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1 PURPOSE AND SCOPE

It is one of the fundamental principles of CUBILITY to strictly observe all national and international anti-corruption laws and regulations. Anti-corruption laws and regulations intend to prevent corruption to ensure fair competition. Compliance with anti-corruption laws and regulations is of outstanding importance for the reputation of Cubility as an integer business partner committed to fair competition. Cubility is committed to compete for business by the quality and price of its products and services, but not by offering improper advantages or benefits to others.

This Anti-Corruption Policy (“Policy”) is binding on all directors, officers and employees of Cubility (“Employees”). Third parties representing Cubility (such as agents, sales representatives, distributors, consultants) must agree to represent Cubility in a manner consistent with the Policy as well as all applicable laws and regulations.

This Policy sets forth the anti-corruption rules defined by Cubility to ensure that Cubility and its Employees are always regarded as an integer business partner. All Employees and third parties representing Cubility must strictly comply with the rules set forth in the Policy and all applicable laws and regulations concerning corruption or bribery, whichever are more restrictive.

Corruption distress business values and it disturbs the normal business system.

2 COMPLIANCE

Compliance with Anti-Corruption Laws is Unconditional and the Personal Responsibility of Every Employee. It is the unconditional policy of Cubility to fully comply with all applicable anti-corruption laws and regulations worldwide and to enforce strict compliance throughout Cubility. Each Employee must be familiar with and strictly observe the anti-corruption rules set forth in the Policy and the anti-corruption or anti-bribery laws and regulations in the countries in which he/she is operating or which are affected by his/her operations. Each Employee is held *personally* responsible to fully comply with the rules set forth in the Policy and the relevant specific anti-corruption or anti-bribery laws and regulations. Non-Compliance will be taken seriously by the Management of Cubility and will lead to personal consequences for the relevant Employee (including disciplinary action up to dismissal for cause).

3 “BENEFITS”

The term “Benefit” as used herein shall mean anything of (material or immaterial) value, including, but not limited to, cash and cash equivalents (like checks, loans, moratoriums, waiver of debt), personal discounts and price reductions not generally available, gifts, invitations to cultural or sportive events, favours, use of facilities, material or equipment, drinks, meals, transportation, lodging, promise of future employment.

4 BENEFITS TO PUBLIC OFFICIALS

Except as provided below, no Employee may, directly or indirectly, offer, promise, grant, authorize or approve the giving of any Benefit to a domestic or foreign Public Official (as hereinafter defined) to influence his or her decision making, to obtain an advantage in return or to give a consideration for a past advantage, irrespective whether such advantage has been or will be legal or illegal.

Moreover, to ensure the high reputation of Cubility, Benefits to Public Officials are also prohibited if the respective Benefit might cause only the *impression* as if intended to influence the decision of a Public Official, or to obtain an advantage or to give a consideration for a past advantage. The term "*Public Official*" as used herein is broadly defined and includes any officer, employee or representative of, or any person otherwise acting in an official capacity for or on behalf of a Governmental Authority (for the purposes of the Policy. The term "Governmental Authority" includes any national or local governmental institutions; associations; enterprises or companies owned or controlled by governments; and any supra-national organisations). Any political party and any officer of, or individual who holds a position in, a political party, and any candidate for political office. Any person who otherwise exercises a public function or task for on behalf of any country or public body.

In practice, this can include (but is not limited to) civil servants, inspectors, members of a political party, employees of a state university, judges, customs and immigration officials, ambassadors and embassy staff, and law enforcement personnel.

The prohibition to offer, promise, grant, authorize or approve any Benefit to Public Officials extends also to Benefits to members of the family of the Public Official and to other *third parties* closely connected with, or related to, a Public Official.

Furthermore, the prohibition also extends to so-called *facilitation payments*. A facilitation payment is an unofficial payment to encourage the recipient or a third party to perform his/her existing obligation or role, or expedite or refrain from performing a routine task he/she may otherwise be obligated to do. This can be payments to perform a routine task such as obtaining a permit, license or other official document and processing governmental papers (such as visas or work orders). Facilitation payments are forbidden also if they are small or if they may be expected or customary.

No Employee shall provide any Benefit to a *third party* acting as an intermediate (e.g. "agent" or "consultant") while "knowing" that all or part of the Benefit will be used for granting or promising a Benefit to a Public Official. The term "knowing" also includes such situations in which the Employee showed "willful blindness" or "deliberate ignorance" to circumstances which make it likely or even only possible that the intermediate grants a Benefit to a Public Official. Therefore, all payments to agents, consultants and similar persons must be made by wire transfer or check (not in cash) and the amount of payment must not exceed the amount normally paid for the legitimate kind of service.

Except as provided below, to ensure strict compliance of Cubility with the strict rules of this Anti-Bribery Policy, any Benefit offered, promised or granted to a Public Official (or to a person closely connected with, or related to, a Public Official) requires the prior written approval of the Compliance officer of Cubility. The Compliance Officer, for example, may approve the Benefit if the supervisor of the Public Official has given his/her consent that the Public Official may accept the Benefit. Without having obtained a prior approval by the Compliance Officer a Public Official may be *invited to a business meal or drink*, if

- the price is reasonable, i.e. as a rule of thumb: the price does not exceed NOK 500,- per person (or the equivalent thereof in local currency),
- the invitation is made in good faith and reflects normal business courtesy,
- the meal and/or drink is not lavish or extravagant in the context provided (taking into account that the threshold when dealing with Public Officials may be considerably lower than the threshold when dealing with a business partner),
- the invitation cannot reasonably be perceived in any way as a bribe, and
- the invitation complies with all applicable laws and regulations. If any of the above requirements is questionable, Employees should ask for prior written approval by the Cubility Compliance Officer.

5 BENEFITS TO PERSONS OTHER THAN PUBLIC OFFICIALS

While bribing a Public Official constitutes a crime in most countries, commercial bribery, i.e. granting a Benefit to persons other than Public Officials, is seen less strictly upon in various countries. Nevertheless commercial bribery is also forbidden and constitutes a crime in many countries where Cubility operates.

Irrespective of how commercial bribery is qualified in the various jurisdictions, Cubility is committed to the principles of fair competition, which include competing for a business by price and quality of the products and services and not by improper Benefits to others.

Therefore, except as provided below, no Employee shall, directly or indirectly, offer, promise, grant, authorize or approve any Benefit to a business partner or prospective business partner (including, but not limited to, customers, suppliers, competitors) or their respective employees or persons closely connected with, or related to, them in order to induce or reward the improper performance of the person's relevant function.

Moreover, for the sake of the high reputation of Cubility, Benefits shall be forbidden already if they could be *construed* as an inducement or reward for an improper performance of the person's relevant function. The term "*relevant function*" can include any function or activity connected with a business, any activity performed in the course of a person's employment or any activity performed by or on behalf of Cubility.

Any such function is performed "*improperly*" by a person if the person performs the function in breach of what would be expected from him/her by a reasonable person by reference to any applicable requirements of good faith, impartiality or any position of trust which that person may hold. Benefits to persons other than Public Officials are allowed without prior approval by the Compliance Officer if

- the value of the Benefit does not exceed NOK 1000,- per person and the value of all Benefits to the same person does not exceed NOK 2000,- in one year (or the equivalent thereof in local currency) and
- the Benefit is not (and does not appear to be) offered, promised, granted, authorized or approved to gain an unfair business advantage (in particular the Benefit is not offered, promised, granted, authorized or approved during on-going or upcoming negotiations with the (prospective) business partner) and
- the Benefit clearly corresponds to courtesy, meets local customs and is socially acceptable and
- the applicable anti-corruption laws and regulations do not provide for stricter rules.

Sales promotion items (like calendars, appointment books, mouse pads, coffee mugs, pens) have normally a value below NOK 500,- and fulfil also the other above requirements. Therefore, unless extraordinary circumstances are given, the giving of normal sales promotion items is permitted. However, as a matter of principle, sales promotion items should not be given during on-going or upcoming negotiations with the (prospective) customer/business partner (unless approved by the Compliance Officer beforehand), to the same person more than twice a year, and, for the sake of transparency, sales promotion items should not be mailed or delivered to the recipient's home. The *invitation to an ordinary business meal* is permitted, provided that

- the meal has a clear business purpose, which is well documented in the expense report,
- the meal is reasonable in cost (as a rule of thumb: does not exceed the value of NOK 1000,- (or the equivalent thereof in local currency) per person),
- the invitation is reasonable in frequency (as a rule of thumb: the same person should be invited not more than twice a year),
- the invited person is in a position to offer a similar business meal in return (in order to avoid the appearance that the invitation might induce the invited person to give an improper advantage to Cubility in return for the invitation),
- the invitation meets local customs and is socially acceptable, in particular the relevant location does not offer the possibility of any inappropriate or sexual interaction,
- the invitation does not take place during on-going or upcoming negotiations with the (prospective) business partner (unless approved by the Compliance Officer beforehand in writing) and
- the applicable statutory laws and regulations do not provide for stricter rules.

In exceptional cases the cost of a business meal may exceed NOK 1000,- (or the equivalent thereof in local currency) per person. If the Employee expects or has reason to expect that the cost for a business meal may exceed this threshold, he/she has to ask the Compliance Officer of Cubility for prior written approval. If the cost unexpectedly exceeded this threshold, the Employee has to inform the Compliance Officer after the meal in writing without undue delay and explain why the threshold could not be kept.

For each invitation to a business meal an expense report must be made. The expense report must include the names of the participants, the names of the companies represented by the participants, the reason for the invitation, the location and date of invitation and the cost of invitation.

The *invitation to cultural or sportive events* must be viewed as more critical than the invitation to a business meal, because the legitimate business purpose (e.g. discussion of a business matter) is less apparent. An invitation to a cultural or sportive event must be viewed even more critical if also the family members of the (prospective) business partner are invited or if the representative of Cubility is not actually participating.

A business partner may be invited only if

- the cost of the invitation do not exceed NOK 1000,- (or the equivalent thereof in local currency) per person (in case that the invitation is extended to family members, the total cost for the business partner and his/her family members must not exceed NOK 1000,- (or the equivalent thereof in local currency)),
- the invitation does not violate any statutory anti-corruption laws or regulations.

Exceptions can be granted in special circumstances, but always require the prior written approval of the Compliance Officer of Cubility. In all cases the invitation to a cultural or sportive event must be accurately and completely recorded in the books of Cubility.

Traveling cost of a (prospective) business partner or their employees should be borne by the relevant business partner (or his/her Company), not by Cubility. Taking over or reimbursing such cost might be easily viewed as an attempt of Cubility to gain an unfair business advantage. Exceptions are conceivable, but always require the prior written approval of the Compliance Officer of Cubility.

Granting Benefits during *on-going or upcoming negotiations* with a (prospective) business partner are never permitted – independent from their value, unless expressly permitted by the Compliance Officer beforehand in writing. Granting Benefits consisting of *cash or cash equivalents* (for example, checks, loans, moratoriums, waiver of debt) and granting Benefits of or with a *sexual or immoral nature* are never permitted.

No Employee shall provide any Benefit to a *third party* acting as an intermediate (e.g. “agent” or “consultant”) while “knowing” that all or part of the Benefit will be used for granting or promising a Benefit to a person to induce that person to, or reward that person for, an improper performance of his/her relevant function. The term “knowing” also includes such situations in which the Employee showed “willful blindness” or “deliberate ignorance” to circumstances which make it likely or even only possible that the intermediate grants a Benefit to a person to induce or reward for an improper performance of the relevant person’s function.

6 ACCEPTING BENEFITS

Fair competition and the reputation of Cubility are also impaired if an Employee of Cubility asks or accepts a Benefit which gives the appearance as if he/she might be able to be induced or is rewarded for an improper performance. Therefore, except as provided below, no Employee may use his/her job to, directly or indirectly, solicit, ask, demand, accept or be promised any Benefit for himself/herself or any person related to him/her from any person (including, but not limited to, suppliers, customers or competitors of Cubility). Moreover, each Employee must avoid any action which might give the *appearance* as if the Employee is soliciting, asking, demanding, accepting or being promised a Benefit. Employees may accept a Benefit only, if

- the value of the Benefit does not exceed NOK 1000,- and the value of all Benefits from the same person or Company does not exceed NOK 2000,- in one year (or the equivalent thereof in local currency),
- the Benefit is not granted (and does not appear to be granted) by the donor to reward an improper performance of the Employee's function
- the donor does not expect (and does not appear to expect) to induce the Employee to an improper performance of his/her function (in particular the Benefit is not granted during on-going or upcoming negotiations with the (prospective) business partner),
- the Benefit corresponds to courtesy, meets local customs and is socially acceptable, and
- the acceptance complies with the relevant statutory laws and regulations.

Benefits which exceed the value of NOK 1000,- or NOK 2000,- respectively (or the equivalent thereof in local currency) or which do not meet the other above mentioned requirements must be refused or returned by the Employee. If the refusal or return is likely to insult or embarrass the donor or is not possible or socially acceptable for other reasons, the Employee may accept the Benefit, but must promptly inform the Compliance Officer of Cubility in writing. The Compliance Officer will then decide whether the Employee may retain the Benefit or what to do with the Benefit (e.g. to use the Benefit for a charitable disposition).

Notwithstanding the above, each Employee must *notify* in writing the Compliance Officer if he/she has accepted a Benefit with an value in excess of NOK 500,- (other than invitations to an ordinary business meal in line with the rules of the Policy, which must not be reported to the Compliance Officer). The notification must contain the following information: (i) kind of Benefit received, (ii) estimated value, (iii) name and position of the donor, (iv) Company of the donor, (v) relationship between the Employee and donor, (vi) time and place of receipt.

Employees may accept the *invitation to an ordinary business meal*, if

- the meal has a clear business purpose,
- the meal is reasonable in cost (as a rule of thumb: does not exceed the value of NOK 1000,- (or the equivalent thereof in local currency) per person),
- the invitation is reasonable in frequency (as a rule of thumb: the Employee has not been invited by the same person or Company more than twice a year),
- the Employee is in a position to offer a similar business meal in return (in order to avoid the appearance that the Employee might be induced to improperly perform his/her function in return for the invitation),
- the invitation meets local customs and is socially acceptable, in particular the relevant location does not offer the possibility of inappropriate or sexual interaction, and
- the invitation is in line with applicable statutory laws and regulations.

If it turns out during the meal that the cost exceed the value of NOK 1000,- (or the equivalent thereof in local currency) per person, the Employee is expected to seriously offer to the inviting person to share the bill. This offer should be justified by pointing out the rule of Cubility's Policy.

If there are on-going or upcoming negotiations with the (prospective) business partner, Employees should be reluctant to accept any invitation to a business meal. Furthermore, Employees should be reluctant to accept any *invitations to cultural or sportive events*. This applies in particular if the invitation is extended to family members, because then the business purpose can be very often easily questioned. In an exceptional case an invitation to a cultural or sportive event can be accepted, if

- the cost of the invitation do not exceed NOK 1000,- (or the equivalent thereof in local currency) per person (in case that the invitation is extended to family members, the total cost for the Employee and his/her family members must not exceed NOK 1000,- (or the equivalent thereof in local currency))
- the invitation fully complies with the relevant statutory laws or regulations.

If the cost of the invitation exceed the NOK 1000,- (or the equivalent thereof in local currency) per person or if it may be questionable that any of the other requirements is fulfilled, the Employee must obtain the prior written approval of the Compliance Officer of Cubility before accepting the invitation.

Costs for *business travel and accommodation* of Employees shall always be borne by Cubility according to the relevant travel Policies. This does also apply for cost for travel to a cultural or sportive event to which an Employee might be invited (including transportation to the event, lodging for an event and meals not directly provided in conjunction with the event). If a business partner provides "in-house" accommodation, the Employee should determine the fair market value, make the appropriate payment to the business partner, and arrange for reimbursement via the expense report. If a reimbursement is likely to insult or embarrass the business partner or is not possible for other reasons, the Employee must promptly inform the Compliance Officer of Cubility, who will then decide on any steps which may be necessary.

Employees may take advantage of *discounts and other promotions* offered by suppliers, customers or other business partners of Cubility, if (and only if) such discounts or promotions are available to *all* Employees of Cubility.

Benefits must not be accepted during *on-going or upcoming negotiations* with a (prospective) business partner – independent from their value, unless expressly permitted by the Compliance Officer beforehand in writing. An exception to this strict principle applies to the invitation to a business meal or drink, provided the invitation meets the above mentioned requirements. Benefits consisting of *cash or cash equivalents* (like checks, loans, moratoriums, waiver of debt) and Benefits with a *sexual or immoral nature* may never be accepted by any Employee.

7 SELECTION AND MONITORING OF REPRESENTATIVES

Representatives of Cubility (such as agents, distributors, sales representatives, consultants acting for or on behalf of Cubility) (“Representatives”) must represent Cubility in a manner consistent with this Policy as well as with all applicable laws and regulations.

All agreements with a Representative must contain a written confirmation of the Representative that

- the Representative has received a copy of the Anti-Corruption Policy,
- he/she will abide by the Policy and all applicable anti-corruption laws and regulations,
- Cubility is entitled to terminate the agreement for cause if the Representative is in breach of this obligation, and
- Cubility is entitled to monitor and audit such compliance.

Before selecting a Representative, the respective Employee must conduct a due diligence in order to determine the commitment of the (prospective) Representative to legal and ethical business practices. Any behavior which may raise the slightest concern from the perspective of an objective third party that the (prospective) Representative may have an illegal or unethical business behavior disqualifies this person as an appropriate business partner of Cubility. To facilitate the selection process and the later monitoring process of the (prospective) Representative, a list of “Red flags” is set forth in **Annex A**. In case one or more of these Red Flags shows up, each Employee should be warned with respect to entering into or continuing a business relationship with the respective person. In any such case, the Employee should investigate further in order to ensure that the respective person meets the integrity requirements of a Representative of Cubility.

8 POLITICAL CONTRIBUTIONS

Political contributions mean contributions of anything of value to support a political goal. Examples include local, regional or national political funds raising events, providing goods or services to a political party or candidate for a political office, paying employees during working hours to work at a political function, or paying for political campaign expenses.

Political contributions by companies are illegal in many countries and exposed to abuse. Therefore, each political contribution by or on behalf of Cubility requires an explicit prior approval by the Management Board of the Cubility.

No direct or indirect pressure in any form may be directed toward any Employee to make a *personal* political contribution or to participate in the support of a political party or the political candidacy of any individual. The Employee, however, has to ensure that he/she does not represent himself/herself in any way as representative of Cubility in connection with such personal activities.

9 DONATIONS

Donations are voluntary contributions in money or kind without consideration (i.e. where Cubility is not paid and does not receive anything in tangible in return) to third parties for educational, scientific, environmental, cultural or social purposes.

In order to avoid any misuse, each donation must comply with the following requirements:

- Each donation must be clear and visible. This means in particular: the identity of the recipient and the planned use of the contribution must be clear and plausible and its purpose must be justifiable. The identity of the recipient and planned use and purpose of the donation must be properly documented.
- Donations must not be made to secure inappropriate competitive advantages for Cubility or for improper purposes.
- Donations must not be made for political or religious purposes (e.g. donations to politicians, political parties, churches or priests).
- Donations must not be made to individuals or for-profit organisations.
- Donations must not be paid to any private accounts.
- Each donation must be signed off by at least one member of Cubility's Management Board. Donations in excess of NOK 100.000 to the same recipient must be signed off by all members of Cubility's Management Board.

To the extent applicable under local law, donations must be made in a form that ensures their tax deductibility (e.g. against donation receipt).

10 SPONSORING

Sponsoring activities mean any contribution in money or in kind by Cubility towards an event organized by a third party in return for the opportunity to display Cubility's logo, advertise Cubility's brands, being mentioned in the opening or closing addresses, or the participation of a speaker on a discussion panel, as well as tickets to the event.

Each sponsoring activity must comply with the following requirements:

- A written sponsoring agreement must be concluded. The agreement must specify the name and address of the recipient, its banking details, the exact amount of the contribution, the event for which the funds are given and the consideration which Cubility will receive in return.
- The sponsoring must be justified by a legitimate and plausible business purpose; it must not be made to secure an inappropriate competitive advantage for Cubility.
- The contribution offered by Cubility must be proportionate to the consideration Cubility receives in return.
- Each sponsoring contribution must be signed off by at least one member of Cubility's Management Board. Any sponsoring benefits in excess of NOK 100.000 to the same recipient must be signed off by all members of Cubility's Management Board.

11 LOCAL ANTI-CORRUPTION LAW MAY BE STRICTER

Each Employee has the continuing obligation to be familiar with the relevant anti-corruption and anti-bribery laws and regulations. In case this Policy is less strict than the relevant anti-corruption or anti-bribery laws and regulations in a country, the stricter anti-corruption or anti-bribery laws and regulations shall prevail. In case the Policy is stricter, the Policy shall prevail.

12 QUESTIONS

If an Employee has any question regarding the Policy, he/she is encouraged to refer the question to the Compliance Officer.

13 REPORTING OF VIOLATIONS AND ACTIONS UPON NOTIFICATION

Each Employee who knows or has good reason to believe that this Policy or the relevant anti-corruption or anti-bribery laws and regulations have been violated is encouraged to bring this matter to the attention of the Compliance Officer of Cubility.

Upon request, the identity of the Employee who makes a report in good faith will be kept confidential. Cubility will not tolerate retaliation against anyone who has reported a suspected violation in good faith.

Each report of a suspected violation will be investigated without undue delay. If a violation has been confirmed, it is the responsibility of the supervisor to take – after consultation with the Compliance Officer - appropriate action against the relevant Employee who has violated this Policy.

ANNEX A - RED FLAGS

Each Employee should be careful, if the (prospective) business partner

- refuses to confirm to be bound by the Anti-Corruption Policy of Cubility and to abide by the relevant anti-corruption laws and regulations,
- is located in a country with a reputation for high corruption and bribery (according to the Corruption Perception Index of Transparency International under “www.transparency.org”),
- works in an industry that has a history of corruption problems,
- has a principal that is, or is related to, a Public Official,

- refuses to disclose its ownership or provides documents that conceal the true identification of a representative or agent,
- conducts over-invoicing, issues false invoices, records payment to a wrong payee, or provides payment descriptions that do not correspond to the appropriate account,
- requires payment to unrecorded accounts or holds miscellaneous accounts that can be used to hide improper payments,
- provides travel and expense forms with incomplete or inaccurate information,

- refuses an audit or recertification,
- has been recommended by a Public Official, or by someone on the basis of the business partner’s “friends in high places”,
- does not appear to be qualified to perform the duties for which the business partner is engaged to assist Cubility,
- demands a compensation that is not commensurate with the fees and commissions normally paid for such services,

- requests that commissions be paid in a different country, to a different party or in cash or untraceable funds,
- relies heavily on political or government contacts as opposed to knowledgeable staff and the investment of time to promote Cubility’s business,
- refuses or is unable to develop or implement a market strategy and to document efforts undertaken on behalf of Cubility,
- refuses to accept anti-corruption safeguards in a contract that would set forth business terms,
- asks the representation to be kept secret, and/or
- has or had problems in its relationship with other foreign companies.