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OFFICINE RIVA S.p.A.
 Our Value, Your Success. Since 1945

LIST OF REVISIONS / APPROVALS

Revision	dated	Updates compared to the previous version	Drafted	Approved
0	17.01.18	First issue	L. Platini	E. Riva
01	27/09/2022	Layout update	L. Platini	F. Landi
02	01/02/2024	WhistleBlowing Policy update	L. Platini	F. Landi

Corruption indicates, in a generic sense, the conduct of a person who, in exchange for money or other benefits and/or advantages that are not due to them, acts against their own duties and obligations. [Wikipedia]

OFFICINE RIVA S.P.A. is committed to creating value for all its stakeholders. Our Anti-Corruption approach also includes the collaborative relationship with all STAKEHOLDERS

OFFICINE RIVA S.P.A. will make available to its stakeholders, via website and/or direct distribution, a copy of this Procedure in Italian. It must be translated into the local language, and disclosed to all stakeholders, who must be aware of this procedure.

ANTI-CORRUPTION CODE

I. OBJECTIVE

One of the key factors of the Organisation’s reputation is the ability to carry out its business with loyalty, fairness, transparency, honesty and integrity, in compliance with laws, regulations, similar mandatory requirements, international standards and guidelines, both national and foreign, that apply to the Organisation’s business.

This Anti-Corruption Procedure is adopted with the aim of providing a systematic reference framework of the Anti-Corruption rules and procedures, which the Organisation has designed and implemented over time.

In general, the Anti-Corruption Laws classify as illegal, for the Organisation’s Personnel, for the Business Partners and for anyone who carries out activities in favour or on behalf of the Organisation, the promise, offer, payment or acceptance, directly or indirectly, of money or other benefits for the purpose of obtaining or maintaining a business or securing an unfair advantage in relation to business activities.

II. SCOPE

This procedure applies to the Organisation and its subsidiary Companies as part of the management and coordination activity exercised by the Organisation itself. Furthermore, the Organisation will use its influence as far as is reasonable under the circumstances, so that its Business Partners meet the standards indicated in this Anti-Corruption Procedure, adopting and maintaining an adequate internal control system in compliance with the requirements established by the Anti-Corruption Laws.

III. REFERENCES

Interior:

- Code of Ethics of the Organisation;

- Code of Conduct
- Antitrust Code
- any regulatory instrument that updates and/or integrates the aforementioned references;
- the regulatory documents in force which regulate matters related to the subject of this regulation and which apply to the extent not in conflict with the latter and in line with the company organisational structure in force;
- with reference to the Subsidiaries in the area, the transposition/integration documents possibly issued and connected to the regulations issued by the Organisation.

External:

- Italian Criminal Code;
- Legislative Decree no. 231 of 2001;
- other public and commercial anti-corruption laws in force around the world and international anti-corruption treaties, such as the Organisation for Economic Co-operation and Development Convention on fighting bribery of foreign public officials in international business transactions and the United Nations Convention against corruption.

IV. DEFINITIONS

For the purposes of this regulation the following definitions apply:

Business Partners: any third party, non-employee, who receives or supplies products and/or services from/to the Organisation or who acts on behalf of the Organisation or who is likely to have a Relevant Contact in carrying out their role on behalf of the Organisation (e.g. Joint Ventures, Intermediaries, Consultants, Agents, Franchisees, etc.)

Consultant: an independent individual or company who works on behalf of the Organisation with the aim of providing specialist advice or services of an intellectual nature, used by the Organisation to support management decisions.

Relevant Contact: any direct or indirect contact relating to:

- any relationship with a body or official belonging to the legislative, executive, administrative, judicial or other public functions or any political party or international public organisation;
- any government investigation, inspection, control, evaluation, licence, permit, registration or similar administrative, regulatory or enforcement action;
- any potential or actual contract with an administration or other operations or activities, involving an administrative body or a company owned or controlled by an administration, a political party or an international

public organisation;

- expenses for attention, training, reimbursement of expenses or gifts in favour of a public official or a private individual;
- any other negotiation, agreement or meeting with an administrative body or an international public organisation or a Public Official, except meetings which do not involve the endorsement of any position, if such meetings are with a Public Official acting in his ministerial role, administrative or legal, and for the sole purpose of requesting an interpretation or opinion regarding the application of rules, the explanation of procedures, to present documents to the administration or legal aspects of a private operation and similar activities;
- any contact with private individuals who hold top positions or with individuals subject to the management or supervision of one of the top individuals within a company or consortium which may involve the giving, receiving or promise of money or other benefits, for themselves or for others, in order to carry out or omit acts in violation of the obligations inherent to the office of the aforementioned subjects, with harm to the company to which they belong.

Subsidiary: any entity directly or indirectly controlled (based on International Accounting Principles - IAS 27 "Consolidated and Separate Financial Statements" as amended) by the Organisation or by a subsidiary, as the case may be, in Italy and abroad.

Due Diligence: in the anti-corruption field, it is the detailed preliminary verification of the relevant aspects regarding the compliance of the Partner's characteristics with the anti-corruption requirements defined by the Organisation, with reference to the current procedure.

Facilitation Payment: unofficial payments made in favour of a Public Official for the purpose of speeding up, encouraging or ensuring the performance of a routine activity or other activity foreseen as part of their duties by Public Officials

Family member: the spouse of the Public Official; grandparents, parents, brothers and sisters, children, grandchildren, uncles and first cousins of the Public Official and their spouse; the spouse of each such person; and any other person who shares the home with them; the private individual's spouse; grandparents, parents, brothers and sisters, children, grandchildren, uncles and first cousins of the individual and their spouse; the spouse of each such person; and any other person who shares a home with them.

Supplier: the economic operator (natural person, legal person or grouping) potentially capable of satisfying a specific supply requirement for goods, works and services, in compliance with the definitions referred to (in the Procurement regulations) in the instruments reference regulations within the Organisation.

Contract Manager: responsible for the correct performance of the contract and the related technical-operational and economic control of the works, services and supplies. Furthermore, they represent the reference,

within the Organisation and towards third parties, of the contracts entered into, for which they are responsible.

Intermediary: a natural person or independent company, which the Organisation intends to keep at its service in order to: (I) promote the commercial interests of the Organisation in relation to a single operation/project; (II) facilitate the entering into and/or performance of contracts with third parties; and/or (III) contact/introduce the Organisation to one or more other parties for the purpose of procuring/producing or engaging in business.

Anti-Corruption Laws: the Italian Criminal Code, Law 6 November 2012 no. 190, Legislative Decree no. 231 of 2001 and other applicable provisions, the FCPA, the UK Bribery Act, other public and commercial anti-corruption laws in force around the world and international anti-corruption treaties, such as the Convention of the Organisation for Economic Co-operation and Development on fighting corruption of foreign public officials in international business transactions and the United Nations Convention against Corruption.

Personnel at Risk: every Unit or project manager of the Organisation who:

- a) is likely to have Relevant Contact with a Public Official and/or a private body, in relation to their work activity;
- b) supervises employees or Business Partners who are likely to have such Relevant Contact;
- c) may enter into a contract with third parties on behalf of the Organisation or has significant influence on the decision-making process in relation to the awarding of such contracts;
- d) is involved in matters relating to internal controls or other activities regulated by Anti-Corruption Laws;
- e) every employee of the Organisation identified as at risk by a Unit or project manager belonging to one of the above categories.

The organisation: administrators, managers, members of the corporate bodies, management, employees and collaborators of the stakeholders.

Public Officer:

- a) anyone who exercises a public legislative, judicial or administrative function;
- b) anyone acting in an official capacity in the interest or on behalf of (I) a national, regional or local public administration, (II) an agency, office or body of the European Union or of an Italian or foreign public administration, national, regional or local, (III) an enterprise owned, controlled or participated by an Italian or foreign public administration, (IV) an international public organisation, such as the European Bank for Reconstruction and Development, the International Bank for Reconstruction and Development, the International Monetary Fund, the World Bank, the United Nations or the World Trade Organisation, or (V) a political party, a member of a political party or a candidate for political office, Italian or foreigner;
- c) any person in charge of a public service, i.e. those who, in any capacity, provide a public service, where

public service means an activity that is regulated in the same forms as the public function, but characterised by the lack of the powers typical of the latter. The performance of simple orderly tasks and the provision of merely material work are excluded.

Red Flags: risk reference indices for the purposes of Anti-Corruption Regulatory Instruments.

Anti-Corruption Regulatory Instruments of the Organisation: the procedures and operating instructions (so-called Regulatory Instruments) or contractual instruments, which within the scope of the relevant processes, are also aimed at preventing risks relating to corruption, in relation to crimes relating to corruption, including this procedure and those concerning the following topics:

1. management of relations with the Public Administration;
2. reports, even anonymous;
3. donations and costs of attention to third parties;
4. Joint Venture contracts;
5. brokerage contracts;
6. standard contractual clauses in reference to the administrative liability of the company for administrative offences resulting from crime;
7. anti-corruption provisions contained in the internal regulations governing the acquisitions, sales and rentals of real estate;
8. management of purchase, sale and rental operations of companies and/or company branches;
9. appointment of external lawyers;
10. acquisition of consultancy, services and professional services from third parties;
11. sponsorship contracts;
12. anti-corruption provisions contained in the internal regulations governing the selection of personnel;
13. travel and off-site services;
14. anti-corruption provisions contained in internal accounting regulations;
15. anti-corruption provisions contained in the internal regulations governing the selection of Business Partners;
16. illicit conduct carried out by suppliers;
17. illicit conduct carried out by employees;
18. any other procedure, operational instruction or contractual instrument that incorporates provisions aimed at preventing risks relating to corruption contained in this Anti-Corruption Procedure

Joint Venture: contracts aimed at establishing joint ventures, consortia, temporary business associations (ATI), associations, collaboration agreements or other bodies with or without legal personality, in which the Organisation holds an interest.

V. REFERENCE PRINCIPLES

5.1. Premise

5.1.1. Anti-Corruption Laws

Almost all countries have laws that prohibit bribery of their own public officials, and many others have laws that consider bribery of public officials of other countries a

crime. Many countries also have laws that prohibit, as in Italy, corruption between private individuals.

Since OFFICINE RIVA S.P.A. has its registered office in Italy, the Organisation and its Personnel are subject to Italian law and, in particular, Legislative Decree no. 231 of 2001. Furthermore, the Organisation and its Personnel may be subject to the laws of other countries, including those ratifying International Conventions, which prohibit corruption of Public Officials and corruption between private individuals, such as:

- the Convention of the Organisation for Economic Co-operation and Development on the fight against corruption of foreign public officials in international economic transactions;
- the United Nations Convention against Corruption;
- the Foreign Corrupt Practices Act (FCPA) issued in the United States;
- the UK Bribery Act issued in the United Kingdom; and their subsequent amendments and additions.

Anti-Corruption Laws:

- prohibit payments made both directly and indirectly - including those payments made to anyone with the knowledge that payment will be shared with a Public Official or a private individual - as well as offers or promises of a payment or other benefit for corrupt purposes to Public Official or private. Under Anti-Corruption Laws, the Organisation and/or the Organisation's Personnel may be held liable for offers or payments made by anyone acting on behalf of the company in relation to business activities, if the Organisation and/or the Organisation's Personnel know or reasonably should have known that such offer or payment is made improperly;
- require companies to equip themselves and keep books, registers and accounting records which, with reasonable detail, accurately and correctly reflect the operations, expenses (even if not "significant" from an accounting point of view), acquisitions and sales of assets;
- even inaccuracies in payment reporting activities without corrupt purposes constitute violations. False registrations may result in tax and other legal liabilities.

5.1.2. Consequences of failure to comply with Anti-Corruption Laws

Individuals and bodies who violate the Anti-Corruption Laws may face significant financial penalties, and individuals may be sentenced to prison or otherwise subject to sanctions. Other consequences provided for by law may also arise from such violations, such as the ban from contracting with public bodies, the confiscation of the profits from the crime or requests for compensation for damages. Even more importantly, the company's reputation could be seriously damaged.

Please also note that, in order to maximise the effectiveness of sanctions, companies are usually prevented from holding their personnel harmless from liabilities under the Anti-Corruption Laws.

5.1.3 Legal Support

The content of applicable laws and Anti-Corruption Laws may change at any time, therefore it is important to evaluate the need to obtain updated legal advice before making any commitments on behalf of the Organisation.

To this end, the questions relating to:

- the content of the Anti-Corruption Laws, the Code of Ethics or any matter dealt with in this Anti-Corruption Procedure or its application to specific situations, and/or;
- the provisions on internal controls contained in the Anti-Corruption Laws or any other matter dealt with in this Anti-Corruption Procedure, or their application to specific situations, must be addressed to the General Management - Owner of the Organisation.

5.2 Policy Statement

In line with its Code of Ethics, the Organisation prohibits corruption without exception, towards any public or private entity. In detail, the Organisation prohibits:

- offer, promise, give, pay, authorise someone to give or pay, directly or indirectly, an economic advantage or other benefit to a Public Official or a private individual (Active Corruption);
- accept the request from, or solicitations from, or authorise someone to accept or solicit, directly or indirectly, an economic advantage or other benefit from anyone (Passive Corruption); when the intention is:
- induce a Public Official or a private individual to improperly exercise any function of a public nature, or carry out any activity associated with a business or reward them for carrying it out;
- influence an official act (or omission) by a Public Official or any decision in violation of an official duty;
- influence or compensate a public official or a private individual for an act of their office;
- obtain, secure or maintain a business or an unfair advantage in relation to business activities; or
- in any case, breach applicable laws.

Prohibited conduct includes the offer to, or the receipt by, of the Organisation's Personnel (direct corruption) or by anyone acting on behalf of the Group itself (indirect corruption) of an economic advantage or other benefit in relation to the business activities.

This prohibition is not limited to cash payments only, and includes, for corrupt purposes:

- gifts;
- expenses for care of third parties, meals and transport;
- contributions in kind, such as sponsorships;
- sales activities, jobs or investment opportunities;
- confidential information that may be used to trade in regulated securities and products;
- personal discounts or credits;
- Facilitation Payment;
- assistance or support for family members;
- other advantages or other utilities.

the Organisation prohibits all forms of corruption, including but not limited to those described above, in favour of anyone.

Furthermore, the person who maintains relationships or carries out negotiations with external public or private counterparts cannot, neither alone nor freely:

- (I) enter into contracts with the aforementioned counterparties;
- (II) access financial resources;
- (III) enter into consultancy, professional services and intermediation contracts;
- (IV) grant benefits (gifts, benefits, etc.);
- (V) hire personnel.

A person subject to this Anti-Corruption Procedure will be deemed "aware" that the payment or other benefit will benefit a Public Office of a private individual or their family members or persons indicated by them, if they have acted knowingly ignoring the warning signals or grounds for suspicion ("Red Flags") or they have acted with gross negligence, for example by failing to conduct an adequate level of due diligence in the circumstances.

Compliance with the Anti-Corruption Laws and this Anti-Corruption Procedure is mandatory for all Organisational Personnel and Business Partners.

Consequently:

- 1) all relationships of the Organisation with, or referring to, or involving a Public Official must be conducted in compliance with this Anti-Corruption Procedure and the related Anti-Corruption Regulatory Instruments;
- 2) all the Organisation's relationships with, or referring to, private individuals must be conducted in compliance with this Anti-Corruption Procedure and the related Anti-Corruption Regulatory Instruments;
- 3) the Organisation's Personnel is responsible for their own compliance with this Anti-Corruption Procedure and the Anti-Corruption Regulatory Instruments. In particular, Unit or project managers are responsible, among other things, for ensuring compliance with the same by their collaborators and for implementing measures to prevent, discover and report potential violations;
- 4) no questionable or illegal practice (including Facilitation Payments) can in any case be justified or tolerated on the grounds that it is "customary" in the industrial sector or in the countries in which the Organisation operates. No performance must be imposed or accepted if it can only be achieved by compromising the ethical standards defined by the Organisation;
- 5) the financial resources obtained as part of the business activity are managed in compliance with the specific company regulations and in any case in ways that avoid the possibility of creating undue or unforeseen economic availability;
- 6) Organisational personnel who violate this Anti-Corruption Procedure and/or the Anti-Corruption Laws may be subject to disciplinary measures, and to any other legal action deemed necessary to protect the interests of the Company they belong to. Business Partners who violate this Anti-Corruption Procedure and/or the Anti-Corruption Laws will be subject to contractual remedies,

including suspension of performance until the contract is terminated, a ban from doing business with the Organisation and claims for damages;

7) the Organisation's personnel will not be fired, demoted, suspended, threatened, harassed or discriminated in any way in their employment treatment, for having refused to make a payment or give prohibited gifts or other benefits, even if such refusal has given rise to the loss of a business deal or other detrimental consequence for the business.

5.3 Facilitation Payments

Facilitation Payments are expressly prohibited.

It is not acceptable for any Personnel of the Organisation, or any Subsidiary or any Business Partner, to use these payment types under any circumstances.

5.4 Gifts, expenses and hospitality – given and received

Gifts, payments or other benefits may be given or received if they fall within the context of acts of commercial courtesy and are of modest value and such as not to compromise the integrity and/or reputation of one of the parties and such that they cannot be interpreted by an impartial observer as intended to create an obligation of gratitude or to acquire advantages improperly.

Gifts, financial benefits or other benefits offered or received under any circumstance must be reasonable and in good faith. In any case, all gifts, economic advantages or other benefits offered or received must comply with the internal rules defined by the Organisation, and must be registered and supported by appropriate documentation.

Any gift, financial advantage or other benefit must have all of the following characteristics. They must:

- a) not consist of a cash payment;
- b) be carried out in relation to bona fide and legitimate business purposes;
- c) not be motivated by the desire to exercise illicit influence or by the expectation of reciprocity;
- d) be reasonable under the circumstances;
- e) be in good taste and conform to generally accepted standards of professional courtesy;
- f) comply with local laws and regulations applicable to public officials or private individuals.

5.4.1 Gifts, economic advantages or other benefits offered to, or received by, Personnel of the Organisation. As mentioned in the previous paragraph, any gift, economic advantage or other benefit offered to, or received by, the Organisation's Personnel must, from an objective point of view, be reasonable and in good faith.

Anyone who receives offers of gifts or hospitality or economic advantages or other benefits that cannot be considered as acts of commercial courtesy of modest value, must refuse them and immediately inform: (I) the direct superior or contact person of the Business Partner and/or (II) the General Manager - Owner of the Organisation.

In the specific case in which the value of the gift received exceeds the established limits, a specific report must be

sent to the General Management - Owner of the Organisation for the appropriate checks.

5.4.2 Gifts, economic advantages or other benefits given to third parties

As established above in paragraph 5.4, any gift, economic advantage or other benefit given by Organisation's Personnel to a Public Official or private individual must, from an objective point of view, be reasonable and in good faith.

A gift, economic advantage or other benefit is reasonable and in good faith when it is directly related to:

- (I) the promotion, demonstration or illustration of products or services;
- (II) participation in training seminars or workshops;
- (III) the development and maintenance of cordial business relationships.

Gifts, economic advantages or other reasonable benefits in good faith must be approved in line with the provisions of the Organisation's Anti-Corruption Regulatory Instruments which regulate gifts, other benefits and expenses for courtesies to third parties. These expenses must be recorded accurately and transparently among the company's financial information and with sufficient detail and must be supported by reference documentation to identify the name and title of each beneficiary as well as the purpose of the payment or other benefit.

Any gift, hospitality or other benefit for a Family Member or a person indicated by a Business Partner or a Public Official or a private individual, which was offered at the request of a Business Partner or Public Official or in relation to the beneficiary's relationship with a Business Partner or Public Official, must be treated as a benefit provided to that Business Partner or Public Official and is therefore subject to the limitations set out in this Anti-Corruption Procedure and the relevant Anti-Corruption regulatory instruments.

5.5 Political contributions

Political contributions may constitute a crime of corruption and therefore present the risk of generating consequent liability. The risks are that political contributions may be used by a company as an improper means of bribery to maintain or obtain a business advantage such as winning a contract, obtaining a permit or licence, or having legislation shaped in a way favourable to the business.

Due to these risks, the Organisation does not allow any direct or indirect contribution in any form to political parties, movements, committees, political and trade union organisations, nor to their representatives and candidates, with the exception of those specifically considered mandatory by applicable laws and regulations. In case of doubt about the mandatory nature of the contribution, the General Management - Owner of the Organisation must be consulted.

Where compulsory in nature, the provision of such contributions must in any case comply with the following minimum standards:

- a) all contributions must be subject to authorisation by the General Management of the Organisation;
- b) contributions must only be made to well-known, reliable beneficiaries with an excellent reputation for honesty;
- c) the beneficiary must demonstrate that it is an officially recognised body in compliance with applicable laws;
- d) adequate due diligence must be carried out on the beneficiary body, to be subjected to assessment by the General Management of the Organisation;
- e) a legal opinion on the legitimacy and mandatory nature of the contribution according to the applicable laws must be forwarded to the Director General of the Organisation;
- f) in line with the relevant legislative and internal provisions of the Organisation, payments to the beneficiary body must be made exclusively to the account held in the name of the body itself; it is not allowed to make payments on encrypted accounts or in cash, or to a person other than the beneficiary institution or in a country other than that of the beneficiary institution;
- g) contributions must be recorded in the company's logs and records in a correct and transparent manner;
- h) the beneficiary body must undertake to record the contributions received in an appropriate and transparent manner in its logs and registers;
- i) the original documentation relating to the approval of the contribution and the compliance checks with the provisions of the relevant regulatory instruments must be kept for at least 10 years.

5.6 Charitable Contributions/Donations

Donations to charities, bodies and administrative bodies present the risk that funds or valuable assets are diverted for the personal use or benefit of a Public Official or private individual.

Even if a Public Official or individual does not receive a financial benefit, an otherwise legitimate charitable contribution made in exchange for obtaining or retaining business or to secure an improper advantage may be considered an improper payment under Anti-Corruption Laws.

All charitable contributions must be approved to comply with Anti-Corruption Laws.

Any Anti-Corruption Regulatory Instrument on charitable contributions or donations must comply with the following minimum standards:

- a) all contributions must be made in compliance with the approved budget;
- b) contributions must be made only to bodies that are not recently established, are well known, reliable and have an excellent reputation for honesty and correct commercial practices;
- c) the beneficiary body must demonstrate that it has all the certifications and has satisfied all the requirements to operate in compliance with applicable laws;

- d) a regulatory instrument must be adopted, which regulates the approval process of the contributions and which provides, for the purposes of approval, an adequate description of the nature and purposes of the individual contribution, due diligence of the beneficiary body and the verification of the legitimacy of the contribution according to applicable laws;
- e) in line with the relevant legislative and requirements internal to the Group, payments to the beneficiary body must be made exclusively to the account registered in the name of the beneficiary body; it is not allowed to make payments on encrypted accounts or in cash, or to a person other than the beneficiary institution or in a third country other than the country of the beneficiary institution;
- f) contributions must be recorded truthfully and transparently in the company's logs and records;
- g) the beneficiary body must undertake to record the contributions received correctly and transparently in its books and records;
- h) the original documentation relating to the approval of the contribution and the compliance checks with the provisions of the relevant regulatory instrument must be kept for at least 10 years.

5.7 Sponsorship activities

Sponsorship activities can also raise anti-corruption issues. All sponsorship activities must be approved.

Any regulatory instrument relating to sponsorship activities must comply with the following minimum standards:

- a) all sponsorship activities will be carried out in compliance with the approved budget;
- b) partners in sponsorship contracts must only be well-known and reliable bodies or individuals;
- c) in the case of companies, the partner in a sponsorship contract must demonstrate that they have all the certifications and have satisfied all the requirements required to operate in compliance with applicable laws;
- d) a regulatory instrument must be adopted, which regulates the sponsorship approval process and which provides, for the purposes of approval, an adequate description of the nature and purpose of the individual initiative, due diligence on the potential partner of the sponsorship contract and verification of the legitimacy of the initiative according to applicable laws;
- e) the sponsorship contract must be drawn up in writing and must contain:
 - (I) the counterparty's declaration that the amount paid by the Organisation will be used exclusively as consideration for the counterparty's performance and that these sums will never be transmitted to a Public Official or a private individual for corrupt purposes or transferred, directly or indirectly, to the members of the corporate bodies, administrators or employees of the Organisation;
 - (II) the counterparty's declaration that at the time of signing the agreement and during its execution, neither the counterparty nor, in the case of a company, the

company itself or its owners, directors or employees are or may become Public Officials;

(III) the currency and amount paid under the sponsorship agreement;

(IV) the terms for invoicing (or payment methods) and payment conditions, taking into account that such payments can be made exclusively in favour of the counterparty and in the country of incorporation of the counterparty, exclusively to the registered account of the counterparty, as indicated in the contract, and never on numbered accounts or in cash;

(V) the counterparty's commitment to comply with applicable laws, Anti-Corruption Laws and the anti-corruption provisions set out in the sponsorship contract, and to record the amount received in its books and records in a correct and transparent manner;

(VI) the clause called "Administrative Responsibility" that the Organisation and its Subsidiaries must include in the contracts signed by them;

(VII) the right of the Company of the Organisation to terminate the contract, stop payments and receive compensation for damages in case of breach

of the obligations by the other party, declarations and guarantees as set out above, or in case of violation of the Anti-Corruption Laws or of the anti-corruption commitments set out in the contract; and

(VIII) the right of the Company of the Organisation to carry out checks on the counterparty, in the event that the Company itself has a reasonable suspicion that the counterparty may have violated the provisions set out in the relevant regulatory instrument and/or in the contract;

f) in line with the relevant legislative and requirements internal to the Group, the amount paid in accordance with the sponsorship contract must be recorded in the logs and records of the Company of the Organisation in a correct and transparent manner;

g) the Company of the Organisation must ensure that payments are made exclusively as indicated in the sponsorship contract, after verifying that the service has actually been provided;

h) the relevant original documentation upon approval of the contribution and checks on compliance with the relevant procedure must be kept for at least 10 years.

5.8 Suppliers

Also in order to avoid that, in certain circumstances, the Organisation may be held responsible for corrupt activities committed by suppliers who provide services in favour or on behalf of the Organisation and their sub-contractors, suppliers are obliged to comply with the ethical standards and qualification requirements established by the Organisation.

Suppliers must refrain from engaging in corrupt conduct with reference to any person with whom they may find themselves operating, be it a public official or a private individual. In particular, any conduct or behaviour contrary to the duties of diligence, loyalty and professionalism, aimed at offering or obtaining from a

public official or a private individual a sum of money or other benefit which is illegitimate or, in any case, not due to the services received or provided respectively.

The procurement process and related activities are regulated by Procurement regulations which define the roles and responsibilities of the main actors involved in the procurement process and define the general rules for the main activities of the procurement process, such as supplier management, reporting and control of supplies and documentation management.

Procurement regulations are defined in accordance with the anti-corruption principles referred to in this Anti-Corruption Procedure, with particular reference, among other things, to the selection of suppliers and the process of qualification and updating of the qualification status of suppliers, to the assignment of contracts, the management of post-award contracts, the management of feedback on suppliers, the standard contractual protection clauses, including those committing to compliance with Anti-Corruption Laws and the verification of the ethical requirements of suppliers. Furthermore, when a supplier is a Business Partner, the principles set out in the next paragraph also apply.

5.9 Business Partners

5.9.1 Requirements for contracts with Business Partners
The Organisation requires Business Partners to comply with applicable laws, including Anti-Corruption Laws, in the context of business activities carried out with the Organisation.

In order to avoid that, in certain circumstances, the Organisation may be held responsible for corruption activities committed by Business Partners, they are obliged to respect the Anti-Corruption Laws and the ethical standards established by the Organisation.

In particular, the Organisation's Personnel must comply with the provisions of this Anti-Corruption Procedure and other regulatory instruments in reference to the selection, maintenance of relationships and use of Business Partners as described below.

Business Partners must enter into written contracts before carrying out any activity for or on behalf of the Organisation and must be paid only in compliance with the contractual conditions. All written contracts with Business Partners must include reasonable and adequate compensation and compliance provisions.

The Organisation requires that contracts with Business Partners include provisions that require Business Partners, among other things, to:

a) comply with the Anti-Corruption Laws and this Anti-Corruption Procedure and, for high-risk Business Partners (such as Intermediaries and Joint Ventures), to implement and maintain for the entire duration of the contract its own regulatory instruments to ensure compliance with the Anti-Corruption Laws and this Anti-Corruption Procedure;

b) in the case of subcontracting or subcontracting:
- obtain the prior authorisation of the Organisation for any subcontract or subcontract (such as

sub-agents, sub-representatives, sub-consultants or similar figures) in compliance with internal rules;

- ensure that each subcontractor or sub-contractor, who performs the services in reference to the contract, performs them exclusively on the basis of a written contract, which imposes on the subcontractor or sub-contractor conditions equivalent to those imposed on the Business Partners;

c) promptly report to the Organisation any request or question relating to any undue payment or money or other benefit received from the Business Partner in relation to the performance of the contract;

d) in the event that the Organisation has a reasonable suspicion that the Business Partner may have violated the provisions of the contract relating to compliance, allow the Organisation to carry out audits on the Business Partner;

e) the right of the Organisation to terminate the contract, to suspend the performance of the contract and to receive compensation for damages in the event of violation of the obligations, declarations and guarantees set out above and/or violation of the Anti-Corruption Laws.

In the event that the Business Partner is:

- a partner of a Joint Venture, the provisions of paragraph 5.9.2 apply;

- an Intermediary, the provisions of paragraph 5.9.3 apply;

- a Consultant, the provisions of paragraph 5.9.4 apply.

In relation to the other Business Partners, upon written and detailed request of the business unit concerned, the General Management of the Organisation will assess and, if appropriate, indicate to the business unit the exceptions that can be authorised with respect to what is envisaged in the regulatory instruments relating to the due diligence activity and the Business Partner approval process.

5.9.2 Joint Ventures

In order to avoid that, in certain circumstances, the Organisation may be held responsible for corrupt activities carried out by its partners in the Joint Ventures, it must adopt suitable measures to ensure that the Joint Ventures in which it is not a controlling partner also adopt adequate internal control standards.

Before the Organisation can establish a new Joint Venture, the provisions of the Organisation's Anti-Corruption Regulatory Instruments which govern the due diligence and approval process of the Joint Ventures and the related implementations must be complied with.

All Joint Venture Contracts must be negotiated, entered into and managed in compliance with the Organisation's Anti-Corruption Regulatory Instruments which govern Joint Venture contracts - prevention of illegal activities and related transpositions issued by the Subsidiaries.

Any Anti-Corruption Regulatory Instrument relating to Joint Ventures must comply with the following minimum standards:

a) Joint Venture partners will only be well-known,

reliable entities or individuals with an excellent reputation for honesty and fair business practices;

b) a regulatory instrument must be implemented which regulates the approval process and which provides for adequate and documented due diligence on each partner of the Joint Venture and on the contractual provisions relating to the operations of the Joint Venture;

c) in cases where the Organisation does not control the Joint Venture, the representatives of the Organisation acting in the Joint Venture will do everything possible to ensure that the Joint Venture operates in compliance with the principles described in this Anti-Corruption Procedure;

d) the Organisation's Personnel, in negotiating the Joint Venture Contract, will do everything possible to include the following provisions in the contract:

(I) the commitment of the Joint Venture operator to adopt and the commitment of each partner to ensure that the Joint Venture adopts an effective and adequate internal control system and a compliance programme for the prevention of corruption and money laundering;

(II) the commitment of the Joint Venture operator to act and the commitment of each partner to ensure that the Joint Venture acts in compliance with the Anti-Corruption Laws, the internal control system and the compliance programme;

(III) the commitment of each partner that in all activities directly or indirectly related to the Joint Venture, the partners and the Joint Venture will never pay bribes to Public Officials or private individuals or their family members or to administrators or members of the corporate bodies or to the employees of the counterparty with whom the Joint Venture intends to operate;

(IV) the right of the Organisation to carry out an audit on the Joint Venture or on the operator of the Joint Venture, in the event that it has a reasonable suspicion that the Joint Venture or the operator of the Joint Venture (in its activities directly or indirectly related to the Joint Venture) may have violated the Anti-Corruption Laws or paid bribes to Public Officials or private individuals or their family members or to administrators or members of corporate bodies or to employees of the counterparty with whom the Joint Venture intends to operate;

(V) the right of the Organisation to withdraw from the Joint Venture and the right to compensation for damages in case of violation of the anti-corruption obligations of the Joint Venture contract or violation of the Anti-Corruption Laws or the relevant procedure in the joint venture;

e) the activities of each Joint Venture and each operator of the Joint Venture must be constantly monitored.

The representative of the Organisation in the Joint Venture must promptly inform the General Director of the Organisation in relation to any news relating to an investigation or confirmed violation of the Anti-Corruption Laws by the operator of the Joint Venture, the partners of the Joint Venture, members of the corporate

bodies or their representatives in the Joint Venture; and
 f) the original documentation relating to the selection and approval of partners, the Joint Venture agreement and the compliance checks with this Anti-Corruption Procedure must be kept for at least 10 years. The person responsible for the due diligence process and/or the representative of the Organisation within the Joint Venture, in the event that they are informed of a change in the previously acquired assessment elements, reports the circumstance to the General Management of the Organisation so that they can consider the opportunity to proceed with an update of the due diligence, on the basis of any option to this effect granted by the contract currently being performed concerning the establishment of the Joint Venture.

5.9.3 Intermediaries

Contracts with Intermediaries may raise anti-corruption issues and must be negotiated, entered into and managed in compliance with the Anti-Corruption Regulatory Instrument of the Organisation which governs Intermediation Contracts and the related transpositions issued by the Subsidiaries.

Any Anti-Corruption Regulatory Instrument on contracts with Intermediaries must comply with the following minimum standards:

- a) the Intermediary must enjoy an excellent reputation for honesty, fair business practices and high ethical standards and, if the Intermediary is a company, it must not be recently established;
- b) a Regulatory Instrument must be adopted, which regulates the selection of the Intermediary providing for adequate due diligence on the potential Intermediary, also through the research and request from the stakeholder for information and documents preparatory to the preliminary assessment of the expected requirements;
- c) the selection of the Intermediary and the stipulation of the Intermediation contract must be approved in compliance with the defined approval process and, in any case, after assessing the information and data obtained on the basis of specific criteria such as, for example, honesty, integrity, professionalism, financial references, etc.;
- d) the intermediation contract must be drawn up in writing and must also contain:
 - (I) the description of the service due by the Intermediary;
 - (II) the Intermediary's commitment to always comply with the Anti-Corruption Laws and this Anti-Corruption Procedure and to implement and maintain regulatory instruments to ensure compliance for the entire duration of the brokerage contract;
 - (III) the commitment to promptly report to the Organisation any request or question relating to undue payments of money or other benefits, received by the Intermediary in relation to the performance of the brokerage contract;
 - (IV) the Intermediary's commitment to ensuring that

any person associated with the Intermediary or who performs services in relation to the brokerage contract carries out such tasks only on the basis of a written contract that imposes on such persons conditions equivalent to those envisaged for the Intermediary;

- (V) the currency and amount of the consideration, which must be commensurate with the subject of the contract, the experience of the Intermediary and the country where the service is performed;
- (VI) the declaration and obligation of the Intermediary that the sum of money payable in compliance with the brokerage contract will be used solely as compensation for their professional service and that no part of it will be paid to a Public Official or private person or to one of their Family Members for corrupt purposes or to the counterparty with whom the Organisation intends to conclude the deal, in any case through the performance of the Intermediary in violation of applicable laws;
- (VII) the prohibition for the Intermediary to directly or indirectly transfer the consideration to administrators, managers, members of the corporate bodies or employees of the Organisation or their family members;
- (VIII) the terms for invoicing (or payment methods) and payment conditions, taking into account that:
 - such payments cannot be made in favour of a person other than the Intermediary nor in a country other than that of one of the parties or in which the contract will be performed;
 - the payment will be conditional on collection by the Organisation, if the services that the Intermediary must provide are aimed at entering into an agreement from which the Organisation will earn a profit or, in all other cases, at the conclusion of the contract to which the Intermediary's service refers;
 - payments will be made directly and exclusively to the account held in the name of the Intermediary and never to encrypted accounts or in cash;
- (IX) the Intermediary's commitment to inform the Contract Manager of any changes that have occurred in its ownership structure and/or in reference to the information provided to the Organisation during the selection phase and/or in reference to anything that may have a impact on the Intermediary's ability to conduct the activities envisaged by the contract;
- (X) the right of the Organisation to carry out checks on the Intermediary and to terminate the contract in the event of a change in the control structure of the Intermediary;
- (XI) a clause providing for the non-transferability of the contract;
- (XII) the declaration and obligation for the Intermediary that, at the time of signing the contract and for the entire duration of the same, neither it nor its family members nor, if the Intermediary is a company, its owners, directors, employees, nor the company itself, are or will become Public Officials;
- (XIII) the right of the Organisation to terminate the

contract, to suspend payment or to receive compensation for damages in the event of violation of the obligations, declarations and guarantees set out above and/or violation of the Anti-Corruption Laws or of the anti-corruption commitments set out in the brokerage contract;

e) the services provided by the Intermediary under the contract must be continuously and adequately monitored by the Contract Manager, in order to ensure that the Intermediary always acts in compliance with the Anti-Corruption Laws, this Anti-Corruption Procedure and the provisions of the contract intermediation;

f) the amount paid in accordance with the intermediation contract must be recorded correctly and transparently in the books and records of the Organisation;

g) payments are made exclusively on the condition that the service has been rendered and/or the conditions set out in the contract relating to the payment of the consideration have occurred; and

h) the original documentation relating to the selection and approval of the Intermediary and the intermediation contract and the compliance checks with the relevant procedure must be kept for at least 10 years. If the person in charge of the due diligence process and/or the Contract Manager is informed of a change in the previously acquired evaluation elements, they must report the circumstance to the General Management of the Organisation so that they can consider the opportunity to proceed with a updating of the due diligence, on the basis of any option to this effect granted by the contract currently being performed with the Intermediary.

5.9.4 Consultants

the Organisation requires that all its Consultants comply with applicable laws, including Anti-Corruption Laws.

In order to avoid that, in certain circumstances, the Organisation (and/or any of the subjects who operate on its behalf) can be held responsible for corruption activities carried out by its Consultants, they are obliged to comply with the Anti-Corruption Laws and established ethical standards. Furthermore, the Organisation imposes specific obligations to be complied with as regards Consultants.

In detail, contracts with Consultants must be negotiated, entered into and managed in compliance with the regulatory instruments that regulate the use of consultancy services by the Organisation.

Any Anti-Corruption Regulatory Instrument relating to Consultants must comply with the following minimum standards:

a) the Consultant must enjoy an excellent reputation for honesty, integrity, professionalism and correct commercial practices;

b) a Consultant selection process must be implemented which provides for adequate due diligence on the potential Consultant. Due diligence must include at least the following:

(I) establish the identity of the Consultant;

(II) confirm the scope of services;

(III) establish whether the Consultant has connections with Public Officials;

(IV) determine whether the Consultant has been subject to allegations, investigations and/or rulings relating to bribery or corruption, or other illegal activities.

c) the selection of the Consultant and the entering into the consultancy contract must be approved in compliance with the provisions of the relevant regulatory instrument;

d) the consultancy contract must be drawn up in writing and must also contain:

(I) the Consultant's declaration that the payment received is solely the consideration for the services defined in the contract and that such sums will never be used for corrupt purposes;

(II) the terms for invoicing (or payment methods) and payment conditions, taking into account that (1) such payments may be made exclusively in favour of the Consultant, and in the country of incorporation of the Consultant, exclusively to the account held in the name of the Consultant as indicated in the contract and never on numbered accounts or in cash; and (2) advance payment of the consideration (before the complete execution of the contractual conditions) may be permitted exclusively in specific cases (adequately motivated and established in the contract) and, in any case, exclusively for a part of the overall amount;

(III) the Consultant's commitment to comply with applicable laws, and in particular the Anti-Corruption Laws and this Anti-Corruption Procedure, and to correctly and transparently record the sums received in its books and records and, based on the risk level of the Consultant, implement and maintain its own regulatory tools to ensure compliance for the entire duration of the contract;

(IV) the commitment to promptly report to the Organisation any request or question relating to any undue payment of money or other benefits, received by the Consultant in relation to the performance of the contract;

(V) the right of the Organisation to carry out audits on the Consultant in the event that the Organisation has a reasonable suspicion that the Consultant may have violated the obligations, representations and warranties set out above and/or violated the Anti-Corruption Laws;

(VI) the right of the Organisation to terminate the contract, to suspend payment and to receive compensation for damages in the event of violation of the obligations, declarations and guarantees set out above and/or violation of the Anti-Corruption Laws.

5.9.5 Preventive assessment of variations Upon written and detailed request of the interested business unit of the Organisation, any variation, for specific cases, with respect to the requirements referred to in this paragraph 5.9, will be subjected to preventive assessment by the General Management of the Organisation.

5.10 Selection and hiring of personnel

Before appointing any new board member or hiring, transferring or promoting any new employee (I) who is likely to have Relevant Contact with a Public Official in connection with their employment, (II) who supervises employees or Business Partners who are likely to have such contact, or (III) who will be involved in checks or other activities regulated by Anti-Corruption Laws, the Organisation must inquire about the relevant personal experiences of the individual to the extent permitted by applicable law, in compliance with the provisions anti-corruption on selection and hiring contained in the reference regulatory instruments within the Organisation.

Any Anti-Corruption Regulatory Instrument on the search, selection and hiring of personnel must at least provide for compliance with objective criteria and the carrying out of reference checks and include in the employment requests adequate questions, within the limits of what is permitted by the law in force, regarding (a) any criminal history or charges of the individual and (b) any civil or administrative sanctions or ongoing investigations that relate to unethical or illegal activities of the individual, consistent with and to the extent permitted by applicable laws and (c) any personal relationship with Public Officials, Business Partners, Consultants, Suppliers or Intermediaries.

In doubtful cases or cases that match the provisions of the previous points, the General Management of the Organisation must be informed for further investigation of the case.

5.11 Acquisitions and disposals

the Organisation equips itself with regulatory instruments that regulate acquisitions and sales.

Particular attention must be paid to the provisions of the Organisation’s Anti-Corruption Regulatory Instruments which govern the authorisation and control of trading operations.

An important aspect of any proposed acquisition or sale is represented by external (in the case of acquisitions) or internal (in the case of sales) “due diligence” (also with regard to compliance with Anti-Corruption Laws).

Whenever the Organisation carries out an acquisition, a plan must be in place to comply with this Anti-Corruption Procedure, as part of the post-acquisition integration plan. Furthermore, external and internal legal consultants involved in an acquisition must inform the Organisation’s General Management of the existence of any new anti-corruption risk or of the increase in a pre-existing anti-corruption risk, to which the Organisation may be exposed following the acquisition, so that this Anti-Corruption Procedure and the related processes, regulatory tools and models can be adequately reviewed in order to protect the Organisation from the new risk indicated.

5.12 Accounting procedures

Applicable laws, financial reporting laws and regulations, and tax laws require the Organisation to maintain detailed and complete accounting records of each business transaction. The Organisation’s records must comply with

applicable accounting principles and must fully and transparently reflect the facts underlying each transaction.

All costs and charges, receipts, payments and expenditure commitments must be entered into the financial information promptly, completely and accurately and have adequate supporting documents, issued in compliance with all applicable laws and the relevant provisions of the internal control system. All entries in the accounting records and the related information documentation must be available to the external auditor for control activities.

5.13 Accounting and internal controls

It is policy of the Organisation that all payments and transactions made by the Organisation shall be accurately recorded in the relevant logs and records of the company, so that the logs, records and accounts of the Organisation accurately and truthfully reflect and correct, in reasonable detail, the operations and dispositions of the goods. This principle applies to all operations and expenses, whether significant from an accounting perspective or not.

It is also the Organisation’s policy to establish and carry out adequate accounting controls sufficient to provide reasonable guarantees so that:

- a) the operations are carried out only with general or specific authorisation from management;
- b) transactions are recorded as necessary to:
 - (I) allow the preparation of financial statements in compliance with generally accepted accounting principles or any other criteria applicable to such financial statements;
 - (II) maintain accounting of all company assets;
- c) access to the assets is allowed only with general or specific authorisation from management;
- d) the value of the assets entered in the balance sheet is compared with the assets actually existing, with a reasonable periodicity, and appropriate measures are taken with reference to any difference found.

The internal control system relating to financial information provides specific controls, as defined below, at different organisational levels, with different implementation methods.

Specific controls are performed during the normal course of operations, to prevent, detect and correct errors and fraud.

Typically, these controls include: controls on accounting records, on the issuing of authorisations, reconciliations between internal and external information, consistency checks, etc. Taking into account the correlations of these controls with operational activities, the specific controls are also considered as process controls.

5.14 Personnel Training

The Organisation’s Personnel must be informed and trained on the applicable Anti-Corruption Laws and on the importance of compliance with these laws and this Anti-Corruption Procedure so that they clearly understand and are aware of the various crimes, risks and personal and administrative responsibilities for the company and the

actions to be taken to combat corruption and any sanctions in case of violation of this Anti-Corruption Procedure and the Anti-Corruption Laws (both of the individuals involved and of the Organisation).

In particular, all personnel at risk are required to undertake a mandatory anti-corruption training programme.

For this purpose:

(I) the STaff at Risk will receive a copy of this Anti-Corruption Procedure and will carry out training on this Anti-Corruption Procedure and the related Anti-Corruption Laws within ninety (90) days of the assumption or assignment of new responsibilities, or in case of justified impossibility, as soon as reasonably possible;

(II) Personnel at Risk must receive periodic refresher training:

- each Employee at Risk will be responsible for keeping up to date;

- each Unit or project manager is responsible for ensuring that all At-Risk Personnel under their supervision periodically complete their training;

(III) the function responsible for personnel training (hereinafter, Training Function) is responsible for planning and providing training. He is also responsible for identifying and bringing to the attention of the General Management of the Organisation the subjects to whom the training must be provided and the type of training to be provided;

(IV) the Training Function collects the registrations of participation, the names and functions of the participants. You are also responsible for maintaining all records in compliance with applicable labour, privacy and other laws;

(V) in the definition and implementation of the anti-corruption training programme, the Training Function works in agreement with the General Management of the Organisation for the definition of the training contents and for the implementation of the training. The training programme will provide the necessary knowledge of Anti-Corruption Laws and instructions to recognise the “Red Flags” and avoid ethically questionable actions. The programme will also assist participants through the presentation of practical issues and situations that may arise in the course of the Company’s activities.

5.15 Reporting system

5.15.1 Request reporting system

Any direct or indirect request by a Public Official or private individual for payments (including Facilitation Payments), gifts, travel, meals or expenses for attention, employment, investment opportunities, personal discounts or other personal benefits other than expenses reasonable and in good faith in favour of the Public Official or private individual or of a Family Member or a person indicated by them, must be immediately communicated to the direct superior by the Personnel of the Organisation or by the Business Partner who received such request.

The direct superior will be responsible for giving instructions to the Organisation’s Personnel or to the

Business Partner concerned regarding the most appropriate way to proceed, in compliance with the Anti-Corruption Laws and this Anti-Corruption Procedure. For this purpose, the direct superior must consult the General Management of the Organisation.

5.15.2 Violation reporting system

Any suspected or known violation of the Anti-Corruption Laws or this Anti-Corruption Procedure must be reported immediately in one or more of the following ways:

- to the employee’s direct superior;
- to the competent Supervisory Body;
- to the General Management of the Organisation;
- through the appropriate dedicated channels

indicated in the WHISTLEBLOWING POLICY available on the site www.officineriva.it

Any disciplinary measures adopted will be taken in compliance with the Anti-Corruption Laws and this Anti-Corruption Procedure.

5.16 Disciplinary measures and contractual remedies

the Organisation will make every reasonable effort to prevent any conduct that violates the Anti-Corruption Laws and/or this Anti-Corruption Procedure, and to interrupt and sanction any contrary conduct carried out by the Organisation’s Personnel.

the Organisation will adopt adequate disciplinary measures against personnel of the Group (I) whose actions are discovered to violate the Anti-Corruption Laws or this Anti-Corruption Procedure, in compliance with the provisions of the relevant CCNL or other applicable national regulations, (II) who do not participates in or completes appropriate training, and/or (III) unreasonably fails to detect or report such violations or threatens or retaliates against others for reporting such violations.

the Organisation will take appropriate measures, including but not limited to terminating the contract and claiming damages against Business Partners whose actions are discovered to be in violation of the Anti-Corruption Laws or this Anti-Corruption Procedure. The contracts entered into by the Organisation with the Business Partners will include specific provisions to ensure compliance by the Business Partners with the Anti-Corruption Laws and this Anti-Corruption Procedure and to allow the Organisation to adopt adequate remedies, in compliance with the provisions of the Anti-Corruption Regulatory Instrument governing the standards of contractual clauses in reference to the administrative liability of the Company for administrative offences resulting from crime.

5.17 Monitoring and improvements

The General Management of the Organisation (I) monitors the adoption of this Anti-Corruption Procedure and the transposition, in the Anti-Corruption Regulatory Tools, of the principles and contents of the Anti-Corruption Procedure itself, (II) promotes the updating of the list of Anti-Corruption Regulatory Tools by formulating a specific proposal to the competent functions and (III) supervises the training of the Organisation’s Personnel. Furthermore,

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the General Management of the Organisation promotes the review and possible updating of this Anti-Corruption Procedure:

- (a) on the occasion of news with reference to the Anti-corruption Laws;
- (b) in the event of significant changes to the organisational structure or business sectors of the Company;
- (c) in the event of significant violations of this Anti-Corruption Procedure, of the Anti-Corruption Regulatory Instruments aimed at preventing risks relating to corruption and/or outcomes of checks on the effectiveness of the same or of experiences in the public domain in the sector;
- (d) in any case at least annually.

