

OUR COMMITMENT

Naturalleva brand of the VRM Group recognizes its active role in promoting a culture that aims to adopt responsible practices as an integral part of its processes. This effort, to be achieved, is also reflected to our suppliers and the entire supply chain that makes it up. For this reason, it was helpful to formalize a supplier code of conduct. This document embraces the fundamental principles enshrined in the ILO, International Labor Conventions, and aims to regulate and promote respectful practices and behaviors regarding labor, discrimination, health and safety, dialogue, and the environment.

As part of our continued growth, we expect our suppliers and sub-suppliers to follow these principles and commit their own suppliers to abide by them as well.

The following standards establish the requirements needed to qualify and maintain active collaboration as Naturalleva suppliers. We expect our suppliers to implement these requirements and continuously monitor their own and related providers' compliance. If suppliers fail to comply with the requirements mentioned in this code, it will be possible to terminate any previously established agreement or supply relationship.

FIELD OF APPLICATION

This document defines minimum non-negotiable standards for suppliers and is applicable to all Naturalleva vendors.

1) LICENSES AND LEGAL PERMITS

The supplier guarantees that it possesses all the legal permits and licenses required based on the nature of its economic activity and the location of its facility, as well as complies with all applicable regulations regarding labor laws, workplace safety, and workers' rights.

2) HUMAN RIGHTS AND WORKING CONDITIONS

2.1 Forced, bonded and forced labor or human trafficking

The supplier does not engage in or endorse any form of forced, bonded, or compulsory labor, including workers under threat of penalty, prison labor, deception, or lack of transparency regarding working conditions, payment for employment, or related fees.

2.2 Goods and services

The supplier guarantees free access to sanitary facilities and drinking water, the availability of public transportation or other accessible, affordable transport options, support in securing safe, dignified housing with adequate privacy, designated break areas, and a safe, intact, and clean working environment.

2.3 Child labor, child protection and the young workers

The supplier acknowledges the right to education, continuous training without interference, the right to rest and play, and the right to have basic needs met. It actively prevents and

commits to eliminating child labor from its supply chain, adhering to ILO conventions on the minimum working age or the applicable laws of the country of employment.

2.4 Discrimination and equal opportunity

The supplier guarantees equal treatment for all job applicants and employees in all aspects, including: disciplinary practices, job assignments, wages and benefits, promotions and other career opportunities, recruitment process and conditions, retirement, dismissal, training, and working conditions. This applies regardless of age, caste, color, disability, ethnicity, gender, legal status, marital status, nationality, parental status, union participation, political opinions, pregnancy, race, religion, or sexual orientation.

Additionally, the supplier ensures that during recruitment, it does not practice or encourage pregnancy or virginity testing, nor any medical tests unrelated to risk exposure. The supplier also guarantees the adoption of transparent disciplinary procedures, applying them objectively without imposing wage deductions or withholding employee benefits. This is to ensure dignity and respect for workers, avoiding negative consequences on their physical and mental well-being.

2.5 Freedom of association and collective negotiation

The supplier informs all employees that they are free to join or form worker organizations (such as trade unions or other groups representing their concerns and work interests).

2.6 Salaries and labor contracts

The supplier and/or employment agencies guarantee that they do not retain any documents that would prevent workers from freely terminating their employment, traveling, or leaving the country. All employees must have received, understood, and agreed to written and comprehensible information regarding their terms and conditions of employment.

The supplier ensures that wages are equal to or above the legal minimum wage (if no legal minimum exists, collective agreements or worker organizations' standards apply), that payments are transparent, and that maternity or paternity rights are upheld. Working hours must comply with ILO conventions and/or the applicable national laws, whichever imposes stricter requirements.

2.7 Dignity, health and safety of the worker and workplace environments

The supplier guarantees the implementation of appropriate training activities before employees begin work. Additionally, it must maintain, monitor, and update a risk assessment related to worker health and safety and workplace conditions to prevent accidents.

The supplier must provide all necessary PPE (Personal Protective Equipment) free of charge as defined in the risk analysis, ensure adequate first aid measures, and establish effective employee information and training systems on workplace safety. Where not covered by a national system, the supplier must provide work injury insurance for all employees. It must also adopt transparent and dignified internal codes of conduct and must not impose deductions on employees' base wages.

2.8 Privacy Protection

The provider ensures suitable spaces with separation by gender if required, protection and confidentiality of data (contracts, medical tests, hygiene services), efficient system for anonymous internal reporting and complaints including non-retaliation procedures.

2.9 Engagement and dialogue

The supplier ensures clear, effective, accessible and anonymous complaints mechanisms for all stakeholders, proactive engagement with local communities and indigenous peoples, and takes action to reduce its negative impacts to the extent possible by hiring employees from local communities.

3) NATURAL RESOURCES

The supplier is continuously committed to complying with local laws and regulations regarding air emissions, noise, pollution, and soil and water discharges, to reducing its environmental impact, and to managing natural resources efficiently. This includes implementing measures to prevent pollution, minimize energy use and waste production, and manage water resources responsibly. Suppliers will ensure continuous improvement of their overall environmental performance and will collaborate with their suppliers in this regard throughout the entire product supply chain, in order to transition to deforestation- and conversion-free supply chains.

Since 2021, VRM s.r.l. has been committed to monitoring its supply chains to achieve the goal of deforestation-free and conversion-free supplies for the sustainable sourcing of all its plant-based ingredients.

4) PRODUCT CHARACTERISTICS

- The supplier guarantees the absence (< 0.9%) of Genetically Modified Organisms and applies all necessary measures to prevent any inadvertent contamination.
- The supplier guarantees to declare the presence of active compounds, such as antibiotics or other medicinal additives, specifying their inclusion level, in order to ensure transparency of information.
- The supplier commits to informing Naturalleva of any changes regarding the characteristics of the raw materials supplied and/or the production processes.

5) IMPLEMENTATION

Naturalleva provides its employees and all stakeholders involved in the company's dynamics with the ability to access the Whistleblowing platform to securely, free of charge and anonymously report any significant issues or wrongdoing they have become aware of that violates this code.

To use the platform, simply access the company's website www.naturalleva.it

6) CONTROL ACTIVITIES

Naturalleva reserves the right to verify suppliers' compliance with this document through audit planning according to the SMETA methodology created by Sedex (ZC5000026897). This code shall be brought to the attention of all company personnel by posting on the company bulletin board or any other means that is considered effective.

7) VIOLATIONS

Compliance with the principles outlined in the Code is mandatory for all concerned parties. Therefore, in the event of violations, Naturalleva reserves the right to terminate any collaboration agreement. This relationship may also be terminated if there is evidence of

non-compliance with this Code of Conduct by the sub-suppliers of Naturalleva's direct suppliers.

By signing this Code of Conduct, the supplier declares to have READ, APPROVED, AND SIGNED ALL the points listed above.

Date _____

Stamp and signature _____