SONATRACH RAFFINERIA ITALIANA S.R.L.

ANTITRUST GUIDELINES

RULES OF CONDUCT FOR ANTITRUST COMPLIANCE

3 November 2022

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INTRODUCTION

Sonatrach Raffineria Italiana S.r.l. (hereinafter also referred to as "**SRI**") is a company incorporated under the laws of Italy, belonging to the Algerian Sonatrach Group, incorporated in June 2018 by its sole shareholder Sonatrach Petroleum Investment Corporation B. V. in order to acquire the Augusta refinery and three depots of petroleum products located in Augusta, Naples and Palermo, respectively, and to carry out the activity of refining crude oil and producing petroleum products, such as - by way of example - gasoline, diesel, bitumen, lubricating bases, etc.

In accordance with the general principles contained in the Company's conduct policy on competition, these antitrust guidelines, adopted by the Company's Board of Directors on 3 November 2022, (hereinafter, the "**Antitrust Guidelines**") set out some rules of conduct to be fully observed by all directors, employees and collaborators of the Company in order to ensure compliance with competition law.

These Antitrust Guidelines ensure that the Company's core values on compliance with the rules protecting competition are clearly defined and are used as a fundamental pillar of the company culture and a standard of conduct for all Company personnel in the performance of their work, both in their relations with authorities, institutions and trade associations, and in their business relations with suppliers and customers and, more generally, in their relations with stakeholders.

The purpose of these Antitrust Guidelines is to illustrate, in a simple and accessible manner, the contents of competition law and provide a practical guidance on how to deal with specific situations that may potentially give rise to antitrust violations.

These Antitrust Guidelines have been drawn up taking into account the areas of activity that bear the highest risk of possible violations of competition law, with a view to preventing them and assessing them carefully, where appropriate, from a legal perspective.

These Antitrust Guidelines merely provide minimum standards for free and fair competition, reflecting existing best practices. However, they do not aim to cover all potentially relevant cases or applicable antitrust provisions.

SCOPE OF APPLICATION AND GENERAL PRINCIPLES

These Antitrust Guidelines are intended for all of the Company's directors, employees and collaborators and apply to any relations with authorities, institutions and trade associations, as well as business relations with suppliers and customers and, more generally, relations with any stakeholder. These guidelines are therefore binding on the conduct of the Company's directors, employees and collaborators. For this reason, the Company has decided to make the following commitments regarding the dissemination, application and updating of the Antitrust Guidelines:

(i) to ensure dissemination of the Antitrust Guidelines in a timely fashion, making them easily accessible to all recipients and delivering appropriate training programmes to its staff members;

(ii) to ensure the periodic review and updating of the Antitrust Guidelines in order to bring them in line with the development of the Company's business, markets, relations with Authorities, institutions and trade associations and the legislation applicable from time to time;

(iii) to set up appropriate support tools to provide clarification on the interpretation and implementation of the Antitrust Guidelines provisions;

(iv) to ensure that the identity and professional protection of whistleblowers are safeguarded, without prejudice to any relevant legal obligations;

(v) to periodically monitor compliance with and adherence to the Antitrust Guidelines.

The relations between the Company and other Sonatrach Group companies in principle do not fall within the scope of the provisions protecting competition. However, it is advisable to always consult the legal department before entering into an agreement that might contain an anti-competitive restriction with any company that is not a wholly owned subsidiary of a Sonatrach Group company.

DISTORTIONS OF COMPETITION AND APPLICABLE LAW

Distortions of competition between companies may be divided into three macro-areas, as follows:

(i) Anti-competitive Agreements;

(ii) Abuse of A Dominant Position; and

(iii) Concentrations between Undertakings.

Anti-competitive Agreements

Anti-competitive agreements consist of conduct by which two or more undertakings restrict their freedom of action in the market, taking the form of agreements, consortia, associations of undertakings and similar entities and concerted practices. Anti-competitive agreements may be **horizontal** when they are entered into between undertakings directly competing with each other (*i.e.*, between undertakings operating at the same level of the production or supply chain), or **vertical** when they are are entered into between undertakings operating at different levels of the supply chain (e.g., between manufacturer and distributor).

The following are cases of anti-competitive agreements:

- cartels;
- agreements to exchange commercially sensitive information between competing undertakings;
- "hub-and-spoke" agreements (*i.e.*, the coordination of the commercial policies of two or more competing undertakings through a third party (e.g., a distributor) at a different level of the supply chain, which acts as an intermediary by directly interacting with each competitor);
- horizontal cooperation agreements between competitors (e.g., joint research and development agreements, joint production agreements, joint purchasing agreements, joint commercialisation agreements, standardisation agreements, market sharing agreements by territories or customer groups, etc.);
- vertical agreements (e.g., distribution agreements, agreements between suppliers of raw materials and manufacturers of derivative goods, agreements between manufacturers and wholesalers, agreements between wholesalers and retailers, resale price maintenance, indirect resale price maintenance (such as, for example, the granting of bonuses, discounts or reimbursement of promotional expenses, the imposition of penalties on the distributor, the fixing of margins on the distributor or maximum levels of discounts the distributor may grant to customers, the fixing of formulas to achieve a resale price maintenance,) etc.).

Any anti-competitive agreements, whether horizontal or vertical, are **null and void** when they have as their object or effect the prevention, restriction or distortion of competition. In the case of prevention, restriction or distortion of competition "by effect", the agreement must have *appreciable* restrictive effects on competition.

Abuse of A Dominant Position

An **abuse of a dominant position** occurs when an undertaking is able to exert a strong economic influence and act independently from competitors in the relevant national or European market or in a substantial part of it and exploits this potential in an abusive manner, to the detriment of competitors and consumers.

The following are cases of abuses of a dominant position:

- the imposition of unjustifiably excessive prices or contractual conditions;
- actions aimed at preventing or restricting production, market entry and access and/or technical development;
- product bundling or tying, *i.e.*, practices whereby one product is sold only together with another, different or separate, or is anyway sold on better terms in combination with that product than if the two products were purchased separately;
- rebates and loyalty-enhancing practices that are likely to distort the mechanism of competition between undertakings;
- the application of objectively different conditions to equivalent services.

Concentrations between Undertakings

Concentrations may be legal or economic in nature. The former may be identified in cases of mergers, the setting up of joint ventures, acquisitions of controlling interests, etc., while the latter may be identified in two or more undertakings retaining their legal identities but merging from an economic point of view.

Concentrations are **unlawful** when they significantly impede effective competition, in which case the only sanction provided for is damage compensation, whereas nullity does not apply.

Competition law is governed by both EU law and Italian law.

Applicable Laws

Competition law is governed by EU rules and national rules. At EU level, the rules governing competition are set out in the Treaty on the Functioning of the European Union (TFEU) (Arts. 101 - 109), and at national level, in Law No. 287 of 10 October 1990.

Below are the references of the most relevant provisions:

Treaty on the Functioning of the European Union (TFEU)

- Article 101 TFEU - Anti-competitive Agreements
- Article 102 TFEU - Abuse of a dominant position
- Article 103 TFEU - Concentrations

Law No. 287 of 10 October 1990

- Article 2, Law 287/1990 - Anti-competitive Agreements
- Article 3, Law 287/1990 - Abuse of a dominant position
- Article 4, Law 287/1990 - Exemptions from the prohibition of Anti-competitive Agreements
- Article 5, Law 287/1990 - Concentrations

PRACTICAL RULES OF CONDUCT

Relations with competitors

Special attention must be paid to relations with competitors while performing work activities, as any conduct that does not comply with applicable antitrust laws could entail the risk for the Company and its employees to incur sanctions.

No documents or information containing the following data may therefore be shared with competitors:

(i) information on sales prices and the relevant price formulae applied to other customers and suppliers;

(ii) terms and conditions of sale applied to other customers and suppliers which may affect sales prices;

(iii) payment terms applied to other customers and suppliers;

(iv) profit margins;

(v) production levels and costs;

(vi) utilisation of plant capacity;

(vii) data of customers, vendors and suppliers;

(viii) volumes and sales strategies;

(ix) assessments of likely future market trends which include confidential data and information;

(x) launch of new products, except in the event such products are offered for sale to the abovementioned companies;

(xi) launch of promotional campaigns not yet communicated to the public (e.g. discounts, loyalty programmes, etc.);

(xii) participation in public or private tenders or competitions.

Should an employee of a competitor company engage in a written or even verbal conversation on any of the above issues with an employee of the Company, the latter **must absolutely refuse to continue the conversation and immediately notify his or her supervisor and the Company's legal department**.

If, in the course of its business, the Company becomes aware of any sensitive information concerning its competitors through third parties (e.g., customers, suppliers, etc.) or through public documents, such information will not give rise to a risk for the Company from an antitrust point of view, provided that the involvement of the said parties is not used to cover up any actual exchange of sensitive information between competitors.

Should the Company acquire possession of any sensitive information of competitors through lawful means, it is in any case advisable to take note of the date on which such information was obtained and its source, so as to be able to justify it being in the Company's possession in the event of checks or audits by the competent authorities.

If a Company employee participates in a telephone call, conference call, or meeting with employees or representatives of any competitors, **they shall**:

- draw up and circulate to all participants an agenda items showing that the subject matter of the telephone call, conference call, or meeting was not for anti-competitive purposes;
- during the phone call, conference call, or meeting, only discuss the agenda items;
- refuse to share/ exchange any statements containing sensitive information from an antitrust perspective with or between employees or representatives of competitors, providing confirmation that any such information has been deleted and would not be used in any way;
- refrain from communicating and/or exchanging any sensitive information concerning the Company;
- refrain from communicating and/or exchanging any sensitive information possibly received from third parties concerning competitors.

If the Company employee is not the organiser of the call, conference call, or meeting, they shall draw up the relevant draft minutes, or request that the draft minutes be circulated.

Co-operation agreements with competitors

Should the Company consider discussing, negotiating and/or signing any memoranda of understanding, collaboration or cooperation agreements or any other agreements with competitors, the Company employees involved in such activities shall immediately inform the Company's legal department so that any antitrust risk may be legally assessed. Any discussion, negotiation, drafting of agreements or other activities concerning the above shall in any case be carried out with the support of the Company's legal department.

Participation in trade association meetings or other meetings and/or events

Participation in meetings, gatherings, and/or other activities organised by trade associations with which the Company is associated is of course permissible, but it is necessary for Company employees who attend such meetings, gatherings, and/or activities to adopt a specific behaviour aimed at preventing antitrust risks from arising.

During these meetings, gatherings, and/or activities, only issues of general interest may be discussed (e.g., legislative and regulatory proposals, lobbying with public authorities, issues of a technical nature, occupational health and safety issues, sector macroeconomic scenarios, etc.). By contrast, specific issues concerning the information set out in the section "*Relations with Competitors"* or concerning sensitive information from an antitrust point of view may not be discussed in any way.

Therefore, before attending any meeting, gathering and/or activity organised by a trade association, employees shall undertake the following actions:

- drawing up or revising the agenda items (if drawn up by a third party) making sure that all items to be discussed are specifically set out;
- distributing the agenda items to all participants (or, if the agenda items are drawn up by a third party, ensuring that they are distributed to all participants in good time);
- at the beginning of the meeting, requesting all participants to act in accordance with antitrust law and these Antitrust Guidelines;
- discussing only the agenda items and avoiding disclosing information and/or data that might raise risks of non-compliance with antitrust law;
- opposing any discussion of items that are not on the agenda or not appropriate, and have their dissent recorded in the minutes. If this is not sufficient, it will be necessary to leave the meeting, with the leaving time being recorded;
- if a presentation is to be made during the meeting or gathering, sharing its content in advance with the Company's legal department;
- drawing up minutes of the meeting, gathering or activity, to be signed by all participants (i.e. by at least one representative of each participant and have the time when a Company employee leaves the meeting, gathering or activity noted therein before the end of the meeting, gathering or activity);
- involving the Company's legal department where appropriate.

These rules of conduct also apply when attending other meetings or events.

Collection of statistical data

If the company intends to participate in data collection initiatives for statistical purposes, the data and information to be provided to third parties shall:

- be provided in aggregate form;
- relate to historical data;
- not be subject to breakdowns into sufficiently large geographic and product areas to enable customers and suppliers to be identified, even indirectly.

In any case, Company employees involved in such activities shall consult the Company's legal department in advance.

Document creation and storing

It is important to take particular care when drafting documents and/or e-mails in order to avoid writing sentences that may be ambiguous and give rise to suspicion of antitrust violations in the event of audits by the competent authorities.

All documentation and/or e-mails produced (including e-mails and documents exchanged with competitors) must be appropriately stored in electronic or paper format (as appropriate).

Public Announcements and Statements

Where the Company intends to make announcements in the press, online or via its website, or other public statements concerning business issues that may be relevant for antitrust purposes, the content of such announcements and statements shall always be reviewed with the legal department.

"INCIDENT" MANAGEMENT

Should "incidents" occur as a result of errors or unintentional conduct on the part of Company employees which could raise antitrust risks for the Company, the relevant Company employee shall immediately inform the internal legal department of what has happened.

Below are some examples of "incidents":

- discussing topics not on the agenda of a meeting or inappropriate topics without the employee intending to do so;
- inadvertently disclosing sensitive information that could distort competition;
- receiving "sensitive" information that could distort competition.

REGULAR TRAINING SESSIONS

The Company organises on-line or in person training sessions on a regular basis for all employees and collaborators to provide information on the applicable competition regulations, as well as the conduct to be avoided and to be deployed in certain situations so as to minimise the risk of incurring possible violations of the aforementioned regulations. During these training sessions, specific aspects will also be discussed, as well as antitrust cases of particular significance to the Company's business.

POWERS OF THE COMPETENT AUTHORITIES AND PENALTY SYSTEM

As Italian companies are subject to both European and Italian antitrust law, they are also subject to the inspection and investigation powers of both the European Commission and the Italian Competition Authority (ICA).

Both authorities have very wide-ranging powers, including the power to (i) show up at the company's offices and conduct inspections without notice; (ii) inspect and take copies of documents and/or electronic files (including e-mail boxes); (iii) make written requests; and (iv) request information, including through interviews with company employees and representatives.

When inspections or investigations are carried out, it is **forbidden to** obstruct any inspection or investigation activities, as well as to destroy or remove documents and/or electronic files, including e-mails.

If an antitrust violation is established, the competent authorities may impose fines calculated on the sales value up to a maximum of 10 per cent (ten per cent) of the company's turnover, as well as precautionary measures that may prevent the company from conducting business for a certain period of time.

DISCIPLINARY MEASURES AND CONTRACTUAL REMEDIES

All directors, employees and those working towards the fulfilment of the Company's purposes are obliged to observe the rules of conduct set out in these Antitrust Guidelines.

Violation of the aforementioned rules of conduct by the company's employees constitutes a serious breach of the primary obligations underlying their employment relationship or, as the case may be, a disciplinary misconduct.

Should the violation of the aforementioned rules of conduct be carried out by other representatives of the Company, the Company shall be entitled to take all the remedies provided for the by applicable law and/or the contract in place with such persons.