

**Arpinge S.p.A.**  
**Whistleblowing Policy**

<i>Prepared by:</i>	<i>General Management</i> <i>Signature: [Handwritten Signature]</i>
<i>Verified by:</i>	<i>Head of Administration</i> <i>Signature: [Handwritten Signature]</i>

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## PROCEDURE FOR REPORTING UNLAWFUL ACTS AND IRREGULARITIES

### 1. APPLICABLE LAWS AND NATURE OF THE INSTITUTION

- 1.1 Existing legislation has provided, also for the private sector, measures to encourage the emergence of wrongdoing and irregularities through “reporting”, known in Anglo-Saxon countries as whistleblowing. In Italy, there are various regulations governing such “whistleblowing” (e.g., in the area of financial products and markets, for anti-money laundering or terrorism prevention purposes, in relation to transport safety or environmental protection). These rules were most recently supplemented and amended by Legislative Decree No. 24/2023 (the “**Decree**”), transposing Directive (EU) 2019/1937 on the protection of persons who report breaches of Union and national law (the “**Directive**” and, together with the Decree and the other national transposing sectoral rules regulating or, in any event, concerning whistleblowing, the “**Whistleblowing Legislation**”).
- 1.2 The Boards of Directors of Arpinge S.p.A. (hereinafter, “**Arpinge**” or the “**Parent Company**”), Arpinge Energy Efficiency & Renewables S.r.l. (hereinafter, “**AEER**”) and Parkinge S.r.l. (hereinafter, “**Parkinge**”), as well as of their respective subsidiaries, adopt this procedure (the “**Whistleblowing Policy**”), in order to regulate the process of sending, receiving, analysing and managing whistleblowing reports. This *Whistleblowing Policy* is implemented and adhered to, individually, by the companies Arpinge, AEER, Parkinge and their subsidiaries, with the same text in order to facilitate uniformity and alignment between these companies. When, in the following, reference is made, for the sake of ease of exposition, to the “**Arpinge Group**”, this term shall be understood to mean that the *Whistleblowing Policy* applies to both Arpinge, AEER, Parkinge and their respective subsidiaries, albeit to each of them separately - each with regard to its own business - and without joint or several liability of one of these companies for the actions of the others. Each company of the Arpinge Group indeed maintains its own individuality without intermingling of bodies, activities, personnel.
- 1.3 The Decree has, punctually, defined the meaning of certain terms, including: reporting, violation, reporting person, person involved, etc. This Whistleblowing Policy uses the terms in the same meaning attributed to them in that context and is to be considered an integral part of the Organisation, Management and Control Model pursuant to Legislative Decree no. 231/2001 (the “**Decree 231**”), of each company of the Arpinge Group (hereinafter, the “**Model 231**”).
- 1.4 For the sake of clarity, the term 'violations' is understood herein in the meaning defined by the Decree and is further detailed in paragraph 7 of this Whistleblowing Policy,<sup>1</sup> but is not limited to the offences it defines as relevant, as it also applies to violations of regulations other than those set out in the Decree, which must in any case be understood as regulated by the Whistleblowing Policy.
- 1.5 The Whistleblowing Policy is periodically updated, in order to incorporate regulatory or *soft-law* changes applicable in the area of *whistleblowing* and to take into account any changes in the organisational structure of the Arpinge Group Companies, and is brought to the attention of the addressees by publication on the Company's corporate intranet, which can be easily accessed through the link that will be sent by the Arpinge Group to all employees by e-mail; the Whistleblowing Policy will also be published on the Arpinge *website* at the following link: [https://www.arpinge.it/?page\\_id=18584](https://www.arpinge.it/?page_id=18584).
- 1.6 Persons outside the Arpinge Group may view the Whistleblowing Policy in the manner set out in Section 5.4.
- 1.7 The territorial organisations of the most representative trade unions at national level have been informed of this Whistleblowing Policy.

### 2 GENERAL PRINCIPLES

- 2.1 Internal control system: the Arpinge Group is committed to promoting and maintaining an adequate internal

<sup>1</sup> Violations are defined as conduct, acts or omissions that harm the public interest or the integrity of the public administration or private entity, in the following areas, by way of example but not limited to public procurement; financial services, products and markets; prevention of money laundering and financing of terrorism; safety and compliance of products placed on the internal market; transport safety; environmental protection; public health; consumer protection; protection of personal data; security of networks and information systems; violations of European competition and state aid rules; violations concerning the internal market and corporate tax matters.

control system, to be understood as the set of all tools useful and necessary to direct, manage and verify business activities, with the aim of ensuring compliance with laws and corporate regulatory instruments, protecting corporate assets, optimally and efficiently managing activities and providing accurate and complete accounting and financial data. The responsibility for implementing an effective internal control system is common to every level of the organisational structure of the Arpinge Group. Accordingly, all personnel and all bodies and organs of each Arpinge Group company, within the scope of their assigned functions and responsibilities, are committed to defining and actively participating in the proper functioning of the internal control system.

- 2.2 Dissemination of the internal control system: Arpinge Group promotes the dissemination at all levels of a culture and rules characterised by an awareness of the existence of controls and the assumption of an approach directed at the conscious and voluntary exercise of controls. Consequently, the management first and foremost and all Arpinge Group personnel, in any case, are obliged to contribute to and take an active part in the Arpinge Group's internal control system and, with a positive attitude, to involve their colleagues and co-workers in it.
- 2.3 Bad faith: the Arpinge Group expects its personnel to cooperate in maintaining a climate of mutual respect for each other's dignity, honour and reputation within the company. The Arpinge Group will intervene to prevent insulting, discriminatory or defamatory interpersonal attitudes. The Arpinge Group therefore guarantees adequate protection against malicious or grossly negligent reporting; censuring such conduct and applying, in accordance with the law, the provisions of the disciplinary system adopted in this regard. They will not enjoy the protections provided for in the Decree and the Whistleblowing Policy and constitute a source of liability for the *whistleblower* in other competent fora; the Arpinge Group reserves the right to investigate and prosecute them according to the law.
- 2.4 Confidentiality: regardless of the reporting channel chosen by the whistleblower, the Arpinge Group is committed, including through the use of encryption tools, to ensuring absolute confidentiality of the identity and personal data of the reporting person, of the reported person and of the person mentioned in the internal report, as well as of the content of the internal report and of the related documentation, using for this purpose the criteria and methods of communication of internal reports adopted by the Arpinge Group and better described in the following paragraphs, suitable to protect the confidentiality of the reporting person and of all persons involved in the reports. In addition, for the purposes of confidentiality protection and compliance with data protection legislation, (i) co-ownership agreements are concluded; (ii) non-disclosure agreements with consultants and third parties, for confidentiality protection; (iii) data processing agreements for confidential processing of personal data, e.g. with the portal provider, as defined below; (iv) specific privacy authorisation letters and designations to employees or bodies of each of the Arpinge Group companies that may be involved in the collection, assessment and investigation of reports (hereinafter, the "**Investigations**").
- 2.5 Anonymity: If the reporting person decides to make an anonymous report, the Arpinge Group will respect the choice of anonymity and will endeavour as far as possible to treat the anonymous report as being on a par with ordinary reports, provided that it is accurate, substantiated and supported.
- 2.6 Defence of the person reported: the person reported has the right to defend himself/herself and to be informed (within a reasonable time) of the reported conduct and of any disciplinary measures against him/her, within the limits provided for by the Whistleblowing Regulations and by sections 9.9 - 9.14 of this Whistleblowing Policy.

### 3 SUBJECTIVE SCOPE OF THE WHISTLEBLOWING POLICY

- 3.1 Recipients of the protections provided by this Whistleblowing Policy for are persons who report or make a complaint to the competent judicial, administrative or accounting authority ("**Authority**") and/or make a public disclosure:<sup>2</sup>
- employees of each company of the Arpinge Group or of contractors or suppliers of the Arpinge Group, under any type of contract;
  - agency workers;
  - candidates for employment positions at each company of the Arpinge Group, for information on alleged violations acquired in the selection process or other pre-contractual steps;
  - the self-employed workers and/or consultants and/or suppliers and/or collaborators working at each company of the Arpinge Group;

<sup>2</sup> "Public Disclosure" or "Publicly Disclose": making information about violations publicly available through print or electronic media or otherwise through means of dissemination capable of reaching a large number of people.

- e) volunteers and/or trainees at each company of the Arpinge Group;
- f) shareholders and persons with administrative, management, supervisory or representative functions in each company of the Arpinge Group; and
- g) former employees of each company of the Arpinge Group, if the information on the alleged violations was acquired in the course of the employment relationship; and
- h) all functions, personnel, collaborators and/or suppliers of the Arpinge Group, howsoever involved in the legal, technical and/or organizational management of the Whistleblowing Policy.

3.2 They are treated in the same way as the above-mentioned persons for the purposes of the protections afforded by this Whistleblowing Policy:

- a) “facilitators”, i.e., persons working in the same work context as the reporting person;
- b) persons linked to the reporting person or to the person who has made a complaint to the Authority and/or made a public disclosure by a stable emotional or kinship link up to the fourth degree and who work in the same employment context;
- c) work colleagues of the reporting person and/or of the person who has made a complaint to the Authority and/or made a public disclosure, who work in the same work environment as the reporting person and who have a regular and current relationship with that person;
- d) entities owned by the reporting person or the person who made a complaint to the Authority or made a public disclosure, or for which those same persons work, as well as entities operating in the same work environment as those persons.

The sanctions contained in the disciplinary system adopted by each company of the Arpinge Group shall apply to any person violating the provisions of this Whistleblowing Policy. The disciplinary system, the Code of Ethics, Model 231, as well as the individual internal procedures, policies and regulations of the Arpinge Group are published on the company's intranet, which can be easily accessed via the link that is sent by Arpinge, and/or AEER and/or Parkinge and/or their respective subsidiaries to all employees via e-mail; they will also be published - where deemed necessary or appropriate from time to time - on the website of the Parent Company at the following link: [https://www.arpinge.it/?page\\_id=15899](https://www.arpinge.it/?page_id=15899).

#### 4 THE MANAGER OF THE WHISTLEBLOWINGS

4.1 Reports will be assessed and managed by a body (the “**Manager**”) consisting of the Head of the Administrative Office and the Chairman of the Parent Company's Supervisory Board.

4.2 The role of Manager has been entrusted to this body as it is composed of two individuals with the necessary requirements of autonomy, impartiality, adequacy and competence required by the Decree.

4.3 In the performance of its functions, and always in compliance with the principle of confidentiality, the Manager reports directly and without delay to the administrative and supervisory bodies of the Arpinge Group company to which the report refers, on the findings that have emerged, if it deems them to be particularly serious or to require urgent decisions to protect the safety and security of persons and/or corporate assets.

4.4 The Manager shall also draw up:

- a) a quarterly report on the proper functioning of the internal reporting system, providing aggregate information on the results of the activity carried out as a result of the reports received, which is to be submitted to the **Supervisory Board** (hereinafter, “**SB**”) of the Arpinge Group company to which the report relates, if any, or to the SB of Arpinge; and
- b) an annual report on the reports and investigations carried out, which must be submitted to the administrative body, supervisory body and SB of the Arpinge Group company to which the report relates, if any, or to Arpinge's SB.

4.5 If, in the course of carrying out its duties, the Manager receives reports of violations of Decree 231 or Model 231, it shall forward them without delay to the SB of the Arpinge Group company involved, if any, or to Arpinge's SB, which may share its observations and participate in the investigation or otherwise follow its progress.

#### 5 INTERNAL REPORTING CHANNELS

5.1 The Arpinge Group, in order to facilitate the receipt of internal reports, identifies the following communication

channels (“Reporting Channels”):

(a) Whistleblowing Portal

The reporting person may use the special portal at <https://segnalazioni.arpinge.it> (the 'Portal').  
The setting up and maintenance of the aforementioned Signalling Channel is guaranteed by the Manager.

(b) Postal channel

If the reporting person does not wish to or cannot use the IT channel, which remains, in the opinion of the Arpinge Group, the preferred channel to use, he/she may still use the following postal address: Arpinge S.p.A., Via Crescenzo 16, Rome (RM) - 00193, addressing the notification exclusively to the attention of the Reporting Manager as follows: the whistleblowing must be placed in two sealed envelopes, the first of which must include the reporting manager's identification data, together with an identity document; the second envelope must include the subject of the notification; both envelopes must then be placed in a third envelope marked “reserved for the reporting manager” on the outside.

(c) Oral channel

In addition to the above-mentioned Reporting Channels, the reporting person may also make internal reports orally, by means of a direct meeting with the Manager, at the request of the reporting person, to be arranged within a reasonable period of time, however no later than 15 days from the date of receipt of the report or from the time when the meeting is requested, if different, and in a place that guarantees the confidentiality of the reporting person.

If the internal report is made orally in the course of a meeting with the staff member in charge, it shall, subject to the consent of the reporting person, be documented by the staff member in charge by means of a recording on a device suitable for storage and listening or by minutes. In the case of minutes, the whistleblower may verify, rectify and confirm the minutes of the meeting by signing them. The report must also be signed by the Manager, and a copy provided to the whistleblower. In the absence of consent to be recorded, a report will be deemed not to have been made.

5.2 **Irrespective of the reporting channel chosen by the reporting person, the Arpinge Group guarantees, also through the use of encryption tools, the confidentiality of the identity of the reporting person, of the person involved and of the person mentioned in the internal report, as well as the content of the internal report and of the related documentation.** Where the report is made to a person/function other than the Manager, including through channels other than those provided for in this Whistleblowing Policy, the recipient must obligatorily send it to the Manager (or, in cases of conflict of interest, in the manner provided for in Article 6) within seven days of receipt, simultaneously notifying the reporting person of the transmission, maintaining the highest level of confidentiality and privacy in the process.

5.3 Any documentation on the reported facts, as well as the results of any investigations already carried out on the matter, must also be forwarded to the Manager (or to the other receiver, see section 6 below for the case of conflict of interest) for the assessments of competence.

5.4 All information on reporting channels, procedures and prerequisites for making reports is made easily visible in the workplace and available on the website of each Arpinge Group company.

5.5 In addition to the above, the reporting person may also make an external report through the reporting channel activated and set up, through a special telematic platform, by the National Anti-Corruption Authority (ANAC), but only if one of the following conditions is met

- a) the whistleblower has already made the internal report and it has not been followed up;
- b) the whistleblower has reasonable grounds to believe that if they made an internal report, it would not be effectively followed up or that such a report could lead to the risk of retaliation;
- c) where the whistleblower has reason to believe that the violation may constitute an imminent or clear danger to the public interest.

More details on how to communicate, receive and manage reports, transmitted through the external reporting channel, are available in the special section on the ANAC website at <https://www.anticorruzione.it/-/whistleblowing>.

## 6 CASE OF CONFLICT OF INTEREST

- 6.1 In the event that the report concerns the Manager or one of its members, the reporting person shall not use the paper mail channel.
- 6.2 In such cases, the report must be made through the Portal, indicating, through the appropriate features of the Reporting Channel, that the potential perpetrator of the violations is the Manager, so as to route the handling of the report directly to the Board of Directors of the Parent Company, which will also handle any Investigations.

## 7 REPORTS

- 7.1 Reports must be based on concrete and substantiated facts and relate to actual, attempted or potential violations. Other offences under the Whistleblowing Legislation include conduct consisting of:
- a) violations of the Code of Ethics, of Legislative Decree No. 231/2001, of Model 231 or of internal regulations, procedures or policies referred to therein (including the Whistleblowing Policy);
  - b) insofar as they are mentioned in the Decree, offences in the following fields: public procurement; services, products and financial markets and the prevention of money laundering and terrorist financing; product safety and conformity; environmental protection; radiation protection and nuclear safety; consumer protection; public health; the protection of privacy and personal data and the security of networks and information systems; European internal market regulations, in particular with reference to competition rules, state aid, corporate taxes, as well as the protection of the financial interests of the State and/or the European Union;
- both when they are in the interest or to the advantage of the company and when they are to its detriment.
- 7.2 Reports, however, are excluded from the scope of the Whistleblowing Policy:
- a) linked to a personal interest of the person making the report, which relate to his/her individual employment relationships, or inherent to employment relationships with hierarchically superior figures (e.g., labour disputes, discrimination, interpersonal conflicts between colleagues, reports on data processing carried out in the context of the individual employment relationship in the absence of an injury to the public interest or to the integrity of the private body or public administration);
  - b) in matters of security and national defence;
  - c) relating to violations already mandatorily regulated in some special sectors, to which the *ad hoc* reporting rules therefore continue to apply (financial services, money laundering prevention, terrorism, transport safety, environmental protection).
- 7.3 All persons who detect or become aware of possible violations by persons who have dealings with the Arpinge Group are required to act in accordance with the Whistleblowing Policy, by promptly reporting through the Whistleblowing Channels the facts, events and circumstances that they believe, in good faith and on the basis of reasonable grounds, to have led to such violations.
- 7.4 The internal report must allow for due and appropriate verification of the validity of the circumstances that are the subject of the report, of the responsibilities, and of all further elements, including documentary evidence, in the reporting person's possession.
- 7.5 To this end, the internal report, in addition to being timely, shall be as complete and exhaustive as possible and contain the **following minimum elements**:
- a) the reported facts must not be based on rumour or hearsay;
  - b) the description of the conduct, including omission, that is the subject of the report;
  - c) the circumstances of time and place in which the facts were committed or the conduct omitted, and, if any, also the manner in which the reporter became aware of the facts;
  - d) the name(s) or other elements (such as job title and relationship, contractual or otherwise, with the Arpinge Group) that make it possible to identify the person(s) who has/have carried out the reported facts or omitted conduct;
- 7.6 In addition to the minimum elements listed above, the whistleblower is requested to provide, where possible, an

indication of the quantification of any damage, whether pecuniary or non-pecuniary (e.g. reputational), suffered by Arpinge, AEER, Parkinge and their subsidiaries or, if such damage cannot be precisely determined in its amount, the data on the basis of which the existence (or the risk of occurrence) of such damage, even if its quantification is uncertain; an indication of any other persons who may be able to report on the facts reported; an indication of any documents that may confirm the validity of such facts; any other information that may provide useful feedback on the existence of the facts reported.

## 8 ADMISSIBILITY OF THE REPORT

### (a) Preliminary Analysis

- 8.1 As part of the management of Reporting Channels, the Manager issues the whistleblower with an acknowledgement of receipt of the internal report, **within seven days from the date of receipt**.
- 8.2 All internal reports are subject to a preliminary analysis on the admissibility of the report, carried out by the Manager in order to verify the existence of the prerequisites provided for by the Decree for the admissibility of the report and, specifically, that
- a) the whistleblower is a person entitled to make the report; and
  - b) the subject of the alert falls within the scope of the rules.
- 8.3 If the report does not meet these requirements, it must be filed, notifying the whistleblower of the reasons. However, in the event that the report concerns a matter excluded from the objective scope of application of the Decree, the report may be treated as ordinary and, therefore, handled in accordance with any procedures previously adopted by the entity for such violations, with the reporting person being informed thereof.
- 8.4 Once it has been verified that the report meets the subjective and objective requirements defined by the legislator and is therefore admissible, it is necessary to assess its admissibility as a whistleblowing report, verifying that it contains the minimum elements listed in paragraph 7.5. If these minimum elements are missing, or are not sufficiently substantiated, the report shall be filed by the Manager, with the relevant reasoning; unless the Manager considers that the deficiencies can be remedied, through a request for additional information from the person making the report or otherwise.
- 8.5 If the minimum requirements of the report are fulfilled, the grounds on which it is supported are then analysed.
- 8.6 If, at the end of the preliminary analysis phase, it emerges that the facts referred to in the report are unfounded, the report is dismissed by the Manager, with reasons.
- 8.7 In carrying out the aforesaid analysis and, in compliance with the law, including applicable privacy regulations, the Manager may avail himself of the support of the functions of each company of the Arpinge Group from time to time competent and, where deemed appropriate, of specialised external consultants, ensuring, in any case, the confidentiality and anonymisation of any personal data contained in the internal report.
- 8.8 The whistleblower shall be informed by the Manager of the filing of the report within three months from the date of the acknowledgement of receipt or, in the absence of such notice, within three months from the expiry of the seven-day period from the submission of the report.

### (b) Specific investigations

- 8.9 If several reports are made in the same time frame, the Manager may find himself handling reports, made at different times, but all equally ongoing, in different states of progress and with different urgency and relevance (bearing in mind the principles of risk assessment: impact, probability, likelihood, etc.). For the purpose of efficient handling of reports, the Manager establishes an order of priority for Investigations that takes into account: the seriousness, legal implications, relevance, topicality of the risk, the impact (including media) it may have on the Arpinge Group, the possibility of preventing or mitigating the consequences. On the basis of this order of priority, the Manager establishes a plan of activities and considers whether to notify the whistleblower.
- 8.10 Where, as a result of the preliminary analysis, useful and sufficient elements emerge or are in any case inferable for an assessment of the merits of the internal report made, without prejudice to the right of defence of the person concerned, the Manager shall initiate the preliminary investigation phase, and more specifically:

- (a) carry out specific analyses, with the help, where appropriate, of the corporate functions involved, in any case in compliance with the law, including applicable privacy legislation;
  - (b) make use, if necessary, of experts or experts from outside the Arpinge Group, ensuring confidentiality. In particular, the decision to involve them must take into account:
    - the specific aspects of the report and the foreseeable investigation (which may require external professionalism and special expertise not present in the company);
    - of any conflict of interest or inappropriateness of the involvement of internal resources in investigations (because, for instance, they are potentially persons concerned by the report);
    - requirements of professional secrecy and the possible use of investigative material before the authority;
    - the characteristics of the reported unlawful conduct and, in particular, its seriousness and possible systematic nature, as well as the reported person's hierarchical position;
  - (c) involve a lawyer, if necessary, assessing the legal features of Defence Investigations as provided for by legislation, based on the reported conduct;
  - (d) request additional information from the whistleblower, if necessary;
  - (e) carry out interviews and document analysis, both paper and analogue, in order to gather the necessary information;
  - (f) agreeing with the head of the company department concerned by the report, the SB and top management, on any corrective actions necessary for the removal of the control weaknesses detected, also ensuring the monitoring of their implementation;
  - (g) agree, with the head of the corporate function concerned by the report and the SB, on possible initiatives to be taken to protect the interests of the Arpinge Group (e.g., legal action) to be proposed to senior management.
- 8.11 The Manager shall conclude the investigation at any time if, in the course thereof, it is established that the report is unfounded;
- (c) Conclusion of Investigations and Data Retention
- 8.12 The Manager must acknowledge the report **within three months from the date of the acknowledgement of receipt** or, in the absence of such notice, within three months from the expiry of the seven-day period from the submission of the report. However, if the investigation has not yet been completed within the three months, considering that there may be cases requiring more time for verification purposes, the Manager may notify the whistleblower at the end of the three months.
- 8.13 Therefore, the Manager, at the end of the three months, may notify the whistleblower:
- (a) the filing of the report, stating the reasons;
  - (b) transmission of the report to the competent internal bodies for the initiation of disciplinary proceedings;
  - (c) the activity carried out so far and/or the activity it intends to carry out, at the end of which it will communicate the outcome of further Investigations.
- 8.14 If the report proves to be well-founded in the first instance, the Manager shall submit the results of the investigation of the report to senior management for their assessment, so that they can take the most appropriate measures against the persons involved, whether they are employees, or agents, or consultants, or suppliers, or contractual counterparties of one or more of the companies of the Arpinge Group.
- 8.15 In the event of reports in relation to which the reporting person's bad faith or wilful misconduct and/or mere defamatory intent is ascertained, the Manager is required to provide any useful element so that the head of the corporate function with the appropriate powers can assess the initiation of disciplinary proceedings against the whistleblower.



## 9 PROTECTION OF CONFIDENTIALITY

### (a) Confidentiality obligations on the identity of the whistleblower

- 9.1 In accordance with the principle of confidentiality that the Arpinge Group pursues for the entire duration of the proceedings initiated by internal reporting, the identity of the whistleblower and/or any other information from which such identity may be inferred, directly or indirectly, may not be disclosed, without the express consent of the reporting person himself/herself, to persons other than those competent to receive or follow up the reports, expressly authorised to process such data pursuant to Article 29 of the General Regulation (EU) 2016/679 (the “GDPR”) and Article 2-*quaterdecies* of the Personal Data Protection Code set forth in Legislative Decree No. 196 of 30 June 2003 (the “Privacy Code”).
- 9.2 The data of the person involved and of other persons mentioned in the report or Internal Investigations are processed in accordance with the Privacy Policy, the GDPR and the Privacy Code.
- 9.3 In the context of disciplinary proceedings, the identity of the whistleblower may not be disclosed where the allegation of the disciplinary charge is based on investigations that are separate from and additional to the internal report, even if consequent to it. If the charge is based, in whole or in part, solely on the internal report and knowledge of the identity of the person making the report is indispensable for the defence of the person concerned, the internal report will only be usable for the purposes of disciplinary proceedings if the person making the report expressly consents to the disclosure of his or her identity.
- 9.4 The whistleblower shall be notified in writing of the reasons for the disclosure of confidential data in the event of the disclosure of the identity of the whistleblower referred to above, as well as in the context of the reporting procedures transmitted through the Reporting Channels and/or through the external reporting channel, when the disclosure of the identity of the whistleblower and/or other information is also indispensable for the defence of the person concerned.
- 9.5 The Arpinge Group is committed to providing adequate protection of the confidentiality of the whistleblower's identity by censuring any conduct that violates the measures provided for the protection of the reporting person through the application of the relevant provisions of the adopted disciplinary system. The above also applies with regard to the identity of the persons referred to in different capacities in the report.

### (b) Prohibition of retaliation and discrimination against the whistleblower

- 9.6 Any form of retaliation or discriminatory measure, whether direct or indirect, affecting working conditions for reasons directly or indirectly linked to the reporting, is prohibited against the whistleblower (and persons treated as such under the provisions above). Acts taken in violation of this prohibition are null and void.
- 9.7 Protection measures apply when the following conditions are met:
- a) at the time of the internal or external report or public disclosure the reporting person has reasonable grounds to believe that the information about the reported violations is true and falls within the objective scope of this Whistleblowing Policy;
  - b) external reporting where permitted by law;
  - c) the report has been publicly disclosed only if the whistleblower:
    - i. has previously made an internal report through the reporting channels set up by the Arpinge Group and/or through the external reporting channel referred to in the Whistleblowing Policy and the whistleblower has not received any feedback;
    - ii. has a well-founded reason to believe that the breach may constitute an imminent and obvious danger to the public interest.
    - iii. has well-founded reason to believe that internal or external whistleblowing may lead to the risk of retaliation and/or may not be effectively followed up due to the specific circumstances of the case, such as when evidence may be concealed or destroyed, or there is a legitimate fear that those who have received the whistleblowing may be colluding with the perpetrator of the breach or involved

in the breach itself.

- d) the report is transmitted through the Reporting Channels and/or publicly disclosed anonymously, where the reporting person has subsequently been identified and retaliated against, as well as in cases where the report has been submitted to the competent institutions, bodies and organs of the European Union.

9.8 The adoption of discriminatory measures against the reporting person may be reported to the ANAC, for measures within its competence.

(c) Reservations and Disciplinary Facts

9.9 On the other hand, the protection measures are not guaranteed to the whistleblower, who is subject to a disciplinary sanction, when the criminal liability of the whistleblower for the offences of defamation or slander or, in any case, for the same offences connected with the report to the Authority, or his civil liability, for the same reason, in cases of wilful misconduct or gross negligence, has been established, even by a judgment of first instance.

9.10 The Arpinge Group reserves the right to take appropriate action, laid down in the disciplinary system, against anyone who retaliates, or threatens to retaliate, against those who have submitted Reports in accordance with the Whistleblowing Policy, without prejudice to the right of the offended and/or damaged parties to seek legal protection in the event that the whistleblower is found liable under criminal or civil liability based on the falsity of statements or Reports made.

9.11 In addition to what is set out in the preceding two paragraphs and the following one, violations also constitute disciplinary offences: (1) of the Whistleblowing Policy, as well as (2) obstructing or attempting to obstruct the whistleblowing in a way contrary to the law, (3) breach of confidentiality obligations, and (4) failure to verify and analyse reports.

9.12 It is understood that the Arpinge Group may take the most appropriate disciplinary and/or legal measures to protect its rights, assets and image against anyone who, in bad faith, has made false, unfounded or opportunistic reports and/or for the sole purpose of calumniating, defaming or causing damage to the person involved is made or other persons mentioned in the report. Any other hypothesis of misuse or intentional exploitation of the Whistleblowing also represents a source of liability for the purposes of disciplinary sanctions and other competent fora.

(d) Protection of the person involved

9.13 The person involved must be informed, as soon as possible, of the charges brought against him/her, whether or not they are based on the internal report, in compliance with the principles of adversarial protection and defence generally applicable to disciplinary and/or sanction proceedings. The person involved may be heard, or, at his or her request, shall be heard, also by means of a cartel procedure through the acquisition of written observations and documents.

9.14 Information concerning the proceedings initiated against the person involved (or other persons mentioned in the report) may be delayed or excluded if there is a substantial risk that such disclosure would jeopardise the Arpinge Group's ability to effectively investigate the person involved and/or to gather the necessary evidence, until such risks cease to exist, always in compliance with the applicable regulatory provisions.

## 10 PROCESSING AND PROTECTION OF PERSONAL DATA

10.1 For the purposes of the Whistleblowing Policy, the companies of the Arpinge Group act as co-controllers (hereinafter, the "Co-controllers"), on the basis of an internal agreement determining their respective responsibilities under the GDPR. The essential content of this agreement will be made available to all interested parties through the information provided pursuant to Articles 13 and 14 of the GDPR.

10.2 In the management of the reports, and of the related procedure, the Co-controllers are assisted by the Manager (or the SB), and by the auxiliary staff in charge, expressly authorised to process personal data pursuant to Article 29 of the GDPR and 2-*quaterdecies* of the Privacy Code by the Parent Company. In some cases, the Co-controllers may be supported by consultants outside the Arpinge Group, in such cases engaged as independent data controllers or data processors under appropriate contractual arrangements.

- 10.3 In addition to the above, the Co-controllers avail themselves of the cooperation of the Portal provider, designated as “data processor”, pursuant to Article 28 of the GDPR. Personal data may also be processed, at the request of the Co-controllers, by further external parties (e.g., consultants, lawyers, investigators, etc.): such parties shall act as autonomous data controllers or data processors, depending on the case and the degree of autonomy enjoyed in the processing of personal data related to the Whistleblowing Policy, on the basis of appropriate contractual arrangements with the Arpinge Group.
- 10.4 In the context of a report, the person involved, the alleged perpetrator of the offence, with reference to his/her personal data processed by the Co-controllers, in accordance with the provisions of Article 2-undecies of the Privacy Code, may be subject to limitations (e.g., delays) and/or preclusions (failure by the Controller to accept them) in the exercise of the rights provided for in Articles 15-22 GDPR, where their exercise may result in an actual and concrete prejudice to the protection of the confidentiality of the whistleblower and the persons treated as such, and/or to the performance of investigations or the exercise of a right in a court of law by the Co-controllers. This is without prejudice to the possibility for the person involved to exercise his or her rights by requesting the intervention of the Italian Data Protection Authority, in the manner provided for in Article 160 of the Privacy Code.

For further information on the processing of personal data, please see the whistleblowing notice, available at the following link: [https://www.arpinge.it/?page\\_id=18584](https://www.arpinge.it/?page_id=18584).

## 11 RETENTION AND ACCESS TO DOCUMENTATION

- 11.1 The Manager (or the SB) and any Functions involved in the activities governed by the Whistleblowing Policy carry out, each to the extent of its competence and also by means of the information systems used, the traceability of data and information and provide for the retention and archiving of the documentation produced, on paper and/or electronically, so as to enable the reconstruction of the various stages of the process itself.
- 11.2 The retention of the reports original documentation in special paper/computer files with high security/confidentiality standards is guaranteed.
- 11.3 The documentation relating to each report must be retained for as long as necessary for the processing of the report and, in any case, no longer than five years from the date of the communication of the final outcome of the reporting procedure, in compliance with the confidentiality and minimisation obligations set out in Article 5 of the GDPR.
- 11.4 The documentation relating to each report may be subject to longer retention periods (i) to comply with statutory obligations and provisions in force, (ii) for administrative purposes and/or (iii) to assert and/or defend the rights and/or legitimate interests of the Co-controllers or third parties, including in the event of complaints, litigation or pre-litigation.
- 11.5 Reports made in bad faith or with malicious intent are dismissed, taking care to apply techniques of pseudonymisation of the persons involved and encryption of the data, which can only be reversed if it is necessary to defend a right of the Arpinge Group or a third party in court.
- 11.6 Unfounded reports that are dismissed are kept in the file until the statute of limitations for the alleged offence or the right to compensation arising therefrom expires, whichever is longer, accompanied by a note explaining the reason for the dismissal.

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