



Supplier Code of Conduct ENAV S.p.A. Group

Courtesy translation

ENAV S.p.A.

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1 – INTRODUCTION

The ENAV Group has paid special attention to non-financial requirements as far as its suppliers are concerned in order to acquaint itself with their social, environmental and governance performance.

In this area, ENAV conducts its business in a responsible manner and deems certain principles to be fundamentally important: for example, the transparent management of relations with stakeholders, respect for the environment and a positive impact on the community. This is a sustainable and responsible approach that also involves attention to suppliers in particular, because an informed management of the supply chain is increasingly important for ENAV, whose objective, accordingly, is to examine their social, environmental and governance performance.

Thus, ENAV has decided to draw up this Supplier Code of Conduct (hereinafter the “**Supplier Code**”), which is to be complied with by all the parties who are awarded contracts for services, supplies and work for the Group.

The principles laid down in the body of this Code shall also be complied with by ENAV’s subcontractors and sub-suppliers: in fact, all supplier companies will be asked to verify and demonstrate that their “own suppliers” also observe these principles.

If it is not possible to do so, the supplier will be asked to state the reasons therefor and the supplier company will be held liable for any failure to comply with the Code or any breach thereof.

The Code describes what ENAV expects from its suppliers with regard to the main areas of the process of responsible procurement. It is composed of various sections and lays down binding provisions with regard to the following items: Labour and Human Rights, Health and Safety, Environment, Business Ethics and Management System.

All suppliers must undertake to comply with this Code and the principles laid down therein if they wish to establish or maintain a commercial relationship with ENAV.

1.1 Laws and regulations

All suppliers shall comply with the laws and rules applicable in the country in which they operate (for example: labour law, human rights, health and safety, environmental impact, quality of products and services, etc.).

In addition to the laws and regulations applicable at a local level, ENAV’s Supplier Code sets out minimum requirements based on international principles that could be



more restrictive than is required by law. Suppliers are required to act in conformity to the more restrictive principle, provided that doing so does not breach any applicable local laws and regulations.

If a conflict arises between the Supplier Code and local laws or regulations, the latter shall prevail. The supplier concerned shall promptly give notice thereof to ENAV, informing how it believes it can continue to comply with the principles of the Supplier Code without breaching any provision of law.

1.2 Reporting doubts or breaches

Suppliers are required to promptly report any possible doubts concerning any requirement of the Supplier Code, as well as any alleged or actual breaches of the law, the Code of Ethics, the Policy for Prevention of Corruption, the Guidelines to the Management System for the Prevention of and Fight against Corruption, the Supplier Code or of any other contractual arrangement with ENAV. This includes breaches committed by any employee, advisor, partner, agent or any other representative who acts in the name and/or on behalf of the supplier or ENAV.

Reports may be made:

- by sending an email to procurement@pec.enav.it or by a letter addressed to the Procurement - Methodologies and Tools office – ENAV S.p.A., Via Salaria no. 716 – 00138 Rome – Italy;
- by using the reporting channel available on the company's web portal, which is governed by the Whistleblowing Regulation.

1.3 Monitoring compliance and corrective measures

Through its employees or third parties, ENAV reserves the right to carry out inspections or audits to verify whether its suppliers comply with this Code, the Policy for Prevention of Corruption and the Guidelines to the Management System for the Prevention of and Fight against Corruption (SGPC).

Suppliers shall allow ENAV or its representatives access to their premises to examine documents, take photographs and conduct personal interviews with their management and employees.

Suppliers are required to keep any and all relative documents and make them available for consultation, including any books and registers necessary for verifying compliance with this Code and any applicable laws. Should the documents not be



available on the supplier's premises, it must arrange to place them at ENAV's disposal during the inspection.

If any instance of non-compliance with this Code, the Policy for Prevention of Corruption and the Guidelines to the Management System for the Prevention of and Fight against Corruption (SGPC) is found, ENAV reserves the right to terminate the contract with the supplier with immediate effect or to ask it to take corrective measures within a reasonable period of time.

In the latter case, ENAV reserves the right to terminate the contract in the event of any unjustified delay or any failure to take corrective measures within the deadline that has been set.

1.4 Transparency and traceability

ENAV considers it to be fundamentally important to take an approach based on transparent relations with its suppliers in order to conduct its business with a view to sustainability.

Also for this reason, it asks all its suppliers to foster, in their supply chain, responsible procurement practices that ensure compliance with this Code on the part of both their company organisational units, and their sub-suppliers and subcontractors, thus encouraging them to monitor compliance at all levels of the chain.

Suppliers are required to inform ENAV of the details of the regulations applying to the sub-suppliers and subcontractors involved in the process of supplying products and providing services and/or in works contracts, especially information on the geographic location of any and all organisations concerned with the performance of the contract or the execution of the supply, thus ensuring their full traceability.

1.5 Updates to the document

The Supplier Code is not a static document: in order for it to be an important benchmark and ensure the adequacy and efficacy of its contents and its application, it is reviewed periodically according to developments in regulations and legislation, best practices and inputs from stakeholders.

Any suggestions, opinions and comments on the Supplier Code may be sent by email to procurement@pec.enav.it or by a letter addressed to the Procurement - Methodologies and Tools office – ENAV S.p.A., Via Salaria no. 716 – 00138 Rome – Italy.



2 – LABOUR AND HUMAN RIGHTS

2.1 Employment relationships

ENAV suppliers are required to only engage workers who meet legal requirements for access to labour market in accordance with the rules of the country in which they operate.

The employment contract between the supplier and its employees must be freely agreed between the parties in accordance with applicable law and practices, just as its possible termination shall be managed in accordance with the law. Even in the management of any possible redundancies, suppliers shall limit the effects of the action that they take where possible and within the applicable legal framework, providing the employees involved with appropriate information and suitable assistance.

Suppliers are required to respect employees' right to privacy as prescribed by law. Employees' documents shall be kept confidential and personal and sensitive information shall only be accessible to authorised personnel and possibly to any inspectors designated by ENAV. Moreover, the use of this information for purposes of discrimination or any other reasons that do not abide by applicable law shall be prohibited.

All suppliers shall inform ENAV of any presence and origin of materials governed by the Conflict Minerals Regulation [1].

[1] also known as 3TG (Gold, Coltan/columbite-tantalite, Cassiterite, Wolframite) and their derivatives (Tantalum, Tin, Tungsten) if contained in the products supplied. For this purpose, a careful investigation into their supply chain shall be conducted as provided for in the OECD Guidelines, which set out the requirements prescribed for due diligence into the matter.

2.2 Child labour, young workers, apprentices and interns

ENAV suppliers shall not engage persons who have not reached the minimum age for entering the labour market in accordance with the law in the country concerned. In any case they shall not engage persons under the age of 15. They are also required to adopt a management and control system that enables them to check all employees' age by examining their legally recognised personal identity documents. If these documents are not available, ENAV suppliers shall use any other reliable means to ascertain employees' age.

The type of work, duties and working conditions of employees under the age of 18 (young workers) shall comply with the law and, as a binding condition, not constitute a risk to their health and physical and moral safety.



Apprenticeship or intern programmes shall not be used to avoid the full or partial payment of salaries and wages or benefits prescribed by law.

2.3 Forced or compulsory labour, contract work, slavery, trafficking and imprisonment

ENAV suppliers are forbidden to engage in any form of forced or compulsory labour, work performed under the obligation to repay a debt, slavery, human trafficking and work performed in conditions of psychological and/or physical coercion.

ENAV suppliers may not oblige their employees to work overtime or render their services for hours of overtime in excess of the limits permitted by law.

The employees of ENAV suppliers must be in possession of their personal identity documents or have direct control over them, must have freedom of movement and must have the right to terminate their employment contract, provided that they do so in accordance with the terms of notice prescribed by law.

2.4 Working hours

Normal and overtime working hours shall comply with any applicable legal requirements and national collective labour agreements.

Overtime, however, shall be requested on a voluntary basis.

2.5 Remuneration and benefits

ENAV suppliers shall pay their employees for the hours of overtime worked on the basis of the percentage increase prescribed by law, as well as by National Collective Labour Agreements and supplementary and voluntary agreements. If the law is less restrictive, it is suggested that suppliers pay overtime at a higher than the normal rate.

If no minimum wage is set by law or under collective labour agreements, wages shall be sufficient to satisfy employees' basic needs and provide them with an income that is sufficient for this purpose.



ENAV suppliers are required to grant any benefits prescribed by law, including social security, parental leave, annual leave and public holidays.

2.6 Discrimination

Employees shall not undergo any type of discrimination founded on gender, sexual orientation, race, religion, nationality, age, political opinions, membership of a trade union, physical or mental disability, pregnancy, social or ethnic origin or any other personal status or characteristic.

2.7 Abuse, coercion, harassment and disciplinary measures

Employees of ENAV suppliers shall be treated with dignity and respect and in no circumstances may be subjected to verbal, physical or psychological abuse, coercion, pressure or threats, corporal punishment or any other form of harassment during their recruitment, as well as in the course of or throughout their work relationship.

ENAV suppliers shall not agree to the adoption of disciplinary measures or the imposition of fines for disciplinary reasons that are illegal or excessive. Any other form of reduction in wages shall be approved by the employee in writing.

2.8 Freedom of association and collective bargaining

In compliance with applicable law, ENAV suppliers are required to acknowledge and respect employees' right to associate, organise or belong to a trade union and negotiate collective agreements lawfully without suffering any interference, sanctions or retaliation. ENAV suppliers are required to take an open and constructive attitude towards trade union activities.

2.9 Training and development

ENAV suppliers shall ensure that suitable instruments are available for the development of all employees' skills and abilities.



3 – HEALTH AND SAFETY

3.1 Working environment

ENAV suppliers are required to give employees a healthy and safe working environment: for example, they shall prevent noise pollution, provide adequate lighting, ventilation, hygiene, access to drinking water and clean workplaces, toilets in particular. Moreover, suppliers that provide accommodation and canteens for their employees are required to ensure the safety and hygiene of these facilities and comply with any and all applicable laws in the matter.

3.2 Accident prevention

ENAV suppliers shall take all the steps necessary to prevent the occurrence of incidents and accidents and comply with all applicable laws governing health and safety at work: for example, they shall put instruments in place that prevent and respond to emergencies, manage safety in buildings and firefighting systems, check first aid kits and personal protective equipment and ensure that electrical equipment and systems are safe.

3.3 Health and safety manager

ENAV suppliers are required to appoint a health and safety manager, who must see that adequate training in health and safety rules is given to employees and shall also keep a record of training courses given.

3.4 Health emergencies

ENAV S.p.A. suppliers shall take all the necessary steps to handle any possible health emergency such as the spread of pandemic viruses and/or viruses deriving from natural disasters in order to protect the health of all their employees and all the stakeholders involved in their activities. In order to prevent and cope with health emergencies, suppliers undertake to observe instructions that competent Authorities hand down with the purpose of ensuring an adequate level of safety.

In order to be sufficiently prepared for any possible health emergency, suppliers shall endeavour to instruct their employees in the use of the means available for avoiding interruptions in work (email, telephone, video conference and other IT systems).



In any case, all suppliers that enter ENAV's headquarters shall always and in all circumstances observe the required safety measures.

4 – ENVIRONMENT

4.1 Environmental impact

ENAV asks its suppliers to undertake to reduce the environmental impact of their products and services and to respect ecosystems and biodiversity.

ENAV S.p.A. suppliers are required to comply with all environmental laws and regulations, including those governing the handling of solid and hazardous substances and waste, as well as the management, utilisation and disposal of waste water, emissions into the atmosphere and noise pollution.

ENAV encourages its suppliers to monitor their environmental sustainability policies on an ongoing basis and to improve them, paying particular attention to the reduction, reuse and recycling of their waste.

ENAV particularly recommends that their suppliers whose manufacturing processes have a strong impact on the environment adopt international standards and obtain certain certifications in the areas of environmental management systems (ISO14001, EMAS etc.) and products (EPD, Ecolabel etc.).

Furthermore, ENAV S.p.A. advises its suppliers to put additional measures in place to counter climate risk in particular, such as reducing CO2 emissions, fostering sustainable mobility and, where applicable, adopting a smart or remote working policy.

4.2 Efficiency of resources and clean energy

ENAV suggests that its suppliers reduce the consumption of resources and/or raw materials. They are asked to search for new solutions to improve water and energy efficiency, use renewable sources and track, document and analyse the efforts that they make to reduce the environmental impact of their processes, products and services when this is possible.



4.3 Hazardous substances and substances subject to restrictions

ENAV suppliers shall identify chemical agents and other products that might constitute a danger to the environment so that they can ensure that such agents and products can be used, stored and disposed of in conditions of safety.

ENAV shall also ask its own suppliers to identify, monitor, control, treat and reduce hazardous emissions into the atmosphere, waste water and waste deriving from their operations.

4.4 Waste reduction: management of waste water, solid waste and rainwater

ENAV asks its suppliers to commit themselves to reducing – and, when possible, eliminating – waste of all types.

If waste cannot be completely eliminated, ENAV suppliers shall undertake to oversee all the phases of its collection and disposal, complying with the laws and regulations in force in a manner that is safe for the environment. The measures involved include action to prevent spills and leaks from ending in the drains unlawfully.

It is necessary to make sure that any possible action is taken to treat waste water and solid waste deriving from manufacturing, industrial processes and healthcare services in a correct manner.

5 - PRIVACY, INTELLECTUAL PROPERTY, SECURITY AND INFORMATION SECURITY – CYBER SECURITY

5.1 Privacy

ENAV S.p.A. suppliers shall apply the provisions of the GDPR or comply with the regulations applicable in the matter of Privacy. The GDPR or any other possible rules shall, in any case, be applied on the basis of principles of fairness, necessity, lawfulness, transparency and protection of confidentiality.

Suppliers undertake to comply with, observe and apply the provisions governing Privacy in the Contracts issued by ENAV after the award procedures have been completed.



5.2 Intellectual property

The contents and information that ENAV shares with its suppliers are to be considered as confidential and protected by copyright or other intellectual property rights (including rights over databases) recognised under any applicable national, EU and international laws.

Suppliers undertake not to transmit, sell or distribute information and content passed on to them by ENAV on any basis, either in whole or in part, without prior permission.

ENAV suppliers are required to comply with, observe and apply the provisions laid down in the Contracts issued by ENAV as to specific intellectual property clauses.

5.3 Security

ENAV's nature and mission require suppliers and sub-suppliers, as well as their employees and advisors to adapt their conduct in such a way as to ensure the security of the ENAV Group's infrastructures and personnel. In particular, should they find themselves working in special protection areas, such as airports, aviation facilities and areas of interest for the security of the Italian Republic, they should put in place training, awareness-raising measures and take positive and formal action to ensure compliance with the provisions of laws and regulations, as well as the full implementation of the rules in ENAV's security management system, which also apply to third parties.

Suppliers, sub-suppliers, advisors and their employees are also required to promptly report any event regarding the security of ENAV's infrastructures and personnel that might even potentially be of prejudice to ENAV's interests. Reports should be submitted in the specific manner laid down in the procedures that have been notified in advance to the suppliers themselves.

5.4 Information security – Cyber Security

ENAV attaches prime importance to the security of information, both in terms of the protection of personal data and in the implementation of certain mandatory regulations that are directly linked to its institutional mission and, more generally, as a tool for the protection of matters of public concern, third parties and the corporate structure in a world that is increasingly digital and interconnected.

For this reason, ENAV lays down stringent, explicit and formalised rules for the protection of the information, systems and networks that enable it to fulfil its mission and perform its activities and those of its subsidiaries. Accordingly, its suppliers and their sub-suppliers, collaborators and advisors, are required to comply



with these rules, while respecting, applying and observing the provisions of laws, regulations and contractual clauses in the matter.

Suppliers and third-party partners will be appraised regularly by using audits, checks and any other form of evaluation to confirm that they comply with their contractual obligations.

Employees and other providers of services, whatever the form of their contracts, who have access on any basis to the processing of information pertaining to ENAV; who may find, even casually, that they are in a position to act on systems pertaining to ENAV; or who have any interaction with these systems, shall be informed and trained, in a documented manner, about compliance with the principles of information security and conform to the laws, regulations, orders and rules governing the protection of information security.

Suppliers, sub-suppliers, advisors and their employees are also required to promptly report any event regarding the security of ENAV's information, systems and networks that, even potentially, might be of prejudice to ENAV's interests. Reports should be submitted in the specific manner laid down in the procedures that have been notified in advance to the suppliers themselves.

6 – BUSINESS ETHICS

6.1 Guiding principles

ENAV suppliers are urged to follow the highest standards of integrity, honesty and fairness in all their business activities. They are also required to comply with the laws, the Code of Ethics, the Policy for Prevention of Corruption and the Guidelines to the Management System for the Prevention of and Fight against Corruption (SGPC), which expressly prohibit corruptive, extortionate practices and money laundering. Falsifying documents or issuing false declarations regarding conditions or practices followed in the supply chain may be deemed to be causes of termination of contract, without prejudice to civil and criminal consequences in current laws.

ENAV suppliers are required to refrain from rigging tenders, fixing prices or other improper commercial practices in breach of laws governing fair competition and antitrust matters.

Suppliers are required to refrain from offering gifts, entertainment services or hospitality to ENAV employees in accordance with the provisions laid down in the Guidelines to the Management System for the Prevention of and Fight against Corruption (SGPC).



6.2 Conflict of interest

Suppliers are required to inform ENAV of every situation that may appear to be in conflict of interest before establishing any commercial relationship and report any case in which an employee is a relative of an employee of ENAV who is in a position to sway the negotiation of a contract and the performance of a commercial relationship.

Suppliers shall avoid conduct that could put an obstacle in the way of the relationship of trust with ENAV. For this reason, they shall inform ENAV of any possible conflict of interest or of situations that could constitute a potential conflict of interest. Suppliers shall never try to take advantage of their personal dealings with ENAV employees during their employment relationship with ENAV.

6.3 Protection and confidentiality

Suppliers are required to respect third parties' intellectual property rights, and protect ENAV's information that is confidential and that concerns intellectual property, know-how and trade secrets and utilise them solely for the purposes allowed by the company. The confidentiality obligation still remains in force after the termination of the relationship with ENAV.

Suppliers shall consider any information regarding ENAV's activity to be strictly confidential and only allow collaborators directly involved in a project access to such information.

Suppliers shall never disclose sensitive information regarding ENAV to third parties, even by means of dissemination to the public, except as specifically authorised by the company.

6.4 Fair competition and money laundering

All ENAV suppliers shall conduct their business in conformity to the principles of fair competition and applicable antitrust regulations.

No supplier may be involved, or take part in any way, in any activity that may, even only apparently, be connected with money laundering.



6.5 Financial responsibility

ENAV suppliers shall comply with all applicable domestic and international laws in the matters of accounting, tax and transparency and avoid any form of tax evasion or avoidance, money laundering and any other unlawful conduct.

7 – MANAGEMENT SYSTEM

7.1 Determination of a management system

ENAV S.p.A. suppliers are asked to adopt or implement one or more management systems that ensure that operations satisfy the requirements requested, comply with current laws and regulations, fulfil the responsibilities set down in this Code and reduce the operational risks associated with these responsibilities.

The management system shall include the following elements: commitment and responsibility at executive level; processes to identify, monitor and comply with any current and relevant laws, regulations, standards and requirements; risk management; communications and offers of training for all workers in the manner decided upon by the suppliers; the identification, monitoring and, where possible, implementation of solutions for a reduction in the environmental impacts of the supplier's activities; and ongoing evaluations, monitoring and continuous improvement, including corrective measures. There shall also be a system that allows workers the possibility of making complaints anonymously without fear of retaliation, except in cases where this is prohibited by law.

ENAV S.p.A. suppliers are asked to launch a program that ensures ongoing monitoring on the part of these reporting systems and records the issues reported and the steps taken to resolve them.

7.2 Resilience

ENAV asks its suppliers to include flexibility in its business model so that they are able to adapt to new and volatile market trends resulting from environmental or systemic risks or merely from its rapid evolution, handling any unforeseen circumstances that may arise and affect their normal business. It is fundamentally important to foster a satisfactory risk culture in order to achieve a rapid resumption of business continuity, security of IT systems and the capacity to operate and communicate.



Economic operators whose products are in the chain of supplies that are critical for ENAV's institutional activities are required to comply with the business continuity clauses laid down as per contract, as well as undergo the periodic audits referred to in the related plans and spread awareness among sub-suppliers, advisors, employees and providers of services on any basis, awareness of the dependencies and potential impacts that may be generated on ENAV's functions, while endeavouring to mitigate any associated risks and reduce any adverse consequences to a minimum.

7.3 Sharing the Code of conduct

In order to ensure compliance with this Code on the part of all the players in the supply chain, ENAV S.p.A. requests its suppliers, in their turn, to communicate the contents of this document to their own suppliers (sub-contractors and sub-suppliers), to share its contents with them and to explain its contents to them.

ENAV suppliers are required to plan and arrange for training courses so that their employees can acquire a degree of knowledge appropriate to the contents of this Supplier Code.

ENAV asks all suppliers to provide suitable documentary evidence of having shared the principles and values set out in this Code.

The Procurement Manager
Giovanni Vasta

Courtesy translation