

CONTOURGLOBAL



ANTI-CORRUPTION POLICY

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ANTI-CORRUPTION POLICY

ContourGlobal prides itself on the integrity, professionalism, and the character of its people. In our daily dealings with others, our actions individually and collectively create and sustain our reputation. Each one of us is responsible for preserving our hard-earned reputation and for upholding our commitment to conducting business with integrity.

Purpose: The purpose of our Anti-Corruption Policy (the “**Policy**”) is to help ensure compliance by ContourGlobal, its subsidiaries and affiliated domestic or foreign companies (collectively, the “**Company**”) with the U.S. Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”), the UK Bribery Act 2010 (“**Bribery Act**”) and other anti-bribery laws and regulations as may be applicable, including those of each country in which the Company operates.

Who is covered: This Policy applies to the Company and all directors, officers, and employees of Company’s domestic and foreign operations, including operations conducted by any direct and indirect subsidiaries, and any domestic or foreign joint venture or other business enterprise in which the Company controls more than fifty percent (50%) of the shares having voting rights. The Policy also applies to all third-party service providers who we engage through separate contractual agreements (“**Service Providers**”). Our Policy is designed to control and prevail even though local laws or customs may permit business practices that are less restrictive and even if observance of this Policy places the Company at a competitive disadvantage.

The Policy: Our operations are subject to the laws and regulations of many countries, provinces, states and governmental agencies. We expect the Company’s employees to always comply with applicable laws, rules, and regulations.

In the context of our Anti-Corruption Policy, this means that neither we nor our Service Providers may promise, offer, or pay, or authorize the payment of money or anything of value, directly or indirectly, to domestic or foreign Government Officials or Government Officials’ Family Members in an attempt to influence Government Officials to obtain or retain business or secure any improper advantage for the Company.

For purposes of this Policy, “**Government Official**” means:

- (i) Any official or employee of a government, or any department, agency or instrumentality thereof (including members of the legislative, executive, judicial, or administrative branches, and of any level of government, including provincial, local, municipal, state, or federal);
- (ii) Any official or employee of any government-owned or operated business;
- (iii) Any person acting in an official capacity for or on behalf of a government or a governmental agency or instrumentality;
- (iv) Any official or employee of any public international or quasi-governmental organization (such as the World Bank, the European Community, the International Finance Corporation, the International Monetary Fund, and the Inter-American Development Bank); and
- (v) Any political party, party official or a candidate for political office.

Further, Government Officials include not only elected officials, but also consultants who hold government positions, employees of companies owned by governments, and any person holding a diplomatic passport. "**Family Member**" means a parent, spouse, child, sibling, uncle or aunt.

Specifically, neither we nor those we retain may engage in the following prohibited activities:

- **Bribes:** Giving, promising, or offering to give, or authorizing the giving of money or anything of value to any Government Official or Government Official's Family Member with the intent to obtain or retain business or secure any improper advantage on the Company's behalf. It does not matter whether the gift or payment is called a "bribe." There is no minimum amount or threshold of value to be exceeded before such a gift or payment becomes illegal if there is an intent to influence the Government Official to obtain or retain business or secure any improper advantage. "Commissions," "tips," "gratuities," and "gifts" are all prohibited if they are offered or made to Government Officials directly or indirectly in an attempt to corruptly influence them to make decisions which benefit us.
- **Political Contributions:** Making contributions to political parties or officials to obtain their support for executive, legislative, administrative or other action that may be favorable to the Company.
- **Third-Party Payments:** Giving, promising, or offering to give, or authorizing the giving of money or anything of value to a third party when there is knowledge or awareness, or the circumstances suggest a high probability, that the same will be provided to a Government Official to obtain or retain business or secure an improper advantage on the Company's behalf.

Payments NOT AUTHORIZED without Chief Compliance Officer Approval, as set forth below:

1. Promotional Expenses. The FCPA also permits, under limited circumstances, the provision of "reasonable and bona fide" promotional expenditure for Government Officials, such as travel, lodging, or meal expenses (i.e., hospitality) that are directly related to the promotion, demonstration, or explanation of a company's products or services or the execution of a government contract. Determining whether government-related expenditure or hospitality is "reasonable and bona fide" under the circumstances involves complex legal judgments that may be subsequently challenged by government authorities. Accordingly, no such arrangements or expenditures may be provided without the prior written approval of the **Chief Compliance Officer**. All such expenditures must also comply with the Company's (i) Employee Travel & Expense Policy and Procedure; and (ii) Gift and Hospitality Policy. You should therefore discuss with the Chief Compliance Officer any contemplated Company-sponsored hospitality, meals, travel, or accommodation to be extended to any Government Official at the earliest opportunity so that your request may be timely considered.
2. Small Gifts. Under limited circumstances, infrequent, modest, and culturally appropriate small gifts to Government Officials may be appropriate. In all cases, any small gift to a Government Official must (a) comply with the ContourGlobal Gift and Hospitality Policy and Anti-Corruption Compliance Guide; and (b) have the prior written approval of the **Chief Compliance Officer**.

Providing improper gifts, payments, or items of value to Government Officials could seriously harm the Company's reputation and could imperil its future. All of us and any third party acting on our behalf must

refrain from any conduct which may be considered corrupt. We conduct business in many parts of the world that rank low in worldwide perception of transparency and anti-corruption. We must approach our operations and daily business activities with vigilance and with a heightened awareness of our business arrangements.

**DO NOT SEARCH FOR AN “EXCEPTION” TO TRY TO
LEGITIMIZE AN ACTION WHICH IS MORALLY AND ETHICALLY SUSPECT. IF SOMETHING
DOESN’T FEEL “RIGHT,” IT PROBABLY ISN’T.**

“When In Doubt, Reach Out!”

Organization and Responsibility Requirements:

1. The Company has appointed a Chief Compliance Officer to oversee the Policy and the Company’s compliance program designed to ensure compliance with the Policy and related processes and procedures. The Chief Compliance Officer is a member of Executive Management and reports to the Chief Executive Officer and the Board of Directors.
2. All contracts with Service Providers must follow the due diligence and approval procedures found in the ContourGlobal Policy for Engaging Suppliers and Third-Party Service Providers. As set forth in more detail in that policy, ContourGlobal conducts diligence and background checks on all Service Providers. Our agreements with Service Providers contain specific anti-corruption language to ensure compliance with our anti-corruption policies. To enable us to perform this due diligence and to ensure that we include the appropriate anti-corruption provisions in our contracts, we must be notified before we enter into any relationship with a Service Provider.
3. If you are approached by any person, governmental or non-governmental, seeking a corrupt payment or attempting to arrange a corrupt payment, or if you learn of any potential violation of this Policy, you must immediately contact the Chief Compliance Officer to report the matter.

Penalties: The Company expects the strictest compliance with these procedures. Compliance with these provisions will be reviewed regularly by the Chief Compliance Officer. Any violation of these anti-corruption provisions is punishable by criminal fines, imprisonment, or both, in the case of an individual, and fines in the case of companies. Individuals and companies may be also subject to civil fines. Violations of the FCPA can result in fines of up to \$2,000,000 per violation for companies and fines of up to \$100,000 and imprisonment for up to five (5) years per violation for individuals.

Any violation of this Policy by any employee, director, officer, or third party will result in disciplinary sanction, up to and possibly including termination of employment or of the engagement contract.

Questions: Questions about this P o l i c y or about a specific transaction should be addressed to the C h i e f Compliance Officer (compliance@contourglobal.com).



ANTI - CORRUPTION POLICY COMPLIANCE STATEMENT

I, _____, an employee/officer/director/consultant/agent/service provider of ContourGlobal (the “**Company**”), confirm that I have read and understand the Company’s ***Anti-Corruption Policy***.

I further confirm that I agree to abide by the Policy and to review its terms prior to engaging in any activities on behalf of or in connection with the Company’s business. If I have any questions concerning the Policy or its application, I will present them to Company’s Chief Compliance Officer for review prior to taking any action.

ACKNOWLEDGED AND AGREED:

Signature

Date: _____