

ETHICS CLAUSE

Relating to agreements with Suppliers (Legal Entities)

With the signing of the Supply Agreement and/or agreement to which the present Ethics Clause (“EC”) refers, and howsoever with the assumption of any obligation in the interest of Albatrans S.p.A., the Supplier is obligated to:

1. Respect the laws and regulations of the Countries where the Supplier operates;
2. Not to disclose to third parties nor use for their own benefit nor the advantage of anyone else, directly or indirectly, any confidential information or trade secrets of any kind, unless authorized by Albatrans S.p.A.;
3. Take all possible precautions in processing, discussion or transmission of sensitive or confidential information that might damage Albatrans S.p.A., its employees and customers;
4. Immediately report to Albatrans S.p.A. any situation of a potential conflict of interest that comes to his awareness and involves an employee and/or administrator of Albatrans S.p.A., and where the self-interest of the same employee and/or administrator improperly interferes with the interests of Albatrans S.p.A.;
5. Comply with the laws relating to fair competition and antitrust regulations;
6. Avoid any form of corruption with respect to the members of the Governing Bodies, executives and employees of Albatrans S.p.A.;
7. Employ only workers who meet the legal minimum age requirements in force in the Country where they are employed;
8. Prohibit any form of forced or compulsory labour;
9. Treat each employee with dignity and respect and not engage in nor allow any form of harassment;
10. Respect equal opportunities in the hiring stage, during the employment relationship and in remuneration. Do not allow discrimination based on race, gender, sexual orientation, national or ethnic background, disability or any other classification protected by law;
11. Ensure the safety and wholesomeness of the workplace, ensuring the minimum standards prescribed by regulations; introduce directives and procedures for safety and health at the workplace and make them known to employees in order to reduce or prevent injuries and occupational diseases; establish adequate procedures for emergency management, such as fires and natural disasters;
12. Remunerate their own employees adequately, guaranteeing the minimum wages established by law or a Collective Bargaining Labour Agreement (CCNL), provide the employee with the social benefits provided for by law and comply with laws concerning work and overtime hours;
13. Respect freedom of association and the right to collective bargaining and all other rights in the workplace reserved for employees;
14. Comply with all the applicable laws relating to the environment and seek solutions that allow energy savings, reduction of waste and the use of hazardous substances, and minimize any adverse effect on the environment. Also, develop procedures aimed at regulating the transport and storage as well as the environmentally safe treatment and disposal of waste;

15. Implement a management system that ensures the identification of operational risk and determine preventive measures aimed at mitigating exposure levels. Ensure also that the accounting records comply with laws so as to reflect, accurately and faithfully, transactions, assets and liabilities, revenues and expenses and so that they do not contain false and misleading items;

16. Ensure proper use of computer systems, in particular in the transmission of documents to the Organisation of Albatrans S.p.A., and prevent the commission of offences provided under ex Leg. Decree 231/01 by the use thereof;

17. Promote respect for the principles contained in this EC also from their own suppliers;

18. Recommend using their own Ethics Code (or another instrument howsoever named) to the people operating within their organisation with respect to the laws and regulation of the Countries where the Supplier operates;

19. Promptly inform Albatrans S.p.A. in writing about:

- a. Any failure to implement what is stated in paragraph 18;
- b. Any investigative proceedings for an administrative offence under ex Leg. Decree 231/01 initiated against the same Supplier;
- c. Any interim injunction against the same Supplier issued for an offence committed by a person operating within their organisation based on the cited Decree;
- d. Any sentence even from a lower court against the Supplier for administrative offences pursuant to the same Decree.

If the supplier does not fulfill the obligations contemplated under this EC or that have their source therein or if the circumstances set out under a), c) and d) of paragraph 19 should occur, Albatrans S.p.A. may terminate the agreement at its own discretion and any other work relationship with the Supplier pursuant to Art. 1456 c.c. by giving simple written notice by registered mail or by email to the certified email address that the undersigned is obliged to provide.

Albatrans S.p.A. may also terminate the agreement at its own discretion, and any other work relationship with the Supplier, in the same manner as above if the information provided by the latter according to or on the basis of this EC, at the undisputable discretion of Albatrans S.p.A., creates a discrepancy with the principles expressed in this EC.

A breach of the standards contained in this EC leads to an irreparable break in the relationship of transparency, loyalty and professionalism which binds the supplier to Albatrans S.p.A.

Albatrans S.p.A. is committed to provide suitable dissemination of the standards contained in this EC to all the suppliers engaged, whenever it is deemed useful, by publication on its website.

Albatrans S.p.A. will also inform the Supplier of any amendment or supplement, including of a legislative nature.

Date: _____

Stamp and signature of a Legal Representative of the Supplier: _____