



Agri-Feedstock Code of Conduct

Creating sustainable value
in Eni's Agri-Feedstock supply chain





Introduction

Eni¹ is committed to respect internationally recognized human rights enshrined in the United Nations Guiding Principles on Business and Human Rights (UNGP), the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the International Labour standards – including the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy – and Voluntary Principles on Security & Human Rights.

To this end, Eni is committed to build an ecosystem of companies (current and future suppliers) which aims to have a leading role together with Eni in a fair and sustainable energy transition and is determined to contribute positively to the achievement of the UN Sustainable Development Goals (SDGs).

Consistently, Eni intends to involve its Agri-Feedstock supply chain in this path and develop relationships with associated suppliers of proven professionalism, capable of operating according to the highest quality standards and who share its own corporate values and principles. The selection of reliable suppliers is also an essential activity for the value creation for Eni's stakeholders in order to guarantee innovation, continuous improvement and to protect Eni's integrity and reputation on the market.

In line with its [Code of Ethics](#) and the [ECG Policy "Respect for Human Rights in Eni"](#), Eni has adopted this Code of Conduct for the Agri-Feedstock supply chain (hereinafter "Agri-Feedstock Code of Conduct") describing the requirements that all its involved suppliers are asked to conform with (hereinafter "Requirements"). Eni intends to develop and strengthen its relationship with those Suppliers who, sharing the principles expressed in Eni Code of Ethics and in this Agri-Feedstock Code of Conduct, promote their adoption along the entire supply chain. To this end, each supplier acknowledges that, in potential agreement(s) with Eni, the latter:

- ✓ may require a commitment (i) to guarantee compliance with the principles and rules of conduct contained in this Agri-Feedstock Code of Conduct also by any subcontractor involved/to be involved in the execution of the activities covered by such agreement(s), as well as (ii) to require such subcontractors to sign the declaration of acceptance of the Agri-Feedstock Code of Conduct contained in Appendix 1 to this document;
- ✓ may include its right to conduct, either directly or through third parties, inspections and audits related to the Requirements set forth in this Agri-Feedstock Code of Conduct. These inspections and audits will be carried out in accordance with applicable national and international laws and instruments and best practices.

This Agri-Feedstock Code of Conduct is based on two pillars that are strategically important for Eni: (i) Respect of Human and labour rights; (ii) Environmental protection.

¹ Eni SpA and its, direct or indirect, subsidiaries.



The Requirements do not replace but are complementary to the provisions contained in any current and/or future contractual commitment between the supplier(s) and Eni.

Pillar 1 - Human and Labour Rights

In line with Eni's regulatory framework in the field of Human Rights, the supplier shall respect the following Requirements:

- **Freedom of association and collective bargaining.** In line with applicable laws, workers shall be recognized (i) the right to form and join a trade union of their choice for the protection of their employment interests and (ii) the right to collective bargaining, without interference, authorizations, or threats of retaliation.
- **Prohibition of forced or compulsory labour and others form of labour exploitation.** Forced, compulsory labor and all other forms of labor exploitation are prohibited throughout the value chain. The following rights must be guaranteed to all workers (own workforce and workers along the value chain):
 - ✓ **Freedom of movement and no retention of identity document.** Freedom of workers to move within a Country or to leave a Country shall be respected. Workers' identity documents and/or others valuable possession shall not be confiscated, destroyed or retained;
 - ✓ **Freedom of termination of employment.** Workers shall be free to terminate their employment and, in the case of migrant workers, to return to their Country;
 - ✓ **Fair recruitment process.** No recruitment fees or related costs shall be charged to, or otherwise borne by, workers or jobseekers;
 - ✓ **Decent living conditions.** The free choice of workers where to live shall be ensured. If facilities are provided healthy living conditions that do meet minimum living standards shall be guaranteed (e.g., electricity, running water, toilet facilities).
- **Child labour.** The minimum age of admission to employment may not be lower than the age of completion of compulsory schooling and, in any case, not less than 15 years. Young people admitted to work must have recognized working conditions appropriate to their age and be protected against economic exploitation and any work likely to harm their safety, health or physical, mental, moral or social development or to interfere with their education. To this end, it shall be ensured (without prejudice to any more stringent legal provisions) that minors between the ages of 15 and 18 are not employed in hazardous jobs² and

² Any activity or occupation that has adverse effects on the child's safety, physical or mental health, or moral development. Hazards can come from excessive workloads, the physical conditions of work, and/or the duration or hours of work even where the activity is known to be "safe". Hazardous work is considered to be one of the worst forms of child labour. ILO Convention on minimum age, 1973 (No. 138), and Convention on worst forms of child labour 1999 (No. 182).



only perform light work under conditions that are not exploitative and that promote the development of the minor.

They shall not engage in night work (from 7 PM to 8 AM) during holidays and on weekends and overtime work shall be avoided.

In any case, supplier shall keep and make available, during any audit carried out by Eni, registers or other documents indicating the names and ages or dates of birth, certified wherever possible, of workers employed, including minors.

- **Non-discrimination and equal opportunity.** Discrimination based on race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation, is not tolerated.
- **Safety and health working environment.** The highest standards of safety and health shall be maintained in the workplace. This refers to the training and competence of workers for certain tasks, the prevention and handling of accidents and the protection of workers. Workers shall be ensured to be in physical condition to cover the assigned task. Employees shall enjoy a safe, healthy, and hygienic working environment. Access to clean toilet facilities, potable water, and sanitary facilities for food storage, shall be provided. Accommodation and food shall be clean, safe, and meet the needs of the employees. Dormitories and all facilities shall be arranged in a non-discriminatory, fair, and reasonable manner in accordance with ISCC and ILO standards.
- **Terms and conditions of work.** The terms and conditions of employment of the own workforce and workers along the value chain shall be specified in an appropriate, verifiable and easily understandable manner and through written contracts, in a language that workforce understands. In accordance with applicable laws and regulations, employment contracts and applicable collective agreements shall be clear and transparent and shall include, as a minimum, the main elements of the contract with the aim to inform the workers of the location, requirements and tasks of the job for which they are being recruited³. In particular:
 - ✓ **Remuneration.** An adequate remuneration for workers – which includes ordinary, basic or minimum wage or salary, any additional emoluments and social security measures, based on the national legislation and collective agreements in force from time to time– shall be ensured. Overtime work shall be paid as a surplus allowing workers to refuse, with assurance of no retaliation. The related documentations (e.g., payment slips) shall be provided in an understandable manner. Proof of payments made shall be kept.
 - ✓ **Working time and rest.** Working time, night work and rest periods for workers shall be in accordance with national laws and regulations and collective agreements as in force from time to time. Daily and weekly working hours shall

³ Contracts as a minimum contain the following elements: employer, responsibilities and duties, normal working hours and regulation for overtime, remuneration, reference to any possible wage deductions provided by law, frequency of remuneration payment, applicable benefits and allowances, mention of any applicable policy or regulation addressing the terms of employment, examples of disciplinary actions (e.g. informal/formal warning; loss of up to one week's salary; suspension of employment without payment of salary, for a minimum period of one month up to a maximum of six months; termination of employment).



be arranged to provide adequate periods of rest, as prescribed by national laws, regulations and applicable collective agreement.

- ✓ **Legal requirements for employment.** The employees shall be legally authorized to work and possess all necessary employment requirements in accordance with applicable laws (e.g., visas, work permits and any other similar legal documentary requirements).
- **Violence and harassment in the workplace.** In the workplace, any form of unacceptable behavior and practice, or threats thereof, whether a single occurrence or repeated, that aim at, result in, or are likely to result in physical, psychological, sexual or economic harm, including gender – based violence and harassment are not tolerated.
- **Land rights:** it shall be ensured that:
 - ✓ the acquisition, leasing or disposal of land have been obtained without any eviction or violence, and through a participatory process of consultation and/or free, prior, informed consent by land users;
 - ✓ the legitimate land tenure rights of individuals, communities and indigenous populations, including customary and informal rights, are respected;
 - ✓ land acquisition, land-use planning, change and land development are managed in a way that complies with national laws and respects Human Rights, including customary rights to land and resources, whichever offers the greatest protection.

Pillar 2 – Environmental protection

With the purpose of protecting environment and promoting environmental sustainability, suppliers when involved in Eni Agri-Feedstock supply chain shall respect the following Requirements:

- take appropriate measures to ensure their actions do not have any negative impact on forests, lands and other protected territories and business is conducted in a manner which protects, preserves and regenerates nature (including biodiversity) and ensures no deforestation or conversion takes place;
- take the responsibility that the products a) do not contribute to deforestation or forest degradation and are not associated with land that has been deforested or converted; (b) have been produced in accordance with the relevant legislation of the Country of production (which includes not only compliance with environmental regulations, but also those related to land-use rights, forest management, labour, tax and /or human rights);
- commit to acting sustainably, minimizing environmental impacts and optimizing the use of energy and natural resources;



- contribute to the achievement of company targets regarding the efficiency of plants and reduction of direct emissions, the promotion of a low-carbon impact energy mix and a steady effort in research and development;
- manage and monitor the environmental aspects relevant to their activities, drawing inspiration from broadly internationally recognized environmental management standards and models;
- integrate the best practices of sustainable environmental into their supply chain management (optimization of energy use, of raw materials' use, of land management, of emissions to air, of consumption and of the impact on water resources and of reduction, reuse and recycling of waste), supporting Eni in the challenging process towards "carbon neutrality" and the circular economy and helping to build a more sustainable development in the interest of the planet;
- apply principles of circularity to protect the environment, implementing a circular model which minimizes the use of natural resources, reduces and valorises waste through recovery or recycling actions, consequently extending the useful life of products and assets through reuse or reconversion actions.



Appendix 1 – Declaration of acceptance of the Agri-Feedstock Code of Conduct

The undersigned Company _____

hereby declares that:

1. it has taken full note of the contents of the Agri-Feedstock Code of Conduct available at www.eni.com and to share them;
2. it agrees to comply with – and to ensure that its directors, employees and any third parties, including subcontractors comply with – the Agri-Feedstock Code of Conduct;
3. it undertakes to obtain, when contractually requested by Eni⁴, from its subcontractors or other third parties, eventually engaged in the performance of activities with Eni⁵, the signing of a similar declaration of acceptance of the Agri-Feedstock Code of Conduct (also through the use of this form⁶) and to ensure its conservation, also for the purposes of any verifications/requests by Eni;
4. it undertakes to promptly inform Eni of any change that has occurred with reference to the above declarations and/or with reference to any event that may have an impact on the observance of the commitments undertaken through this declaration.

Place, date (dd/mm/yyyy)

Signature⁷

⁴ Eni SpA and its, direct or indirect, subsidiaries.

⁵ The release of this declaration is not intended to create legitimate expectations regarding the conclusion of agreements with Eni.

⁶ If Eni's counterparty intends to make use of this form, point No. 3 thereof must be deleted.

⁷ This declaration shall be signed digitally by the legal representative. Alternatively, it may be signed with handwritten signature by the legal representative, including copy of the valid identity document.