



Gallarate: October 9<sup>th</sup>, 2020

Our ref.:

To the attention of:

## TO ALL WHOM IT MAY CONCERN

Subject: **SOFINTER GROUP ANTICORRUPTION AND ANTI BRIBERY POLICY AND DUE DILIGENCE QUESTIONNAIRE FILLING OUT INSTRUCTIONS**

Attached is the SOFINTER GROUP Anticorruption and Anti bribery Policy to which every company entering in commercial relationships of whatever nature must comply with.

The Policy contains a Due Diligence Questionnaire (herein also called as the “**DDQ**”) that all companies willing to establish a relationship with any SOFINTER GROUP company shall fill out and soon return.

Below are the indications on how to fill in and return the DDQ.

- Only the **pages A1 and from B1 to B7** of the DDQ shall be returned to **SOFINTER GROUP**; no need to return also the pages related to SOFINTER GROUP Policy; this shall ease the transmission reducing the volume in MB of the message returning that document, and its archiving;
- The company submitting the DDQ shall provide also any required document and relevant **company's registration certificate: such documents shall be provided in English language**; in case the registration certificate issuing authority is not providing such a document in the above language, the company submitting the DDQ shall provide, under its responsibility, its own translation in English language of such document;
- The DDQ must be returned **typed, or legibly written in block capitals**;
- The indicated names of **all shareholders**, of **members of the Board of Directors**, and of **Officers** that shall have in charge the relationship with any SOFINTER GROUP company, shall be duly provided of the indication of date and place of birth; in case a shareholder is one or more company(s), the shareholding company(s) registration certificate(s) shall be provided, according to the above requirements about the registration certificates;
- Every required answer to question, or data/information provision, shall be fulfilled with no exception;
- **Every page from B1 to B6 shall be initialized**;
- **Pages A1 and B7 shall be dated, stamped and signed**, specifically is mandatory the indication of the signatory officer and is mandatory the provision of a readable copy of an ID or passport of the signatory officer.

☐ Differently from the above, the returned DDQ shall be considered as non-probative and unacceptable.

**Sofinter spa**

**Andrea ANCORA**

Head of Group Legal and Corporate Affairs Direction

Attachments: SOFINTER GROUP ANTICORRUPTION AND ANTI BRIBERY POLICY



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**SOFINTER GROUP  
ANTI-CORRUPTION  
COMPLIANCE MANUAL**

**REVIEW 2 APPROVED BY THE BOARD OF DIRECTORS MEETING HELD ON**

**MAY 25, 2018**

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**SOFINTER GROUP  
ANTI-CORRUPTION COMPLIANCE MANUAL**

**I. SOFINTER GROUP – ANTI-CORRUPTION POLICY**

In accordance with the Code of Ethics adopted by the Sofinter Group, the Sofinter Group is committed to operating in a lawful and ethical manner in performing all social activities. Therefore, it is the policy of Sofinter Group to forbid corruption in all forms, including (1) bribery of governmental officials (including government customers); (2) bribery of non-government customers; (3) bribery of Sofinter Group personnel by third parties; (4) facilitation payments; and (5) conflicts of interest involving Sofinter Group personnel.

In all dealings, regardless of the location of such dealings, the Sofinter Group, its officers, directors and employees, are subject to Italian Legislative Decree No. 231/2001 and all other applicable anti-corruption requirements, violations of which may result in punishment by substantial fine and/or prison. An allegation of a violation may itself result in significant adverse consequences for the Sofinter Group and any individuals involved in the alleged violation.

This Anti-Corruption Compliance Manual is intended, among other things, to ensure that the Sofinter Group and its personnel do not violate Italian Legislative Decree No. 231/2001 and applicable anti-corruption laws in other countries. The Sofinter Group is committed to complying with the anti-corruption laws and regulations of every nation in which it operates.

Sofinter Group personnel must not offer to give or give a Thing of Value to any third party in order to influence that party's decision of whether or not to award any type of business advantage to the Sofinter Group. Similarly, Sofinter Group personnel must not solicit or accept a Thing of Value from a third party that might influence the recipient to award any type of business advantage to the third party.

In order to effectuate Sofinter Group's commitment against corruption, the Company has adopted Anti-Corruption Procedures around certain high-risk activities, including giving and receiving hospitalities, providing and receiving payment of travel expenses, retaining third-party intermediaries, acquiring another entity or entering into a partnership, and making facilitation and personal safety payments. Sofinter Group personnel must abide by this Anti-Corruption Policy and all Anti-Corruption Procedures adopted by the Sofinter Group.

**II. SOFINTER GROUP – ANTI-CORRUPTION PROCEDURES**

**A. Concepts and Definitions**

1. Thing of Value

A Thing of Value is anything that would be considered valuable by the person receiving it; this includes both tangible items, such as cash, jewelry, and electronics, as well as intangible things such as employment or admission to a school. In compliance with Paragraph 6 of Protocol No. 10/COM/231, gifts with a value greater than 150.00 Euro or otherwise not permitted in the normal

use and custom of the country in which they are made and such as to compromise the integrity and reputation of one of the parties and to influence the autonomy of judgment of the recipient shall be always considered a Thing of Value.

## 2. Government Official

A Government Official is any individual, regardless of rank, working in any capacity for an entity owned or controlled by a government. For example, employees of National Oil Companies, such as Sinopec in China and Sonangol in Angola, are considered Government Officials, as are individuals who carry out government functions such as facilitating the clearance of customs and the issuance of visas.

The following individuals are Governmental Officials or treated as the same for purposes of this Manual:

- (a) An employee of a government;
- (b) An employee of an instrumentality of a government;
- (c) A person acting in an official capacity for or on behalf of a government or its instrumentality;
- (d) An employee of a state-owned or state-controlled company;
- (e) An official of a political party;
- (f) A candidate for political office;
- (g) An employee of a public international organization, such as the United Nations;
- (h) An immediate family member of any of the foregoing.

Sofinter Group personnel should contact the Administrator with questions about whether an individual is a Government Official.

## 3. Commercial Bribery

Commercial Bribery is the giving, offering, receiving and soliciting of anything of value to an employee of a non-governmental entity by an employee of another non-governmental entity in order to be awarded business or a business advantage. Commercial Bribery is illegal and forbidden by the Sofinter Group.

## 4. Facilitation Payments

Facilitation Payments are small payments for the performance of non-discretionary, administrative acts by government officials. The Sofinter Group is committed to compliance with the laws of all countries where it conducts business, and therefore prohibits its personnel from making Facilitation Payments.

## 5. Conflicts of Interest

A Conflict of Interest arises when personal interests interfere with, or appear to interfere with, an individual's ability to perform his or her job effectively and without bias. Sofinter Group employees, officers, and directors must avoid any action, association, interest, or investment that might give rise to a conflict of interest.

## 6. Administrator

The Administrator of the Anti-Corruption Policy and all Anti-Corruption Procedures is a figure within the Legal and Corporate Department of Sofinter Group, appointed by the Board of Directors. In this role, the Administrator shall also ensure the compliance with the internal policies of Sofinter Group.

The Administrator is responsible for providing specialized assistance in anti-corruption matter to the functions of Sofinter Group and its subsidiaries in Italy and abroad, according to what provided by Sofinter Group's organizational and regulatory instruments, including this Anti-Corruption Manual.

The Administrator shall be chosen among a manager or middle-manager of Sofinter Group subject to honor and moral standards.

In case of evident violations of the Anti-Corruption Manual or reports of risks of corruption, the Administrator will immediately inform the involved functions of Sofinter Group and the Supervisory Body.

In order to avoid any conflicts of interest, the manager or middle manager responsible for those sectors that are traditionally considered more exposed to the risk of corruption (eg purchasing, commercial, etc.) should not be appointed as Administrator.

The Administrator who is in a conflict of interest situation shall immediately inform the Supervisory Body, the Guarantor of the Code of Ethics and the Board of Directors, that if necessary will appoint a new Administrator.

### **B. Ensuring Compliance with the Anti-Corruption Policy and Procedures**

All Sofinter Group officers, the directors, and employees (“Sofinter Group Personnel”) are under an obligation to cooperate with Anti-Corruption Administrator and must comply with the Anti-Corruption Policy and Procedures.

Like all Sofinter Group policies and procedures, the Anti-Corruption Policy and Procedures should be read in conjunction with the Sofinter Group Code of Ethics and Protocols and the Organizational, Management and Control Model adopted by the Sofinter Group in compliance with Italian Legislative Decree No. 231/2001.

Sofinter Group personnel who have managerial oversight over other Group personnel have the additional responsibility of ensuring that such personnel also comply with the Anti-Corruption Policy and Procedures.

An electronic copy of the Manual, including eventual updated versions, will be emailed to all Sofinter Group personnel and published on the Intranet.

All Sofinter Group managers are required to formally acknowledge their understanding of the Anti-Corruption Policy and Procedures by signing the Acknowledgment Letter, which is attached as Appendix A. This acknowledgment procedure shall be carried out every time the Manual is updated.

The term “managers” is used to identify all the Company personnel who have decision-making powers/authority.

All Sofinter Group personnel are required to complete all in-person Anti-Corruption trainings assigned to them by the Sofinter Group.

All Sofinter Group personnel are obligated and required to immediately report or seek guidance on any suspected or actual violations of the Anti-Corruption Policy and Procedures. Sofinter Group personnel can report to or seek guidance from the Administrator tasked with overseeing the Sofinter Group' Anti-Corruption Policy and Procedures.

The Sofinter Group will not tolerate retaliation against Sofinter Group personnel who make good faith reports regarding ethical concerns.

### **C. Consequences of Violating the Anti-Corruption Policy and Procedures**

Sofinter Group takes seriously any violation of the Anti-Corruption Policy and Procedures. Sofinter Group personnel must immediately inform their direct superior, the Administrator and the Supervisory Body of any direct or indirect request made by a Public Official or private party for a payment (including a Facilitation Payment), for gifts, travel, meals and hospitality or entertainment expenses, employment, investment opportunities, personal discounts or other personal benefits for the Public Official or private party.

Any suspected or known violation of the Anti-Corruption Laws or of this Anti-Corruption Manual must be reported immediately to the employee's direct superior, to the Administrator, to the Supervisory Body and to the Guarantor of the Code of Ethics at the following e-mail addresses:

- [odv@sofinter.it](mailto:odv@sofinter.it)
- [odv@acboilers.com](mailto:odv@acboilers.com)
- [odv@iteaspa.com](mailto:odv@iteaspa.com)
- [odv@europower.it](mailto:odv@europower.it)
- [anti-corruption@sofinter.it](mailto:anti-corruption@sofinter.it)
- [ethicscode@sofinter.it](mailto:ethicscode@sofinter.it)

In accordance with Sofinter Group' disciplinary system, which was adopted by the Company Regulations in compliance with Article 7 of Italian Law No. 300/1970 and the National Collective Bargaining Agreement, the Sofinter Group is prepared to take action against employees and third parties who violate the Anti-Corruption Policy and Procedures, up to and including termination from employment.

The Sofinter Group may also take action against the violator's Manager if the Sofinter Group determines the Manager did not maintain appropriate oversight over the violator or take appropriate action to report the violator.

Individuals who violate the Anti-Corruption Policy and Procedures may also be subject to criminal prosecution by applicable law enforcement authorities.

### **D. Providing or Receiving Presents, Gifts, Meals and/or Entertainment**

Providing and receiving presents, gifts, meals, or entertainment are activities perfectly appropriate for a business relationship. However, these hospitalities can also corrupt a business relationship or give the appearance of corruption. Therefore, Sofinter Group personnel must abide by the

following procedures when providing hospitalities to or receiving hospitalities from anyone outside of the Sofinter Group.

### 1. Providing and Receiving Hospitalities

In compliance with Paragraph 4.7 of the Sofinter Group Code of Ethics, Sofinter Group personnel shall not:

- receive any form of payment from anyone for the performance of an official duty or an act that is contrary to official duties;
- give or receive, whether directly or indirectly, any form of presents, gifts, meals and/or entertainment, unless they are of little value and do not affect the Company's image;
- in the course of a business negotiation or relationship (including a commercial relationship) with the Public Administration in Italy, or any other country:
  - offer, whether directly or indirectly, employment and/or commercial opportunities in favor of Public Administration staff members involved in the negotiation or the relationship, or the family of those Public Administration staff members;
  - offer, whether directly or indirectly, any form of gift in favor of Public Administration staff involved in the negotiation or the relationship, or the family of those Public Administration staff members.

Further, and also in compliance with Paragraph 4.7 of the Sofinter Group Code of Ethics:

- Sofinter Group personnel in Italy and abroad are not permitted to give or offer to give, whether directly or indirectly, payments or gifts of any kind to Governmental Officials or private citizens, whether Italian or not, with whom the Company has a commercial relationship, or in general to public officials or to compensate or repay an act of their office, or an act contrary to the duties of their office;
- courtesies of little value, such as gifts or hospitality, and other forms of benefit (e.g., donations) are only permitted if they do not compromise the integrity and reputation of the parties and cannot be interpreted as acts aimed to obtain advantages and improper favors;
- in countries where it is customary to offer gifts as part of business, personnel may do so only if the gifts are of an appropriate nature and modest value. Gifts must comply with applicable laws and, if known, the commercial practice and code of ethics of the relevant company or entity;
- consistent with the requirements of Paragraph 10 of Protocol 10/COM/231, all gifts delivered by suppliers to personnel should be catalogued and recorded, indicating the sender, recipient, type, and content of the gift. This information must be reported to the Supervisory Board. All business gifts received by Sofinter Group personnel are considered gifts for the Sofinter Group, and the Sofinter Group retains the right to dispose of such gifts. This does not apply to minor gifts for advertising purposes that are of nominal value, such as blocks, commercial agendas, pens, and various gadgets with promotional logos or the like. Therefore, these minor gifts may be retained by the recipients. In compliance with the shared ethical principles, the Sofinter Group has decided that business gifts of non-negligible value that are received by personnel should be handled by the parent Company. The parent Company will determine what is done with such gifts, including possible donation to charity or re-distribution through a lottery among personnel.



### **E. Paying, Reimbursing, or Receiving Third Party Travel Costs**

Paying, reimbursing, or receiving travel costs may be viewed as an effort to improperly influence the actions of, corrupt, or gain an improper business advantage from a third party. Therefore, the Anti-Corruption Policy and certain procedures are applicable when Sofinter Group personnel are paying, reimbursing, or receiving travel costs to or from any third party outside of the Sofinter Group.

Sofinter Group personnel may only pay or receive travel costs for a commercially reasonable and commonly accepted legitimate business purpose, in compliance with the internal procedures of Sofinter Group.

Anytime Sofinter Group personnel pay for or reimburse the travel costs of a third party, or receive payment or reimbursement for their own travel costs from a third party, the following requirements must be met:

- the travel cost must be directly related to promoting, demonstrating, or explaining products or services, executing or performing a contract, or providing training to third parties;
- the travel cost must not be intended to improperly influence the recipient or be viewed as a bribe or payoff;
- the travel cost must be permitted under local law and consistent with generally accepted business practices and ethical standards.

### **F. Contributions**

#### 1. Political Contributions

In compliance with Paragraph 4.5 of the Sofinter Group Code of Ethics, Sofinter Group prohibits Sofinter group personnel from using Sofinter Group funds, facilities, or services to make donations of any kind, whether directly or indirectly, to political parties, movements, committees, political organizations, unions, or their representatives or candidates, in Italy or abroad.

Sofinter Group personnel may make political contributions in their *personal capacity* without the use of Sofinter group funds. Personal political contributions cannot be made in the Sofinter Group' name and cannot be made to obtain or retain business for the Sofinter Group, obtain an improper advantage for the Sofinter Group, or direct business to a third party.

#### 2. Charitable Contributions and Sponsorships

Sofinter Group personnel may not make or solicit a charitable contribution in order to be granted or to grant a business advantage. Pursuant to Paragraph 4.8 of the Sofinter Group Code of Ethics, the Sofinter Group may support non-profit work in the community where it operates as a way of demonstrating its commitment to activities that serve the public interest from an ethical, legal and social standpoint. In accordance with the Principles of the Sofinter Group, donations may be made to non-profit organizations operating with proper bylaws that contribute considerable cultural value or benefit nationwide.

Sponsorship of an event, perhaps related to social issues, sports, entertainment, art or culture, shall only occur when the quality of the event is guaranteed.

All charitable contributions and sponsorships made by the Sofinter Group must be made in compliance with the relevant procedures in Protocol 15/RU-O/231.

### **G. Using an Intermediary and Entering into a Joint Venture**

An intermediary is a third party authorized to act, directly or indirectly, on behalf of the Sofinter Group in its dealings with a Government Official.

A joint venture is a partnership that the Sofinter Group enters into with another entity, thereby creating a third entity that is jointly owned by the Sofinter Group and its partner.

#### **1. Due Diligence**

The Sofinter Group may be held liable if an intermediary or joint venture partner engages in corruption. Even absent liability, Sofinter Group's reputation can be severely harmed by the conduct of intermediaries and joint venture partners. Therefore, all prospective intermediaries and joint venture partners must undergo due diligence and obtain approval by the Administrator before engaging in work on behalf of the Sofinter Group.

Sofinter Group personnel who seek to use an intermediary or joint venture partner must ensure that the intermediary and partner fill out the Sofinter Group Due Diligence Questionnaire, which is attached as Appendix B. The Questionnaire must be submitted to the Administrator who then is responsible for verifying the information and approving the use of the intermediary and joint venture partner.

The Sofinter Group may endeavor to include audit rights in agreements with intermediaries and partners. Sample audit rights language is included in Appendix C.

#### **2. Monitoring Intermediaries**

Once the Sofinter Group has entered into a business relationship with an intermediary or formed a joint venture, Sofinter Group personnel using the intermediary or engaging with the joint venture must monitor all activity to ensure compliance with Sofinter Group's Anti-Corruption Policy.

Sofinter Group personnel must immediately notify the Administrator if there is reason to believe that an intermediary or joint venture partner has engaged in or will engage in behavior that violates Sofinter Group's Anti-Corruption Policy.

### **H. Acquisitions**

From time to time, the Sofinter Group may consider acquiring another company. Acquisitions create the potential for risk because the Sofinter Group may be liable for the actions of the acquired company. Therefore, the Sofinter Group must be careful not to acquire or partner with an entity that poses a corruption risk.

### 1. Due Diligence

Before the acquisition or partnership is approved, all acquisition or partnership targets must undergo due diligence and obtain approval, for the purpose of this manual, by the Administrator.

The acquisition target must complete the Sofinter Group Due Diligence Questionnaire. The Questionnaire is submitted to the Administrator who then is responsible for verifying the information provided.

### 2. Ongoing Monitoring

Once the Sofinter Group has completed an acquisition, Sofinter Group personnel working with the acquired company or party must engage in ongoing monitoring to ensure continuing compliance with the Sofinter Group Anti-Corruption Policy.

Sofinter Group personnel are responsible for notifying the Administrator if there is reason to believe the entity has engaged in, or will engage in, behavior that is not in accordance with the Sofinter Group Anti-Corruption Policy.

#### **I. Prohibition on Making Facilitation Payments**

Sofinter Group personnel are prohibited from making Facilitation Payments, which include, but are not limited to, small payments to get through immigration, cause goods to clear customs, ensure a shipment is unloaded in a reasonable time, and obtain a license or permit. Sofinter Group is committed to complying with the laws of all countries where it conducts business, and therefore prohibits Sofinter Group personnel from making Facilitating Payments.

However, in dire or intractable circumstances, issues related to facilitation payments should be escalated to the level of the Administrator for further discussion provided as an exception to the general “prohibition on making facilitation payments”. It should be noted that such payments may be allowed only in exceptional circumstances, for example physical threat, and together with prior approval (when feasible), notice/reporting, and recording requirements.

#### **J. Making Personal Safety Payments**

When Sofinter Group personnel are confronted with a dangerous situation, Personal Safety Payments made to avoid physical harm or the unwarranted confiscation of personal property may be acceptable. However, as soon as possible after the danger has passed, Sofinter Group personnel must report to the Administrator that they have made a Personal Safety Payment. Sofinter Group personnel must also provide written records of the amount of the payment, means of payment, names of recipient(s), and circumstances of the payment.

### **K. Maintaining Accurate Business Records**

The Sofinter Group complies with strict accounting and recordkeeping requirements. All business records must be accurately recorded, maintained, and reported with sufficient detail to include all transactions and dispositions of assets.

All Sofinter Group transactions must have supporting documentation. The Sofinter Group prohibits false, misleading, or incomplete business records; this includes a prohibition on undisclosed or unrecorded payments, assets, or accounts.

### **L. Conflicts of Interest**

Pursuant to Paragraph 2.3 of the Sofinter Group Code of Ethics, in performing their duties, personnel shall refrain from undertaking activities that are not in the interest of the Group.

Outside of work hours and away from the work place, personnel may engage in activities that are different from those undertaken in the interest of the Group, so long as these activities are lawful and compatible with the obligations of their position at the Group.

Personnel must avoid all activities that constitute a conflict of interest with the Group. Specific concern should be paid to personal or familial interests that could influence personnel members' ability to independently perform their duties and serve the best interests of the Group.

Personnel are required to report any situations causing a true or potential conflict of interest to the Administrator.

For example, situations giving rise to a conflict of interest may include, but are not limited to, the following:

- exploiting one's own position to advance one's own interests, or the interests of third parties, which are in conflict with those of the Group;
- using information obtained while undertaking work-related activities to one's own advantage or to the advantage of third parties;
- holding stakes or interests in suppliers, clients or competitors of the Group;
- holding jobs or positions of any kind (e.g., Director, Auditor, Internal Auditor, Consultant) with suppliers, clients, or competitors of the Group;
- seeking employment at the Group for relatives.

As far as the last point is concerned, applications submitted by relatives of personnel will be considered in the same way all applications are considered.

Upon filing a job application, applicants must contemporaneously report any relationship to Sofinter Group personnel. Such personnel are prohibited from participating, either directly or indirectly, in any hiring process that involves relatives.

Furthermore, procedures provided in Protocol No. 01/RU-O/231 for the prevention and

management of conflicts of interest shall apply to recruitment of personnel, promotions from business executive (*quadro*) to manager (*dirigente*), changes in personnel's position/role within the Sofinter Group, and appointment of personnel to the Supervisory Body.

**APPENDIX A**

**ACKNOWLEDGMENT LETTER OF COMPLIANCE WITH  
SOFINTER GROUP ANTI-CORRUPTION MANUAL**

I \_\_\_\_\_ have read Sofinter Group Anti-Corruption Manual and acknowledge my understanding of Sofinter Group Anti-Corruption Policy. I agree to comply with Sofinter Group Anti-Corruption Policy and others documents of Corporate Compliance Program.

I have the duty to report suspected Manual violations through the designated reporting channels.

I acknowledge that violation of the Sofinter Group Anti-Corruption Policy and others documents of Corporate Compliance Program may result in disciplinary action, up to and including termination of the employment contract in accordance with applicable law.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B**

**SOFINTER GROUP DUE DILIGENCE QUESTIONNAIRE**

*(To Be Completed by Prospective Intermediary, Acquired Company or Partner)*

The Sofinter Group takes seriously its compliance with anti-corruption and trade control laws around the world. To comply with its obligations under these laws, the Sofinter Group requires prospective third-party intermediaries, acquired companies, and partners to (i) provide certain information for Sofinter Group’ review, and (ii) sign a letter acknowledging understanding of and compliance with Sofinter Group’ Anti-Corruption Policy and associated procedures.

Accordingly, the Sofinter Group requests that you please answer all of the questions below as fully and accurately as possible.

For any answer requiring more space than is provided, please attach the complete answer on a separate sheet of paper. Please attach all requested additional documents to this completed response. If a question is not applicable, or if you do not know the answer, please indicate this in your response and provide a short explanation. Please note that incomplete or vague responses will result in delays in the review process as follow-up inquiries will be conducted. Please contact the Sofinter Group Managing Director with any questions.

1. General Information

- a. Name: \_\_\_\_\_
  
- b. Business Address (including street address and mailing address):  
\_\_\_\_\_  
\_\_\_\_\_
  
- c. Telephone: \_\_\_\_\_
  
- d. Fax: \_\_\_\_\_
  
- e. E-mail: \_\_\_\_\_
  
- f. Bank Name, Bank Address, and Currency of Account:  
\_\_\_\_\_  
\_\_\_\_\_

2. Business Information

a. If you are completing this Questionnaire on behalf of a corporate entity or other organization, please provide copies of your commercial registration and charter documents for both the country in which you are incorporated *and the country of intended activity*, if different.

b. Number of employees: \_\_\_\_\_  
(Please provide a complete organizational chart if one exists)

c. Your principal lines of business, including current customers and current products being represented or distributed:

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d. Other locations of business:

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e. Does your company conduct trade (including imports or exports) or any other form of business with any of the following countries, or is your company owned and/or controlled by any entity (private or governmental) from any of the following countries (check all that apply):

- |                                      |                                |                               |
|--------------------------------------|--------------------------------|-------------------------------|
| <input type="checkbox"/> Cuba        | <input type="checkbox"/> Sudan | <input type="checkbox"/> Iran |
| <input type="checkbox"/> North Korea | <input type="checkbox"/> Syria |                               |

If yes, please describe the nature and extent of any trade or business in those country (ies), and/or specify the percentage of ownership and/or control by any entity from any of those countries.

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f. Approximate annual revenue in the last five years (check as appropriate):

- |  |  |
|--|--|
| <input type="checkbox"/> €10,000             | <input type="checkbox"/> €500,000 to 1,000,000 |
| <input type="checkbox"/> €10,000 to 100,000  | <input type="checkbox"/> Over €1,000,000       |
| <input type="checkbox"/> €100,000 to 500,000 |  |

3. Ownership and Management

a. If a company, are you publicly held? Yes No



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If yes, please attach a copy of your most recent public filing showing the company's shareholders, partners, or owners. If this filing does not list major (>5%) shareholders, please provide the full name of each major shareholder (public and non-public) along with their current nationality.

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If no, please provide the full name, percentage of ownership, and current nationality of each of your direct and indirect owners and partners. Indirect owners include persons who do not own shares of the company directly, but benefit from another party's ownership of shares, including, for example: (i) one party holding shares in the name or on account of another party, or (ii) one party holding the shares, but promising to include the other party (an indirect owner) in the proceeds upon selling the shares. If any of the shareholders are a company, list the ultimate beneficial owners and any intermediate shareholder entities or individuals.

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- b. List the full name and current nationality of each member of your board of directors.

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- c. List the names, titles, and current nationalities of all officers, directors, shareholders, managers, and other employees who will be conducting activities on behalf of Sofinter Group.

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- d. Do any of the persons listed above hold director, officer, or other management positions with other companies or entities? Yes No

If yes, please provide the name of each company or entity and the relevant person's job title.

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- e. Does any individual and/or entity identified on the list of “Specially Designated Nationals” (available at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>) own or control any interest in your company or business? Yes No

If yes, please provide the name of the individual(s) and/or entity (ies) and specify the percentage of ownership and/or control for each.

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4. Government Relationships

- a. Are any persons, or their family members, identified in response to question 3:
- (i) Current officials, employees, or representatives of any government, including any government ministry, agency or government-owned or controlled entity?  
Yes No
  - (ii) Current officials, employees, or representatives of any public international organization (such as the United Nations, the World Bank, or the International Monetary Fund)? Yes No
  - (iii) Current officials, employees, or representatives of any political party, or a candidate for any political office? Yes No
  - (iv) Former officials of any of the above-described government bodies, enterprises, political parties, or public international organizations?  
Yes No
  - (v) Involved in any business relationship, including acting as an agent or consultant for, or holding common ownership of any business enterprise or partnership with, any current official (or close family member) of the government, including any government ministry, agency, or government-owned or controlled entity?  
Yes No

(vi) Current employees of Sofinter Group?

Yes No

(vii) In a position (formally or informally, directly or indirectly) to exercise influence over the purchasing decisions of any government-owned or controlled entity (such as a government-owned oil company), including by virtue of holding a leadership position in a political party? If the answer to any of (i) through (v) is yes, provide details, including:

The name of the relevant individual, and the full name of the government body, company, or party position:

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A description of the individual's official responsibilities:

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The individual's dates of service (current and past):

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c. For each individual answering yes to any of Section a above, please indicate whether such individual is able to lawfully conduct activities on behalf of Sofinter Group under local law.

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5. Commercial References

a. Please provide at least 3 references. For each reference, include contact name and telephone, fax, and/or e-mail information.

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6. Compliance with Applicable Laws

a. In the last 5 years, has your company been involved in any government audit, investigation, or enforcement action, or has your company filed any disclosure of actual or potential violations of any economic sanctions, import or export controls,

international boycotts, anti-corruption laws, anti-money laundering laws, or other applicable criminal laws? Yes No

If yes, describe the action and how the issue was resolved? (i.e., fines, settlement, etc.)

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- b. Is your company aware of any actual or potential violation by the company, its personnel, or any of its affiliates of any of the areas listed above? Yes No

If yes, please explain.

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- c. Have you, your company, or any principal officers, directors, or shareholders ever been investigated or charged with any offense, including bribery, kick-backs, corruption, money laundering, or conflicts of interest? Yes No

If yes, provide details.

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- d. Does your company have a code of conduct, anti-corruption compliance policies, export compliance policies, a system of internal accounting controls, and/or any other compliance-related policies, whether formal or informal, applicable to your business and your employees? Yes No

If yes, provide copies of any anti-corruption compliance policies, export compliance policies, and code of conduct currently in force.

7. Use of Subcontractors or Subagents

- a. Does your company intend to use any subcontractors or subagents on work performed for Sofinter Group? Yes No

If yes, please provide the following information regarding these subcontractors or subagents:

- (i) Name and address;

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- (ii) A full description of the work that will be performed;
- (iii) Ownership structure;
- (iv) Whether the subcontractors or subagents have any government relationships (as described in Sections 4.a and 4.b above).

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- 8. Review of Company Policies; Annual Acknowledgement and Certification
  - a. Please review Sofinter Group Anti-Corruption Manual and share it with all personnel who may work with Sofinter Group.
  - b. Please review and sign the letter acknowledging compliance with Sofinter Group’ Anti-Corruption Policies and associated procedures.

**Certification**

By signing the below, I certify that (1) all the information submitted on the above Questionnaire is accurate and complete, and (2) I have read and understand Sofinter Group’ Anti-Corruption Policy and expressly agree to abide by it in conducting business with and on behalf of Sofinter Group. I acknowledge that I have the authority to sign this document.

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C**

**SAMPLE AUDIT RIGHTS LANGUAGE FOR PROSPECTIVE PARTNERS**

For the purpose of audit, the Consultant shall keep all documents related to this Agreement for 5 (five) years after its termination or expiry. The Company or any other person indicated by the Company shall have the right to examine and copy all accounts and records related to this Agreement for the purpose of audit. Furthermore, should the Company require, the Consultant shall present within 5 (five) days information concerning Consultant's control structure and shareholders. Should any work under this Agreement be subcontracted by the Consultant in accordance with Article XX, the Consultant shall include the same Company's right of audit as indicated in this Article in its subcontracts. Furthermore, the right of audit shall be also extended for the purpose to control whether the Consultant complies with the transparency undertaking as per Article XX of this Agreement. The breach of this obligation by the Consultant shall be considered a material breach of this Agreement and, without prejudice to the Company's right to terminate this Agreement for Consultant's default and any other remedies provided in this Agreement or applicable law, the Consultant shall indemnify and hold harmless the Company for any and all damages and costs due to infringement of the above obligation.