

VERSALIS COMPLIANCE PRINCIPLES

1. Business Integrity

1.1 The Buyer declares that it has read and is aware of: (a) the Eni Code of Ethics; (b) the general standards of transparency of the Model 231 under Italian Legislative Decree 231/2001 and of the Compliance Models; (c) Eni's "Anti-Corruption" ECG Policy, including the references to whistleblowing channels; (d) the "Respect for Human Rights in Eni" Policy and the "Zero Tolerance against Violence and Harassment at Work" Policy adopted by Versalis S.p.A. or any affiliate of Versalis S.p.A. selling the Products under an agreement ("**Versalis**") and available on the website www.eni.com.

1.2 The Buyer declares that it has no conflict of interest with respect to the execution of this agreement and undertakes to promptly inform the Versalis if such a situation should arise during execution thereof.

1.3 The Buyer:

- declares that it has complied with and undertakes to comply with the regulations on anti-corruption, anti-money laundering, as well as on corporate administrative liability, health and safety of workers, environmental protection and anti-terrorism;
- undertakes to respect Human Rights, meaning (i) the principles contained in applicable national and international laws and instruments, guidelines and best practices aimed at preventing human rights violations, including the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises and the ILO Declaration on Fundamental Principles and Rights at Work; (ii) the provisions of applicable law regulations concerning terms and conditions of employment, as well as (iii) the national and international regulations against the trade in and trafficking of human beings, immigration regulations and residence permit requirements for citizens of third countries and laws against forced labour;
- undertakes to promptly notify the Versalis of any suspected or confirmed violations of anti-corruption, anti-

money laundering, corporate administrative liability and/or Human Rights law of which it becomes aware (except for those that may be considered as subject to legal privilege)

1.4 Any failure by the Buyer to comply with the statements, guarantees and obligations set out above shall constitute a material breach and shall entitle the Versalis to notify in writing the Buyer of this breach, providing reasonable detail and requiring the situation to be remedied within 30 (thirty) days. If this period expires unsuccessfully, or if the said breach cannot be remedied, the Versalis shall have the right to terminate the agreement, upon notice to the Buyer by registered letter or registered email, containing a summary of the factual circumstances or judicial proceedings relating to the said breach and the intention of the Versalis to apply this clause, without prejudice to any other remedy provided by law.

1.5 Any failure by the Buyer to comply with any of the statements, guarantees or obligations set out in this article will constitute a material breach and will entitle the Versalis to be held harmless by the Buyer from any and all loss or damage suffered and against any actions by third parties arising from the aforesaid breach, without prejudice to any other remedy provided by law.

2. International Sanctions

2.1 Each Party, in the performance of the agreement and the activities directly or indirectly connected to it, shall comply with any applicable Sanctions and shall abstain from any conduct (including an action or an omission of action) that would result in the other Party being exposed to the risk of punitive and/or retaliatory measures of any nature under Sanctions, where Sanctions means any laws, regulations, rules, orders concerning economic and financial sanctions, embargo, trade restrictions, export controls and similar laws imposed, administered or enforced by the United Nations, the European Union (and each Member State), the United Kingdom and the United States of America. In the performance of the agreement, the Buyer undertakes not to export, re-export, supply, sell, re-sell the (Product/ Item/ Good/ Software/ Technology) supplied by the Versalis, directly or

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indirectly, in/to any country or territory subject to comprehensive Sanctions.

2.2 Notwithstanding anything to the contrary elsewhere in the Conditions, any Party shall not be obliged to perform any obligation otherwise required by the agreement if this would be in violation of, inconsistent with, Sanctions or expose it to the risk of punitive and/or retaliatory measures of any nature under, Sanctions.

2.3 In the event that the Buyer breaches any provision above or violates any Sanctions, the Versalis shall have the right to unilaterally terminate the agreement immediately or to take other appropriate action in accordance with the terms of the Conditions. Further, the Buyer will fully indemnify the Versalis and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorneys' fees and expenses) arising out of the Buyer's non-compliance with this article, including Buyer's violation or alleged violation of any Sanctions.

3. Data Protection

3.1 The Parties recognise that each of them is acting as an independent data controller and undertake to operate in full compliance with the data protection legislation applicable to them (such as, for the Versalis, Regulation (EU) 2016/679 ("GDPR")) in relation to the processing of personal data connected with the execution and performance of the agreement.

3.2 To the extent Buyer is located outside of the European Economic Area, transfers of personal data will be carried out in accordance with the provisions of Chapter V of the GDPR.

3.3 In application of article 12(1) GDPR, the privacy information notice supplied by the Versalis is attached below (Annex 1).

VERSALIS ANNEX 1 – PRIVACY INFORMATION NOTICE

As required by the data protection law applicable ("**Applicable Data Protection Law**"), Versalis ("**Company**" or "**Data Controller**") sets out below the privacy notice relating to the processing of your (as the Data Controller's

customer - the "**Customer**") personal data ("**Personal Data**") in relation to the performance of your contractual relationship with the Data Controller.

This privacy notice is for the Customer (if a natural person) and for the individuals that the Customer deploys (e.g. directors, trainees, employees, collaborators, partners and, more generally, those involved in various ways in the performance of the agreement - "**Data Subjects**"). The Customer undertakes to give this privacy notice to those individuals whose Personal Data will be processed.

Regarding the processing of Personal Data in connection with ethical and reputational checks (e.g. anti-corruption due diligence), please see the privacy information notice available at eni.com.

With regard to the processing of Personal Data that takes place in the event that the Customer is involved as a reported person or as a third party in the context of a reporting illegal conduct (so-called "**Whistleblowing Report**"), please refer to the privacy policy available at this [address](#), which you should read.

1. Data Controller

The Data Controller is, depending upon the selling entity: a) Versalis S.p.A., with registered office at via Viale Alcide De Gasperi n. 2, San Donato Milanese, Milan, Italy; b) Versalis France S.A.S., with registered office at 4531 Route Des Dunes, Dunkirk, France; c) Versalis Deutschland GmbH, with registered office at Otto-Roelen Straße 4, 46147 Oberhausen, Germany; d) Dunastir Polisztirolgyártó Zrt., with registered office at Árpád fejedelem útja 26 1023, Budapest, Hungary; Versalis International S.A., with registered office at Rue Guimard 1A, 1040 Bruxelles, Belgium.

2. Personal Data processed

The Personal Data processed are those provided by the Customer during the negotiation, execution and performance of the contract with the Company. Examples of such Personal Data are an individual's personal details and contact details; information produced during the negotiation, performance and/or management of the contractual relationship and, in any event, any Personal Data that might be provided to the Data Controller in this context; information of an accounting nature, about payments, debts,

including residual ones, and possible debt recovery processes.

Such information is to be considered as Personal Data insofar as it pertains directly or indirectly to identified or identifiable natural persons.

3. Purposes of the processing

Personal Data is processed:

- a. to comply with legal obligations and public authorities' requests;
- b. to measure the creditworthiness of Customers and assess their reliability and punctuality of payments;
- c. to organize, manage and perform the contractual relationship. Personal Data will also be processed in the context of administration, bookkeeping and contract management, invoicing/payment processes, obligatory/voluntary auditing and certification of the financial statements, the assignment or advance of receivables, and provision of assistance. They will also be processed in order to fulfil obligations deriving from contracts and/or other specific contractual conditions and to comply with specific requests made by the Customer and/or individuals that work under the Customer's authority;
- d. to analyze, on an aggregate basis, use of the services/products that are the subject of the contractual relationship, in order to improve them and satisfy specific customer requirements, and also to enable the Company to carry out, on an aggregate basis, market research and economic and statistical analyses;
- e. in the context of exceptional transactions involving a merger, sale or business unit transfer, to enable due diligence processes;
- f. to ascertain, exercise or defend a right of the Data Controller or of a third party before the courts.

4. Legal basis

Processing of the Personal Data for the purposes indicated in paragraph 3, let. a) is required by the provisions of the law governing the contractual relationship or may be required by public authorities.

Processing of the Personal Data for the purposes indicated in section 3, let. b) is based on a

legitimate interest of the Company in the correct measurement of creditworthiness and credit risk as well as the correct assessment of the reliability and punctuality of Customer payments, the prevention of the risk of fraud, including the prevention of the risk of identity theft.

Processing of Personal Data for the purposes indicated in paragraph 3, let. c) above is necessary for the performance of the agreement with the Customer or in order to implement measures prior to entering into the agreement.

Processing of Personal Data for the purposes indicated in paragraph 3, let. d) above is based on a legitimate interest of the Company in continually improving the efficiency and safety of its products and services.

Processing of Personal Data for the purposes indicated in paragraph 3, lett. e) and f) above is based on a legitimate interest of the Company in pursuing its commercial activities and safeguarding its rights.

Any refusal to provide Personal Data for the purposes listed in paragraph 3, lett. a), b), c) e) and f) will make it impossible for the Company to consider the submitted bid and to establish a contractual relationship.

5. Means of processing

Personal Data may be processed with the aid of electronic or automated systems, managed through tools that ensure security and confidentiality, and will include every operation or set of operations necessary for the processing.

6. Persons authorized to process and recipients of Personal Data

Personal Data are processed by personnel appointed by the Data Controller to pursue the purposes described in paragraph 3, as persons authorized to process.

The Personal Data may be disclosed by the Data Controller not only to public authorities, where requested by them or where required by law, but also to the following categories of recipients, solely for the purposes indicated in paragraph 3 above:

- Eni S.p.A. and other companies controlled by Eni S.p.A;
- insurance companies in charge of settling claims;

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- companies specializing in debt recovery;
- credit information companies;
- advertising companies;
- professional and advisory firms engaged in connection with ordinary business and litigation;
- overnight/supervisory bodies;
- IT service providers;
- audit firms.

Personal Data will not be disseminated, unless required by law.

With respect to the Personal Data disclosed to them, recipients in the above categories may operate as data processors (in which case they will receive appropriate instructions from the Data Controller) or as independent data controllers.

The Company guarantees that it will take the utmost care to ensure that the disclosure of Personal Data to the above recipients will be restricted to the information necessary to achieve the specific purposes for which the Personal Data is required.

7. Transfer of Personal Data

Where this serves the purposes described in paragraph 3, Personal Data might also be transferred to a third country. Each time the Personal Data is transferred internationally, the Data Controller will take all contractual measures suitable and necessary to guarantee a suitable level of protection of the Personal Data, in accordance with the Applicable Data Protection Law.

8. Storage of Personal Data

The Personal Data will be stored in the Data Controller's filing systems, including automated ones, and protected by appropriate security measures, until the purposes described in paragraph 4 above have been achieved, after which they will be erased.

In all cases, the Personal Data will be retained for 7 years after the end of the contractual relationship, to enable the Company to defend itself from any claims brought in relation to the agreement.

The Personal Data might be retained for longer in the event of litigation or requests from competent authorities or where required by applicable law.

9. Rights of data subjects

Where applicable, and within the limits set by the Applicable Data Protection Law, Data Subjects are entitled to:

- obtain confirmation from the Data Controller as to whether their Personal Data is being processed, and, where that is the case, access to the information as indicated in the Applicable Data Protection Law;
- obtain from the Data Controller the rectification of inaccurate Personal Data, or, considering the purposes of the processing, have incomplete Personal Data completed;
- object and withdraw consent to the processing of their Personal Data based on their situation, where consent is the applicable legal basis relied upon to process their Personal Data.

These rights may be exercised by emailing: dpo@eni.com.

Without prejudice to their right to initiate other administrative or judicial proceedings, Data Subjects also have the right to lodge a complaint with the competent supervisory authority if they believe that there has been a breach of their rights regarding the protection of their Personal Data.

Data Controller has appointed a Data Protection Officer (DPO) who is responsible for overseeing its applicable data protection obligations. Please contact the DPO at dpo@eni.com for any queries regarding your Personal Data.