

# **Anti-Corruption and Bribery Policy**

## **Energiean plc**

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## 1. Policy Statement

- 1.1 Our policy is to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 1.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we intend to comply with the UK Bribery Act 2010, in respect of our conduct both at home and abroad.
- 1.3 This policy sets out our responsibilities, as well as the responsibilities of those working for us, in observing and upholding our position on bribery. It also provides information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 1.4 Bribery and corruption are punishable: (a) for individuals, by up to ten years' imprisonment and fines and (b) for the Company, by civil claims and criminal penalties, including an unlimited fine, exclusion from tendering for public contracts and damage to reputation. We, therefore, take our legal responsibilities very seriously.
- 1.5 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## 2. Who is covered by the Policy?

This policy applies to all individuals working at all levels and grades within the Energean Group, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as "**workers**" in this policy).

## 3. What is Bribery?

- 3.1 A bribe is an inducement or reward (whether financial or otherwise) offered, promised, provided, authorised, requested or received for the improper performance of a person's relevant function or the receipt of which is in itself improper, in order to gain any commercial, contractual, regulatory or personal advantage.
- 3.2 For these purposes, a 'relevant function' can include any function of a public nature, any activity connected with a business, any activity performed in the course of a person's employment and any activity performed by or on behalf of a body of persons (e.g. a company). Any such function is performed 'improperly' by a person if they perform it in breach of what would be expected of them by a reasonable person by reference to any applicable requirements of good faith, impartiality or any position of trust which that person may hold.
- 3.3 A bribe can include money, loans, invitations, goods, services, favours, or any offer, promise or gift of something of value or advantage. It need not necessarily be of large value. It might include incentive programs, signing bonuses or overpaying government suppliers. It might also include intangible benefits such as the provision of information or advice or assistance in arranging a business transaction.

- 3.4 As an example, if you arrange for the Company to pay an additional payment to a foreign official to speed up an administrative process, the offence of bribing a foreign Public Official has been committed by you as soon as the offer is made. This is because the offer is made to gain a business advantage for the Company. The Company, itself, may also be found to have committed an offence.

## **4. General Prohibitions and Requirements**

- 4.1 You shall not engage in bribery of any type and shall comply with all aspects of this policy, including the specific prohibitions and guidelines set out here as well as all Applicable Anti-Corruption Laws.

### **4.2 Payments to Public Officials**

- (a) You shall not directly, or indirectly through another person or entity, give, offer or promise any Financial or Other Advantage to a Public Official or to a Family Member of a Public Official knowing or intending that in exchange for some or all of the Financial or Other Advantage the Public Official will use his or her influence or office to assist the Company in obtaining or retaining business, directing business to another person or entity or obtaining any other business advantage.
- (b) You should take extra care when interacting with Public Officials and their Family Members to avoid even an appearance of impropriety.

### **4.3 Payments to Private Parties**

In connection with Company business, you shall not directly, or indirectly through another person or entity, give, offer or promise any Financial or Other Advantage to any private party intending to induce or reward a breach of trust, impartiality or good faith.

### **4.4 Receiving Improper Payments**

In connection with Company business, you shall not directly, or indirectly through another person or entity, request, agree to receive or accept a Financial or Other Advantage intending to induce or reward a breach of trust, impartiality or good faith.

## **5. Gifts and Hospitality**

- 5.1 The giving or receiving of gifts is not prohibited if the following requirements are met:

- (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- (b) it is in good faith, occasional and reasonable;
- (c) it complies with local law;
- (d) it is given in the Company's name, not in your name;
- (e) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- (f) it is appropriate in the circumstances - for example, in the UK it is customary for small gifts to be given at Christmas time;
- (g) taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;

- (h) it is given openly, not secretly;
- (i) it is not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of the Compliance Officer; and
- (j) it is approved in advance as required below.

5.2 We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

5.3 Subject to the guidelines set out in this paragraph 5, this policy is not intended to prohibit normal and appropriate hospitality (given and received) to or from third parties.

#### 5.4 **Meals**

- (a) You may host meals and receptions for clients and prospective clients of the Company and their respective representatives, provided that:
  - (i) only appropriate workers are present for the meal and/or reception;
  - (ii) the meal or reception is reasonable in amount and not extravagant;
  - (iii) the venue is not inappropriate or disrespectful; and
  - (iv) the meal or reception is directly related to the promotion or explanation of the Company's services or, with respect to meals or receptions for Public Officials, to the execution or performance of a contract with a government or agency thereof.

#### 5.5 **Travel and Accommodation**

If the Company agrees to provide any travel or accommodation for any third party, Workers making the arrangements should follow the Company's Travel Policy. Business class airfare should generally be provided only on transatlantic flights greater than six (6) hours in duration. Local transportation should also be reasonable in amount and not extravagant. Reasonable, not extravagant, business class lodging may be provided.

#### 5.6 **Entertainment**

- (a) You may host clients and prospective clients of the Company and their respective representatives at sporting and cultural events such as concerts or other live performances, provided that:
  - (i) if Public Officials are being entertained, the entertainment is directly related to the promotion or explanation of the Company's services or to the execution or performance of a contract with a government or agency thereof; and only appropriate workers are present for the entertainment;
  - (ii) the total per person value of the entertainment is reasonable in amount and not extravagant; and
  - (iii) the event is not inappropriate or disrespectful.

#### 5.7 **Family Members and Guests**

You shall not provide gifts, entertainment, meals, travel or accommodations for any Family Members or guests of any Public Official unless approved in advance in writing by the Compliance Officer.

#### 5.8 **Approval Limits**

- (a) In addition to the general guidance outlined above, no gifts, hospitality or entertainment of value of more than €100 per individual shall be offered, provided or accepted unless approved in advance in writing by the Compliance Officer (who shall maintain a record of all such requests and approvals and regularly review such records).
- (b) If you are in any doubt as to the appropriateness of the offer of a gift, hospitality or entertainment you should seek further guidance from the Compliance Officer.

### **6. What is not acceptable?**

6.1 It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to “facilitate” or expedite a routine procedure;
- (c) accept payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that a business advantage will be provided by us in return
- (d) threaten or retaliate against another Worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (e) engage in any activity or behaviour that might encourage or lead to a breach of this policy.

### **7. Facilitation Payments and Kickbacks**

7.1 A facilitation payment (or “grease payment”) is a modest payment made directly or indirectly to a Public Official to prompt the Public Official to perform or expedite a routine, non-discretionary act that the Public Official is otherwise required to perform as part of his or her ordinary duties. Examples include payments to obtain permits, licenses or visas, to obtain police protection or to load and unload cargo.

7.2 Kickbacks are typically payments made in return for a business favour or advantage. You must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

7.3 You shall not make or accept facilitation payments or “kickbacks” of any kind except in exigent circumstances (e.g., imminent threats to health or safety).

7.4 If you are asked to make a payment on the Company’s behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services being provided in return for the payment. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Compliance Officer before agreeing to make such payment.

## **8. Extortion**

- 8.1 It is our policy that the Company and its workers and Associated Persons shall reject any direct or indirect request by any third party (including but not necessarily limited to a Public Official) for a bribe (including a facilitation payment), even if by rejecting such a request, the Company is consequently threatened with adverse actions.
- 8.2 We do, however, recognise that in some cases an individual's own welfare and safety could be at risk if they do not respond to such requests. If you find yourself in this situation, you should never put yourself in danger but should promptly report the request to the Compliance Officer.
- 8.3 As with other violations of this policy, the offering or making of any facilitation payment and/or the failure to fulfil any reporting obligations under this policy shall be a disciplinary matter, subject to the Company's disciplinary process. However, we shall not take disciplinary action against any officer or employee who makes a payment in such circumstances if they genuinely believe that they or their family members would have been put in danger if they had not done so.

## **9. Donations**

- 9.1 No donation must be offered or made without the prior approval of the Compliance Officer in accordance with the due diligence procedure outlined in the Third Party Risk Management Guidelines Manual.

### **9.2 Political Contributions**

- (a) The Company does not make contributions to political parties.
- (b) Contributions to political parties or candidates by Workers, acting solely in their personal capacities, must not involve the use of any Company funds, office space or other assets and must be made in accordance with all applicable laws and regulations.

### **9.3 Charitable Donations**

- (a) The Company only makes charitable donations that are legal and ethical under local laws and practices and subject to the following conditions.
- (b) Workers may make charitable contributions or sponsorships on behalf of, or in the name of the Company only for *bona fide* charitable, educational, non-profitable or cultural purposes and where the activities are aligned with the Company's business objectives, values and ethical principles and where the reputation of the Company may be enhanced.
- (c) Charitable contributions or sponsorships should be given with the expectation that no tangible benefit is received or expected by us or our workers and in accordance with all applicable laws and regulations, and the Company's policies and procedures. They should never be used as a substitute for political contributions.
- (d) All requests for charitable contributions and sponsorship must first be sent to the Head of Corporate and Social Responsibility for approval, which shall be recorded in the appropriate register.

## **10. Lobbying**

Whilst the Company does not engage directly in party politics, we do recognise the importance of engagement in policy debate on subjects of legitimate concern that relate either to our business operations, Workers, clients and the communities in which the Company and its

subsidiaries operate. Any Worker or Associated Person who lobbies on behalf of the Company must comply with all requirements of laws and regulations including as to registration and reporting. The appointment of any lobbyist, whether a Worker or an Associated Person, must first be approved by the CEO.

## **11. Intermediaries, Business Partners and Other Associated Persons**

11.1 The prohibition against offering, providing, authorising, requesting or receiving bribes includes bribes which are given or received by any Associated Persons acting on the Company's behalf or otherwise providing any services to it. Companies can be prosecuted for the actions of such Associated Persons and it is, therefore, not possible to avoid liability by permitting such a person to pay or receive a bribe.

11.2 We aim to implement, so far as practicable, procedures to prevent third party Associated Persons from engaging in bribery. The framework for doing so is set out below. If you are in any doubt as to the appropriate procedures to follow when dealing with third parties please contact the Compliance Officer.

### **11.3 Intermediaries and Business Partners**

(a) The Company will only appoint intermediaries (including sales agents, introducers and other such consultants) and engage with business partners which demonstrate at all times business integrity and which practice ethical conduct which meets the standards expected by the Company and all applicable laws and regulations.

(b) The appointment of any intermediary is subject to the prior approval of the Compliance Officer, in accordance with the due diligence procedure outlined below. Special attention will be given to the appointment of any intermediary which is expected to interact with or make introductions to Public Officials, assisting developing business with governmental entities or obtaining non-routine government approval or action.

(c) Prior to entering into any contract or business relationship with any intermediary, the Worker responsible for the appointment must complete and submit to the Compliance Officer an Engagement Form (available from the Compliance Officer).

(d) The Compliance Officer will then consider the proposal and carry out further due diligence necessary before confirming whether the appointment is approved. The extent of any further due diligence required (and the ultimate decision as to whether to approve an appointment) will be informed by the existence of any of the following "red flags":

(i) **location risk** such as where the intermediary has no physical presence in the relevant country or where business is to be transacted in a country with a poor corruption record;

(ii) **transactional risk** such as transactions or proposed appointments which do not make economic sense or which are opaque and difficult to understand;

(iii) **financial risk** such as where the intermediary requires the payment of cash or to an offshore account or to a third party account or where the payments are unusually high or are required in advance of work being performed; and

(iv) **general risk** such as suspiciously close ties to government officials, previous allegations of corruption or unethical behaviour or a lack of proportionality between the proposed work and fees.

(e) The engagement in any joint venture or other business combination with any business partners are also subject to prior approval by the Compliance Officer. Prior to entering



into any such engagement, the Worker responsible for the engagement must complete and submit to the Compliance Officer an Engagement Form (available from the Compliance Officer). The extent of any further due diligence required (and the ultimate decision as to whether to enter such engagement) will also be informed by the existence of any of the “red flags” above.

- (f) Intermediaries and business partners are expected to participate in appropriate training (which will, as a minimum, include reviewing this policy) and to enter into a written agreement with the Company that includes standard form anti-corruption provisions.

#### **11.4 Other Associated Persons**

In addition to intermediaries and business partners, all other third party Associated Persons are expected to act with integrity at all times and should also refrain from paying or receiving bribes on behalf of or to the Company or as part of their normal business operations. Workers must support and encourage all business partners to develop and implement anti-corruption policies consistent with this policy.

## **12. Your Responsibilities**

- 12.1 You must ensure that you read, understand and comply with this policy.
- 12.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control.
- 12.3 Any transaction, no matter how seemingly insignificant, that might give rise to a violation of this policy and/or any Applicable Anti-Corruption Laws must be reported promptly to the Compliance Officer. For example, a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further “red flags” that may indicate bribery or corruption are set out in Schedule 2.
- 12.4 Any employee who breaches this policy will face disciplinary action, which could include dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other Worker if they breach this policy.

## **13. Maintenance of Accurate Books & Records**

- 13.1 The Company is required to keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties. We shall make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect any transactions involving expenditures on our behalf and the reasons or justifications for such expenditures, and all contracts, invoices and receipts relating to the purchase of goods and services. Misleading or false entries that conceal the source or nature of expenditures or receipts are prohibited.
- 13.2 You must declare and keep a written record of all hospitality or gifts accepted or offered, using the gift and hospitality register at your office, which will be subject to regular managerial review.
- 13.3 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with its expenses policy and specifically record the reason for the expenditure.
- 13.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal improper payments.

- 13.5 All Workers must assist the Company, where appropriate, in maintaining a system of internal accounting controls to provide reasonable assurances that:
- (a) all transactions of the Company and its related parties are executed in accordance the management's general or specific authorisation;
  - (b) all transactions are recorded as necessary and where appropriate to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements and to maintain accountability of assets;
  - (c) access to assets is permitted only in accordance with management's general or specific authorisation; and
  - (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

## **14. How to Raise a Concern**

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. Any uncertainties as whether a particular act constitutes bribery or corruption, or any other queries, should be raised with the Compliance Officer. Concerns should be reported by following the procedure set out in our whistle-blowing policy.

In addition, any Worker who suspects that violations of law or this policy may be occurring or are about to occur or become aware of suspicious, risky or evidently corrupt conduct by any person is expected to immediately report the suspicions to the Compliance Officer.

## **15. What to do if you are a victim of Bribery or Corruption**

If you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity it is important that you inform the Compliance Officer, as soon as possible.

## **16. Protection**

- 16.1 Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 16.2 We are committed to ensuring no one suffers any detrimental treatment (including dismissal, disciplinary action, threats or other unfavourable treatment) as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. If you believe that you have suffered any such treatment, you should inform the Compliance Officer immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our grievance procedure, which can be obtained from the Company Secretary.

## **17. Training and Communication**

- 17.1 Workers shall receive training on this policy as part of their induction process. All existing Workers will receive regular, relevant training on how to implement and adhere to this policy.

- 17.2 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

## **18. Who is responsible for the Policy?**

- 18.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under the Company's control comply with it.
- 18.2 The Compliance Officer has primary and day-to-day responsibility for implementing this policy and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

## **19. Monitoring and Review**

- 19.1 The Compliance Officer will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.
- 19.2 All Workers are responsible for the success of this policy and should use it to disclose any suspected danger or wrongdoing.
- 19.3 Workers are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Compliance Officer.
- 19.4 The Company reserves the right to amend this Policy from time to time.

## **20. Violation**

- 20.1 The violations of anti-bribery and anti-corruption laws may result in individuals or the Company receiving civil and/or criminal fines and punishment. Individuals may also be subject to imprisonment for bribery and corruption offences. The Company may also be disbarred from bidding for contracts with government and other public organisations in certain jurisdictions if it is convicted.
- 20.2 The Company considers a breach of this policy as a serious offence. Any violation will result in disciplinary action, up to and including dismissal of an individual in appropriate circumstances. The business relationship with non-officers/non-employees of the Company who violate this policy may also be terminated.
- 20.3 The Company's workers must therefore ensure that they are familiar with the content of this policy and adhere to it at all times. If you have any questions as to the requirements or scope of this policy, please consult the Compliance Officer.

## Schedule 1

### Definitions

“**Associated Persons**” means an individual or company that acts on behalf of the Company or otherwise performs any services for or on behalf of the Company in any capacity whatsoever. A typical example is a sales agent, intermediary or introducer, but this can also include, for example, advisers, consultants, joint venture partners and contractors.

“**Applicable Anti-Corruption Laws**” means all applicable anti-corruption laws and regulations including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010.

“**Company**” or “**us**” means Energean plc and each of its subsidiaries and subsidiary undertakings (for the avoidance of doubt in any jurisdiction).

“**Compliance Officer**” means Alexandra Begni. You may contact the Compliance Officer at [compliance@energean.com](mailto:compliance@energean.com)

“**Family Member**” means a parent, spouse, spousal equivalent, child, sibling, uncle or aunt.

“**Financial or Other Advantage**” means any offer, promise, or payment of any money, gift, service, status, right, interest or any other thing to which economic value could attach, including hospitality and entertainment.

“**Public Official**” means (a) an officer or employee of a government or any department, agency or instrumentality thereof, an officer or employee of any public enterprise, including any person who holds a legislative, administrative or judicial position of any kind whether appointed or elected, an officer or employee of a public international organization (e.g., the World Bank, the International Monetary Fund, the World Trade Organization and the United Nations) or any person acting in an official capacity or exercising a public function for or on behalf of any such government or department, agency, instrumentality or public enterprise or for or on behalf of any such public international organization; or (b) any political party, party official, or candidate for political office; or (c) officers, employees, representatives or agents of any entity owned or controlled directly or indirectly by a government, including a sovereign wealth fund or any entity owned by a sovereign wealth fund.

## Schedule 2

### Potential Risk Scenarios: “Red Flags”

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly using the procedure set out in the whistle-blowing policy:

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a “special relationship” with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) you learn of private meetings being undertaken between parties involved in public procurement or with public officials;
- (f) you encounter unexpected or illogical decisions being made accepting projects or contracts outside of the Group’s normal risk management procedures;
- (g) an unusually smooth process of matters exists where an individual does not have the expected level of knowledge or expertise;
- (h) a lack of transparency exists in expense and counting records of an associated person or other relevant third party;
- (i) you learn of missing documents or records regarding meetings or decisions;
- (j) you learn of a departure from usual tendering/contracting processes where applicable;
- (k) you learn that Company procedures or guidelines are not being followed;
- (l) there is a refusal to agree non-corruption provisions in agreements;
- (m) statements that should put one on notice, such as an agent boasting about his connections or recommending that the Company not ask how he/she is able to get things accomplished;
- (n) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (o) a third party requests an unexpected additional fee or commission to “facilitate” a service;
- (p) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (q) a third party requests that a payment is made to “overlook” potential legal or regulatory violations;

- (r) a third party requests that you provide employment or some other advantage to a friend or relative;
- (s) you receive an invoice from a third party that appears to be non-standard or customised;
- (t) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- (u) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (v) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (w) you are offered an unusually generous gift or offered lavish hospitality by a third party.