

Tinvention S.r.l.
ANTI-CORRUPTION POLICY

Issue No. 1

Approved by the Board of Directors
by Tinvention S.r.l. on **12/28/2023**

OBJECTIVE

One of the key factors for the reputation of Tinvention S.r.l. (hereinafter "**Tinvention**" or the "**Company**") is the ability to conduct its business with loyalty, fairness, transparency, honesty and integrity, in accordance with laws, regulations, mandatory requirements, international conventions and national guidelines that apply to the Company's activities.

In general, it is unlawful, under anti-corruption laws, for all Tinvention Personnel, its *Business Partners* (as defined below) or any natural person who carries out activities in favor of the Company, to promise, offer, pay or accept, directly or indirectly, money or other benefits, in order to obtain an unfair advantage in relation to business activities or facilitate a commercial transaction.

In particular, this Anti-Corruption Policy:

1. is inspired by the principles of conduct described in Tinvention's Code of Ethics, and aims to provide all Personnel with the rules to be followed to ensure compliance with anti-corruption laws;
2. is adopted in order to provide a systematic framework of reference for the anti-corruption rules and procedures that the Group has designed and implemented over time;
3. aims to provide all Staff with the rules to be followed to ensure compliance with anti-corruption laws.

SCOPE OF APPLICATION

This Policy applies to Tinvention and its subsidiaries, as defined in the organization, management and control model adopted by Tinvention (hereinafter also referred to as the "**Model**") for the purpose of promoting conduct and information flows. The Company will use its influence, to the extent reasonable in the circumstances, to ensure that *Business Partners* comply with the principles set out in this Anti-Corruption Policy, adopting and maintaining an adequate internal control system consistent with the requirements established by Anti-Corruption Laws.

REFERENCES

Externals

The number of States that have adopted anti-corruption laws prohibiting and sanctioning corruption (against their own Public Officials, Public Officials of other States, internationally and between private individuals) by entities subject to their jurisdiction is constantly increasing. The Company carries out its *business* activities in Italy and in different States and jurisdictions, potentially being subject, together with its staff, to compliance with Italian regulations and the States in which it operates or may operate in the future (hereinafter "**Anti-Corruption Laws**"), including those ratifying international conventions; These include, but are not limited to:

- the Convention of the Organization for Economic Co-operation and Development on the Fight against Bribery of Foreign Public Officials in International Economic Transactions of 1997 (whose executive rules have been fully effective in Italy since 2001);
- the United Nations Convention against Corruption, adopted by the General Assembly on October 31, 2003 and ratified in Italy by Law No. 116 of 2009;
- Legislative Decree 231/2001 on the "Discipline of the administrative liability of companies and entities";
- the Italian Criminal Code and Articles 2635 and 2635 *bis* of the Italian Civil Code;
- the Bribery Act, enacted in the United Kingdom and Northern Ireland of Great Britain in July 2011 and the Guidance issued by the UK Department of Justice;
- the law “the Foreign Corrupt Practices Act (FCPA) of the United States of America” of 1977 and its following amendments;
- other anti-corruption laws around the world and international anti-corruption treaties.

Internals

- T invention's Code of Ethics;
- the T invention Model;
- any Regulatory Instrument that updates and/or supplements the references indicated above;
- the internal rules adopted by the Company which apply to the extent not inconsistent with this Policy.

DEFINITIONS

For the purposes of this policy, the following definitions apply:

Business Partner: any third party, not an employee, who receives or provides products or services from/to T invention or who acts on behalf of T invention or who is likely to have a Relevant Contact (as defined *below*) in the performance of his or her engagement on behalf of T invention (e.g. *Joint Ventures, Consultants, Suppliers, Agents, etc.*).

Consultants: any individual, professional association and/or other legal entity or independent company that works on behalf of T invention for the purpose of providing expert advice or services of an intellectual nature, used by the Company to support *management decisions*.

Contract Manager: is responsible for the correct execution of the contract and the related technical, operational and economic control of the works, services and supplies. In addition, he/she represents the reference, within the Company and to third parties, of the contracts stipulated for which he/she is appointed.

Due Diligence: in the field of anti-corruption, this is the detailed preliminary verification of the relevant aspects on the compliance of the characteristics of the *Business Partner* with the anti-corruption requirements defined by T invention with reference to the current Policy.

Facilitation Payment: unofficial payments made to a Public Official, for the purpose of speeding up, facilitating or ensuring the performance of a *routine* activity or activity envisaged within the scope of their duties by Public Officials or persons in charge of public service.

Family member: the spouse of the Public Official or person in charge of a public service; grandparents, parents, brothers and sisters, children, nieces and nephews, grandchildren, uncles and aunts, and first cousins of the Public Officer or person in charge of a public service and his or her spouse; the spouse of each of these persons; and any other person who shares a home with them; the spouse of the private individual; grandparents, parents, brothers and sisters, children, nieces and nephews, grandchildren, uncles and aunts, and first cousins of the private individual and his/her spouse; the spouse of each of those persons; and any other person who shares the home with them.

Relevant Contact: any direct or indirect contact relating to:

- any relationship/relationship with a body or official belonging to the legislative, executive, administrative, judicial or other public functions or any political party or international public organization;
- any investigation, inspection, control, evaluation, license, permit, registration of the public administration or similar administrative, regulatory or executive action;
- any contract or other legal relationship with an administration or other operations or activities, involving an administrative body or company owned or controlled by an administration, political party or international public organization;
- entertainment expenses, 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 (as defined below), except for meetings that do not involve the support of any position, if such meetings are with a Public Official acting in his or her ministerial, administrative or legal capacity, and for the sole purpose of seeking interpretation or advice on the application of rules, explanation of procedures, for submitting documents to the administration or legal aspects of a private transaction and similar activities;
- any contact with private persons who hold top positions or persons subject to the direction or supervision of one of the top management persons (as defined in the Model) within a

company or consortium that may involve the giving, receiving or promising of money or other benefits, for oneself or for others, in order to perform or omit acts in violation of the obligations inherent in the office of the aforementioned subjects, to the detriment of the society to which they belong.

Supplier: is the economic operator (natural person, legal person or groupings) potentially able to meet a specific need for the procurement of goods, works and services, in line with the definitions of Supplier adopted within the Regulatory Instruments of reference by the Company;

Tinvention: Tinvention, with registered office at 93, Via Giovanni Pacini, 20131 Milan (MI).

Administrative Body: the administrative body of Tinvention S.r.l., now the Board of Directors.

Agent and Business Brokers: a natural or legal person, whom the Company intends to use in order to: (i) promote the Company's business interests; (ii) facilitate the stipulation and/or execution of contracts with third parties; and/or (iii) connect/introduce the Company to one or more other parties for the purpose of procuring an investment opportunity.

Anti-corruption laws: the Italian Penal Code, Law No. 190 of November 6, 2012, Legislative Decree No. 231 of 2001 and other applicable provisions, other anti-corruption laws in force in the world and international anti-corruption treaties, such as the Convention of the Organization for Economic Co-operation and Development on Combating Bribery of Foreign Public Officials in International Economic Transactions and the United Nations Convention against corruption.

Personnel at Risk: any Tinvention department manager who:

- a) it is likely that he/she has a Relevant Contact with a Public Official or person in charge of a public service and/or a private subject, in relation to his/her work activity;
- b) oversees employees or *Business Partners* who are likely to have such Relevant Contact;
- c) may enter into a contract with a third party on behalf of Tinvention or have a significant influence on the decision-making process in relation to the award of such contracts;
- d) is involved in matters relating to internal controls or other activities governed by Anti-Corruption Laws;
- e) any Tinvention Employee identified as being at risk by a function or project manager belonging to one of the above categories.

Public Official:

- (a) any person exercising 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 a public administration, Italian or foreign, national, regional or local, (iii) a company owned, controlled or participated in by an

Italian or foreign *public administration*, (iv) an international public organization such as, but not limited to, 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 Organization, or (v) a political party, a member of a political party or a candidate for political office, Italian or foreign;

(c) any person in charge of a public service, that is to say, those who, in any capacity, provide a public service, where public service means an activity which is regulated in the same way as the public service, but characterized by the lack of the powers typical of the latter. The performance of simple tasks of order and the provision of purely material work are excluded.

Subsidiary: Any entity directly or indirectly controlled by Tinvention or a Subsidiary.

Supervisory Body: the Supervisory Body of Tinvention S.r.l., as defined in the Model adopted by Tinvention S.r.l. pursuant to Legislative Decree no. 231 of 2001.

Tinvention Personnel: the Recipients, as defined in the Model adopted by Tinvention.

Tinvention's Anti-Corruption Regulatory Instruments: the procedures and operating instructions or contractual clauses/appendices (hereinafter also referred to as the "**Regulatory Instruments**"), which within the scope of the processes under their competence, are also aimed at preventing risks related to corruption, with reference to the sensitive activities identified in the Tinvention Model in relation to corruption offences, including this Policy and those relating to following topics:

- management of relations with the Public Administration;
- management of confidential and anonymous reports;
- donations and entertainment expenses to third parties;
- Joint Venture *agreements*;
- contracts with Agents;
- contractual clauses/appendices with reference to the company's administrative liability for administrative offences dependent on crime;
- anti-corruption provisions contained in the internal regulations governing the acquisition, sale and lease of immovable property;
- management of the sale and lease of companies and/or business units;
- appointment of external lawyers;
- acquisition of consultancy, services and professional services from third parties;
- sponsorship contracts;
- anti-corruption provisions contained in the internal regulations governing the selection of personnel;

- off-site travel and services;
- anti-corruption provisions contained in internal accounting regulations;
- anti-corruption provisions contained in the internal regulations governing the selection of *Business Partners*;
- unlawful conduct by Suppliers;
- unlawful conduct by Employees;
- any other procedure, operating instruction or contractual instrument that incorporates provisions aimed at preventing the risks related to corruption contained in this Anti-Corruption Policy and/or in the T invention Model.

It is the responsibility of the functions responsible for the relevant regulations to update the respective Regulatory Instruments (or to issue new Regulatory Instruments) relating to the issues listed above, also in order to ensure compliance with the provisions of this Anti-Corruption Policy. In the definition and updating of these Regulatory Instruments, the Supervisory Body must be consulted in advance.

Joint Ventures: contracts aimed at the establishment of *joint ventures*, consortia, temporary business associations (ATIs), associations, collaboration agreements or other entities with or without legal personality, in which T invention holds an interest.

REFERENCE PRINCIPLES

Anti-corruption laws

Almost all countries have laws prohibiting the bribery of their public officials, and many others have laws that criminalize bribing public officials from other countries. Many countries also have laws prohibiting corruption between private individuals. Since the Company has its registered office in Italy, the Personnel is subject to Italian law and, in particular, to Legislative Decree no. 231 of 2001.

In addition, T invention and its Personnel may be subject to the laws of other countries, including those ratifying International Conventions, which prohibit bribery of Public Officials and bribery between private individuals, such as:

- the Convention of the Organization for Economic Co-operation and Development on Combating Bribery of Foreign Public Officials in International Business Transactions;
- the United Nations Convention against Corruption.

Anti-corruption laws:

- prohibit payments made either directly or indirectly – including those payments made to anyone with the knowledge that the payment will be shared with a Public Official or a private person – as well as offers or promises of payment or other benefits for corrupt purposes to Public Officials, or private individuals. Subject to the Anti-Bribery Laws, Tintervention and/or the Company's Personnel may be held liable for offers or payments made by anyone acting on behalf of the Company in connection with business activities, if Tintervention and/or the Company's Personnel know or reasonably should have known that such offer or payment is made improperly;
- require the Company to have and maintain books, records and accounting records that, with reasonable detail, accurately and correctly reflect transactions, expenses (even if not "significant" from an accounting point of view), acquisitions and disposals of assets;
- They determine that even inaccuracies in non-corrupt payment reporting constitute violations.

Consequences of non-compliance with Anti-Corruption Laws

Individuals and entities that violate Anti-Corruption Laws may face significant financial penalties, and individuals may be sentenced to prison terms or face other sanctions. Such violations may also result in other legal consequences, such as disqualification from contracting with public bodies, confiscation of the proceeds of crime or claims for damages.

More importantly, the Company's reputation could be seriously damaged.

Legal support

The content of applicable laws and Anti-Bribery Laws may change at any time. Therefore, for any transaction that may be at risk of corruption, it is important to assess the need to obtain up-to-date legal advice in relation to the case before making any commitment on behalf of Tintervention that may involve a risk of corruption.

To this end, the following questions relate to:

- the content of the Anti-Corruption Laws, the Code of Ethics or any matter covered in this Anti-Corruption Policy or its application to specific situations; and/or
- the provisions on internal controls contained in the Anti-Corruption Laws or any other matter covered in this Anti-Corruption Policy, or their application to specific situations, must be addressed to the Supervisory Body.

PRINCIPLES AND CASES GOVERNED BY THIS POLICY

In accordance with its Code of Ethics, Tintervention prohibits bribery without exception, against any public or private entity.

In detail, the invention prohibits the following:

- offering, promising, giving, paying, authorizing someone to give or pay, directly or indirectly, an economic advantage or other benefit to a Public Official or a private person (Active Corruption);
- accept the request from, or solicitations from, or authorize anyone to accept or solicit, directly or indirectly, an economic advantage or other benefit from anyone (Passive Bribery); when the intention is:
 - a) 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 it for having carried it out;
 - b) influence an official act (or omission) by a Public Official or any decision in breach of an official duty;
 - c) influence or compensate a Public Official or a private individual for an act of his/her office;
 - d) obtaining, securing an unfair advantage in relation to business activities; or
 - e) in any case, violate applicable laws.

Prohibited conduct includes offering to, or receiving from, Company Personnel (direct bribery) or anyone acting on behalf of the Company (indirect bribery), of an economic advantage or other benefit in connection with business activities.

This prohibition is not limited to cash payments only, and includes, but is not limited to:

- Gifts;
- entertainment expenses to third parties, meals and transport;
- in-kind contributions for advertising purposes;
- business activities, jobs, consultancy contracts and/or investment opportunities;
- confidential information that could be used to trade in securities and regulated financial products;
- discounts or personal credits;
- *Facilitation Payment*;
- assistance or support to Family Members;
- other benefits or other utilities.

The Company prohibits all forms of bribery, including but not limited to those described above, in favor of anyone. In addition, the person who has relations or negotiates with public or private external counterparties, may not alone and freely, (i.e. in his/her own name and/or on his/her own initiative without the prior authorization of the Company) with an autonomous decision, beyond

the powers and duties attributed to them through the employment relationship and/or the collaboration contract, exceed the limits of their powers and/or delegations:

- (i) enter into contracts with the aforementioned counterparties;
- (ii) access to financial resources;
- (iii) enter into consultancy, development/agency/business agent contracts or professional services;
- (iv) grant benefits (gifts, benefits, *etc.*);
- (v) hire staff.

A person subject to this Anti-Bribery Policy shall be deemed to be "aware" that the payment or other benefit will benefit a Public Official or a private individual or his or her Family Members or persons designated by him/her, if he/she has acted knowingly in ignorance of the warning signs or grounds for suspicion or if he/she has acted with gross negligence, for example, by failing to conduct an adequate level of *Due Diligence* under the circumstances. Compliance with the Anti-Bribery Laws and this Anti-Bribery Policy is mandatory for all Company Personnel, *Business Partners* and Consultants.

Accordingly:

- all relations of the Company with, or referring to, or involving a Public Official must be conducted in compliance with this Anti-Corruption Policy and the related Anti-Corruption Regulatory Instruments and the provisions of T invention's Code of Ethics;
- all relations of the Company with, or referring to, private individuals must be conducted in compliance with this Anti-Corruption Policy and the related Anti-Corruption Regulatory Instruments and with the provisions of T invention's Code of Ethics;
- the Company's Personnel are responsible for their compliance with this Anti-Corruption Policy and the Anti-Corruption Regulatory Instruments. In particular, department heads must monitor compliance with them by their employees and take measures to prevent, detect and report potential violations;
- no objectionable or illegal practice (including *Facilitation Payments*) can in any case be justified or tolerated on the grounds that it is "customary" in the industry sector or in the countries in which the Company may operate. No performance shall be imposed or accepted if it can only be achieved by compromising the ethical principles defined by the Company;
- the financial resources obtained as part of the company's activities are managed in accordance with the specific company regulations that implement the principles and contents of T invention's Code of Ethics and the control rules provided for in the Model

and in any case in such a way as to avoid the possibility of creating undue or unforeseen economic resources;

- Company Personnel who violate this Anti-Bribery Policy and/or Anti-Bribery Laws may be subject to disciplinary action, and any other legal action that is necessary to protect the Company's interests. *Business Partners* who violate this Anti-Bribery Policy and/or Anti-Bribery Laws will be subject to contractual remedies, including suspension of performance and until termination of the contract, prohibition from doing business with T invention, and claims for damages;
- Company Personnel shall not be dismissed, demoted, suspended, threatened, harassed or discriminated against in any way in their employment, for refusing to make a payment or giving of prohibited gifts or other benefits, even if such refusal has resulted in the loss of an investment opportunity.

Facilitation Payment

In line with T invention's Code of Ethics, *Facilitation Payments* are expressly prohibited. It is not acceptable for T invention Personnel, or any *Business Partner*, to use these types of payment under any circumstances.

Gifts, expenses and hospitality – offered and received

In line with the Special Part of the Model, gifts, payments or other benefits may be made 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 either party and such that they cannot be interpreted by an impartial observer as aimed at creating an obligation of gratitude or acquiring advantages improperly. Gifts, financial benefits, or other benefits offered or received under any circumstances must be reasonable and in good faith. In any case, all gifts, economic benefits or other benefits offered or received must comply with the internal rules defined by T invention, and must be recorded and supported by appropriate documentation.

Any gift, economic advantage or other benefit must have all of the following characteristics:

- it must not consist of a cash payment;
- it must be carried out in connection with *bona fide and legitimate* business purposes;
- it must not be motivated by a desire to exert unlawful influence or an expectation of reciprocity;
- it must be reasonable according to the circumstances;
- it must be in good taste and in accordance with generally accepted professional courtesy practices;

- must comply with local laws and regulations, applicable to the Public Official or to the private individual.

Gifts, economic benefits offered to, or received by, Company Personnel

As set forth in the preceding paragraph, any gift, economic advantage or other benefit offered to, or received by, Company Personnel must, from an objective point of view, be reasonable and in good faith. Any person who receives offers of gifts or hospitality treatments or economic advantages or other benefits that cannot be considered as acts of commercial courtesy of modest value, must refuse them and immediately inform:

- the Administrative Body and the Business Partner's contact person; and/or
- the Supervisory Body.

In the specific event that the value of the gift received exceeds the amounts provided for in the Special Part of the T invention Model, a specific report must be sent to the Supervisory Body for verification.

Gifts, economic benefits given to third parties

As set forth above, any gift, economic advantage or other benefit given by Company Personnel to a Public Official or a 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:

- promoting, demonstrating or illustrating products or services;
- participation in seminars or training *workshops*;
- the development and maintenance of cordial cooperation /collaboration relationships.

Gifts, economic advantages or other reasonable benefits in good faith must be approved in line with the provisions of the Company's Anti-Corruption Regulatory Instruments governing gifts, other benefits and entertainment expenses 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 and the purpose of the payment or other benefit. Any gift, hospitality or other benefit to a Family Member or a person designated by a Business Partner or a Public Official or a *private individual, which has been proposed at the request of* a Business Partner or Public Official in connection with the beneficiary's relationship with *a Business Partner* or Public Official, shall be treated as a benefit provided to that Business *Partner* or to that Public Official and is therefore subject to the

limitations set out in this Anti-Corruption Policy and the relevant Anti-Corruption Regulatory Instruments.

Political contributions

Political contributions can constitute the offence of corruption and therefore present the risk of generating consequent liability. The risks are that political contributions can be used by a company as an improper means of bribery to maintain or gain a business advantage *such as winning a contract, obtaining a permit or license, or having legislation set in a way that is favorable to its business*. Because of these risks, the Company does not permit any direct or indirect contribution in any form whatsoever, to political parties, movements, committees, political and trade union organizations, nor to their representatives and candidates, except for those specifically considered mandatory by applicable laws and regulations.

In case of doubt as to the mandatory nature of the contribution, the Supervisory Body must be consulted.

Whether compulsory, the disbursement of such contributions must in any case comply, by way of example but not limited to, with the following minimum requirements:

- all contributions must be subject to the authorization of the Administrative Body;
- Grants should only be made to well-known, trustworthy beneficiaries with an excellent reputation for honesty;
- the beneficiary must demonstrate that it is an officially recognized entity in accordance with applicable laws;
- adequate Due Diligence *must be carried out* on the beneficiary entity, to be submitted to the Supervisory Body for assessment;
- a legal opinion on the legitimacy and mandatory nature of the contribution according to the applicable laws must be forwarded to the Supervisory Body;
- in line with the Company's legislative and internal requirements on the matter, payments to the beneficiary entity must be made exclusively to the account in the name of the entity itself; you may not make payments to encrypted or cash accounts, or to a person other than the beneficiary entity or in a country other than that of the recipient entity;
- contributions must be recorded in the Company's books and records in a timely, truthful and transparent manner;
- the beneficiary institution must undertake to record in an appropriate and transparent manner the contributions received in its books and registers;

- 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.

Charitable Contributions/Donations

Donations to charities, corporations and administrative bodies present the risk that funds or valuable assets will be diverted for the personal use or benefit of a public official or a private individual. Even if a Public Official or a private individual does not receive an economic advantage, an otherwise legitimate charitable contribution made in exchange for obtaining or maintaining a *business* or to secure an illicit advantage could be considered an unlawful payment under Anti-Corruption Laws.

All charitable contributions must be approved, in order to comply with Anti-Corruption Laws, in accordance with the provisions contained in this Anti-Corruption Policy of the Company on *Non-Profit Initiatives*.

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

- all contributions must be made in accordance with the approved *budget*;
- Contributions should only be made to entities that are not newly established, that are well known, reliable and have an excellent reputation for honesty and good business practices;
- the beneficiary entity must demonstrate that it has all the certifications and that it has met all the requirements to operate in compliance with the applicable laws;
- a Regulatory Instrument must be adopted that regulates the *approval process* of the contributions and that provides, for the purposes of approval, an adequate description of the nature and purposes of the individual contribution, a *Due Diligence of the* beneficiary entity and the verification of the legitimacy of the contribution according to the applicable laws;
- in line with the Company's legislative and internal requirements on the matter, payments to the beneficiary entity must be made exclusively to the account registered in the name of the beneficiary entity; it is not permitted to make payments to encrypted or cash accounts, or to a person other than the beneficiary entity or to a third country other than the country of the beneficiary entity;
- contributions must be recorded in a timely, truthful and transparent manner in the Company's books and records;
- the beneficiary entity must undertake to record in a timely, truthful and transparent manner in its books and records the contributions received;

- the original documentation relating to the approval of the contribution and the checks of compliance with the provisions of the relevant Regulatory Instrument must be kept for at least 10 years.

Sponsorship activities

Sponsorship activities can also raise anti-corruption issues. All sponsorship activities must be approved, to ensure compliance with anti-corruption regulations, in accordance with the provisions of the Special Part of the Tintervention Model on sponsorship activities that regulates the request, authorization, stipulation and management of sponsorship contracts.

Any Regulatory Instrument relating to sponsorship activities must comply, but is not limited to, with the following requirements:

- all sponsorship activities will be carried out in accordance with the approved *budget*, for amounts that are appropriate to the promotional activity and consistent with the Company's business activity;
- *Business partners* in sponsorship contracts must only be well-known and reliable entities or individuals;
- in the case of companies, *the Business Partner* in a sponsorship agreement must demonstrate that it has all the certifications and that it has met all the requirements to operate in compliance with applicable laws;
- a Regulatory Instrument must be adopted that regulates the sponsorship *approval process* and provides, for the purposes of approval, an adequate description of the nature and purpose of the individual initiative, a *Due Diligence* on the potential *Business partner* of the sponsorship contract and the verification of the legitimacy of the initiative according to applicable laws
- The sponsorship contract must be in writing and must contain:
 - (a) the declaration of the counterparty that the amount paid by the Company will be used exclusively as consideration for the performance of the counterparty and that these sums will never be transmitted to a Public Official or a private person for corrupt purposes or transferred, directly or indirectly, to the members of the Administrative Body and to the Company's Staff;
 - (b) the declaration by the counterparty 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;
 - (c) the currency and amount paid under the sponsorship agreement;

- (d) the terms for invoicing (or payment methods) and the terms of payment, taking into account that such payments can only be made to the other party and in the country in which the other party is established, exclusively to the registered account of the other party, as indicated in the contract, and never to encrypted or cash accounts;
 - (e) the commitment of the other party to comply with the applicable laws, the Anti-Bribery Laws and the anti-corruption provisions of the sponsorship agreement, and to record in its books and records in a correct and transparent manner the amount received;
 - (f) the contractual clause/appendix on administrative liability;
 - (g) the Company's right to terminate the contract, stop payments and receive damages in the event of a breach by the other party of the obligations, representations and warranties as set out above, or in the event of a breach of the Anti-Bribery Laws or anti-bribery commitments under the contract;
 - (h) the Company's right to carry out checks on the counterparty, in the event that the Company has a reasonable suspicion that the counterparty may have violated the provisions of the relevant Regulatory Instrument and/or the contract;
 - (i) in line with the Company's legislative and internal requirements, the amount paid in accordance with the sponsorship agreement must be recorded in the Company's books and records in a fair and transparent manner;
 - (j) the Company must ensure that payments are made only as indicated in the sponsorship agreement, subject to verification that the service has actually been provided;
- The original documentation relating to the approval of the grant and the checks of compliance with the relevant policy must be kept for at least 10 years.

Suppliers

Also in order to avoid that, under certain circumstances, the Company may be held liable for corrupt activities committed by Suppliers who provide services for or on behalf of the Company, their sub-contractors or sub-contractors, the Company's Suppliers are obliged to comply with the ethical principles and qualification requirements established at the Company's level.

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

of money or other illegitimate benefit or, in any case, not due in return for the services respectively received or provided, is prohibited.

The procurement process and related activities are regulated by the regulations concerning the purchase of goods and/or services that define the roles and responsibilities of the main actors involved and also define the general rules for the main related activities, such as supplier management, *reporting* and procurement control and documentation management. The regulations on the purchase of goods and/or services are defined in accordance with the anti-corruption principles set out in this Anti-Corruption Policy, with particular reference, among other things, to the selection of Suppliers and the process of qualification and updating of the qualification *status* of Suppliers, the assignment of contracts, the management of post-assignment contracts, and the management of *feedback* on Suppliers, to the contractual protection clauses/appendices, including those of commitment to comply with Anti-Corruption Laws and the verification of the ethical requirements of the Suppliers. In addition, when a Supplier is a *Business Partner*, the principles set out in the following paragraph also apply.

Business Partner

The Company requires *Business Partners* to comply with applicable laws, including Anti-Bribery Laws, in the context of business activities carried out with T invention. In order to avoid that, under certain circumstances, the Company may be held liable for corrupt activities committed by *Business Partners*, they are required to comply with the Anti-Corruption Laws and ethical principles established by the Company. In particular, the Company's Personnel must comply with the provisions of this Anti-Corruption Policy and other Regulatory Instruments with reference to the selection, maintenance of relationships and employment of *Business Partners* as described below.

Business Partners must enter into written contracts prior to carrying out any activity for or on behalf of the Company and must only be paid in accordance with the terms of the contract.

All contracts with *Business Partners* must provide for reasonable and adequate remuneration and *compliance* provisions. The Company requires that contracts with *Business Partners* include provisions that provide for the following, among other things, the following obligations for Business Partners:

- comply with the Anti-Corruption Laws and this Anti-Corruption Policy and, for high-risk Business Partners (*such as Suppliers, Agents and Business Brokers*), to put in place and maintain throughout the term of the contract their own Regulatory Instruments to ensure compliance with the Anti-Corruption Laws and this Anti-Corruption Policy;
- In the case of subcontracting:

- obtain the prior authorization of the Company for any subcontracting (such as sub-agents, sub-representatives, sub-consultants or similar persons) in accordance with the Company's internal rules and procedures;
- ensure that any subcontractor, who performs the services in relation to the contract, performs them exclusively on the basis of a written contract, which imposes on the subcontractor conditions equivalent to those imposed on *Business Partners*;
- promptly report to the Company any request or question relating to any undue payment of money or other benefits, received by the *Business Partner* in connection with the performance of the contract;
- in the event that the Company has reasonable suspicion that *the Business Partner* may have breached the provisions of the contract relating *to compliance*, allow the Company to carry out audits on the *Business Partner*;
- the Company's right to terminate the contract, to suspend the performance of the contract and to claim damages in the event of a breach of the above obligations, representations and warranties and/or a breach of Anti-Corruption Laws.

In relation *to the other Business Partners*, upon written and detailed request of the business unit concerned, the Supervisory Body will evaluate and, if appropriate, indicate *to the business unit* the *exceptions that may be authorized with respect to the provisions of the Regulatory Instruments relating to the Due Diligence activity and the approval process of the Business Partners*.

Joint Venture

In order to prevent the Company from being held liable for corrupt activities carried out by its *partners* in Joint Ventures under certain circumstances, the Company shall take appropriate measures to ensure that *Joint Ventures* in which it is not a controlling *partner* also adopt appropriate internal control standards. Before the Company can establish a new *Joint Venture*, *the provisions of the Company's Anti-Corruption Regulatory Instruments governing the Due Diligence and Joint Venture approval process must be complied with*. All *Joint Venture contracts* must be negotiated, entered into and managed in compliance with the Company's Anti-Corruption Regulatory Instruments for the Prevention of Illegal Activities.

Any Anti-Corruption Regulatory Instrument on *Joint Ventures* must comply, but is not limited to, the following criteria:

- *Joint Venture partners* shall only be well-known, trustworthy entities or individuals with an excellent reputation for honesty and fair business practices;

- it must provide for an *approval process* that includes adequate and documented *Due Diligence* on each *Joint Venture partner* and on the *contractual provisions relating to the Joint Venture's* operations;
- in cases where the Company does not have a majority of votes at the meeting, *the Joint Venture and the Company's representatives acting* in the Joint Venture will use their best endeavours to ensure that *the Joint Venture* operates in accordance with the principles described in this Anti-Corruption Policy;
- The Company's Personnel, in negotiating the Joint Venture Agreement, *will use all reasonable efforts to include the following provisions in the Joint Venture Agreement:*
 - a) the commitment of *the Joint Venture operator and each partner* to ensure that *the Joint Venture* and the operator adopt an effective and adequate internal control system and a *compliance program* for the prevention of corruption and money laundering;
 - b) the commitment of *the Joint Venture operator and each partner to ensure that the Joint Venture and the operator* act in compliance with Anti-Corruption Laws, the internal control system and the *compliance program*;
 - c) 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 directors or members of the corporate bodies or employees of the counterparty with whom the Joint Venture intends to operate*;
 - d) the Company's right to carry out an *audit* of *the Joint Venture or the Joint Venture operator, in the event that it has a reasonable suspicion that the Joint Venture or the Joint Venture operator (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 directors or members of corporate bodies or to employees of the counterparty with which the *Joint Venture* intends to operate;
 - e) the contractual clause/appendix on administrative liability;
 - f) the Company's right to terminate the Joint Venture and the right to damages in the event of a breach *of the anti-bribery obligations of the Joint Venture agreement or a breach of the Anti-Bribery Laws or the related Policy in the Joint Venture*;
 - g) the activities of *each Joint Venture* and each *Joint Venture operator* must be constantly monitored. The Company's representative *in the Joint Venture* shall promptly inform the Supervisory Body in relation to any news relating to an investigation or ascertained violation of the Anti-Bribery Laws by the Joint Venture

operator, the Joint Venture *partners, members of the corporate bodies or their representatives in the Joint Venture;*

- original documentation relating to partner selection and approval, *Joint Venture* agreement and compliance checks with this *Anti-Bribery Policy* must be kept for at least 10 years.

The person in charge of *the Due Diligence process and/or the Company's representative within the Joint Venture, in the event that he or she is informed of a change in the valuation elements previously acquired, shall report the circumstance to the Supervisory Body so that it may consider the opportunity to request an update of the Due Diligence, on the basis of any option to do so granted by the contract currently being executed concerning the formation of the Joint Venture.*

Agents and Business Brokers

Contracts with Agents and Business Brokers may raise anti-corruption issues and must be negotiated, stipulated and managed in compliance with the Anti-Corruption Regulatory Instruments adopted by the Company that govern contracts with Agents and Business Brokers.

Any Anti-Corruption Regulatory Instrument included in contracts with Agents and Business Brokers must comply with, by way of example but not limited to, the following criteria:

- the Agent or Business Broker must have an excellent reputation for honesty and fair business practices and high ethical principles and, if the Agent or Business Broker is a company, it must not be newly incorporated;
- a Regulatory Instrument must be adopted, which regulates the selection of Agents and Business Brokers that provides for adequate *Due Diligence* on the potential Agent, also through the search and request from the interested party for information and documents preparatory to the preliminary assessment of the expected requirements;
- the selection of the Agent or the Business broker and the stipulation of the development/agency/assignment contract of Business Agent must be approved in compliance with the defined approval *process* and, in any case, after evaluation of the information and data obtained on the basis of specific criteria such as, for example, honesty, integrity, professionalism, financial references, *etc.*;
- The development/agency/business broker's contract must be in writing and must also contain:
 - a) a description of the service payable to the Agent and the Business broker;
 - b) the commitment of the Agent or Business broker to comply at all times with the Anti-Corruption Laws and this Anti-Corruption Policy and to adopt and maintain for the duration of the contract Regulatory Instruments to ensure *compliance*;

- c)* the commitment to promptly report to the Administrative Body and/or the Supervisory Body any request or request relating to undue payments of money or other benefits, received from the Agent or the Business broker in relation to the execution of the development/agency/business broker contract;
- d)* the commitment of the Agent or Business broker to ensure that any person associated with him/her or who performs services in connection with the contract with the Company performs such duties only on the basis of a written contract that imposes on such persons conditions equivalent to those provided for the Agent or Business Broker;
- e)* the currency and the amount of the consideration, which must be commensurate with the subject of the contract, the experience of the Agent or Business Broker and the country where the service is performed;
- f)* the declaration and obligation of the Agent or Business Broker that the sum of money payable under the contract will be used only as consideration for its professional services and that no part of it will be paid to a Public Official or private person or to one of his/her Family members for corrupt purposes or to the counterparty with whom the Company intends to conclude a transaction, in any case through the performance of Agents and Business Brokers in violation of applicable laws;
- g)* the prohibition for the Agent or the Business Broker to transfer directly or indirectly the consideration to directors, members of the corporate bodies or Employees of the Company or to their Family Members;
- h)* the terms for invoicing (or payment methods) and the terms of payment, taking into account that:
 - i.* such payments may not be made to a person other than the Agent or the Business Broker or in a country other than that of one of the parties or in which the contract will be performed;
 - ii.* the payment will be conditional on collection by the Company, if the services to be provided by the Agent or Business Broker are aimed at concluding an agreement from which the Company will make a profit or, in all other cases, at the conclusion of the contract to which the Agent's or Business Agent's performance refers;
 - iii.* payments will be made directly and exclusively to the Developer's account and never to encrypted or cash accounts;
- i)* the commitment of the Agent or Business Broker to inform the Contract Manager of any changes in its ownership structure and/or in reference to the information

provided to the Company during the selection phase and/or in reference to anything that may have an impact on the ability of the Agent or Business Broker to carry out the activities under the contract;

- j) the Company's right to carry out checks on the Agent or Business Broker and to terminate the contract in the event of a change in the Developer's control structure;
 - k) a clause that provides for the non-transferability of the development contract/agency/assignment of Business Broker;
 - l) the declaration and obligation for the Agent or Business Broker that, at the time of signing the contract and for the entire duration of the same, neither the Agent or his/her Family members nor, if the Agent or Business Broker is a company, its owners, directors, employees, nor the company itself, are or will become Public Officials;
 - m) the contractual clause/appendix on administrative liability;
 - n) the Company's right to terminate the contract, to suspend payment or to receive compensation for damages in the event of a breach of the above obligations, representations and warranties and/or a breach of the Anti-Corruption Laws or anti-corruption commitments set out in the development/agency/engagement contract;
 - o) the services rendered by the Agent or Business Broker under the contract shall be continuously and adequately monitored by the Contract Manager, in order to ensure that the Agent or Business Broker acts at all times in compliance with the Anti-Corruption Laws, this Anti-Corruption Policy and the requirements of the Business Broker Development/Agency/Engagement Contract;
 - p) the amount paid in accordance with the development/agency/engagement contract of Business Broker must be recorded correctly and transparently in the Company's books and records;
 - q) 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 been met;
- the original documentation relating to the selection and approval of the Agent or Business Broker and the checks of compliance with the relevant Policy must be kept for at least 10 years.

The person in charge of *the Due Diligence process and/or the contract manager, in the event that he/she is informed of a change in the valuation elements previously acquired, reports the circumstance to the Supervisory Body*

so that he/she can consider the opportunity to proceed with an update of the Due Diligence, on the basis of a power to do so possibly granted by the contract being executed with the Agent.

Consultants

The Company requires all of its Advisors to comply with applicable laws, including Anti-Bribery Laws. In order to avoid that, in certain circumstances, the Company (and/or any of the parties acting on its behalf) may be held liable for the corrupt activity carried out by its Consultants, it is obligatory for them to comply with the Anti-Corruption Laws and the ethical principles established by the Company. The Company also imposes specific obligations to be complied with, with regard to Consultants. In detail, contracts with Consultants must be negotiated, stipulated and managed in compliance with the Regulatory Instruments that govern the use by the Company of consulting services.

Any Regulatory Instrument relating to Consultants must comply with, but is not limited to, the following criteria:

- the Consultant must have an excellent reputation for honesty, integrity, professionalism and fair business practices;
- a Consultant selection process must be implemented that provides for adequate *Due Diligence* on the potential Consultant. *Due Diligence* must include at least the following:
 - establish the identity of the Consultant;
 - confirm the scope of the services;
 - establish whether the Consultant has connections with Public Officials;
 - determine whether the Consultant has been subject to charges, investigations and/or judgments relating to bribery or corruption, or other illegal activities;
 - the selection of the Consultant and the stipulation of the consultancy contract must be approved in compliance with the provisions of the relevant Regulatory Instrument.
- The consultancy contract must be drawn up in writing and must also contain:
 - the Consultant's declaration that the payment received is only the consideration for the services defined in the contract and that these sums will never be used for corrupt purposes;
 - the terms for invoicing (or payment methods) and the terms of payment, taking into account that (i) such payments may only be made to the Consultant, and in the country in which the Consultant is incorporated, exclusively to the account in the name of the Consultant as indicated in the contract and never to encrypted or cash accounts; and (ii) advance payment and consideration (before full execution

of the contractual conditions) may only be permitted in specific cases (adequately justified and established in the contract) and, in any case, exclusively for a part of the total amount;

- the Consultant's commitment to comply with applicable laws, and in particular the Anti-Corruption Laws and this Anti-Corruption Policy, and to record correctly and transparently in its books and records the sums received and, based on the Consultant's level of risk, to put in place and maintain for the entire duration of the contract its Regulatory Instruments to ensure *compliance*;
- the undertaking to promptly report to the Company any request or question relating to any undue payment of money or other benefits, received by the Consultant in connection with the performance of the contract;
- the Company's right to carry out *audits* on the Consultant in the event that the Company has a reasonable suspicion that the Consultant may have breached the above obligations, representations and warranties and/or breached Anti-Bribery Laws;
- the contractual clause/appendix on administrative liability;
- the Company's right to terminate the contract, to suspend payment and to receive compensation for damages in the event of a breach of the above obligations, representations and warranties and/or a breach of Anti-Corruption Laws.

Selection and Recruitment of Personnel

Before appointing any new member of the Board of Directors or hiring, transferring, or promoting any new Employee (i) *who is likely to have a Relevant Contact with a Public Official in connection with his or her employment*, (ii) *who oversees Employees or Business Partners who are likely to have such a Relevant Contact*, or (iii) *who will be involved in the context of controls or other activities governed by the Anti-Corruption Laws*, the Company is required to be informed about the relevant personal experiences of the subject to the extent permitted by applicable law, in compliance with the anti-corruption provisions on selection and recruitment contained in the Regulatory Instruments of reference within the Company.

Any Regulatory Instrument on the search, selection and recruitment of personnel must at least provide for compliance with objective criteria and the carrying out of checks on references and include in the applications for employment appropriate applications, within the limits of what is permitted by the law in force, concerning (a) *any criminal record or charge of the subject* and (b) *any civil or administrative sanction or ongoing investigation that relates to unethical or illegal activities of the subject, consistent with and to the extent permitted by applicable laws* and (c) *any*

personal relationship with Public Officials, *Business Partners*, Consultants, Suppliers or Business Agents and Brokers.

In cases of doubt or that meet the provisions of the previous points, the Supervisory Body must be informed for further investigation of the case.

Acquisitions and divestitures

The Company adopts Regulatory Instruments that govern acquisitions and disposals. Particular attention must be paid to the provisions of the Regulatory Instruments governing the authorisation and control of purchase and sale transactions.

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

In connection with any proposed acquisition or divestiture, the Company and the other advisors engaged in each such transaction who will provide assistance must consult the Supervisory Body as early as possible, if risk factors present in the acquisitions emerge, and in assisting the Subsidiary in divesting, preparing *compliance* information anti-corruption that the potential buyer may require, and in drafting the anti-corruption declarations and warranties to be included in the sale/purchase/merger contract.

Whenever the Company makes an acquisition, a plan for compliance with this Anti-Corruption Policy must be in place as part of the post-acquisition integration plan. In addition, external and internal legal advisors engaged in an acquisition must inform the Board of Directors of the existence of any new risk of corruption or of the increase of a pre-existing risk of corruption, to which Tinvention may be exposed as a result of the acquisition, so that this Anti-Corruption Policy and the related processes, Regulatory Instruments and models can be adequately reviewed in order to protect the Company from the new risk indicated.

Accounting Procedures

Financial reporting laws and regulations and tax laws require the Company to maintain detailed and complete accounting records of each transaction. The Company's records must comply with applicable accounting standards and must fully and transparently reflect the facts underlying each transaction, ensuring the traceability of each step. All costs and charges, returns and revenues, receipts, payments and commitments of expenditure must be entered in the financial information in a timely, complete and accurate manner and have appropriate supporting documents, issued in accordance with 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.

Consistent with the foregoing provisions, it is the Company's policy that all payments and transactions of the *Company* shall be accurately recorded in the relevant books and records of the relevant company so that the Company's books, records and accounts reflect the operations and dispositions of assets with reasonable detail.

This standard applies to all transactions and expenditures, whether significant or not, in the field of accounting. In addition, as provided in the relevant Regulatory Instruments, the accounting criteria and balance sheet accounts to be adopted for the recording of business operations are specifically defined; the circumstances according to which all transactions are recorded in the books in a true and correct form and that the documentation is available to the external auditor; are set out in the letter of attestation issued by the Company to the external auditor, if appointed.

Bookkeeping and internal controls

It is *the Company's policy that all payments and transactions made by Tinvention shall be accurately recorded in the Company's books and records, so that Tinvention's books, records and accounts accurately and truthfully and fairly, with reasonable detail, reflect the transactions and dispositions of assets. This standard applies to all transactions and expenditures, whether significant or not in the field of accounting.*

It is also *the Company's policy, as also set out in the Tinvention Model, to establish and carry out adequate and sufficient accounting controls to provide reasonable assurances that:*

- the transactions are carried out only with a general or specific authorization from management;
- transactions are recorded as necessary to:
 - allow the preparation of financial statements in accordance with generally accepted accounting principles or any other criteria applicable to such financial statements;
 - maintain the accounts of all company assets;
- access to the assets is permitted only with general or specific authorisation from management;
- the amounts recorded in the financial statements are consistent with accounting principles and other criteria applied by the Company.

On the basis of a *top-down and risk-based approach*, focused on significant financial statements/disclosures and processes, as defined in the relevant Regulatory Instruments, the Company maintains a system of internal controls in relation to financial information, to provide reasonable assurance regarding the reliability of financial statements and the preparation of

financial statements, in accordance with generally accepted accounting principles, including Regulatory Instruments that:

- concern the proper keeping of records, so that they reflect the transactions and dispositions of the issuer's assets in reasonable detail, accurately and fairly;
- provide reasonable assurance that transactions are recorded in such a way as to allow the financial statements to be prepared in accordance with generally accepted accounting principles, and that the issuer's income and expenditure are carried out only in accordance with the relevant authorizations;
- provide reasonable assurance that any unauthorized acquisitions, uses, or dispositions of the issuer's assets, which could have a material impact on the balance sheet, are prevented or promptly identified.

This system of internal controls is designed to provide reasonable assurance that the risk of inaccurate accounting records, caused by error or fraud, and significant in terms of impact on the annual financial statements or intra-annual financial disclosures is reduced to a low (remote) level. The internal control system relating to financial information provides for specific controls, as defined below, at different organizational levels, with different methods of implementation. Specific controls are carried out during the normal course of operations, to prevent, detect and correct errors and fraud. Typically, these controls include: checks on accounting records, the issuance of authorizations, reconciliations between internal and external information, consistency checks, *etc.*

In view of the interrelationships of these controls with operational activities, specific controls are also considered to be process controls. Other controls concern the structural elements of the internal control system that constitute the general framework of reference, to ensure that process activities are carried out and controlled in line with the objectives set by *management*.

The main types of controls concern:

- the allocation of powers and tasks to the various levels, in line with the required degrees of responsibility, with particular regard to key tasks and their assignment to qualified persons;
- the identification and segregation of incompatible activities/tasks. This type of control involves the separation between the people who perform the activities, those who control them, and those who authorize them.

Personnel Training

Company Personnel shall be informed and trained on the applicable Anti-Bribery Laws and the importance of complying with such laws and this Anti-Corruption Policy in such a way that they

clearly understand the different offences, risks, personal and administrative responsibilities for the company and are aware of the actions to be taken to combat corruption and any penalties in the event of a breach of this Anti-Corruption Policy and the Laws Anti-corruption.

In particular, all Personnel at Risk are required to carry out a mandatory anti-corruption training program. To this end:

- Risk Personnel will receive a copy of this Anti-Bribery Policy and will be trained *on this Anti-Bribery Policy and related Anti-Bribery Laws within ninety (90) days of taking on or assigning new responsibilities, or in the event of justified impossibility, as soon as reasonably practicable;*
- Personnel at Risk must receive *periodic refresher* training:
 - i. each Risk Employee will be responsible for keeping up to date;
 - ii. each department manager is required to ensure that all Risk Personnel, under his/her supervision, periodically complete his/her *training*;
- the Personnel Training Function (hereinafter, "Training **Function**") is responsible for planning and delivering the training. It is also responsible for identifying and bringing to the attention of the Supervisory Body the subjects to whom the training must be provided and the type of training to be provided ;
- The Company collects attendance records, participant names and functions, self-assessment results, copies of training materials, and training dates. It is also responsible for maintaining records in accordance with applicable labor, *privacy*, and other laws;
- in the definition and implementation of the anti-corruption training program, the Training Function works in agreement with the Company and the Supervisory Body for the definition of the training content and for the implementation of the training. The *training* program will provide the necessary knowledge of Anti-Corruption Laws and instructions on how to recognize and avoid ethically questionable actions. The program shall also assist participants through the presentation of practical issues and situations that may arise in the course of the Company's activities;
- disciplinary sanctions are provided for Employees who evade training, to be imposed in accordance with the Tinvention Model.

Reporting system

Any direct or indirect request by a Public Official or a private individual for payments (including *Facilitation Payments*), gifts, travel, meals or entertainment expenses, employment expenses, investment opportunities, personal discounts or other personal benefits other than reasonable expenses and in good faith for the benefit of the Public Official or private person or a Family Member or a person designated by him/her, it must be immediately communicated to the

Supervisory Body, by the Company's Personnel or by the *Business Partner* who has received such a request. The direct superior will be responsible for instructing the Company's Personnel or the *Business Partner* concerned on the most appropriate way to proceed, in compliance with the Anti-Bribery Laws and this Anti-Corruption Policy. To this end, the direct superior must consult the Supervisory Body.

Breach Reporting System

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

- to the Supervisory Body, in compliance with the provisions of the T invention Model;
- through the dedicated channels indicated in the Company's Policy on reports, including anonymous reports.

Any disciplinary action will be taken in accordance with the Anti-Corruption Laws and this Anti-Corruption Policy. The Company's Personnel may not be dismissed, demoted, suspended, threatened, harassed or discriminated against in any way in their employment, for the fact that they have lawfully carried out a reporting activity in good faith relating to compliance with this Anti-Corruption Policy and/or the Anti-Corruption Laws.

Disciplinary Measures and Contractual Remedies

The Company shall make reasonable efforts to prevent any conduct that violates the Anti-Bribery Laws and/or this Anti-Corruption Policy, and to stop and sanction any contrary conduct by the Personnel of the Company of which it is the head.

The Company shall also take appropriate disciplinary measures against the Company's Personnel:

- whose actions violate the Anti-Corruption Laws or this Anti-Corruption Policy, in accordance with the provisions of the Model and the relevant CCNL or other applicable national regulations;
- who does not participate in or complete *adequate training*; and/or
- that unreasonably fails to detect or report such violations, or that threatens or retaliates against others who report violations.

The Company shall take appropriate action, including but not limited to contract termination and claims for damages, against *Business Partners* whose actions are discovered to be in violation of Anti-Bribery Laws or this Anti-Bribery Policy. The contracts entered into by the Company with *Business Partners* will include specific provisions to ensure *Business Partners'* compliance with Anti-Bribery Laws and this Anti-Corruption Policy and to allow the Company to adopt appropriate remedies,

in accordance with the provisions of the Regulatory Instrument governing contractual clauses and/or appendices with reference to the Company's administrative liability for torts depending on Criminal Offences.

Monitoring & Improvements

The Supervisory Body independently examines and evaluates the internal control system in order to verify that the requirements of this Anti-Corruption Policy are complied with. Personnel must undergo *training* on Anti-Corruption Laws, bookkeeping and the internal control system. The audits carried out concern anti-corruption compliance as a whole, including compliance with this Anti-Corruption Policy.

The Supervisory Body:

- monitors the adoption of this Anti-Corruption Policy and the transposition, in the Anti-Corruption Regulatory Instruments, of the principles and contents of the Anti-Corruption Policy itself;
- promotes the updating of the list of Anti-Corruption Regulatory Instruments by formulating a specific proposal to the competent departments;
- supervises the training of Tintervention Personnel.

In addition, Tintervention's Supervisory Body promotes the review and possible updating of this Anti-Corruption Policy:

- on the occasion of news with reference to the Anti-Corruption Laws;
- on the occasion of the periodic review of the Model, also in relation to significant changes in the Company's organizational structure or business sectors;
- in the event of significant violations of this Anti-Corruption Policy, of the Anti-Corruption Regulatory Instruments or of the provisions of the Model aimed at preventing risks related to corruption and/or the results of checks on the effectiveness of the same or experiences in the public domain of the sector;
- in any case, at least once a year.

Moreover, the *Company's* business units, the Supervisory Body and the external auditor may recommend improvements to this Anti-Corruption Policy on the basis of emerging "*best practices*" or in the event that *gaps* or critical issues are identified. In the event that a violation is identified, the Supervisory Body will assess whether any revisions to this Anti-Corruption Policy or improvements to other Regulatory Instruments could help prevent the recurrence of the violation.