ANTITRUST POLICY

APPROVED BY

PRYSMIAN S.p.A BOARD OF DIRECTORS

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prysmian

The planet's pathways

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LEADERSHIP MESSAGE

At Prysmian (hereinafter, also the "Company"), we recognize the crucial importance of free and fair competition, not only to ensure a righteous and dynamic business environment, but also to foster innovation and provide our customers with a wide range of products at the best possible conditions.

Our dedication to fair competition is not only part our corporate values, but also contributes to our continued success and the trust of our stakeholders. We firmly believe that a competitive marketplace is the foundation of a robust and prosperous economy, and we strive to actively support this goal for the sake of all.

We are committed to promoting fairness, integrity, and transparency in every aspect of our operations and to strictly comply with the competition laws and regulations of all the countries where we do business.

We therefore require our employees to refrain from any act, omission or behaviour that may hinder, alter, or distort fair competition, in any manner.

As part of this commitment, we have adopted this Policy, which sets forth the main rules rules of conduct that must be followed to ensure compliance with the applicable antitrust laws and regulations.

Thank you for your commitment to integrity and safeguarding our reputation.

Massimo Battaini

Prysmian CEO

1. PURPOSE & OBJECTIVE

As a multinational company, Prysmian is subject to the laws protecting free and fair competition among businesses of all the countries in which it operates and where its conduct may cause effects (hereinafter, "Antitrust Laws"), such as:

a) the rules established by the European Union, with particular reference to Articles 101 and 102 of the Treaty on the Functioning of the European Union ("TFEU") and
b) the corresponding provisions in force in most of the EU Member States as well as in the other relevant jurisdictions[1].

Failure to comply with the Antitrust Laws may jeopardize the Company's reputation and success and generate serious adverse consequences for Prysmian, such as:

a) monetary fines, that may reach up to 10% of Prysmian's group turnover;
b) legal proceedings;
c) reputational harms (e.g., adverse publicity);
d) invalidity of agreements;
e) civil actions (including class-actions) brought by competitors, customers and/or consumers suffering direct and/or indirect damages[2] by the unlawful conduct, as well as by a party to the anticompetitive agreement that is deemed not to be accountable for the offence;
f) negative impact on the prices of securities traded on regulated markets;
g) in some jurisdictions, criminal and/or monetary penalties[3], also applicable to the personnel involved in the offence (e.g., disqualification of directors)[4].

[1] By way of example, reference is made to Law No. 287 of 10 October 1990 in Italy, the "Competition Act" in the United Kingdom and the "Federal Trade Commission Act" in the United States of America ("US").
[2] Damages are normally calculated as a percentage of the value of the sales/projects concerned by the anticompetitive conducts and in some jurisdictions (e.g. US) are even enhanced to increase the deterrent effect of competition rules.
[3] In the US, criminal penalties can be up to $100 million for a company and $1 million for an individual, although the maximum fine may be increased up to twice the amount the infringers gained from the illegal acts or twice the money lost by the victims of the crime, if either of those amounts is over $100 million.
[4] Whenever a director is involved in the infringement, in some jurisdictions applies the disqualification up to five years, such as in Hong Kong. In most serious cases, the violation could lead to imprisonment for a term of up to 10 years, as provided by Australian and American regulation.

The purpose of this Antitrust Policy (hereinafter also "Policy" or "Document") is therefore to:

a) set forth the guiding principles to be followed to ensure compliance with Antitrust Laws;
b) provide guidelines and rules of conduct to be followed in this respect, with reference to agreements restricting competition, abuses of dominant position and operations requiring the prior authorization of the competent Antitrust Authorities;
c) increase, among the Recipients (as defined below), the awareness on the importance of Antitrust Laws and their impact on day-to-day business activities, as well as on the potential consequences in case of non-compliance;
d) help the Recipients to recognize situations, areas and behaviors that are at risk or sensitive according to Antitrust Laws, and consequently take the right compliance-driven decisions;
e) facilitate the discovery and reporting of potential antitrust infringements.

In this perspective, it must be noted that the Company started the adoption of an *Antitrust Compliance Program* ("ACP"), of which this Document constitutes an integral part, that is aimed, inter alia, at disseminating the knowledge of Antitrust Laws amongst all Employees (as defined below), with particular regard to those Functions that are more exposed to the risk of anticompetitive conducts.

2. ANTITRUST LAWS

Antitrust Laws ensure companies compete fairly, believing that vigorous competition encourages businesses to excel in the quality, variety and affordability of their products and services.

To achieve this result, companies are supposed to act autonomously and independently, without limiting their freedom to compete and without sharing commercially sensitive information that would make their future moves more predictable to competitors.

Additionally, undertakings holding a monopoly or dominant position should not take advantage of the weaker competition in that market to strengthen their position, by way of

example imposing unfair conditions to its customers or end-users or using tactics that undermine rivals' survival or potential entry in the market.

In sum, Antitrust Laws aim at punishing any conduct that may subvert the "*competition on the merits*" principle, since their main driver is enhancing the welfare of consumers, who must be able to purchase goods and services of the best quality and at the lowest possible price.

In exceptional circumstances, as better detailed below, this purpose may also justify cooperation between competitors or unilateral conducts by dominant firms that generate "*pro-competitive effects*" able to outweigh the anticompetitive effects, enhancing efficiency and benefit consumers (e.g., by favoring innovation or increasing choice in the market, such as Research & Development agreements).

3. POLICY OWNER

Group Compliance owns this Policy and is responsible for periodically reviewing and updating it to ensure it accurately reflects regulatory changes, best practices or business and organizational developments.

With this Policy, the Group Compliance is committed to:

a) providing, together with Corporate Affairs, advice, and support to the Employees;
b) contributing to develop internal controls and procedures aimed at preventing violations of Antitrust Laws;
c) monitoring the related non-compliance antitrust risks;
d) providing support in the training activities and awareness-raising initiatives, which are essential to develop and foster a culture of antitrust compliance across the organization;
e) reporting to Prysmian's top management any antitrust compliance relevant information and updates, that may be submitted also to Prysmian's internal control bodies, such as the Control and Risk Committee ("CRC") of Prysmian S.p.A..

4. APPLICABILITY

This Policy is applicable at group level (Prysmian S.p.A. and its branches, subsidiaries and controlled joint-ventures) and provides to all directors, officers, executives, employees and interns ("**Employees**"), together with all those who work for or on behalf of Prysmian (e.g. consultants, sales agents, suppliers and business partners) (together with Employees, collectively referred to as "**Recipients**"), the general rules of conduct that must be observed to ensure compliance with Antitrust Laws.

Recipients, at all levels need to respect the principles and rules described in this Policy, as anti-competitive behaviors could trigger the Company's liability – and, in certain cases, could also lead them to be personally liable – for anticompetitive infringements.

In this respect, Prysmian's top management plays a crucial role in the implementation of this Policy, overseeing its adequacy and effectiveness, as well as ensuring employees' behaviors are consistent with the principles contained therein (so-called "**Tone at the Top**").

It must be understood that, in case of any inconsistency or misalignment between this Document and what is provided for by local laws and regulations, the latter will always prevail and must be observed.

5. YOUR RESPONSIBILITY AS EMPLOYEE

This Document requires Employees to:

a) Read, understand, and comply with the requirements included in this Policy
b) Comply with Prysmian's *Code of Ethics* and any other applicable policy or procedure
c) Report immediately to your Regional Compliance Team or the **Prysmian Integrity First Helpline;** if you observe, or suspect, any violation of this Policy either by a Prysmian Employee or a third party working on behalf of the Company
d) Contact Corporate Affairs or Group Compliance with any questions or to report any concern related to this Policy
a) Complete assigned training related to this Policy when required.

6. GENERAL RULES OF CONDUCT AND PRINCIPLES

Prysmian defines and pursues its business targets in total autonomy and independence with respect to any competitors, solely operating based on its own commercial decisions and recognizes the paramount importance of free and fair competition.

To this end, Prysmian requires all Recipients to strictly refrain from any act, omission or behaviour that could represent even a mere attempt to breach Antitrust Laws, especially with reference to:

a) agreements, both between competitors ("Horizontal Agreements") and parties active at different levels of the distribution chain ("Vertical Agreements");
b) abusive exploitation of a Dominant Position (as defined below), wherein such position is held by Prysmian in a market considered as "relevant" according to Antitrust Laws ("Relevant Market");
c) operations that require prior authorization from the competent competition authorities, without having obtained such authorization;
d) exchanges of sensitive information with competitors, also within trade associations or similar bodies' meetings or occasions.

In case of any question or doubt about Antitrust Laws or the enforcement of this Policy, all Prysmian employees are required to contact in advance the local Corporate Affairs Department (or the external legal advisor) or the competent Regional Compliance Team, and refrain from any action until a response is obtained.

6.1. Powers of Inquiry of Antitrust Authorities

Enforcement of Antitrust Laws is performed by independent and highly sophisticated public authorities ("Antitrust Authorities"), with ample powers of investigation including:

i. The power to conduct inspections without notice ("Dawn Raids") on any Prysmian premises, individual or legal persons that are deemed to be in possession of any documents that may be relevant to a preliminary investigation. When executing an inspection, Antitrust Authorities usually avail themselves of the collaboration of police

officers which, in case of resistance, have the power to force access to offices, rooms, cabinets, computers etc. Furthermore, they may also affix seals whenever deemed necessary to ensure performance of an inspection, or to prevent any potential tampering (e.g. when inspections last more than one day).

As indicated in the Operating Instruction "*Management of Dawn Raids by Antitrust Authorities*", the personnel of the Prysmian company subject to inspection must cooperate with the officers. The unjustified refusal to supply information or disclose documents relevant to the preliminary investigation or the rendering of untruthful information is punishable by specific sanctions and can be deemed an aggravating circumstance when assessing antitrust infringements.

ii. The powers to request information. Any Prysmian company receiving such request must reply in a full and truthful manner or face sanctions. Since requests are used to obtain information aimed at opening or carrying out an investigation, replies should be studied with particular care with the necessary involvement of Corporate Affairs and Group Compliance;

iii. The powers to exchange information between Antitrust Authorities. In case of infringements covering several jurisdictions, proceedings are coordinated between the relevant Antitrust Authorities.

iv. The powers to grant benefits (immunity or considerable reduction of applicable sanctions) to those companies that provide information for the identification and sanction of cartels (which aim at fixing prices, sharing markets, or following through with other serious forms of anticompetitive conduct) (known as "**Leniency Programs**").

Given the above, it must be pointed out that the outlined powers must be exercised by the Antitrust Authorities respecting specific boundaries. In particular, the:

i. Prohibition of self-incrimination, since Antitrust Authorities cannot force the alleged transgressor to admit the existence of transgression by rendering testimony against himself.

ii. Attorney-client privilege, since in most jurisdictions Antitrust Authorities cannot request the production of correspondence with external legal counsel or prepared at its request for the purpose of exercising defence rights in proceedings.

7. SPECIFIC RULES OF CONDUCT

Prior to setting forth the specific rules to be followed, it must be pointed out that Antitrust Laws prohibit any arrangement between companies that have the purpose or effect of impeding, restricting or distorting competition ("**Restrictive Agreements**").

An arrangement – to be meant as any form of coordination and cooperation, typically in the form of agreements, concerted practices or decision by association of companies (e.g. trade associations) – not necessarily required to derive from formal documents or written agreements (e.g. contracts, letters of intent, memorandum, etc.): non-binding declarations, verbal (by phone or in-person) and even implicit agreements are sufficient to trigger an antitrust liability.

Restrictive Agreements can be as such:

i. *By object*: when they are created for the purpose of restricting competition (referred to as "**Hard-core Restrictions**"). Such arrangements include practices such as price fixing, boycott, bid rigging, market/customer sharing and resale price maintenance and are considered *de jure* null and void, with the consequence that it is unnecessary to demonstrate any actual or potential anticompetitive effects on the market.

ii. *By effect*: when they are not created with the purpose of restricting competition, but such restriction is an effect, even indirect, of the agreement. In this case, there is no presumption of anticompetitive effects: the agreement in question must have appreciable anticompetitive effects, whether actual or potential. It follows that such arrangements must be deeply examined to evaluate their effects on competition. In particular cases, Restrictive Arrangements by effect may be exempted from the ban when they enhance competition, generating "*pro-competitive effects*" able to outweigh the anticompetitive effects.

7.1. Dealing with Competitors

Given that Horizontal Agreements (commonly known as "*cartels*") are considered as the most serious form of anticompetitive behaviour, Recipients must observe the following principles of conduct when dealing with competitors:

i. Careful verification of the form and content of any communication and/or unilateral statement (e.g., letters, e-mails, internal memos), since these must not be susceptible of being interpreted as evidence of the presence of anticompetitive agreements, as a way of example by raising suspicion of having received and/or having transmitted confidential information to competitors).

ii. Always follow a previously agreed and lawful agenda in case of meetings with competitors, even in the context of trade associations or other legitimate contexts. In any event, note that discussions must never deal with:

- prices, discounts or refunds, costs, quantities produced and sold, profit margin, supply sources, or any other element referable to the future marketing strategies;
- issues relating to confidential profiles (economic terms, etc.) inherent to relations with resellers, suppliers, or distributors;
- information relating to the identity of clients and any other confidential information relating to clientele;
- business, investment, or advertising strategies;
- collective actions (e.g. collective refusals to contract with a specific client and collective refusal to accept certain contractual terms are prohibited).

iii. Raise immediate opposition should any issue above (see ii) be dealt with during a meeting (or placed on the agenda of a trade association) with one or more competitors, insisting that it must not be discussed (and must be removed from the agenda). If opposition fails, the meeting must be abandoned immediately, making sure that both objections and abandonment of the meeting are formally recorded. This latter precaution is particularly important as Prysmian may be held responsible

for breaches arranged by others if it was aware of collusion and nonetheless accepted the consequences. In other words, even a company who passively attends an anti-competition meeting may be held responsible for the agreement, unless it proves that it expressed its dissent and then formally abandoned the meeting.

iv. When attending trade associations meetings, strictly comply with the following rules of behaviour:

- In the event of any doubt concerning compliance with Antitrust Laws, issues subject to discussion must first be submitted to the local Corporate Affairs Department (or the external legal advisor) or the competent Regional Compliance Team.
- promptly inform the local Corporate Affairs Department (or the external legal advisor) or the competent Regional Compliance Team of any issues (even when not included on the meeting's agenda) that may be subject to Antitrust Laws were discussed.

v. Any coordination and/or exchange of information with competitors concerning bidding terms, as well as the decision of whether to participate in the tender, is prohibited. In this regard, it must be noted, however, that the following are allowed:

- discussion of issues relating to client solvency and reliability with competitors (however, also in this case it is recommendable to previously seek the advice of the local Corporate Affairs Department (or the external legal advisor) or the competent Regional Compliance Team;
- use of data relating to prices made known to the public and any other information relating to competitors that is freely available;
- exchange of statistic information when it contains aggregate data that does not allow for the identification of the source company.
- However, given the inherent difficulty of understanding the antitrust consequences of information exchanges with competitors, prior consultation with the Regional Compliance Team or the local Corporate Affairs Department (or the external legal advisor), is always advisable.

vi. Special attention must be paid whenever participating in a tender, especially if participating in a consortium (e.g., by establishing temporary company associations). In effect, an agreement between two competing companies regarding joint participation in a tender is potentially capable of leading to a coordination of their competitive behaviour. Joint participation in tenders is discouraged, especially whenever it involves two or more companies that, by themselves, could meet the technical and financial requisites needed to participate in the tender on a stand-alone basis. Of course, apart from these considerations of a general nature, it is necessary to proceed on a case-by-case analysis.

7.2. Dealing with Customers

Antitrust Laws treat Vertical Agreements less severely than Horizontal Agreements, because of the positive effects they can produce, particularly promoting price competition, cost reduction and improvements of good and services' quality. In fact, the most common Vertical Agreements (e.g., licensing, distribution – exclusive and selective – purchase and franchising agreements) are considered pro-competitive even if they limit the parties' ability to freely compete.

However, Vertical Agreements may also determine antitrust risks when there is insufficient competition at one or more levels of trade (i.e., if there is some degree of market power at the manufacturer or buyer level or both). Hence, to comply with Antitrust Laws in most jurisdictions, when dealing with distributors, wholesalers, resellers, and any client ("Customers"), Recipients must comply with the following principles:

i. Refrain from engaging in conducts that may be interpreted as unlawfully limiting or influencing the Customers' freedom to set their own resale prices (e.g. imposing minimum or fixed resale prices; giving rewards - such as incentives or bonus - or granting discounts and refunds for applying Prysmian's recommended prices).

ii. Refrain from following-up on complaints concerning excessive price discounts applied by other distributors (of the same products/services of the same producer).

iii. Refrain from tying the sale of products, in respect of which Prysmian may have a Dominant Position (as defined below), to the purchase of other, unrelated, products ("Tying Agreements").

iv. Refrain from setting up discriminatory and/or unlawful distribution systems.

v. In case of interest to adopt a selective distribution system, verify the criteria for the selection of distributors with the local Corporate Affairs Department (or the external legal advisor) or the competent Regional Compliance Team.

vi. Refrain from imposing unlawful restrictions on passive sales by the Customers, including online sales.

vii. Refrain from contracting a customer to purchase all of its needs from Prysmian ("Exclusive Dealings").

viii. Carefully assess with the local Corporate Affairs Department (or the external legal advisor) the inclusion of non-compete clauses or similar provisions in relevant contracts.

7.3. Principles of Behaviour when Holding a Dominant Position

"Dominant Position" means a situation of economic power that enables a business to impede effective competition on the Relevant Market and to behave independently from its competitors, suppliers, customers, and consumers. Such position arises from a combination of several factors (e.g. market shares[5], barriers to entry of new operators, etc.) that, considered individually, are not necessarily determinative.

[5] The market share usually is an important factor to establish dominance in a Relevant Market. In most of the jurisdiction, whenever a company hold more than 40% of the share, it is presumed to be dominant unless it is proven that it is unable to exercise significant market power in the market where it operates. However, in some legislation there is no specified market share threshold that establish market power (such as in Australia); in such a case, courts have defined market power as the ability to act free from the constraints of competition, especially in relation to price.

Holding a Dominant Position is not *per se* forbidden: Antitrust Laws prohibit companies from abusing such a privileged position to the detriment of competition. Practices of abuse of dominant position are distinguished between "*exploitation abuses*" (i.e., practices aimed at abusing the market power to the detriment of suppliers and customers) and "*exclusionary abuses*" (i.e., unlawful conducts aimed at excluding competitors, even potential, from the Relevant Market).

About the rules to be followed, first it should be established whether, with reference to a specific product or service, the market position of the interested Prysmian legal entity qualifies as a Dominant Position. To this end, it is necessary to monitor the evolution over time of Prysmian's market position and the Recipients should refer to the local Corporate Affairs Department (or external legal advisor) or the competent Regional Compliance Team.

Furthermore, in relation to products or services with reference to which Prysmian may have a Dominant Position in the market, the following rules of behaviour should be complied with:

i. Do not refuse, without an objective and reasonable justification, to supply competitors and/or Customers with an intermediate product required for competing in *downstream* markets (so-called "**Refusal to Deal**");

ii. Refrain from applying prices disproportionately higher than the economic value of the products/services provided ("**Excessive Prices**") or applying prices abnormally low or below costs ("**Predatory Prices**");

iii. Do not force Customers, directly or indirectly, to buy exclusively or mostly from Prysmian and not from competitors;

iv. Ensure that any rebates, discounts, incentives, or more advantageous business terms that might be granted are previously approved by the local Corporate Affairs Department (or external legal advisor), are based on objective and transparent criteria, and have a legitimate business justification (e.g., are justified by cost savings or gains in efficiency);

v. Do not tie the sale of products to the purchase of other unrelated products ("**Bundling**") and previously evaluate with the competent local Corporate Affairs Department (or external legal advisor) and Regional Compliance Team any scheme that entails the sale of tied products;

vi. Avoid groundless discrimination between Customers or between Prysmian legal entities and third-party companies;

vii. Do not abuse the economic power and strength in vertical relationships with Customers or suppliers that might be in a state of "Economic Dependence"[6] on Prysmian.

Where Prysmian holds – or it is likely or doubtful that holds – a Dominant Position, Corporate Affairs and Group Compliance must be consulted before engaging in initiatives which may coincide, even partially, in the conducts described above or are anyway capable of producing exclusionary effects on competitors or undue exploitation of Customers and suppliers.

7.4. Principles of Behavior in Case of Concentrations

Operations between undertakings that can cause a lasting change of control of the involved undertakings, whether *de jure* or *de facto* ("**Concentrations**"), must be notified in advance to the competent Antitrust Authorities to allow preventive control, aimed at preserving a balanced market structure and effective competition and avoiding antitrust concerns.

Whenever the Concentrations lead to significant lessening of competition, Antitrust Authorities can either prohibit them or impose conditions and amendment to remedy their anticompetitive effects.

By way of example, Concentrations include:

a) acquisitions (of a company, branches, goods, or assets);

[6] An "Economic Dependence" is a situation where an undertaking is able to – unilaterally – cause an excessive imbalance of rights and obligations in its commercial dealings with another company, taking into account the possibility for the latter to find satisfactory alternatives on the market.

b) creations *joint ventures*;
c) mergers of two or more independent undertakings;
d) transformations of a company from "*sole*" to "*joint*" control and vice-versa, as well as the modification of the subjects that exercise "*joint*" control.

Whenever the operation falls within one of the above – or, in any event, constitutes a Concentration according to Antitrust Laws – and the involved parties exceed the turnover thresholds set forth by the applicable rules, such operation must be notified to the Antitrust Authorities before it takes place.

Hence, all Recipients, before commencing negotiations related to any actual or potential Concentration:

i. Must inform the local Corporate Affairs (or external legal advisor) and Group Compliance Functions and

ii. Until opinion by the above Functions is given or, where applicable, the authorization by the competent Antitrust Authority is issued, are not allowed to exchange information or to implement the transaction and must refrain from any action, behaviour or conduct that might violate Antitrust Laws.

Even after the signing of a transaction agreement, but until clearance from the competent Antitrust Authorities is obtained and the deal is closed, the involved parties, which might include Prysmian, must:

i. Not exchange any competitively sensitive information;

ii. Take any commercial, marketing, and operating steps based on unilateral decisions;

iii. Operate independently in a "business as usual" mode, refraining from behaviours such as:
   - communicate or suggest that the other party must be considered as part of "your" group;
   - avoid competing for contracts for which you would have competed absent the transaction;

- directing a customer or potential customer to the other party;
- not soliciting new customers that you would have solicited or competed for in the absence of the transaction;
- negotiate new agreements with the other party without prior advice from the local Corporate Affairs or the external legal advisor.

7.5. Drafting Documents and E-Mails

When creating any document or drafting an e-mail, remember that if an allegation were to be raised against Prysmian, that document or e-mail could be a piece of evidence. To avoid misunderstandings from an external party reading an e-mail, text, or other message, keep in mind the following principles when creating any document or drafting an e-mail:

i. Avoid speculation, exaggeration, inflammatory or extravagant language;
ii. Be clear and concise;
iii. Be factual and avoid humour;
iv. Always indicate the source of the information (i.e., publications, customers, suppliers, etc.);
v. Write any document with the idea that it could become public – if you would not want to see what you have written on the front page of a newspaper or headlining the internet, you should not be writing it;
vi. Remember, all documents are retrievable, even if "deleted".

It is understood that Employees are required to observe the above principles, to the extent applicable, and to take the necessary actions also when receiving documents and emails from third parties.

8. CONSEQUENCES OF POLICY VIOLATION

As a Prysmian employee, you agree to uphold our commitment to ethical conduct and integrity and to abide by our Code of Ethics. Any Prysmian employee who does not comply with this Policy and/or engages in conducts in violation of Antitrust Laws shall be subject to disciplinary measures, including possible dismissal, as well as any other legal action required to protect the interest and reputation of Prysmian, in line with the applicable legislation.

The Company reserves the right, at its sole discretion, to disclose information about violations of law by Prysmian employees to relevant regulatory agencies.

9. REPORTING A POLICY VIOLATION

Any Recipient is required and encouraged to report any violation, either actual or potential, of this Policy through:

a) The **Prysmian Integrity First Helpline**,
b) the competent Regional Compliance Team or the other designated subjects indicated within the Helpline Policy, publicly available in the dedicated Section of our **Corporate website**.

Any form of retaliation, including threats and attempts of retaliation, is strictly prohibited. Prysmian is committed to ensuring that all employees are free to disclose any violation, either real or suspected, of the Prysmian's Code of Ethics or any other Company policy or procedure, to the extent they have reasonable grounds to believe that the matters reported are true.

You will not be adversely impacted or retaliated upon in the workplace, either personally or professionally, for raising a valid concern pursuant to the Helpline Policy.

10. AUDIT, MONITORING AND CONTINUOUS IMPROVEMENT

Group Compliance, as owner of this Policy, is responsible to perform periodic reviews and updates of this document, examining revisions to be made based on internal organizational updates, changes to external legislation and best practices.

Adopting a risk-based approach, on a periodical basis the Group Compliance and separately Internal Audit Department may perform, respectively, monitoring or audit activities aimed at verifying the correct enforcement of this Policy.

11. RELATED DOCUMENTS

The following Documents are related to this Policy and must be consulted by all Prysmian Employees for further guidance.

a) Code of Ethics;
b) Helpline Policy;
c) Relations with Public Administration Procedure;
d) Management of Dawn Raids by Antitrust Authorities Operating Instruction.

All the above documents are available in the Ethics & Integrity Section of our **Company Intranet**, while part of them is also publicly available within the correspondent Section of our **Corporate website**.