

Anti-Corruption Policy

of SEA Vision S.r.l.

Approved by the Board of Directors of SEA Vision S.r.l. on 29th September 2023



OBJECTIVE

One of the key factors of the reputation of SEA Vision S.r.l. and its Subsidiaries (hereafter “**SEA Vision Group**” or the “**Group**”) is its ability to conduct its business with professionalism, loyalty, fairness, transparency, honesty and integrity, in compliance with the applicable laws and regulations, as well as similar mandatory requirements, international standards and domestic and foreign guidelines that apply to the activities of SEA Vision Group.

In general terms, it is unlawful under the Anti-Corruption Laws for SEA Vision Group Personnel, Business Partners or any individual carrying out activities for the benefit or on behalf of the Group, to promise, offer, pay or accept, either directly or indirectly, money or any other financial benefit or advance for the purpose of securing an unfair advantage in relation to business activities or obtaining or maintaining a transaction.

This Anti-Corruption Policy:

1. is inspired by the principles of behavior described in SEA Vision's Code of Ethics;
2. is intended to provide a systematic reference framework to the anti-corruption standards;
3. aims to provide all SEA Vision Group Personnel with the rules to follow to ensure compliance with Anti-Corruption Laws.

SCOPE OF APPLICATION

The procedures set out in this policy apply to SEA Vision S.r.l. (hereinafter “**SEA Vision**”), as well as its Subsidiaries, as defined in the Organisational, Management and Control Model of SEA Vision (hereinafter also “**Model**”).

This Anti-Corruption Policy is brought to the attention of Subsidiaries, in order to promote behaviors and information flows consistent with those expressed by SEA Vision and the Subsidiaries. The Group shall use its influence, however reasonable under the circumstances, to ensure that companies, entities in which SEA Vision has a non-controlling stake and Business Partners meet the principles set out in this Anti-Corruption Policy, adopting and maintaining an appropriate internal control system in accordance with the requirements set out in the Anti-Corruption Laws.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.

REFERENCES



External

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

- OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 1997 (whose executive rules have become fully effective in Italy since 2001);
- the United Nations Convention against Corruption, adopted by the General Assembly on 31 October 2003 and ratified in Italy by Law No. 116 of 2009;
- Legislative Decree 231/2001 containing "*The regulation of the administrative responsibility of the juridical persons, of the companies and the association also without juridical personality, pursuant to article 11 of the Law issued on 29 September 2000, no. 300*";
- the Italian Criminal Code and Articles 2635 and 2635 *bis* of the Italian Civil Code;
- the French Criminal Code "Code pénal" and the law "Sapin II" (*LOI no 2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*);
- the Spanish law "*Ley Organica*" n.5 of 22 June 2010;
- the "Bribery Act", issued in the United Kingdom of Great Britain and Northern Ireland in July 2011 and its Guidance issued by the UK Department of Justice;
- the Brazilian law "*Dec 8.420/2015 - Decreto Do Executivo - 18/03/2015*" which regulates Law No. 12.846 of 01/08/2013 on the administrative responsibility of legal entities for the practice of acts against the national or foreign public administration and provides other provisions;
- the Russian Code of Administrative Crimes ("*КоАП РФ*");
- the U.S. Law "*the Foreign Corrupt Practices Act (FCPA) of the United States of America*" of 1977 and subsequent amendments;
- any other anti-corruption law and international anti-corruption treaties currently in force.

Internal

- the Code of Ethics of SEA Vision;
- SEA Vision's Organisational, Management and Control Model and the company which belongs to the Group;



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- any corporate rule that updates and/or supplements its provisions;
 - the regulatory documents in force within the Group on matters related to the purpose of this Policy, if they are not inconsistent with the provisions of this;
 - with regard to the Subsidiaries of the Company, any addition/supplementing documents issued, related to Group regulations.

DEFINITIONS

The following definitions shall apply for the purposes of this procedure:

Business Partner: any non-dependent third party that receives or provides products or services from or for the SEA Vision Group, or which acts on behalf of the Group, or which is likely to have Significant Contact (as defined below) in performing tasks on behalf of the Group (e.g., Joint Venture, Consultants, Suppliers, Agents, etc.).

Consultant: an independent individual or legal entity that works on behalf of a company which belongs to the SEA Vision Group for the purpose of providing specialist advise, or services of intellectual nature, used by the SEA Vision Group to support management decisions.

Significant Contact: any direct or indirect contact relating to:

- any relationship with a body or officer belonging to any legislative, executive, administrative or judicial power, or responsible for other public functions, or member of any political party or international public organisation;
- any involvement in any survey, inspection, control, assessment, procedure for granting any license, permit or registration by the public administration or similar administrative, regulatory or executive action;
- any potential or actual contract with a public administration, or other operations or activities involving a public administrative body or other legal entity owned or controlled by a public administration, political party or international public organisation;
- payment in relation to entertainment and training, reimbursement of expenses or gifts to a Public Official or a private party;
- any other negotiation, agreement or meeting with an administrative body, international public organisation or Public Official (as defined below), with the exception of meetings that do not procure any advantage whatsoever to the Group, if these meetings are held with a Public Official acting in



his/her official, administrative or legal role, and for the purpose of requesting an interpretation or opinion as to the application of standards, or an explanation of procedures, presenting documents to the administration or the legal aspects of a private transaction and similar activities; and

- any contact with private parties that are Apicals, or parties subject to the management or supervision of an Apical (as defined in the Model) within a company or consortium that might entail the settlement, receipt or promise of money or other benefit, whether for such party or for others, in order to commit or omit acts in violation of obligations intrinsic to the office of these parties, to the detriment of the company to which they belong.

Subsidiary: any entity directly or indirectly controlled by SEA Vision or by one of its Subsidiaries.

Due Diligence: in the context of anti-corruption, the detailed preliminary audit of significant aspects of compliance with the required anticorruption conditions adopted by SEA Vision Group with reference to the procedures in force.

Facilitation Payment: small unofficial payments made to a Public Official or other third party, in order to secure, ease, favor or ensure the performance of a routine activity, necessary action or an act included within the scope of the duties of such Public Official or third party.

Family Member: the Public Official's spouse or persons charged with a Public Service; the grandparents, parents, brothers and sisters, children, nephews and nieces, uncles and aunts and first cousins of the Public Official or of the person charged with a Public Service and/or his/her spouse; the spouse of any of these people; any other party residing with these persons; the spouse of the private party involved in the Significant Contact; the grandparents, parents, brothers and sisters, children, nephews and nieces, uncles and aunts and first cousins of the private party involved in the Significant Contact and his or her spouse; and any other party residing with these persons.

Supplier: the economic operator (physical person, legal person or corporate group) potentially compliant with mandatory requirement for the supply of goods, works and services, according to the definitions set out in the SEA Vision Group Anti-Corruption Corporate Rules applied by the SEA Vision Group.

Contract Manager: is responsible for the correct contractual execution and related technical-operational and economic control of the works, services and supplies. In addition, it represents the reference, within the companies of the SEA Vision Group and to third parties of the contracts concluded for which it is in charge.



SEA Vision: SEA Vision S.r.l. with registered office in Italy, via Treves n.9E, 27100, Pavia (PV)

Agent and Business Developer: a physical person or independent company whose services the SEA Vision Group intends to use in order to: (i) promote the commercial interests of the SEA Vision Group; (ii) facilitate the conclusion and/or execution of contracts with third parties; and/or (iii) procure business contacts to SEA Vision Group or introduce the SEA Vision Group to one or more other parties for business purposes.

Anti-Corruption Laws: the Italian criminal code, the Italian Law No. 190 of 6 November 2012, the Italian Legislative Decree No. 231/2001 as well as the other applicable law, other public and commercial laws against corruption in force worldwide and international anti-corruption treaties and conventions, which prohibit bribery of Public Officials and between private parties, such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption.

Administrative Body: the Board of Directors of SEA Vision S.r.l. as well as the administrative body of the Subsidiaries.

Supervisory Body: the Supervisory Body of SEA Vision S.r.l., as defined in the Model adopted by SEA Vision S.r.l. as well as the Supervisory Body of the Subsidiaries appointed pursuant to Legislative Decree no. 231 of 2001 or the corresponding supervisory body or entity appointed in accordance with the provisions of the legal system where the Subsidiary operates.

Personnel at Risk: any SEA Vision Group business unit or project manager who:

- a) is likely to have Significant Contact with a Public Official and/or private party, in connection with his/ her work activity;
- b) oversees employees or Business Partners that are likely to have Significant Contact;
- c) may execute an agreement with third parties on behalf of SEA Vision Group company, or has significant influence on the decision-making process in relation to the fulfilment and execution of such agreements;
- d) is involved in processes of internal controls or other activities governed by the Anti-Corruption Laws;
- e) any SEA Vision Group employee identified as at risk by a business unit manager or project manager in any one of the above categories.



SEA Vision Group Personnel: any Addressee, as defined in the Model adopted by SEA Vision and its Subsidiaries.

Public Official:

- a) any person exercising a legislative, judicial or administrative public function;
- b) any person acting in an official capacity in the interests or on behalf of (i) a national, regional or local public administration; (ii) an agency, office or body of the United Kingdom, of the European Union or foreign, national, regional or local public administration; (iii) a company owned, controlled or invested in by an Italian or foreign public administration; (iv) an international public organisation, such as 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 Organisation; or (v) a political party, a member of a political party or a candidate for a political role, in Italy or abroad;
- c) any person charged with a public service, i.e., who, in any capacity, provides a public service, where “public service” is intended as an activity that is regulated in the same way as a public function, but lacks the powers typically associated with the latter. Performing simple ordering tasks and the mere provision of material activity are not included.

SEA Vision Group Anti-Corruption Corporate Rules: the operating procedures and instructions or contractual instruments (hereinafter also “**Corporate Rules**”) that are also established within the relevant processes to prevent corruption-related risks, with reference to the sensitive activities indicated in the SEA Vision Model and in the Models of the Subsidiaries relating to crimes of bribery, including this Policy and procedures concerning the following items:

- management of relations with the Public Administration;
- public or anonymous reports;
- donations and entertainment expenses;
- Joint Venture contracts;
- brokerage contracts;
- contractual clause standards in respect of the administrative liability of the Company for administrative offences depending on crime;
- anti-corruption measures in the internal regulations governing acquisitions, disposals and rental of property;



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- management of transactions for the purchase, sale and leasing of companies and/or company's business units;
 - appointment of external legal staff;
 - procurement from third parties of consultancy and professional services;
 - sponsorship contracts;
 - anti-corruption measures in the internal regulations governing personnel selection;
 - off-site transfers and services;
 - anti-corruption measures in the internal accounting regulations;
 - anti-corruption measures in the internal regulations governing Business Partner selection;
 - unlawful conduct by Suppliers;
 - unlawful conduct by employees; and
 - any other procedure, operational instruction or contractual instrument imposing measures intended to prevent corruption-related risks contained in this Anti-Corruption Policy and/or in the Organisational Model implemented by the company which belongs to the SEA Vision Group.

The relevant departments for the referred policies and procedures are responsible for updating the respective Corporate Rules (or issuing new ones) pertinent to the items listed above to ensure compliance with the prescriptions of this Anti-Corruption Policy. Supervisory Body must be consulted before these corporate rules are formulated and adopted.

Joint Ventures: agreements and contracts to create joint ventures, consortia, temporary business associations, associations, collaborations or other entities with or without legal personality, in which the SEA Vision Group holds an interest.

GUIDING PRINCIPLES

Anti-Corruption Laws

Almost all countries have enacted laws prohibiting bribery of local Public Officials, and many countries have laws criminalizing corruption of other countries' Public Officials. Many countries, including Italy, also have laws that prohibit bribery among private parties. Since the Company's registered office is currently located in



Italy, SEA Vision Group and SEA Vision Group Personnel are subject to the Italian laws and, in particular, to the provisions contained in the Legislative Decree No. 231 of 2001.

Moreover, the SEA Vision Group and its Personnel may be subject to the laws of other countries, including those of ratification of International Conventions, which prohibit the corruption of Public Officials and corruption between individuals, such as:

- OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- the United Nations Convention against Corruption.

The Anti-Corruption Laws:

- prohibit both direct and indirect payments – including payments made to anyone with the knowledge that the payment will be shared with a Public Official or a private party – as well as offers or promises of a payment or other benefit for the purpose of bribing Public Officials or private parties. Under Anti-Corruption Laws, the SEA Vision Group and/or SEA Vision Group Personnel can be held liable for offers or payments made by anyone acting on behalf of the Company or Group in connection with business activities, in the circumstances that the SEA Vision Group and/or SEA Vision Group Personnel were aware, or reasonably should have been aware, that this offer or payment was improperly made;
- require to the companies which belongs to the Group to compile and keep books, registers and accounting records that, in reasonable detail, accurately and properly reflect transactions, expenditures (including ones that are “not significant” from an accounting viewpoint), acquisitions and disposals of assets;
- even inaccuracies in the reporting of non-corrupt payments constitute a violation.

Consequences of non-compliance with the Anti-Corruption Laws

Consequences of non-compliance with the Anti-Corruption Laws for individuals found guilty are imprisonment and/or fine, other than other kinds of sanctions. Such violations may also result in other consequences provided for by law, such as the disqualification from contracting with public bodies, the confiscation of the profit from the crime or claims for damages.

If failed to prevent bribery, SEA Vision can face an unlimited fine, exclusion from tendering for public contracts and the Company’s reputation could be seriously harmed.



Legal support

The content of applicable laws and the Anti-Corruption Laws may change at any time. So, for each transaction potentially at risk of corruption, it is important to obtain an up-to-date legal advice before making any commitment on behalf of the SEA Vision Group which may involve a risk of corruption.

To this purpose, questions relating to:

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

POLICY STATEMENT

In accordance with its Code of Ethics, SEA Vision Group prohibits any form of bribery of any public or private party on behalf of any person or entity, without exception.

In particular, SEA Vision Group prohibits:

- offering, promising, giving, paying, or authorising someone to give or pay, directly or indirectly, a gift or an economic advantage or other benefit to a Public Official or private party (Active Bribery);
- accepting or soliciting, or authorising someone to accept or solicit, directly or indirectly, a payment, gift, hospitality, economic advantage or other benefit or request from any person (Passive Bribery); when the intention is to:
 - a) induce a Public Official or private party to perform improperly any public function, or any activity connected with a business, or compensate them for having carried out such irregular conduct;
 - b) influence any official act (or failure to act) by a Public Official, or any decision in violation of any official duty;
 - c) influence or compensate a Public Official or private party for an act of his/her office;
 - d) obtain, secure or maintain a business deal or an improper advantage in relation to business activities or influence the outcome of commercial negotiations or of a tender process; or
 - e) in any case, violate any applicable laws or breach this Policy.



The prohibited conducts include offering to, or receipt by, SEA Vision Group Personnel (Direct Bribery) or by any person acting on behalf of the Group (Indirect Bribery) of an economic advantage or other benefit in relation to business activities.

This prohibition is not limited to payments in cash and includes providing or receiving – by way of example - the following items for the purposes of bribery or corruption:

- gifts;
- entertainment, meal and transport expenses;
- contributions in kind, such as sponsorship;
- commercial activities, employment or investment opportunities;
- confidential information that could be used to trade in regulated securities and products;
- discounts or personal loans;
- Facilitation Payments;
- family assistance or support; and
- other advantages or benefits.

The SEA Vision Group prohibits all forms of corruption, including but not limited to those described above, in favor of anyone. In addition, the person who maintains relations or negotiates with public or private external counterparties, cannot alone and freely, (i.e., in his own name and/or on his own initiative without the prior authorisation of the Company) by an autonomous decision, beyond the powers and tasks attributed to them through the employment relationship and/or the collaboration contract, exceed the limits of their powers and/or delegations:

- (i) conclude contracts with external public or private counterparties;
- (ii) access financial resources;
- (iii) conclude contracts for consultancy, professional services or intermediation;
- (iv) grant benefits (presents, advantages, etc.); and
- (v) hire personnel.

Any person subject to this Anti-Corruption Policy shall be deemed “aware” that the payment or other benefit will favor a Public Official or private party or his/her Family Member or persons indicated by them, if this person has acted with conscious disregard or avoidance of warning signs or grounds for suspicion, or has acted with gross negligence, for example failing to conduct the appropriate level of Due Diligence under the



circumstances. Compliance with the Anti-Corruption Laws and this Anti-Corruption Policy is mandatory for all SEA Vision Group Personnel, Business Partners and Consultants.

As a result:

- all the Group's dealings with, related to or involving a Public Official must be conducted in compliance with this Anti-Corruption Policy, the relative Anti-Corruption Corporate Rules and the SEA Vision's Code of Ethics;
- all the SEA Vision Group's dealings with, or related to, private parties must be conducted in compliance with this Anti-Corruption Policy, the relative Anti-Corruption Corporate Rules and the SEA Vision's Code of Ethics;
- SEA Vision Group Personnel are responsible for their own compliance with this Anti-Corruption Policy and the Anti-Corruption Corporate Rules. In particular, the business units' managers or project managers are responsible for supervising compliance of their project workers and adopting measures to prevent, detect and report potential violations;
- no questionable or illegal practice (including Facilitation Payments) can be in any way justified or tolerated because it is "customary" in the industrial sector or in the countries where the SEA Vision Group is operating. No service may be provided or accepted if it can be achieved only by compromising the ethical standards defined by the Group;
- financial resources obtained as part of business activities are managed in compliance with the relative corporate regulations, which incorporate the principles and contents of SEA Vision's Code of Ethics and the specific control standards set out in the Model, and in any case using procedures that avoid the possibility of creating undue or unexpected availability of finances;
- anyone belongs to the SEA Vision Group Personnel who violate this Anti-Corruption Policy and/or the Anti-Corruption Laws will be subject to disciplinary action, and any other legal action to the extent necessary to protect the interests of the Company and the Group. Business Partners who breach this Anti-Corruption Policy and/or the Anti-Corruption Laws will be subject to contractual remedies, including the suspension of the execution, the termination of their agreement, a ban on commercial relations with the SEA Vision Group and damage claims;
- SEA Vision Group Personnel will not be dismissed, relieved of their duties, suspended, threatened, bullied or discriminated against in any way at work because they have refused to make a payment or give presents or any prohibited benefit, even if such refusal results in a loss of a business deal or other adverse consequences to the business.



Facilitation Payments

In accordance with SEA Vision's Code, Facilitation Payments are expressly prohibited. It is not acceptable for any SEA Vision Group Personnel, Subsidiary or Business Partner to make or accept these sorts of payments under any circumstances.

Gifts, expenses and hospitality – offered and received

In accordance with the provision of the Special Part of the Model, gifts, loans, discounts, payments or other benefits may be given or received, if they can be qualified as acts of commercial courtesy and are of such modest value that they do not compromise the integrity and/or the reputation of any of the parties involved in the transaction, and such that they could not be interpreted by an impartial observer as aimed at creating an indebtedness or directed at obtaining undue advantages. Gifts, financial advantages or other benefits offered, made or received in any circumstance must be reasonable and bona fide. In any case, all gifts, financial advantages and other benefits offered, made or received must comply with the internal rules defined by SEA Vision, and must be registered and supported by appropriate documentation.

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

- it must not be a cash payment;
- it must be provided in connection with a bona fide and legitimate business purposes;
- it must not be motivated by the desire and intention to exercise improper influence or the expectation of reciprocity;
- it must be reasonable according to the circumstances;
- it must be tasteful and commensurate with generally accepted standards of professional courtesy;
- it must comply with local laws and regulations applicable.

Benefits offered to, or received from, SEA Vision Group Personnel

As described in the previous section, any gift, financial advantage or other benefit offered to, or received from, SEA Vision Personnel must, from an objective point of view, be reasonable and bona fide. Any person receiving offers of gifts, hospitality, financial advantages or other benefits that cannot be regarded as acts of commercial courtesy of modest value, as specified in the previous section, must refuse them and immediately inform:

- the Administrative Body and the contact person of the Business Partner and/or
- the Supervisory Body.



In the specific case when the value of the gift received exceeds the limits set by SEA Vision's Model, appropriate notification must be sent to the Supervisory Body so that the situation can be evaluated.

Benefits given to third parties

As described in the previous sections, any gift, financial advantage or other benefit given by SEA Vision Group Personnel to a Public Official or private party must, from an objective point of view, be reasonable according to the circumstances and in bona fide.

A gift, financial advantage or other benefit is reasonable and bona fide when it is directly connected to:

- the promotion, demonstration or illustration of products or services;
- participation in training seminars or workshops; or
- the development and maintenance of good business relations.

Gifts, financial advantages or other benefits that are reasonable and bona fide must be approved in accordance with SEA Vision's Anti-Corruption Corporate Rules governing gifts, other benefits and expenses of entertainment and the relative specific versions of such rules issued by the Subsidiaries. These expenses must be registered in an accurate and transparent manner, in sufficient detail, as part of the Company's financial information and must be supported by related documentation to identify the name and title of any beneficiary, as well as the purpose of the payment or other benefit. Any gift, hospitality or other benefit for a Family Member or person specifically indicated by a Business Partner, a Public Official or a private party, which was offered at the request of a Business Partner, Public Official or private party or in connection to the recipient's relationship with a Business Partner, Public Official or private party, must be dealt with as a benefit provided to that Business Partner, Public Official or private party, and is therefore subject to the limitations set out in this Anti-Corruption Policy and the relevant Anti-Corruption Corporate Rules.

Political contributions

Political contributions could constitute corruption offences and therefore present the risk of consequent liability. The risks arising from political contributions are that they may be used by a company as improper means of bribery to maintain or obtain a business advantage, such as being awarded a contract, obtaining a permit or license, or influencing legislation to favor the business. Due to these risks, the SEA Vision Group does not permit any direct or indirect contribution in any form to political parties, movements, committees, political organisations or trade unions, nor to their representatives and candidates, except those specifically mandated by applicable laws and regulations.



In case of any doubt on the mandatory nature of a contribution, Supervisory Body shall be consulted.

In any case, if necessary, these contributions must be made in compliance with the following minimum standards:

- all contributions must be submitted for authorisation by the Administrative Body;
- contributions must only be given to beneficiaries that are well known, reliable and with outstanding reputation for honesty;
- the beneficiary must demonstrate that it is an officially recognized entity in compliance with applicable laws;
- an adequate Due Diligence review of the beneficiary entity shall be carried out, to be subject to the evaluation of the Supervisory Body;
- a legal opinion on the legitimacy and mandatory nature of the contribution under applicable laws must also be submitted to the Supervisory Body;
- in accordance with SEA Vision's Group legal and internal provisions in this regard, payments to the beneficiary entity must be made exclusively on the account registered in the name of the beneficiary entity; payments to encrypted accounts, in cash or to a party other than the beneficiary entity, or in a country different from the one in which the beneficiary entity has its registered office, are prohibited;
- contributions must be properly and transparently recorded in the Company's books and registers;
- the beneficiary entity must undertake to record properly and transparently contributions received in its own books and registers;
- the original documentation relating to approval of the contribution and compliance checks with the relative procedure must be kept for at least 10 years.

Charitable contributions/donations

Donations to charities organization, legal entities and administrative bodies present risk profiles in relation to the funds or assets, that could be distracted for the personal or useful use of a Public Official or private individual. Even if a Public Official or private individual does not receive an economic advantage, an otherwise legitimate charitable contribution made in exchange for obtaining or maintaining a business activity or to secure an illicit advantage could be considered an illicit payment under the Anti-Corruption Laws.



In order to comply with the Anti-Corruption Laws, all charitable contributions must be approved, in accordance with the provisions contained in this SEA Vision Group Anti-Corruption Policy on non-profit initiatives.

Any SEA Vision Group Anti-Corruption Corporate Rules related to the Charitable contributions/donations must respect the following minimum standards:

- all contributions must be made in accordance with the approved budget;
- contributions should only be made to non-newly established, well-known, reliable bodies with an excellent reputation for honesty and correct business practices;
- the beneficiary institution must demonstrate that it has all the certifications and that it has met all the requirements to operate in accordance with the applicable laws;
- an Anti-Corruption Corporate Rules which regulates the approval process of contributions and provides, for the purposes of approval, an adequate description of the nature and purposes of the contribution, an adequate Due Diligence of the beneficiary institution and verification of the legitimacy of the contribution according to the applicable laws shall be adopted;
- in accordance with SEA Vision's Group legal and internal provisions in this regard, payments to the beneficiary entity must be made exclusively on the account registered in the name of the beneficiary entity; payments to encrypted accounts, in cash or to a party other than the beneficiary entity, or in a country different from the one in which the beneficiary entity has its registered office, are prohibited;
- 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 properly and transparently contributions received in its own books and registers;
- the original documentation relating to approval of the contribution and compliance checks with the relative procedure must be kept for at least 10 years.

Sponsorship activities

Sponsorship activities can raise anti-corruption issues. In order to ensure compliance with anti-corruption rules, all sponsorship activities must be approved, in accordance with the provisions of the Special Part of the SEA Vision Model on sponsorship activities that regulate the request, authorisation, stipulation and management of sponsorship contracts and with the related transpositions issued by the Subsidiaries.



Any SEA Vision Group Anti-Corruption Corporate Rules related to the sponsorship activity shall respect, by way of example, the following requirements:

- all sponsorship activities must be made in accordance with the approved budget, for amounts appropriate to the promotional activity and consistent with the company's entrepreneurial activity;
- all sponsorship activities should only be made to well-known Business Partners and reliable entities or individuals;
- in the case of a company, the Business Partner in a sponsorship contract must demonstrate that it has all the certifications and that it has met all the requirements to operate in compliance with the applicable laws;
- an Anti-Corruption Corporate Rules which regulates the approval process of contributions and provides, for the purposes of approval, an adequate description of the nature and purposes of the contribution, an adequate Due Diligence of the beneficiary institution and verification of the legitimacy of the contribution according to the applicable laws shall be adopted;
- the sponsorship contract must be drawn up in writing and must include:
 - (a) a declaration by the counterparty that the amount paid by the SEA Vision Group company will be used exclusively as a consideration for the service provided by the counterparty, and that these sums will never be given to a Public Official or private party for corruption purposes or transferred, directly or indirectly, to members, corporate bodies, directors or employees of the SEA Vision Group;
 - (b) a declaration by the counterparty that, as of the signing of 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 the amount paid pursuant to the sponsorship agreement;
 - (d) the terms for invoicing (or payment methods) and the conditions of payment, considering that these payments may exclusively be made to the counterparty and in the counterparty's country of incorporation, exclusively to the counterparty's registered account, as indicated in the contract, and never to encrypted accounts or in cash;
 - (e) the counterparty's commitment to comply with applicable laws, including Anti-Corruption Laws and the anti-corruption provisions of the relevant sponsorship agreement, and to register properly and transparently the amount received in its own books and registers;



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- (f)* the “Administrative liability” clause that must be included in any contract or agreement which a company of the SEA Vision Group is a party to;
 - (g)* the SEA Vision Group company's right to terminate the contract, stop payments and receive compensation for damages in the case of a counterparty’s breach of the obligations, declarations and warranties described above, or in the case of a breach of the Anti-Corruption Laws or the anti-corruption commitments set out in the contract or agreement;
 - (h)* the right of the SEA Vision Group company to carry out checks on the counterparty, if the Company has a reasonable suspicion that the counterparty has breached the measures set forth by the relative corporate rules and/or in the applicable contract or agreement;
 - (i)* in accordance with the Group’s legal and the internal provisions in this regard, the amount paid pursuant to the sponsorship contract must be registered in the SEA Vision Group company’s books and registers in a proper and transparent fashion;
 - (j)* SEA Vision Group must ensure that payments are made exclusively as indicated in the sponsorship agreement, subject to the verification that the service has been effectively provided;
 - (k)* the original documentation relating to approval of the contribution and compliance checks with the relative procedure must be kept for at least 10 years.

Suppliers

To prevent the SEA Vision Group from being held liable in certain circumstances for corrupt activities by Suppliers that provide services to or on behalf of the SEA Vision Group and their subcontractors, Suppliers of the SEA Vision Group must comply with the ethical standards and qualification requirements established within the Group.

Suppliers must avoid giving rise to corrupt conducts regarding any party, whether Public Official or private party, with whom they may happen to be operating. In particular, it is prohibited any conduct or behavior that is contrary to the duties of diligence, loyalty and professionalism, and intended to offer or obtain from a Public Official or private citizen sums of money, gifts or other benefits which would be illegitimate or, in any case, not owed for the services respectively received or rendered.

The procurement process and the correlated activities are subject to regulations that define the roles and responsibilities of the key players involved, as well as general rules for the main activities of the process, such as vendors management, procurement reporting, control and documentation management. Such procurement regulations are defined in compliance with the anti-corruption guiding principles set out in this Anti-



Corruption Policy, with particular reference to the vendors' selection and the qualification process, with specific focus on updating of the qualification status of Suppliers, contract allocation and post-allocation contract management, management of feedback on Suppliers, verification that Suppliers meet ethical requirements and standard protection contractual clauses, including the commitment to comply with applicable Anti-Corruption Laws. Moreover, when a Supplier is also a Business Partner, the principles in the following paragraph shall also apply.

Business Partners

The SEA Vision Group requires Business Partners to comply with applicable laws, including Anti-Corruption Laws, in respect of business activities carried out with the SEA Vision Group. To prevent the SEA Vision Group from being held liable in certain circumstances for corrupt activities of Business Partners, the latter must comply with the Anti-Corruption Laws and the ethical standards established by the SEA Vision Group. In particular, SEA Vision Group Personnel must comply with this Anti-Corruption Policy and the other corporate rules regarding the selection, the maintenance of relations with and the commitments undertaken by the Business Partners as described below.

Business Partners must enter into written agreements before they carry out any activity for or on behalf of the SEA Vision Group and must be paid only in accordance with the terms of such agreements. All written agreements with Business Partners must include a reasonable and adequate remuneration and specific compliance provisions.

All written contracts with Business Partners must include reasonable and appropriate compensation and all the necessary compliance clauses. The SEA Vision Group requires that agreements with Business Partners must include provisions that require Business Partners also to:

- comply with the Anti-Corruption Laws and this Anti-Corruption Policy and, for high-risk Business Partners (such as Suppliers, Agents and Business Developers), to create and maintain, throughout the term of the agreement, their own corporate rules to ensure compliance with the Anti-Corruption Laws and this Anti-Corruption Policy;
- in the case of subcontracting:
 - obtain prior authorisation from the concerned SEA Vision Group company for any subcontracting arrangement (e.g., sub-Agents, sub-representatives, sub-consultants or similar) in accordance with the Group's internal rules;



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- ensure that every subcontractor performing services under the agreement carries out such services exclusively on the basis of a written agreement that imposes on the subcontractor equivalent conditions to those imposed on the Business Partners;
 - notify the Company in a timely manner of any request or demand relating to any undue or cash payment or other benefit received by the Business Partner in relation to the agreement;
 - allow SEA Vision to carry out an audit of the Business Partner if the concerned SEA Vision Group company has a reasonable suspicion that the Business Partner may have violated the provisions in the agreement relating to compliance;
 - recognize the right of the concerned SEA Vision Group company to terminate the agreement, suspend its execution and claim compensation for damages in the event of violation of the obligations, representations and warranties described above and/or violation of the applicable Anti-Corruption Laws.

Regarding other Business Partners, subject to a written and detailed request from the concerned business unit, the Supervisory Body will assess and, if appropriate, indicate to the business unit which exceptions might be authorized in respect of the Corporate Rules pertaining to Due Diligence and the Business Partner approval procedure.

Joint Ventures

To prevent the SEA Vision Group from being held liable in certain circumstances for corrupt activities of its Business Partner in Joint Ventures, SEA Vision must adopt suitable measures to ensure that Joint Ventures in which it is not a controlling partner also adopt adequate internal control standards. Before SEA Vision or one of its Subsidiaries enters into a new Joint Venture, the provisions of SEA Vision's Corporate Rules governing Due Diligence, the Joint Venture approval procedure and the relative specific versions of such rules and procedures issued by Subsidiaries must be complied with. All Joint Venture agreements must be negotiated, entered into and managed in compliance with SEA Vision's Anti-Corruption Policy in relation to the prevention of illegal activities in Joint Venture agreements and respecting the relative specific versions of such policy and related procedures issued by the Subsidiaries involved.

By way of example, any Corporate Rule relating to Joint Ventures must comply with the standards below:

- Joint Venture Business Partners shall be only entities or individuals that are well known and reliable and with outstanding reputation for honesty and fair business practices;



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- any Corporate Rule that regulates the approval procedure and provides for adequate and documented Due Diligence procedures on every Business Partner of the Joint Venture and the contractual provisions relating to Joint Venture transactions must be respected;
 - if SEA Vision does not control the Joint Venture, SEA Vision’s representatives acting within the Joint Venture will do everything possible to ensure that the Joint Venture operates in compliance with the principles described in this Anti-Corruption Policy;
 - SEA Vision Group Personnel, in negotiating the Joint Venture contract, will do everything possible to include the following provisions:
 - (a) a commitment by the Joint Venture operator to adopt, and a commitment by each partner to make efforts to ensure that the Joint Venture adopts, an effective and appropriate internal control system and a compliance program for the prevention of corruption and money laundering;
 - (b) a commitment by the Joint Venture operator to act, and a commitment by each partner to make efforts to ensure that the Joint Venture acts, in compliance with the Anti-Corruption Laws, the internal control system and the compliance program;
 - (c) a commitment by each partner that in all the activities directly or indirectly related to the Joint Venture, the partners and the Joint Venture will never pay bribes to Public Officials or private parties or their Family Members, or directors or members of corporate bodies or employees of the counterparty with which the Joint Venture proposes to operate;
 - (d) SEA Vision Group’s right to carry out audits on the Joint Venture and on the Joint Venture operator, if it has a reasonable suspicion that the Joint Venture or Joint Venture operator (whose activities relate directly or indirectly to the Joint Venture) may have violated the Anti-Corruption Laws or may have paid bribes to Public Officials or private parties, or to their Family Members, or directors or members of corporate bodies or employees of the counterparty with which the Joint Venture proposes to operate;
 - (e) the “Administrative liability” clause that SEA Vision and its Subsidiaries must include in contracts to which they are party;
 - (f) the right for SEA Vision or its Subsidiaries to withdraw from the Joint Venture and the right to claim damages in the event of violations of the anticorruption obligations in the Joint Venture contract, the Anti-Corruption Laws or this Anti-corruption Policy;
 - (g) the activities of each Joint Venture and each Joint Venture operator must be monitored continuously. The representative of the SEA Vision Group in the Joint Venture must promptly inform the Supervisory Body of any news relating to an investigation or proven violation of the



Anti-Corruption Laws by the Joint Venture operator, the Joint Venture partners, members of corporate bodies or their representatives in the Joint Venture;

(b) the original documentation relating to the selection and approval of partners, the Joint Venture contract and checks on compliance with this Anti-Corruption Policy must be kept for at least 10 years.

When informed of a change in the evaluation and assessment of the previously acquired elements, the person responsible for the Due Diligence process and/or SEA Vision's representative in the Joint Venture shall alert the Supervisory Body so that it may consider a postponement of the Due Diligence process, using an option that may have been granted by the relevant contract in execution relating to the formation of Joint Ventures.

Agents and Business Developers

Contracts with Agents and Business Developers may give rise to anti-corruption issues and must be negotiated, entered into and managed in compliance with SEA Vision's corporate rules governing brokerage contracts and the relative specific versions of such rules issued by Subsidiaries.

Any corporate rule governing contracts with Agents and Business Developers must comply with the following minimum standards:

- the Agents and Business Developers must have an outstanding reputation for honesty, fair business practices and high ethical standards and, if the Agent and/or Business Developer is a company, must not be recently created;
- the Company shall adopt an Anti-Corruption Corporate Rules which regulates the selection of the Agents and Business Developers, which stipulates adequate Due Diligence process on the potential Agents, including seeking and requesting from the concerned party information and documents for a preliminary assessment of the prescribed requirements;
- the selection of the Agents and Business Developers and the stipulation of the brokerage contract must be approved under the established procedure, and, in any case, after assessment of the obtained information and data based on specific criteria, such as honesty, good reputation, professionalism, financial references, etc.;
- the brokerage contract must be drawn up in writing and must also include:
 - a) a description of the service to be provided by the Agents and Business Developers;



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- b)* a commitment by the Agents and Business Developers to comply all times with the Anti-Corruption Laws and this Anti-Corruption Policy and to adopt and maintain corporate rules throughout the brokerage contract to ensure such compliance;
 - c)* the commitment to promptly report to the Administrative Body and/or the Supervisory Body any request or demand relating to undue payments of money or other benefits received from the Agents and Business Developers in relation to the execution of the brokerage contract;
 - d)* a commitment by the Agents and Business Developers to ensure that any person associated with the Agents and Business Developers or who provides services in relation to the brokerage contract carries out these tasks only by virtue of a written contract that imposes conditions on these persons that are equivalent to those established for the Agents and Business Developers;
 - e)* the currency and amount of the compensation, which must be proportionate to the purpose of the contract, the experience of the Agents and Business Developers and the country where the service is provided;
 - f)* a declaration and the duty on the Agents and Business Developers that the sum of money due pursuant to the brokerage contract will be used exclusively as payment for its own professional services and that no part of it will be given to a Public Official or a private party or to one of such individuals' Family Members for corruption purposes, or to the counterparty with which the SEA Vision Group wishes to conclude the business deal through the services of the Agents and Business Developers in breach of the applicable laws;
 - g)* the prohibition for the Agents and Business Developers to transfer money, directly or indirectly, to directors, executives, officers, members of corporate bodies or employees of the SEA Vision Group or their Family Members;
 - h)* the terms of invoicing (or payment methods) and conditions of payment, considering that:
 - i.* these payments shall not be made to any party other than the Agents and Business Developers, or in any country other than that of one of the parties, or that in which the contract will be executed;
 - ii.* the payment shall be subject to collection by a SEA Vision Group company, when the services to be provided by the Agents and Business Developers are aimed at the conclusion of an agreement from which the SEA Vision Group will gain, or, in all other cases, the conclusion of the contract under which the Agents and Business Developers' services are to be provided; and



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- iii. payments shall be made directly and exclusively to an account in the Agents and Business Developers' name and shall never be made to encrypted accounts or in cash;
 - i) a commitment by the Agents and Business Developers to notify the Contract Manager of any change in its ownership structure and/or relating to information provided to the SEA Vision Group during the selection phase and/or relating to anything that might affect the Agent and Business Developer's ability to conduct the activities pursuant to the contract;
 - j) the right of the SEA Vision Group company to perform checks on the Agent and Business Developer and to terminate the contract in the event of a change in the Agents and Business Developers' control structure;
 - k) a clause providing for the non-transferability of the brokerage contract;
 - l) a declaration and the duty on the Agent and Business Developer that, at the time of signing of the agreement and for so long as the agreement is in effect, neither the Agent or the Business Developer, nor his or her Family Members, nor, if the Agent or Business Developer is a company, its owners, directors and employees, nor the company itself, are or will become Public Officials;
 - m) the "Administrative liability" clause that SEA Vision and its Subsidiaries must include in contracts that they sign;
 - n) the right of the SEA Vision Group to terminate the contract, suspend payment or receive compensation for damages in the event of violation of the obligations, representations and warranties described above and/or violation of the Anti-Corruption Laws or the anticorruption commitments set out in the brokerage contract;
 - o) the services provided by the Agent and Business Developer under the contract must be continuously and adequately monitored by the Contract Manager, to ensure that the Agent and Business Developer always acts in accordance with the Anti-Corruption Laws, this Anti-Corruption Policy and the measures stipulated in the brokerage contract;
 - p) the amount paid pursuant to the brokerage contract must be properly and transparently recorded in the books and accounting registers;
 - q) payments are made exclusively subject to the condition that the service has been made and/or the conditions foreseen in the contract relating to payment of the consideration have been met;
 - r) the original documentation relating to the selection and approval of the Agent and Business Developer and the brokerage contract and the controls for verifying compliance with the relative procedure must be kept for at least 10 years.



The person responsible for the Due Diligence process and/or SEA Vision's Contract Manager, if informed of a change in the evaluation and assessment elements previously acquired, shall alert the Supervisory Body so that they can consider a postponement of the Due Diligence, using a power that may have been granted by the contract under execution with the Agent.

Consultants

The SEA Vision Group requires all its Consultants to comply with applicable laws, including the Anti-Corruption Laws. To prevent the SEA Vision Group (and/or any parties operating for its benefit) from being held liable in certain circumstances for corrupt activities of its Consultants, all Consultants must comply with the Anti-Corruption Laws and the ethical standards established by the Group in the SEA Vision Group's compliance program. The SEA Vision Group also imposes specific compliance requirements on Consultants. In particular, contracts with Consultants must be negotiated, entered into and managed in compliance with the corporate rules governing the use of consultancy services by the SEA Vision Group.

By way of example, every corporate rule relating to Consultants must comply with the standards below:

- the Consultant must have an outstanding 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:
 - establishing the Consultant's identity;
 - confirming the field of its services;
 - establishing whether the Consultant has any links with Public Officials;
 - establishing whether the Consultant has been subject to charges, investigations and/or convictions relating to bribes, corruption or other illegal activities;
 - the Consultant selection and conclusion of the consultancy contract must be approved in accordance with the relative corporate rules.
- The consultancy contract must be drawn up in writing and must also include:
 - a declaration by the Consultant that the payment received is only the consideration for the services provided in accordance with the contract, and that these sums will never be used for corrupt purposes;
 - the terms for invoicing (or payment methods) and the conditions of payment, taking into account that *(i)* these payments may be made exclusively in favor of the Consultant and in the



Consultant's country of incorporation, exclusively to an account registered in the Consultant's name, as indicated in the contract, and never on encrypted accounts or in cash; (ii) advance payment of the fee (before the complete fulfilment of the contractual terms) may be allowed only in specific cases (properly motivated and stated in the contract) and, in any case, in relation only for a part of the total amount;

- a commitment by the Consultant to comply with the applicable laws, and in particular the Anti-Corruption Laws and this Anti-Corruption Policy, and to fairly and transparently record the sums received in its own books and, depending on the level of risk presented by the Consultant, create and maintain throughout the term of the contract its own corporate rules to ensure compliance;
- a commitment to promptly report to SEA Vision any request or demand relating to undue payments of money or other benefits received from the Consultant in relation to the fulfilment of the contract;
- SEA Vision's right to carry out an audit of the Consultant if SEA Vision has a reasonable suspicion that the Consultant may have violated the obligations, representations and warranties described above and/or the Anti-Corruption Laws;
- the "Administrative liability" clause that SEA Vision and its Subsidiaries must include in contracts in which they are party to;
- the right of the concerned SEA Vision Group company to terminate the contract, suspend payment and claim compensation of damages in the event of violation of the obligations, representations and warranties described above and/or violation of the Anti-Corruption Laws.

Selection and hiring of personnel

Before appointing any new member of the Board of Directors or hiring, transferring or promoting any new employee (i) who probably has Significant Contact with a Public Official in relation to his or her working activity; (ii) who supervises employees or Business Partners who probably have such contact; or (iii) who will be involved in the area of control or other activities governed by the Anti-Corruption Laws, the SEA Vision Group company must collect information about the relevant personal experiences of such person to the extent permitted by the laws in force, in accordance with the anti-corruption provisions on the selection and hiring of personnel set out in relevant corporate rules of the SEA Vision Group.

Any Anti-Corruption Corporate Rules on seeking, selecting and hiring personnel must at least provide compliance with objective criteria and the implementation of reference checks, and include adequate questions in employment applications, to the extent permissible under the laws in force, regarding whether the individual



(a) has any previous criminal convictions or charges; and (b) is subject to any civil or administrative sanctions or investigations in progress relating to non-ethical or illegal activities, in accordance with and to the extent permissible under the laws in force; and (c) has any personal relationship with Public Officials, Business Partners, Consultants, Suppliers or Agents and Business Developers.

In case of doubt, or if any of the above are identified, Supervisory Body must be kept informed so that the matter can be explored further.

Acquisitions and disposals

The SEA Vision Group adopts Corporate Rules to regulate acquisitions and disposals. Particular attention shall be paid to what is provided for in the Corporate Rules governing the authorisation and control of buying and selling operations.

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

In relation to any proposed acquisition or sale, the Company and the other consultants involved in each of these operations by providing assistance must consult the Supervisory Body as early as possible, if risk factors emerge in the acquisition. Moreover, they must help the Subsidiary included in the transaction to prepare the anti-corruption compliance information that the potential buyer may request, and to draw up the anti-corruption declarations and the guarantees to be included in the sale / purchase / merger contract.

Whenever the SEA Vision Group acquires a company, there must be a plan to comply with this Anti-Corruption Policy, as part of the post-acquisition integration plan. Moreover, external and internal legal Consultants that deals with the acquisition, shall inform the Administrative Body about the existence of any new risk of corruption or the increase of a pre-existing risk of corruption, to which SEA Vision may be exposed in the face of the acquisition, so that this Anti-Corruption Policy and related processes, Corporate Rules and models can be adequately reviewed in order to protect the SEA Vision Group from the new risk indicated.

Accounting procedures

The laws and regulations in force on financial disclosure and tax obligations require the SEA Vision Group to maintain detailed and comprehensive accounting records of every business transaction. The SEA Vision Group's records must comply with the accounting standards in force and must provide a comprehensive and transparent view of the facts on which each transaction is based. All costs and charges, inflows and receipts,



income, payments and spending commitments must be included in the financial information in a timely, comprehensive and accurate manner, with adequate supporting documentation, issued in accordance with all laws in force and with the relative internal control system provisions. All information registered in the accounting records and the relative disclosure documentation must be made available to the independent auditor so that checks can be carried out.

In accordance with the above provisions, it is SEA Vision Group policy, that all Group payments and transactions must be accurately registered in the relative books and registers of the companies concerned, so that the SEA Vision Group's books, registers and accounting correctly reflect asset transactions and disposals in reasonable detail.

This principle applies to all transactions and expenditures, whether "significant" or not in accounting terms. Furthermore, as set out in the Corporate Rules, the accounting criteria and balance-sheet accounts to be used to register business transactions are specifically defined; all transactions are registered in the accounting books in an accurate and proper form, and all documentation is available to the independent auditor, and is reported in the attestation letter issued by the SEA Vision Group to the external auditor.

Account-keeping and internal controls

It is SEA Vision Group policy that all Group payments and transactions must be accurately recorded in the relative books and registers of the Company, so that the SEA Vision Group's books, registers and accounting documents accurately reflect truthfully, properly and in reasonable detail asset transactions and disposals. This principle applies to all transactions and spending, whether significant or not in accounting terms.

It is also SEA Vision Group policy, as set out in SEA Vision's Model, to establish and implement adequate accounting checks sufficient to make reasonably sure that:

- transactions are carried out only with general or specific management authorisation;
- transactions are registered as necessary to:
 - enable the financial statements to be drawn up in compliance with generally accepted accounting principles or any other criterion applicable to these financial statements;
 - keep accounts of all corporate assets;
- access to assets is only permitted with general or specific management authorisation;
- the value of assets entered in the financial statements corresponds to assets effectively existing, with reasonable frequency, and appropriate measures are taken to address any detected difference.



On the basis of a top-down and risk-based approach, focused on accounts/disclosure of the balance sheet, company and significant processes, as defined in the relevant corporate rules, the SEA Vision Group maintains a system of internal controls in relation to financial information, to provide reasonable guarantees regarding the reliability of disclosure and preparation of financial statements, in accordance with generally accepted accounting principles, including Corporate Rules that:

- pertain to the regular updating of registers and books, so that they reflect the asset transactions and disposals of the issuer in reasonable detail and in an accurate and proper manner;
- make reasonably sure that transactions are registered as necessary to allow the financial statements to be drawn up in compliance with generally accepted accounting principles, and that issuer inflows and outflows take place only in accordance with the relative authorisations; and
- make reasonably sure that any unauthorized acquisitions, use or disposal of assets by the issuer that could have a significant impact on the financial statements will be prevented or promptly identified.

This internal control system is intended to provide a reasonable assurance of a low (remote) risk that inaccurate amounts, that are significant in terms of their impact on the annual financial statements or interim financial information, are registered in the accounts due to error or fraud without being promptly identified.

The internal control system relating to financial information provides for specific verification and pervasive controls, as defined below, at a range of organisational levels and with different implementation procedures. Specific controls are implemented during the normal course of transactions, to prevent, identify and rectify errors and fraud. Typically, these controls include checks of accounting entries, authorisations, comparison of internal and external information, consistency controls, etc.

Considering their correlation with the operational activities, the specific controls are also referred to as process controls. Pervasive controls on the structural elements of the internal control system, constituting the general reference framework, are designed to ensure that process activities are executed and controlled in accordance with the objectives set by management.

The main types of pervasive controls relate to:

- the assignment of powers and tasks at various levels, in line with the required grades of responsibility, with a particular focus on key tasks and their assignment to qualified individuals; and



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- the identification and segregation of incompatible activities/duties. This type of control involves the separation among the individuals who execute, check and authorize activities.

Personnel training

SEA Vision Group Personnel must be informed about and trained on the applicable Anti-Corruption Laws, and the importance of complying with these laws and this Anti-Corruption Policy, so that they can clearly understand and be aware of the various offences, risks, the actions to take in order to contrast bribery and corruption and the relevant personal and administrative liabilities for them and the Company, including any sanctions in the event of a violation of this Anti-Corruption Policy and the Anti-Corruption Laws.

In particular, all Personnel at Risk must attend a mandatory anti-corruption training program. To this end:

- Personnel at Risk will receive a copy of this Anti-Corruption Policy and will attend training on this Anti-Corruption Policy and the relative Anti-Corruption Laws within ninety (90) days of being hired or assuming new responsibilities, or, if there are reasons that make this impossible, as soon as it is reasonably possible;
- Personnel at Risk must receive periodic refresher training:
 - i. each Personnel at Risk shall be responsible for keeping him/herself up to date;
 - ii. each unit or project manager is responsible for ensuring that all Personnel at Risk under his/her supervision regularly attend training;
- the department responsible for personnel training (hereinafter, the “**Training Department**”) is in charge of planning and delivering the training. It is also in charge of identifying and bringing to the attention of the Supervisory Body the individuals to whom training must be provided and the kind of training;
- the Company shall collect attendance registrations, the names and departments of participants, self-assessment results, copies of training material and training dates. It is also responsible for storing all registrations in accordance with the laws in force, including those regulating employment, privacy and other significant matters;
- in the definition and implementation of the anti-corruption training program, the Training Department works in agreement with the companies of the SEA Vision Group and with the Supervisory Body for the definition of training contents and for the implementation of training. The training program will provide the necessary knowledge of Anti-Corruption Laws and instructions to recognize and avoid ethically questionable actions. The program will also assist participants through the presentation of



issues and practical situations that may arise during the activities of the companies of the SEA Vision Group;

- in defining and implementing the anti-corruption training program, the Training Department operates in partnership with the Supervisory Body to define training content and deliver training.

Reporting system

Any direct or indirect request by a Public Official or a private party for payments (including Facilitation Payments), gifts, business trips, meals or entertainment expenses, employment, investment opportunities, personal discounts or other personal benefits other than expenses that are reasonable and bona fide to the Public Official or a private party or a Family Member or a person indicated by the Public Official or the private party, must be reported immediately to the Supervisory Body, to the SEA Vision Group Personnel or the Business Partner who has received such request. The direct superior will be responsible for advising the member of the concerned SEA Vision Group Personnel or the Business Partner as to the most appropriate way to proceed, in compliance with the Anti-Corruption Laws and this Anti-Corruption Policy. To this end, the direct superior must consult the Supervisory Body.

Violation reporting system

Any violation, suspected, observed or occurred, of the Anti-Corruption Laws or this Anti-Corruption Policy must be reported immediately in one or more of the following ways:

- to the Supervisory Body, in respect of the SEA Vision's Model;
- through the appropriate dedicated channels indicated in the SEA Vision procedure for public or anonymous reports.

Any disciplinary measure adopted will be taken in compliance with the Anti-Corruption Laws and this Anti-Corruption Policy. SEA Vision Group Personnel will not be dismissed, relieved of their duties, suspended, threatened, or unfavorably treated, bullied or discriminated against in any way at work because they have made a report in good faith on the compliance with this Anti-Corruption Policy and/or the Anti-Corruption Laws.

Disciplinary measures and contractual remedies

The SEA Vision Group will make every reasonable effort to prevent any conduct that violates the Anti-Corruption Laws and/or this Anti-Corruption Policy, and to interrupt and sanction any contrary conduct by SEA Vision Group Personnel.



The SEA Vision Group will adopt adequate disciplinary measures in respect of Group Personnel:

- whose actions are found to violate the Anti-Corruption Laws or this Anti-Corruption Policy, pursuant to the Model, the applicable national regulations in force and collective agreements;
- who fail to conduct or to complete adequate training; and/or
- who neglect to observe or report such violations for no reason or who threaten or retaliate against others who report any violations.

SEA Vision Group may terminate its relationship with other individuals or organisations working on its behalf if they breach or are in violation of this Policy and may claim damages from Business Partners whose actions are found to violate the Anti-Corruption Laws or this Anti-Corruption Policy. Contracts entered into by SEA Vision Group companies with Business Partners shall include specific provisions to ensure the compliance of Business Partners with the Anti-Corruption Laws and this Anti-Corruption Policy, and to allow the SEA Vision Group to adopt adequate remedies, pursuant to the Corporate Rules governing contractual clause standards relating to the Company's administrative liability deriving from offences.

Monitoring and improvements

The Supervisory Body independently reviews and examines the internal control system to check that the requirements of this Anti-Corruption Policy are met, based on its own annual auditing program. SEA Vision's Personnel must train on Anti-Corruption Laws, accounting records and the internal control system. The audits carried out concern anti-corruption compliance, including compliance with this Anti-Corruption Policy.

The Supervisory Body:

- monitors the adoption of this Anti-Corruption Policy and the transposition into the corporate rules of the principles and content of the Anti-Corruption Policy;
- encourages the updating of the list of corporate rules by preparing specific proposals for the competent departments;
- supervises the training of SEA Vision Group Personnel.

The Supervisory Body also encourages the review and any updating of this Anti-Corruption Policy:

- if there are new developments relating 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 and Subsidiaries' organisational structure or business segments;



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- in the event of significant violations of this Anti-Corruption Policy, of the Corporate Rules intended to prevent corruption-related risk, and/or the results of checks on its efficiency or public domain experiences in the sector;
 - in any event at least on an annual basis.

In addition, the business units, the Supervisory Body and the independent auditors of the SEA Vision Group may suggest improvements to this Anti-Corruption Policy based on emerging best practices or if gaps or problems have been identified. If a violation is identified, the Supervisory Body will assess whether any revisions to this Anti-Corruption Policy or improvements to other Corporate Rules could help to prevent a repeated violation.

Moreover, every Subsidiary, including those registered in different legal systems, shall adopt the SEA Vision's compliance program and adequate its own compliance program.