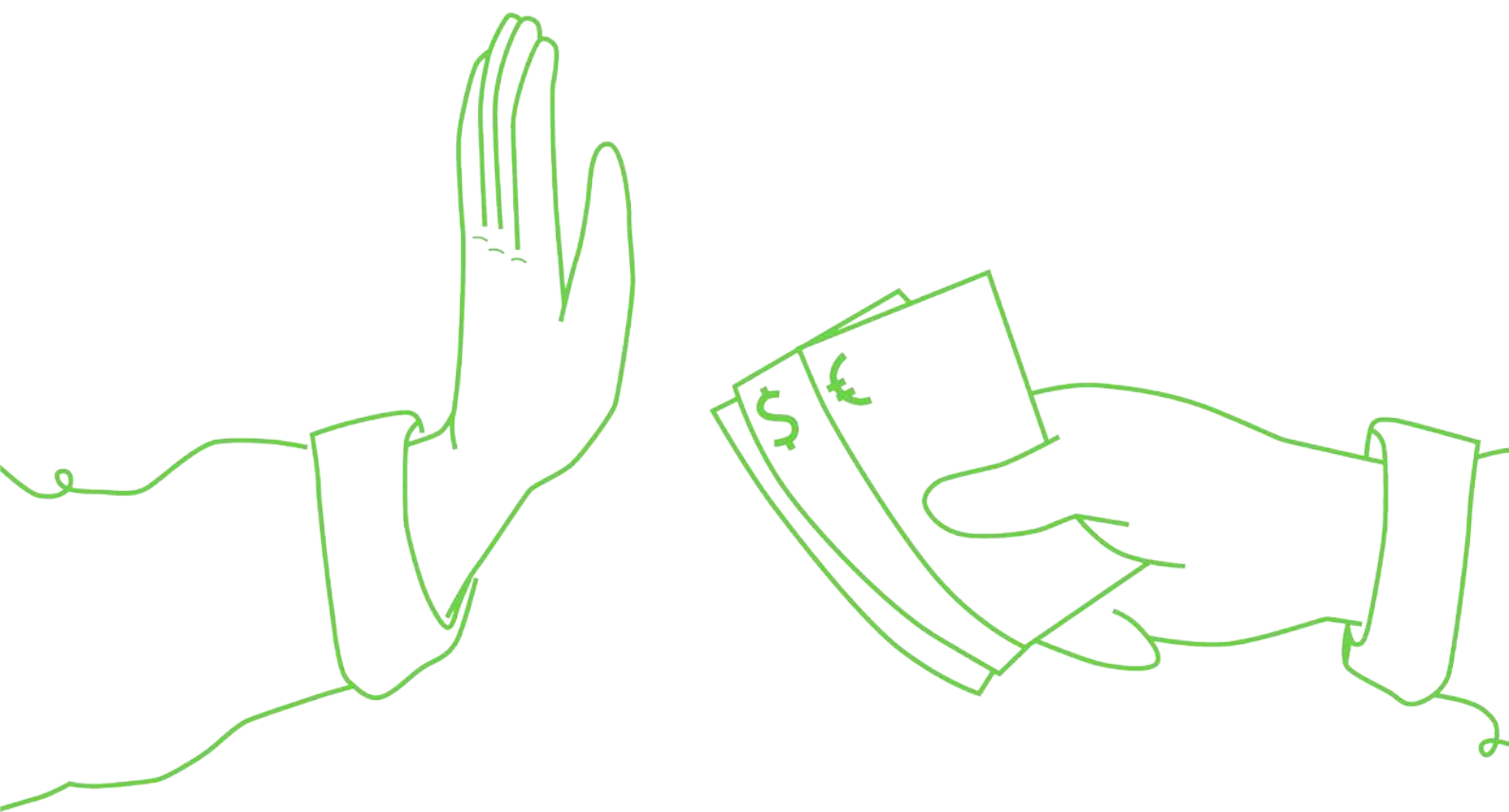


# Management System Guideline

## Anti-Corruption



June, 25<sup>th</sup> 2020



vår energi

1	INTRODUCTION.....	4
1.1	Purpose of this document .....	4
1.2	Area of application .....	4
2	REFERENCES.....	6
2.1	The Anti-Corruption Laws .....	6
2.2	Consequences of non-compliance with Anti-Corruption Laws .....	7
2.3	Vår Energi anti-corruption compliance function.....	8
3	STATEMENT OF POLICY .....	9
4	FACILITATION AND EXTORTION PAYMENTS .....	12
4.1	Facilitation payments .....	12
4.2	Extortion Payments.....	12
5	GIFTS, EXPENSES AND HOSPITALITY - OFFERED AND RECEIVED .....	13
5.1	Gifts, financial advantages or other benefits including hospitality offered to, or received by, Vår Energi personnel .....	13
5.2	Gifts, financial advantages or other benefits, including hospitality, provided to third parties (including Public Officials) .....	15
6	POLITICAL CONTRIBUTIONS .....	16
7	DONATIONS TO CHARITIES/NON-PROFIT INITIATIVES/SOCIAL PROJECTS .....	17
8	SPONSORSHIP .....	19
9	VENDORS .....	22
10	COVERED BUSINESS PARTNER.....	23
10.1	Requirements for contracts with Covered Business Partners .....	23
10.2	Joint Ventures .....	25
10.3	Intermediaries.....	27
10.4	Consultants.....	30
10.5	Preliminary evaluation of deviations .....	33
11	SELECTION OF PERSONNEL .....	34
12	ACQUISITIONS AND DISPOSALS .....	35
13	RELATIONS WITH PUBLIC OFFICIALS AND WITH RELEVANT PRIVATE ENTITIES.....	37
14	ANTI-CORRUPTION DUE DILIGENCE .....	38
15	ACCOUNTING PROCEDURES.....	39
16	BOOKKEEPING AND INTERNAL CONTROLS.....	40



17	TRAINING OF VÅR ENERGI PERSONNEL.....	43
18	REPORTING SYSTEM .....	45
18.1	Reporting system for requests.....	45
18.2	Reporting system for violations .....	45
19	DISCIPLINARY PROCEEDINGS AND CONTRACTUAL REMEDIES .....	47
20	MONITORING AND IMPROVEMENTS .....	48
21	ROLES AND RESPONSIBILITIES.....	49
22	DEFINITIONS, ABBREVIATIONS AND ACRONYMS.....	50



## 1 INTRODUCTION

### 1.1 Purpose of this document

One of the key factors of Vår Energi's reputation is its ability to conduct business with loyalty, fairness, transparency, honesty and integrity and in compliance with the laws, regulations, similar mandatory requirements, international standards and guidelines, both domestic and foreign, that apply to Vår Energi's business.

This Management System Guideline ("MSG") is implemented for the purpose of providing a systematic reference framework to the anti-corruption regulations that Vår Energi has designed and implemented.

Anti-Corruption Laws make it unlawful for Vår Energi Personnel, Vår Energi and its Subsidiaries, their Business Partners and anyone performing services for or on behalf of Vår Energi to offer, pay or accept, directly or indirectly, money or other benefit for the purpose of obtaining or retaining business or securing an unfair business advantage. This MSG is inspired by the behaviour principles described in Vår Energi's Code of Ethics and is designed to provide to all Vår Energi Personnel and all those who work for or on behalf of Vår Energi, the principles and rules to follow in order to ensure compliance with Anti-Corruption Laws.

Subject to the general principle that all Vår Energi Personnel must maintain conduct consistent with the principles and rules defined in this MSG, the management of Vår Energi and its Subsidiaries are personally committed to compliance with the Anti-Corruption Laws, in emphasising and disseminating these rules and principles within its structures in order to prevent corruption, in compliance with the principle of "zero tolerance" for corruption.

### 1.2 Area of application

This MSG has been reviewed and approved by the Board of Directors of Vår Energi and its implementation and enforcement is mandatory for Vår Energi and all its Subsidiaries.

Furthermore, Vår Energi shall use its influence, to the extent reasonably possible under the circumstances, to ensure that companies and entities in which Vår Energi holds a non-controlling interest and Covered Business Partners meet the standards



set forth in this MSG, by adopting and maintaining an adequate Internal Control system consistent with the requirements established by Anti-Corruption Laws. In any case, the representatives appointed by Vår Energi in these companies and entities shall do all they can to ensure the standards in this MSG are implemented. Among the factors that should be taken into consideration in respect of adopting said standards, are the level of investment held by Vår Energi in the company or entity (e.g. joint venture, consortia) and the laws and regulations governing the business in the country in which the company or entity is established and where its operations are based.

This MSG applies to Vår Energi from the date issued.



## 2 REFERENCES

### 2.1 The Anti-Corruption Laws

In recent years, the number of countries that have established laws prohibiting corruption of their Public Officials have been steadily increasing, and many countries have laws criminalising international corruption, or rather, the corruption of Public Officials in other countries by entities within their jurisdiction. Many countries also have laws that prohibit bribery among private parties.

Vår Energi is subject to Norwegian anti-corruption law ("Straffeloven"), however, as a Subsidiary of eni spa, which is incorporated under Italian law, Vår Energi and Vår Energi Personnel might also be subject to Italian law and, in particular, to the provisions of Legislative Decree 231/2001 which disciplines administrative liability of entities for crimes, such as domestic and international corruption, committed by their administrators, employees or collaborators, in Italy and abroad, in the interest of or benefiting the entity. As a multinational organization doing business in more than 80 countries and jurisdictions around the world, eni spa, its Subsidiaries (including Vår Energi) and its and their Personnel are also subject to the laws of many other countries, including those laws ratifying international conventions, prohibiting corruption of Public Officials and corruption among private parties, such as:

- the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions;
- the United Nations Convention Against Corruption;
- the Foreign Corrupt Practices Act (FCPA) issued in the United States;
- the UK Bribery Act issued in the United Kingdom;
- their subsequent amendments and additions.

In order to comply with the applicable Anti-Corruption Laws, Vår Energi has introduced the prohibition of corruption among private parties, as well as among Public Officials.



The Anti-Corruption Laws:

- prohibit both direct and indirect payments – including payments to anyone while knowing the payment will be shared with a Public Official or private party – as well as offers or promises to pay or give anything of value, to a Public Official or to a private party for corrupt purposes. Under the Anti-Corruption Laws, Vår Energi and/or Vår Energi Personnel can be held responsible for a corrupt offer or payment made by anyone acting on behalf of the company in connection with Vår Energi business and when Vår Energi and/or Vår Energi Personnel knew or reasonably should have known this offer or payment was improper;
- require companies to keep and maintain books, records and accounts which, in reasonable detail, accurately and fairly reflect its transactions, expenses (even if not “significant” in an accounting sense) and acquisitions and disposals of its assets.

Even inaccuracies in the reporting of non-corrupt payments constitute violations. False records may trigger tax and other legal liabilities. In particular, the bookkeeping provisions of the FCPA require issuers of stock registered under U.S. securities laws, such as eni, to maintain adequate internal accounting standards and control systems, and keep accurate books and records.

## **2.2 Consequences of non-compliance with Anti-Corruption Laws**

In recent years, enforcement of Anti-Corruption Laws has become more intense and the penalties significantly more severe. Physical and legal persons who violate Anti-Corruption Laws can incur considerable fines and physical persons may be sentenced to imprisonment or suffer other penalties. Other legal consequences may also derive from such violations including debarment from contracting with public entities, confiscation of profit made or requesting claims for damages. Even more importantly, such events can seriously damage a company’s reputation.

It should also be noted that, in order to maximize the effectiveness of the penalties, companies are usually prevented from indemnifying their personnel against liability under Anti-Corruption Laws.



### 2.3 Vår Energi anti-corruption compliance function

To ensure the effectiveness of Vår Energi's Anti-Corruption compliance program, the Vår Energi anti-corruption compliance function has been set up.

The Vår Energi anti-corruption compliance function is responsible for providing specialist support on anti-corruption matters to the departments of Vår Energi and Un-Listed Subsidiaries, as outlined by the organizational tools and regulations implemented by Vår Energi on the matter, including this MSG and the individual Anti-Corruption Regulations.

In particular, for explanatory and non-exhaustive purposes, Vår Energi anti-corruption compliance function ensures, with reference to anti-corruption matters, (i) constant monitoring of regulations and jurisprudence, (ii) implementation of guidelines and guidance on the matter, also by supporting competent functions in the update of the internal regulations, (iii) the competent legal activities in relation to the relevant to anti-corruption training programs of Vår Energi Personnel, pursuant to paragraph 17 of this MSG (iv) specialist support in the management and surveying of Red Flags, (v) support during reliability checks on partners and contracted partners and the processing of the relevant contractual requirements in areas at risk of corruption, (vi) monitoring the adoption of the Anti-Corruption MSG and the relevant Anti-Corruption Regulations by the Subsidiaries. With this in mind, questions relating to Anti-Corruption Laws or any matter covered in this MSG or its application in specific situations must be addressed, also through the identified Focal Points, to the Vår Energi anti-corruption compliance function.





### 3 STATEMENT OF POLICY

In accordance with Vår Energi's Code of Ethics, **Vår Energi prohibits bribery without exception.** In particular, Vår Energi prohibits:

- offering, promising, giving, paying or authorizing anyone to give or pay, directly or indirectly, material, financial or other advantage to a Public Official or private party (**Active Bribery**);
- accepting or authorizing anyone to accept, directly or indirectly, a financial or other advantage or a request or solicitation from a Public Official or private party of a financial or other advantage (**Passive Bribery**):
  - a. to induce a Public Official or private party to perform improperly any function of a public nature or any activity connected with a business or reward them for the improper performance of such a function or activity;
  - b. to influence any official act (or omission) by a Public Official or any decision in violation of any official duty;
  - c. to obtain or secure an improper advantage in the conduct of business; or
  - d. in any case, to violate the applicable laws.

Prohibited conduct includes financial or other advantage offered or received by Vår Energi Personnel (Direct Bribery) or by anyone acting on behalf of the company (Indirect Bribery) in connection with the business of the company.

This prohibition is not limited to cash payments, and includes for the purpose to corrupt:

- gifts;
- entertainment expenses, meals and travel, hospitality in general;
- in-kind contributions, such as sponsorships;
- business, employment or investment opportunities;
- insider information that could be used to trade in regulated securities or commodities;
- personal discounts or credit;



- Facilitation Payments;
- assistance to support families; and
- other benefits or advantages.

Vår Energi prohibits any forms of bribery, including but not limited to those described above, to any person. A person subject to this MSG will be deemed "aware" that the payment or other advantage will benefit a Public Official or private party or his/her Family Members or designees if he/she has acted with conscious disregard to warning signs or grounds for suspicion ("Red Flags") or with gross negligence, e.g., a failure to conduct the appropriate level of due diligence under the circumstances.

Compliance with Anti-Corruption Laws and this MSG is mandatory for all Vår Energi Personnel, At Risk Personnel and Covered Business Partners. Consequently:

- i. All of Vår Energi's dealings with, or related to, or involving a Public Official must be conducted in compliance with this MSG and all related Vår Energi Anti-Corruption Regulations.
- ii. All of Vår Energi's dealings with, or related to, private parties considered at risk of corruption must be conducted in compliance with this MSG and all related Anti-Corruption Regulations.
- iii. Vår Energi Personnel are responsible, each for their own area of responsibility, for complying with this MSG and Vår Energi's Anti-Corruption Regulations. In particular, managers are responsible for supervising compliance by those that work with them and adopt measures to prevent, detect and report potential violations.
- iv. No questionable or illegal practice (including Facilitation Payments) can ever be justified or tolerated because it is "customary" in the industrial sector or in the countries where Vår Energi operates. No performance goal should be imposed or accepted if it can be achieved only by compromising Vår Energi's ethical standards.
- v. Vår Energi Personnel who violate this MSG and/or Anti-Corruption Laws will be subject to discipline, up to and including termination and any other legal actions to the extent necessary to protect Vår Energi's interests. Covered Business Partners who violate this MSG and/or



Anti-Corruption Laws will be subject to contractual remedies, including suspension of the execution and up to termination of the contract, debarment from doing business with Vår Energi and damage claims.

- vi. No Vår Energi Personnel will be subjected to termination, demotion, suspension, threat, mobbing or discrimination in the workplace for refusing to make a prohibited payment, even if such refusal results in a loss of business or other adverse consequence to the business.
- vii. Vår Energi Personnel must avoid and report any situations that can lead to or cause a conflict of interest among personal and family financial dealings and the tasks covered within the structure or body concerned in compliance with the Code of Ethics. In particular, in compliance with the Code of Ethics, any situations leading to or causing a conflict of interest must be promptly communicated to the supervisor at managerial level, or their relevant body, and the Guarantor of the Code of Ethics. Likewise, the person involved should promptly abstain from involvement in the operating/decision-making process and the supervisor in a managerial position or the body:
  - identifies the operating solutions to safeguard, as per the specific case, the transparency and correctness of behaviour in conducting business;
  - sends to the interested parties - and inform the personal hierarchical supervisor, as well as the Guarantor of the Code of Ethics - the necessary instructions in writing;
  - files the documentation received and sent.



### 4 FACILITATION AND EXTORTION PAYMENTS

#### 4.1 Facilitation payments

In line with Vår Energi's Code of Ethics, Facilitation Payments are expressly prohibited. It is not acceptable for any Vår Energi Personnel, or any of its Subsidiaries, or Covered Business Partners, to make these sorts of payments.

#### 4.2 Extortion Payments

In the case of Extortion Payments to a Public Official, said payment must be promptly identified and duly documented. In particular the Vår Energi Personnel involved must send their direct supervisor and the Vår Energi anti-corruption compliance function a report indicating the date, place and amount paid and the description of the objective circumstances of serious and imminent violence, or threat, in which the payment was made.

The direct supervisor consults the office of the Legal department for any actions to undertake.

Extortion Payments form part of business dealings subject to Vår Energi accounting. The accounting records relating to them must be made in compliance with Vår Energi rules on financial statements and accounts and supported by reference documentation.



## 5 GIFTS, EXPENSES AND HOSPITALITY - OFFERED AND RECEIVED

In line with the Code of Ethics, gifts, payments or any other financial benefits, including hospitality, can be either made or received where it is in the context of a commercial courtesy, and it does not compromise the integrity and/or reputation of either party, and cannot be construed by an impartial observer as aimed at creating an indebtedness or obtaining undue advantages.

Gifts and other financial advantages or other benefits made or received, including hospitality, must therefore be in all circumstances reasonable and bona fide. In any case, all gifts and financial advantages or other benefits, including hospitality, made or received must be in accordance with Vår Energi's internal rules, must be recorded and supported by appropriated documentation.

Any gift, financial advantage or other benefit, including hospitality, must have all the following characteristics. It must:

- a. not be a cash payment;
- b. be provided in connection with a bona fide and legitimate business purpose;
- c. not be motivated by a desire to exert improper influence or the expectation of reciprocity;
- d. be reasonable under the circumstances;
- e. be tasteful and commensurate with generally accepted standards for professional courtesy; and
- f. comply with the local laws and regulations that apply to the Public Official and private party, including when existing, codes of conduct of the organization or entity to which they belong.

### 5.1 Gifts, financial advantages or other benefits including hospitality offered to, or received by, Vår Energi personnel

As stated in paragraph 5, any gifts, financial advantage or other benefit, including hospitality, offered to, or received by Vår Energi Personnel must, from an objective viewpoint, be reasonable and bona fide.



# 5 GIFTS, EXPENSES AND HOSPITALITY - OFFERED AND RECEIVED

Anyone who receives offers of gifts, financial advantage or other benefit, including hospitality, which cannot be considered as commercial courtesy of small value, shall reject them and immediately inform: (i) the direct supervisor and (ii) Vår Energi's anti-corruption compliance function.

A gift or any financial advantage or other benefit, including hospitality, offered to, or received by Vår Energi Personnel, when its actual or estimated value exceeds (or is likely to exceed) the thresholds in Annex C – Gifts and Hospitality must be reported to the Vår Energi Personnel direct supervisor and, in any case, recorded (even if refused) accurately and transparently in a register set out for that purpose. Such register shall be maintained at a company level by the Human Resources Department and include the following information:

- name of the Vår Energi Personnel who was offered or received the gift or financial advantage or other benefit, including hospitality (beneficiary);
- name of the company or person who offered or provided the gift or financial advantage or other benefit, including hospitality;
- brief description of the gift or financial advantage or other benefit, including hospitality;
- date offered to the Vår Energi Personnel;
- date of communication to the Vår Energi Personnel direct supervisor with clear indication of the name of the direct supervisor;
- actual or estimated value;
- indication of acceptance or refusal and related reasons.

The methods of keeping the register are indicated in Vår Energi's relevant Anti-Corruption Regulation.

In the case of Subsidiaries based outside Norway, the thresholds defined in Annex C may be reduced taking into consideration the characteristics of the relevant country (average cost of living, economics, etc).



### **5.2 Gifts, financial advantages or other benefits, including hospitality, provided to third parties (including Public Officials)**

As stated above in paragraph 5, any gifts, financial advantage or other benefit, including hospitality, provided by Vår Energi or any Vår Energi Personnel to a Public Official or any private party, even using personal financial resources, must, from an objective viewpoint, be reasonable and bona fide.

Any gifts, financial advantage or other benefit, including hospitality, is reasonable and bona fide expenditure when it is directly related to:

- i. the promotion, demonstration, or explanation of products or services;
- ii. the execution or performance of a contract with public administration;
- iii. attendance at training seminars or workshops; or
- iv. to develop and maintain cordial business relations.

Reasonable and bona fide expenditures must be approved and recorded pursuant to the Vår Energi Anti-Corruption Regulation concerning gifts, financial advantage or other benefits, including hospitality and, in case of a Subsidiary, to the relevant Subsidiary's Anti-Corruption Regulation that may have been implemented by the Subsidiary pursuant to paragraph 1.3. These expenditures must be recorded accurately and transparently in the company's financial information with sufficient detail and must always be traceable and supported by documentation that identifies each recipient's name and title, the name and title of each beneficiary and the purpose of the payment or other benefit.

If the recipient of any gift, financial advantage or other benefit, including hospitality, is a Public Official, Vår Energi Personnel should certify, in accordance with the procedures outlined in the Anti-Corruption Regulation, that the gift, financial advantage or other benefit, including hospitality, meets the aforementioned qualitative criteria and was not made to obtain an improper advantage.

Any gift, hospitality or other benefit for a Family Member or designee of a Business Partner or a Public Official or a private party that was proposed at the request of a Business Partner or Public Official or as a result of the beneficiary's relationship with a Business Partner or Public Official must be treated as a benefit to that Business Partner or Public Official and is therefore subject to the restrictions provided by this MSG and the relevant Anti-Corruption Regulations.



### 6 POLITICAL CONTRIBUTIONS

Political contributions could constitute corruption offences and therefore present a risk of consequent liability. The risks are that political contributions may be used by a company as an improper mean of bribery to retain or obtain a business advantage such as to win a contract, obtain a permit or licence, or shape legislation favourable to the business.

Because of these risks, as outlined in the Code of Ethics, Vår Energi does not permit any direct or indirect contributions in whatever form to political parties, movements, committees, political organizations and trade unions, nor to their representatives and candidates.





### 7 DONATIONS TO CHARITIES/NON-PROFIT INITIATIVES/SOCIAL PROJECTS

Donations to charities, administrative entities and bodies, non-profit initiatives and Social Projects present the risk of funds or assets of value being diverted for the personal use or benefit of a Public Official or private party.

All non-profit initiatives, charitable contributions and Social Projects must be carried out in compliance with Anti-Corruption Laws and in compliance with the provisions of Vår Energi's Anti-Corruption Regulations concerning non-profit initiatives and Social Projects and, in case of a Subsidiary, with the relevant Subsidiary's Anti-Corruption Regulations that may have been adopted by the Subsidiary pursuant to Paragraph 1.3.

Any internal Anti-Corruption Regulation on charitable contributions or donations and on Social Projects must comply with the following minimum standards:

- a. all contributions, donations and Social Projects shall be made in accordance with the approved budget;
- b. contributions and donations shall be made only in favour of entities not recently incorporated, well-known, reliable and with an outstanding reputation for honesty and correct business practices;
- c. the beneficiary entity must show that it has all the certifications and has met all the requirements to operate in compliance with applicable laws;
- d. an appropriate regulation must be implemented to set out an approval process of contributions, non-profit initiatives and Social Projects that, for the aim of such approval, shall provide an adequate description of the nature and the purpose of the single contribution, a due diligence review on the beneficiary entity and control of the legitimacy of the contribution or initiative under the applicable laws
- e. in line with the provisions of the laws and Vår Energi's internal regulations on the matter and the Code of Ethics, for money payments, such payments to the beneficiary entity must be made exclusively on the account registered in the name of the beneficiary entity; it is not



## 7 DONATIONS TO CHARITIES/NON-PROFIT INITIATIVES/SOCIAL PROJECTS

permitted to make payments to numbered accounts or in cash, or to a party other than the beneficiary entity or in a third country other than the beneficiary entity's country<sup>1</sup>;

- f. contributions must be properly and transparently recorded in the company's books and records;
- g. the beneficiary entity shall undertake to record properly and transparently the contributions received in its own books and records;
- h. the Social Projects must be adequately integrated in the relevant business projects to which they are inherent and defined in agreements, conventions, PSA, MoU, which shall include adequate anti-corruption provisions;
- i. where Social Projects are negotiated and defined with local community representatives:
  - the consultation with the local communities must be carried out with correctness, transparency and traceability of behaviours and must exclusively take place through their institutions or local leaders who legally represent them;
  - an adequate due diligence must be undertaken on the representative institution or local leader signing the agreement or which, in any case, represents the counterparty, to be submitted to the Vår Energi anti-corruption compliance function, also to ascertain eventual conflicts of interest;
- j. the original documentation related to the approval of the contribution and to the controls of consistency with the relevant regulation must be kept for at least 10 years

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<sup>1</sup> For the purposes of application of the ban, third countries do not include States where a company/entity, counter-party of Vår Energi, has established its centralized cash management system and/or where the same has established, in whole or in part, its headquarters, offices or business units functional and necessary for the execution of the contract, in each case subject to all the additional control tools provided by internal regulatory instruments concerning the selection of counter-parties and payments.



## 8 SPONSORSHIP

Sponsorship may also raise anti-corruption issues. All sponsorship must be approved to ensure compliance with Anti-Corruption Laws, in accordance with Vår Energi's Anti-Corruption Regulation concerning the request, authorization, stipulation and management of sponsorship contracts and with the relevant Anti-Corruption Regulation of the Subsidiary eventually adopted pursuant to Paragraph 1.3.

Any internal Anti-Corruption Regulation on sponsorship must comply with the following minimum standards:

- a. all sponsorship shall be made in accordance with the approved budget;
- b. partners under sponsorship contracts shall only be entities or individuals who are well-known and reliable;
- c. in the case of companies, a sponsorship contract partner must prove that it has all the certifications and has met all requirements to operate in compliance with applicable laws;
- d. a procedure to regulate sponsorship approval must be disciplined and for the purpose of this approval must have an adequate description of the nature and the purpose of the single initiative, a due diligence review on the potential partner of the sponsorship contract and a control of the legitimacy of the initiative under the applicable laws;
- e. the sponsorship contract must be in writing and must contain:
  - i. a declaration from the counterparty that the amount paid by Vår Energi shall solely be used as payment for the counterparty's services and that these sums shall never be given to a Public Official or a private party for corrupt purposes or transferred, either directly or indirectly, to members of the company bodies, directors, or employees of Vår Energi;
  - ii. a declaration from the counterparty that at the moment of signing the contract and during its implementation, neither the counterparty, nor, in case of a company, the company itself or its owners, directors or employees are Public Officials;
  - iii. the currency and the amount paid pursuant to the sponsorship contract;



- iv. the billing terms (or payment methods) and payment conditions, taking into account - in line with the provisions of the relevant laws and Vår Energi's internal regulations on the matter and the Code of Ethics - that such payments can be made exclusively to the counterparty and in the country of the counterparty's incorporation, exclusively on the account registered to the counterparty as indicated in the contract and never to numbered accounts or in cash<sup>2</sup>;
  - v. the commitment of the counterparty to comply with the applicable laws, the Anti-Corruption Laws and the anti-corruption provisions of the relevant sponsorship contract and to record properly and transparently in its own books and records the amount received;
  - vi. the contractual provisions relating to "Corporate Liability" that Vår Energi and its Subsidiaries are required to insert in contracts bearing their signature;
  - vii. Vår Energi's right to terminate the contract and to interrupt payments and receive compensation for damages in case of the counterparty's breach of obligations, declarations and warranties referred to above or violation of the Anti-Corruption Laws or anti-corruption commitments outlined in the contract; and
  - viii. Vår Energi's right to carry out audits of the counterparty in the event Vår Energi reasonably believe the counterparty may have violated the provisions of the relevant regulation and/or of the contract;
- f. in line with the provisions of the relevant laws and Vår Energi's internal regulations on the matter, the amount paid according to the sponsorship contract must be properly and transparently recorded in Vår Energi's books and records;

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<sup>2</sup> For the purposes of application of the ban, third countries do not include States where a company/entity, counter-party of Vår Energi, has established its centralized cash management system and/or where the same has established, in whole or in part, its headquarters, offices or business units functional and necessary for the execution of the contract, in each case subject to all the additional control tools provided by internal regulatory instruments concerning the selection of counter-parties and payments.



- g. Vår Energi must ensure payments are made exclusively as indicated in the sponsorship contract, subject to verification that the service has been rendered; and
- h. the original documentation related to the approval of the amount and the compliance controls with the related regulation must be kept for at least 10 years.



## 9 VENDORS

Vår Energi may be held liable for corrupt activities on the part of vendors performing services for or on behalf of Vår Energi and their sub-contractors. It is therefore a requirement for Vår Energi's vendors to comply with the ethics standards and qualification requirements established by Vår Energi.

The procurement process and related activities is regulated by Vår Energi's Procurement MSG and other relevant regulations, which set out roles and responsibilities of the main parties involved in the procurement process and define general rules for key activities of the procurement process, such as vendor management, procurement reporting and control and document management.

The Procurement MSG and other relevant regulations are set out in accordance with the anti-corruption principles described in this MSG, with particular reference, among others, to vendor selection and qualification process, contract awarding, post-award contract management, contract standard protection clauses, including undertakings of compliance with Anti-Corruption Laws and verification of the vendors' ethical requirements.

Furthermore, when a vendor is a Covered Business Partner, because they fall within the category of vendors identified as high risk by Vår Energi's anti-corruption compliance function, with support from the Procurement Department of Vår Energi<sup>3</sup> the anti-corruption principles and controls, in accordance with paragraph 10 below and as defined in the relevant regulation are also applied.

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<sup>3</sup> The e-procurement portal provides a list of high risk vendor categories.



## 10 COVERED BUSINESS PARTNER

### 10.1 Requirements for contracts with Covered Business Partners

Vår Energi expects all of its Business Partners to comply with all applicable laws, including the Anti-Corruption Laws, in connection with Vår Energi's business.

Vår Energi may be held liable for corrupt activities committed by its Covered Business Partners. In particular, Vår Energi Personnel must comply with the provisions set out in this MSG and the other relevant Vår Energi regulations relating to the selection, retention and use of Covered Business Partners.

Covered Business Partners must undergo adequate due diligence, they must stipulate written contracts before performing any activity in favour of or on behalf of Vår Energi and they must only be paid in compliance with the terms of contract. All contracts with Covered Business Partners must be negotiated, stipulated and managed in compliance with the Anti-Corruption Regulations governing such contracts.

All written contracts with Covered Business Partners must include reasonable and appropriate compensation and clauses relating to compliance.

Vår Energi requires contracts with Covered Business Partners to include provisions, among others, to:

- a. ensure commitment of the Covered Business Partners to comply with the Anti-Corruption Laws and this MSG and, for Covered Business Partners at high risk, to have in place, and maintain throughout the duration of the contract, their own regulations to ensure compliance with Anti-Corruption Laws and this MSG;
- b. in case of sub-contracting (including cases of sub-agents, sub-representatives, sub-consultants or similar figures), that it is compulsory for Covered Business Partners to:
  - stipulate the controls on the sub-contractor in the relevant contract in advance to ensure compliance with Vår Energi's internal rules;
  - obtain, where required, Vår Energi's prior approval of any sub-contractor in compliance with Vår Energi's internal rules;



## 10 COVERED BUSINESS PARTNER

- ensure that any sub-contractor performing services in connection with the contract does so only on the basis of a written contract which imposes on the sub-contractor conditions relevant to compliance and the Anti-Corruption Laws equivalent to those imposed on the Covered Business Partners;
- c. ensure that the Covered Business Partner promptly reports to Vår Energi any request or demand relating to any undue payment of cash or other benefit, received by the Covered Business Partner in relation to contract fulfilment;
- d. Vår Energi's right to carry out an audit on the Covered Business Partner identified as being at most risk according to risk based criteria agreed by Vår Energi's anti-corruption compliance function with Internal Audit;
- e. Vår Energi's right to carry out an audit on the Covered Business Partner if Vår Energi has reasonable suspicion that the Covered Business Partner has violated clauses of the contract relating to compliance or Anti-Corruption Laws;
- f. the contractual provisions relating to "Corporate Liability" that Vår Energi and its Subsidiaries are required to insert in contracts bearing their signature;
- g. Vår Energi's right to terminate or suspend the execution of the contract and to receive compensation for damages in case of breach of the obligations, declarations and warranties referred to above and/or violation of the Anti-Corruption Laws.

When the Covered Business Partner is:

- a Joint Venture partner, the provisions of Paragraph 10.2 shall apply;
- an Intermediary, the provisions of Paragraph 10.3 shall apply;
- a Consultant, the provisions of Paragraph 10.4 shall apply.

In relation to other Covered Business Partners, upon detailed written request of the interested Vår Energi business unit, Vår Energi's anti-corruption compliance function will consider and, if appropriate, advise Vår Energi's business unit which exceptions may be authorized in respect of the provisions of the regulations with reference to due diligence and the approval process of Covered Business Partners.





## 10.2 Joint Ventures

Vår Energi may be held liable for corrupt activities on the part of its partners in Joint Ventures and must take steps to ensure also in Joint Ventures in which it is not the controlling partner that suitable internal control policies are implemented.

Before Vår Energi or any of its Subsidiaries enter into a new Joint Venture or in the case of entry of a new partner in an existing Joint Venture, they must follow the provisions of Vår Energi's Anti-Corruption Regulations that regulate due diligence and the approval process of the Joint Ventures and Anti-Corruption Regulations of the Subsidiary on joint ventures, eventually implemented pursuant to Paragraph 1.3.

All Joint Venture contracts must be negotiated, stipulated and managed in compliance with Vår Energi's Anti-Corruption Regulations on Joint Venture contracts - prevention of illegal activities, and, in case of a Subsidiary, with the relevant Subsidiary's Anti-Corruption Regulations that may have been adopted by the Subsidiary pursuant to Paragraph 1.3.

Any internal Anti-Corruption Regulation on Joint Ventures must comply with the following minimum standards:

- a. the partners of the Joint Ventures shall only be entities who are well-known, reliable and with an outstanding reputation for honesty and correct business practices;
- b. an internal regulation must be implemented for the approval procedure providing for a documented and appropriate due diligence on each of the partners in the Joint Venture and on the contractual arrangements for the operations of the Joint Venture;
- c. in cases where Vår Energi does not control the Joint Venture, Vår Energi representatives acting within the Joint Venture shall use their best efforts to ensure the Joint Venture operates in compliance with the principles described in this MSG;
- d. Vår Energi Personnel, in negotiating the Joint Venture contract, shall make their best efforts to include the following provisions in the contract:



- i. the commitment by the Joint Venture's operator to adopt and the commitment by each partner to work to ensure the Joint Venture adopts an effective and appropriate internal control system and a compliance program for the prevention of corruption;
- ii. the commitment by the Joint Venture's operator to act and the commitment by each partner to work to ensure the Joint Venture acts in compliance with the Anti-Corruption Laws, the internal control system and the compliance program;
- iii. the commitment by each partner that in all activities directly or indirectly related to the Joint Venture, the partners and the Joint Venture shall never pay bribes to Public Officials or to any other private party or their Family Members or to directors or members of the company bodies or to employees of the counterparty with which the Joint Venture proposes to operate;
- iv. Vår Energi's right to have an audit carried out on the Joint Venture or on the Joint Venture's operator of activities considered at risk, including the right to carry out an audit in the event that Vår Energi has reasonable belief that the Joint Venture or the Joint Venture's operator (in its activities directly or indirectly related to the Joint Venture) may have violated the provisions of the contract relating to compliance or the Anti-Corruption Laws or paid bribes to Public Officials or to private parties or their Family Members or to directors or members of the company bodies or employees of the counterparty with which the Joint Venture proposes to operate;
- v. the contractual provisions relating to "Corporate Liability" that Vår Energi and its Subsidiaries are required to insert in contracts bearing their signature;
- vi. Vår Energi's right to terminate the Joint Venture and to receive compensation for damages in case of breach of anti-corruption obligations of the Joint Venture contract or in case of the violations of the Anti-Corruption Laws or the related procedure in the joint venture;



- e. the original documentation related to the selection and approval of partners, the Joint Venture agreement and the controls to verify compliance with this MSG must be kept for at least 10 years;
- f. the activities of each Joint Venture and Joint Venture operator must be constantly monitored. Vår Energi's representative in the Joint Venture must promptly inform Vår Energi's anti-corruption compliance function in relation to any news concerning an investigation or ascertained violation of Anti-Corruption Laws by the operator of the Joint Venture, the Joint Venture partners, members of the company bodies or their representatives in the Joint Venture.

### 10.3 Intermediaries

Agreements with Intermediaries may raise anti-corruption issues and must be negotiated, stipulated and managed in compliance with Vår Energi's Anti-Corruption Regulation concerning Intermediary agreements and, in case of a Subsidiary, with the relevant Subsidiary's Anti-Corruption Regulations that may have been implemented by the Subsidiary pursuant to Paragraph 1.3.

Any Anti-Corruption Regulation on agreements with Intermediaries must comply with the following minimum standards:

- a. the Intermediary shall have an outstanding reputation for honesty and correct business practices and high ethical standing and, when the Intermediary is a company, not recently incorporated;
- b. a regulation which manages Intermediary selection with an appropriate level of due diligence on the potential Intermediary must be implemented;
- c. the selection of the Intermediary and stipulation of the Intermediary agreements must be approved in compliance with an approval procedure (deliberated by the Board of Directors of the company intending to appoint the Intermediary) and upon favourable opinion of the Vår Energi anti-corruption compliance function;



- d. the Intermediary agreements must be in writing and must also contain:
- i. a clear description of the service to be provided by the Intermediary;
  - ii. a requirement that the Intermediary shall at all times comply with the Anti-Corruption Laws and this MSG and shall have and maintain in place throughout the duration of the Intermediary agreement its own regulations to ensure compliance;
  - iii. a requirement to promptly report to Vår Energi any request or demand for any undue cash payments or other advantage of any kind received by the Intermediary in connection with the performance of the Intermediary agreement;
  - iv. a requirement that the Intermediary shall ensure that any person associated with the Intermediary and who performs services in connection with the Intermediary agreement does so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Intermediary;
  - v. the currency and the amount of payment, which must be proportionate to the subject of the agreement, the Intermediary's experience and to the country where the job will be completed.
  - vi. the declaration and obligation of the Intermediary that the compensation payable pursuant to the Intermediary agreement shall be used solely as payment for its professional services and that no part thereof shall be given to a Public Official or private party or to any of his/her Family Members, for corrupt purposes or to the counterparty with which Vår Energi wishes to conclude the deal, in any case through the services of the Intermediary in violation of applicable laws;
  - vii. a prohibition on the Intermediary transferring, either directly or indirectly, the compensation to directors, officers, members of the company bodies or employees of Vår Energi or to any of their Family Members;
  - viii. the billing terms (or methods of payment) and payment terms, taking into account that:



- in line with the Code of Ethics, payment shall not be made to a party other than the Intermediary or to a country other than the country of one of the parties or where the contract shall be implemented<sup>4</sup>,
  - payment shall be subject to collection by Vår Energi when the services to be provided by the Intermediary are aimed at the conclusion of a deal that will bring earnings for Vår Energi or, in all other cases, conclusion of the contract to which the Intermediary's service refers;
  - payment shall be made directly and exclusively to an account registered in the name of the intermediary and never to numbered accounts or in cash;
- ix. the commitment of the Intermediary to notify the Contract Holder of any changes that occur in its ownership and/or in respect of the information provided to Vår Energi during the selection phase and/or in respect of anything that could have a bearing on the ability of the Intermediary to conduct activities pursuant to the contract;
- x. Vår Energi's right to carry out an audit on the Intermediary including the right to carry out an audit if Vår Energi has reasonable suspicion the intermediary has violated clauses of the contract relating to compliance or Anti-Corruption Laws;
- xi. Vår Energi's right to terminate the contract in case of a change of control of the Intermediary;
- xii. a clause providing for the non-transferability of the contract;
- xiii. the declaration and obligation of the Intermediary that, at the time of signing the contract and for so long as the contract remains in effect, neither he/she nor his/her Family Members, nor, when the Intermediary is a company, its owners, directors, employees, nor the company itself, are or will be Public Officials;

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<sup>4</sup> Third party countries are not considered, for the purpose of applying the restriction, as those states where the company/entity, Vår Energi counterparty has established its centralised treasury and/or where it has established, partially or fully, its headquarters, offices or functional operational units necessary for execution of this contract, without prejudice to further control sites planned by internal regulations for selection of the counterparties and making payments.



- xiv. the contractual provisions relating to "Corporate Liability" that Vår Energi and its Subsidiaries are required to insert in contracts bearing their signature; and
  - xv. Vår Energi's right to suspend payment, terminate the contract and receive compensation for damages in case of breach of the obligations, declarations and warranties referred to above and/or violation of the Anti-Corruption Laws or anti-corruption commitments outlined in the Intermediary's contract;
- e. performance of the contract by the Intermediary must be continuously and appropriately monitored by the Contract Holder, in order to assure that the Intermediary always acts in compliance with the Anti-Corruption Laws, this MSG and the relevant internal regulation on the Intermediary agreement;
  - f. the amount paid according to the Intermediary agreement must be properly and transparently recorded in Vår Energi's books and records;
  - g. payments are made exclusively subject to the control that the service has been rendered and/or that the conditions foreseen in the contract concerning payment of the fees have been met; and
  - h. the original documentation related to the selection and approval of the Intermediary and the intermediary's contract and the compliancy controls with the related regulations must be kept for at least 10 years.

#### 10.4 Consultants

Vår Energi expects all its Consultants to comply with all applicable laws, including Anti-Corruption Laws.

Vår Energi may be held liable for the corrupt activities of its Consultants and thus imposes special requirements to be adopted in connection with selection, appointment and management of its Consultants.

In particular, contracts with Consultants must be negotiated, stipulated and managed in compliance with the Procurement MSG and any other Anti-Corruption Regulations on Vår Energi's appointment of external consultancy services and in



case of a Subsidiary, with the relevant Subsidiary's Anti-Corruption Regulations that may have been adopted by the Subsidiary pursuant to Paragraph 1.3.

Any internal Anti-Corruption Regulation on Consultants must comply with the following minimum standards:

- a. the Consultant shall have an outstanding reputation for honesty and correct business practices;
- b. a Consultant selection process must be implemented providing for an appropriate level of due diligence on the potential Consultant;
- c. selection of the Consultant and stipulation of the consultancy contract must be approved in compliance with the relevant regulation;
- d. the consultancy contract must be in writing and must contain:
  - i. the detailed, clear and precise description of the service expected of the Consultant;
  - ii. the Consultant's declaration that the amount paid is only payment for the performance of the activities described in the contract and that these sums will never be used for corrupt purposes;
  - iii. the declaration of the Consultant that, at the time of signing the contract and for its entire duration, neither he or she nor Family Members, and if the Consultant is a company, that its owners and directors, are Public Officials;
  - iv. the declaration stating that there are no conflicts of interests, not even potentially, at the time the contract is signed and the commitment made by the Consultant to immediately report to Vår Energi should a conflict arise during the performance of the contract;
  - v. the billing terms (or methods of payment) and payment terms, taking into account that, in line with Vår Energi's Code of Ethics, (i) such payments may be made only in favour of the Consultant and in the Consultant's country of incorporation, only to the registered account of the Consultant



- as indicated in the contract and never on numbered accounts or in cash<sup>5</sup>, and (ii) the early payment of the fee (before the complete execution of the contract terms) may only be allowed in specific cases (properly motivated and stated in the contract) and, in any event, only for part of the entire amount;
- vi. the commitment of the Consultant to comply with the applicable laws, and in particular the Anti-Corruption Laws and this MSG, to register in its books and records fairly and transparently the amount received and, based on the level of risk of the Consultant, to have in place and maintain throughout the term of the contract its own regulations to ensure compliance;
  - vii. the commitment of the Consultant to guarantee employees or collaborators entrusted with the provision of services in relation to the contract have the same ethical requirements as requested by Vår Energi of the Consultant and comply with the same obligations and that anyone providing services in relation to the contract only works on the basis of a written contract that imposes conditions and commitments of compliancy equivalent to those assumed by the counterparty;
  - viii. a requirement to promptly report to Vår Energi any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of the contract;
  - ix. the commitment of the Consultant to notify the Contract Holder of any changes that have occurred in its ownership and/or in respect of the information provided to Vår Energi during the selection phase and/or in respect of anything that could have a bearing on the ability of the counterparty to conduct activities pursuant to the contract;
  - x. Vår Energi's right to carry out an audit on the Consultant including the right to carry out an audit if Vår Energi has reasonable suspicion that the

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<sup>5</sup> Third party countries are not considered, for the purpose of applying the restriction, as those states where the company/entity, eniVår Energi counterparty has established its centralised treasury and/or where it has established, partially or fully, its headquarters, offices or functional operational units necessary for execution of this contract, without prejudice to further control sites planned by internal regulations for selection of the counterparties and making payments.





Consultant has violated clauses of the contract relating to compliance or Anti-Corruption Laws;

- xi. the contractual provisions relating to "Corporate Liability" that Vår Energi and its Subsidiaries are required to insert in contracts bearing their signature;
- xii. Vår Energi's right to suspend payment, to terminate the contract and to receive compensation for damages in case of breach of the obligations, declarations and warranties referred to above and/or violation of the Anti-Corruption Laws.

### **10.5 Preliminary evaluation of deviations**

Any deviation, for specific cases, compared to the terms outlined in Paragraph 10, must be subject to a preliminary evaluation by the Vår Energi anti-corruption compliance function on the basis of a written and detailed request submitted by Vår Energi's relevant business unit.



### 11 SELECTION OF PERSONNEL

Before Vår Energi appoints any employees it must be informed of the previous professional experience of that person as permitted by applicable laws, in compliance with the anti-corruption provisions relating to the recruitment process and contained in the Human Resources MSG and related regulations and, in case of a Subsidiary, with the relevant Subsidiary's Anti-Corruption Regulations that may have been implemented pursuant to Paragraph 1.3.

Any Anti-Corruption Regulation on the recruitment of personnel must at least include reference checks on previous professional experience and checks on suitability for the role and include the following pre-recruitment checks in accordance with and as permitted by applicable local laws.

- a. Reference Lists;
- b. the presence of any conflicts of interest or relations that could interfere with the function of Public Officials called to operate in relation to the activity for which the company has a firm interest as well as with representatives of the management of companies, consortia, foundations, associations and other private entities, including those without legal entities, that carry out professional and corporate business that are particularly pertinent for company purposes;
- c. any previous criminal record or criminal proceedings that are ongoing and any civil or administrative sanctions or pending investigation relating to the professional ethics of the candidate, considering the role the candidate will hold.

The outcome of such checks should be assessed in relation to the role and duties the candidate will carry out.



### 12 ACQUISITIONS AND DISPOSALS

Vår Energi has adopted regulations governing acquisitions and disposals. Particular attention should be paid to Vår Energi's Anti-Corruption Regulations concerning the authorization and control of sales and acquisitions and, in case of a Subsidiary, with the relevant Subsidiary's Anti-Corruption Regulations that may have been adopted by the Subsidiary pursuant to Paragraph 1.3.

An important aspect of any proposed acquisition or disposals is the due diligence (including compliance with Anti-Corruption Laws) external (in the case of acquisitions, both referring to the potential vendor and the acquisition object) or internal (in the case of disposals)

In relation to any proposed acquisition or disposals, Vår Energi's Legal Department must be consulted as far in advance as possible. Vår Energi's Legal Department and other consultants working on each one of such transactions will assist, with the support of Vår Energi's anti-corruption compliance function (according to the monitoring function pursuant to paragraph 20 of this MSG), in identifying key risk factors and Red Flags, in the preparation of the anti-corruption compliance information which the potential counterparties could request, and in drafting the declarations and anti-corruption warranties to be included in the agreement relating to these operations .

Whenever an acquisition is made by Vår Energi, to mitigate the risk of a possible successor liability<sup>6</sup> for corruption linked to the business/activity that Vår Energi wants to purchase:

- An adequate anti-corruption due diligence must be carried out to include gathering information on risk of corruption activities carried out by the target, including an audit of any anti-corruption compliance plans and personnel training plans on this issue;
- A plan to comply with this Anti-Corruption MSG and the Regulations must be part of Vår Energi's post-acquisition integration plan;

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<sup>6</sup> The Anti-Corruption Laws foresee that a company can be considered liable not only for its illegal business, but also the illegal business undertaken by a target company or an incorporated company following a merger which took place before the acquisition or merger is concluded.



## 12 ACQUISITIONS AND DISPOSALS

- The external or internal legal counsel working on an acquisition must advise Vår Energi's anti-corruption compliance function of any new anti-corruption risk that is identified or where a pre-existing anti-corruption risk may be increased as a result of the acquisition, so that this MSG and related processes, internal regulations and forms may be revised appropriately to protect Vår Energi from the new risk.



# 13 RELATIONS WITH PUBLIC OFFICIALS AND WITH RELEVANT PRIVATE ENTITIES

## 13 RELATIONS WITH PUBLIC OFFICIALS AND WITH RELEVANT PRIVATE ENTITIES

In line with the Code of Ethics, Vår Energi promotes dialogue with Institutions and with the organisations of civil society in all countries where it works.

All relations of Vår Energi Personnel with, or referred to, or that involve Public Officials (including Public Administration Entities) or Relevant Private Entities must be conducted in compliance with the Code of Ethics, of this Anti-Corruption MSG and the relevant Anti-Corruption Regulations.

Any Anti-Corruption Regulation concerning relations of Vår Energi personnel with, or referred to, or which involve Public Officials (including Public Administration Entities) and the Relevant Private Entities must comply with the following principle and minimum standards:

- Vår Energi Personnel must work in compliance with all legislative requirements and Vår Energi's internal regulations on the matter;
- relations with Public Officials and the Relevant Private Entities must be based on the correctness, transparency and traceability of the behaviours and are exclusively reserved for the competent departments and positions;
- favours, collusive behaviour, direct solicitation and/or through third parties, to obtain advantages for Vår Energi, for oneself or for others is forbidden;
- when negotiations are ongoing, a request or any relationship with Public Officials or Relevant Private Entities, Vår Energi Personnel must not try to improperly influence counterparty decisions, including those of public functionaries and representatives of the Relevant Private Entities that negotiate or make decisions respectively on behalf of the Public Administration and the Relevant Private Entities;
- it is never permitted to correspond or offer, directly or indirectly, cash or gifts or any benefit to Public Officials and Relevant Private Entities or their Families, to compensate them for action within their office;
- an appropriate written reporting system of the interactions with Public Officials and with Relevant Private Entities must be ensured and correctly filed;
- contact of Vår Energi Personnel with Public Officials and representatives of the Relevant Private Entities must be undertaken, in the main phases of the negotiation or proceedings, by at least two people coming, where possible, from different units.



## 14 ANTI-CORRUPTION DUE DILIGENCE

Without prejudice to other detailed regulations relating to specific risk areas, in all cases pursuant to this MSG and the regulations, an anti-corruption due diligence on potential business partners:

- will require the use of the standard forms as set out in the specific regulation and composed of the following documents:
  - a. Anti-Corruption Due Diligence Guidelines;
  - b. Red Flags;
  - c. Anti-Corruption Letter;
  - d. Questionnaire.
- The manager, responsible for the anti-corruption due diligence process, if he or she feels it is not necessary to carry out a due diligence or feels a reduced due diligence is sufficient, for example, based on customary relations with the business partner, of their proven reliability, of the excellent and recognised reputation of the business partner, also under an ethical profile, consults the Vår Energi anti-corruption compliance function and submits a written request indicating the reasons to support such a choice. The Vår Energi anti-corruption compliance function shall respond, specifying in writing if it believes that (i) it is in any case necessary to conduct a standard due diligence, (ii) if reduced due diligence will be sufficient, specifying in that case which of the standard due diligence requirements can be modified or waived, (iii) if due diligence is not necessary.

The outcome of the anti-corruption due diligence process, including the reasons behind the decision not to proceed with the due diligence and any observations of the Vår Energi anti-corruption compliance function must be brought to the attention of the person or body authorizing the relevant operation by the manager responsible for the due diligence.

For this reason, the note through which authorization is required for the operation must be shared in advance with the Vår Energi anti-corruption compliance function for the descriptive passages on anti-corruption due diligence and its outcome.



### 15 ACCOUNTING PROCEDURES

Applicable laws, financial reporting and tax laws and regulations all require Vår Energi to keep accurate and complete accounting records of each business transaction. Vår Energi's records must comply with the applicable accounting standards and must completely and transparently reflect the facts of each transaction. All costs and charges, revenues and proceeds, receipts and payments and commitments have to be entered into the financial information in timely, complete and accurate format and have adequate supporting documents issued in compliance with any applicable legislation and the relevant internal control system provisions. All the book entries and related supporting documentation have to be at the disposal of the external auditor during an audit.

In compliance with the above requirements, it is Vår Energi's policy, as outlined in Paragraph III, 1.2 of the Code of Ethics, that all payments and transactions by Vår Energi must be recorded accurately in the relevant company's books and records, such that Vår Energi's books, records and accounts accurately and fairly reflect its transactions, sales and acquisitions of assets, in reasonable detail. This requirement applies to all transactions and expenses, whether or not they are significant from an accounting point of view. Furthermore, as outlined in the Administration and Financial Statement MSG, Vår Energi Group shall adopt standards defining accounting and financial statement criteria to record business transactions; the circumstance that all transactions are recorded in the books in a true and fair manner and that all the documentation is available to the external auditor are reflected in the representation letter issued by Vår Energi entities to the external auditor.



## 16 BOOKKEEPING AND INTERNAL CONTROLS

It is Vår Energi's policy, as outlined in the Code of Ethics, that all payments and transactions by Vår Energi must be recorded accurately in the relevant company's books and records, such that Vår Energi's books, records and accounts accurately and fairly reflect its transactions and the dispositions of its assets, in reasonable detail. This requirement applies to all transactions and expenses, whether or not they are significant from an accounting point of view.

It is also Vår Energi's policy, as further outlined in the Code of Ethics, to establish and maintain adequate accounting controls sufficient to provide reasonable assurances that:

- a. transactions are only executed in accordance with management's general or specific authorization;
- b. transactions are recorded as necessary to:
  - i. permit preparation of financial statements in compliance with generally accepted accounting principles or any other criteria applicable to such statements; and
  - ii. maintain accountability for all corporate assets;
- c. access to assets is permitted only in accordance with management's general or specific authorization; and
- d. the recorded accountability of assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

On the basis of a top-down and risk based approach, focused on significant accounting/information on the financial statements, company and processes, as defined in Vår Energi's Internal Control System MSG, Vår Energi maintains a system of internal controls in relation to financial information to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, in compliance with generally accepted accounting principles, including those regulations that:





1. relate to the regular keeping of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the issuer's assets;
2. provide reasonable assurance that transactions are recorded as necessary to permit the preparation of financial statements in compliance with generally accepted accounting principles, and that the issuer's receipts and expenditures are only being made in accordance with relevant authorizations; and
3. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisitions, use or disposition of the issuer's assets that could have a significant impact on financial statements.

The system of internal controls aims to provide reasonable assurance that a risk occurring and not being promptly identified is reduced to low (remote) level for incorrect statements, caused by errors or fraud in amounts that would be significant on annual financial statements or interim reports.

The internal control system relating to financial information consists of specific and pervasive controls, as defined below, at the different organizational levels, with different implementation methods.

Specific controls are performed during the normal course of operations to prevent, identify and correct errors and fraud. Typically, these controls include: accounting records documentation checks, authorization issuance, reconciliation between internal and external information, consistency checks, etc. Considering their interrelations with operational activities, specific controls are also considered as process-level controls.

Pervasive controls on structural elements of the internal control system, constituting the general reference framework are designed to ensure process activities are performed and controlled in compliance with the objectives established by management. Usually, they encompass different regulations within the organization or specifically related to one or more regulations. The principal types of pervasive controls include:



- the assignment of powers and tasks at various levels, in keeping with the required degrees of responsibility, with special emphasis on key tasks and their assignment to qualified people;
- the identification and segregation of incompatible activities/duties. This type of control involves separation among the individuals performing the tasks, those controlling them and those authorizing them. The segregation of duties (which sometimes requires the separation of functions) can be implemented not only through organizational tools, but also by separating physical areas (e.g. limited access to trading rooms) and defining profiles to access systems and data consistent with pre-established roles;
- management control system, representing the set of evaluation, organizational and methodological financial and non financial (budget and reporting) tools, used by management to quantify and address organizational unit results, depending on specific targets.



### 17 TRAINING OF VÅR ENERGI PERSONNEL

Vår Energi Personnel shall be informed of the applicable Anti-Corruption Laws and the importance of compliance with those laws and this MSG, so that they can clearly understand and be aware of the different crimes, the risks, the relevant personal and corporate responsibilities and the actions to implement in order to counter bribery and the potential penalties in case of violation of this MSG and Anti-Corruption Laws (both to the individuals concerned and Vår Energi).

Participation in compulsory training ensures correct fulfilment of contractual work obligations for Vår Energi personnel. All At-Risk Personnel are subject to a compulsory anti-corruption training program. With this in mind, in compliance with the Human Resources MSG and with Vår Energi's training procedure:

- At-Risk Personnel shall receive a copy of this MSG and training on this MSG and relevant Anti-Corruption Laws within ninety (90) days of being hired or given new responsibilities, or if it is not feasible for some reason, as soon as reasonably possible.
- With reference to periodic refresher training activities:
  - At-Risk Personnel shall be responsible for keeping his or her training up to date;
  - each manager is responsible for ensuring that all At-Risk Personnel under his supervision complete periodic training activities on Anti-Corruption.
- In defining and implementing the anti-corruption training program, the Vår Energi anti-corruption compliance function provides the Human Resources Department with indications on the content of the training material, the duration, any provision methods, reference targets and requirements for training certification.
- Based on these elements, the Human Resources Department is responsible for planning and developing training with the support of ACSLU. It is also responsible for identifying, in compliance with the instructions relating to the reference target provided by Vår Energi's anti-corruption compliance function and possibly also on the instructions of each business line, and making the Vår Energi Anti-Corruption Support Unit aware of the recipients of the training and the kind of training to be provided;



## 17 TRAINING OF VÅR ENERGI PERSONNEL

- The Human Resources Department is also responsible for monitoring the attendance records at the training courses and their tracking. It is also responsible for keeping all records in compliance with the applicable labour, privacy or other laws.

The training program will provide the necessary knowledge of the Anti-Corruption Laws and the instructions to recognise “Red Flags” and avoid questionable actions from an ethical point of view. The program will support participants and take them through presentation of questions and practical situations that can occur throughout the company's business.



## 18 REPORTING SYSTEM

### 18.1 Reporting system for requests

Vår Energi Personnel must immediately communicate to their direct supervisor and to the Vår Energi Vår Energi anti-corruption compliance function of any direct or indirect request by a Public Official or private party for a payment (including a Facilitation Payment), gifts, travel, meals and hospitality or expenses entertainment, of employment, investment opportunities, personal discounts or other personal benefits other than reasonable and bona fide expenditures for the Public Official or private party or a Family Member or designee, other than reasonable expenses in good faith. The same requests must be immediately communicated by the Covered Business Partner to the Contract Holder who will then communicate them to the direct supervisor and to Vår Energi's anti-corruption compliance function.

The direct supervisor will be responsible for advising Vår Energi Personnel or the interested Covered Business Partner on the proper course of action, in compliance with Anti-Corruption Laws and this MSG. With this in mind, the direct supervisor must consult with Vår Energi's anti-corruption compliance function.

### 18.2 Reporting system for violations

Any suspected or known violation of the Anti-Corruption Laws or of this MSG must be reported immediately in one or more of the following ways:

- the employee's direct supervisor (or to Vår Energi's Business Partner's primary contact when news of the violation comes from the Business Partner);
- to Vår Energi's anti-corruption compliance function;
- and, in any case, through the dedicated channels indicated in Vår Energi's Anti-Corruption Regulation concerning whistleblowing reports, including the anonymous ones, received by Vår Energi.

The direct supervisor, Vår Energi's anti-corruption compliance function and the Human Resources Department will consult with each other to identify the proper course of action and they will assure that communication channels are maintained, the monitoring of received documents and the reporting of the results of



whistleblowing reports to the corporate control functions and control bodies. Any disciplinary measures implemented will comply with the Anti-Corruption Laws and this MSG.

Vår Energi Personnel will not be discharged, demoted, suspended, threatened, harassed, or discriminated against, in any manner, within the terms of employment, based on any lawful reporting activity, made in good faith, in compliance with this MSG and/or the Anti-Corruption Laws.



## 19 DISCIPLINARY PROCEEDINGS AND CONTRACTUAL REMEDIES

Vår Energi shall use every reasonable force to prevent any conduct in violation of Anti-Corruption Laws and/or this MSG and to interrupt and sanction any contrary conduct by Vår Energi Personnel.

Vår Energi will take adequate measures pursuant to the Code of Ethics and other national standards applicable to Vår Energi Personnel (i) whose actions are deemed to have violated the Anti-Corruption Laws or this MSG (ii) who fail to participate or complete adequate training, and/or (iii) who unreasonably fail to detect or fail to report such violations or who threaten or retaliate against others who report such violations. Disciplinary action may include termination of employment.

Vår Energi will take appropriate measures, including but not limited to contract termination and claim for damages against Business Partners whose actions are found to violate the Anti-Corruption Laws or this MSG. Contracts stipulated by Vår Energi with the Business Partners will include specific clauses to ensure compliance by Business Partners with the Anti-Corruption Laws and this MSG and to allow Vår Energi to provide appropriate remedies, according to Vår Energi's Anti-Corruption Regulation disciplining standard contractual clauses on corporate liability deriving from criminal offences.



### 20 MONITORING AND IMPROVEMENTS

Vår Energi's Internal Audit will independently review and evaluate the internal control system to help verify compliance with the requirements of this MSG, on the basis of its annual audit program approved by the Board of Directors of Vår Energi to verify compliance with this MSG and carry out independent checks on the Covered Business Partners identified according to risk based criteria agreed with Vår Energi's anti-corruption compliance function. Internal Audit personnel must be trained on Anti-Corruption Laws, on bookkeeping and on the internal control system.

Vår Energi's anti-corruption compliance function will monitor implementation of this MSG and will supervise training of Vår Energi Personnel.

Vår Energi's anti-corruption compliance function must periodically review this MSG to ensure it remains at maximum efficiency. Furthermore, the business unit, the Internal Audit and the external auditors of the company should recommend improvements to the MSG on the basis of the emerging "best practices" or in the event gaps or criticalities are identified.

If a violation is found, Vår Energi's anti-corruption compliance function will evaluate whether an MSG review or internal regulation improvements would help prevent recurrence of the violation. Furthermore, each Subsidiary must respond appropriately to remedy any criticality in its compliance program.

Vår Energi's anti-corruption compliance function will submit a six monthly report on its monitoring activity to the CEO of Vår Energi.

Vår Energi's anti-corruption compliance function will receive a six monthly report prepared by the Vår Energi anti-corruption compliance function of any Listed Subsidiaries.





### 21 ROLES AND RESPONSIBILITIES

**VÅR ENERGI ANTI-CORRUPTION COMPLIANCE FUNCTION:** see paragraph 2.3. .

**FOCAL POINT:** person identified to manage anti-corruption issues in the Un-Listed Subsidiary pursuant to paragraph 1.3.1.

**HUMAN RESOURCES DEPARTMENTS:** human resources departments of Vår Energi and the Subsidiaries responsible for activities pursuant to paragraph 17.

**INTERNAL AUDIT DEPARTMENT:** the department of Vår Energi responsible for the examination and independent assessment of the internal control system, in order to verify compliance with the requirements of this MSG, on the basis of its annual audit plan approved by the Board of Directors of Vår Energi.



### 22 DEFINITIONS, ABBREVIATIONS AND ACRONYMS

For the purpose of this MSG, the following terms shall have the meanings given below:

**ANTI-CORRUPTION LAWS:** indicates (i) the anti-corruption clauses in the Norwegian Criminal Act ("Straffeloven"), Italian Criminal Code and in other national applicable laws, including the Legislative Decree no. 231 2001, (ii) the FCPA, (iii) the UK Bribery Act, (iv) other public and commercial anti-bribery laws in effect around the world, and (v) international anti-corruption treaties such as the Organization for Economic Cooperation and the Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption.

**ANTI-CORRUPTION REGULATIONS OF SUBSIDIARIES:** regulations implemented by the Un-Listed Subsidiary and the Listed Subsidiary pursuant to Paragraph 1.3 of this MSG, as defined therein.

**AT RISK PERSONNEL:** any Vår Energi employee or manager, who:

- a. is likely to have Relevant Contact with a Public Official, in connection with his/her work;
- b. supervises employees or Business Partners who are likely to have this Relevant Contact;
- c. is able to stipulate contracts with third parties on Vår Energi's behalf or have significant influence over the decision making process in relation to the awarding of those contracts; or
- d. is involved with internal control issues or other activities covered by the Anti-Corruption Laws;
- e. any Vår Energi employee identified as at-risk by a manager in one of the above categories.

**BUSINESS PARTNER:** any third party, non-employee receiving and/or providing products or services from/for Vår Energi or from/for Vår Energi's Covered Business Partners.

**CODE OF ETHICS:** Vår Energi's Code of Ethics.



**CONSULTANT:** an independent individual or company working on Vår Energi's behalf with the aim of providing (i) intellectual services based on advice or specialist studies<sup>7</sup>, or (ii) professional services where management of Relevant Contacts on behalf of or for Vår Energi with a Public Official or the management of relations on behalf of or for Vår Energi with Relevant Private Entities is an integral part of the main object of the contract and not only accessory/ancillary.

**CONTRACT HOLDER:** responsible for the correct contractual execution and technical-operational and economic control of works, services and supplies. Furthermore, he or she represents the reference for his or her responsible contracts stipulated, within Vår Energi and towards third parties.

**COVERED BUSINESS PARTNER:** any Business Partner that acts on behalf of or for Vår Energi's interest or is likely to have Relevant Contact with a Public Official during the course of its work for or on behalf of Vår Energi (for example Joint Ventures, Intermediaries, Consultants, distributors, vendors at high risk, sales point managers, agents, franchisees, brokers, etc.)

If it is not clear whether a specific Business Partner is a Covered Business Partner or not, Vår Energi's anti-corruption compliance function must be consulted.

The substance of the activities of a Business Partner or proposed Business Partner will serve to determine whether or not it is a Covered Business Partner.

**VÅR ENERGI:** Vår Energi and/or its Subsidiaries.

**VÅR ENERGI ANTI-CORRUPTION REGULATIONS:** regulations to prevent risks relating to corruption, including those relevant to the following issues:

1. whistleblowing reports, including anonymous ones;
2. gifts, entertainment expenses and hospitality;
3. Joint Venture agreements – prevention of illegal dealings;
4. Intermediary agreement;
5. standard contractual clauses concerning corporate liability deriving from criminal offences;

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<sup>7</sup> In the case of a procurement process regulated by the Procurement MSG and the relevant regulations, consultancy is defined by this MSG and the relevant regulations.



6. anti-corruption provisions contained in the Vår Energi regulations concerning Acquisitions and Disposals;
7. non-profit initiatives and Social Projects;
8. appointment of external lawyers;
9. procurement of third party consultancy and professional services;
10. sponsorship agreements;
11. anti-corruption provisions contained in Vår Energi's internal regulations concerning selection of personnel;
12. travel expenses;
13. anti-corruption provisions contained in Vår Energi's accounting regulations;
14. anti-corruption provisions contained in Vår Energi's internal regulations concerning selection of Covered Business Partners;
15. relations with Public Officials and with Relevant Private Entities.

The list of anti-corruption regulations of Vår Energi is contained in the Vår Energi Management System (VEMS).

It is the responsibility of each Process Owner of the relevant MSG to update the respective regulations (or to issue new regulations) concerning the subjects listed above, also to ensure compliance with this MSG. In defining such regulations, the Vår Energi anti-corruption compliance function must be consulted.

**VÅR ENERGI PERSONNEL:** the directors, officers, members of company bodies, managers and employees of Vår Energi.

**EXTORTION PAYMENTS:** extorted payments made to Public Officials extorted from Vår Energi Personnel through violence or threats serious and imminent to personal health and safety and which, therefore, can only be carried out to avoid personal harm.

**FACILITATION PAYMENTS:** unofficial payments made to a Public Official in order to speed up, facilitate or secure the performance of a routine action.



**FCPA:** the U.S. Foreign Corrupt Practices Act of 1977 and subsequent amendments and integrations.

**FAMILY MEMBERS:** the Public Official's spouse; the Public Official's and the spouse's grandparents, parents, siblings, children, nieces, nephews, grandchildren, aunts, uncles and first cousins; the spouse of any of these people; and any other individuals who share the same household; and the private party's spouse; the private party's and the spouse's grandparents, parents, siblings, children, nieces, nephews, grandchildren, aunts, uncles, and first cousins; the spouse of any of these people; and any other individuals who share the same household.

**INTERMEDIARY:** a physical person or a company whose service Vår Energi maintains to: (i) promote the commercial interests of Vår Energi and/or any of its Subsidiaries in relation to a single transaction/project; (ii) facilitate the stipulation and/or execution of contracts with third parties; and/or (iii) put in contact/introduce Vår Energi and/ or any of its Subsidiaries to one or more other parties for the purpose of bringing/generating or retaining a business.

**JOINT VENTURE:** contracts aimed at establishing joint ventures, consortia, temporary associations of companies, associations, cooperation agreements or other entities with or without legal status, in which Vår Energi holds an interest, with the exclusion of those associations that are non-profit and working towards solidarity based objectives and/or social benefit, which are disciplined by a specific regulation.

### **PUBLIC OFFICIAL:**

- a. anyone occupying a public legislative, judicial or administrative function;
- b. anyone acting in an official capacity for or on behalf of (i) a national, regional or local public administration, (ii) an agency, department or instrumentality of the European Union or of a Norwegian or non-Norwegian national, regional or local public administration, (iii) a company owned, controlled or invested<sup>8</sup> by a Norwegian or foreign public administration (including, for example, employees of "national

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<sup>8</sup> When the public administration, in virtue of powers or prerogatives of a public information nature, substantially exercises control over a company.



oil companies"); (iv) an international public organization, such as the European Bank for Reconstruction and Development, the International Bank for Reconstruction and Development, the International Monetary Fund, the World Bank, the United Nations or World Trade Organization; or (v) a political party, a member of a political party or a candidate for an Italian or foreign political office;

- c. anyone in charge of providing a public service, i.e. whoever performs a public service for whatever reason, where public service means an activity that is governed in the same way as a public function, except that the power vested in the latter is absent.

Pursuant to Anti-Corruption Laws and in particular jurisprudence deriving from it, the representatives of local communities are treated as Public Officials.

**RELEVANT CONTACTS:** any direct or indirect contact relating to:

- a. institutional activities of any body or functionary with a legislative, executive, administrative or judiciary or other public functions or any political party or public organisation at international level;
- b. any investigation, inspection, control, assessment, licence, permit, record of public administration or a public entity or similar administrative, regulatory or executive action;
- c. any potential or actual contract with a public administration or public entity or other operations or activities involving public administration or a public entity or a company owned or controlled by an administration, a political party or a public organisation at international level;
- d. expenses for hospitality, training, reimbursement or gifts in favour of a Public Official;
- e. any other negotiation, agreement or meeting with a public administration or public entity or a public organisation at international level or a Public Official; and
- f. similar activities.



## 22 DEFINITIONS, ABBREVIATIONS AND ACRONYMS

**RELEVANT PRIVATE ENTITIES:** companies, consortia, foundations, associations and other private entities, also without legal status (including rating agencies) that perform professional/institutional activities or companies whose execution or non-execution can cause an advantage for Vår Energi or for which it can have an interest.

**SOCIAL PROJECTS:** work in favour of the territory for social and/or humanitarian purposes connected to business objectives adequately integrated in the relevant business projects.

**SUBSIDIARY:** any company directly or indirectly controlled by Vår Energi in Norway and abroad.

**UK BRIBERY ACT:** the UK Bribery Act 2010 (and all secondary associated legislation) and subsequent amendments and integrations.

**VENDOR:** the financial operator (physical person, legal person or groups) potentially capable of meeting a determined procurement requirement of assets, works or services, in compliance with the definition pursuant to the Procurement MSG.

