



## **ANNEX “C”**

# **CONTRACTUAL CLAUSES**

Non-sworn translation



## Contractual Clauses

In accordance with the provisions of the Model and, in particular, with the provisions of the Code of Ethics and the Disciplinary and Sanctioning System of Angiodroid S.p.A. ("**Angiodroid**" or the "**Company**"), Angiodroid's collaborators, business partners, consultants and suppliers of goods and services must also undertake to comply with the provisions contained therein.

Any violation of the aforementioned provisions may result in the termination of the contract, without prejudice in any case to the Company's right to take action for compensation for damages suffered.

It is therefore appropriate for the Company to include in its contracts an *ad hoc* clause through which the contractual counterparty undertakes to comply with Legislative Decree no. 231/2001 and Angiodroid's Code of Ethics.

Below is an example of a standard clause that Angiodroid could include in its contracts:

*"X [contractual counterparty] declares that it has not committed any violation that could give rise to its liability pursuant to the provisions of Legislative Decree 231/2001 (and its subsequent amendments and additions) and that it is not aware of any ongoing investigations by the competent authority in this regard. X declares to be aware of the fact that Angiodroid has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 ("**Organizational Model**"), and, within the framework of this Organizational Model, its own code of ethics ("**Angiodroid Code of Ethics**") which X declares to have received and to accept as an integral part of this contract. X, therefore, undertakes to operate in accordance with the requirements of current legislation and the rules of conduct of the Angiodroid Code of Ethics and not to engage in any conduct that may result in liability pursuant to Legislative Decree 231/2001, and to ensure that its employees and collaborators do not engage in liability. whether in favour of the Company or third parties. In the event of non-compliance, even partial, by X with this provision and/or in the event that the declarations made therein prove to be incorrect, untrue or incorrect, Angiodroid may terminate this contract by law pursuant to Article 1456 of the Italian Civil Code, without prejudice in any case to the right to take action for compensation for any damage suffered".*

In contracts with foreign counterparties, the above clause may be replaced by the following:

*"X is aware that Angiodroid has adopted an Organizational, management and control model ("**Organizational Model**") and a code of conduct ("**Code of Conduct**") pursuant to Legislative Decree 231/2001 ("**Italian Corporate Criminal Act**").*

*The Italian Corporate Criminal Act has introduced a specific liability of the Italian companies for crimes in compliance with the provisions of certain international conventions, including the Convention of the protection of the European Communities financial interests (dated July 26, 1995), the Convention against corruption involving officials of the European Communities or officials of Member States of the European Union (dated May 26, 1997) and the OECD Convention on Bribery of Foreign Public Officials in International Business Transactions (date December 17, 1997).*

*In particular, X is aware that the Organizational Model of Angiodroid provides, inter alia, for a set of rules and practices to be followed in order to avoid the commission of the crimes listed in the Italian Corporate Criminal Act.*

*X acknowledges to have received, read and understood the content of the Organizational Model of Angiodroid. Furthermore, X agrees to, and undertakes that any of its employees shall, comply with the provisions, rules and practices of the Angiodroid Code of Conduct and the Organizational Model and to avoid any commission or attempt of commission of any illicit conduct and/or crimes (as referred to in the Italian Corporate Criminal Act). In case of any breach or violation of this clause by X or its employees, Angiodroid may (without limitation to any other right it may have) and*



*notwithstanding any other provision of this agreement to the contrary, immediately terminate this agreement, in whole or in part, by written notice”.*

Non-sworn translation