



SUPPLIER CODE OF CONDUCT

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1. PREAMBLE

Pirelli Group business model is inspired by the United Nations Global Compact Principles and by a set of values that permeate Corporate Culture along its 150 years of history: fairness, transparency, responsibility, customer focus, excellence, innovation, and performance.

Pirelli's Suppliers have always played a key role within its value chain, and their capability to put sustainability at the core of business strength and development is essential to foster a mutual, long lasting growth.

Pirelli *Supplier Code of Conduct* sets out the values and the requirements Pirelli expects its Suppliers to respect and implement, provided they shall always comply with national, international, regional and/or local laws and regulations applicable in the Countries they operate in and/or to the goods and services they supply.

This *Supplier Code of Conduct* shall constitute an integral part of the relationship between Pirelli and its Suppliers.

Suppliers are expected to:

- Implement mechanisms to identify, determine and manage risks in all areas addressed by this *Supplier Code of Conduct* and with respect to all national, international, regional and/or local laws and regulations, as well as international standards, at their own operations and with reference to their supply chain (due diligence);
- Develop adequate documentation to demonstrate that they implement the principles and the requirements of Pirelli *Supplier Code of Conduct*;
- Establish appropriate training measures to grant an appropriate level of knowledge and understanding of the contents of this *Supplier Code of Conduct* to their employees, as well as to supply chain;
- Continuously improve their sustainability performance.

Pirelli strongly encourages Suppliers to exceed the requirements of this Code, promote best practices and continuous improvement throughout their operations as well as along the supply chain and extended networks.

The Pirelli Group Policies that inspired this *Supplier Code of Conduct* are available on [Pirelli website](#).

2. HUMAN RIGHTS AND WORKING CONDITIONS

Suppliers shall always comply at least with the minimum standard established by national, international, regional and/or local laws and regulations, including collective bargaining agreements, where applicable, as well as international standards defined by the United Nations and the International Labour Organization or other relevant international organizations (e.g. International Organization for Standardization (ISO)).

All Suppliers are called upon to observe the principles and rights set forth in the guidelines of the UN Initiative “Global Compact” and the “ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up” and to align their due diligence process with the requirements of the United Nations’ Guiding Principles on Business and Human Rights.

2.1 Employment contracts

Suppliers shall provide all employees (including temporary workers, trainees and interns) with written labour contracts, clearly specifying all the employment terms and conditions, including wages and benefits and communicate them to all employees, providing a proper pay-slip for every pay period in a format and language well understood by employees.

2.2 Wages and benefits

Suppliers shall pay salaries as well as related benefits that comply at least with the minimum standard established by national, international, regional and/or local laws and regulations. In any case, salaries shall be at least equal to the Country’s minimum salaries for an equivalent job and sufficient to meet the basic needs of the employees and a decent standard of living for them and their families.

Compensation shall exclusively be determined on the basis of the skills, experience and professional potential that people have and the results achieved. Wage equity shall be guaranteed on equal merit-based conditions.

Suppliers shall properly compensate employees for overtime hours in compliance with national, international, regional and/or local laws and regulations.

Suppliers shall not apply withholding of wages unless prescribed by national, international, regional and/or local laws and regulations; in any case Suppliers shall not use withholding of wages as disciplinary measure and shall not affect the employee’s right to terminate the employment relationship.

Suppliers shall not require employees to pay recruitment fees or related fees.

2.3 Working hours, overtime and leaves

Suppliers shall guarantee that working hours comply at least with the minimum standard established by national, international, regional and/or local laws and regulations, local industry standard or international standards defined by the relevant International Labour Organization (ILO)¹, whichever are strictest.

Suppliers' overtime policy shall comply with national, international, regional and/or local laws and regulations. Overtime shall not exceed the weekly or monthly limits defined by national, international, regional and/or local laws and regulations or ILO². Compulsory overtime shall be ruled by local law and/or collective bargaining agreements and shall not exceed the weekly or monthly limits allowed.

Suppliers shall guarantee the right of sick or parental leave, vacation and any other paid or not paid leave defined by national, international, regional and/or local laws and regulations.

2.4 Child labour and young workers

Suppliers shall prevent all forms of child labour and shall hire workers that have the legal minimum age, compliant with national, international, regional and/or local laws and regulations or Convention C138 of the International Labour Organization (ILO)³, whichever are strictest.

The minimum working age is the age of completion of compulsory school, but never less than 15 years. Young Employees within the age of 15 to 18 years shall not be exposed to work that is likely to jeopardize their physical or mental health, safety or morals, and shall not be permitted to work overtime or night shifts.

¹ ILO's Conventions set a limit on normal (pre-overtime) hours of 8 per day and 48 hours per week and a minimum consecutive period of 12 hours' night rest, plus a weekly rest of at least a full calendar day. Under exceptional cases, working time is allowed to exceed these limits, as long as daily working time remains not higher than 10 hours, and weekly working time not higher than 56 hours. Overtime shall be limited to 12 hours a week on a non-regular basis.

² ILO's Conventions set a limit on normal (pre-overtime) hours to 12 hours a week on a non-regular basis.

³ Under the Convention, the minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years, except specific cases ruled by articles 6 and 7 of the Convention (e.g. training programs approved by the competent authority with no prejudice to school attendance).

2.5 Modern slavery and forced labour

Suppliers shall not tolerate any form of forced or compulsory labour, slavery and modern slavery, human trafficking, servitude, debt bondage, labour exploitation, verbal or physical humiliation, violence or coercion, mental abuse, sexual harassment, threat or intimidation, nor any other abusive working conditions (even if carried out as disciplinary actions).

Suppliers' employees shall enter employment relationship on a voluntary basis and shall have the right to terminate it with a reasonable notice period.

2.6 Passport/document withholding

Suppliers shall not withhold, seize, destroy or deny access to employees' passports and/or any other identity document, nor engage in any other action causing employees' restrictions of movement.

2.7 Health and safety

Suppliers shall manage their activities protecting people's health, safety and welfare, ensuring compliance with national, international, regional and/or local laws and regulations and all the commitments undertaken with third parties. To this aim, Pirelli expects its Suppliers to comply with national and international health and safety standards and regulation and to operate an effective and certified health and safety management system according to ISO 45001 or similar, while pursuing continuous improvement in occupational health and safety and welfare related aspects, taking into account the life cycle of their processes, products and services.

Suppliers are expected to provide their workforce (including employees, temporary workers, trainees, etc.) with a safe and healthy working environment that includes, as a minimum, potable drinking water, adequate lighting, temperature, ventilation and sanitation and, if applicable, safe and healthy company living quarters.

Suppliers shall also:

- Implement measures for the prompt identification, assessment and management of occupational health and safety risks, with the aim to prevent accidents and occupational diseases;
 - Provide appropriate controls, safe work procedures, adequate maintenance and necessary protective measures to mitigate health and safety risks in the workplace, including measures to prevent mental and corporal fatigue due to e.g. insufficient rest;
 - Develop, implement and properly testing emergency management programs designed to prevent accidents and avoid injury to people;
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- Provide proper training and information programs in order to educate and commit their workforce on risk management and protective measures;
- Protect their workforce from any chemical, biological and physical hazards in the workplace, as well as from risks associated with any infrastructures used by their workforce;
- Manage their Suppliers and contractors applying and expecting the same responsible approach on health and safety management at the respective operations.

2.8 Non-discrimination and fair treatment

Suppliers shall treat everyone with dignity and respect and provide equal employment opportunities and conditions based on the individual's ability to do the job, regardless of personal characteristics such as gender, gender identity and expression, sexual orientation, nationality, ethnic origin, social background, skin color, religious beliefs, political or other opinions, trade union affiliation, veteran status, disability, age, physical or mental disease, marital status, pregnancy, parenting or care-giving situation, as well as any other personal characteristics protected by national, international, regional and/or local laws and regulations.

Every aspect of the working life including selection stages, decisions regarding remuneration, professional classification, assignment of duties, training and career progression shall exclusively be determined on the basis of the skills, experience and professional potential that people have and the results achieved. Wage equity shall be guaranteed on equal merit-based conditions.

Suppliers shall not tolerate humiliating or physical punishment or allow any verbal, psychological, physical or sexual harassment or abuse in the working environment and shall commit to the prevention and elimination of such behaviors.

2.9 Freedom of association and collective bargaining

Suppliers shall recognize the right of its employees to form, join or not join trade unions or any other form of association and representation, as well as to collective bargaining, to the maximum extent permitted by national, international, regional and/or local laws and regulations.

Suppliers shall guarantee to employees the right to discuss freely working condition and share concerns with management, with no fear of punishment, retaliation or discrimination.

2.10 Rights of indigenous people and land grabbing

Suppliers shall recognize and respect the rights of local communities and indigenous people, safeguarding their cultural and natural heritage and local traditions and customs.

Suppliers shall not harm local living standards and economic conditions of the communities in which it operates, with specific attention to vulnerable groups, including but not limited to indigenous people, ethnic or religious minorities, women and children.

Suppliers shall not engage directly nor indirectly in illegal acquisition of land or the illegal deprivation of land, forests or waters that secure a persons living. Suppliers shall guarantee adequate compensation for land acquisition or rent, recognizing the rights of existing land users and local communities.

2.11 Use of internal security or third party security companies

Suppliers shall ensure proper instruction and control procedures when contracting or using own or third party private security companies. It must be ensured that the internal security or third party security companies will not disregard the human rights, use cruel treatment, violate the right of physical integrity or impair the freedom of association.

3. ENVIRONMENT

Pirelli expects its Suppliers to comply with national and international environmental regulations and standards and to operate an effective and certified environmental management system according to ISO 14001, Eco-Management and Audit Scheme (EMAS) or equivalent.

Suppliers are expected to manage and improve their environmental performances, reducing the impacts related to their products and services, on a life cycle perspective, according to the precautionary principle especially when natural resources needed to sustain food production, access to drinking water, access to sanitary facility or a person's health are impaired.

Suppliers, beyond the compliance to the legal requirements, are expected to prevent, reduce and mitigate any form of environmental pollution (air, water, soil & groundwater, etc.), to prevent environmental accidents and to promptly recover and restore in case they occur.

Suppliers are expected to identify the significant environmental impacts related to their business, develop and implement plans for their improvement and specific key performance indicators to monitors theirs performances.

Suppliers shall monitor, record, document and upon request provide Pirelli with environmental quantitative data and performances, Life Cycle Inventories/Assessment reports or Environmental Footprints.

3.1 Biodiversity and Natural Resources Preservation

Suppliers are expected to actively contribute to the protection of natural eco-systems, relevant biodiversity and eco-system services, to prevent the overexploitation of natural resources, to promote ecosystems restoration, to stop any contribution to deforestation, forest degradation and/or conversion, and to act in line with the internationally recognized *High Conservation Value* (HCV) and *High Carbon Stock* (HCS) approaches.

Suppliers are expected to identify, trace, monitor and upon request also share with Pirelli their use of natural resources (e.g. raw materials, freshwater, fossil and renewable fuels, etc.), analyzing their material impacts, their level of influence, the actions to be implemented and the targets to be pursued in order to reduce natural resources use and consumption.

Suppliers operating in sites containing critical biodiversity⁴ are expected to adopt the mitigation hierarchy model (avoid, minimize, restore & offset) to protect and enhance biodiversity.

3.2 Circular Economy

Suppliers are expected to support the use and the development of renewable⁵ and recycled⁶ raw materials.

Suppliers are expected to develop processes and product/services clearly designed to optimize the use of the resources, progressively substituting non-renewable resources with renewable or recycled ones, to be recyclable and recoverable, to prevent the waste production, to reduce their hazardousness and maximize the amount of waste sent to recovery operations and preferably to

⁴ Critical Biodiversity can include: 1. Globally and Nationally important biodiversity (legally protected areas, habitats, and species); 2. Internationally recognized areas: World Heritage Sites, Ramsar Wetlands, UNESCO MAB; 3. Species classified as Critically Endangered, Endangered, or Vulnerable on the IUCN Red List, endemic species.

⁵ Renewable Materials are natural resources, such as agricultural product or biomass, that, after exploitation, can return to their previous stock levels by natural processes of growth or replenishment (*), on a human time scale (**). Fossil resources and minerals are not renewable resources. Definition based on: (*) OECD glossary definition at <https://stats.oecd.org/glossary/detail.asp?ID=2290>; (**) ISO 17422:2018(en) Plastics — Environmental aspects — General guidelines for their inclusion in standards;

⁶ Recycled materials are materials derived from the conversion of waste, by means of any recovery operation which returns substances or materials used to fulfil a particular function, in place of virgin raw materials. Recycled materials are no more classified as a waste. Recycled materials do not include materials that are to be used as fuels, as other means to generate energy, or for backfilling operations. Definition based on Dir 2008/98/EC "Waste Framework Directive";

material recycling, in line with the Circular Economy model. For product and services supplied to Pirelli, reusable and returnable packaging are strongly invited.

3.3 Waste Management

Suppliers are expected to operate a waste management system to responsibly handle the produced waste, with special attention to hazardous waste, in compliance with applicable regulations. Suppliers are expected to ensure that transboundary movements of hazardous wastes and their disposal are compliant to the Basel Convention.

3.4 Greenhouse gases emissions reduction

Pirelli's Suppliers' base have a huge impact on the carbon footprint of Pirelli's products.

Pirelli demands its Suppliers to provide transparency regarding emissions data from their own operations as well as from upstream activities.

Suppliers are expected to improve their energy efficiency and to increase their use of energy from renewable sources, setting scientifically sound GHG reduction targets aimed at a progressive decarbonisation of their operations and supply chain.

Suppliers, upon request, shall supply Pirelli with products and services produced using renewable energy, and provide the proof of the origin of the renewable energy allocated the supply for Pirelli.

Upon request Suppliers shall share with Pirelli information on products and/or services GHG emissions (scope 1, 2 and 3), from cradle to Pirelli Gate and calculated according to globally recognized international standards (GHG Protocol, ISO 14064, ISO 14067, etc.).

3.5 Water preservation

Water is a vital resource. Suppliers are expected to responsibly preserve and manage water resources ("Water Stewardship"), optimize their water use, set targets to reduce its exploitation and returning water with a quality suitable for the interested ecosystem, with special care of those located in water stressed area or those with a high environmental and biodiversity value, possibly beyond the legal requirements.

Suppliers are called upon to adopt solutions aimed at wastewater reuse, also by means of dedicated treatments.

3.6 Single Use Plastic

Suppliers are expected to commit for the elimination of single use plastics from supplies and, upon request, to share with Pirelli their roadmaps and targets to this aim.

4. RESPONSIBLE MANAGEMENT OF MATERIALS

Materials are all chemicals, natural and synthetic polymers, textiles, metallic products and process auxiliaries used in the manufacturing of tyres and related businesses, there considering also materials for packaging.

Pirelli applies and supports the technical indications concerning a development model based on a sustainable chemistry⁷ provided by the Organisation for Economic Cooperation and Development (OECD).

In order to advance social responsibility and business ethics concerning management of materials, Suppliers are invited to go beyond the compliance with legal provisions, national laws and regulations, drawing upon technical “best practices” and internationally recognized standards as well.

Pirelli encourages its Suppliers of materials to engage in globally recognized, robust third-party audited certification systems of the environmental, social and business ethics sustainable governance of the materials supply chain starting from upstream level.

4.1 Hazardous Materials

Suppliers must comply with all applicable laws and regulation regarding formal duties about commercial products supplied to Pirelli, adopting best productive practices and addressing their potential environmental, health and safety concerns as prescribed by the highest internationally recognized standards and regulations.

⁷ “Sustainable chemistry is a scientific concept that seeks to improve the efficiency with which natural resources are used to meet human needs for chemical products and services. Sustainable chemistry encompasses the design, manufacture and use of efficient, effective, safe and more environmentally benign chemical products and processes” (Definition of Sustainable Chemistry, OECD website).

Pirelli requires 100% declaration of all substances contained in the products delivered to Pirelli. Based on international standards and regulations, Suppliers shall appropriately identify hazardous chemicals and mixtures and disclose them to Pirelli, also ensuring that they are handled, used, transported, stored, recycled and disposed in a safely way.

Suppliers are required to educate and train employees and materials Suppliers on health, safety and environmental aspects of hazardous materials through the tools and documents set forth by the aforementioned international standards and regulations.

4.2 Conflict minerals

Suppliers shall recognize the risk, concerning mining and trading of minerals to be used as raw materials, of adverse impacts to human rights violations, conflicts, child labor, illegal operations and unsafe health and safety conditions.

Suppliers shall conduct responsible supply chain management of any mineral potentially critical, with specific attention to those coming from Conflict Affected and High-Risk Areas, maintaining an active due diligence program by means of the procedures and tools by the Organization for Economic Cooperation and Development (OECD) and by the Responsible Minerals Initiative (RMI).

With specific reference to:

- “3TG”, namely gold, columbite-tantalite, cassiterite, wolframite and their derivatives (like tantalum, tin and tungsten);
- Cobalt;
- Natural Mica;
- Any other mineral mined, refined or traded in conditions of armed conflict or human rights abuses, in the Democratic Republic of the Congo, in other countries of the same region in Africa and in any Conflict Affected and High-Risk Areas.

Suppliers, where applicable, shall implement a specific due diligence program, in line with the above mentioned internationally recognized procedures and tools, to manage, investigate and trace the source of these minerals in order to ensure that goods provided to Pirelli are in compliance with the requirements mentioned by the relevant standards and laws.

5. BUSINESS ETHICS

Suppliers shall act with fairness, honesty, transparency and responsibility in any business activity and relations with its business partners (including but not limited to Pirelli), public officials or other third parties (either private or public).

Suppliers shall always comply at least with the minimum standard established by national, international, regional and/or local laws and regulations. Suppliers are expected to comply also with the international best practices, including the standards defined by the relevant international organizations (e.g. International Organization for Standardization (ISO)).

5.1 Fraud and illegal acts

Suppliers shall not engage nor tolerate any form of fraud, embezzlement, extortion, insolvency crime, illegal payment or other illegal act.

5.2 Corruption and bribery

Suppliers shall reject and prevent any active and/or passive corruption, carried out directly or indirectly, in any context, shape or form, in any affected jurisdiction and even where such activity is acceptable in practice, tolerated, or not prosecuted.

Suppliers shall not grant, offer or accept (neither for themselves nor for closely associated persons) bribes, kickbacks, facilitation payments, job opportunities, inappropriate gifts or entertainment, improper donations or improper payments, as well as any other kind of inappropriate favors or benefit to or from business partners (including Pirelli), public officials, or other third parties (either private or public). The above-mentioned behaviors are considered “inappropriate” or “improper” when they impose or are expected to generate a sense of obligation that may affect business decisions, even if they are not carried out with the direct or explicit purpose to obtain advantages or a preferential treatment.

5.3 Fair competition and anti-trust

Suppliers shall operate in compliance with the national, international, regional and/or local laws and regulations to protect and promote fair and free competition.

Suppliers shall not carry out practices nor enter into arrangements or agreements with competitors, suppliers, customers or other third parties devoted to restricts or potentially restrict fair and free competition, such as illegal price-fixing, exchange of sensitive information, market sharing, customer allocation or any other illegal or improper practice, at any level of the production or distribution chain.

Suppliers shall not abuse a possible market dominant position.

5.4 Conflicts of interests

Suppliers shall represent to Pirelli any situation in which private or other external interest conflicts with their job responsibilities with reference to Pirelli.

5.5 Export controls and sanction compliance

Suppliers are expected to monitor the evolution of the main national and international sanctions-related laws and regulations⁸ addressing, among others: export bans and controls, commodity trade restrictions, financial and banking constraints, arms, repression or dual use equipment embargoes and travel bans.

Suppliers shall not engage with sanctioned parties (both natural and legal persons) and, where necessary, Suppliers shall disclose promptly and fully to Pirelli any issue arising from such possible engagement.

5.6 Data protection

Suppliers shall protect the personal data of (i) Pirelli's representatives and contact persons and (ii) any other individual whose personal data Pirelli needs to share with Suppliers for whatever purpose, in accordance with any national, international, regional and/or local laws and regulations.

Suppliers shall implement adequate organizational and technical security measures to protect said personal data.

Where necessary, Suppliers shall disclose promptly and fully to Pirelli all possible breach of information security leading to the accidental or unlawful loss, unauthorized disclosure, alteration, destruction of, or access to, the personal information transmitted, stored or otherwise processed by Supplier.

⁸ Including, but not limited to, those issued by United Nations, European Union and United States of America.

5.7 Confidentiality

Suppliers shall safeguard confidential information of their business partners, implementing adequate measures to manage properly the collection, storage, use and sharing of such information as well as to prevent misuse, counterfeit, falsification, theft and undesired disclosure of data. Suppliers are expected to manage information according to the “need to know” and “least privilege” principles.

Suppliers shall treat any information they obtain from Pirelli, or which Suppliers become aware of, during business relationship (or in every respect related to Pirelli) in accordance with national, international, regional and/or local laws and regulations and contractual terms, including non-disclosure agreements (where applicable). Where no otherwise specified, Suppliers shall not disclose to third parties any information they obtain from Pirelli, or which Suppliers become aware of, during business relationship.

5.8 Intellectual property

Suppliers shall respect the intellectual property rights of Pirelli and any third party with diligence and seriousness. Suppliers shall not tolerate the use of counterfeit parts at any level of the production chain.

5.9 Governance, compliance and appropriate records

Suppliers are expected to adopt a proper governance and compliance system, including policies, procedures, management practices, risk assessment and internal controls, with the aim to guarantee transparency and accountability, to comply with national, international, regional and/or local laws and regulations and business partners' requirements and to prevent any form of fraud or other illegal or improper activity.

Suppliers shall obtain permits and licenses to perform their business, where required by national, international, regional and/or local laws and regulations.

Suppliers shall keep appropriate records of its business and related administrative activities, especially accounting bookkeeping, to ensure compliance with national, international, regional and/or local laws and regulations and generally recognized business practices.

Suppliers are expected to adopt whistleblowing and/or grievance mechanism allowing complaints and comments, both from internal and external stakeholders, also anonymously, without any retaliation, and to adopt proper actions to solve the issues identified.

6. DUE DILIGENCE

To verify Suppliers' compliance with this document Pirelli reserves the right to perform a due diligence process based on the "OECD Due Diligence Guidance for Responsible Business Conduct", there including the performance of third-party onsite audits at Suppliers' facilities.

In case of non-compliance with this Code, refusal to set a recovery plan or failure to implement an agreed recovery plan, may lead to the suspension or termination of Pirelli's business relations with the Suppliers at issue.

Upon request, Pirelli requires collaboration between Suppliers and sub-Suppliers with the target to obtain maximum transparency in relevant high-risk supply chains, to the source of origin if needed.

All Suppliers are called upon to implement a due diligence process themselves, to ensure that their supply chain comply with the standards and rules set out in this document, as well. This includes, but is not limited to contractual agreements, a Supplier policy for sustainable procurement and audits. Suppliers shall map their supply chain to effectively identify, analyze and prioritize material Sustainability risks and take appropriate measures to address them properly.

7. COMPLAINT PROCEDURE

Pirelli provides its Suppliers and all Stakeholders with a "[Group Whistleblowing Policy - Group Reporting Procedure](#)" published on Pirelli website. For Natural Rubber supply chain related complaints, a specific Grievance Procedure is also available within the [Pirelli Sustainable Natural Rubber Policy](#), published on Pirelli website.

All Suppliers are called upon to publish a whistleblowing and/or grievance mechanism themselves, putting this available to both internal and external stakeholders, allowing also anonymous complaints, granting no retaliation, and to adopt proper actions to solve the issues identified, requiring the same action to their own Suppliers.