

# **BOLOGNAFIERE COSMOPROF S.P.A.**

## **Management procedure for whistleblowing**

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**Approved by means of resolution by the Board of Directors held on December,  
11<sup>th</sup>, 2023.**

**Effective as of December , 12<sup>th</sup>, 2023.**



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## 1. OBJECTIVES:

The scope of this procedure (hereinafter 'Procedure') is to regulate the process of transmitting, receiving, analysing, managing and processing Whistleblowing Reports made, even anonymously, by Cosmoprof Personnel and/or Third Parties (as defined below) relating to civil, criminal, administrative and/or accounting offences, as well as breaches of national and/or European regulations, as well as illegal conduct pursuant to Legislative Decree 231/2001 or conduct in breach of the Cosmoprof Organisational Model and/or Code of Ethics as well as any other instrument of the internal regulatory system (procedures, policies, operating instructions, etc.) implemented by Cosmoprof.

The objective pursued is to provide the Whistleblower with clear operational indications on the contents, recipients, and channels for the transmission of Whistleblowing Reports, as well as on the forms of protection that are guaranteed.

## 2. REGULATORY REFERENCES

*Whistleblowing* is a tool of Anglo-Saxon derivation through which employees of a public or private organisation report a possible fraud, a crime, an offence, or any irregular conduct committed by other persons belonging to the organisation to specific internal or external control bodies. The scope is to enable organisations to deal with the reported problem as soon as possible, disclosing situations of risk or damage and contributing to the prevention and combating of any wrongdoing.

The Procedure is aimed at implementing Legislative Decree 24 of 10 March 2023, bearing the transposition of Directive (EU) 2019/1937 concerning 'the protection of persons who report breaches of Union law (the so-called Whistleblowing directive)' ('Decree').

For all matters not expressly indicated in this Procedure, the provisions of the aforementioned Decree remain fully applicable.

The aforementioned legislation provides, in brief,

- a system of protection for persons who report information, obtained in the Work context, relating to violations of national or European Union regulations that harm the public interest or the integrity of the body;
- protective measures, including the prohibition of retaliation, to protect the Whistleblower as well as the Facilitators, the Whistleblower's colleagues and relatives and the legal entities connected to the Whistleblower;
- the establishment of internal whistleblowing channels within the Entity for the forwarding of Reports that guarantee, also through the use of cryptographic tools, the protection of the confidentiality of the identity of the Whistleblower, as well as of the Person Involved and/or in any case mentioned in the Whistleblowing Report, of the content of the Report and of the relevant documentation;
- as well as the right to file a complaint with the judicial or accounting authorities, the possibility (if one of the conditions set out in Article 6(1) of the Decree is met) to make external Reports through the channel managed by the National Anticorruption Authority (hereinafter ANAC), as well as to make public Disclosures (if one of the conditions set out in Article 15 paragraph 1 of the Decree is met), through the press or electronic means or means of dissemination which can reach a large number of people;

- disciplinary measures as well as administrative fines issued by ANAC in the cases provided for in Articles 16 and 21 of the Decree.

### 3. DEFINITIONS

For the purposes of this Procedure the following definitions shall apply:

**Cosmoprof:** BolognaFiere - Cosmoprof S.p.A.

**Work Context:** the work or professional activities, past or present, carried out by Cosmoprof Personnel or Third Parties within the scope of the legal relations established by them with Cosmoprof;

**Decree:** Legislative Decree 24 of 10 March 2023, bearing the transposition of Directive (EU) 2019/1937 concerning the 'protection of persons who report breaches of Union law (the so-called Whistleblowing directive)'

**Public disclosure:** making information on breaches available in the public domain through print or electronic media or by means of dissemination capable of reaching a large number of people. Pursuant to Art. 15, paragraph 1 of the Decree, the Whistleblower may make a public disclosure if one of the following conditions is met (i) he/she has already filed a Report, either internally or externally, or has filed an external Report directly and has not received a reply within the prescribed time limits on the measures foreseen or adopted to follow up the Reports; (ii) he/she has well-founded reason to assume that the breach may constitute an imminent or obvious danger to the public interest (iii) has well-founded reasons to assume that the external Report may entail the risk of retaliatory conduct or may not be effectively followed up by reason of the specific circumstances of the case, such as where evidence may be concealed or destroyed or where there is a well-founded fear that the recipient of the Report may be colluding with or involved in the violation;

**Facilitator:** the natural person who assists the Whistleblower in the Whistleblowing process and who operates in the same Working Context and whose assistance is to be kept confidential;

**Gruppo BolognaFiere:** BolognaFiere S.p.A. and/or its subsidiaries pursuant to Article 2359, paragraph 1, no. 1 of the Italian Civil Code.

**Information on breaches:** information, including reasonable suspicions, concerning breaches specified in Section 5.1 committed or that, based on solid evidence, are likely to be committed in the Workplace, as well as information concerning conduct, including omissions, aimed at concealing these breaches. The definition also includes information on breaches that were acquired in the context of a legal relationship that has not yet commenced or terminated, in the meantime, if such information was acquired in the context of the work context, including the probationary period, or in the selection or pre-contractual phase;

**Organisational Model:** the organisation, management and control model adopted by Cosmoprof pursuant to Legislative Decree 231/2001;

**Supervisory Board:** the Cosmoprof Supervisory Board, appointed pursuant to Article 6, point 1, letter b) of Legislative Decree 231/2001, equipped with autonomous powers of initiative and control with the task of supervising the functioning and compliance with the Organisational Model and ensuring that it is updated;

**Involved Person:** the natural or legal entity mentioned in the Report made through the internal or external channel, complaint, Public Disclosure, as a subject to whom the violation is attributed or as a person in any

way involved in the breach reported or publicly disclosed;

**Cosmoprof personnel:** employees of Cosmoprof whatever their contractual category and the level of classification and position held, including permanent and non-permanent employees, managers, middle managers, collaborators, interns, etc., as well as members of the administrative, management, control, supervisory or representative bodies of Cosmoprof (e.g. Shareholders' Meeting, Board of Directors, Board of Statutory Auditors, Supervisory Board, etc.) even if they carry out these functions on a mere de facto basis;

**Whistleblower:** the natural person making a Report through the internal or external whistleblowing channel, complaint, public disclosure, on violations acquired in the context of their own Work Context;

**Whistleblowing Report:** the written or oral communication regarding violations as further specified in Section 5.1;

**External Reporting:** the written or oral communication of Information on violations made by the Reporting Party through the external reporting channel activated by the National Anticorruption Authority (ANAC). Pursuant to Article 6, paragraph 1 of the Decree, the Whistleblower may make an External Report if one of the following conditions is met: i) there is no mandatory activation of the internal reporting channel within the Work Context, i.e. the internal reporting channel, even if mandatory, is not active or, even if activated, does not comply with Article 4 of the Decree; ii) they have already made an Internal Report and it has not been followed up; iii) they have well-founded reasons to believe that, if they had made an Internal Report, it would not have been effectively followed up or would involve the risk of retaliatory conduct; iv) it has well-founded reasons to believe that the breach may constitute an imminent or obvious danger to the public interest;

**Internal Whistleblowing:** the communication, written or oral, of information on breaches made by the Whistleblower through the internal channel;

Third parties: natural or legal entities, other than the Cosmoprof personnel that have, for various reasons, employment, collaboration or business relationships with Cosmoprof including - but not limited to - customers, partners, suppliers of products or services (including subcontractors), self-employed workers or holders of collaborative relationships, freelancers, consultants, agents and intermediaries, volunteers and trainees (paid or unpaid), or anyone with whom Cosmoprof has an interest.

**Legal Officer:** the person at Cosmoprof appointed as the recipient of Whistleblowing Reports with the task of carrying out - also with the cooperation of the Supervisory Board (if the report concerns illegal conduct pursuant to Legislative Decree 231/2001 or violations of the organisational, management and control model) and any other pertinent company offices and/or third parties - investigations into the facts covered by the Whistleblowing Report, in order to assess whether they are not manifestly unfounded and to propose suitable measures to the competent bodies of the Company;

Whistleblowing Reporting: Semi-annual report drafted by the Legal Officer indicating Whistleblowing Reports (i) received in the semester of reference, (ii) received in the previous 6 months but not yet filed in the semester of reference, (iii) filed in the semester of reference. The status of each Whistleblowing Report and any action taken by Cosmoprof (corrective action and disciplinary measures) is reported in the Reporting.

**Retaliation:** any conduct, act, or omission, even if only attempted or threatened, carried out as a result of the Whistleblowing Report carried out through the internal or external whistleblowing channel, complaint, public disclosure and that results or may result in unfair harm to the Whistleblower, directly or indirectly.

## 4. RECIPIENTS

In accordance with the Decree, the persons who can make Reports are:

- shareholders and members of the administrative, management, control, supervisory or representative bodies of Cosmoprof (e.g. Shareholders' Meeting, Board of Directors, Board of Statutory Auditors, Supervisory Board, etc.) even if they carry out these functions on a mere de facto basis;
- employees of Cosmoprof whatever their contractual category and the level of classification and position held, including permanent and non-permanent employees, managers, middle managers, collaborators, interns, etc.,
- self-employed workers and those with a collaborative relationship who carry out their work at Cosmoprof;
- customers, partners, suppliers of products or services (including contractors/subcontractors), freelancers, consultants, agents and intermediaries who work at Cosmoprof;
- volunteers and trainees, paid and unpaid, who work at Cosmoprof.

The protection towards Whistleblowers operates even if the legal relationship has not started if the Breach Information was acquired during the selection process or in other pre-contractual stages, during the probationary period and after the termination of the relationship if the Breach Information was acquired during the relationship.

The protection granted to Whistleblowers is also extended to:

- Facilitators;
- to people belonging to the same work context as the Whistleblower and who are connected to the Whistleblower by a stable emotional or family relationship up to the fourth degree;
- to colleagues of the Whistleblower who work in the same Workplace or who have a regular and current relationship with the Whistleblower;
- the entities owned by the Whistleblower or for which the Whistleblower works, as well as entities operating in the same Working Context as the Whistleblower.

The provisions of this document also apply to anonymous Whistleblowing Reports, provided they are suitably substantiated, as defined in this Procedure.

## 5. CHARACTERISTICS OF THE WHISTLEBLOWING REPORTS

### 5.1 Subject matter and content of the Whistleblowing Report

The persons identified in Section 4 may transmit Whistleblowing Reports concerning conduct, acts, or omissions, committed or attempted, consisting of

- (i) administrative, accounting, civil or criminal offences taking place in the Work Context;
- (ii) unlawful conduct pursuant to Legislative Decree 231/2001 or violations of the Organisational Model, the Code of Ethics of the BolognaFiere Group or any other instrument of the internal regulatory system (procedures, policies, operating instructions, etc.) in force at Cosmoprof, which may be sanctioned by disciplinary action;
- (iii) offences (always occurring in the Work Context) that fall within the scope of the European Union or

national acts indicated in the Annex to the Decree or national acts that constitute an implementation of the European Union acts indicated in Directive (EU) 2019/1937 and that relate to the following areas: public procurement, services, products and financial markets and the prevention of money laundering and the financing of terrorism; product safety and compliance; transport safety; environmental protection; radiation protection and nuclear safety; food and feed safety and animal health and welfare; public health; consumer protection; privacy and personal data protection and the security of networks and information systems;

- (iv) acts or omissions affecting the financial interests of the European Union (Art. 325 TFEU) specified in any relevant secondary European Union law;
- (v) acts or omissions affecting the free movement of goods, persons, services and capital in the internal market, including violations of European Union rules on: a) competition; b) State aid; c) corporate taxation;
- (vi) acts or conduct that defeat the object and purpose of the provisions set out at points iii), iv) and v);
- (vii) acts or conduct that are likely to cause damage or harm of any kind (e.g. financial, image, etc.) to Cosmoprof or its shareholders or damage to Cosmoprof Personnel or Third Parties.

On the other hand, Whistleblowing Reports containing disputes, claims or requests of a personal nature made by the Whistleblower, which relate to individual work relations or relations with hierarchically senior figures, colleagues or collaborators, are not admissible unless they are connected with or refer to violations of the Organisational Model, the Code of Ethics of the BolognaFiere Group or any other instrument of the internal regulatory system (procedures, policies, operating instructions, etc.) in force at Cosmoprof, which may be sanctioned by disciplinary measures.<sup>1</sup>

Whistleblowing Reports must be made in good faith, must originate at least from well-founded suspicions and, in order to allow the Company to carry out the necessary verifications and ascertain the grounds of the facts that are the subject of the Report, must be based on solid elements acquired in the context of the Workplace. In particular, the Whistleblowing Report should preferably contain the following elements:

- a precise description of the facts covered by the Report;
- if known, the circumstances of time and place in which the facts covered by the Report were committed;
- if known, the personal details or other elements (such as the position and department in which the activity is carried out) that make it possible to identify the person(s) held responsible for the breach(es),

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<sup>1</sup> For the sake of completeness, it should be noted that, pursuant to the Decree, the following types of Reports are also excluded:

- (i) reports of breaches relating to defence or national security aspects, unless these aspects are covered by EU derived law
- (ii) reports of violations mandatorily regulated by European Union or national acts, as indicated in Article 1, paragraph 2, lett. b), of the Decree (concerning financial services, products and markets and the prevention of money laundering and terrorist financing, transport safety and environmental protection);
- (iii) facts or circumstances falling within the application of national or European Union provisions on classified information, forensic or medical secrecy and secrecy of the deliberations of judicial bodies, or falling within the application of national provisions on criminal procedure, the autonomy and independence of the magistrates' court, the provisions on the functions and powers of the Superior Council of the Magistracy on national defence and public order and security, as well as concerning the exercise and protection of the right of workers to consult their representatives or trade unions, protection against unlawful conduct or acts carried out as a result of such consultations, the autonomy of the social partners and their right to enter into collective agreements, and the suppression of anti-union conduct.



as well as any other person(s) involved and/or who may report on the facts that are covered by the Report;

- an indication of any documents available in support of the Report;
- any other element useful to reconstruct the facts and ascertain whether the Report is well-founded.

Anonymous Reports are in all cases allowed, i.e. where the Whistleblower does not disclose their identity.

## 5.2 Whistleblowing channels

To receive Whistleblowing Reports through internal channels, Cosmoprof has activated the platform 'Legality Whistleblowing – Segnalazioni Illeciti' provided by DigitalPA ('**Platform**') and accessible through a specific section of the Cosmoprof official website: <https://www.cosmoprof.com/corporate/cosmoprof-network/segnalazioni-whistleblowing/>.

Whistleblowing Reports can be made through this Platform either in written or oral form.

All the information entered into the Platform, both by the Whistleblower and by the Legal Officer to whom the responsibility for the Whistleblowing management process has been entrusted in accordance with Paragraph 6.1 hereunder, is encrypted by means of an advanced encryption system that guarantees the confidentiality of the identity of the Whistleblower, of the Involved Person and of the persons mentioned in the Whistleblowing Report, as well as the content of the Whistleblowing Report and of the relevant documentation.

The Platform allows the Whistleblower to transmit Reports without prior registration and identification. However, if the Whistleblower accesses the Platform by indicating his/her personal data, the Report is, in any case, transmitted to the Legal Officer in its capacity as the person responsible for the management process of the Report in an anonymous form (i.e. the data of the Whistleblower are separate from the Report), without prejudice to the faculty granted to the Legal Officer to access the data of the Whistleblower.

The Report in oral form is stored in the database in encrypted form, like the other information. The Whistleblower's voice is altered so as not to be recognisable. It is possible to transcribe the Report, the content of which can be verified, corrected, and confirmed by the Whistleblower by means of a signature. For this purpose, the latter shall have the right to request a direct meeting to be arranged within a reasonable time limit by the Legal Officer.

If the prerequisites are met, the Whistleblower can make external Reports, through the reporting channel made available by ANAC at the address: <https://whistleblowing.anticorruzione.it>.

## 6. REPORT MANAGEMENT PROCESS

### 6.1 Reception, assessment, and investigation

The Whistleblowing management process, independently of the modalities that are used by the Whistleblower for the transmission, is entrusted to the Legal Officer by virtue of the conferment of a specific assignment.

Upon insertion of the Report on the Platform, the latter transmits immediate notice (i) of its receipt to the Legal Officer as the person in charge of the Report management process, and (ii) of the correct sending (and therefore receipt) of the Report to the Whistleblower.

Internal Whistleblowing Reports received by means other than the reporting channel referred to in the preceding Paragraph 5.2 and/or submitted to a person other than the Legal Officer (e.g. Reports received by e-mail, sealed envelope, verbally, etc.) shall be forwarded to the Legal Officer within 7 (seven) days of its receipt. The Legal Officer promptly uploads the Report on the Platform and informs the Whistleblower at the same time.

Upon receipt of the Report, the Legal Officer:

- (i) takes charge of the Report for the preliminary investigation, carrying out an initial check on the existence of the prerequisites necessary for the assessment of the Report and of sufficient evidence to allow the conduct of investigations regarding the facts that are covered by the Report;
- (ii) classifies the type of Report and the potential regulatory framework.

For the purposes of the preliminary investigation and the verifications deemed useful to ascertain the facts that are being reported, the Legal Officer may also request, depending on the nature and classification of the breach, the cooperation of any other relevant corporate departments and/or specifically appointed third parties.

In the context of the preliminary investigation, all investigative measures deemed appropriate may be carried out, including the personal hearing of (i) the Whistleblower and of any other persons (indicated by the Whistleblower) who may be able to report useful circumstances on the facts that are covered by the Report, as well as (ii) the Persons Involved (which will be mandatory when requested by these). Written notes in digital format of these meetings (the content of which may be verified, rectified, and confirmed by the Whistleblower or the Involved Person by means of a signature) as well as any written comments or documents acquired in the context of these hearings are stored on the Platform.

The deadline for the completion of the procedure, with the transmission of an acknowledgement of the outcome or of its status to the Whistleblower, is set at 3 (three) months from the date of the acknowledgement of receipt or, if no such acknowledgement is sent, 3 (three) months from the expiry of the term of 7 (seven) days from the submission of the Report by the Whistleblower. Should the Legal Officer, having consulted the Supervisory Body if competent, deem that the ascertainment of the facts covered by the Report requires an extension of the time limit for the completion of the investigation procedure, the Legal Officer shall inform the Whistleblower by means of a specific communication.

During the entire duration of the investigation, the Whistleblower is entitled to follow the progress of the investigation and to interact with the persons in charge of, or involved in, the Whistleblowing management process by means of specific tools available on the Platform. Also, by means of these tools, it will be possible for the Legal Officer to request supplements or clarifications regarding the Information on breaches transmitted by the Whistleblower.

If, upon completion of the relevant checks and discussions with the Whistleblower and/or the other persons indicated below, the Whistleblowing Report proves to be:

- (i) manifestly unfounded or insufficiently circumstantiated or irrelevant, the Legal Officer will proceed to dismiss the Report, informing the Board of Directors, the Board of Statutory Auditors and the Supervisory Board thereof. The Board of Statutory Auditors and the Supervisory Board, if the Report is within their competence, shall have the right to confirm the assessment or indicate to proceed in a different manner;

- (ii) if founded, in whole or in part, the Legal Officer shall inform the Board of Directors, the Board of Statutory Auditors and the Supervisory Board of the outcome of the assessment, suggesting recommendations to the management of the areas/processes concerned and, if there are the necessary elements or legal requirements, suggesting disciplinary measures against the Cosmoprof Personnel or Third Parties (as better specified in Section 6.3) or, in the most serious cases, what is necessary to file a complaint with the competent Judicial Authority. The Board of Statutory Auditors and the Supervisory Board, if the Report is within their competence, shall have the right to confirm the assessment or indicate to proceed in a different manner.

All the Legal Officer's assessments (including the recommendations and suggestions for disciplinary measures) with regard to each Report, as amended, if applicable, following discussion with the Board of Auditors and the Supervisory Board, are in any case formalised in writing in a specific report. The recommendations made in these reports are forwarded to the management of the areas/processes concerned.

## **6.2 Monitoring of corrective actions and periodic reporting**

It is the responsibility of the management of the areas/processes concerned to implement the recommendations received from the Legal Officer under this Procedure and any specified corrective actions.

The Legal Officer is also responsible, at the end of the process:

- of filing the Reports containing all supporting information and documents, including the final decisions upon completion of the investigations conducted;
- of monitoring the corrective actions proposed and taken by the Cosmoprof top management with regard to the specific Report;
- of the periodic reporting, by means of a specific report, of the Reports received and their status.

In particular, the Legal Officer draws up a semi-annual Reporting on the Whistleblowing Reports containing an indication of the Reports (i) received in the semester of reference, (ii) received in the previous months but not yet filed in the semester of reference, (iii) filed in the semester of reference. The status of each Whistleblowing Report and any action taken (corrective action and disciplinary measures) is reported in the Reporting.

This Reporting on the Reports is forwarded every six months by the Legal Officer to:

- President of Cosmoprof;
- Board of Auditors of Cosmoprof;
- Cosmoprof Supervisory Board.

## **6.3 Disciplinary Measures**

The Disciplinary System provides for:

- (i) sanctions against the Involved Persons ascertained to have committed the offence;
- (ii) sanctions against whoever violates the confidentiality and protection measures for the Whistleblower;
- (iii) sanctions in the event of Retaliation against the reporter by Cosmoprof personnel;
- (iv) sanctions against the Whistleblower, if the latter makes, with intent or gross negligence, Whistleblowing Reports that turn out to be unfounded (bad faith Reports).

If, as a result of the verification process carried out in accordance with this Procedure, illegal, illegitimate or

improper conduct by Cosmoprof personnel or third parties is found falling within one of the four above-mentioned cases, Cosmoprof shall act promptly to apply the sanctions set out in the Disciplinary System as defined in the Organisational Model (General Section), in line with the provisions of the applicable collective bargaining agreements.

If the Report contains profiles falling within its competence, it is then the Supervisory Board to report - even by providing appropriate indications within the context of the interlocutions with the Legal Officer provided for in the above Paragraph 6.1 - in the event a breach of the Organisational Model, the appropriateness of applying the sanctions provided for by the Model:

- directly to the Board of Directors and the Board of Auditors, in the case of sanctions to be applied against the Cosmoprof personnel (including members of the administrative, management, control, supervisory or representative bodies of Cosmoprof);
- to the Head of the organisational unit managing the contractual relationship and, by way of information, to the General Manager, in the case of sanctions to be applied to third parties (e.g. termination of contracts with suppliers, etc.).

In the case of conduct, even of a criminal nature, for which Cosmoprof is under an obligation to lodge a complaint or in respect of which it could file a complaint, in compliance with the provisions of the relevant laws, the Supervisory Board - also by providing specific indications in the context of the discussions with the Legal Officer provided for in the above Section 6.1 - shall promptly inform the Board of Directors and the Board of Statutory Auditors in order to take the appropriate legal action.

## **7. GENERAL PRINCIPLES OF CONDUCT**

### **7.1 Protecting the confidentiality of the Whistleblower's identity**

The Whistleblower will be provided with an information notice - which forms an integral and substantial part of this Procedure - on the processing of personal data pursuant to Article 13 of the EU Regulation 2016/679 on privacy, which must also indicate how and when the Reports are to be retained (see annex).

The identity of the Whistleblower is protected at all stages of the procedure outlined in the preceding Paragraphs, also through a separate processing of the Data of the Whistleblower by the Reporting Platform. This protection (i) implies that, in the event that the Legal Officer requests the cooperation of any additional competent corporate bodies and/or third parties specifically appointed for the performance of investigative tasks, the Legal Officer Audit shall allow access only to the content of the Report and not to the data of the Whistleblower, and (ii) this also applies to the administrative, management, control, supervisory or representative bodies of Cosmoprof, which cannot order investigations or request information in order to trace the identity of the Whistleblower.

In any case, the obligation to maintain the utmost confidentiality on the identity of the Whistleblower and on the matter covered by the Report concerns all those people who, for whatever reason, acquire knowledge of the Report or are involved in the process of ascertaining the facts covered by the Report.

The identity of the Whistleblower can only be disclosed when at least one of the following circumstances applies:

- there is the express consent of the Whistleblower;
- anonymity is not enforceable by law (for example, in the case of investigations by the judicial

authorities).

The express consent of the Whistleblower to the disclosure of their identity is also required in the event of disciplinary proceedings being brought against the Persons Involved as a result of the facts that are the subject of the Report, if the accusation of the disciplinary charge is based, in whole or in part, on the Report and the knowledge of the identity of the Whistleblower is absolutely essential for the defence of the Persons Involved. If the Whistleblower, previously informed of the indispensability of the knowledge of their identity for the defence of the Persons Concerned, does not consent to the disclosure of their identity, the Report cannot be used for the purposes of the disciplinary proceedings.

Breach of the obligation of confidentiality of the data of the Whistleblower, except for the cases of derogation listed above, is a source of disciplinary liability according to the provisions of Section 6.3, without prejudice to any further form of liability provided for by law.

## 7.2 Protecting the Whistleblower from Retaliation

Cosmoprof, in compliance with the provisions of the Decree, does not tolerate any detrimental consequences towards the Whistleblower because of the transmission of the Whistleblowing Report, prohibiting the adoption of any type of Retaliation against Whistleblowers and this conduct is subject to disciplinary sanctions.

By way of example, the following are regarded as Retaliation, as specified in the Decree:

- a) dismissal, suspension or equivalent measures;
- b) downgrading or non-promotion;
- c) change of duties, change of workplace, salary reduction, change of working hours;
- d) suspension of training or any restriction on access to it;
- e) negative performance notes or references;
- f) the adoption of disciplinary measures or any other sanction, including a fine;
- g) coercion, intimidation, harassment or ostracism;
- h) discrimination or other unfavourable treatment;
- i) the non-conversion of a fixed-term employment contract into a permanent employment contract, when the employee legitimately expected such conversion;
- j) the non-renewal or early termination of a fixed-term employment contract;
- k) damage, including damage to a person's reputation, in particular on social media, or economic or financial loss, including loss of economic opportunities and loss of income;
- l) inclusion on improper lists on the basis of a formal or informal sector or industry agreement, which may result in the person being unable to find employment in the sector or industry in the future;
- m) the early termination or cancellation of a contract for the supply of goods or services;
- n) the cancellation of a licence or permit;
- o) the request to undergo psychiatric or medical examinations.

In this regard, without prejudice to the Whistleblower's right to appeal to the judicial authorities if the conditions are met, the Decree protects the Whistleblower in case the latter believes to have suffered Retaliation (even if only attempted or threatened) in connection with the transmission of a Report, providing that:

- the adoption of any discriminatory or retaliatory acts can be reported to the ANAC, who will inform the National Inspectorate of Labour for the relevant measures;

- all acts taken in breach of the prohibition of Retaliation are null and void.

It should be noted that, in the event of disputes relating to acts that may be found to have been taken in breach of the prohibition of Retaliation after the Report was filed, the employer has the burden of proving that these acts were based on reasons unrelated to the Report itself (the so-called reversal of the burden of proof).

However, the aforementioned protection is limited to '*cases of liability on the grounds of calumny or defamation or on the same grounds pursuant to Article 2043 of the Civil Code*'. Therefore, the protection does not apply in cases where the Report contains false information rendered with wilful intent or gross negligence; the protection therefore applies only to Whistleblowers in good faith, that is, to those Whistleblowers who have reported the matter under the reasonable belief, based on factual elements, that the unlawful conduct reported has occurred.

In the event of proven Retaliation against the Whistleblower related to the Whistleblowing Report, or proven abuse of the Whistleblowing tool by the Whistleblower, Cosmoprof may apply disciplinary sanctions as defined in Section 6.3.

### 7.3 Protection of Covered Persons

This Procedure is without prejudice to the criminal and civil liability of the Whistleblower in the event of a libelous or defamatory Report under the Criminal Code and Article 2043 of the Civil Code.

Any abuse of this Procedure, for example manifestly opportunistic Reports and/or Reports made for the sole purpose of damaging the Persons Involved or other persons and any other hypothesis of improper use or intentional exploitation of the institution covered by this Procedure, as well as unfounded Reports made with malice or gross negligence, shall also give rise to liability in the disciplinary and other competent offices.

To protect the Persons Involved, pending the ascertainment of responsibilities, disciplinary sanctions cannot, in any way, be imposed based on what has been stated by the Whistleblower, without any objective evidence and without any investigation of the facts reported.

The identity of the Persons Involved (and of the persons referred to in the Report in any case) is protected until the completion of the proceedings initiated based on the Report, in compliance with the same guarantees provided in favour of the Whistleblower.

## 8. DOCUMENTATION AND FILING

The Reports and the relevant documentation are retained - through the Platform and therefore with methods and tools that guarantee their security and confidentiality - for the time necessary to process the Report and to carry out any proceedings resulting from it, and, in any case, for no longer than 5 (five) years from the date of communication of the final decision on the Report, in compliance with the Decree. Once this period has elapsed, the data will be permanently deleted or otherwise irreversibly anonymised.

## 9. FINAL PROVISIONS

This Procedure shall take effect on the date indicated in the header. Any subsequent update of the Procedure annuls and replaces, from the date of its issue, all previously issued versions.

This Procedure, as well as any updates to it, is subject to the approval by the Cosmoprof Board of Directors.

The Procedure is made available on the Cosmoprof institutional website in section <https://www.cosmoprof.com/en/corporate/cosmoprof-network/whistleblowing/> and is distributed internally to all the Cosmoprof personnel.

## 10. ANNEXES

Annex 1 Privacy Policy in accordance with Article 13 of Regulation (EU) 2016/679