

Annex "A" of the ANICA Antitrust Code

of Membership Regulation

1. The Associazione Nazionale Industrie Cinematografiche, Audiovisive e Digitali (hereinafter referred to as "ANICA" or "the Association") has adhered to the Confindustria Code of Ethics, including a Code of Conduct.
2. In addition to the commitments undertaken on that occasion and confirmed herein, ANICA has adopted its own internal rules, with an Antitrust Code of Conduct (hereinafter the "Code"), approved by the General Council, as provided for in the Membership Regulation.
3. ANICA - whose activity consists in representing Italian cinema and audiovisual companies, by establishing relations with the main actors of the public and private system, in the most appropriate fora, for the general enhancement of the sector and the support to the internationalisation of the audiovisual companies operating in Italy - is aware of the risk that situations may arise within ANICA which are abstractly suitable to facilitate forms of collusion detrimental to competition, or behaviours which, even unknowingly, may constitute or facilitate an antitrust violation.
4. Precisely in order to avert any danger of violation of the national and European provisions protecting competition, and to dispel any doubts as to elements which may be erroneously interpreted, from the outside, as indications to that effect, it is necessary to raise awareness of the main cases to which attention must be paid and of the relevant procedures and precautions, which the recipients must adopt so that it may be affirmed that ANICA does everything in its power to prevent the risk of an antitrust violation occurring and, in a broader sense, in order to offer its Members a safe environment in which to discuss and promote the legitimate demands of the category to which they belong.
5. Within the Association, an **internal office responsible** for monitoring compliance with competition rules has been identified. This office, unless otherwise decided by the President's Council, coincides with the Supervisory Board set up in accordance with the

legislative decree. 2312001.

6. In any case, an internal officer of Anica or a subsidiary of Anica is appointed, by resolution of the President's Council, as the person responsible for managing the antitrust risk (hereinafter: "**Antitrust Officer**").

7. The Antitrust Officer is **advised** on an **ongoing basis by an external lawyer**, who is an expert in antitrust matters and who is responsible for detecting any antitrust issues in initiatives and programmes proposed by the association.

8. The Antitrust Officer participates to the meetings of ANICA's bodies and verifies that they are conducted in compliance with competition law, intervening promptly and opposing any behaviour and/or discussions that give rise to antitrust criticism. In this case, the secretary of the meeting must record in the minutes the Antitrust Officer's statement of opposition.

9. The Antitrust Officer, with the help of the external consultant, provides opinions in advance, at the request of any body of the Association, to ensure that any activity ANICA intends to carry out complies with the applicable antitrust rules.

10. The Antitrust Officer reports directly to the President, at least quarterly, on her/his activities. He may also make proposals and warnings to the Association's bodies or offices.

11. All those working in ANICA are aware that, if they become aware of any situation of doubtful compliance with antitrust rules, directly or indirectly related to the Association's activity, they must immediately report it to the Antitrust Officer, otherwise they will be personally liable towards the Association.

Section 1. Addressees and scope of application of the Antitrust Code of Conduct

12. The rules contained in this Code apply, without exception, to member companies and associations, to their members in the bodies of the Association, as well as to all those who directly or indirectly, permanently or temporarily, collaborate or establish employment relationships with the Association.

with the Association or with its subsidiaries and affiliated companies, without prejudice to the provisions of point 14, letter (C).

13. The above-mentioned subjects (hereinafter "Addressees") are obliged, in the event of critical situations likely to cause prejudice to ANICA, to inform third parties by appropriate means of the duties enshrined in this Code, as well as to demand compliance with it and to adopt appropriate initiatives in the event of failure to comply, including providing for the termination of contractual relations or any other form of collaboration incompatible with compliance with antitrust rules.

14. The rules of conduct set out below (section 2) are addressed:

(A) to the members of the Association's bodies in order to:

- i. to ensure that the Association's activities are carried out in compliance with its statutory aims and with the principle of equality and non-discrimination between Members, as well as in compliance with the principle of an "open door" to the entry of new Members;
- ii. to guarantee the Association's autonomy with respect to the interests of individual members or groups of members, in the political and trade union choices underlying its action programmes;
- iii. to ensure that the Association does not become an inappropriate forum for the exchange of information or special agreements between members and/or adherents;
- iv. to promote the dissemination of the Code among all associated companies, and to facilitate and promote its regular updating.

(B) to the employees of the Association and/or its subsidiaries and affiliates, in order to

- i. prevent exchanges of information and links of interest between individual employees and associates that may in any way interfere with the interests and business activities of the latter;
- ii. ensure transparency and documentation of all the Association's

activities.

- (C) ANICA members, individually and in the Unions to which they belong, as regards the activities carried out within the Association, without prejudice to the autonomy of the individual member as regards the activities carried out outside the Association; this Code does not replace similar codes of conduct which may have been adopted by the associated and/or member companies of the Association, but in any case the associated companies undertake to adopt suitable initiatives aimed at making the principles laid down in this Code effective and efficient.

2 Standards of Conduct section

2.1 - Decisions of business associations, understandings and meetings

15. ANICA and the Addressees of the Code are aware of the fact that, under the antitrust law, the decisions adopted by an association of companies, which are capable of influencing the market conduct of the associated companies, are legally qualified as agreements restricting competition between those companies, whatever the form taken by such decisions, i.e. regardless of whether they are more or less binding acts, regulations, resolutions, circulars, recommendations, or other.

16. In order to avoid the hypothesis that the dissemination by ANICA of communiqués or any other form of external or internal communication is considered to be an antitrust offence, any official communication by the Association is subject to the opinion of the Antitrust Officer.

17. The types of agreements typically prohibited by antitrust law and most frequently sanctioned, to which the Antitrust Officer will pay attention, include, but are not limited to, the following:

- (i) Co-ordination conduct relating to prices or individual price components, discounts, commercial terms and conditions, sales or distribution strategies, contractual conditions towards customers, market objectives;
- (ii) unilateral communications that may lead to the standardisation of the

commercial policies of associated companies, with regard to prices, costs or the use of certain contractual clauses, unless they are merely making available to members information already made public or otherwise objective and verifiable on the basis of public data, or individual advice for individual members who request it;

(iii) control or limitation of production or sales, in the sense of customer allocation or even prohibition of product differentiation;

(iv) the so-called collective boycott, involving a hostile attitude towards certain operators or groups of operators.

18. Considering that national and European antitrust authorities have often deemed anti-competitive agreements to exist on the basis of mere circumstantial conditions, such as, for example, changes in the commercial strategy of companies, recorded after a meeting at the Association's premises, ANICA and the Addressees of this Code take note of the need to carefully regulate the procedures to be followed with regard to the convening, holding and recording of the Association's meetings. To this end, ANICA shall:

- a) provide secretarial services for meetings with a resource who will also take the minutes;
- b) not make available rooms or computer/logistical support for meetings between members where such meetings have not been formally convened or have an agenda not shared with the Association;
- c) for each meeting of the Association and of the Unions that aggregate the member companies, formulate the agenda well in advance, in accordance with the Articles of Association, including a list of the companies convened and the matters to be discussed (avoiding, as far as possible, generic wording such as "any and all"); the agenda will be submitted for the prior opinion of the Antitrust Officer;
- d) where the distribution of materials, documents, *slides* - from whatever source - is envisaged, ask the Antitrust Officer for prior review.
- e) without prejudice to the provisions of the current Articles of Association on the

convening of meetings of the

Association bodies, as well as by the regulations of the individual Unions, to provide that all meetings convened which bring together member companies, the Antitrust Officer is present, where possible;

- f) in the conduct of the meeting, stick to the agenda, and deal with further business only in cases of absolute urgency and with the approval of the Antitrust Officer;
- g) refrain from discussing any matter that may entail a risk of breach of antitrust rules, unless the Antitrust Officer has previously expressed a favourable opinion on the discussion of the item, indicating the criteria and precautions to be followed in the discussion and any deliberation;
- h) ensure that representatives of member companies refrain from discussing competitively sensitive topics before the formal opening and after the formal closure of association or union meetings;
- i) if one of those present begins to discuss a competitively sensitive issue, contrary to the opinion of the Antitrust Officer, prevent, by immediate intervention of the person chairing the meeting, the continuation of the discussion on the point;
- j) prepare, at the end of each association meeting, minutes to be sent to the member companies, after prior review by the Antitrust Officer, which will always be copied in the relevant communications; the minutes of the meeting will be sent to the individual participants for approval at the following meeting;
- k) Without prejudice to the foregoing, in order to dispel any doubts as to the existence of conduct comparable to an anti-competitive agreement, especially with reference to issues and activities that are not typical of the association's and institutional relations that the Association is used to entertaining, verify, with the help of the Antitrust Officer, in advance, that the content of the Association's will is compatible with competition law.

19. Any initiative undertaken by the Association, even outside the internal unions such as, but not limited to, participation in other associations or bodies, organisation of meetings or official participation in them, events,

the collection and dissemination of information from the members, must comply, insofar as applicable, with the precautions set forth in the previous point. If individual members of the association take part in such initiatives, they must refrain from disseminating potentially commercially sensitive information. Furthermore, if issues potentially constituting an antitrust violation are touched upon in the discussion and presentation, they must immediately leave the meeting, declare their dissociation and explicitly point out the reasons for this decision.

2.2 - Exchange of information

20. ANICA and the Addressees of this Code are aware of the fact that, pursuant to competition law, the exchange of commercially sensitive information is to be considered as normally prohibited and liable to antitrust sanctions, even irrespective of formal agreements between the parties and of the anti-competitive effects which may be produced or not, since it is likely to facilitate collusive coordination between independent companies.

21. In view of the foregoing, ANICA shall take care to exclude that, in the course of internal meetings and in any other activity, confidential corporate information is passed on to it by the member companies and, moreover, that (i) that the associated companies use the associative occasions as occasions to exchange sensitive information; and (ii) that such information is made accessible to other associated companies (even if they have a role in the associative bodies), as well as to third parties.

22. ANICA and the Addressees of the Code shall ensure that, within the Association, suitable measures are implemented to prevent or regulate the categories of information flows that are sensitive from a competitive point of view, as specified in the following points.

23. As a preliminary step, ANICA will monitor the independence of the staff working for the Association in any capacity, i.e. the absence of (i) employment or continuous collaboration relationships with member companies or current suppliers/customers of member companies, as well as (ii) the absence of personal ties such as organic positions, operational or managerial roles in member companies, all in order to

guarantee the due separation of information flows.

24. The Association guarantees the utmost confidentiality of the information and individual data provided by the member companies, undertaking not to disclose them to other member companies or third parties. To this end, ANICA and the member companies sign a confidentiality agreement, with the aim of regulating the obligation of confidentiality and non-disclosure of information and individual data transmitted to the Association for the performance of its institutional activities, except for statistical purposes.

25. The Association guarantees that:

- a. Any employee or consultant of ANICA who has access to individual data from member companies shall observe statistical secrecy, keeping them strictly confidential, in the knowledge that any disclosure to third parties could cause serious damage and expose the Association to significant legal risks;
- b. the Association will take all technical and security measures to protect the information and data of the member companies;
- c. the statistical results obtained from the processing of data will be distributed to the member companies exclusively in an aggregated form and in such a way as to avoid that individual members can be identified (so-called "non-disaggregation"). In addition, the Association will ensure an adequate level of data historicity to prevent statistical results from being considered sensitive from the point of view of competition rules;
- d) the statistical results obtained will not be subject to evaluation or revision by the Recipients before they are disseminated, nor will they be accompanied by recommendations or indications of behaviour on the part of the Association.
- e) All statistical activities involving the collection of data from members and/or adherents, the processing of the data obtained and the distribution of the results obtained in aggregate form shall be prepared, managed and organised by the Association's staff, explicitly appointed, or by external consultants;

- ‡ in the event that ANICA receives sensitive information by mistake, it will immediately declare, if possible in writing, its commitment not to use it in any way whatsoever and to remove - if necessary - the technical support on which the information was communicated.

26. ANICA and the Recipients of this Code undertake to manage documents responsibly, also from the point of view of the verbal expressions used, in order to prevent the possibility of instrumental interpretations in the context of possible antitrust proceedings.

In particular:

- (A) As regards "recordings", i.e. documents, e-mails, personal notes, visual or audio recordings and any other form of recording capable of constituting a material support of a communication, ANICA recommends, in order to limit antitrust risks, to (i) avoid unnecessary recordings; (ii) use simple, clear and accurate language, without allusions or wording that could be interpreted as anti-competitive (e.g. "destroy after reading"); (iii) contain objective facts that allow the member companies to draw their own independent conclusions, avoiding the use of expressions that could be interpreted as solicitations to pursue common goals of competitive relevance or that in any case recommend or suggest to the member companies to behave or not to behave in a certain way.
- (B) With regard to correspondence between ANICA and its external legal advisors, which is covered by confidentiality and cannot be used as evidence for the contestation of an antitrust infringement, in order to facilitate its identification, it is appropriate to insert, in the header of the document, the wording "Confidential lawyer/client correspondence covered by legal privilege", or another similar expression. It is also recommended that documents covered by legal privilege be kept separately from the rest of the Association's documentation.
- (C) All documents at ANICA, including computer files and emails, are retained in accordance with a standard procedure for a period of 5 years after their production, distribution or receipt, unless specific legal provisions require retention for a longer period. Having regard also to the general presumption against the person who

destroys documents relevant to the challenge of an anti-competitive infringement, the documents may only be destroyed, according to the standard procedure, after a period of 5 years from the date of their creation.

3 Relations with the Competition Authority and Inspections Section

27. ANICA emphasises that it is in the interest of the Association to cooperate fully, transparently and effectively with the competition authorities, even more so in the case of open proceedings, where the law provides for sanctions for the release of false, misleading or grossly incomplete information, in response to a request to associations of undertakings received in writing or even only in the short term, during an investigation (e.g. during an inspection).

28. In the event of telephone enquiries by officials of the Authority, it is recommended, without prejudice to the principle of loyal cooperation with the Authority itself, in order to avoid inadvertent, incomplete or ambiguous statements, which may prove difficult to supplement, rectify or overcome at a later date, that the person contacted declares that he/she is not authorised to make any kind of statement or that he/she is unable to provide sufficiently well-founded information and that he/she will ensure that, as soon as possible, the information requested is provided by the authorised person. The Antitrust Officer should be contacted as soon as possible in order to agree on the course of action to be taken and the content of the information requested.

29. In the event of inspections by officials of the Antitrust Authority, upon request to speak to the legal representative or the head of the legal department, ANICA will immediately contact the persons requested.

30. The person present at ANICA's premises at the time of the inspection shall:

- ascertain the identity of the officials by requesting an identification card containing their name, photograph and signature;
- accompanying the officials to a waiting room where there are no documents, asking them to allow the arrival of the Association's legal adviser and/or the

Antitrust Officer, without however hindering the inspection activity of the officials, if they insist on the immediate start of the inspection operations;

- provide officials with any information requested concerning the organisation or the activities of the Association;
- identify the employees and possible consultants of the Association who will assist the officials during the inspection;
- analyse the purpose and subject matter of the inspection, including with the help of officials, in order to understand which documents are relevant and which are not;
- provide all documents requested by officials that are relevant to the subject of the inspection, as specified in the document authorising the officials to proceed, allowing access to computers and e-mails, and more generally to all the Association's premises, land and means of transport;
- in the case of requests for explanations from officials, which are intended to be recorded in the minutes, give precise and concise answers; or, in the case of not knowing the answer or of a question requiring a complex answer, or data the accuracy of which is uncertain, specify this clearly, reserving the right to provide a written answer at a later date;
- Carefully check the minutes of the statements made by the officials and, if necessary, ask for them to be amended to reflect the actual content of the reply; if the officials refuse, ask for this refusal to be recorded.
- not to provide documentation labelled "attorney/client privileged and confidential correspondence" or, even without such a caption, of similar substance.
- if the officials insist on obtaining confidential or irrelevant documents and refuse to expunge them, produce such documents subject to a reservation and state in the minutes opposition to their acquisition.

4 Implementation, monitoring and sanctions section

31. Once approved by the General Council, the Code will be explained by the Antitrust Officer to all staff of the Association.

32. A copy will be given to each member of the bodies, each employee and each professional having a continuous relationship with the Association. A copy will also be sent to the associated and adhering companies and published on the Association's website. The recipients must immediately return to ANICA the declaration of receipt of the Code, attached to the Membership Regulation.

33. Any updates to the Code must be approved and publicised in the same way as in the previous paragraphs.

34. Every two years, all the activities of the Association and of the single Unions established according to the Statute, as well as the ANICA website, will be subject to an antitrust *audit*, in order to verify the full compliance with the Code and to highlight possible areas of activity which, also in the light of external factors, such as the evolution of the antitrust enforcement practice and of the antitrust jurisprudence, deserve to be modified, reorganised or, if necessary, ceased in order to guarantee the full compliance with the antitrust law. The results of the *audit* will be brought to the attention of the General Council for its decision and will be presented to all member companies at the General Meeting. The audit procedure will be entrusted to a reputable independent professional firm.

35. Any violation of the rules contained in the Code shall be promptly reported by any employee or member of a body or association who becomes aware of it to the Antitrust Officer, who will undertake to carry out, with the help of external legal counsel, the appropriate investigations and report the results to the General Council.

36. Exponents, employees or associates of ANICA who fail to comply with the provisions of this Code, without prejudice to possible civil liability for the same acts, as well as the sanctions provided for by labour law, where applicable, shall be liable to disciplinary sanctions for acts in breach of this Code, if committed with malice or gross negligence.

Disciplinary sanctions are decided by a Disciplinary Committee of three members, experts in the field, appointed by the General Council.

37. The disciplinary sanctions referred to in the previous paragraph may be as follows, graduated according to the objective gravity of the conduct and the degree of culpability:

a) admonition: this consists of informing the accused that his conduct was not in accordance with the rules of ethics and the law, with an invitation to refrain from committing other offences;

b) censure: consists of a formal reprimand, publicised on the association's website;

c) suspension of any remuneration due for a period not exceeding one month.

38. In the most serious cases, violation of this Code may be grounds for exclusion of the member companies involved, pursuant to Article 8 of the Statutes.

5 Training initiatives

39. ANICA promotes, within the Association and among all the Recipients of this Code, the knowledge of the rules protecting competition. To this end, and in order to ensure full *compliance* with competition law, it organises special information/training days on the subject for members, employees and members of the Association's bodies and the chairmen of the Unions.

40. Following the first presentation of the Code, to be held promptly after its adoption by the General Council, training and refresher courses on competition law will be organised at least once a year, under the direction of the Antitrust Officer, as well as in-depth seminars also aimed at members, in order to provide the operational clarifications required concerning the application of the rules contained in the Code, also for the benefit of newly hired staff as well as new members of the Association.

41. At these training events, a record will be made of those present, both incoming and outgoing, and a short final check will be carried out in order to encourage effective assimilation of what has been learned/discussed.

Final notice

This Code does not deal with those cases which, to date, do not appear to be relevant to ANICA's activity as outlined in its Statute (e.g. abuse of dominant position) and, in any case, does not claim to cover the whole antitrust discipline. Its purpose is to draw the attention of the employees of the Association and of all the Recipients, including the associated companies, individually and aggregated in Unions, to some of the most recurrent cases which may be relevant and which require the adoption of certain behaviours or procedures, or, in the final analysis, the due consultation of the Antitrust Officer.