



Revision:  
n. 01 dated 11 Sept 2018

Replaces:

**ORGANISATION, MANAGEMENT  
AND CONTROL MODEL  
EX D. LGS. 231/2001**

# **ANTI- BRIBERY GUIDELINES**

Aprile Spa  
Via di Francia, 28  
16143 Genova (Italy)  
Italian Tax ID 01324870995

**Sommario**

<b>1. Introduction</b>	<b>3</b>
<b>2. Definitions used in the Guidelines</b>	<b>3</b>
<b>3. Objectives of the Guidelines</b>	<b>5</b>
<b>4. Scope of application of the Guidelines and methods for their adoption by Subsidiaries</b>	<b>5</b>
<b>5. Regulatory references</b>	<b>6</b>
<b>6. Procedures and conduct</b>	<b>8</b>
<b>7. Facilitation Payments</b>	<b>11</b>
<b>8. Gifts, hospitality, entertainment and travel expenses</b>	<b>11</b>
8.1 Register of gifts and hospitality received and given	12
<b>9. Business trips</b>	<b>13</b>
<b>10. Sponsorship agreements</b>	<b>13</b>
<b>11. Funding of political parties</b>	<b>14</b>
<b>12. Donations to charity organisations</b>	<b>14</b>
<b>13. Selection and hiring of personnel</b>	<b>14</b>
<b>14. Staff training</b>	<b>14</b>
<b>15. Mergers and acquisitions</b>	<b>15</b>
<b>16. Third Parties</b>	<b>15</b>
16.1 Agreements with Third Parties	16
16.1.1 Business Partners	16
16.1.2 Joint ventures	16
16.1.3 Intermediaries	17
16.1.4 Consultants	18
<b>17. Accounting books, company records and internal control requirements</b>	<b>18</b>
<b>18. Obligation to report the breach of anti-bribery laws</b>	<b>19</b>
<b>19. Consequences for the breach of anti-bribery laws</b>	<b>20</b>
<b>20. Responsibilities</b>	<b>20</b>

## 1. INTRODUCTION

These Anti-Bribery Guidelines are a policy document issued by the Aprile S.p.A. top management to identify and set up anti-corruption strategies by specifically analysing the risks of bribery that can be actually identified in the company and by drawing up relevant protocols, regarded as organisational tools to prevent the risk of bribery.

The aim of the Anti-Bribery Guidelines therefore is to identify specific ethical and behavioural rules for combating bribery, which establish as illegal all of those activities carried out by employees, consultants and associate workers for or on behalf of the company, which allow the latter, either directly or indirectly, to achieve an illegal interest and/or advantage.

The effective and tangible implementation of the Anti-Bribery Guidelines is ensured not only through adequate personnel reporting/training but also by using a system of specific surveys and/or by gathering and analysing information, reports and violations. In order to ensure effective application of the document, disciplinary measures are applied in the event of a breach, regardless of whether these breaches have actually led to corrupt behaviour or have exposed the Company to sanctions.

Aprile does not accept any form of bribery and is committed to abiding by the anti-bribery laws in force in all countries in which it operates. The purpose of the Guidelines is to guarantee principles of transparency and to ensure clarity with regard to permitted conduct and compliance with relevant anti-bribery legislation wherever Aprile conducts its business.

More specifically, these Anti-Bribery Guidelines establish Aprile's policy on facilitation payments, the receipt and offering of gifts, hospitality and entertainment, business trips, sponsorship contracts, funding to political parties, charitable donations and the responsibilities of all individuals.

This document must be considered in conjunction with Aprile's Code of Ethics.

## 2. DEFINITIONS USED IN THE GUIDELINES

### **Anti-Bribery Laws**

The Italian Criminal Code, Italian Decree 231/2001 and other applicable provisions, the FCPA (Foreign Corruption Practices Act), other anti-bribery public and commercial laws in force worldwide, as well as international anti-bribery treaties such as:

- The Convention of the Organisation for Economic Co-operation and Development of 17 December 1997 on the fight against the corruption of foreign public officials in international economic transactions, in force in Italy since 15 December 2000;
- The United Nations Convention against Corruption, adopted by the General Assembly on 31 October 2003, entered into force internationally on 14 December 2005 and implemented in Italy through Law 116/2009;
- The UK Bribery Act issued in the United Kingdom in 2010.

### **Aprile**

Aprile S.p.A. and all of its associates worldwide.

### **Subsidiary**

Every entity directly or indirectly controlled (according to international accounting standards – IAS 27 – Consolidated and Separate Financial Statements) by Aprile or one of its Subsidiaries, as the case may be, in Italy and abroad.

**Code of Ethics**

The Code of Ethics of Aprile

**Aprile Personnel**

The directors, executives, members of corporate bodies and of management, and employees of Aprile

**Suppliers**

All economic operators potentially able to meet the Company's specific need for the supply of goods and/or services.

**Business partners**

All representatives of an enterprise (excluding employees), including correspondents, sales and marketing consultants, and lobbyists, who work for or on behalf of Aprile in its external relations, and joint venture partners. Service providers who work with the company only internally and therefore do not have any significant contact with third parties on behalf of Aprile, are not regarded as Business Partners for the purposes of these Guidelines.

**Joint venture**

Contracts aimed at establishing joint ventures, consortia, temporary associations of companies, associations, cooperation agreements with other entities with or without legal personality in which Aprile or its subsidiaries hold an interest.

**Intermediary**

An independent natural or legal person that Aprile retains in order to (i) promote the business interests of Aprile and/or any of its Subsidiaries in relation to a single transaction/project; (ii) facilitate the stipulation and/or execution of contracts with third parties; (iii) put into contact Aprile and/or any of its Subsidiaries to one or more other parties for the purpose of bringing/retaining a business deal.

**Consultant**

Any independent natural person or company working on Aprile's behalf for the purpose of providing intellectual expert advice or services, used by the Company to support management decisions.

**Bribery**

Generic term used to describe any corrupt behaviour. It includes both active and passive acts of bribery and any fraudulent act or conduct likely to place one's interests in conflict with those of Aprile in performing business within the company itself. Bribery also includes abuse of power or abuse of office in return for money or political favours.

**Act of bribery**

Offer, promise or give any benefit of value to inappropriately influence a person in order to obtain a performance for Aprile; or request or accept any benefit as remuneration for an inappropriate action or as incitement to act inappropriately for the assignment of a job by Aprile. Bribery instruments include money, gifts, hospitality, expenses, mutual favours, funding to political parties or contributions to charitable organisations, as well as any other direct or indirect benefit or consideration.

**Direct manager**

Person holding an executive management position who is directly responsible for the management of one or more employees.

**Employees**

All individuals who perform activities on Aprile's behalf under an employment contract (permanent/fixed-term) or under a collaboration contract.

**Facilitation Payments**

Payments required from Public Officials in order to speed up official routine procedures such as issuing licenses, authorisations or other official documents or government documents such as visas and assignment of job orders.

**Public Officials**

Officials of any department or office at local, national or international level; officials of any international public organisation (e.g. UN, International Patent Office, European Investment Bank, European Commission, Customs Agency, Revenue Agency, Town Council, etc.); political parties and party leaders; candidates for public offices; executives and employees of state companies or state-owned companies; anyone acting on behalf of any of the aforementioned officials; any person holding legislative, administrative or judicial positions.

**Family member**

The spouse of the Public Official; the grandparents, parents, brothers and sisters, children, grandchildren, uncles and aunts, and cousins to the first degree of the Public Official and his/her spouse; the spouse of any of these individuals and any other person who co-habitates with them.

**Third Parties/Third Persons**

General term that indicates all those who carry out activities on behalf of or in the interest of Aprile.

**Supervisory Body**

The Supervisory Body of Aprile, as defined in the Organisation, Management and Control Model of Aprile and appointed pursuant to Italian Legislative Decree 231/2001.

### 3. OBJECTIVES OF THE GUIDELINES

The primary objective for Aprile is to carry out its activities in compliance with current regulations and according to principles of loyalty, fairness, transparency and integrity. AntiBribery Laws prohibit the offering, payment or acceptance, either directly or indirectly, of money or other benefits for the purpose of securing an unfair advantage in the conduct of business activities. Consequently, this category includes payments made to third parties in full awareness of the fact that the sum of money will then be shared with a Public Official or with a private individual, as well as the offerings or promises of payment or other benefits for the purposes of bribing Public Officials or private individuals. These Laws also require Companies to have books, registers and accounting records that accurately and correctly reflect the transactions, expenses (even if not "significant" from a bookkeeping perspective), acquisitions and provision of services.

### 4. SCOPE OF APPLICATION OF THE GUIDELINES AND METHODS FOR THEIR ADOPTION BY SUBSIDIARIES

The Company's Board of Directors has decided to provide itself with these Guidelines which are applied worldwide and are therefore disseminated to all companies belonging to the Aprile Group. Their adoption and implementation is therefore mandatory both for the Parent Company Aprile and for the companies it controls. These Guidelines apply to all Aprile Personnel and Third Persons. The application is also extended to all of Aprile's foreign companies, to its Employees and Third Persons wherever located. Personnel and Third Persons are required to have knowledge of the applicable laws in each jurisdiction where they conduct their business on behalf of Aprile.

Each subsidiary will adopt these Guidelines, without the option of exemption, by resolution of the Board of Directors (or the corresponding body/function/role in cases where the Subsidiary's governance does not provide for a Board of Directors) in a timely manner and in any case no later than 31 December 2018, subject to the obligation for each Subsidiary to set up, if necessary, any anti-bribery diligence activities towards Business Partners or other persons deemed to be at risk. Within the scope of the specific resolution, the Subsidiary may

resolve to adopt and implement, in addition to Aprile's Anti-Bribery instruments, additional regulatory instruments to address specific risks or to regulate particular processes relating to the Company's business. The Subsidiary will indicate a contact person within its structure for issues relating to antibribery issues who may also liaise with the Controlling Company's Headquarters to share issues of significance. These Guidelines will be translated into English. Their translation into other languages, if deemed necessary by the Managing Director of the foreign Subsidiaries, shall be carried out by each Subsidiary, which must in any case ensure that the correspondence between the original and the translated text is legally certified.

## 5. REGULATORY REFERENCES

The desire to counter the growth of bribery and the need to comply with the international obligations undertaken by Italy with the Merida convention and the Council of Europe's Criminal Law Convention against Corruption of 27 January 1999, ratified by Italian Law no. 110 of 28 June 2012, led the Italian Legislator to approve Law no. 190 of 6 November 2012, laying down "provisions for the prevention and repression of corruption and unlawfulness in the Public Administration". By introducing this regulation, consistent rules were introduced to implement preventive and repressive action against bribery and unlawfulness in the Public Administration, with the aim of enhancing the constitutionally significant principles of good performance, of impartiality of the Public Administration and of its lawful action. The aforesaid law also reformed the legislation on the criminal offences against the Public Administration by reviewing the sanctions and introducing new criminal conduct. The main actions involved identifying the National Anti-Bribery Authority and preparing measures to improve the transparency of administrative activity, with particular reference to the public procurement sector, the recourse to arbitrators and the assignment of management positions, as well as the fulfilment of reporting obligations for citizens by public administrations. The law also considered the safeguarding of public employees reporting any unlawful conduct acquired in the course of their employment relationship, the indication of the business activities exposed to the risk of mafia infiltration and the establishment of a list of suppliers not subject to such attempts at each Prefecture. Lastly, the number of offences where the sentence for the contractor leads to termination of the contract with a public administration was increased. In terms of criminal proceedings, the reform basically enhanced the deterrent effect on bribery by increasing the punishment of certain offences, in turn affecting the possibility of inflicting the accessory penalty of interdiction from public offices pursuant to art. 317-bis of the Italian Criminal Code or of applying the benefit of the conditional suspension of the sentence.

Among the various amendments, the penalties provided in the event of bribery for performing an act contrary to duties of office (i.e. direct bribery), referred to in art. 319 of the Italian Criminal Code, were increased from four to eight years of imprisonment, compared to the former sentence of two to five years of imprisonment. Furthermore, the sentence for the offence of bribery in judicial proceedings pursuant to art. 319-ter of the Italian Criminal Code was also increased and is now between four and ten years of imprisonment for the offence under paragraph 1, whilst, for the aggravated circumstance referred to in paragraph 2, the legal minimum period was increased to five years. Finally, the legal minimum period of imprisonment for the offence of extortion (art. 317 of the Italian Criminal Code) was extended from four to six years and referred only to the public official (and not to the public officer also). This offence split the two types of conduct previously considered; it continued to refer solely to the conduct of coercion, thereby excluding induction which is now included in an autonomous criminal law provision. In this regard, the crime "Undue induction to give or promise benefits" (so-called extortion due to induction) was included in the Guidelines pursuant to art. 319-quater of the Italian Criminal Code, which punishes both the public official (or public officer) who induces a private individual to pay (with three to eight years of imprisonment), and the private individual who gives or promises money or other benefits (with up to three years of imprisonment).

From this perspective, induction has a dual nature, built around the public agent's mode of action and on how strong the effect of his/her psychological conditioning on the recipient is. The extent of this effect and the

persistence of the residual freedom to choose by the individual mark the discrimination between bribery and undue induction.

Pending developments in relevant case-law, the arguments put forward by the Joint Sections of the Supreme Court of Cassation are worth pointing out, which, in order to settle any interpretative doubts arising in the light of the new legislation, by way of ruling no. 12228/14 of 14 March 2014, stated the following principles of law:

- *“the offence referred to in art. 317 of the Italian Criminal Code, as amended by Italian Law 190/12 regards constrictive abuse by the Public Officer, brought about by violence or – more frequently – by the threat (whether explicit or implied) of a damage against law, which seriously limits, although not cancelling it completely, the freedom of the recipient’s self-determination, who, without any undue advantage for him/herself, is confronted with the clear-cut alternative of suffering the prospected harm or avoiding it by paying or promising the undue benefit”;*
- *“the offence referred to under art. 319-quater of the Italian Criminal Code, introduced by Italian Law 190/12, regards the inductive abuse by a Public Official or public officer, i.e. conduct featuring persuasion, suggestion, deception (provided that the latter does not lead to misleading someone on the dutifulness of payment) or moral pressure, which conditions the recipient’s freedom of self-determination to a lesser degree; the recipient, indeed, since provided with broader decision-making margins, ends up by accepting the request for undue services, because motivated by the prospect of obtaining an unjustified personal gain, thus placing him/her in a position of complicity with the public agent and making his/her conduct deserving of sanction”;*
- *“the offences of extortion and of undue induction differ from bribery since the former two offences both require a conduct of abusive prevarication by the public official, which – depending on its content – appropriately forces or induces the extraneous, who is in a position of subjection, to give or make an undue promise, whereas an agreement based on bribery requires par condicio contractualis and emphasizes the absolutely free and informed will of both parties”.*

The introduction of art. 319-quater of the Italian Criminal Code, therefore, responds to the need expressed at international level to ensure that private individuals, who make undue payments or promise money or any other benefits to public officials, thereby conforming to widespread bribery practices, do not go unpunished.

The offence referred to under art. 318 of the Italian Criminal Code (Bribery of Public Official), relating to so-called indirect bribery, now called “Bribery for the Exercise of Function”, has been redrafted to make the boundaries between the various forms of bribery more perceptible. Namely, on the one hand, direct bribery under art. 319 of the Italian Criminal Code, referring to the performance of an act that is contrary to official duties and, on the other, the acceptance or promise of an undue advantage by the public official or public officer, which is independent of the adoption or the omission of acts relating to the office.

With regard to the punishment for certain crimes against the public administration, at Community and international level pursuant to art. 322-bis of the Italian Criminal Code, the liability of the ‘induced’ person who, pursuant to art. 319-quater, paragraph 2 of the Italian Criminal Code, gives, offers or promises money or other benefits to members of the bodies of the European Communities or to officials of the European Communities and of foreign States, has been introduced.

Art. 346-bis of the Italian Criminal Code introduced the crime of “Influence Peddling”, which inflicts a sentence of one to three years imprisonment on those who use their relationships with a public official or public officer to receive or to promise money or other financial advantage as price for the unlawful mediation. The conduct regards an act contrary to office duties or the omission or delay of an act of office and the same penalty is applied to whoever unduly gives or promises.

Paragraph 76 of art. 1 of Italian Law no. 190/2012 replaced art. 2635 of the Italian Civil Code, with the intent to meet the obligations imposed by the Brussels Convention of 26 May 1997 on combating corruption, and led to the offence of infidelity following the giving or promise of a benefit inappropriate for the purpose. Indeed, the old text of art. 2635 of the Italian Civil Code, in disagreement with the provisions of international sources, limited the offence committed by persons holding specific positions to the management and control bodies of commercial companies. It also required from the intraneus the completion or the omission of an act in violation of the duties inherent in his/her office, as a result of the undue giving or promise of a benefit, as well as damage to the Company. These structural requirements were totally inconsistent with the type of crime outlined by international instruments, which refer to active and passive public bribery, based on the giving or promise of money or other benefit in relation to any future conduct by the intraneo in violation of his/her functional duties.

The redrafted art. 2635 of the Italian Civil Code prosecutes – unless the act constitutes a more serious offence – passive offenders, i.e. directors, general managers, executives responsible for drawing up corporate accounting documents, statutory auditors, liquidators and whoever is subject to the management or supervision of one of the above persons who, following the giving or promise of money or other benefits, for themselves or for others, act or omit to act in breach of their duties or obligations of loyalty, thereby damaging the Company, as well as active offenders, i.e. anyone who gives or promises money or other benefit to the above persons for the same purpose. Basically, the recent regulatory intervention, besides amending the original heading (from “Infidelity as a result of the giving or promise of a benefit” to “Bribery among private individuals”) simply subordinated the commitment of the offence to the possibility that a more serious offence could be constituted, and extended the scope to active persons.

The typical offence basically regards infidelity following the giving or promise of benefits. The prosecuted behaviour continues to feature the performance or omission of acts in violation of obligations inherent in the office, following the giving or promise of money or other benefits, which causes the detrimental event, i.e. damage suffered by the Company. Furthermore, with regard to the liability, which is of interest to us here, the person who gives or promises the money or other benefit is punished. The breach of the loyalty obligation is also of relevance, the express reference of which reveals the legislator’s will to suppress all forms of maladministration, which arise when deviating from good corporate performance.

Administrative liability is in fact limited to the entity connected with the top manager or employee who engaged in the corrupt behaviour (the offender) and is not related to the company, which the corrupt individual belongs to. This construction of the offence is consistent with the criteria for the accusation of liability pursuant to Italian Legislative Decree 231/2001 according to which the entity is responsible for the offences committed in its interest or to its advantage.

Instead, bribery among individuals requires – as defined by the law – that the company in which the corrupt person works suffers a “damage” resulting from the acts committed or omitted in violation of the obligations inherent in his/or office or of loyalty.

## 6. PROCEDURES AND CONDUCT

Aprile applies its anti-bribery policy to all of the activities carried out and all of the transactions both with private and public contracting parties.

The employees, associate workers and consultants of Aprile are forbidden to:

- Offer, promise, or give any benefit of significant value to inappropriately influence a person in order to obtain a performance for Aprile, or to request or accept any benefit as compensation for any inappropriate action or induction to act inappropriately for the assignment of a task by Aprile.



- Bribery instruments include money, gifts, hospitality and entertainment, business trips, sponsorship contracts, funding to political parties, contributions to charitable organisations, and any other direct or indirect benefit or consideration.
- In this respect, the Supreme Court of Cassation defined the term benefit as whatever represents an advantage for the person, whether material or moral, patrimonial or nonpatrimonial, objectively appreciable, which may be given or done, and considered relevant by custom or common understanding. Therefore, the term “benefit” must not be limited to assets of a patrimonial nature, but includes all those social advantages, the patrimonial impacts of which are mediated or indirect (sponsorships, promises of interest and political mediations towards persons holding regional or ministerial positions – Cassation no. 24656 of 18 June 2010), to executives, officials or employees of the Public Administration or belonging to private business stakeholders, or their relatives, both Italian and foreign, unless they are of a modest value and cannot be interpreted as favour seeking.
- Give or promise money or other benefits to directors, general managers, executives responsible for the preparation of company accounting documents, statutory auditors and liquidators, as well as to persons subject to their management or supervision, belonging to another company, in order to perform or omit acts in violation of the obligations inherent in their office. It is therefore forbidden to give, offer, request or accept in any way, either directly or indirectly, any remuneration, gift or other benefit related to the performance of their functions or of the tasks entrusted to them, except for customary gifts, provided they are of modest value and within the limits of normal courtesy relationships. Hospitality and entertainment expenses must be proportionate to the occasion and comply with applicable laws and regulations. However, such expenses must be transparent and the statements proving these expenses and activities must refer to the persons involved, to a specific business purpose and to all of the activity’s details;
- Take advantage of their position or powers in order to induce someone to unduly give or promise for themselves or for others money or other benefits. In those countries where giving gifts to customers or others is widely accepted, this conduct is acceptable when the gifts are of an appropriate nature and modest value, but always in compliance with the laws. However, such conduct may never be interpreted as favour seeking;
- Attempt to improperly influence a counterparty's decision whenever any business deal, request or relationship with the Public Administration or with private business stakeholders is in progress.
- In the specific case of tenders with the Public Administration or with private business stakeholders, conduct must comply with the law and with correct business practice. If the Company uses a consultant or a third party to be represented in its relations with the Public Administration or private business stakeholders, the same directives applied to Company employees and associate workers are also applied to the consultant and its staff or towards the third party. Furthermore, the Company must not be represented by a consultant or a third party if conflicts of interest may arise. During any business deal, it is not permitted to propose or examine proposals for employment or other forms of collaboration, to offer or receive gifts, to offer or receive confidential information and any other activity that may personally benefit the representative of the Public Administration or other private business stakeholder. All the above rules of conduct regarding relations with members of the Public Administration must be observed also with reference to members of the International Criminal Court or bodies of the European Community and officials of the European Community and of foreign countries.
- Hold relations or negotiate with public or private external counterparties without observing the principle of the segregation of duties and the system of delegations referred to in the Model adopted by Aprile. Therefore, the person cannot on his/her own account and freely:
  - Enter into agreements with the above counterparties; o Access financial resources;
  - Enter into agreements regarding consulting, professional services or intermediations; o Grant benefits (grants, advantages, etc.); o Hire personnel.

- Conduct all of the Company's direct or indirect relations with a Public Official and with private individuals without complying with these Anti-Bribery Guidelines and with the provisions of the Code of Ethics;
- Justify or tolerate questionable or illegal practices (including Facilitation Payments) for the sole reason that they may be regarded as "customary" for the sector or in the countries where Aprile may operate;
- Manage the financial resources obtained within the scope of the business activity in a manner that does not comply with the corporate rules that implement the principles and contents of the Code of Ethics and the specific control standards provided for in the Model and in the Corporate Procedures and, in any case, using methods to avoid the possible creation of undue or unforeseeable financial resources;
- Designate for purposes other than those for which they have been granted contributions, subsidies or funding received from the State, other public bodies or the European Community;
- Use or file false statements or documents, or statements or documents reporting inaccurate or omitted information due and, in any case, implement any artifice or deception in order to achieve the aforementioned disbursements or any unjust profit to the detriment of the State or other public body. The facts presented and the documentation submitted for obtaining funding, contributions, subsidies or facilitations must be truthful, accurate and complete;
- Alter in any way the operation of IT or telecommunications systems belonging to the Public Administration by intervening without the right to do so and using any method on data, information and programmes;
- Select suppliers without using objective and transparent criteria, and without relying solely on parameters of quality (of the good or the service), price, assistance guarantees, loyalty and fairness, thus fuelling doubts on the impartiality used when choosing the suppliers;
- Carry out transactions that do not have an adequate level of traceability. More specifically, it must be possible to verify the decision-making and authorisation process, as well as the performance of the transactions. There must be adequate supporting documentation for every transaction in order to check at all times the characteristics and reasons for the transaction and to identify who authorised, performed, recorded and verified it;
- Make purchases without due diligence and not in compliance with the principles of legal compliance, cost-effectiveness, quality and fairness;
- For business activities most exposed to the risk of mafia infiltration, use suppliers – as set out under art. 1, paragraph 53 of Italian Law 190/12 – that are not included in the specific lists established at each single Prefecture;
- Engage in activities or become involved in transactions where there is a clear conflict of interest, meaning any situation or relationship that, even merely potentially, involves personal interests or interests of other persons related thereto;
- Belong to commissions set up for choosing contractors for the awarding of services, for the granting or disbursement of grants, contributions, subsidies and financial aids, as well as for the assignment of financial benefits of any kind if previously condemned (even if the ruling is not final) for the offences provided for in Chapter I, Title II, Section II of the Italian Criminal Code (offences committed by public officials against the public administration);
- Be assigned, also with executive functions, to the offices in charge of the management of financial resources, the acquisition of goods, services and supplies, and the granting or disbursement of grants, contributions, subsidies, financial aids or assignment of financial benefits to public and private parties if previously condemned (even if the ruling is not final) for the offences provided for in Chapter I, Title II, Section II of the Italian Criminal Code (offences committed by public officials against the public administration).

## 7. FACILITATION PAYMENTS

Facilitation Payments are a form of bribery or extortion. Any kind of payment or provision of a benefit to a Public Official for the purpose of obtaining or maintaining a task or any other business advantage in favour of Aprile constitutes unlawful conduct. Although in some countries it is common practice for Public Officials to require Facilitation Payments, Aprile prohibits Facilitation Payments anywhere in the world and, despite local customs, will consider them as a breach of these Guidelines.

Any person required to make a payment on behalf of Aprile, must always be aware of the purpose of this payment and consider whether the amount requested is proportionate to the goods supplied or the services provided. It is also always advisable to ask for a receipt showing the reason for the payment. If a Facilitation Payment is requested and a danger is posed for the personal safety of Aprile's employees or other persons who carry out activities on behalf of the Company or any situation that creates suspicion, concern or doubt about a payment, the Direct Manager must be immediately informed.

## 8. GIFTS, HOSPITALITY, ENTERTAINMENT AND TRAVEL EXPENSES

This section defines Aprile's policy on the offering and receipt of gifts, hospitality and entertainment. The indications set out below are intended to minimise the risk that a gift or act of hospitality may be regarded as a form of bribery.

In principle, there are no grounds for illegal conduct when gifts and acts of hospitality are offered or received for the sole purpose of developing business relations and promoting collaborative relations between Aprile and third persons. Aprile admits that gifts, hospitality and entertainment may be given and accepted while conducting customary business practices and acknowledges that this practice may vary significantly depending on the geographical area in which Aprile operates. However, regardless of local laws and customs, certain gifts or acts of hospitality may be interpreted as an action carried out by Aprile or which it is subjected to for the purpose of exerting inappropriate influence, or may indicate a conflict of interest. In certain circumstances, offering and/or receiving gifts and entertainment may be regarded as an act of bribery and, therefore, illegal and detrimental to Aprile's reputation, to such an extent that the parties involved and the company could be criminally prosecuted. The logical approach that must guide the decision is to understand whether such gifts/acts of hospitality are given or received only as acts of normal commercial courtesy, whether they are of modest value, do not compromise the integrity and/or reputation of either party and cannot be construed by an impartial observer as aimed at creating an indebtedness or obtaining undue advantages.

The gifts, economic advantages or other benefits offered or received under any circumstance must be reasonable and bona fide. They are considered reasonable and bona fide when they are directly connected:

- To the promotion, demonstration or explanation of services carried out by Aprile;
- To the participation in training seminars or workshops;
- To the development and maintenance of cordial business relations.

The questions that a person offering/receiving gifts and/or acts of hospitality must ask him/herself are: "*Is the gift excessive? Is it a gift or rather an act of bribery? It is an act of hospitality or rather than an attempt to persuade? Am I trying to influence someone to do something inappropriately or am I under the influence of someone? Would I be comfortable if I told my manager about the gift offered/received?*" If we are not able to justify these acts, then we are probably in the presence of an improper action, which could subject the involved parties and the company to being criminally prosecuted.

In any case, all gifts, economic advantages or other benefits offered or received must comply with the internal rules defined by Aprile, be supported by appropriate documentation and include all of the following aspects:

- Not be a payment in cash;
- Be carried out bona fide and in relation to legitimate business purposes;
- Not be motivated by the desire to influence the decision-making processes related to the outcome of any transactions or negotiations that Aprile may enter into, or to be awarded or to secure new assignments;
- Not be such (in terms of amount or type) as to compromise an objective judgment or to create a feeling of obligation, or where there is a risk that such acts may be misunderstood or misrepresented by others;
- Comply with generally accepted professional courtesy standards;
- Observe local laws and regulations applicable to Public Officials or private individuals.

For the purposes of these Guidelines, “gift” means any item having a monetary or economic value. The terms “hospitality and entertainment” mean the participation in an event where the host is present. The Guidelines apply whether Aprile is the host or the guest. In the event that the host is not present, the participation in an event will be considered a gift. With reference to the significance of the gift offered/received, it is pointed out that, only by way of example, acceptable gifts include ballpoint pens, calendars, diaries, gadgets, bottles of wine or spirits during the Christmas period for a value no higher than euro 150 per person or an equivalent amount in foreign currency. This category does not include champagne boxes, tablets, computers, high-fashion clothing or any other items delivered to their private address. With regard to acts of hospitality/entertainment, it is pointed out, only by way of example, that permitted acts of hospitality and entertainment include dinners at restaurants or tickets for sports events, theatre performances or concerts for a value no higher than euro 200 per person or an equivalent amount in foreign currency. In principle, offering/accepting gifts/acts of hospitality of a significant value or exceeding the amount of euro 150.00 (including taxes) or euro 200.00 (including taxes) or the corresponding amount in local foreign currency, is only possible subject to written consent by the Direct Manager. Consent will be given only if the Direct Manager believes that the gift/act of hospitality cannot be perceived as induction. In such circumstances, the gift/act of hospitality must be acknowledged in the name of Aprile and noted in the Gifts, Hospitality and Entertainment Register, set up for this purpose and referred to in Section 8.1.

Certain behaviour, regardless of the value of the gift/act of hospitality, is strictly prohibited. Specifically: Offering/accepting any gift, hospitality and corporate entertainment to/from Public Officials, which may be useful for example to facilitate or accelerate routine governmental procedures such as visa issuance, licenses, access to simplified procedures, etc.;

- Paying the expenses of a Public Official, including those for business trips;
- Trying to divide a gift/act of hospitality into several parts with the aim of reducing its economic value (e.g. a wine case) and making it fall within the threshold value;
- Offering/accepting gifts/acts of hospitality repeatedly to/from Third Parties;
- Accepting gifts/acts of hospitality offered to family members and friends from Third Persons;
- Offering gifts/acts of hospitality to friends and family members of any Third Persons during one’s assignment or performance of activities on behalf of Aprile since they may be interpreted as induction to be awarded or to secure an assignment.
- Offering to Third Parties or accepting the gifts or acts of hospitality from them if the company takes part in calls for tender with national and international public bodies.

If a gift is approved that is not within the above-mentioned limit, the Direct Manager who grants authorisation must send the form confirming that authorisation has been granted to the Manager in charge of keeping the relevant register.

## **8.1 REGISTER OF GIFTS AND HOSPITALITY RECEIVED AND GIVEN**

All gifts offered/received, which exceed the limits previously set out, must be reported in the following registers: Register of gifts, hospitality and entertainment received by Aprile

- Register of gifts, hospitality and entertainment offered by Aprile;
- Register of gifts and hospitality received and offered by affiliated companies

These Registers must be set up, kept and duly updated by the Executive Secretarial Office, as regards Aprile, and by the Administration and Finance Manager of each subsidiary, as regards Subsidiaries. The abovementioned function is required to examine this register every six months and to inform Aprile 's Supervisory Body about its content at least once a year (or more frequently at specific request).

Aprile 's Supervisory Body reports at least once a year to the Board of Directors of Aprile with regard to any cases of bribery that could be detected pursuant to these Guidelines, within the scope of the Report that the Supervisory Body submits annually to the Board of Directors or when such events occur.

## 9. BUSINESS TRIPS

All business trips involving Employees and Third Parties must comply with the Travel Policy adopted by Aprile and published on the corporate Intranet.

## 10. SPONSORSHIP AGREEMENTS

Any contributions received or given following the conclusion of sponsorship agreements must be recorded in a truthful and transparent manner in the Company's books and registers. For the purpose of ensuring compliance with anti-bribery laws, all sponsorship activities must be approved as set out in the Corporate Procedures in compliance with the Organisation, Management and Control Model adopted by Aprile and with these Guidelines. The principles underlying sponsorship activities are the following:

- All sponsorship activities must be carried out in compliance with the approved budget;
- Sponsorship agreements must only be concluded with well-known, trusted entities or individuals that are of good repute;
- The approval process for contributions must include an adequate description of the nature and purposes of the individual initiative in accordance with applicable law;

The sponsorship agreement must be drawn up in writing and contain:

- A statement by the counterparty that the amount paid by Aprile will be used solely as consideration for the counterparty's performance and that such sums will never be transmitted to a Public Official or private individual for purposes of bribery or transferred, either directly or indirectly, to the members of corporate bodies, directors or employees of the Company;
- The currency and the amount paid according to the sponsorship agreement; o The invoicing deadlines and payment terms, taking into account that such payments may solely be made to the counterparty, in the country where the counterparty has been established, into the counterparty's account, as indicated in the agreement, and never into numbered accounts or in cash;
- The counterparty's commitment to comply with applicable laws, Anti-Bribery Laws and the anti-bribery provisions set out in the sponsorship agreement, and to record the amount received in their books and register in a correct and transparent manner;
- The express termination clause with the right to compensation for damages in the event of breach by the counterparty of the obligations, representations and warranties mentioned above, or in the event of breach of the Anti-Bribery Laws or anti-bribery commitments laid down in the agreement;
- The assurance that the payments made by the Company are made exclusively as indicated in the sponsorship agreement, after checking that the service has actually been provided.

## 11. FUNDING OF POLITICAL PARTIES

No form of payment to political parties or organisations, or to their representatives is permitted. The main risk is that such funding may be used by a company as an improper means of bribery in order to maintain or acquire an advantage, for example the awarding of a contract, the obtainment of a license and/or permit, or for more favourable legislation for business development purposes.

## 12. DONATIONS TO CHARITY ORGANISATIONS

Donations to charitable organisations are allowed provided they are not made to obtain a personal, financial or political benefit for any Public Official or any customer/supplier/Third Party (or their respective families).

Donations should not be made to influence the beneficiary inappropriately or in exchange for any kind of business advantage and must comply with the following principles:

- The donation approval process must include an adequate description of the nature and purposes of the individual donation and must verify that the donation has been made legally according to the applicable laws;
- Indications must be given as to whether or not they are in line with the approved annual budget;
- Beneficiaries may consist solely of charitable organisations and non-profit organisations, established and registered in compliance with current legislation. Individuals can in no way be entitled to donations;
- All donations must be traceable and accurately documented in writing;
- Payments to the beneficiary body must be made exclusively into the registered account in the name of the beneficiary body. It is not permitted to make payments into numbered accounts or in cash, or to a person other than the beneficiary body or in a third country other than the country of the beneficiary body;
- The beneficiary (body/association/organisation receiving the donation) must be a respectable charitable organisation and be of good repute.

Specific donations may only be authorised by the Chairman of Aprile and they must also comply with Aprile's approach towards its Corporate Social Responsibility.

## 13. SELECTION AND HIRING OF PERSONNEL

In compliance with applicable law, Aprile must obtain information about the personal experience of candidates applying for the position of member of the Board of Directors and, in the case of recruitment, transfer or promotion, about any employees who may have a relevant contact with Public Officials when carrying out their work, or who in turn supervise employees or Business Partners that may have such contacts or are involved in the controls and activities governed by Anti-Bribery Laws. Recruitment policies must be preceded by a real business need and the selection process must involve several stages during which a number of individuals are assessed.

## 14. STAFF TRAINING

Aprile staff must be informed and trained on applicable Anti-Bribery Laws and on the importance of observing them and these Guidelines, so as to become familiar with the various offences, risks, personal and administrative liabilities for the company. It must also become familiar with the actions to be taken to contrast bribery and with the sanctions applicable both to any individuals involved and to the Company. A copy of these Guidelines will be distributed to all Personnel and acknowledgment confirming that the Code has been read will be required.



## 15. MERGERS AND ACQUISITIONS

In the event that Aprile merges with or acquires other companies, it is possible that it may take over liability with regard to the breach of anti-bribery rules committed by the acquired or merged company. In such cases, Aprile could be subject to reputation damages and to the application of sanctions if such breaches were subsequently established. It is therefore essential to include appropriate anti-bribery provisions in the acquisition agreement or, prior to termination of the agreement, to evaluate other contractual options in order to avoid taking over liability.

## 16. THIRD PARTIES

Aprile may be held liable for “indirect” payments made or offered to any entity or subject by a Third Party on its behalf. In the context of cooperation with Third Parties, it is essential to check their background and reputation accurately and to identify any potential risks of bribery.

According to Aprile, the areas relating to the execution of joint venture contracts, the acquisition of companies and the establishment of contractual relations with Third Parties require the preparation of an analysis and risk assessment before starting any form of cooperation. This analysis should assess the risk of fraud, extortion and bribery in relation to the country where the activity will be carried out, examine the potential business partners of the Third Parties and analyse the proposed project or transaction in order to identify, as far as possible, the risk of bribery or extortion.

Within the scope of this overall assessment, Aprile believes that the warning signals that must be given specific attention as regards anti-corruption are, only by way of example, the following:

- Recommendations made to Aprile by a Public Official to hire a specific Third Party;
- Requests made to Aprile by a Third Party to hire someone by avoiding the internal personnel selection procedures;
- Requests made to Aprile by a Third Party to hire a friend or family member or provide them with an advantage;
- The proposed remuneration for a Third Party recruited by Aprile is enormously high compared to market prices without reasonable justification;
- Requests made to Aprile by a Third Party recruited by the Company itself to make payments: into an account opened in a country or geographical area other than the place of the Third Party’s residence or of its business headquarters or in a tax haven; to an unknown Third Party; by dividing them into different accounts; in a manner that “ignores” potential breaches of the law;
- A Third Party that Aprile tries to recruit that does not have sufficient qualifications, is not of good repute or significantly relies on his/her political or institutional contacts rather than on his/her technical skills or on the time dedicated to the task assigned;
- A Third Party that Aprile would like to recruit does not intend to accept the terms and conditions regarding compliance with Anti-Bribery legislation;
- A country where Aprile operates or is about to operate is known as an area with a high risk of corruption;
- The same Third Party is repeatedly recruited without any reasonable justification for repeated assignments;
- A Third Party requires to be paid in cash and/or refuses to sign a formal assignment or to provide an invoice or receipt of payment;
- A Third Party requires very generous gifts and entertainment before starting or continuing contractual negotiations or providing any service;
- A Third Party insists on not formalising whatever has been agreed upon or on using private side agreements;

- A commission or fee charged on the invoice appears to be excessively high and in any case not in line with the service indicated;
- The request or claim by a Third Party to resort to an intermediary, consultant or supplier not habitually used by the Company or unknown to it;
- An improperly large gift or sumptuous hospitality is offered by a Third Party.

Should any doubts arise about the legitimacy of a potential Third Party, before concluding any kind of agreement with that Third Party, any reservations with regard to this matter must be shared with one's Direct Manager.

## 16.1 AGREEMENTS WITH THIRD PARTIES

Some requirements that should be included within the agreements concluded with Third Parties are indicated below, broken down by counterparty.

### 16.1.1 Business Partners

Aprile could be held liable for the corrupt activities committed by Business Partners. It is therefore advisable for Aprile personnel to comply with the contents of these Guidelines on the establishment and contractual management of Business Partner relations. Business Partners must be properly checked, must enter into written agreements before carrying out any activity for or on behalf of Aprile and they must be paid only in accordance with the provisions under the contractual arrangements. All written agreements with Business Partners must include reasonable and adequate consideration.

Aprile requires that agreements with Business Partners include provisions that, inter alia, include:

- The Business Partner's commitment to comply with Anti-Bribery Laws;
- In the event of sub-contracting, the obligation to:
  - Prior to the conclusion of the relevant agreement, check that the subcontractor meets the compliance requirements in accordance with Aprile's internal rules;
  - Where necessary, obtain Aprile's prior authorisation for any subcontract in accordance with Aprile's internal rules;
  - Ensure that all subcontractors who perform the services under the agreement carry them out solely on the basis of a written agreement that imposes on the subcontractor terms and conditions regarding compliance and Anti-Bribery Laws that are equivalent to those imposed on Business Partners;
- The Business Partner's commitment to promptly inform Aprile of any request or demand for any undue payment of money or other benefit received from the Business Partner in relation to the execution of the agreement;
- Aprile's right to audit the Business Partner in the event that Aprile reasonably suspects that the Business Partner may have violated the provisions of the agreement regarding compliance or Anti-Bribery Laws;
- Aprile's right to terminate the agreement, suspend its execution and obtain compensation for damages in the event of breach of the above obligations, representations and warranties and/or violation of the Anti-Bribery Laws.

In the event that the Business Partner is the partner of a Joint Venture, the provisions under Paragraph 16.1.2 apply. If the Business Partner is an intermediary, the provisions under Paragraph 16.1.3 apply, while those under paragraph 16.1.4 apply if the Business Partner is a Consultant.

### 16.1.2 Joint ventures

Aprile may be held liable for the corrupt activities committed by its partners in Joint Ventures and must take appropriate measures to ensure that even the Joint Ventures in which it is not the controlling partner implement appropriate internal control standards.



All Joint Venture agreements must meet the following criteria:

- Joint Venture partners will only be well-known and reliable individuals who are of good repute in terms of honesty and fair trade practices;
- The conclusion of a joint venture agreement must be preceded by an appropriate analysis, which must also aim at checking its contractual arrangements;
- The Joint Venture must operate in accordance with the principles laid down in these Guidelines;
- They must be drawn up in writing and include:
  - The commitment by each partner to ensure that the Joint Venture adopts an effective and adequate internal control system for the prevention of bribery;
  - The commitment by each Partner that – within the scope of all the activities directly or indirectly related to the Joint Venture – the partners and the Joint Venture will never pay bribes to Public Officials or their Family Members or to directors or members of the counterparty's corporate bodies with which the Joint Venture intends to operate;
  - The right of each Partner to withdraw from the Joint Venture and the right to compensation for damages in the event of any breach of the anti-bribery obligations under the Joint Venture Agreement or breach of the Anti-Bribery Laws;

#### 16.1.3 Intermediaries

Agreements with Intermediaries may lead to anti-bribery issues, which must be negotiated and stipulated in accordance with certain mandatory principles.

More specifically:

- The Intermediary must be of good repute in terms of honesty and fair business practices and must have high ethical standards;
- The Intermediary must be appropriately verified;

The Intermediation agreement must be drawn up in writing and include:

- A description of the service due from the intermediary; o The currency and amount of consideration, which must be proportionate to the subject matter of the agreement, to the Intermediary's experience and the Country where the service will be provided;
- The declaration and obligation by the Intermediary that the sum of money due under the intermediation agreement will be used solely as consideration for the professional service and that no part of it will be given to a Public Official or any of his/her Family Members for bribery purposes;
- The prohibition for the intermediary to transfer, either directly or indirectly, the consideration to directors, executives, members of the corporate bodies or employees of the Company or their Family Members;
- Payment terms and conditions. To this regard, it should be noted that payments cannot be made to a person other than the Intermediary or to a country other than that of either party or in which the contract will be executed. Payments may never be made into numbered accounts or in cash;
- The agreement that the payment will be conditional on the provision of the service defined in the agreement;
- The Company's right to carry out controls on the intermediary and to terminate the agreement in the event of a change in the Intermediary's control structure;
- The presence of a clause establishing that the agreement cannot be assigned; o The declaration and obligation by the Intermediary that, at the time of signing of the agreement and for its entire duration, neither he/her nor his/her Family Members, nor, if the Intermediary is a company, its owners, directors, employees, nor the company itself, are or will become Public Officials;
- The Company's right to terminate the agreement, to suspend any payments and to receive compensation for damages in the event of breach of the above obligations, representations and warranties and/or breach of Anti-Bribery Laws;

- Any provisions regarding ongoing monitoring by the Company of the activities carried out by the Intermediary in order to ensure that the latter always acts in compliance with Anti-Bribery Laws;
- The Intermediary's commitment to record the amount paid in an accurate and transparent manner in his/her relevant books and records.

#### 16.1.4 Consultants

Aprile requires that all of its Consultants comply with the laws, including Anti-Bribery Laws. This is because Aprile could be held liable for any corrupt activities carried out by its consultants. It believes, therefore, that special attention must be paid to the selection and appointment of Consultants, who must be of excellent repute in terms of honesty, moral integrity and professionalism. Some of the aspects that must be included in the consulting agreement are listed below.

The consulting agreement must be drawn up in writing and include:

- A detailed description of the service due from the Consultant;
- A declaration by the Consultant that the payment received is solely the consideration for the services defined in the agreement and that these sums will never be used for corrupt practices;
- A declaration by the Consultant that, upon the signing of the agreement and for its entire duration, neither the Consultant nor his/her Family Members nor, if the Consultant is a company, its owners and directors, are/will become Public Officials;
- A declaration that there is no conflict of interest (not even potential) at the time of the signing of the agreement, and the commitment by the Consultant to promptly inform Aprile should such a conflict arise during the performance of the agreement;
- The invoicing and payment terms, taking into account that such payments may be made solely to the Consultant and in the Consultant's country of residence, exclusively into an account in the name of the Consultant as indicated in the agreement and never into numbered accounts or in cash;
- Indication that any advance payment of the consideration may only be allowed in specific cases duly motivated in the agreement and, in any event, only for a portion of the amount;
- The Consultant's commitment to comply with applicable laws, especially Anti-Bribery Laws, and to record the sums received in his/her accounting records in a correct and transparent manner;
- The Consultant's commitment to ensure that any employees or associate workers entrusted to carry out services under the agreement have the same ethical requirements that Aprile requests from the Consultant and that they comply with the same obligations, and that any person providing services in relation to the agreement operates solely on the basis of a written agreement that requires conditions and obligations of compliance equivalent to those undertaken by the counterparty;
- The commitment to report promptly to Aprile any request or demand with regard to any undue payment of money or other benefit, received by the Consultant in connection with the performance of the agreement;
- The Consultant's commitment to inform the counterparty of any change in its ownership structure and/or in reference to any changes that may have an impact on the counterparty's ability to conduct business in full compliance with the contractual commitments undertaken;
- Aprile's right to suspend payment, terminate the agreement, and obtain compensation for damages in the event of breach of the above obligations, representations and warranties and/or breach of Anti-Bribery Laws.

## **17. ACCOUNTING BOOKS, COMPANY RECORDS AND INTERNAL CONTROL REQUIREMENTS**

According to the law, Aprile's company records must be accurate and reliable. All company records, including the statements of expenditure and financial statements, must be prepared in accordance with the principles of diligence and honesty and must not contain false or misleading information. Compliance with generally accepted accounting principles and established internal controls is required.

All payments and other activities must be supported by an invoice and an agreement or an order that contains sufficient details to describe the services provided and be in line with Aprile's internal procedures. All payments made or received by Aprile must be appropriately recorded in Aprile's accounting books and company records. All financial transactions must be authorised by the appointed entities as set out in the internal control procedures. In no way may funds be created that have not been declared or registered. Expenses must not be concealed or deliberately classified incorrectly in order to allow illegal payments.

## **18. OBLIGATION TO REPORT THE BREACH OF ANTI-BRIBERY LAWS**

Aprile will in no way tolerate any involvement in acts of bribery by any of its Personnel or Third Parties. Personnel or Third Parties are required to report to the Supervisory Body any event that breaches these Anti-Bribery Guidelines by using the Supervisory Body's certified email (aprileodv@gmail.com).

All reported cases of actual or suspected bribery will be examined promptly and handled most appropriately. Every report will be handled with utmost confidentiality, using methods that will preserve the legitimate interests of the reporting person. Some examples are reported below that could be indicative of corrupt or non-ethical behaviour by third parties.

Aprile's employees must be vigilant and at the same time aware that the following examples may imply corrupt behaviour or be symptomatic of illegal practices:

- High cash payments;
- Excessive pressure from third parties requesting payments to be made urgently or in any case before the agreed deadlines;
- Payments made through the use of Third Parties. For example, services provided at state "A" but the payment is made to a shell company located in state "B";
- Excessively high commissions paid to agents, correspondents and/or intermediaries for any reason whatsoever which are not reflected in the services received;
- Payments to agents, correspondents and/or intermediaries made using accounts in the name of the same agent/correspondent and/or intermediary but open in different jurisdictions;
- One-to-one meetings with public or private officials in order to obtain concessions or advantages in the awarding of tenders or the assigning of contracts;
- Stipulation of agreements that are not advantageous for the company or not in line with the Company's prevailing and strategic business;
- Carrying out assignments or performing activities under the agreements by taking positions or making decisions that are not in line with the duties necessary for carrying out the assignment or with the contractual provisions established;
- Hiring staff that do not have the adequate knowledge and professionalism required to carry out the role assigned to them;
- Unjustified preference towards certain suppliers;
- Circumvention of internal procurement procedures and, more generally, non-compliance with all corporate procedures and guidelines;
- Abuse of decision-making powers or operations not in line with delegated powers.

Outside of cases of slander or defamation, Aprile undertakes to protect its employees when they report illicit conduct they have had knowledge of as a result of their employment relationship, preventing them from being subject to any discriminatory measure. During the disciplinary proceedings that may arise following the report, the identity of the reporting party cannot be disclosed without his/her consent, provided that the objection to the notification of the breach is based on separate and further findings with respect to the report. If the objection to the report is grounded, in whole or in part, the reporting party's identity may be revealed if its knowledge is absolutely essential for the defence of the accused party.

## 19. CONSEQUENCES FOR THE BREACH OF ANTI-BRIBERY LAWS

Aprile takes all acts of bribery very seriously and examines any accusations of bribery by implementing disciplinary and/or legal actions whenever deemed appropriate. Any breach of these Guidelines may involve disciplinary action, in accordance with the provisions of the NCLA, against Employees if their actions have violated Anti-Bribery Laws or these Guidelines or in cases in which they have unjustifiably omitted to attend training activities on the topic or even if they have omitted to report any breaches, without justified reason, or have threatened other people who have reported any breaches.

When making reports to the police or other responsible authorities, Aprile will undertake to cooperate in every possible way with the investigations that could lead to legal proceedings against Employees and Third Parties. Business Partners/Intermediaries/Consultants/Joint Venture Partners that violate these AntiBribery Guidelines and/or Anti-Bribery Laws will be subject to contractual remedies, including suspending the execution or immediately terminating the agreement, together with a claim for damages.

Aprile Personnel will not be dismissed, de-skilled, suspended, threatened, harassed or discriminated in any way during their work, for having refused to make a payment or give gifts or other forbidden benefits, even if such rejection has entailed losing a deal or other detrimental consequence for the business.

The measures envisaged for the Company include pecuniary sanctions, damages to the company trademark and Aprile's reputation, prohibition from carrying out business in certain jurisdictions, prohibition from taking part in public contracts, legal actions by competitors, disputes and huge legal fees.

## 20. RESPONSIBILITIES

With regard to compliance and application of these Guidelines, there are some specific responsibilities, as indicated below:

- The Board of Directors, in exercising its management and control functions, must set up a suitable control system for monitoring the actual application of the Guidelines;
- The Secretarial Executive Office of Aprile must keep and update the Gifts and Hospitality Register given and received to/from Aprile and report to the Supervisory Body in the manner and according to the deadlines indicated in the Guidelines;
- The Administration and Finance Manager of each subsidiary belonging to the Aprile Group must keep and update the Gifts and Hospitality Register given and received from the Subsidiary and report to the Supervisory Body in the manner and according to the deadlines indicated in the Guidelines;
- Direct Managers have specific responsibilities for the purposes of the application of the Guidelines, since they must examine the issues raised by employees regarding facilitation payments, third party analysis, gifts and acts of hospitality and entertainment provided to or by the Company, which exceed the limits set out in these Guidelines. If deemed appropriate, they must also authorise the offering or receiving of gifts and/or extraordinary acts of hospitality, complete the relevant form and send it to the person in charge of keeping and updating the registers;
- The Supervisory Body may provide assistance to the Direct Manager and to employees in respect of the contents and mechanisms for applying the Guidelines;
- The Supervisory Body must investigate any breaches or suspect violations of these AntiBribery Guidelines, which it has knowledge of either directly or indirectly, receive and analyse reports on the content of the Registers and report to Aprile's Board of Directors at least once a year. The Supervisory Body also has the task of revising the Guidelines if necessary, in order to ensure compliance with the laws and practices in force under the antibribery system and bring it to the attention of the Board of Directors for the approval of its updates.

**For acknowledgement**

**Date**     \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Signature** \_\_\_\_\_