

# Code of Conduct for Suppliers



Our *shared  
commitment to  
create value  
and to act with  
integrity,  
respecting  
people and  
environment*

**ENVIRONMENTAL  
SUSTAINABILITY**

**SOCIAL  
STANDARDS**

**COMPLIANCE,  
COOPERATION &  
TRANSPARENCY**



## Introduction

At FEPA, promoting sustainability and prioritizing ESG objectives are fundamental aspects of our corporate strategy. We are guided by the Ten Principles of the United Nations Global Compact concerning human rights, labor, the environment, and anti-corruption, as well as by industry standards (including SA8000 and the international instruments it references) and the principles of the ETI Base Code.

Sustainability criteria are integrated into all our business and decision-making processes, starting with our procurement practices, as a confirmation of our commitment to responsible business conduct. With the goal of extending this approach throughout our supply chain, we review the standards and minimum requirements for suppliers on an annual basis and work closely with them to ensure compliance, encouraging the adoption of similar — or even more ambitious — principles, in a spirit of continuous and mutual improvement.

At FEPA, we believe that sustainability can no longer be addressed as an isolated initiative; it should instead be embraced as a shared journey involving the entire value chain. In this context, we are fully committed to doing our part, actively collaborating with partners who share our values and objectives.

## Key principles

### Environmental Responsibility

- We prioritize products and services that minimize environmental impact. In particular, paper suppliers will only be considered if they are committed to ensuring a deforestation-free supply chain;
- Priority is given to factors such as energy efficiency, waste reduction, recyclability, the responsible and sustainable use of water resources, and carbon footprint;

### Social Responsibility

- We support fair labor practices, human rights, and diversity;
- Suppliers are expected to uphold ethical standards and treat their employees fairly;

### Economic Responsibility

- We aim to support local economies by sourcing the largest possible share of products and services locally;
- Cost-effectiveness remains a priority, but not at the expense of sustainability;

### Innovation and Cooperation

- We promote innovation in sustainable products and services through mutual collaboration and transparency with suppliers, industry partners, and other stakeholders who share our principles and objectives. FEPA will support suppliers who undertake sustainable development projects, seeking solutions that contribute positively to sustainability by using resources efficiently, reducing material and production waste, promoting increased recycling, and optimizing transportation;

We adopt a risk-based approach that allows us to identify priorities and the most effective and impactful areas of action within our supply chain.

To this end, we have developed the present Fepa **Code of Conduct for Suppliers**, which applies to all our suppliers and is publicly accessible through our channels. It defines the minimum standards we expect from our business partners, as well as the guiding principles and improvement actions in the field of sustainability.

Moreover, we carry out continuous risk monitoring, implement prevention and mitigation measures, and promote initiatives focused on dialogue, collaboration, and engagement with our suppliers.

## Definition and Scope of Application

**Suppliers** are defined as companies or individuals that manufacture goods, trade goods, or provide services, including suppliers of all materials and services, contractors, consultants, outsourcing providers, distributors, and other business partners.

This document applies to all FEPA suppliers; FEPA expects its suppliers to apply similar or equivalent requirements throughout their own supply chains.

## ENVIRONMENTAL SUSTAINABILITY



We expect our suppliers to conduct their activities — from sourcing to delivery — in a way that minimizes negative environmental impacts, in compliance with all applicable laws and regulations, and to actively commit to this goal through the implementation of an internationally recognized environmental management system (e.g., ISO 14001) or practices aligned with such standards.

### Climate Change

The supplier shall actively engage in climate change mitigation. To this end, measurement and monitoring of CO<sub>2</sub>eq. emissions are required, as well as the definition and disclosure of ambitious targets for reducing both direct and indirect CO<sub>2</sub>eq. emissions. FEPA encourages suppliers to set these targets in line with the requirements of the *Science Based Targets initiative* (SBTi). The supplier shall ensure transparency regarding its CO<sub>2</sub>eq. emissions and overall environmental impact by collaborating with FEPA to identify improvement opportunities and, where available, by sharing certified product documentation (e.g., *Product Carbon Footprint* or *Environmental Product Declaration*). The supplier shall report annually on its progress (either publicly or upon request).

### Air and soil quality

The supplier commits to taking concrete actions to protect air and soil quality. Such actions shall comply with all applicable regulations on the prevention of air and soil pollution.

### Water consumption and water quality

The supplier is required to comply with applicable laws and standards on water use, with a particular focus on responsible consumption, the quality of discharged wastewater, and efficient water resource management based on sustainable practices. In areas subject to water stress, the supplier shall avoid excessive withdrawals that may compromise the availability of drinking water and shall implement measures aimed at maintaining long-term and responsible water balance.

### Waste and Disposal

The supplier commits to reducing waste generation

through sustainable practices and to ensuring waste is managed and disposed of in compliance with current regulations. In particular, the supplier shall ensure that waste collection, treatment, storage, and disposal are conducted in an environmentally sound manner, in accordance with the Stockholm Convention on Persistent Organic Pollutants (POPs) and the Basel Convention ban on the export of hazardous waste.

### Material compliance

The supplier shall comply with all applicable laws and regulations concerning the use and declaration of substances hazardous to the environment and human health, as well as materials whose extraction or trade violates human rights. These include, but are not limited to, the RoHS Directive and relevant national transposition laws, the REACH Regulation, the EU Conflict Minerals Regulation, and any equivalent legislation applicable outside the EU. Furthermore, the supplier shall: prohibit the use of mercury and its compounds in products and production processes; properly manage mercury-containing waste in accordance with the Minamata Convention; prohibit and manage persistent organic pollutants (POPs) in accordance with the Stockholm Convention.

### Biodiversity

The supplier undertakes to assess and monitor the impacts of its production activities on biodiversity and ecosystems, including those in high conservation value areas and surrounding territories. In the case of significant land use or modification, the supplier shall adopt biodiversity action plans with concrete goals aimed at: promoting sustainable land management practices; preserving natural capital; and, where necessary, implementing environmental and landscape restoration measures.

## ENVIRONMENTAL SUSTAINABILITY

(applicable in the case of suppliers of paper raw material and/or other goods listed in Annex I of Regulation (EU) 2023/1115 of 31/05/2023)



### Forest Resources and Deforestation

With regard to the supply of paper raw material, the supplier commits to implementing effective traceability and due diligence systems, supported by recognized third-party certification schemes (e.g., FSC®), in order to minimize the risk of sourcing from controversial origins. These systems shall prevent the use of material derived from unsustainable practices, such as: unauthorized or destructive conversion of natural areas; deforestation or degradation of primary forests; negative impacts on protected or high conservation value areas; and the use of genetically modified organisms or hazardous substances. Moreover, within the scope of Regulation (EU) 2023/1115 of 31/05/2023, and considering that FEPA operates as an Operator under the EUDR, FEPA relies on the supplier's collaboration to ensure full transparency and compliance. Therefore, the supplier is required to comply with the following provisions:

- 1. Deforestation Compliance:** all goods supplied to FEPA shall be zero-deforestation and fully compliant with the [European Union Regulation](#) (the "EUDR");
- 2. Due diligence:** prior to the shipment of any Relevant Goods, the supplier shall:
  - conduct due diligence and risk assessment as required by Articles 8 to 13 of the EUDR, in line with the EUDR risk classification of the country of origin, and submit the due diligence statement ("DDS") to the Competent Authorities via the "[TRACES System](#)", which serves as the official register;
  - provide FEPA with the DDS reference number in the TRACES System for each lot of Relevant Goods;
  - provide FEPA with any certificates demonstrating full or partial compliance with the EUDR (e.g., FSC®);
  - provide FEPA, where available and not considered sensitive or confidential information, with additional relevant details (e.g., common and scientific names of tree species used, geolocation of all land plots

where raw materials were produced, etc.);

- 3. Exemption from due diligence:** if the supplier determines that certain goods are exempt from the scope of the EUDR (e.g., paper made from 100% post-consumer recycled materials and/or 100% recycled materials that cannot be traced upstream), the supplier shall provide FEPA, prior to the shipment of any Exempt Goods, with a written declaration confirming the exemption status and support such declaration with adequate evidence and, if necessary, further information and clarifications upon FEPA's request;
- 4. Accuracy and Completeness of Information:** the supplier is responsible for the completeness and accuracy of all submitted information. Should the supplier become aware, at any time, of any changes or corrections to the information, documentation, or data previously provided to FEPA, it shall immediately notify FEPA of such changes or corrections.



## SOCIAL STANDARDS



### Human rights

The supplier commits to respecting universally recognized human rights, in line with the United Nations Universal Declaration of Human Rights and further detailed in the United Nations Guiding Principles on Business and Human Rights. This commitment shall be effectively reflected in the supplier's business operations and throughout its supply chain.

### Slavery and Forced Labor

The supplier rejects all forms of slavery and forced labor, including, but not limited to, debt bondage, state-imposed forced labor, human trafficking, and any other form of coercion or exploitation. The supplier is required to comply with ILO Conventions No. 29 and No. 105 on the elimination of forced or compulsory labor. Employment relationships shall be voluntary and based on the free and informed consent of workers, without any form of threat or coercion. The supplier shall ensure that: workers receive clear and understandable information on their rights, duties, and employment terms prior to hiring; employment contracts are provided in a transparent form and in compliance with national legislation; workers are free to terminate their employment and/or change employer without undue restrictions; no recruitment fees, deposits, or excessive accommodation charges are required from workers.

### Child labor

The supplier commits to complying with all applicable local laws and regulations regarding minimum working age, including when subcontractors are involved. Under no circumstances shall any form of child labor be tolerated. The supplier shall act in line with the principles set forth in ILO Conventions No. 138 and No. 182 concerning the minimum age for employment and the elimination of the worst forms of child labor, respectively. The dignity and rights of children shall be protected at all times, ensuring they are safeguarded from any form of exploitation.

### Wages, Working Hours and Other Workers' Rights

The supplier shall ensure fair and dignified working conditions, providing wages that allow workers to meet their basic needs and have a discretionary income. Agreed wages shall be paid regularly, promptly, and in full, in accordance with legal minimum wage standards or applicable collective agreements. The supplier shall also: comply with national regulations and applicable collective agreements regarding working hours, rest periods, and holidays, in line with the principles of the ETI Base Code; pay all legally required social security and insurance contributions; ensure a healthy and dignified work environment, including access to clean drinking water and adequate sanitary facilities.

### Occupational Health and Safety

The supplier is responsible for ensuring a safe, healthy, and hygienic working environment, in full compliance with applicable occupational health and safety regulations. The supplier shall adopt appropriate measures to minimize occupational risks, including actions to prevent both physical and mental fatigue, and implement effective emergency preparedness and response procedures. In particular, the supplier shall: provide regular and adequate health and safety training to all employees and contractors; systematically document work-related health and safety incidents; implement preventive and corrective measures, based on internationally recognized management systems (e.g., ISO 45001), aimed at continuously improving working conditions and reducing workplace accidents; adopt internal policies aligned with these standards, where not already in place.

## SOCIAL STANDARDS



### Respect, Equal Opportunity, and Non-Discrimination

The supplier shall not engage in or tolerate any form of discrimination or harassment in the workplace. Equal treatment and equal opportunities shall be ensured for all workers, regardless of personal characteristics such as ethnicity, gender, age, disability, sexual orientation, religion, political beliefs, trade union membership, or any other factor that may lead to disadvantage or is prohibited by law. Equality shall be guaranteed at all stages of the employment relationship, including recruitment, compensation, training, promotion, and termination, for equivalent roles and responsibilities.

The supplier shall: implement appropriate policies and mechanisms to prevent and counter discriminatory practices; actively promote equity and inclusion; and comply with applicable national legislation or, where not available, with the most widely recognized international standards, including the ETI Base Code and ILO Convention No. 111 on Discrimination in Employment and Occupation.

### Prohibition of Unlawful Use of Public or Private Security Forces

The supplier commits not to engage public or private security forces without adequate oversight mechanisms and instructions that ensure full respect for human rights. This commitment applies especially in cases where there is a risk that such security forces may: violate prohibitions against torture or other cruel, inhuman, or degrading treatment; compromise the physical integrity or life of individuals; or obstruct freedom of association or assembly.

Under no circumstances will the following be tolerated: any form of abuse or physical punishment; threats or use of violence; sexual or other forms of harassment; verbal abuse; and any form of intimidation or coercion.

### Freedom of Association

The supplier shall respect the right of workers to freedom of association, including the right to form or join trade unions and to participate freely in

collective bargaining and strikes, in accordance with ILO Conventions No. 87 and No. 98. Any form of discrimination, retaliation, or obstruction against workers for their trade union membership, representation activities, or participation in legitimate collective actions is strictly prohibited.

### Rights of Local Communities

The supplier shall not be involved in illegal evictions or practices leading to the unlawful expropriation of land, forests, or water resources. The supplier is required to respect and protect the rights and interests of local communities and Indigenous Peoples, ensuring that its activities do not undermine their livelihoods, cultural connection to land, or rights recognized under national and international law.

### Environmental Changes Harmful to Human Rights

Supplier activities shall not cause harmful environmental impacts such as soil degradation, water or air pollution, harmful noise emissions, or excessive water consumption. Such activities shall not significantly compromise natural resources essential for food production, limit access to safe drinking water or sanitation services, or endanger the health of individuals or local communities.

### Responsible Use of Technology and Artificial Intelligence

The supplier shall ensure the responsible and conscious use of technology, including Artificial Intelligence systems, in accordance with the most up-to-date national and international principles regarding social responsibility, fairness, transparency, and human rights protection.

Third parties are also required to adopt all reasonable technical, organizational, and security measures to prevent any unauthorized use, loss, destruction, or damage to personal data received, ensuring management in compliance with applicable data protection regulations.

## COMPLIANCE, COOPERATION & TRANSPARENCY



The supplier shall refrain from any conduct that could entail criminal liability, including but not limited to: fraud, breach of trust, bankruptcy-related offences, anti-competitive practices, the improper granting of benefits, bribery, and extortion—whether involving public officials or persons entrusted with public service, or within commercial relationships with FEPA employees or third parties. Even in the absence of specific legal obligations, the supplier shall maintain a compliance management system aligned with the fundamental principles and currently recognized standards regarding integrity, legality, and transparency.

### Compliance with Laws, Rules, and Regulations

The supplier declares that it is a legally established entity lawfully operating under applicable laws. It guarantees that it has the right to conduct its business, holds all required authorizations, licenses, and permits necessary to operate with FEPA, and is fully authorized to enter into agreements with FEPA and to fulfill all related obligations. The supplier also undertakes to conduct its operations in full compliance with all applicable regulations, including tax, social security, and other obligations as required by the competent authorities.

### Fair Competition

The supplier commits to conducting its business fairly and to complying with all applicable competition laws. Specifically, it shall refrain from abusing any dominant market position and from entering into agreements or adopting practices that may restrict, distort, or prevent competition, in violation of national, European, or international antitrust regulations. Prohibited behaviors include, but are not limited to, unlawful agreements on prices or commercial terms, and the arbitrary allocation of customers, suppliers, or markets.

### Bribery and Corruption

The supplier agrees to comply with all applicable anti-corruption laws and to refrain from offering,

promising, or granting any undue advantage during business transactions or in dealings with public officials, institutions, or private entities. The supplier shall not attempt to influence FEPA employees or representatives by offering gifts, favors, meals, or entertainment that could even raise the suspicion of improper interference in the business relationship. In case of doubt, the most stringent applicable local legislation shall prevail, in order to avoid any real or perceived risk of unethical or non-transparent behavior.

### Conflicts of Interest

The supplier commits to maintaining fair and transparent professional relationships with all market participants, making business decisions solely based on objective, professional, and lawful criteria, uninfluenced by personal interests or conflicts of interest.

Any conflicts of interest shall be avoided or, if unavoidable, managed transparently and communicated promptly in order to preserve the integrity of business relations and uphold the principles of fair competition.

### Money Laundering

The supplier undertakes to comply with all applicable laws on anti-money laundering, adopting adequate measures to ensure the transparency of financial transactions and the traceability of financial flows. The supplier shall also fulfill all legal obligations related to identification, verification, and reporting, and cooperate with the competent authorities whenever required.

## COMPLIANCE, COOPERATION & TRANSPARENCY



### Data Protection, Confidential Information Security, and Intellectual/Industrial Property

The supplier shall comply with all applicable laws and regulations on personal data protection and information security. The right to informational self-determination, as well as the confidentiality, integrity, and security of processed personal data, shall be ensured in accordance with legally mandated retention periods. If, during the course of the business relationship, confidential information is exchanged, the supplier is required to protect such information from unauthorized access, disclosure, or misuse, ensuring its strictly confidential treatment. The supplier shall also ensure that its employees and collaborators fully comply with these obligations.

### Customs Regulations and Export Controls

The supplier agrees to comply with all applicable national and international laws regarding import and export, including customs requirements, export control regulations, and any applicable trade restrictions, economic sanctions, or embargoes. It is the supplier's responsibility to ensure that all cross-border transactions are carried out in full compliance with the relevant regulations.

### Whistleblowing System

The supplier shall comply with all national and international whistleblowing regulations, ensuring the availability of secure and confidential channels for reporting legal violations, misconduct, or unethical behavior. Even in the absence of specific legal obligations, the supplier commits to providing an effective and accessible reporting mechanism and to protecting whistleblowers from any form of retaliation, provided reports are made in good faith.

### Continuous Improvement and Innovation

The supplier undertakes to deliver products and services that meet FEPA's quality and safety standards, ensuring delivery at the lowest total cost of ownership — meaning the sum of all costs associated with the product or service's entire

lifecycle, including sourcing, processing, inventory management, storage, handling, transportation, distribution, use, and disposal. Furthermore, the supplier is encouraged to continuously seek innovative solutions aimed at improving quality, efficiency, and performance, while contributing to overall cost reduction.

### Data Sharing and Transparency

FEPA requires the highest level of cooperation and transparency in sharing primary data and documentation that support ongoing analyses aimed at improving ESG (Environmental, Social, and Governance) performance.

To this end, the supplier will be required to complete an ESG questionnaire on an annual basis. FEPA also reserves the right to request additional data, information, or documentation related to sustainability topics whenever deemed necessary for monitoring or improvement purposes.

The supplier is expected to ensure full availability and collaboration and to promptly notify FEPA in writing if it becomes aware of, or has reason to believe, that any of its employees, representatives, or actors within its supply chain have violated any of the requirements outlined in this Code.



## IMPLEMENTATION MECHANISMS & RESPONSIBILITIES

### Implementation of the Code of Conduct

#### Compliance

The supplier is required to comply with the provisions of this Code of Conduct and to ensure that these obligations are extended to its employees as well as to suppliers, subcontractors, and business partners involved throughout the value chain.

#### Audits and Monitoring

FEPA reserves the right to verify compliance with this Code of Conduct, including through authorized third parties, with reasonable prior notice. Such audits may include visits to the supplier's production facilities or other premises, while respecting confidentiality obligations and the legitimate interests of the parties. Upon request, the supplier shall promptly provide all relevant information and documentation, collaborate transparently, and offer the necessary support to carry out the verification activities.

#### Management System, Subcontracting, and Supply Chain

If the supplier is subject to regulatory obligations related to human rights and environmental due diligence, it shall comply with and implement them. Regardless of such obligations, the supplier is required to adopt proportionate and appropriate measures to ensure compliance with the principles of this Code both within its own organization and across its supply chain.

In particular, the supplier shall: adopt effective preventive measures to avoid violations by third parties within its supply chain; promptly implement corrective actions in the event of violations, whether committed directly or by suppliers, and prepare, where necessary, a concrete remediation plan with specific actions and timelines; make efforts, within the limits of its sphere of influence, to address violations committed by indirect suppliers, especially those relating to human rights and environmental protection..

The supplier is also required to promptly notify FEPA of any breach of this Code and provide evidence of the corrective actions taken and measures adopted to prevent recurrence.

FEPA expects this Code to be appropriately communicated within the supplier's organization, involving employees, agents, and third parties with whom it maintains business relationships..

#### Consequences of Violations

In the event of a breach of this Code of Conduct, or if the supplier fails to demonstrate compliance with its principles, FEPA reserves the right to terminate the business relationship and to exclude the supplier from future selection and procurement processes.

Specifically, FEPA may: immediately withdraw from all existing contracts; terminate current agreements in advance; suspend or interrupt ongoing negotiations — without any liability to FEPA.

FEPA's right to seek compensation for any damages resulting from the breach of this Code remains unaffected.

## IMPLEMENTATION MECHANISMS & RESPONSIBILITIES

### Validity of these provisions

Should one or more clauses of this Supplier Code of Conduct be deemed invalid or unenforceable, such invalidity shall not affect the validity and enforceability of the remaining provisions. The invalid clause shall be replaced by a provision that, in purpose and content, most closely reflects the original intent of the parties, in line with the spirit of this Code.

This Supplier Code of Conduct enters into force on the date of signature by the supplier and shall remain in effect until it is replaced or revoked by FEPA. Any changes will be communicated to the supplier in a timely manner.

The provisions of this Code do not replace or modify any existing contractual obligations but serve as an integration thereof. If any contractual obligation is more stringent than what is stated in the Code, the supplier shall comply with the more restrictive provision.

### Reporting and Contacts

In order to mitigate the consequences of legal or Code violations and to prevent future misconduct, any suspected or actual breaches of the law or of this Code shall be reported to FEPA. To this end, FEPA's grievance procedure is open to business partners, their employees, and all concerned individuals. Reports may be submitted via FEPA's online whistleblowing system. The supplier is required to inform its employees of this channel.

FEPA Whistleblowing System:

<https://fepawb.whistlelink.com/>

### Review of the Code of Conduct for Suppliers

This Code shall be reviewed at least once per year, or more frequently (if necessary), in order to take into account and incorporate any new environmental or social considerations. Suppliers can access the latest version of the Code on FEPA's website.

### For further information:


- FEPA's Sustainability Department:
  - [sustainability@fepagroup.com](mailto:sustainability@fepagroup.com)
- Giacomo Torri – Head of Sustainability:
  - [giacomo.torri@fepagroup.com](mailto:giacomo.torri@fepagroup.com)
  - +39 331 6555782
- Sabrina Cignoli- Head of Procurement:
  - [sabrina.cignoli@fepagroup.com](mailto:sabrina.cignoli@fepagroup.com)
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## Declaration of Acceptance of the Code of Conduct for Suppliers

The undersigned hereby confirms that they have received, reviewed, and accepted the FEPA Supplier Code of Conduct, which shall remain in force until revised or otherwise communicated by FEPA.

The undersigned undertakes to fully comply with the Code, taking into consideration the characteristics and specific requirements of the supplier's industry.

By signing this declaration, the undersigned agrees that FEPA or its appointed representative may conduct audits at the supplier's premises in order to verify compliance with the FEPA Supplier Code of Conduct.



**I, the undersigned, in my capacity as an authorized signatory of**

**Name and Surname:**

**(the "Supplier"), hereby declare and confirm, on behalf of the Supplier, that all goods and/or services provided by the Supplier to FEPA are and will remain fully compliant with the present Supplier Code of Conduct.**

**Role:**

**Data (dd/mm/yyyy):**

**Signature:**