



## Anti-Bribery Policy 反贿赂政策

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## 1. Objective 目的

In order to uphold the reputation and high legal and moral standards of the Chiesi Group, Chiesi takes a zero-tolerance approach to bribery and corruption. Chiesi Group is committed to carry out its business with fairness, honesty, transparency and integrity and in compliance with laws, regulations, standards and guidelines, both domestic and international, which apply to its business, in all the jurisdictions in which the Chiesi Group operates.

为了维护凯西集团（Chiesi Group）的声誉以及在法律和道德方面的高标准，凯西对贿赂和腐败采取零容忍的态度。凯西集团致力于在其营业的所有司法辖区内公平、真诚、透明和诚信地开展业务，遵守法律、规定、标准和指引，无论是在国内还是国外。

Pursuant to the laws of the Countries in which Chiesi operates, any activity involving offering, promising, giving, requesting or receiving (directly or indirectly) money or any other benefits – to ensure an advantage in relation to its business or as an inducement or reward to act improperly, whether committed by Chiesi or its affiliates, Chiesi People, relevant Business Partners or whoever operates on behalf of Chiesi – is illegal.

依照凯西开展业务所在国家的法律，涉及提供、承诺、给予、要求或接受（直接或间接）钱款或其他利益以确保为其自身业务获取优势或者作为不当行为的引诱或者报酬的任何活动，无论是由凯西或其附属机构、凯西人士、相关的业务合作伙伴还是代表凯西开展业务的任何人所实施，均应视为违法。

**The purpose of this Policy is to provide Chiesi People (wherever located and wherever they operate) and whoever acts on behalf of Chiesi, in any capacity, with a set of general principles and rules on how to recognise and deal with bribery and corruption issues and how to comply with anti-bribery rules and regulations, in line with the provisions laid down within Chiesi's Code of Ethics and Conduct.**

与凯西《道德和行为准则》中的相关规定相一致，本政策的目的是向所有凯西人士（无论位于何地以及无论在何地开展业务）以及代表凯西行事的任何人提供一套关于如何识别和处理贿赂与腐败问题以及如何遵守反贿赂规则与规定的一般原则和规则。

Training on this Policy forms part of the induction process for all Chiesi People and regular training will be provided as necessary.

全体凯西人士入职时应接受有关本政策的培训，并在必要时将会提供定期培训。

Chiesi's zero-tolerance approach to bribery and corruption must be communicated to all Business Partners at the outset of Chiesi's business relationship with them and as appropriate thereafter.

凯西对贿赂和腐败的零容忍态度须在凯西与业务合作伙伴建立业务关系之初即向所有业务合作伙伴告知，并在之后视情况需要适当告知。

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all Chiesi People.

预防、发现和报告贿赂与其它形式的腐败是全体凯西人士的责任。

## 2. Contents 内容

This Policy has been assessed and approved by Chiesi's Board of Directors on December 22, 2015.

本政策于 2015 年 12 月 22 日由凯西董事会评估和批准。

This Policy applies to Chiesi People and to whoever operates on behalf of Chiesi, in any capacity. The same Policy integrates Chiesi's Code of Ethics and Conduct.

本政策适用于所有凯西人士以及代表凯西开展业务的任何人。本政策整合了凯西的《道德和行为准则》。

This Policy outlines Chiesi's global standards and is in line with anti-bribery rules and regulations.

本政策规定了凯西的全球标准，与其反贿赂规则 and 规定相一致。

If any local laws set stricter requirements than those within this Policy, then the provisions of the local laws will prevail.

如果任何当地法律规定比本政策更为严格的要求，那么，应以当地法律的规定为准。

The circumstances in which a situation of bribery or corruption could occur are not exhausted within this Policy - if in doubt please seek guidance from your Compliance Function, in the first instance.

本政策并未详尽地规定可能会发生贿赂或腐败的所有情形，若有疑问，请首先向你的合规人员寻求指导。

## 3. Definitions 定义

- **[BUSINESS PARTNER]** Any person or legal entity who acts on behalf (in any capacity) of Chiesi (or in the name and on behalf of Chiesi) or who will likely have a significant contact with a Public Officer, while operating its activity on behalf of Chiesi (e.g. Joint Venture, mediator, Consultants, Intermediaries, distributors, dealers, agents, franchisee, etc.).

**【业务合作伙伴】** 代表（以任何身份）凯西（或以凯西的名义）行事或者在代表凯西开展活动时可能会与公职人员有大量接触的任何人或法律实体（如合资企业、调停者、顾问、居间人、分销商、经销商、代理、特许经营人等）。

- **[CHIESI or CHIESI GROUP]** Chiesi Farmaceutici S.p.A. and all the relevant affiliates.

**【凯西或凯西集团】** 凯西制药集团以及所有关联附属机构。

- **[CHIESI PEOPLE]** Any legal representative, director, manager or employee of Chiesi.

**【凯西人士】** 凯西的任何法人代表、董事、管理人员或雇员。

- **[COMPLIANCE FUNCTION]** The compliance manager/compliance officer (or any further equivalent function) appointed within each company of the Chiesi Group.

**【合规人员】** 凯西集团各成员公司内部的合规经理/合规官（或任何其它等同职能的人员）。

- **[CONSULTANT]** Any person or legal entity who works on behalf of Chiesi with the purpose of providing a specialized opinion, or intellectual service, requested by Chiesi so as to support management decisions.

【顾问】经凯西请求提供专业意见或智力服务以支持管理层决策而代表凯西工作的任何人或法律实体。

- **[FACILITATION PAYMENT]** Unauthorized payments in favour of Public Officers aimed at expediting, supporting or securing the realization of a routine activity or any activity which shall be carried out by the same Public Officer in light of the public position covered.

【疏通费】旨在加快、支持或确保完成按公职人员承担的公职应执行之常规活动或任何活动而向公职人员支付未经授权的款项。

- **[INTERMEDIARY]** Any person or legal entity who provides Chiesi with the following services: (i) promote Chiesi's business interests in relation to a specific deal or project; (ii) ease the signing and/or execution of third-party agreements; and/or (iii) liaise Chiesi with one or more party so as to promote or reach a deal.

【居间人】向凯西提供下列服务的任何人或法律实体：（1）针对特定的交易或项目促进凯西的商业利益；（2）促进第三方协议的签署及/或生效；及/或（3）为凯西和一方或多方牵线搭桥以促进或达成交易。

- **[JOINTVENTURE]** Any agreement aimed at establishing a joint venture, *consortium*, associations (including temporary associations among enterprises), collaboration agreements or any further entity (whether legal or not), in which Chiesi has an interest.

【合资】旨在建立合资企业、财团、联盟（包括企业间的临时联盟）的任何协议、合作协议或任何进一步的实体（无论是否属于法人实体），且凯西在其中享有利益。

- **[POLICY]** This anti-bribery policy approved by the President of Chiesi's Board of Directors (the relevant approval date is the one indicated on the front-page thereof), as amended from time to time by Chiesi.

【政策】经凯西董事会董事长批准（相关批准日期见政策首页）且由凯西不时修订的本反贿赂政策。

- **[PUBLIC OFFICER]**

【公职人员】

- ✓ whoever has been elected or appointed to exercise a legislative, judiciary or administrative function;

经当选或任命行使立法、司法或行政职能的任何人；

- ✓ whoever acts – on an official basis – on behalf of (i) a national, regional or local Public Administration, (ii) an agency, office or body of the European Union or of a (national or foreign, regional or local) Public Administration, (iii) an enterprise controlled or participated by a (national or foreign) Public Administration, (iv) a public international organization, such as the European Bank for the Reconstruction and Development, the International Bank for the Reconstruction and Development, the International Monetary Fund, the Global Bank, the United

Nations or the World Trade Organization or (v) a political party, a member of a political party or a candidate for a (national or foreign) political office;

- ✓ 在官方基础上代表下列机构或人员行事的任何人：（1）全国、地区或地方公共行政机构，（2）欧盟或（全国、地区或地方）公共行政机构的代理处、办事处或下属机构，（3）（国内或外国）公共行政机构控制或参股的企业，（4）国际公共组织，例如欧洲复兴开发银行、国际复兴开发银行、国际货币基金组织、环球银行、联合国或世界贸易组织，或（5）政党、政党成员或（国内或外国）政治公职的候选人；
- ✓ any person in charge of a public service and, as a consequence, anyone who performs a public service, where public service means any activity which – even if ruled by the same provisions applicable to public functions – does not imply the use of those powers pertaining a public function. Such definition does not include ordinary functions or material activities.

负责公共服务的任何人，以及因此而履行公共服务的任何人，此处的公共服务是指不隐含使用与公共职能有关之权力（即使适用于公共职能的规定有裁定）的任何活动。该定义不包括正常职能或重大活动。

#### 4. General Principles 一般原则

**Chiesi takes a zero-tolerance approach to bribery activities, without exception.**

凯西对于贿赂活动一律采取零容忍态度。

Chiesi, in particular, **FORBIDS** Chiesi People and Business Partners

凯西尤其**禁止**凯西人士和业务合作伙伴

- from **offering, promising, giving, paying, or authorizing** somebody to offer, promise, give or pay, directly or indirectly, an economic advantage or any other benefit in favour of a Public Officer or another party (“active bribery”); or

向公职人员或第三方**提供、允诺、给予、支付**或授权他人（直接或间接）提供、允诺、给予、支付经济利益或任何其他好处（“主动贿赂”）；或

- from **accepting** a request or solicitation, or **authorizing** someone to accept a request or solicitation, concerning an economic advantage or any other benefit from a Public Officer or third party (“passive bribery”);

**接受**或授权他人接受公职人员或第三方提出之有关经济利益或任何其他好处的请求或索求（“被动贿赂”）；

**when such activities are aimed at**

**如果上述活动旨在**

- **inducing or influencing** a Public Officer to carry out, in an improper manner, any public function or to realize an official act (or an omission) or to take any further decision by infringing a public duty; or

**劝诱或促使**公职人员以不当方式执行任何公共职能或实现公务行为（或不作为）或通过违反公共

职责作出任何进一步的决定；或

- **compensating** the same Public Officer for the fulfilment of a public duty; or

对该等公职人员履行公共职责作出**补偿**；或

- **inducing or influencing** a third party (including Chiesi People) to carry out any activity related to a business: (i) by infringing the duties pertaining to the private office held or (ii) for the purpose of obtaining an improper business and/or competitive advantage; or

**劝诱或促使**第三方（包括凯西人士）(1)通过违反与其所担任之非公职位相宜的职责或(2)以获取不当业务和/或竞争优势目的而开展业务相关的任何活动；或

- in any case, **violating** applicable laws.

在任何情况下，**违反**适用法律。

Bribery can be committed through multiple activities (monetary or non-monetary). Ordinary day-to-day or social activities, such as accommodations, may also, in some cases, entail bribery conduct.

贿赂行为可藉多种活动（货币或非货币性）作出。日常或社会活动（例如住宿）在某些情况下亦可引发贿赂行为。

The above-mentioned prohibition is not limited to cash payments and, with the exception of common courtesy activities described under paragraph 7 below, may include (from an anti-bribery standpoint) the **improper giving or receiving of** the following activities:

上述禁止并不局限于现金付款（但下述第 7 段所述之常见礼节性活动除外），亦可包括（从反贿赂立场来看）**不当地给予或者接受**：

- gifts;  
礼品；
- accommodation, meals and transportation payments made in favour of third parties;  
为第三方支付住宿费、餐费和交通费；
- rewards in kind;  
实物奖励；
- commercial agreements (e.g. consultancy services and sponsorships);  
商业协议（如咨询服务和赞助）；
- job positions or investments opportunities;  
工作职位或投资机会；
- training opportunities or programmes;  
培训机会或计划；
- confidential information which can be used to carry out securitizations or financial investments;  
可用于进行证券或金融投资的机密信息；
- discount or personal credits;  
折扣或个人信贷；
- Facilitation Payments;  
疏通费；
- kickbacks;  
回扣；
- family assistance or support; and

- 家庭援助或支持；及
- other advantages or utilities.  
其他好处或费用。

Chiesi forbids bribery in any form, including but not limited to the ones described above (irrespective of the people in favour of which they are made) and all incidents of bribery or suspected bribery conduct must be reported to the relevant Compliance Function.

凯西禁止任何形式的贿赂，包括但不限于上述活动（不论该等活动是向何人作出），并且所有贿赂或疑似贿赂行为均须向有关合规人员报告。

All addressees of this Policy are responsible, as far as they are concerned, for its respect. In particular, managers are responsible for guaranteeing that the same Policy is respected by its own colleagues and collaborators and shall also implement any measure aimed at preventing, identifying and reporting potential infringements thereof.

此政策的所有相关适用对象均有责任予以遵守。尤其是，管理者有责任保证其同事和合作者遵守该等政策，同时，亦应采取任何措施防止、识别和报告相关潜在违反。

Any addressee of such Policy will be deemed “aware” of the fact that payments or any further benefits made in favour of a Public Officer or a third party or one of their relatives or the people recommended by the same Public Officer/third party, should the same addressee have (i) consciously ignored warnings or suspect conduct (so-called “Red Flags”) or (ii) made activities with negligence, (by way of example by avoiding carrying out a proper due diligence process), could be an act of bribery under this Policy.

如果本政策的适用对象（1）有意识地无视警告或疑似行为（所谓的“危险信号”）或（2）以疏忽方式行事（例如通过避免执行适当的尽职调查流程），此政策的任何适用对象应被视为“知悉”以下事实：向公职人员或第三方或其任何亲属或由该等公职人员/第三方推荐的人员提供付款或任何进一步好处，则可能构成本政策项下的贿赂行为。。

Both Chiesi People and Business Partners shall act in compliance with anti-bribery laws and regulations and this Policy.

凯西人士和业务合作伙伴均须遵守反贿赂法律法规以及此政策。

## **5. Recruitment and Selection Phase 招聘与选拔阶段**

Chiesi shall not pursue illegal advantages through recruitment and selection. In particular, the hiring of people, permanent or temporary, shall not be used as an improper tool aimed at carrying out direct or indirect bribery activities.

凯西不得借由招聘与选拔索取非法好处。尤其是，不得将雇佣永久或临时员工作为实施直接或间接贿赂行为的不当工具。

For this purpose, in recruiting or selecting people, Chiesi must obtain confirmation that the person seeking recruitment and the close relatives of the same are not Public Officers managing – or who managed in the last three years – authoritative or negotiation powers over Chiesi on behalf of Public Administrations.

为此，在招聘或选拔人员时，凯西须确认应聘人员及其近亲属不是或在最近三年不是代表公共机构对凯



西有官方权威或谈判权利的公职人员。

Moreover, in recruiting and selecting people to be entrusted with managing and/or decision making powers, the following further information shall be retrieved:

另外，在招聘和选拔委以管理和/或决策权利的人员时，应当进一步检索以下信息：

- criminal proceedings against the person to be recruited; and  
对拟招聘人员提起的刑事诉讼；以及
- criminal, civil or administrative judgments, sanctions or inquiries connected (even allegedly) to unethical or illegal behaviours against the person to be recruited, according to the applicable local laws.

根据适用的当地法律，针对拟招聘人员作出的刑事、民事或行政裁定、制裁或有关（甚至被指称有关）不道德或非法行为的问询。

## 6. Business Partners 业务合作伙伴

Under certain circumstances, Chiesi can be held liable for bribery and corruption activities carried out by its **Business Partners**.

在某些情况下，凯西可能需要对业务合作伙伴所作的贿赂或腐败活动承担责任。

As a consequence thereof, **Chiesi requires (i), on the one hand, its Business Partners to respect – with reference to all activities carried out with or on behalf of Chiesi – all applicable laws (including anti-bribery laws) and such Policy and, on the other hand, (ii) Chiesi People to respect the provisions of this Policy on Business Partners.**

因此，凯西（1）一方面，要求业务合作伙伴在与凯西共同或代表凯西所开展的所有相关活动均须遵守所有适用法律（包括反贿赂法）和此政策，（2）另一方面，要求凯西人士遵守此政策中有关业务合作伙伴的条款。

In managing relations with Business Partners, Chiesi People shall respect the following minimal standard requirements:

在处理与业务合作伙伴的关系时，凯西人士须遵守以下最低标准要求：

- Business Partners shall be required to have an excellent reputation in the field of honesty, fair commercial practices and ethical standards;  
业务合作伙伴在诚信、正当商业行为和道德标准方面需有良好的声誉；
- a specific due diligence must be carried out on the possible Business Partner; such due diligence shall be proportionate to the activity with which Chiesi will be engaged with that Business Partner (in particular, the purpose of the due diligence process is to retrieve information so as to verify the Business Partner identity and any inquiry and/or judgement connected to bribery or illegal activities committed – even allegedly – by the Business Partner);

须对潜在业务合作伙伴进行特定尽职调查; 该尽职调查应与凯西拟与上述业务合作伙伴开展的活动相称(尤其是, 尽职调查流程的目的在于检索相关信息, 以证实此等业务合作伙伴的身份以及有关(甚至被指称有关)业务合作伙伴所犯之贿赂或非法行为的任何问询和/或裁定);

- Business Partners shall be selected among persons or legal entities who, further than holding the honourability and professional requirements provided for by the applicable local laws, are able to declare that (i) they are not nor have they held (in the last three years) the role of Public Officer entrusted with decision making or negotiation powers over Chiesi on behalf of Public Administrations and (ii) they have not relatives, living with the same Business Partner, or any further close relative, who are (or have been in the previous three years) Public Officers entrusted with the powers reported under letter (i) above. In case requirement under point (ii) above is not met, a specific evaluation process shall be activated in order to assess that the relationship with the Business Partner does not lead to any illegal advantage;

除适用的当地法律规定的声誉和专业要求外, 须从能够声明以下事项的人员或法律实体中选择:  
(1) 最近三年未曾担任被赋予代表公共机构对凯西有决策或谈判权的“公职人员”职位, 以及(2) 与此等业务合作伙伴同居的任何亲属或任何关系更为亲密的亲属, 目前(或在最近三年)均不是被赋予前述第(1)点中所述之权力的公职人员。如不符合第(2)点所述要求, 应启动特定评价流程, 以评估与此等业务合作伙伴的关系是否会导致任何非法好处;

- Business Partners selection phase, as well as the signature of the agreement between Chiesi and the same Business Partner, shall be approved according to a specific awarding process;

业务合作伙伴选拔以及凯西与此等业务合作伙伴的协议的签署, 须按照特定授予流程予以批准;

- all agreements with any Business Partner shall be in writing and shall require commitment by all parties to comply with this Policy;

与任何业务合作伙伴签订的所有协议须采用书面形式, 并要求各方承诺遵守此政策;

- the amount payable under the contract between Chiesi and the Business Partner shall be at a fair market value, reasonable and proportionate to the subject matter of the contract, said amount shall correspond to the one specified in the written agreement and shall be transparently and correctly registered within Chiesi accounting records;

凯西与业务合作伙伴订立之合同项下的应付款项应当是公允的市价, 且与合同标的物相当及相称; 上述款项应与书面协议所规定的款项一致, 并透明准确地记录在凯西会计记录上;

- unless specified in the written agreement that certain services, materials or work product require prepayment, the compensation shall be paid upon condition that the services provided within the written agreement have already been supplied and/or the conditions set forth within the same agreement, with reference to the payment of the compensation, have been fulfilled; and

除非书面协议规定某些服务、材料或工作产品需要预付款, 否则报酬须在书面协议所规定之服务已经予以提供的情况下以及/或此等协议内所述之有关报酬支付的条件已经获得满足的情况下, 方可予以支付; 以及

- any document concerning relationship with Business Partners shall be kept for an appropriate length of time, in accordance with the applicable local laws and regulations.

有关业务合作伙伴关系的任何文件应按照适用的法律法规保存一段适当的时间。

## 6.1 General Principles in Managing Agreements with Business Partners 管理与业务合作伙伴订立之协议的一般原则

Any agreement entered into between Chiesi and its Business Partners shall provide, at least:

由凯西与业务合作伙伴签订的协议应至少规定以下内容:

- a detailed description of the service to be supplied by the Business Partner;

业务合作伙伴拟提供之服务的详细说明;

- Business Partner commitment to comply with any applicable laws and this Policy, in case of high-risk Business Partners (such as Intermediaries or Joint Ventures operating in Countries with a high risk of bribery or corruption) said commitment shall also include the implementation, as long as the agreement lasts, of any tool deemed appropriate so as to guarantee compliance with the above-mentioned applicable laws and such Policy;

业务合作伙伴承诺遵守任何适用法律和此政策。如属高风险业务合作伙伴(在高贿赂或腐败风险国家经营的居间人或合资企业),则上述承诺亦应包括在协议存续期间实施视为适当的任何手段,以保证遵守上述适用法律和此政策;

- Business Partner commitment that the amount to be paid based on the written agreement will be exclusively used as a compensation for the activity carried out and that the same amount (whether wholly or in part) will not be used to pursue bribery or corruption purposes;

业务合作伙伴承诺,根据书面协议应予支付的款项仅用于作为所开展之活动的报酬,且上述款项(不论全部或部分)不会用于贿赂或腐败目的;

- Business Partner commitment to guarantee that any third party entitled to carry out part of the services on its behalf shall sign a written agreement, which includes terms and conditions equivalent to those entered into between Chiesi and the Business Partner;

业务合作伙伴承诺,保证其将与有权代表其开展部分服务的任何第三方签署一份书面协议,其中载有与凯西和该业务合作伙伴之间签订的书面协议等效的条款与条件;

- Business Partner shall promptly inform Chiesi about any illegal payment (in money or rewards in kind) request received by the Business Partner in relation to the agreement execution;

业务合作伙伴应立即通知凯西有关其收到之与协议签署相关的任何非法付款(以现金或实物奖励)要求;

- Business Partner shall allow Chiesi to audit the same Business Partner so as to verify the correct execution of the agreement;

业务合作伙伴应当允许凯西对其进行审计,以核实协议的执行是否妥当;

- Chiesi's right to terminate or suspend the agreement execution and/or to require compensation for the damages occurred as a consequence of the Business Partner failure to comply with the above-mentioned obligations, declarations, guarantees, this Policy and/or any anti-bribery laws;

如业务合作伙伴未能遵守上述义务、声明、保证、此政策和/或任何反贿赂法，则凯西有权终止或暂停协议执行和/或要求对于因上述未能遵守而招致之损害予以补偿。

- Unless authorized according to a specific escalation process, the commitment that payments to Business Partners must be solely made on an account registered in the name of the same Business Partner and within the Country where said Business Partner is registered (or in which operates), according to the contractual provisions, and no payment must be made in cash or to anonymous accounts.

除按照特定上报流程经授权外，承诺向业务合作伙伴支付的款项仅可在上述业务合作伙伴的注册（经营）所在国家（按合同条款规定）支付到以其名义注册的账户；任何款项均不得以现金或向匿名账户支付。

## 6.2 Interactions with Healthcare Professionals 与医护专业人员医护专业人员的互动

The Chiesi Group pays specific attention in its interactions with healthcare professionals and healthcare organizations, also in light of the fact that, in some of the jurisdictions where Chiesi operates, healthcare professionals are deemed Public Officers.

凯西集团特别关注与医护专业人员医护专业人员和医疗机构的互动。而且事实上，在一些凯西经营所在的司法辖区，医护专业人员被视为是公职人员。

In this respect, Chiesi People shall comply with the principles laid down within the operative procedures on interactions with healthcare professionals and healthcare organizations adopted and implemented by each affiliate of the Chiesi Group.

为此，凯西人士应遵守由凯西集团附属公司就与医护专业人员和医疗机构的互动而采用和实施之操作程序中所载的原则。

## 6.3 Intermediaries 居间人

Intermediaries represent a sub-category of Business Partners, the activity of which may present peculiar risks of bribery and corruption in light of the specific business field in which they operate.

居间人是业务合作伙伴的子范畴，鉴于其经营特殊业务领域，此等业务合作伙伴可能存在特殊的贿赂和腐败风险。

As a consequence thereof, when selecting and operating with Intermediaries, Chiesi must comply with the provisions set out in this Policy with reference to Business Partners (please, see section 6 above).

为此，在选择及与居间人合作时，凯西须遵守此政策中有关业务合作伙伴的条款（请参见上述第 6 条）。

The agreement entered into between Chiesi and the Intermediaries shall provide (in addition to the provisions applicable to any Business Partner), at least:

由凯西与居间人签订的协议应至少规定（在适用于任何业务合作伙伴的条款之外）以下方面内容：

- the Intermediary commitment that the amount to be paid based on the written intermediation agreement will be exclusively used as a compensation for the professional activity carried out and that the same amount (whether wholly or in part) will not be given to the counterparty Chiesi is going to reach a deal with and, in any case, through the Intermediary support, in violation of the applicable laws;

居间人承诺, 根据书面居间协议应支付的款项仅用作所开展之专业活动的报酬, 且上述款项 (不论全部或部分) 不会给予拟与凯西达成交易的对手方, 且在任何情况下, 不会因为居间人支持而违反适用法律;

- a prohibition on the intermediary from transferring, directly or indirectly, the compensation received for its professional activities in favour of Chiesi's directors, managers, members of the corporate bodies, employees, whoever operates on behalf of Chiesi or the relatives thereof;

禁止居间人将开展专业活动所取得的报酬转让给 (直接或间接) 凯西董事、管理人员、公司机构成员、员工以及代表凯西行事的人员或其亲属;

- a commitment from the Intermediary to inform Chiesi, at any time, about any change occurring in its ownership structure and/or in the information provided to Chiesi during the selection phase and/or with reference to any further information which may have an impact on its capacity to carry out the activities provided for within the agreement;

居间人承诺, 在任何时候, 如所有权结构和/或在选拔期间提供的信息和/或对开展协议内规定的活动可能产生影响的任何进一步信息发生变化, 应即通知凯西;

- a clause which bans any transfer of the agreement or any of the rights or obligations existing under it.

禁止转让协议或其项下任何权利或义务的条款。

## 6.4 Joint Ventures 合资企业

Under certain circumstances, Chiesi can be held liable for bribery and corruption activities carried out by its partners within a Joint Venture.

在某些情况下, 凯西可能需要对合资企业所作的贿赂或腐败活动承担责任。

In carrying out activities which may entail the recourse to Joint Ventures, Chiesi must comply with the provisions set out in this Policy with reference to Business Partners (please, see section 6 above) and the following further minimal requirements:

在开展可能引致对于合资企业追索权的活动时, 凯西须遵守此政策中有关业务合作伙伴的条款 (请参见上述第 6 条) 以及以下进一步最低要求:

- when Chiesi is not a controlling partner or party of the Joint Venture, Chiesi's representatives operating within the Joint Venture shall, wherever possible, guarantee that the Joint Venture works in compliance with the principles outlined within this Policy;

在凯西不是合资企业的控制性合作伙伴或控制方的情况下，在此等合资企业内工作的凯西代表应尽可能保证合资企业遵守此政策所载之原则；

- activities carried out by each Joint Venture, as well as by the relevant partners, shall be steadily monitored. Chiesi's representative within the Joint Venture shall promptly update Chiesi in relation to any information or news concerning possible inquiries on bribery or corruption matters involving the Joint Venture or infringements of anti-bribery laws, even if alleged, committed by anyone operating in the same Joint Venture, as well as by the relevant partners, the members of the corporate bodies and the Joint Venture's representatives.

须对每个合资企业和相关合作伙伴开展的活动予以持续监控。在此等合资企业内工作的凯西代表应立即通知并向凯西更新以下事项：（1）有关涉及合资企业贿赂或腐败事宜的潜在问询的任何信息或新闻；以及（2）有关此等合资企业工作人员以及相关合作伙伴、企业机构成员和合资企业代表违反（即使是指称）反贿赂法的任何信息或新闻。

## 7. Gifts, Economic Advantages and Further Benefits

### 礼品、经济利益和进一步好处

Gifts, economic advantages and further benefits can be made or received only in case they are considered as business courtesy activities and upon condition that they do not compromise the integrity and/or reputation of the parties involved. Furthermore, said business courtesy activities shall not be considered, by a neutral party, as means aimed at deserving gratitude or keeping improper advantages.

仅在礼品、经济利益和进一步好处视为是商务礼节性活动且不会危及当事各方的诚信和/或信誉的情况下，方可给予或接受该等礼品、经济利益和进一步好处。另外，上述业务礼节性活动不得被任一中立方视为旨在表达感激或维持不当好处而采取的手段。

Gifts, economic advantages and further benefits (anyhow offered or received) shall be reasonable, appropriate and given in good faith. In any case, any gifts, economic advantages or further benefits offered or received shall comply with Chiesi's internal rules and shall be registered and duly documented.

礼品、经济利益和进一步好处（无论如何提供或接受）应当是合理、适当且出于诚信善意原则给予的。在任何情况下，所提供或接受的任何礼品、经济利益和进一步好处均应遵守凯西内部规定，并予以登记和及时存档。

Gifts, economic advantages and further benefits shall:

礼品、经济利益和进一步好处应符合以下方面：

- not consist of cash payments;  
非现金或者现金等价物；
- be made in relation to fair business practices and in good faith;  
在符合正当商业行为和出于诚信善意的原则下作出；
- not be considered as tools aimed at exercising an unlawful influence on the beneficiary or at receiving mutual advantages from the beneficiary;  
不得被视为旨在对受益人实施非法影响或从受益人处获得互惠互利的手段；
- be reasonable, in the circumstances;  
在当时的具体情况下是合理的；

- be compliant with the professional courtesy standards customarily allowed; and  
符合通常情况下允许的行业礼节性标准；以及
- be compliant with the local laws and regulations applicable to Public Officers and third parties.  
符合适用于公职人员和第三方的当地法律法规。

A gift, economic advantage or further benefit may be considered to be customary or common courtesy in some Countries in which Chiesi operates, but this does not mean that those activities are permitted under this Policy. Please seek advice from your Compliance Function if this applies.

在凯西所从事业务的一些国家里，礼品、经济利益或者其他好处可能会被视为习俗性的或者是通常的礼节表示，但这并不意味着本政策允许这些行为。在适用时，请向当地的合规部门寻求意见。

### **Political Contributions** **政治性捐款**

Political contributions may represent forms or methods of corruption and, therefore, may entail corruption liabilities.

政治性捐款可能是腐败形式和方法，因而导致需要承担腐败责任。

Political contributions by Chiesi cannot be used, in particular, as an improper corruption tool aimed at maintaining or obtaining a business advantage (by way of example, using political contributions to influence awarding of contracts, to obtain licences or authorizations, to reach legislative reform which can bring advantages with reference to Chiesi's business).

凯西的政治性捐款不得用作（尤其是）旨在维持或获得经营优势的不当腐败手段（例如利用政治性捐款影响合同签订、获取许可或授权以及实现可为凯西带来经营优势的立法改革）。

In light of such risks, Chiesi does not allow any direct or indirect contribution, in whatever form, in favour of political parties, political or union organizations, committees, or in favour of the relevant legal representatives, unless such contributions are deemed binding by applicable local laws and regulations].

鉴于上述风险，凯西不允许以政治党派、政治或工会组织、委员会或者相关法律代表为受益人的任何直接或间接捐款（不论何种形式），除非适用的当地法律法规强制要求该等捐款。

## **8. Sponsorships, Charity Contributions and Donations**

### **赞助、慈善捐款和捐赠**

Sponsorship activities, charity contributions and donations may be used as improper tools to directly or indirectly carry our bribery or corruption activities.

赞助活动、慈善捐款和捐赠可用作直接或间接进行贿赂或腐败活动的不当工具。

Even if a Public Officer or a third party does not receive a direct economic advantage, a legitimate contribution, aimed at obtaining or maintaining a business activity or at reaching an economic advantage, can be deemed as an illegal payment, according to the applicable anti-bribery and corruption laws.

即使公职人员或第三方并未收到直接经济利益，根据适用的反贿赂和反腐败法，旨在获取或维持商业活

动或者实现经济优势的合法捐款亦有可能被视为非法付款。

As a consequence thereof, the above-mentioned activities (*i.e.* sponsorship, charity contributions and donations) shall only be carried out in compliance with the following minimal requirements:

因此，上述活动（即赞助、慈善捐款和捐赠）仅可在符合以下最低标准的情况下方可开展：

- any contribution shall be paid only in favour of reliable entities, with an excellent reputation with regard to honesty and fair commercial practices, in line with the provisions set forth by the applicable local laws;

任何捐款仅按照可适用的当地法律所述的条款支付予可靠且在诚信和正当商业行为方面声誉良好的实体；

- the beneficiary shall demonstrate having fulfilled all the requirements and having obtained all the certifications provided so as to operate in compliance with applicable laws;

受益人须证明已经符合所有要求并获得规定的所有证书，以按照适用法律得以进行运营；

- pecuniary contributions shall be paid in compliance with the approved budget;

金钱性捐款须按照核准预算予以支付；

- Chiesi shall guarantee that (i) the payments will be exclusively made according to the provisions set out within the agreement with the beneficiary and that (ii) the sponsored and/or supported activities are verified;

凯西应保证（1）款项仅在符合与受益人订立的协议中所述之条款的情况下方予以支付，且（2）受赞助和/或支持的活动已经过核查；

- the amount paid shall be transparently, accurately and correctly reported within Chiesi's accounting records;

已付款项应当透明、准确、正确地登记在凯西会计记录上；

- the agreement between Chiesi and the beneficiary shall be in writing and shall provide (i) the beneficiary commitment to comply with the principles and rules set forth within this Policy and (ii) a commitment according to which the amount paid by Chiesi will represent – with reference to sponsorship activities – the compensation for the services provided and will not be used to carry out bribery or corruption activities;

由凯西与受益人签订的协议须采用书面形式，并载有（1）受益人遵守此政策中所述的原则和规定的承诺，以及（2）凯西支付的款项相当于（就赞助活动）所提供之服务的报酬且该等款项不用于进行贿赂和腐败活动的承诺；

- payments shall be exclusively made in favour of the beneficiary, within the Country where the same beneficiary is registered (according to the contractual provisions); the same amount shall not be paid in cash or to anonymous accounts.

款项仅可在受益人注册所在国家（按合同条款规定）向受益人支付；任何款项均不得以现金或向匿名账户支付。



## 9. Accounting Procedure

### 会计程序

According to the applicable laws, including accounting and fiscal laws and regulations, Chiesi shall keep detailed and complete accounting records relating to its business operations.

根据适用法律（包括会计和财务法律法规），凯西应完整详细地保持与其经营活动相关的会计记录。

Chiesi's accounting records shall be compliant with the applicable accounting principles and shall reflect, in an as-much-as possible transparent and complete way, the facts underneath each business operation. Any costs, debts, incomes, payments and commitment of expenditure shall be promptly included within the financial information, in an as-much-as possible accurate and complete way. They shall be properly documented, released and reported according to the applicable laws and regulations, as well as to the internal control and auditing principles. Any registration made within Chiesi's accounting records, as well as the relevant documentation, shall be made available to any external auditor when required.

凯西的会计记录应符合相关的会计原则，并以尽可能透明而完整的方式反映每项经营活动背后的事实。任何成本、债务、收入、付款和支出承诺须以尽可能准确而完整的方式立即记入财务信息中，并按照适用法律法规和内部控制与审计原则予以记录、发布和报告。如有需要，应向任何外部审计师提供在凯西会计记录上所作的任何登记以及相关文件。

Any payment made and relevant business operation performed by Chiesi shall be properly registered within the relevant accounting records, so that the same records may correctly reflect, in detail, said business operation, transfers and acquisitions of goods. Such principle shall be applied to any cost and operation, without regard to significance or materiality.

凯西作出的任何付款和开展的相关经营活动应当妥善地登记在相关会计记录上，以使该等记录可正确、详细地反映上述经营活动、货品转让和收购。该等原则应适用于任何成本和运营，无需考虑重要性。

All Business Partners – and whoever holds financial relationship with Chiesi – shall supply Chiesi with the documentation related to the relevant business operation, so as to verify the accuracy of the information provided. Such documentation shall be complete, truthful and accurate in all regards.

所有业务合作伙伴——以及与凯西建立财务关系的任何人士——应向凯西提供有关相关经营活动的文件，以核实所提供信息的准确性。该等文件在所有方面须是完整、真实、准确的。

## 10. Infringements Warnings

### 违反警告

Any actual, believed or suspected activity which may entail a bribery or corruption conduct (including any improper or unconventional request from or on behalf of a Public Officer or a third party) shall be communicated (by Chiesi People, Business Partner, party of the Joint Venture or contractual counterparty who detected the bribery activity) to the relevant direct supervisor or superior, or to the primary contact of the Business Partner or Joint Venture in Chiesi, or to the contact of the contractual counterparty in Chiesi and to the Compliance Function.

可能导致贿赂或腐败行为的任何事实、认定或疑似活动（包括来自或代表公职人员或第三方的任何不当或非规范要求）均须（由发现贿赂行为的凯西人士、业务合作伙伴、合资企业方或合约对手方）告知相关直接主管或上级，或业务合作伙伴或合资企业的在凯西的主要联系人，或者凯西合约对手方的联系人以及合规人员。

Chiesi People cannot be fired, professionally downgraded, suspended, threatened, burdened or discriminated at work in case such People refused to carry out activities in violation of the principles set forth in this Policy.

如果凯西人士拒绝进行违反此政策所述之原则的活动，则不得予以解雇、降级、停职、威胁、增加工作负担或在工作上予以歧视。

Any infringement of such Policy will not be tolerated by Chiesi, which will also adopt disciplinary actions, up to and including suspension or termination of the business relationship.

凯西绝不容忍对于此政策的任何违反，同时亦将采取纪律制裁，最高可包括暂停或终止业务关系。

In particular:  
尤其是:

- Chiesi People who infringe on this Policy will be subject to any disciplinary action deemed appropriate, up to termination of employment, as well as any further legal action necessary to protect Chiesi's interests and reputation;

违反此政策的凯西人士将受到任何视为合理的纪律处分，最高可包括终止雇佣关系和保护凯西利益与名誉而所需的任何进一步法律诉讼；

- Business Partners who infringe on this Policy will be subject to any contractual remedy deemed appropriate, including the suspension or termination of the agreement, prohibition of doing business with Chiesi and any possible suit for compensation for damages.

违反此政策的业务合作伙伴将受到任何视为合理的合同救济之规限，包括协议的中止或解除、禁止与凯西有业务往来以及任何与损害赔偿相关的可能的诉讼。