

# RESMAN ANTI BRIBERY AND CORRUPTION POLICY

ABC Policy

## ABSTRACT

This document supplements RESMAN's Code of Conduct and provides further guidelines on RESMAN's policy with respect to Anti-Bribery and Corruption ("ABC").

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## WHO DOES THIS POLICY APPLY TO?

1. RESMAN's ABC Policy applies to all who act on behalf of RESMAN, anywhere in the world. This includes e.g. employees, officers, and directors of RESMAN, as well as hired-in personnel, consultants, agents and other intermediaries/representatives. These are all hereinafter referred to as "**RESMAN Representatives**".

## WHAT IS "CORRUPTION" AND "BRIBERY"?

2. RESMAN is subject to ABC laws in countries in which it does business, including, but not limited to, Sections 387 to 389 of the Norwegian Penal Code, the UK Bribery Act, the US Foreign Corrupt Practices Act, and Anti-Bribery laws of countries having implemented the Organisation for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
3. The definitions of "corruption" and "bribery" overlap, and their use and definitions may vary between different jurisdictions. Corruption and bribery are typically not defined by a specific amount of money or gifts changing hands, but may cover a range of different activities and circumstances. Corruption and bribery generally include any offering, requesting, accepting, giving, or receiving, of any improper advantage, such as payments, entertaining, favours, gifts, or anything else of value.
4. Whether an advantage is "improper" must be determined in each individual case, based on an overall assessment taking into account e.g. the purpose of the offer/request, the value, the position of the receiver and the degree of transparency. As a general guideline an advantage is considered improper if it can influence, or be perceived to influence, the receiver's/targeted person's ability to make sound, objective decisions in connection with the person's position, office or assignment.
5. RESMAN and its employees and intermediaries/ representatives can be held liable both civilly and criminally for bribery and other corrupt conduct. Violations of anti-corruption laws can give rise to substantial fines and/or imprisonment. The negative implications of bribery/corruption also extends further than the legal liability, as it would also have detrimental effects on the reputation of the persons and companies involved, as well as negative impacts on society as a whole.

## WHAT IS RESMAN'S GENERAL POLICIES WITH RESPECT TO CORRUPTION AND BRIBERY?

6. RESMAN prohibits corruption and bribery in any form, whether direct or indirect, and is committed to comply with all applicable ABC laws in countries which RESMAN does business. All RESMAN Representatives shall refrain from corruption and bribery, and work actively to ensure that RESMAN is not involved in any corruption/bribery
7. No RESMAN Representative may for itself, or on behalf of others, give or receive any improper advantage in connection with his or her position, office or assignment. Neither shall any Resman Representative offer, or request/accept an offer of, any improper advantage to any person in connection with a person's position, office or assignment.
8. No RESMAN Representative may f.ex., offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage for RESMAN or its members, or improperly reward the recipient for past conduct.
9. The general rules stipulated above apply in all cases, including where persons involved are acting directly or through one or several intermediaries, and regardless of whether the transaction involves the public and/or the private sector. Nevertheless, extra care should generally be exercised when dealing with the public sector and Government Officials, and RESMAN Representatives who interact with Government Officials must take particular care to ensure that any benefit conveyed to a Government Official complies with all applicable laws and regulations, with the internal rules of the recipient's organization, and with the policies and procedures in this Policy. **Note that employees/consultants of state, or partially state owned, companies, including national oil and energy companies, are considered Government Officials.**
10. The following items of this Policy provide examples of scenarios where there is a risk that an advantage may be considered "improper" under ABC laws, and stipulate specific guidelines for how to comply with RESMAN's Policy under such circumstances. These are not meant to be exhaustive, as it is not possible to list all

conceivable scenarios which may represent a corruption/bribery risk, but illustrate how the Policy is to be implemented in practice.

## GENERAL POLICY ON GIFTS AND HOSPITALITY

11. "**Gifts**" means any payments, goods, services or other advantages given professedly without any form of compensation in return. Gifts are given ostensibly as a mark of friendship or appreciation
12. "**Hospitality**" means all forms of social amenity, entertainment, travel, accommodation, sporting or cultural events, including e.g. restaurant meals. The distinction between hospitality and gifts may be unclear. When the giver of the hospitality does not attend and act as a host, the event should, as a general guideline, be regarded as a gift
13. RESMAN Representatives may only give or receive gifts and hospitality where these have a legitimate business purpose, and where the context is appropriate. In no circumstances may gifts or hospitality be provided in exchange for conferring a benefit on the giver, or if receipt of the gift or hospitality could reasonably be viewed as undermining the recipient's objectivity or impartiality. This would inter alia be the case if gifts or hospitality are offered in connection with a contract bidding, evaluation or award.
14. Gifts and hospitality must always be given and received in a transparent manner, and must never place the recipient under any obligation.
15. RESMAN Representatives may not provide gifts or hospitality to e.g. a customer or Government Official as an incentive or reward for purchasing RESMAN products or providing any other benefit to RESMAN.

## FURTHER GUIDELINES ON GIFTS

16. Gifts may only be offered, given, received or accepted if they are promotional items occasionally offered/received, in the normal course of a business relationship, that do not exceed US\$ 200, provided only if they comply with the guidelines below and are not given by and to the same individual more than twice in a calendar year.
17. Gifts include lucky draw prizes (e.g. at trade shows and conventions). For lucky draw prizes which have random draws and more than 10 participants, the limit for prizes shall be US\$400 for each occasion.
18. A gift can in any event only be offered, given, received or accepted if the gift is:
  - a) legal under local law;
  - b) permissible under the internal rules of the recipient's organization;
  - c) given on a customary gift-giving occasion;
  - d) given in accordance with local business custom; and
  - e) of a nature that would not embarrass RESMAN if publicly disclosed.
  - f) RESMAN may never offer gifts of cash, gift cards (vouchers) or similar..
19. Any receipt or offer of a gift worth more than \$ 200 must be disclosed in writing to the CFO, if multiple cases from the same employee this will be escalated to CEO.
20. Receiving gifts of value should be avoided by explaining RESMAN's Policy. In some situations refusal to accept a gift will be considered an insult and cannot be avoided. It may also be that the value of the gift is not discovered until after it has been received. In both events, it should be considered whether gifts of value could be returned to the giver, and the CEO and CFO shall be consulted. Unless returned to the giver, such gifts of value shall be treated as company property.

## FURTHER GUIDELINES ON HOSPITALITY

21. The Company does not believe that lavish or excessive meals and entertainment are an appropriate or necessary part of its business activity. However, the Company does acknowledge that reasonable meals, hospitality and entertainment may be appropriate in limited circumstances.
22. The company considers that providing or accepting entertainment in casinos, exotic entertainment facilities etc. always are inappropriate. Such expenses are prohibited and never reimbursable.
23. Employees and representatives must e.g. approach the provision of meals, entertainment and other forms of hospitality with special caution whenever the recipient is a customer or Government Official. Such expenditures must be carefully scrutinized to ensure that they are not provided in circumstances that could be perceived as intended to influence the recipient improperly in respect of RESMAN business.
24. Without prior approval, meals may not exceed US\$ 200 per person, or US\$ 400 in the aggregate to a single individual in a calendar year. Prior approval in writing from the CEO or CFO is required before offering, giving, receiving or accepting meals in excess of these limits.
25. Without prior approval, other forms of hospitality/entertainment (such as golf or a sightseeing trip) may not exceed US\$100 per person, or US\$200 in aggregate by an individual to a single individual in a calendar year. Prior approval in writing from the CEO or CFO is required before offering, giving, receiving or accepting hospitality/entertainment in excess of these limits.
26. RESMAN Representatives may in any event only offer, give, receive or accept meals and other forms of hospitality if doing so would be:
  - a) for a legitimate business purpose;
  - b) legal under local law;
  - c) permissible under the internal rules of the recipient's organization;
  - d) in accordance with local business custom;
  - e) modest and reasonable in value and not excessive considering local rates and custom;
  - f) infrequent; and
  - g) of a nature that would not embarrass RESMAN if publicly disclosed.

## SPECIFIC GUIDELINES ON TRAVEL

27. RESMAN may only pay for third parties' travel or travel-related expenses if the following circumstances are present:
  - a) the travel is for a legitimate business purpose;
  - b) the cost is reasonable;
  - c) no friends or family members of the person(s) in question are traveling at RESMAN's expense;
  - d) no stopovers are planned that are not directly connected to the business purpose of the travel, unless the stopover is at the expense of the relevant person(s) and results in no additional cost to RESMAN; and
  - e) the expenditure is legal under applicable laws and permissible under the internal rules of the recipient's employer.
28. As a general rule, entertainment, sightseeing, and other non-business activities may under no circumstances occupy more than 20% of the total program time - up to a maximum of 5 hours. Thus, an eight-hour training session followed by a two-hour meal would be appropriate, while a two day training session followed by a full day of sightseeing would not.

29. All travel or related expenses exceeding US\$ 200 that are incurred on behalf of a customer, Government Official, or anyone else other than a RESMAN employee must be approved in advance and in writing by the CEO or CFO pursuant to the procedure set forth in Annex 5 (Request for pre-approval to pay or reimburse third party travel).
30. These policies and restrictions apply equally to travel if such travel is included in the price of a contract with a customer and later arranged by RESMAN.

## POLITICAL AND CHARITABLE CONTRIBUTIONS

31. RESMAN does not make or reimburse political contributions. No RESMAN assets or funds may be made for political contributions to any political party, committee, or candidate.
32. RESMAN employees must obtain the prior approval of the CEO/CFO before making a charitable contribution on behalf of RESMAN.
33. Charitable donations may never be made as part of an exchange of favors with any Government Official, customer or others, or to obtain some other form of benefit for RESMAN or any RESMAN customer, even if the recipient is a bona fide charity. If a Government Official, customer or other third party has promised any benefit or issued any threat in connection with a donation request, the request must always be denied.
34. Any monetary contribution must be made by check, wire transfer, or other method that creates a comparable record of the transaction. Donations may never be made in cash.
35. Charitable contributions may be made only to legitimate and recognized organizations or entities. RESMAN may never make a charitable contribution to a Government Official, customer, or to any personal bank account.

## FACILITIATION PAYMENTS

36. A "facilitation payment" is a payment made to secure or expedite a routine or necessary action to which the payer has a legal or other entitlement. Examples include paying a foreign government official a fee in order to expedite the processing of a visa, or to obtain required customs approvals.
37. RESMAN's policy is that facilitating payments are generally prohibited, even if considered legal or customary in the country where business is done. However, if you believe that the safety or health of you or another individual are in jeopardy then a payment to protect safety or health would not be considered a breach of this policy. The RESMAN CEO or CFO must be notified promptly if this situation occurs, and payments must be accurately documented as such on expenses or bookkeeping records.

## CONFLICTS OF INTERESTS

38. No RESMAN Representatives shall seek to obtain advantages for themselves, or related persons, or put themselves in positions that are improper or in any other way may harm RESMAN's interests. Any RESMAN Representatives becoming aware of a potential conflict of interest shall, without delay, notify the matter to its manager, or, alternatively, to the CEO.
39. In the event of a potential conflict of interest, it must be evaluated whether the relationship compromises the relevant RESMAN Representatives loyalty to RESMAN. The relevant person(s) should not evaluate this, because others might perceive the situation differently. To protect the relevant person(s) and RESMAN, the manager should evaluate the situation further.
40. A conflict of interest occurs when an individual has a personal interest that might compromise his or her professional duties, typically when RESMAN Representatives can influence a decision or the results of a process, and one or more of the following is true:
  - a) The same person has private interests in the outcome of the decision or the results of the process.
  - b) Someone close to the same person has an interest in the outcome of the decision or the results of the process. Examples of someone who shall be considered close to a person are: A family member, friend, company in which the person holds a significant interest, or a person to whom the person owe an obligation. A business associate or close colleague may also be included in this category.

- c) The person is part of a business affiliation outside RESMAN in which someone might gain advantage of the person's role in RESMAN and/or the person's involvement in the decision-making.
- d) It might be perceived by others that the person's loyalty to RESMAN is compromised due to the person's relationship to a person, company or organization.

#### **GENERAL GUIDELINES REGARDING ABC RISK RELATED TO BUSINESS ASSOCIATES**

- 41. Any violation of ABC laws or policies by a business associate may have serious legal and reputational consequences for RESMAN and its personnel. RESMAN will not make any payment, give anything else of value, or enter into any transaction where there is a suspicion or belief that such an act directly, or even indirectly and without RESMAN knowing, is likely to contribute or lead to a violation of relevant ABC laws and/or RESMAN's ABC or ethics policies.
- 42. Selection of business associates, as well as entering into new agreements and arrangements with existing business associates, must be based on risk assessments and investigations, in accordance with RESMAN's due diligence procedures; RESMAN must know who we are dealing with, and whether the relevant relationship entails any risk of being in conflict with laws or RESMAN's ABC policies.
- 43. In addition, based on the individual risk assessments, RESMAN must ensure to adopt the necessary contractual measures, and to follow-up on new and existing business associates, in a manner that provides the company with a reasonable opportunity to verify that the partner remain in compliance with ethical and legal requirement, and to implement adequate measures should any inconsistencies be identified.
- 44. All contracts must be in writing.

#### **SALES CONTRACTS**

- 45. The RESMAN Power of Attorney (POA) sets out the delegation of authority in the company and shall always be consulted in connection with sales contracts (including all annexes, schedules and appendices) to ensure that the contract is signed and approved at the appropriate level. If a due diligence or any other information contradicts the principles set out in this ABC policy, the matter must be referred to the CEO even if the contract rests within the authority given in the POA.
- 46. RESMAN Representatives that complete a sale must yearly confirm that all sales meetings, contacts, contract negotiations and other related activities in connection with the sale have been conducted in a legal and ethical manner, and in compliance with the RESMAN ABC Policy, RESMAN Sales Policy, and RESMAN Employee Handbook. The confirmation can be found at Annex 4 (RESMAN sales process compliance confirmation).

#### **THIRD PARTY INTERMEDIATES/ REPRESENTATIVES**

- 47. "Intermediary/representative" includes any agent, reseller/distributor, regulatory consultant, or anyone else expected to represent RESMAN before customers, Government Officials or before other third parties.
- 48. Due diligence on any third party intermediary/representative must be completed before the third party is engaged or provides any services to RESMAN. A thorough understanding of the intermediary's business practices, owners and other principals, and any potential conflict of interest or reputational concern must be identified and documented prior to signing a contract with the intermediary/representative. Annexes 1 and 2 contain RESMAN's due diligence procedure:
  - a) First, RESMAN must obtain information from the third party intermediary/representative as set forth in Annex 1.
  - b) Second, as provided in the RESMAN Sales Policy, if the intermediary is an agent or a reseller, RESMAN must obtain a due diligence report on the agent/reseller from a reputable provider of due diligence services.
  - c) Third, the RESMAN employee responsible for engaging the reseller or agent must complete Annex 2 (Due diligence and approval process) and obtain the approval of the CEO/CFO before the intermediary can be engaged.

49. RESMAN Representatives must – during the due diligence investigations and in the general follow-up and monitoring or third party representatives/intermediaries - be alert for “red flags” that may indicate possible improper conduct, including the following (non-exhaustive list):
- d) A Government Official recommends a third party representative and RESMAN is considering engaging that Representative.
  - e) A third party representative states that because of its close relationships with key Government Officials, only companies that partner with it will be able to achieve certain results.
  - f) A third party representative requests fees that are much greater than the market rate for comparable work, without reasonable explanation.
  - g) A third party representative proposes to be paid a large, non-standard contingency fee.
  - h) A third party representative refuses to agree to certify that it will not take any action in furtherance of an improper payment.
  - i) A third party representative requests payment in cash for services that typically are paid by bank transfer or other non-cash means.
  - j) A third party representative requests that payments be made to another party or to a third-country bank account, or requests other unusual financial arrangements, without reasonable explanation.
  - k) A third party representative lacks suitable skills, facilities or qualified staff to perform its expected obligations.
  - l) A third party representative’s business is not listed in standard industry directories or is not known to people knowledgeable about the industry.
  - m) A background check of a third party representative uncovers unusually close links to a Government Official that the Third Party Representative has not disclosed or that otherwise may create a conflict.
  - n) There is a conspicuous lack of published information about the third party representative’s business or its principals, where such information would be expected to be available.
  - o) A third party representative has a reputation for paying bribes or engaging in other illegal, unethical, or improper conduct.
50. All contracts with third party intermediaries/ representatives, suppliers and customers, must be limited in time, and include an appropriate compliance clause that accepts RESMAN’s ABC Policy and allows for termination if RESMAN’s ABC Policy is breached. If a third party is not sure whether an activity would violate RESMAN’s ABC Policy, the third party should contact the senior RESMAN employee with whom it works before engaging in the activity.
51. Fees paid to a third party must not exceed commercially reasonable amounts customary in the industry and must be commensurate with the actual services received. All payments must be properly documented and processed through the normal internal accounting channels with appropriate management approvals in place. Third party intermediary/representative remuneration should not exceed 8% in sales commission of the relevant contract price, unless otherwise explicitly approved by the CEO in writing. The 8% is not a commercial guideline, and the commission is often lower. The 8% is a limit where additional commercial and legal investigations, documentation and approval is needed. A higher commission may be justified if it can be documented that the representative is performing work which is beyond sales support and marketing. Examples can be where the third party has large up-front capital investments, is providing IP to the project etc

## IMPLEMENTATION, RESPONSIBILITY AND REPORTING

52. RESMAN Representatives are required to report any unethical or illegal activity, as well as suspected violations of the policies and procedures set forth in this Policy, that they witness or are made aware of. All allegations will be investigated. If employees and third parties prefer to remain anonymous they may, but it is important that all information regarding the actual events and details of incidents be provided so that a thorough investigation may be completed. Report should be made to the CEO or, alternatively, in accordance with RESMAN’s Whistleblowing Procedure.



53. RESMAN employees who report violations in accordance with RESMAN's procedures and in good faith will not be subjected to retaliation for good faith reports of suspected violations.
54. Breach of RESMAN's ABC policy can lead to disciplinary action up to and including termination of employment.
55. The CEO has an overall responsibility for compliance with this Policy, and is responsible for updating this document.
56. Each manager is responsible for monitoring and ensuring compliance with this Policy within its respective area of responsibility. This shall include the responsibility to ensure that personnel and relevant business associates are made aware of this Policy, and that personnel are provided with the appropriate training.
57. Each manager shall on an annual basis provide a status report regarding compliance within its respective business area to the CEO. The CEO shall report to the Board of Directors on the overall status on compliance

## TRAINING

58. All new employees, including senior management, and new board members will be receiving anti-corruption training within three months of joining RESMAN or its board.
59. The board, senior management of RESMAN and other relevant personnel will receive periodic in-person anti-corruption training that includes training on the policies and procedures of the company.
60. Contractors, resellers, agents and any other third party intermediary/representative are required to participate in ABC training conducted ahead of performing any work for RESMAN. Certification of adherence to this ABC policy will be required.

## AUDIT AND DOCUMENT RETENTION

61. All payments made in connection with the business activities of RESMAN must be accurately recorded in the books of the paying organization, and accurate records regarding the payment must be maintained.
62. Compliance with this Policy may be assessed as part of internal reviews or audits performed by RESMAN.
63. All documents generated in compliance with this ABC Policy must be retained for a minimum period of five years, unless a longer period is required by local law or local law requires disposal in less than five years. It is the responsibility of the RESMAN CEO/CFO that an appropriate and auditable document retention system is put in place. In the case of third party intermediaries/representatives, all due diligence annexes, copies of agreements, and other compliance-related materials must be retained for five years beyond the conclusion of the contract or engagement.

## NO RIGHTS CREATED

64. This document creates no rights for employees, board members, consultants or any other persons who act on RESMAN's behalf. Neither does this document create any rights for any other third persons or entities.

## ANNEXES

[1 ABC Annex 1 Due diligence questionnaire](#)

[2 ABC Annex 2 Due diligence review and approval](#)

[3 ABC Annex 3 Anti corruption contract language](#)

[4 ABC Annex 4 RESMAN sales process compliance confirmation](#)

[5 ABC Annex 5 Request for Pre-approval to pay third party costs related to travel](#)