

INTEGRITY AGREEMENT

The undersigned [*company name + corporate purpose*] ("the **Applicant**"), Tax ID/VAT Number [•] with registered office in [•], address [•], in the person of its pro tempore legal representative [*title*] [•], domiciled for the office at the company's headquarters,

WHEREAS

- (a) the Applicant intends to participate in the tendering and/or qualification procedures issued by [*name and corporate purpose of the A2A Group company that assigns the contract*] ("the **Customer**");
- (b) this agreement is in line with Italian Legislative Decree 50/16, where applicable, including Articles 30 paragraph 3 and 100;
- (c) the Customer belongs to the A2A Group, an industrial group headed by A2A spa, a company listed on the Milan Stock Exchange;
- (d) the Applicant is aware that A2A SpA and all of its subsidiaries, including the Customer, also carry out public utilities or related activities;
- (e) the composition of the A2A Group is reported on the website www.a2a.eu;
- (f) the Applicant is aware that full compliance with all applicable provisions is essential for A2A SpA, for each of its subsidiary companies, including the Customer, and for the A2A Group in its entirety;
- (g) the A2A Group has a Code of Ethics ("the **Code of Ethics**") that governs the conduct of each of the subsidiary companies, including the Customer, and its employees; all the suppliers, appointed for various purposes, of each of the companies belonging to the A2A Group, including the Customer, are also obliged to comply with the Code of Ethics in terms best expressed by it;
- (h) the Applicant has found the Code of Ethics at the A2A S.p.A. website, has read and understood it in all of its parts, sharing and unconditionally accepting its principles without any exclusions and/or exceptions;
- (i) the Applicant therefore knows and agrees that the A2A Group and each of its constituent companies, including the Customer, base their actions on compliance with the law and the principles of the Code of Ethics, including (1) combating corruption, including that between private individuals; (2) combating infiltration by organized crime; (3) environmental protection and efficient and sustainable use of energy sources; (4) occupational health and safety; (5) compliance with all rules on the protection of workers and minors; (6) freedom of association and collective bargaining and (7) compliance with principles and rules on the protection of competition;
- (j) the Applicant knows that each company of the A2A Group, including the Client, negotiates only with suppliers who accept and comply with all applicable regulations as well as the principles of the Code of Ethics, and that each company of the A2A Group reserves the right to terminate contracts with suppliers, who have implemented any conduct and / or actions in violation of the principles contained in the Code of Ethics;
- (k) the Applicant is aware of how much the compliance with the law and the principles of the Code of Ethics, in terms set out in the above premise, is one of the conditions necessary to ensure a conduct in line with it, together with the protection of the reputation of A2A SpA, its subsidiary companies, including the Customer, and of the A2A Group in its entirety;

- (l) the Applicant is aware of the fact that full compliance with all legal provisions applicable for various reasons, and the Code of Ethics' principles are essential to be able to participate in the tendering and/or qualification procedures issued by A2A SpA and/or by each of its subsidiaries, including the Customer, in order to be their suppliers, if awarded;
- (m) the Applicant accepts (1) this Agreement, also since it is fully in line with Italian Legislative Decree 50/16, where applicable, and (2) the fact that any violation of this Agreement, of the provisions of the law and of the principles of the Code of Ethics, will give the Customer the right not to allow the Applicant to bid in the tenders by A2A SpA, of its subsidiary companies, including the Customer, and of the A2A Group in its entirety and/or to terminate any contracts assigned, for fact and fault of the Applicant, under the terms described in detail below.

Now therefore, forming an integral part of this document, the Applicant also commits to the following terms.

1. Premises.

1.1. The premises form an integral and essential part of this Agreement.

2. Commitments by the Applicant.

2.1. The Applicant, in order to participate in the tendering and/or qualification procedures issued by A2A SpA, of its subsidiary companies, including the Customer, and of the A2A Group in its entirety, therefore agrees to comply with all applicable regulations and the principles of the Code of Ethics and to ensure that all its subcontractors, however appointed, its employees and/or other associates under any type of contract bring their conduct in line with all applicable regulations and the principles of the Code of Ethics.

2.2. Notwithstanding the provisions of the preceding paragraph, the Applicant, in order to participate in the tendering and/or qualification procedures issued by A2A SpA, of its subsidiary companies, including the Customer, and of the A2A Group in its entirety, shall also comply with all the obligations set forth in this Agreement and will ensure compliance by all its subcontractors, however appointed, its employees and/or other associates under any type of contract and/or other auxiliaries under any definition. The Applicant will maintain the obligation referred to in the preceding section also during the entire phase of execution of the contract(s), in case the latter is/are awarded, which is confirmed integrated with the provisions of this Agreement.

2.3. The Applicant also undertakes to:

- (a) not offer, directly or indirectly, sums of money or any other reward, advantage or benefit, either directly or indirectly, in order to participate in the tendering and/or qualification procedures issued by the A2A Group (and/or each of its constituent companies, including the Customer) and/or in order to distort its correct execution in any way, and therefore also not to obtain and/or maintain the possible awarding of any contract(s);
- (b) refrain from carrying out any attempt at disturbance, irregularity or, in any case, violation of the competition rules, as well as the provisions of Italian Legislative Decree 50/16 where applicable, and to promptly report, and in any case within the term referred to in Art. **2.6** below, any attempt at disturbance, irregularity, distortion and violation of the rules, including those regarding competition, which it may become aware of during the qualification (and/or tendering) procedure and/or during the

execution of the contract(s), if awarded, providing objective and demonstrable elements to support the aforementioned reports;

- (c) conform their conduct to this Agreement, the provisions of the law and the principles of the Code of Ethics, which are the foundation of the actions of the A2A Group and of each of its constituent companies, including the Customer;
- (d) comply with the Anti-Corruption Policy adopted by A2A SpA and published on the A2A SpA website;
- (e) scrupulously respect, in every moment of its professional activity, all the regulations in force, including in particular those concerning the fight against corruption and/or organized crime, the protection of the environment and the efficient and sustainable use of energy sources, the guarantee of occupational health and safety, the fight against the illegal intermediation of labour and the economic exploitation of minors, and the freedom of association and collective bargaining;
- (f) apply at all stages of its business activities all the organizational and/or control measures aimed at ensuring compliance with the regulations and ethical principles specified in this Agreement and to comply with them also with reference to any other tendering and/or concession procedure by public administrations and/or equivalent persons in which it intends to participate;
- (g) promptly inform all the personnel it relies on, however appointed, of the obligations laid down in this Agreement;
- (h) impose compliance with the obligations and principles set forth in this Agreement on all of its possible subcontractors, however appointed;
- (a) ensure that the same obligations and principles set out in this Agreement are followed by all its employees, associates under any type of contract, subcontractors, however appointed and/or other auxiliaries under any definition, in implementing the activities and tasks assigned to them or otherwise related to them;

2.4. Notwithstanding the provisions of Italian Presidential Decree 50/16, where applicable, including Articles 80 and 108 (even if referenced for procedures not subject to the Code for Public Contracts), the Applicant confirms, also pursuant to Italian Presidential Decree 445/00, attaching for the purpose his identity document, that he and all legally relevant parties (including those referenced in Art. 80 Italian Legislative Decree 50/16)

(a) are not subject, even potentially, to any cases of exclusion referred to in Italian Legislative Decrees 50/16 and 159/11, and do not have any pending preventive procedures referred to in Art. 80 paragraph 2 Italian Legislative Decree 50/16;

(b) no preordained proceedings are pending to ascertain one or more of the cases referred to in the preceding letter, even if only in the preliminary investigation phase;

as an alternative to (b)

(c) the following preordained procedure/s are pending to ascertain one or more of the offenses referred to in letter (a) above (.....)

2.5. The Applicant undertakes to communicate at all times to A2A SpA, within 15 calendar days from the moment it becomes aware of it, the activation of one of the proceedings referred to in paragraph **2.4** above, providing a broad description.

- 2.6.** In the same period referred to in paragraph **2.5** above, the Applicant undertakes to communicate to A2A SpA
- (a) any request, submitted by anyone, of undue favours and/or other benefits as well as any extortion request, form of pressure and/or conditioning and to take all legal measures;
 - (b) any information in its possession that may reveal any breach of the obligations under this Agreement by any employee, subcontractor, however appointed, associate under any type of contract and/or any other auxiliary. In the event that the subcontractor or the auxiliary is a company, the Agreement extends to all the parties mentioned in paragraph 3 of Art. 80 of Italian Legislative Decree 50/16;
 - (c) report any conflict of interest, including those arising, with A2A spa, its subsidiaries, including the Customer, and the A2A Group in its entirety. The Applicant will accept the resulting decisions made by A2A spa, its subsidiaries, including the Customer, and the A2A Group in its entirety.
- 2.7.** The obligation remains for the Applicant to assume all legal and/or appropriate initiatives in the cases referred to in paragraphs **2.5** and **2.6** above.
- 2.8.** The Applicant is obliged to ensure that the same obligations are assumed and respected by all its subcontractors, however appointed, employees, associates and/or auxiliaries, however named.
- 2.9.** The Applicant undertakes to cooperate with A2A SpA, the A2A Group in its entirety and each of its constituent companies, including the Customer, in promptly collecting and communicating to them any information they request and any relevant news. In the same terms, the Applicant shall cooperate with A2A SpA, the A2A Group in its entirety and each of its constituent companies, including the Customer, in all initiatives launched by these parties, including any audits, which the Applicant will submit to without conditions.

3. The Customer's rights.

- 3.1.** The Applicant accepts that the Customer, without prejudice to the rights and powers granted by the law including Italian Legislative Decree 50/16 and Italian Legislative Decree 159/11, and by this Agreement, upon the occurrence of one of the cases referred to in the above articles and/or in case of violation of the above obligations, shall have full power to:
- (a) exclude the Applicant from all tendering and/or qualification procedures issued by A2A SpA and/or each of its subsidiaries, including the Customer;
 - (b) cancel and/or revoke the possible inclusion of the Applicant in the supplier register and in any other qualification systems, even if not regulated by Italian Legislative Decree 50/16, of A2A SpA and/or of each of its subsidiaries, including the Customer with respect to all the sectors for which it may be qualified, even if said qualification came about prior to signing this Agreement;
 - (c) suspend or terminate the awarded contract(s), without notice to the Applicant or any expense to be borne by the Customer (or by A2A SpA, the A2A Group in its entirety and each of its constituent companies);
 - (d) refuse authorization to subcontract or revoke any authorization already issued and obtain immediate removal of the subcontractor;
 - (e) obtain that the Applicant immediately remove one or more of its auxiliaries, if any, including subcontractors, however appointed.

4. Miscellaneous.

- 4.1. The communications that the Applicant is obliged to issue under this Agreement must be sent to A2A spa Supply Chain Direction.
- 4.2. The nullity of one or more provisions of this Agreement shall not affect in any way the validity or execution of the remaining provisions of this Agreement. The Applicant, at the Customer's recommendation, will replace any null provision with a new, valid and executable provision, which must, to the extent permitted, be similar to the purpose and effect desired in the original provision.
- 4.3. Any tolerance by the Customer of an Applicant's conduct that is in breach of the provisions contained in this Agreement does not constitute a waiver of the rights arising from the violated provisions or the right to require the exact fulfilment of all terms and conditions set forth herein.
- 4.4. These commitments remain valid for the entire period in which the Applicant remains in the register of suppliers and/or qualified in the qualification instruments, even if not regulated by Italian Legislative Decree 50/16, used by A2A SpA, by the A2A Group in its entirety and by each of its constituent companies, including the Customer.
- 4.5. This Agreement, signed by the Applicant, will be signed by the Customer upon submission and will thus be finalized.

[place and date]

[signature] ____

Articles 2, 3 and 4 above are specifically approved under Articles 1341 and 1342 of the Italian Civil Code.