



## WB01.05 - Whistleblowing Procedure

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<b>Recipients</b>	All Moncler Group Companies. All Moncler Group Personnel (employees and collaborators).

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## 1. DEFINITIONS, TERMS AND ABBREVIATIONS

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Acronym/Term used	Description
<b>WHISTLEBLOWER</b>	The natural person making the Whistleblowing, as better defined in Paragraph "5.1 The Whistleblowers".
<b>REPORTED PERSON</b>	The natural or legal person mentioned in the Whistleblowing as the person to whom the breach is attributed or who/which is otherwise implicated in the breach.
<b>WHISTLEBLOWING</b>	Written or oral communication of information on Breaches made by the Whistleblower, through one of the whistleblowing channels provided. The Whistleblowing must have the minimum form and content provided for in Paragraph "5.2.1 Minimum form and content of the Whistleblowing by means of Internal Channels".
<b>BREACH</b>	The Breach consists of conduct, acts or omissions, detrimental to the integrity of the Company, of which the Whistleblower has become aware in the context of his or her work environment and which are ascribable to the matters outlined in Paragraph "5.2 Subject matter of the Whistleblowing - the Breaches".
<b>MANAGER OF THE WHISTLEBLOWINGS</b>	The manager of the whistleblowings. This person may also involve other corporate functions, provided that the confidentiality of the Whistleblower's identity is guaranteed at all times and that they are expressly authorised to process data pursuant to the GDPR. This person is identified as in "Paragraph 7 - MANAGEMENT PROCESS OF WHISTLEBLOWINGS BY INTERNAL CHANNELS".
<b>WORKING ENVIRONMENT</b>	Present or past employment or professional activities through which, regardless of the nature of those activities, a person acquires information about breaches and in which he or she could risk retaliation in the event of public disclosure or whistleblowing to a judicial or accounting authority.
<b>231 MODEL</b>	Organisation, Management and Control Model pursuant to Legislative Decree 231/2001 adopted by the Italian company of the Moncler Group where the Whistleblowing is made.
<b>SUPERVISORY BODY</b>	The Supervisory Body pursuant to Legislative Decree 231/2001 appointed by the Italian company of the Moncler Group where the Whistleblowing is made.

## 2. INTRODUCTION AND REGULATORY REFERENCES

Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law. It significantly extended the scope of the whistleblowings discipline<sup>1</sup>.

Relevant Data Protection Legislation (GDPR for European Companies) - As the management of whistleblowings involves the collection and processing of personal data.

The Moncler Group had already equipped itself with a system for making and managing breach whistleblowings, and in light of the regulatory changes outlined above, has revised its logic and tools<sup>2</sup>.

## 3. PURPOSE AND SCOPE

The Moncler Group is committed to operating in an ethical manner and demands and expects from its: i) employees and executives worldwide, including collaborators , ii) third party partners such as contractors, suppliers, consultants, wholesale customers, temporary workers and self-employed professionals, iii) customers and, iv) members of the Corporate Bodies of each company in the Moncler Group, a behaviour aligned with:

- Code of Ethics and values of the Moncler Group;
- Organisation, management and control model pursuant to Legislative Decree No. 231 of 8 June 2001;
- Anti-Bribery Policy;
- Suppliers' Code of Conduct;
- System of powers and delegated powers established;
- Other internal policies and procedures (e.g. Health and Safety Policy, Environmental Policy, procedures on specific company areas);
- Applicable laws and regulations.

To this end, the Moncler Group has structured whistleblowing rules and a whistleblowing process to **guarantee potential whistleblowers a certain channel that ensures the confidentiality of their identity and protection from retaliation.**

This Procedure on “The Whistleblowing System” (hereinafter referred to for brevity as the “Whistleblowing Procedure” or the “Procedure”) aims to describe and regulate the system of whistleblowings implemented by each company of the Moncler Group, providing appropriate indications to whistleblowers for making a whistleblowing and outlining the management process. In

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<sup>1</sup> In Italy, the Directive has been transposed by Legislative Decree No. 24 of 10 March 2023, on “*Implementation of Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law and on provisions concerning the protection of persons who report breaches of national laws*” (hereinafter the “Decree”).

<sup>2</sup> Due consideration has been given to the “Guidelines on the protection of persons who report breaches of Union law and on the protection of persons who report breaches of national laws” approved by National Anti-Bribery Authority [ANAC] with Resolution No. 311 of 12 July 2023 (hereinafter also referred to as “ANAC Guidelines”) and applicable to the Italian Companies of the Moncler Group.

particular, this document:

- i. defines the scope of the whistleblowing system;
- ii. identifies the persons who may make whistleblowings;
- iii. circumscribes the perimeter of conduct, events or actions that can be the subject matter of the whistleblowing;
- iv. identifies the channels through which whistleblowings can be made;
- v. identifies and prescribes the general principles and rules governing the whistleblowing process, including safeguards for the whistleblower and the reported person, as well as the consequences of any abuses in the use of the established channels;
- vi. defines the Whistleblowings management process in its various phases, identifying roles, responsibilities and operating methods.

The document also provides information on operational details related to the application of Italian and European regulations (paragraph 11).

The Whistleblowing Procedure applies to the persons concerned in their capacity as Whistleblower and Reported Person, as defined below, as well as to the corporate figures and functions identified and involved in the management of the Whistleblowing of Breach received.

#### **4. ROLES AND RESPONSIBILITIES OF INDUSTRIES S.P.A. FUNCTIONS**

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- **“Manager of the Whistleblowings”** is the person in charge of managing the internal whistleblowing channel as specified in this Procedure identified: *i)* in the **Internal Audit Director**, who operates as an internal person for the company Industries S.p.A.; *ii)* in the company Industries S.p.A., which operates as an external Office (on the basis of specific intra-group contractual provisions) for the other companies of the Moncler Group, availing itself of the Internal Audit Director for these activities;
- **Directors of individual company departments, such as HR, Security Director, ICT Director, CFO, General Counsel, etc.**: managers who may be involved by the “Manager of the Whistleblowings” in order to understand and investigate the reported events, but who will not be made directly aware of the content of the whistleblowings/whistleblower;
- **Director of Global People & Organisation**: responsible for disciplinary actions against employees;
- **General Counsel**: responsible for formalising disciplinary actions against third parties.

The above-mentioned functions are incardinated at Industries S.p.A. and perform their functions also for the other companies of the Moncler Group, by virtue of regulated intercompany agreements, also in terms of privacy.

#### **5. THE WHISTLEBLOWINGS SYSTEM**

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##### **5.1. The Whistleblowers**

The Whistleblowers to whom this Procedure is addressed are:

- i. all persons employed by companies of the Moncler Group with an employment contract, whether permanent or fixed-term, full-time or part-time, including intermittent work contracts, apprenticeship

contracts, ancillary work contracts, or by means of a work administration contract, as well as occasional workers;

- ii. all self-employed persons (excluding entrepreneurs, even small ones) who work for companies of the Moncler Group;
- iii. coordinated and continuous collaborators who work for companies of the Moncler Group;
- iv. interns, volunteers and trainees working at companies of the Moncler Group;
- v. persons with functions of administration, management, control, supervision and representation (including *de facto*) of the Company and shareholders;
- vi. workers or collaborators of persons providing goods or services or carrying out works for third parties;
- vii. self-employed professionals and consultants, who work for companies of the Moncler Group;
- viii. any other external parties or third partners such as contractors, suppliers, wholesale customers and retail customers.

Whistleblowers also include persons: (i) whose legal relationship with the Company has not yet begun, if information on breaches was acquired during the selection process or in other pre-contractual stages; (ii) during the test period; (iii) after cessation of the relationship, if information on breaches was acquired during the course of the relationship.

### **5.2. Subject matter of the Whistleblowing - the Breaches**

The Whistleblowers may make Whistleblowings of Breaches consisting of **conduct, acts or omissions, which damage the integrity of the companies of the Moncler Group and of which the Whistleblower has become aware in the context of its own work context**, concerning:

- Fraudulent conduct to the detriment of the company or third parties;
- Appropriation or damage of company assets or property (e.g. theft of stock or cash);
- Use of company assets or property for personal purposes;
- Forgery of contracts or accounting documents;
- Fraudulent payments;
- Bribery or attempted bribery to the detriment of public bodies or private individuals;
- Absenteeism or irregularities in attendance records;
- Breaches of regulations and employment contracts;
- Conflict of Interest Situations;
- Disclosure of Confidential Information;
- Violence, Threats or Retaliation;
- Discriminatory behaviour or Harassment;
- Conduct Dangerous to Health and Safety in the Workplace;
- Damage to the Environment;
- Illegal financing of political groups;

- Unlawful conduct to the detriment of Suppliers or Customers;
- Illegal conduct or conduct contrary to the company's interests on the part of suppliers or customers;
- Laundering and Organised Crime;
- Counterfeiting of Products or Distinctive Signs;
- Conduct contrary to the Code of Ethics;
- Breaches of laws, policies or company procedures.

The above list may include:

- i. unlawful conduct relevant under Legislative Decree 8 June 231/2001 and breaches of 231 Model, for the Italian companies of the Moncler Group;
- ii. offences that fall within the scope of the European or national legislation set out in the Annex to the Decree or the domestic legislation implementing the European Union acts set out in the Annex to Directive (EU) 2019/1937 (albeit not included in the Annex to the Decree), relating to the following areas: public procurement; services, products and financial markets and prevention of money laundering and financing of terrorism; product safety and compliance; transport safety; environmental protection; food and feed safety and animal health and welfare; public health; consumer protection; privacy and personal data protection and network and information system security, for the European Companies of the Moncler Group;
- iii. acts or omissions detrimental to the financial interests of the European Union (by way of example, fraud, bribery and any other illegal activity related to European Union expenditure), for the European Companies of the Moncler Group;
- iv. acts or omissions concerning the internal market (by way of example: competition and state aid breaches), for European companies of the Moncler Group;
- v. acts or conduct that frustrate the object or purpose of the provisions of the European Union acts, for the European Companies of the Moncler Group.

**The subject matter of the Whistleblowing must be:**

- (i) Breaches committed or likely to have been committed, based on well-grounded and substantiated suspicions;
- (ii) Breaches that have not yet been committed but which the Whistleblower believes may be committed, based on well-grounded and substantiated suspicions;
- (iii) conducts aimed at concealing the aforementioned Breaches.

**They are excluded:**

- disputes, claims or demands linked to a personal interest of the Whistleblower that relate exclusively to his/her individual employment relationships, or inherent to his/her employment relationships with hierarchically superior figures;
- whistleblowings on national defence and security;

- whistleblowings relating to breaches already regulated in the European Union directives and regulations and in the implementing provisions of the Italian legal system, set out in Part II of the Annex to the Decree, which already guarantee special whistleblowing procedures in certain special sectors (financial services; prevention of money laundering and terrorist financing; environmental protection).

Furthermore, information on reportable Breaches does not include information that is clearly unsubstantiated, information that is already fully in the public domain, as well as information acquired only on the basis of indiscretions or rumours that are not very reliable (so-called rumours).

#### **5.2.1. Minimum form and content of the Whistleblowing by means of Internal Channels**

It is necessary for the Whistleblowing to be as circumstantial as possible and to provide as many elements as possible in order to enable its proper management and follow-up.

To this end, the Whistleblowing must contain the following essential elements:

- Subject matter:** a clear description of the Breach that is the subject matter of the Whistleblowing, with an indication of the circumstances of time and place in which the facts/behaviour described were committed;
- Reported Person and other subjects involved:** generalities and/or any element (such as function/company role) allowing easy identification of the alleged author(s) of the reported Breach or of other subjects that may be involved.

In addition, the Whistleblower may appropriately indicate/provide the following further elements:

- **its generalities;**
- **any documentation** that may confirm the groundness of the Breach or better substantiate it;
- **any other information** that may facilitate the gathering of evidences on what has been reported.

Please note that the Whistleblowing must not take an insulting tone or contain personal offence. The use of such expressions may be submitted by the Manager of the Whistleblowing to the competent corporate functions for appropriate evaluations, including disciplinary ones.

It should be noted that **the companies of the Moncler Group also accept Whistleblowings in anonymous form** (to be understood as Whistleblowings from which it is not possible to deduce the identity of the Whistleblower), provided that they present the essential elements mentioned above.

## **6. INTERNAL WHISTLEBLOWING CHANNELS**

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The Moncler Group has established the following Internal Whistleblowing Channels (which allow written or oral Whistleblowings).

### **6.1. Whistleblowing in written form via the “Navex” platform**

The Moncler Group has adopted a platform for whistleblowings (hereinafter also referred to as the **“Navex Platform or WB”**), provided by the company Navex contracted by Industries S.p.A. and appointed as data processor pursuant to Article 28 GDPR. The WB Platform is structured to ensure that:

- during the whistleblowing process, the information acquired respects the principles of protection of personal data and maximum confidentiality. This is done through the adoption of encryption techniques

and the implementation of technical and organisational security measures defined, assessed and implemented also in the light of an impact assessment, carried out prior to the processing;

- only the Manager of the Whistleblowings and the persons involved in the management of the Whistleblowing have access to the relevant information;
- is continuously available 24 hours a day, 7 days a week.

Access to the Navex platform can be done directly via the following link: [Moncler.ethicspoint.com](http://Moncler.ethicspoint.com).

When submitting a whistleblowing, the WB Platform provides a token (Whistleblowing ID) that allows you to check the status of the whistleblowing, obtain information on the outcome and, if desired, communicate anonymously with the Manager of the Whistleblowings.

The Manager of the Whistleblowings accesses the Navex platform to consult all whistleblowings received and perform verification activities.

#### **6.2. Written whistleblowing by paper mail**

The Whistleblowing may be made in writing by correspondence addressed to the Manager of the Whistleblowings to be sent to the following address: Whistleblowing Moncler Group; c/o Industries S.p.A. - Internal Audit Director; Viale Ortles, 38 - 20139 – Milan - Italy

This Whistleblowing will then be entered into the Platform in order to ensure its registration and traceability. The paper documentation will be destroyed as soon as possible.

#### **6.3. Oral whistleblowing via the Telephone Line**

The Whistleblowing can be done by contacting the telephone number specifically indicated in the platform. An operator will respond, who will gather some information and draw up a written report on the Whistleblowing, which will then be reviewed and confirmed by the Whistleblower.

The Whistleblower receives a token (Whistleblowing ID) which, together with a password created by him/her and communicated to the operator, enables him/her to subsequently check the status of the whistleblowing, obtain information on the outcome and, if desired, communicate further information.

#### **6.4. Whistleblowing by request for a face-to-face meeting**

A Whistleblowing can be made by requesting a face-to-face meeting with the Manager of the Whistleblowings via one of the established Internal Channels. Such a meeting must be organised within a reasonable period of time.

In such a case, subject to the consent of the Whistleblower, the Whistleblowing is documented by the Manager of the Whistleblowings, either by means of a recording on a device suitable for storage and listening, or by means of a minutes. In the case of minutes, the Whistleblower may verify, correct and confirm the minutes of the meeting by his signature.

This Whistleblowing will then be entered into the Platform in order to ensure its registration and traceability. The paper documentation will be destroyed as soon as possible.

### **7. MANAGEMENT PROCESS OF WHISTLEBLOWINGS BY INTERNAL CHANNELS**

The Internal Audit Director, employee of Industries S.p.A. is a person expressly authorised by Industries S.p.A. to process the data - held by the same for the management of this process - pursuant to art. 29 and 32 of

the GDPR.

In addition, Industries S.p.A., in its capacity as external office Manager of the Whistleblowings for the European Companies of the Moncler Group (for this purpose appointed by the same companies as data processor pursuant to art. 28 of the GDPR) has authorised the Internal Audit Director pursuant to art. 29 and 32 of the GDPR to process the data - held by the other European Companies of the Moncler Group for the management of this process - by Industries S.p.A.

All persons involved in the management of the Whistleblowing, including those other than the Manager of the Whistleblowings, are authorised to process data according to the investigation needs of the specific case.

Internal Whistleblowing Channels ensure, also by means of encryption tools, **the protection of the personal data and the confidentiality**:

- (i) of the identity of the Whistleblower and the Reported Person;
- (ii) of the content of the Whistleblowing;
- (iii) of the documentation relating to the Whistleblowing.

The Manager of the Whistleblowings:

- provides clear information on the use of the internal channel and the external channel managed by the ANAC, with particular regard to the prerequisites and modalities for making whistleblowings through these channels, the competent persons and the procedures;
- will give diligent notice of receipt and diligent follow-up to the Whistleblowing;
- will assess the completeness and groundness of the information;
- will maintain contacts with the Whistleblower and may request, if necessary, additions or further discussions and investigations;
- may interface with other corporate functions and figures to request their cooperation for a better investigation and analysis of the Whistleblowing, in strict compliance with the confidentiality guarantees set out in the Decree and in this Procedure;
- may carry out investigation activities also with the involvement of external consultants, in absolute compliance with the guarantees of confidentiality set out in the Decree and in this Procedure.

The Manager of the Whistleblowings is not responsible for ascertaining individual responsibilities, whatever their nature, nor for carrying out checks of legitimacy or merit on acts and measures adopted by the Moncler Group.

Where the Manager of the Whistleblowings has a conflict of interest with respect to a specific Whistleblowing (e.g. as Reported Person, or wishes to qualify as a Whistleblower), the Whistleblower may send the written Whistleblowing by paper mail to the **Director of Global People & Organisation**, who will act in place of the Manager of the Whistleblowings (who will not be informed of or have access to the whistleblowing), temporarily assuming the Manager of the Whistleblowings's duties, tasks and responsibilities as defined in this Procedure<sup>3</sup>.

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<sup>3</sup> In Italy, the Directive has been transposed by Legislative Decree No. 24 of 10 March 2023, on “*Implementation of Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law and on provisions concerning the protection of persons who report breaches of national laws*” (hereinafter the “Decree”).

If the Whistleblowing is submitted to a person other than the Manager of the Whistleblowings and qualified as a Whistleblowing subject to this Procedure by the Whistleblower himself/herself, or the willingness to avail of the safeguards is inferred by conclusive behaviour, such person shall transmit it through the internal channels of the Manager of the Whistleblowings, within 7 (seven) days from its receipt, giving simultaneous written notice of the transmission to the Whistleblower. Otherwise, if the Whistleblower does not expressly state that he/she wishes to benefit from the protections, or if this wish cannot be inferred from the Whistleblowing, the Whistleblowing is considered as an ordinary whistleblowing, not covered by this Procedure.

The Whistleblowings management process is outlined below, with particular reference to the following steps:

- receipt and registration of the Whistleblowing;
- preliminary assessment and classification of the Whistleblowing;
- internal audits and investigations;
- response to the Whistleblowing;
- conclusion of the process;
- reporting to top management;
- storage of the Whistleblowings and related documentation.

#### **7.1. Receiving and Recording the Whistleblowing**

Following the Whistleblowing received through the Internal Channels, the Manager of the Whistleblowings will send the Whistleblower an acknowledgement of receipt within 7 (seven) days from the date of receipt of the Whistleblowing itself. Please note that this acknowledgement of receipt does not constitute confirmation of the admissibility of the Whistleblowing.

If the Whistleblowing reaches the Whistleblower through channels other than the Platform, the Whistleblower will enter the Whistleblowing into the Platform.

The Platform also serves as the so-called **Whistleblowings Register** containing at least the following fields (which it will update in line with the outcomes of the activities set out in the subsequent steps of the process outlined in this Procedure):

- Id/identification protocol;
- Date of receipt;
- Receipt channel of the Whistleblowing;
- Classification of the Whistleblowing, according to the results of the assessment phase as set out in paragraph 7.2 Preliminary assessment and classification of the Whistleblowing "(a) non material; (b) non processable; (c) material and processable);
- Date of start of investigation (if any);
- Conclusion.

The Manager of the Whistleblowings will also archive the Whistleblowings Register on an annual basis and keep it for a maximum period of 5 years.

#### **7.2. Preliminary assessment and classification of the Whistleblowing**

The Manager of the Whistleblowing promptly takes charge and carries out a preliminary analysis of the Whistleblowing received, first of all to assess whether the essential requirements of the Whistleblowing are

met, and therefore whether it is **admissible**.

If necessary, and where the Whistleblowing modalities allow, the Manager of the Whistleblowing may request further information or supporting documentation from the Whistleblower, in order to allow a more exhaustive and conclusive assessment of the Whistleblowing, again through the dedicated channels.

Following this preliminary analysis and assessment, the Manager of the Whistleblowing classifies the Whistleblowing into one of the following categories, which will imply a different and specific workflow for the management of the Whistleblowing itself:

- a) **Non material Whistleblowing:** Whistleblowings that do not relate to reportable Breaches pursuant to the Decree and this Procedure or that are made by persons who are not Whistleblowers. In such a case, the Manager of the Whistleblowing may bring the Whistleblowing to the attention of the other corporate functions deemed competent;
- b) **Non processable Whistleblowing:** Whistleblowing which, at the end of the preliminary examination phase and/or following the possible request for further information, is characterised by the absence of factual elements capable of justifying investigation and/or by a content so generic as not to allow comprehension of the facts and/or accompanied by inappropriate or irrelevant documentation;
- c) **Material and Processable Whistleblowing:** in the event of Whistleblowings that are confirmed as falling within the scope of the Decree and of this Procedure and that are sufficiently substantiated and/or documented, the Manager of the Whistleblowing initiates the verification and investigation phase, described in the next paragraph.

### **7.3. Internal audits and investigations**

Where, at the outcome of the above preliminary assessment, the Whistleblowing received is classified as "material and processable", the Manager of the Whistleblowings will proceed with the initiation of internal audits and investigations in order to gather further detailed information and verify the groundness of the reported facts.

The Manager of the Whistleblowings reserves the right to request further information or documentation from the Whistleblower, as well as to involve him/her in the investigation phase and provide him/her with any information on the start and progress of the investigation.

The Reported Person may be heard (or must be heard at his/her request) in the process of management of the Whistleblowing, including by obtaining written submissions and documents.

In the framework of the preliminary investigation activity, the Manager of the Whistleblowings may avail itself of the support of suitably qualified corporate structures/functions (also by acquiring acts and documents) and/or of external consultants (providing in any case the due guarantees of confidentiality and protection).

In any case, the verification activities carried out will also be carried out in compliance with and within the limits of personal data protection legislation.

### **7.4. Response to the Whistleblowing**

**Within 3 (three) months** from the date of the acknowledgement of receipt or, in the absence of such an acknowledgement, within 3 (three) months from the expiry of the 7 (seven) day period from the submission of the Whistleblowing, the Manager of the Whistleblowings shall provide feedback to the Whistleblower, through one of the available internal channels, on the Whistleblowing concerning the follow-up that has

been given or that is intended to be given to the Whistleblowing.

Such acknowledgement may consist, for example, in the communication of the closure, the initiation of an internal investigation and possibly its findings, the measures taken to deal with the issue raised, the referral to a competent authority for further investigation; the same acknowledgement may also be merely interlocutory, as it may consist in the communication of information on all the activities described above that are intended to be undertaken and the progress of the investigation. In the latter case, once the investigation has been completed, the results of the investigation must also be communicated to the Whistleblower.

### **7.5. Conclusion of the process**

At the end of the analysis phase, the Manager of the Whistleblowings, also via the platform, has a report (in any case respecting the principles of confidentiality) in which the following should appear:

- a) the descriptive elements of the Breach (e.g. place and date of occurrence, evidence and documents);
- b) the verifications carried out, their outcomes and the company or third party involved in the analysis phase;
- c) a summary evaluation of the analysis process with an indication of the cases established and the reasons for them;
- d) the outcome and conclusion of the analysis<sup>4</sup>.

At the outcome of the above-mentioned verification and investigation activities, the Manager of the Whistleblowings:

- (i) where it finds evidence of the groundness of the Whistleblowing, it shall refer the matter to the competent corporate functions (also by sharing the report prepared) so that they may identify and take the consequent initiatives (including disciplinary and/or judicial), within their exclusive competence;
- (ii) where, on the other hand, it finds elements of manifest groundlessness in the Whistleblowing, it orders it to be closed with adequate reasoning;
- (iii) where, finally, it finds evidence of wilful misconduct or gross negligence in the making of the manifestly unfounded Whistleblowing, it shall proceed as provided for in sub-paragraph (i) above and shall order the closure of the Whistleblowing as provided for in sub-paragraph (ii) above.

#### **7.5.1. Escalation in case of Whistleblowings concerning Top Management**

In the event of Whistleblowings concerning the persons in charge of deciding possible disciplinary measures or other actions, the Manager of the Whistleblowings immediately involves the Director in charge of the Internal Control and Risk Management System, in order to coordinate and define the subsequent investigation process.

In the event of Whistleblowings concerning the Director in charge of the Internal Control and Risk Management System or the Chairman of the Board of Directors, the Manager of the Whistleblowings shall

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<sup>4</sup> In cases in which the Whistleblowing relates to Breaches attributable to unlawful conducts relevant under Legislative Decree 8 June 231/2001 and breaches of the 231 Model (referred to in point i) paragraph 5.2 "Subject matter of the Whistleblowing - the Breaches"), the Manager of the Whistleblowings shall forward to the Supervisory Body under Legislative Decree 231/2001 timely information on the receipt of such whistleblowings, for the assessments and initiatives within its competence.

immediately inform the Board of Statutory Auditors.

In the event of Whistleblowings concerning a member of the Board of Statutory Auditors and/or concerning the Supervisory Body or one of its members, the Manager of the Whistleblowings shall immediately notify the Chairman of the Board of Statutory Auditors.

In the event of Whistleblowings concerning the Chairman of the Board of Statutory Auditors, the Manager of the Whistleblowings shall immediately inform the Director in charge of the Internal Control and Risk Management System.

#### **7.6. Reporting to Top Management**

The results of the assessments of all the Whistleblowings received will be included in a report that will be periodically reported to the Board of Directors (also through the Risk and Sustainability Control Committee) and the Board of Statutory Auditors of Moncler and the Companies involved.

The Manager of the Whistleblowings is responsible for promptly informing the Management Body, the Board of Statutory Auditors and the Supervisory Body pursuant to Legislative Decree 231/2001 (if not already informed and in cases of interest), of the outcome of the investigations and assessments carried out with respect to Whistleblowings that have turned out to be grounded.

#### **7.7. Storage of the Whistleblowings and related documentation.**

Whistleblowings and related documents are kept for as long as necessary for the processing of the Whistleblowing, and in any case for **no longer than five years** from the date of the communication of the final outcome of the whistleblowing procedure, or until the conclusion of any judicial or disciplinary proceedings that may have been brought against the Reported Person or the Whistleblower, in compliance with confidentiality obligations<sup>5</sup>.

In particular, it should be noted that non-material and non-processable Whistleblowings are to be kept for a maximum of 12 months after the completion of the verification of the facts reported.

### **8. GENERAL PRINCIPLES AND SAFEGUARDS**

Below are the principles and safeguards that each Moncler Group company undertakes to guarantee in the process of management of the Whistleblowings.

The proper management of the Whistleblowings system will support the dissemination of a culture of ethics, transparency and legality. This aim can only be achieved if Whistleblowers have not only the whistleblowing channels at their disposal, but also the guarantee that they will not suffer retaliation from colleagues or superiors or other Moncler Group representatives or risk seeing their Whistleblowing unheeded.

To this end, the Moncler Group protects the Whistleblower by guaranteeing the **confidentiality of** his or her identity and expressly **prohibiting acts of retaliation** for reasons directly or indirectly linked to the Whistleblowing<sup>6</sup>.

These safeguards and protective measures apply, with due regard to the good faith of the Whistleblower himself/herself, only if the following conditions are met:

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<sup>5</sup> Recalled by Article 12 of the Decree; the principle of Article 5(1)(e) of the GDPR (limitation of storage) and Article 3(1)(e) of Legislative Decree No. 51 of 2018 will also be complied with.

<sup>6</sup> Consistent with the provisions of the Decree, in addition to the limitations of liability set out in Article 20 of the Decree.

- the Whistleblower, at the time of the Whistleblowing, public disclosure or complaint to the judicial or accounting authorities, had reasonable grounds to believe that the Breaches reported were true and fell within the objective scope of application set out in paragraph 5.2 "Subject matter of the Whistleblowing - the Breaches",
- the Whistleblowing or public disclosure was made in compliance with the provisions of this Procedure<sup>7</sup>.

These protections are not guaranteed if the criminal liability of the Whistleblower for the offences of defamation or slander, or his civil liability for the same, is established, even by a judgment of first instance, in cases of wilful misconduct or gross negligence.

Moreover, these safeguards and protective measures also apply in favour:

- of the so-called "facilitators", i.e. natural persons working in the same work environment as the Whistleblower, who assist him/her in the whistleblowing process;
- of the persons in the same work environment as the Whistleblower and who are linked to him/her by a stable emotional or family relationship up to the fourth degree;
- of the Whistleblower's work colleagues who work in the same work environment and have a stable and habitual relationship with him/her;
- of the entities owned by or for which the Whistleblower works, as well as entities operating in the same work environment as the Whistleblower.

These persons are also referred to synthetically in this Procedure as "Other Protected Persons".

Any conduct in breach of the protections afforded to the Whistleblower and the other persons mentioned above may give rise to disciplinary proceedings.

### **8.1. Confidentiality**

Each company of the Moncler Group guarantees the confidentiality of the identity of the Whistleblower, the Reported Person, any facilitators and any other subjects mentioned in the Whistleblowing, as well as the confidentiality of the content of the Whistleblowing and of the documentation attached to it.

Whistleblowings may not be used beyond what is necessary to adequately follow them up.

The identity of the Whistleblower and any other information from which this identity may be inferred - directly or indirectly - may not be disclosed without the Whistleblower's express consent to persons other than those competent to receive or follow up the Whistleblowings, as identified in this Procedure<sup>8</sup>.

The Whistleblower shall also be notified in writing of the reasons for the disclosure of confidential data,

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<sup>7</sup> As well as in compliance with the provisions of the Decree.

<sup>8</sup> Furthermore, the identity of the Whistleblower:

- within the framework of criminal proceedings, is covered by secrecy in the manner and to the extent provided for in Article 329 of the Italian Code of Criminal Procedure;
- within the framework of proceedings before the Court of Auditors, may not be disclosed until the pre-trial stage is closed;
- within the framework of the disciplinary proceedings, cannot be disclosed, if the contestation of the relevant charge is based on investigations that are separate and additional to the Whistleblowing, even if consequent to it. If the charge is based in whole or in part on the Whistleblowing, and knowledge of the identity of the Whistleblower is indispensable for the accused person's defence, the Whistleblowing will be usable for the purposes of the disciplinary proceedings only if the Whistleblower expressly consents to the disclosure of his/her identity. In such a case, the Whistleblower must be informed in writing of the reasons for disclosing the confidential data, and asked in writing whether he/she intends to give his/her consent to reveal his/her identity, with a warning that - if not - the Whistleblowing may not be used in the disciplinary proceedings.

when the disclosure of the identity of the Whistleblower and of the information from which that identity may be inferred, directly or indirectly, is indispensable for the Reported Person's defence.

The identity of the Reported Person, of the facilitator and of the persons in any case involved and mentioned in the Whistleblowing shall be protected until the conclusion of the proceedings initiated as a result of the Whistleblowing, with the same guarantees provided for in favour of the Whistleblower in this paragraph.

Moreover, the legislation does not recognise the right of the Reported Person to always be informed of the Whistleblowing concerning him/her.

### **8.2. Prohibition of retaliation**

Whistleblowers may not suffer any form of retaliation for having made a Whistleblowing respecting the conditions for the application of the safeguards. Other Protected Persons may also not suffer any form of retaliation because of their role in the Whistleblowing process or their particular relationship with the Whistleblower (who has made a whistleblowing in compliance with the conditions for the application of the safeguards).

Retaliation shall mean any conduct, act or omission, even if only attempted or threatened, carried out as a consequence of the Whistleblowing, complaint to the judicial or accounting authorities or public disclosure, which causes or may cause the Whistleblower or the person who made the complaint, directly or indirectly, unjust damage.

By way of example, it is possible to qualify as retaliation if all the requirements of the relevant notion referred to above are met:

- dismissal, suspension or equivalent measures;
- downgrading or non-promotion (where the Whistleblower had a legitimate expectation of such promotion, based on particular, precise and concordant factual circumstances);
- change of duties, change of workplace, demotion, reduction of salary, change of working hours;
- suspension of training or any restriction of access to it;
- negative comments or negative references;
- the adoption of disciplinary measures or other sanctions, including fines;
- coercion, intimidation, harassment or ostracism;
- discrimination or otherwise unfavourable treatment;
- the non-conversion of a fixed-term employment contract into an employment contract of indefinite duration (where the Whistleblower had a legitimate expectation of such conversion, on the basis of particular, precise and concordant factual circumstances);
- the non-renewal or early termination of a fixed-term employment contract (where the Whistleblower had a legitimate expectation of such renewal, based on particular, precise and concordant factual circumstances);
- damage, including to a person's reputation, particularly on social media, or economic or financial harm, including loss of economic opportunities and loss of income;
- inclusion on improper lists on the basis of a formal or informal sectoral or industry agreement, which may result in the person being unable to find employment in the sector or industry in the future;
- early cessation or cancellation of the contract for the supply of goods or services;
- cancellation of a licence or permit;
- the request to undergo psychiatric or medical examinations.

For the Italian Companies of the Moncler Group, Whistleblowers and Other Protected Persons who believe they are being subjected to retaliation may, in accordance with the procedures set out in the same Paragraph 11.1, notify ANAC for the sanctioning measures within its competence.

## **9. DISCIPLINARY SYSTEM**

It is recalled that any failure to comply with the provisions of this Procedure may result in the imposition of disciplinary sanctions, in the cases provided for by law.

In this regard, it is clarified that each company of the Moncler Group may impose disciplinary sanctions, as provided for by the applicable legislation, on those who:

- retaliate against the Whistleblower, obstruct or attempt to obstruct Whistleblowings, breach confidentiality obligations as described above;
- have not carried out the verification and analysis of the Whistleblowings received.

## **10. PROCESSING OF PERSONAL DATA**

It should be noted that the personal data of the Whistleblowing, the Whistleblower and the Reported Person (the latter being regarded as "data subjects" within the meaning of Article 4 GDPR) are processed in accordance with the applicable data protection legislation (GDPR for the European Companies of the Group). The data controller is each Company of the Moncler Group. In particular, for European Companies:

- processing activities related to the management of the Whistleblowing are carried out in compliance with the principles laid down in Articles 5 (Principles applicable to the processing of personal data), 25 (Data protection by design and protection by default) and 35 (Data protection impact assessment) of the GDPR;
- before sending the Whistleblowing, the Whistleblower receives the privacy policy under the GDPR, which provides information on the purposes and methods of the processing of its personal data, the duration of storage, the categories of recipients to whom the data may be disclosed in the context of the management of the Whistleblowing, and the rights granted to the Whistleblower under the GDPR. The privacy policy in accordance with the GDPR is also made available to the Reported Person. In any case, in the phase of acquisition of the Whistleblowing and of any subsequent investigation, ad hoc privacy policies should not be provided to the various data subjects other than the Whistleblower. Access to the personal data of the Whistleblowings is only granted to the Manager of the Whistleblowing already authorised/appointed data processor under the GDPR as described in the previous paragraph 7, limiting the disclosure of confidential information and personal data to third parties only when necessary.

## **11. EXTERNAL WHISTLEBLOWING CHANNELS, PUBLIC DISCLOSURE AND COMPLAINT TO THE JUDICIAL AUTHORITY**

### **11.1. ITALY - ANAC's external whistleblowing channels**

For the Italian Companies of the Moncler Group, in cases where the Whistleblowing relates to Breaches of the European Union rules referred to in points ii), iii), iv), and v) of the preceding Paragraph 5.2 "Subject

matter of the Whistleblowing - the Breaches" and one of the following conditions is met:

- where no internal whistleblowing channel has been established by an entity obliged to establish one, or where the same whistleblowing channel, even if provided for, is not active;
- when the internal channel adopted does not comply with the provisions of Article 4 of the Decree;
- when the Whistleblowing carried out by internal channel has not been followed up;
- when the Whistleblower has well-grounded reasons - based on the particular circumstances of the case, precise and concordant - to believe that, if he/she were to make a Whistleblowing through internal channels, it would not be effectively followed up or that the same Whistleblowing might give rise to the risk of retaliation;
- when the Whistleblower has reasonable grounds - based on the particular circumstances of the case, precise and concordant - to believe that the Breach may constitute an imminent or obvious danger to the public interest,

the Whistleblower may make a so-called external Whistleblowing, through one of the channels made available by ANAC, which guarantee, also through the use of encryption tools, the confidentiality of the identity of the Whistleblower, of the Reported Person, as well as of the content of the Whistleblowing and of the relevant documentation.

So-called external Whistleblowings may be made through the tools adopted by ANAC (<https://www.anticorruzione.it/-/whistleblowing>) in written form through the IT platform or in oral form through telephone lines or voice messaging systems or, at the request of the Whistleblower, through a direct meeting set within a reasonable time.

An external Whistleblowing submitted to a person other than the ANAC is transmitted to the latter, within 7 (seven) days from the date of its receipt, with simultaneous notification of the transmission to the Whistleblower.

#### **11.2.ITALY - Complaint to the Judicial Authority**

For the Italian Companies of the Moncler Group, protected persons may also turn to the judicial authorities, to file a complaint of unlawful conduct of which they have become aware in a Work context.

#### **11.3. ITALY AND EUROPEAN COMPANIES - Public disclosure**

For the European Companies of the Moncler Group, in cases where the Whistleblowing relates to Breaches of the European Union rules referred to in points ii), iii), iv), and v) of the preceding Paragraph 5.2 "Subject matter of the Whistleblowing - the Breaches" and one of the following conditions is met:

- the Whistleblower has previously made a Whistleblowing through the Internal and External Channels, or has made an External Whistleblowing directly, and in all these cases no acknowledgement has been given within the deadline;
- the Whistleblower has well-grounded and reasonable grounds - on the basis of the particular circumstances of the case, which are serious, precise and concordant - to believe that the breach may constitute an imminent or obvious danger to the public interest (e.g. an emergency situation or the risk of irreversible damage, including to the physical safety of one or more persons, which require that the breach be promptly disclosed and have a wide resonance to prevent its effects);
- the Whistleblower has well-grounded and reasonable grounds - on the basis of the particular circumstances of the case, which are serious, precise and concordant - to believe that the external whistleblowing may entail a risk of retaliation or may not be effectively followed up due to the specific

circumstances of the case, such as those where evidence may be concealed or destroyed or where there is a well-grounded fear that the recipient of the whistleblowing may be colluding with the infringer or involved in the breach,  
the Whistleblower may make a public disclosure, through the press or electronic media or means of dissemination capable of reaching a large number of people.

## **12. INTERNAL COMMUNICATION OF THE PROCEDURE**

This Procedure is displayed and made easily visible at corporate offices and published on the MINE platform at <https://mine.moncler.com/> (Profile > Repository > Policies & Procedures).