

## Annex I – Business Partners anti-bribery requirements

Chiesi<sup>2</sup> takes a zero-tolerance approach to (actual or perceived) bribery conduct/activities, without exception.

Chiesi prohibits all forms of bribery, corruption, extortion, embezzlement and facilitation payments.

Chiesi, in particular, **FORBIDS** Chiesi People<sup>3</sup> and Business Partners<sup>4</sup>

- from **offering, promising, giving, paying** directly or indirectly – or **authorizing** somebody to do so – an economic advantage or any other financial or in kind benefit in favour of a Public Officer or third-party (“active bribery”); or
- from **accepting** a request or solicitation, or **authorizing** someone to accept a request or solicitation, concerning an economic advantage or any other financial or in kind benefit from a Public Officer or third party (“passive bribery”);

### when such activities are aimed at

- **inducing or influencing** a Public Officer to carry out, in an improper manner, any public function or undertake an official act (or an omission) or to take any further decision by infringing a public duty; or
- **compensating** the same Public Officer for the fulfilment of a public duty; or
- **inducing or influencing** a third party (including Chiesi People) to carry out any activity related to a business: **(i)** by infringing the duties pertaining to the private office held or **(ii)** for the purpose of obtaining an improper business and/or competitive advantage; or
- in any case, **violating** anti-bribery Applicable Laws<sup>5</sup>.

*With the signature of the relevant agreement with Chiesi, the Business Partner declares to know, and commits to comply with, anti-bribery laws and Annex I of Chiesi Anti-bribery Policy and declares to have adopted and implemented and commits to effectively keep, as long as the agreement lasts, adequate measures and procedures aimed at preventing the commission, even attempted, of acts in violation of anti-bribery laws by its directors, representatives, employees, collaborators and/or whoever acts on its behalf and to have defined adequate training programs to properly communicate such measures and procedures.*

In light of the above, to be compliant with Chiesi anti-bribery requirements, Business Partners must warrant that:

- **no bribery will be made in order to execute or support the execution of the services contracted with Chiesi;**
- **amounts received based on the written agreement will be exclusively used as a compensation for the activity carried out and the same amount (in whole or in part) will not be used to commit**

<sup>2</sup> Chiesi: Chiesi Farmaceutici S.p.A. and all the relevant Affiliates.

<sup>3</sup> Chiesi People: any legal representative, director, manager or employee of Chiesi.

<sup>4</sup> Business Partners: any external person or legal entity with whom Chiesi has, or plans to establish, some form of business relationship, including those who: (i) act on behalf (in any capacity) of Chiesi or in the name and on behalf of Chiesi (e.g. Joint Venture, mediator, intermediaries, distributors, dealers, agents, franchisee, etc.); (ii) provide goods and/or services (e.g. intellectual services, general services) for Chiesi (Business Partners also include healthcare professionals and healthcare organisations).

<sup>5</sup> Applicable Laws: any laws and regulations (including civil and criminal Codes and specific laws regulating bribery and corruption and related matters, as well as laws ratifying international conventions that prohibit bribery of Public Officers and private-to-private bribery) applicable to Chiesi and/or Chiesi Affiliates.

## **bribery activities;**

- any third-party entitled to carry out part of the services on its behalf shall sign a written agreement, which **includes anti-bribery provisions (at least) equivalent to those entered into between Chiesi and the Business Partner;**
- **Business Partners will not enter into direct agreements with Chiesi directors, legal representative or employees** (in violation of anti-bribery Applicable Laws);
- Chiesi has the right to **audit Business Partners** (at the time and conditions agreed from time to time with the relevant Business Partner) in order to verify the fulfilment of the provisions set forth under this Annex I;
- Business Partner will **keep accurate and trustworthy accounting records**, registries and other documents sufficient to demonstrate compliance with this Annex I, the agreement entered into with Chiesi and accounting Applicable Laws;
- Business Partners will always **inform the relevant primary contact in Chiesi and Affiliate's Compliance Function**<sup>6</sup> (at the email address reported in the agreement) about:
  - any actual, believed or suspected activity which may entail bribery in relation to the execution of the agreement entered into with Chiesi (including, but not limited to, any request/promise/offer/donation of money, commission, compensation or rewards in kind received by Public Officers, third-parties or Chiesi directors, legal representatives or employees in relation to the activities connected to the agreement);
  - any investigation and/or law-suit or other procedure involving the Business Partner in relation to bribery or corruption.

<sup>6</sup> Affiliates' Compliance Function: the local compliance manager/officer (or any further equivalent function) appointed by each Affiliates of the Chiesi Group, who is also in charge of managing implementation of the Group Anti-bribery Policy and Chiesi Anti-bribery Management System requirements (as integrated in the Group Anti-bribery Policy) at local level.