terminating the fiduciary relationship, and as good cause for termination of the contract.

8.3 Conduct when executing a contractual relationship

When carrying out their professional activities, associates and consultants are required to avoid any situation which could lead to a conflict of interest with the Company and, where this arises, it must be reported immediately to their contacts in the Company, and parties must refrain from continuing with the activity in question unless otherwise stated by the Company.

Each associate or consultant must categorically refrain from carrying out any act which is or could be considered to be against the law, even if such behaviour results or could result in any form of advantage for the Company.

Each associate or consultant is required to protect the image of the Company as far as possible and to enhance this by consistently ensuring that they are well presented and display civil, decorous behaviour, and respect those around them.

Associates and consultants are required to use any goods made available to them by the Company correctly and to protect the integrity of these, as well as complying with any environmental procedures that are applicable to their activities.

9. PRINCIPLES OF CONDUCT IN RELATIONS WITH PUBLIC BODIES

9.1 Relations with Public Bodies

The Company's relations with Public Bodies, or any relations of a public nature, must be guided by the strict observance of the legal provisions applicable.

The assumption of commitments and the management of all kinds of relations with Public Bodies and/or those of a public nature are reserved exclusively for the authorised corporate functions assigned to such tasks.

The relationships that are established at all levels (international, national, regional and at local level) with civil servants or other employees of Public Bodies, including Public Health operators (e.g. from the Ministry of Health) must be founded on the basis of the transparency and propriety.

In relations with Public Bodies, employees/associates should not attempt to exert undue influence on the decisions of the institution concerned. In any case, during business negotiations or relations with Public Bodies (commercial negotiations included), employees undertake not to solicit or obtain confidential information that could impair the integrity or reputation of the Company.



When carrying out a tender process which involves one or more Public Bodies, all legal provisions and guidelines for correct corporate conduct must be fully respected.

In relations with Public Bodies, representatives, employees, agents and/or associates are prohibited (either directly or through third parties) from paying or offering donations or job opportunities to employees of the Public Administration, regardless of whether the latter are public officials, government representatives or civil servants with whom the employee and/or associate is pursuing commercial relations, to compensate or repay them for carrying out an action which is part of their job or which, conversely, is contrary to the duties of their office.

9.2 Roles, consultancy services and studies entrusted to employees of Public Bodies

In accordance with current regulations, professionals from the healthcare sector are permitted to provide consulting services for presentations as part of training courses organised or sponsored by the Company, and to assist in the development and application of Pikedare products.

Consultancy contracts must adhere to the following principles:

- Consulting agreements with healthcare professionals must be drawn up in writing, must be signed by all parties, and must specify all services to be provided; these agreements must comply with the laws and regulations in force in the country in which the healthcare professional practices;
- The choice of healthcare professional must be supported by formal documentation which indicates the criteria and reasons that led to the selection of the consultant;
- The consultant/professional must never be placed in ethically incompatible situations or those which could lead to a conflict of interest, and care should be taken to ensure that all self-declaration statements and relevant authorisations from the Public Body to which they belong are kept for reference.
- The remuneration of healthcare consultants must be reasonable in light of the nature of the service provided and must be commensurate with this, and fully compliant with all tax and any other applicable legal requirements. The Company may pay reasonable expenses incurred by consultants in carrying out the services provided for in the consulting agreement;
- Consulting agreements must only be drawn up where a legitimate purpose for such services has been identified in advance;
- The choice of consultants must be based on their qualifications and experience in relation to the purpose identified.

Where a contract is drawn up between a healthcare professional working as a research consultant, a research protocol must also be produced, and the necessary permits and approvals must be obtained. Maximum transparency in communications with the Public Body to which the consultant belongs must be adopted at all times.

10. GIFTS, SAMPLES AND REPRESENTATION EXPENSES

Gifts of money or payments in kind are not permitted, except in the case of gifts or donations of "low value", where the distribution of free samples falls under the product promotion activity.

In order to better control the flow of donations of this kind, all gifts and free samples given out should be fully traceable, and should be accompanied by the relevant documentation (a copy of which should be kept for reference).

It is forbidden to offer or accept any object, service, benefit or favour in order to obtain more favourable treatment in any dealings with Public Bodies.

In those countries where it is customary to offer gifts to clients or others, this is permitted, provided that these gifts are of an appropriate nature and of limited value. The local laws and regulations in force must always be observed. Such gifts should never be interpreted as an attempt to obtain favourable treatment of any kind.



Normal corporate entertainment, such as meals, may be offered, provided that costs remain within reasonable limits, and do not constitute practices prohibited by law or by commercial usage limitations.

11. DONATIONS AND SCHOLARSHIPS

The Company promotes "not-for-profit" initiatives in order to demonstrate its commitment to working on projects which support the ethical, legal and social common interests of the communities in which it operates.

Donations (including financial contributions) may also be made for charitable or other philanthropic purposes, such as the support of truly independent medical research for the advancement of science or medical education, the care of the needy, the education and well-being of patients, public and health education and/or sponsorship of charitable events. Donations must be made exclusively to organisations and bodies that are entitled to receive these under the applicable laws and regulations. All donations must be appropriately documented.

Specifically, a notice must be prepared and sent to the relevant Public Body (local health organisation, etc.), in which the intention to donate a sum of money or a piece of particular equipment is expressed. Subsequently, on acceptance of the foregoing, the Company must provide all the details pertaining to the donation itself and take care of all formalities pursuant to law.

In accordance with existing provisions, scholarships are to be awarded on the basis of transparent and objective assessment procedures, based on recognised scientific criteria and applied to all candidates.

12. SPONSORSHIP OF CLINICAL STUDIES, CONVENTIONS AND CONFERENCE EVENTS

Congressional initiatives organised and/or promoted by the Company must comply with the criteria of ethics and transparency.

The Company undertakes to respect and ensure that its employees, associates, agents and distributors respect the terms of participation in conferences organised by scientific companies.

The Company undertakes not to organise (either directly or indirectly) or to participate in any way in conventions, congresses, conferences, workshops and similar events in which:

- recreational aspects prevail over technical-scientific aspects;
- hospitality and travel expenses are extended to the partners or chaperones of guests, or to any other person who does not have a *bona fide* professional interest in the information to be shared at the meeting, or where these expenses are to be extended to a period of time which precedes the beginning of the event and/or follows the end of the event by 12/24 hours, depending on the distance;
- accommodation costs are disproportionate - all hotel costs must be affordable, and must correspond with the duration and educational function of the training course, as well as adhering to all applicable regulations.
- the venue of the event is not equipped with appropriate organisational structures.

Whenever meetings are organised with professionals in the healthcare sector in order to illustrate the characteristics of a given product or range of products, these meetings should, as a general rule, be held close to the location at which the aforementioned healthcare professionals practice. Meals and hotel services will be provided in connection with these meetings for participating healthcare professionals, and reasonable travel expenses for participants may be paid if necessary (e.g. for visits to factories or other facilities, or to centres of reference). However, costs for meals, travel and other hotel services are not usually provided for guests of professionals or any other person who does not have a *bona fide* professional interest in the information presented at the meeting.



Sponsorship activities are of strategic importance to Pikkdare; in addition to contributing to brand positioning and helping to reach the target audience of customers and patients, these also allow the Company to play an ethical role, with communications that serve to affirm its social utility.

The quality and effectiveness of sponsorship choices made in this regard in the field of scientific research and health, as well as those connected with prevention issues, also help to improve public perception of the Company and its products.

13. PRINCIPLES OF CONDUCT WITH OTHER STAKEHOLDERS

13.1 Financial relations with political parties, trade unions and associations

The Company does not make contributions of any kind, either directly or indirectly, to political parties, movements, committees and political and trade union organisations, or to their representatives and/or candidates, either in Italy or abroad, with the exception of the contributions due in accordance with specific regulations.

The Company refrains from placing any pressure, either direct or indirect, on political or trade union leaders, through its managers, employees or associates.

The directors, managers and employees of the Company, in turn, may not carry out any political activity during working hours, or use the Company's property or equipment for this purpose; they must also ensure that it is clear that any political opinions expressed to others are strictly personal and as such, do not represent the opinion or the leanings of the Company.

In relations with other groups that are relevant to the company (e.g. trade associations, environmental organisations, etc.), it is prohibited for any manager, employee or associate to promise or pay sums of money, or to promise or grant goods in kind or other benefits in their personal capacity, in order to promote or favour the interests of the Company.

14. PRINCIPLES OF CONDUCT TOWARDS THE ENVIRONMENT

14.1 Environmental Policy

The Company's environmental policy is founded on the belief that the environment is not only a common asset that must be protected, but also one which can represent a competitive advantage in an increasingly global market, with an even greater focus on quality of life and behaviour.

15. IMPLEMENTATION OF THE CODE OF ETHICS

15.1 Communication and training

The Code of Ethics is brought to the attention of Company *stakeholders*, corporate bodies, managers, employees and associates of the Company by means of communications designed for this purpose.

In order to ensure that the Code of Ethics is correctly understood by all managers, employees and associates, every year, the Human Resources Department prepares a training plan designed to promote awareness of the key principles and ethical standards contained within the Code.



Training initiatives are differentiated according to the roles and responsibilities of the employee/associate; for new employees, a special training programme has been designed to explain the contents of the Code to which they are expected to adhere.

This Code of Ethics is also displayed on company notice boards.

15.2 Effectiveness of the Code of Ethics and consequences of its violation

Compliance with the provisions contained in this Code is to be considered an integral element of the contractual obligations of all employees, in accordance with Article 2104 of the Italian Civil Code. This also applies to associates or partners of the Company.

Violation of the rules contained within the Code constitutes a breach of the obligations arising from the employment relationship and/or a disciplinable offence, with the relevant legal consequences and any effects that the foregoing may have with regard to ongoing employment of the party in question.

The Company undertakes to provide for and enforce sanctions that are proportionate to the respective breaches of the Code with consistency, impartiality and uniformity, and shall comply with the provisions set out in the regulations on labour relations.

Specifically, in case of violations of the Code of Ethics by employees, all related measures and sanctions will be adopted or imposed in full compliance with Article 7 of Law 300 of 20 May 1970, as well as with current regulations and collective bargaining agreements.

Individual infringements which are punishable and the relative sanctions imposed shall be set out in a special document which must be displayed in a location which is accessible to all, in accordance with the provisions of the Italian collective bargaining agreement.

This Code hereby sanctions mandatory disciplinary action for breaches of the rules of conduct specified herein.

ATTACHMENT B PRIVACY NOTICE

Pikdare S.p.A., with registered office in Casnate con Bernate, Via Saldarini Catelli 10, VAT registration number 03690650134 (“*Pikdare*” or the “*Company*”), in a capacity as controller, will process your personal data collected for the finalisation and performance of the contract which this notice is attached to, including the personal data of your employees, staff and subjects however involved in the performance of the contract (*Data*), in compliance with applicable regulations on personal data protection and non-disclosure obligations which the activities of our company observe.

Please carefully read this privacy notice.

If in doubt about the processing of data, you may contact us at privacy@pikdare.com or contact Pikdare S.p.A., Via Saldarini Catelli 10, Casnate con Bernate (CO).

Controller



The controller is Pikdare S.p.A., with registered office in Casnate con Bernate, Via Saldarini Catelli 10, VAT registration number 03690650134.

The Controller has appointed a Data Protection Officer (“DPO”), who may be contacted at privacy@pikdare.com, with advisory and supervisory duties concerning processes for managing personal data and liaising with the Authority and data subjects.

Data collected and processed

Pikdare only collects and processes data that are relevant and do not exceed the purposes of the processing and, therefore, only the data necessary for the performance of the contract which this notice is attached to (the **Contract**): Please do not notify us of data that are not necessary, that will in any case be immediately deleted.

Please do not notify Pikdare of the personal data of third parties, unless this is strictly necessary for the purposes of the processing: In this case, please remember to observe legal obligations on the protection of personal data and, in particular, inform third parties of the notification of their data, and obtain, as necessary, consent.

With reference to the personal data of your employees, staff and subjects however involved by you in the performance of the Contract, please remember to give the persons concerned a copy of this notice at the latest when notifying Pikdare of the data in question.

Purpose of the processing and related legal basis

Performance of the Contract

The Data will be processed to perform the Contract entered into between you and Pikdare, including the sending of information and notices related to the performance and management of orders and dispatch of products purchased by Pikdare, and the performance of administration/accounting activities, the performance of tax obligations and management of any disputes.

For the same purpose, the Data may be notified to the public authorities and to third-party suppliers of additional services necessary to perform the Contract (e.g. consultants and freelancers appointed to manage administrative/accounting obligations); banks and credit institutions to manage payments; agents for the development of Pikdare’s sales network, credit collection companies; etc.). These subjects will process the data, as necessary, in a capacity as independent controllers or processors in accordance with a specific written appointment given to them by Pikdare.

The **legal basis** of this processing is the need to **perform the Contract** and to meet related legal obligations.

The processing of data described above is necessary as it is related and is instrumental to establishing, continuing and correctly managing the contractual relationship: therefore, if you refuse to provide the Data, it may be impossible to enter into or continue the Contract.

Notification of Data and Recipients of Data

The Data may be known by employees and/or staff of Pikdare, specifically designated as persons authorised to carry out processing (including for example administration, accounting and IT staff).

Your data may also be notified to third parties only where necessary for the performance of the Contract. In this case, the third parties that receive the Data - independent controllers duly appointed as processors - belong to the following categories:

- A. subjects that carry out duties of a technical and organisational nature or provide professional/consulting services, in particular accounting, legal and notary services, on behalf or in favour of Pikdare;
- B. companies supplying *software* and IT services, operators of the *software* applications used by Pikdare.

You may also request the complete list of recipients of the Data at any time.

Processing method

The Data will be processed as a hard copy and using electronic, IT or automated equipment, through systems that ensure protection, security and confidentiality, by subjects to whom Pikdare has given adequate operating instructions with particular reference to the security measures adopted.

In addition, the Company has adopted specific and adequate logical security, legal, organisational and technical measures to prevent the loss of data, uses which are unlawful or not permitted and unauthorised access.

Data storage times

The Data will be kept in a form which permits your identification for no longer than is necessary for the purposes for which the personal data are processed and, in particular, as regards the purpose of the performance of the Contract, for the entire duration of the relationship and for the subsequent period necessary to meet related tax and accounting obligations, as well as ensure the legal protection of Pikdare’s rights.

Your rights

You may exercise the rights granted to you by applicable legislation on the protection of personal data at any time and, in particular: you have the right to request the controller to confirm that data concerning you are being processed, to access



your data or have your data rectified or cancelled or to restrict the processing; you have the right to object to processing for one or more of the related purposes and/or in relation to one or more of the addresses provided; you have the right to the portability of your data; you have the right to appeal to the Judicial Authorities, or to lodge complaints with the competent Data Protection Authority.

You may exercise these rights by writing to privacy@pikdare.com or contacting Pikdare S.p.A., Via Saldarini Catelli 10, Casnate con Bernate (CO).

I confirm I have read and understood the above notice on personal data processing and have received a hard copy.

[place], [date]

For [the name of the counterpart company]

[name and role of the signing party]