

SUPPLIER CODE OF CONDUCT OF CASCATA OTRO

Updated as of July 2026

1. Preamble

Cascata Otro s.r.l. (“Cascata Otro”) is committed to conducting its business in accordance with the highest standards of responsibility, integrity and transparency. As a supplier of Cascata Otro, you are expected to share this commitment and to uphold the same standards in all your business activities. We believe that working together to maintain these standards helps create a responsible supply chain for the benefit of all stakeholders. We have therefore adopted this Supplier Code of Conduct (the “Code”) to define our expectations for all suppliers with respect to ethical business practices, the treatment of workers, environmental protection and regulatory compliance. We reserve the right to review and update this Code periodically, including to reflect changes in applicable laws, industry standards or best practices, by publishing the relevant updates on our website at www.cascatadotro.com. Suppliers are required to consult the website regularly and ensure compliance with the most up-to-date version of this Code.

2. Scope of Application

This Code applies to all suppliers of Cascata Otro, regardless of their location or place of operation. Where third parties, including subcontractors, are involved in the production or provision of cleaning, maintenance, catering, security, transport, personnel management and other contracted services and/or in the supply of products, components or materials intended for Cascata Otro, suppliers must ensure that such third parties comply with this Code or with substantially equivalent standards. Cascata Otro reserves the right to request evidence of compliance throughout the entire supply chain. The use of subcontractors or other third parties does not limit or exclude the supplier’s responsibility towards Cascata Otro for compliance with this Code.

3. Human Rights and Labour Practices

Suppliers must respect human rights and ensure safe and fair working conditions in accordance with the following minimum standards.

3.1. Modern Slavery and Forced Labour

Suppliers must not use any form of forced or coercive labour, including, by way of example and without limitation, bonded labour, slavery, human trafficking, servitude or labour exploitation.

All work must be performed on a voluntary basis and workers must be free to terminate their employment relationship in accordance with applicable law. Employers must not confiscate or retain workers’ identity documents, work permits or other documents, except where expressly required by applicable law.

3.2. Child Labour

Suppliers must not employ children below the legal minimum age for employment in the country in which they operate nor, in any case, persons under the age of 18 for hazardous or abusive activities or activities that may interfere with their education and development, including, by way of example, night work.

3.3. Non-Discrimination

Suppliers must not engage in any discrimination against workers on the basis of race, ethnicity, national origin, religion, sex, gender, gender identity or expression, sexual orientation, age, disability or any other characteristic protected by applicable law.

3.4. Diversity and Inclusion

Suppliers must promote diversity and inclusion in the workplace and foster the development of a workforce that reflects the diversity of the communities in which they operate.

3.5. Abuse and Harassment

All workers must be treated with respect and dignity. They must not be subject to any form of physical or psychological coercion, intimidation, humiliation, psychological abuse, threats or sexual harassment.

3.6. Respect for Freedom of Association and Collective Bargaining

Suppliers must recognize and respect workers' right to associate freely and to bargain collectively. Suppliers must not interfere with the establishment of workers' organizations or with the negotiation of collective agreements.

3.7. Health and Safety

Suppliers must provide a healthy and safe working environment in accordance with applicable law. Suppliers must provide appropriate protective equipment, as well as suitable training and supervision, to ensure that workers can perform their duties safely and without risks to health. All equipment and machinery must be properly maintained and all facilities, including common areas and sanitary facilities, must be clean and safe. Suppliers must adopt suitable systems to identify and manage potential health and safety risks and promptly take the necessary corrective actions where such risks are identified. A certified safety management system, such as ISO 45001, is recommended.

3.8. Working Hours

Suppliers must ensure fair and reasonable working hours and comply with applicable laws on limits to ordinary and overtime working hours, rest periods and holidays. Suppliers must adopt policies suitable to ensure that workers can effectively exercise their right to holidays and personal leave, where applicable.

3.9. Employment Contracts, Wages and Benefits

Suppliers must provide all workers, including temporary workers, apprentices and trainees, with written employment contracts describing all terms and conditions of the employment relationship. Contracts must be communicated in a form and language that workers can easily understand. Suppliers must ensure that wages and related benefits, including overtime pay, meet or exceed the minimum standards required by applicable law. Wages must be sufficient to provide workers with a decent standard of living and must be determined on the basis of the worker's skills, experience and performance, in compliance with pay equity for workers holding equivalent positions. Payslips must be provided regularly to workers in an appropriate form and language. Suppliers must also ensure that workers receive regular and adequate training for the duties performed, including on health and safety, quality, environment and compliance with this Code.

3.10. Information

Suppliers must inform workers of the rights granted to them under applicable law.

4. Environmental Responsibility and Sustainability

Environmental responsibility and sustainability are core priorities for Cascata Otro. Suppliers must share this commitment and comply with the following minimum standards.

4.1. Environmental Compliance

Suppliers must comply with all applicable environmental laws, regulations and standards, including those relating to air and water quality, waste management, and the handling and disposal of hazardous materials. A certified environmental management system, such as ISO 14001 or EMAS, is recommended.

4.2. Pollution Reduction

Suppliers must prevent, reduce and mitigate all forms of environmental pollution, including air, water, soil and groundwater pollution. Any environmental incidents must be promptly managed and remediated.

Suppliers must also minimize the environmental impact of their activities by using energy-efficient technologies, reducing greenhouse gas emissions and protecting natural resources.

4.3. Responsible Sourcing

Suppliers must exercise appropriate due diligence regarding the origin and supply chain of the products, materials and goods supplied to Cascata Otro, adopting measures aimed at ensuring their lawful, responsible and sustainable origin and preventing human rights violations and environmental harm.

4.4. Impact Monitoring and Reporting

Suppliers must identify and manage the significant environmental impacts arising from their activities and implement improvement plans supported by specific key performance indicators to monitor progress. Suppliers must also monitor and document their environmental performance and provide Cascata Otro, upon request, with the relevant quantitative data.

4.5. Animal Protection and Welfare

Where animals are used in connection with the provision of services to Cascata Otro, suppliers must treat them with care, respect and appropriate consideration for their welfare. Animals must not be subject to mistreatment or neglect and must be provided, as necessary, with adequate shelter, space, companionship, food and veterinary care. All animals must be handled and transported in a manner that minimizes stress and discomfort as far as possible. The use of animals in any experimental activity is prohibited.

5. Ethics and Integrity

Suppliers must conduct their business with honesty and integrity, observing the highest ethical standards in accordance with the following requirements.

5.1. Anti-Corruption

Any form of corruption or bribery, whether active or passive, in any context, form or manner, is strictly prohibited. Suppliers must not request, grant, offer, promise or accept bribes, gifts, hospitality, entertainment, facilitation payments, donations, employment opportunities or other improper benefits or favors from or to business partners, public officials or other third parties. This also includes conduct that, although not expressly illegal or although, in certain contexts, accepted, tolerated or not prosecuted, could nevertheless compromise our commitment to integrity. More specifically, any conduct that creates, appears likely to create or may reasonably be expected to create an obligation or influence capable of affecting the decision-making process will be considered inappropriate, improper and unacceptable. Cascata Otro will not tolerate such conduct and expects suppliers to adopt the same approach.

Suppliers must not engage in transactions that create an actual or apparent conflict of interest capable of generating a risk of corruption or bribery. Suppliers must comply with applicable anti-corruption laws and maintain an effective compliance system. In addition, suppliers must ensure that their directors, officers, employees, suppliers, affiliated companies, subcontractors and representatives comply with the requirements set out herein. Suppliers must adopt and implement rules, controls and procedures appropriate to the nature, size and risks of their business, capable of preventing, detecting and mitigating corruption risks. Suppliers must also comply with the principles and standards contained in Cascata Otro's Code of Ethics, as amended from time to time and published on Cascata Otro's official website in the "Legal Notices" section.

5.2. Conflicts of Interest

Suppliers must avoid any situation of conflict, whether potential or apparent, between their own interests and those of Cascata Otro. Suppliers must promptly disclose to Cascata Otro any actual, potential or apparent conflict of interest that may affect the independence, impartiality or proper performance of the business relationship.

5.3. Other Unlawful Acts

Suppliers and their workers must not engage in any form of fraud or other unlawful activity, including, by way of example and without limitation, fraudulent financial reporting, misappropriation, extortion, insolvency offences,

unlawful payments, money laundering and any other act prohibited by applicable law. The prohibition includes, by way of example and without limitation, the falsification of invoices, certifications, reports, test results, transport documents or other documentation relating to the products or services supplied; the misrepresentation of the nature, origin, composition, quantity or quality of supplies; the submission of false statements; and the theft or misuse of assets, materials, products or resources. Suppliers must adopt appropriate controls to prevent such conduct and monitor unusual or suspicious operations, documents or transactions.

5.4. Fair Competition and Business

Suppliers must observe principles of commercial fairness and fair competition and must not enter into agreements, concerted practices, understandings or any other conduct in breach of applicable competition and antitrust laws. Prohibited conduct includes, by way of example and without limitation, collusive agreements, price fixing, market or customer allocation, unlawful territorial restrictions, and the exchange with competitors of commercially sensitive information, including information relating to prices,

costs, production capacity, volumes, customers, supply terms or commercial strategies, as well as the acquisition of competitive information by unlawful or improper means.

6. Compliance and Performance

Suppliers must operate in full compliance with applicable law. In addition, they must comply with the following specific standards.

6.1. Trade Regulations

Suppliers must comply with all applicable trade laws and regulations, including those relating to import and export controls and sanctions. Suppliers must remain constantly up to date on such provisions. Without prejudice to the foregoing, Cascata Otro may issue specific instructions regarding compliance with applicable trade regulations, which suppliers will be required to implement promptly and strictly as instructed. Suppliers must refrain from cooperating with third parties that intend to allow, directly or indirectly, the use or supply of products, services or information for the benefit of individuals, entities or countries where this is prohibited by European Union laws and regulations or by other applicable provisions. Suppliers must promptly disclose to Cascata Otro any previous violation of laws relating to import and export controls or sanctions. They must also disclose any ongoing investigation or inquiry that may reasonably affect the relationship with Cascata Otro. Suppliers must accurately document all import and export operations and establish procedures suitable to mitigate risks connected with trade and export controls.

6.2. Data Protection

Suppliers must comply with applicable data protection laws, including, by way of example and without limitation, the General Data Protection Regulation (GDPR). In addition, suppliers must adopt appropriate technical and organizational security measures to protect personal data, including measures aimed at preventing unauthorized access, use or disclosure of such data. Suppliers must respect the rights of data subjects and ensure the lawful processing and transfer of any personal data. Such measures must include, where appropriate and taking into account the nature of the data processed and the related risks: access controls and authentication measures suitable to limit access to personal data to authorized personnel only; procedures for the secure storage, transmission and destruction of personal data; training and awareness for personnel authorized to process personal data; periodic monitoring and review of data protection and cybersecurity measures; and procedures to identify, manage and respond to personal data breaches and security incidents.

Suppliers must ensure that any sub-suppliers or other third parties processing personal data in connection with the relationship with Cascata Otro are bound by adequate confidentiality, data protection and security obligations. Suppliers must notify Cascata Otro, without undue delay, of any actual or suspected personal data breach, cybersecurity incident or unauthorized access, disclosure, alteration or loss involving personal data provided by Cascata Otro or processed on behalf of Cascata Otro. Suppliers must fully cooperate with Cascata Otro in the investigation, mitigation and management of the incident.

6.3. Compliance Systems

Suppliers must adopt appropriate governance and compliance systems in order to ensure compliance with applicable law and with this Code. To ensure full transparency, suppliers must maintain accurate and complete records in accordance with applicable law, including records relating to financial reporting, taxation and anti-corruption.

6.4. Quality and Continuous Improvement

Suppliers must provide high-quality, safe and effective products and services, in full compliance with Cascata Otro's instructions, contractual requirements and applicable industry standards. Suppliers must ensure that all products, food, materials, equipment, work and services supplied comply with the agreed specifications, applicable law and relevant quality, hygiene and safety standards. Suppliers must ensure, where applicable, adequate traceability of the products, food, raw materials, components and processes used. Suppliers must pursue continuous improvement in their performance. This includes a commitment to improving the quality of the products and services supplied, reducing delivery times and seeking optimal value. Suppliers must immediately inform Cascata Otro of any defect, non-compliance, health or safety risk or other circumstance that may affect the quality, safety, compliance or marketability of the products or services supplied. Suppliers must fully cooperate with Cascata Otro in identifying the causes of non-compliance and implementing corrective actions, withdrawals, recalls or other necessary measures. A certified quality management system, such as ISO 9001, is recommended.

7. Confidentiality

Suppliers must treat as strictly confidential all non-public information obtained from Cascata Otro or otherwise learned, acquired or generated in connection with the business relationship with Cascata Otro, including, by way of example and without limitation, information relating to guests, bookings, stays at the property, guest habits and preferences, as well as photographs, videos or other content relating to guests or the property; commercial, technical, financial, operational, strategic and organizational information; and information relating to products, services, projects, designs, customers, suppliers, employees, production processes and business activities.

Unless previously authorized in writing by Cascata Otro, suppliers must not disclose such information to third parties. Suppliers must adopt appropriate measures to regulate the collection, storage, use and disclosure of information and to prevent its misuse, falsification, counterfeiting, theft or unauthorized disclosure. Confidential information must be used exclusively for the purposes of performing the business relationship with Cascata Otro and may not be used for the benefit of the supplier or any third party. Access to confidential information must be limited to persons who have an actual need to know such information for the purposes of performing the relationship with Cascata Otro and who are bound by adequate confidentiality obligations. Suppliers must promptly report to Cascata Otro any actual or suspected breach of confidentiality or security incident involving Cascata Otro's information. Upon request by Cascata Otro or upon termination of the business relationship, suppliers must return or securely destroy all confidential information and related copies in their possession or under their control, without prejudice to any mandatory retention obligations provided by applicable law.

8. Intellectual Property Rights

Suppliers must respect and protect Cascata Otro's intellectual property rights, including, by way of example and without limitation, trademarks, logos, photographs, videos, editorial content, promotional materials, architectural designs, design elements, software, websites and other content or materials of Cascata Otro, as well as any technology shared with suppliers. Suppliers must not use any intellectual property right of Cascata Otro without its prior written authorization. Where authorized, suppliers must use such rights exclusively for the purposes for which the authorization was granted and must take all reasonable measures to protect them from misuse, mismanagement, counterfeiting, fraud or improper disclosure. In any case, suppliers undertake to use Cascata Otro's intellectual property rights, where duly authorized, in a manner that promotes its reputation. Suppliers must not affix, remove, alter or use trademarks, logos, distinctive signs, labels, codes, technical data or other identifying elements of Cascata Otro except in strict compliance with the written instructions received from Cascata Otro. In addition, suppliers must ensure that all products and services supplied to Cascata Otro do not infringe the intellectual or industrial property rights of third parties. Suppliers must promptly inform Cascata Otro of any suspected infringement, counterfeiting or misuse of Cascata Otro's intellectual property rights of which they become aware.

Suppliers must fully cooperate with Cascata Otro in the related protection activities and must not make commitments, acknowledge liability or settle disputes relating to Cascata Otro's intellectual property rights without its prior written consent.

9. Monitoring and Oversight

Compliance with this Code is essential. Suppliers are therefore required to strictly comply with the requirements set out herein and to cooperate with the following monitoring and oversight procedures.

9.1. Reporting Obligations

Suppliers must promptly report to Cascata Otro any suspected or confirmed violation of this Code or of applicable law. This includes violations committed by employees, consultants, partners, agents or other representatives acting on behalf of the supplier or of Cascata Otro. Reports must be submitted by:

- Email: info@cascatadotro.com; or
- Post: Località Miniere 9, Alagna Valsesia, Fraz. Riva Valdobbia, 13021.

All reports received will be treated confidentially, discreetly and without any form of retaliation. Any reporting obligation required by law shall in any case remain unaffected.

9.2. Audits

Cascata Otro may carry out inspections, including without prior notice, during normal working hours, in order to verify compliance with this Code. Inspections must be carried out in compliance with applicable law and workplace safety requirements. Such inspections may be conducted by Cascata Otro personnel or by duly authorized third parties. Suppliers must cooperate with Cascata Otro in connection with such inspections and retain all documentation necessary to demonstrate compliance with this Code and applicable law. During such inspections, Cascata Otro may request access to the offices and premises where suppliers operate, as well as to documentation and personnel for interview or verification purposes. Suppliers must allow such access and must not improperly influence the audit procedure or its outcomes. Cascata Otro will give due consideration to the supplier's confidential information and intellectual property rights during such inspections. Based on the audit outcomes, Cascata Otro may require suppliers to prepare and implement a corrective action plan.

9.3. Non-Compliance

Failure to comply with this Code, refusal to prepare a corrective action plan or failure to implement, or timely implement, an agreed plan may constitute a breach of contractual obligations.

Depending on the nature and severity of the violation, Cascata Otro may require corrective actions to be taken within a specified deadline, suspend the execution of new orders or the business relationship and, in the most serious cases or in the event of failure to remedy, terminate or cease the relationship with the supplier, without prejudice to any further remedies provided by law or by contract.

10. Contact Information

For any request for clarification regarding this Code, please contact the Cascata Otro representative responsible for managing the business relationship with the supplier.