INTEGRITY COMPLIANCE PROGRAMME FOR DENOVO

INTEGRITY – FAIRNESS – RESPECT – SAFETY - INNOVATION

MESSAGE FROM THE MANAGING DIRECTOR

"Corruption is a cancer that steals from the poor, eats away at governance and moral fibre, and destroys trust."

Robert Zoellick *President of the World Bank Group* (2007-2012)

Those of you who work for or with DeNovo know that we are a fiercely proud, independent, and highly efficient upstream Trinbagonian energy company. We established the Company in 2016 with the primary goal of providing alternative gas sources and an increased gas supply to Trinidad's Point Lisas Industrial Estate. Our vision then and now is to monetise ethically proven natural gas reserves for the benefit of the petrochemical sector in Trinidad and Tobago, and in so doing contribute to the continued growth and development of our beloved country.

For the past seven years we have worked exclusively within the territorial borders of Trinidad and Tobago, and we have achieved notable successes, not least of which is the delivery within record time of the award-winning Iguana Project in the Gulf of Paria off the west coast of Trinidad. This involved the design, engineering, construction and instillation of an offshore platform, subsea and onshore pipeline, and our gas processing unit located at Point Lisas. It also entailed the drilling of three wells from our offshore platform, which is a Normally Unmanned Instillation ('NUI'), to convey 80MMSCF/D of gas per day from our Iguana platform to our gas processing unit in Point Lisas.

Zandolie is our newest offshore development and investment, and it is another illustration of our commitment to a greener industry. Zandolie is our second NUI powered by wind and solar energy, and it adds an additional 40MMSCF/D of gas per day into the national system.

As a company we have grown and evolved since our inception, and we are now confident in our ability to deliver and exceed what we set out in 2016 to achieve. Notwithstanding the global challenges posed by the COVID-19 pandemic, we now have – in 2023 – the capacity, proven capability, and absolute commitment as DeNovians to meet the exciting but exacting demands of expanding our operations internationally.

From day one, we have striven to build DeNovo on the foundations of our **FIVE CORE VALUES and Guiding Principles, which are, and which will always remain Integrity, Fairness, Respect, Safety, and Innovation in all that we do**. We have built DeNovo on a strict culture of integrity and we are tremendously proud of this fact. We believe in and adhere to the *UN Global Compacts Ten Principles*, as well as the nine *Extractive Industries Transparency Initiatives* ('EITI') expectations for supporting companies, of which we are one. To this end, we have, and we will always retain, a **Zero Tolerance Approach to Bribery and Corruption** in all of its various forms, and we are utterly committed to conducting our business in an honest and wholly ethical manner.

We recognise and accept that our expansion globally presents us with new integrity challenges that we have hitherto not had to meet, and we are very much alive to the fact that to maintain our high ethical standards we need to enhance further our compliance safeguards. It is for this reason that I decided to commission this new and dynamic integrity compliance program – **Integrity Compliance Programme for DeNovo** ('the D-ICP') – which meets and exceeds recognised international standards, such as the *World Bank Group's Integrity Compliance Guidelines and ISO 37001:2016 (Anti-bribery Management Systems)*.

As DeNovo's Managing Director, I wish to make it clear in this introduction to this D-ICP that we are committed entirely to conducting our business in a lawful and principled manner. **DeNovo personnel must not pay or solicit bribes anywhere from anyone for any purpose, and we expect, demand, and require that all who work for and with us, including our consultants and agents, adopt and embrace the same philosophy**. The Company has approved this D-ICP partly to communicate this fundamental message and to assist those working for and with us to uphold it. It is an undeniable fact that a reputation for honesty and probity, whether in business or in one's own personal life, is long in the making and swift to lose, and as we expand beyond the confines of Trinidad and Tobago, we are determined to ensure that our good name and reputation remains unblemished.

This document not only assists in reinforcing our existing culture of integrity, but that it also provides the tools and necessary guidance to help those involved with DeNovo, such as its directors, officers, employees, and service providers, to make the correct ethical decisions, as and when decision points arise, and to report unacceptable practices in a timely manner.

By adhering to this D-ICP, we can all strive together to work in a manner that demonstrates DeNovo's unwavering commitment to good governance and the rule of law in the Caribbean and Latin America. I commend this D-ICP to you **and I insist that it is followed at all times by those who work for and alongside us**.

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1 LIST OF ANNEXES

DOCUMENT NAME	DOCUMENT REFERENCE NUMBER
DeNovo's Code of Conduct	DEL1-GEN-DEL-HR-COC-0001
DeNovo's Contracts & Procurement Policies and Procedure	DEL1-GEN-DEL-CP-POL-0001
DeNovo's Counter-Corruption Policy	DELI-GEN-DEL-HR-POL-0002
DeNovo's Disciplinary Policy	DEL1-GEN-DEL-HR-POL-0012
DeNovo's Environmental, Social and Governance (ESG) Policy	DEL1-GEN-DEL-HS-POL-0004
DeNovo's Internal Control Foundation	DEL1-GEN-DEL-CR-POL-0002
DeNovo's Operations Management System (DOMS)	DEL1-GEN-DEL-OP-STD-0004
DeNovo's Whistleblower Policy	DEL1-GEN-DEL-HR-POL-0006
Integrity Risk Assessment Form	DEL1-GEN-DEL-BD-FRM-0001
Integrity Due Diligence Questionnaire for Business Partners	DEL1-GEN-DEL-BD-FRM-0002
United Nations Global Compact (The Ten Principles)	Annex 1
Extractive Industries Transparency Initiative (The Nine Expectations)	Annex 2
World Bank Group's Integrity Compliance Guidelines	Annex 3
ISO 37001 – Anti-Bribery Management System Standard (as purchased)	Annex 4
Summary of Counter-Corruption Laws – T&T, USA	Annex 5
FATF Recommendations	Annex 6
Frequent Red Flag Indicators of Corruption	Annex 7
International Financial Institutions Principles & Guidelines for Investigations (2006)	Annex 8
Compliance Certification for Business Partners	Annex 9
Take Note Declaration	Annex 10
Counter-Corruption Agreement (Agents)	Annex 11
Proof of Receipt (Code of Conduct)	Annex 12
Anti-Bribery & Conflicts of Interest Pledge	Annex 13
Conflict of Interest Disclosure Form	Annex 14

2 GENERAL INFORMATION

2.1 DENOVO

DeNovo is an energy company focused on meeting the energy needs of Trinidad and Tobago. DeNovo is the owner of Block 1(a) located offshore in the west coast of Trinidad. DeNovo currently produces natural gas from the Iguana and Zandolie fields in Block 1(a) from four (4) shallow water wells with two (2) unmanned platforms and a 45km pipeline to DeNovo's Gas Processing Unit which is located onshore.

2.2 WINNING STATEMENT

We make a difference by safely, rapidly, and efficiently developing and operating greenfield and brownfield assets utilising green technologies and automated processes (designed and built to industry standards) in order to deliver competitive energy molecules, all done through highly enrolled and empowered DeNovians.

3 LIST OF ABBREVIATIONS

ABCP	Anti-Bribery & Conflicts of Interest Pledge
AFFI	Administrative Fact-Finding Inquiry
AML	Anti-Money Laundering
AUIM	Ascertain, Understand, Identify and Monitor
C2	Command and Control
CCCA	Caribbean Counter-Corruption Academy
CPD	Continuing Professional Development
DeNovians	Means the board members, employees, and Service Providers of DeNovo.
DIO	Deployed Integrity Officer
DOJ	United States Department of Justice
DOMS	DeNovo Operating Management System
EITI	Extractive Industries Transparency Initiative
ESG	Environmental, Social and Governance
FATF	Financial Action Task Force
Head, CRO	Head, Country Regional Office
ICAC	Inter-American Convention against Corruption
IDD	Integrity Due Diligence
IDDP	Integrity Due Diligence Protocol
IDDQ	Integrity Due Diligence Questionnaire
ICP	Integrity Compliance Programme
IFI Task Force	International Financial Institutions Counter-Corruption Task Force
IF-RSI	DeNovo's Five Core Values of Integrity, Fairness, Respect, Safety, and Innovation
IGO	Inter Governmental Organisation
IIMP	Integrity Incident Management Protocol
IIT	Integrity Incident Team
ILO	United Nations International Labour Organisation
IRAF	Integrity Risk Assessment Form
IRH	Integrity Reporting Hotline
ISO	International Organisation for Standardisation
MDB	Multilateral Development Bank (e.g., World Bank Group)
MESICIC	OAI's Implementation Mechanism for ICAC
Monitor	External Compliance Expert Reporting on the Implementation of the D-ICP

MDI	Managing Director of Integrity
NDA	Non-Disclosure Agreement
NUI	Normally Unmanned Instillation
OAI	Organisation of American States
OECD	Organisation for Economic Co-operation and Development
OFAC	United States Treasury's Office of Foreign Assets Control
OID	Office of Integrity for DeNovo
PAYDIRT	Prevent, Advise, Detect, Investigate, Remediate and Train
PEP	Politically Exposed Person
PIRA	Periodic Integrity Risk Assessments
PSA	Pavocat Stellenbosch Academy
RumInt	Information or intelligence gleaned from rumours
SAR	Suspicious Activity Report
Service Provider	Are defined as contractors, consultants and others who may be assigned to perform work or services for DeNovo.
TI	Transparency International
TLA	The Legal Advisor Who Advises DeNovo on Legal Matters
D-IAB	DeNovo Integrity Advisory Board
D-ICP	Integrity Compliance Programme for DeNovo
CRO	Country Regional Office
WBP	Whistleblower Policy

4 SECTION 1: INTRODUCTION

INTEGRITY POSITION ONE

AT DENOVO, integrity is the very foundation upon which we were built and upon which we maintain our reputation within our market for doing business honestly, ethically, and fairly, which means that:

- *We take a zero-tolerance approach to corruption in all its various guises.*
- *We strive at all times to meet and exceed international best practice for combatting corruption.*

1. Business integrity lies at the very heart of DeNovo – it guides us in all that we do. Our Company was based and founded upon **FIVE CORE VALUES**, which are our guiding principles and which, seven years on from our establishment, remain firmly entrenched and central to all our decision making. Those values, as depicted in **ILLUSTRATION 1**, are also enshrined in our **CODE OF CONDUCT (DEL1-GEN-DEL-HR-COC-0001)** and which forms an integral part of this Integrity Compliance Programme for DeNovo ('the D-ICP'). Our FIVE CORE VALUES are:

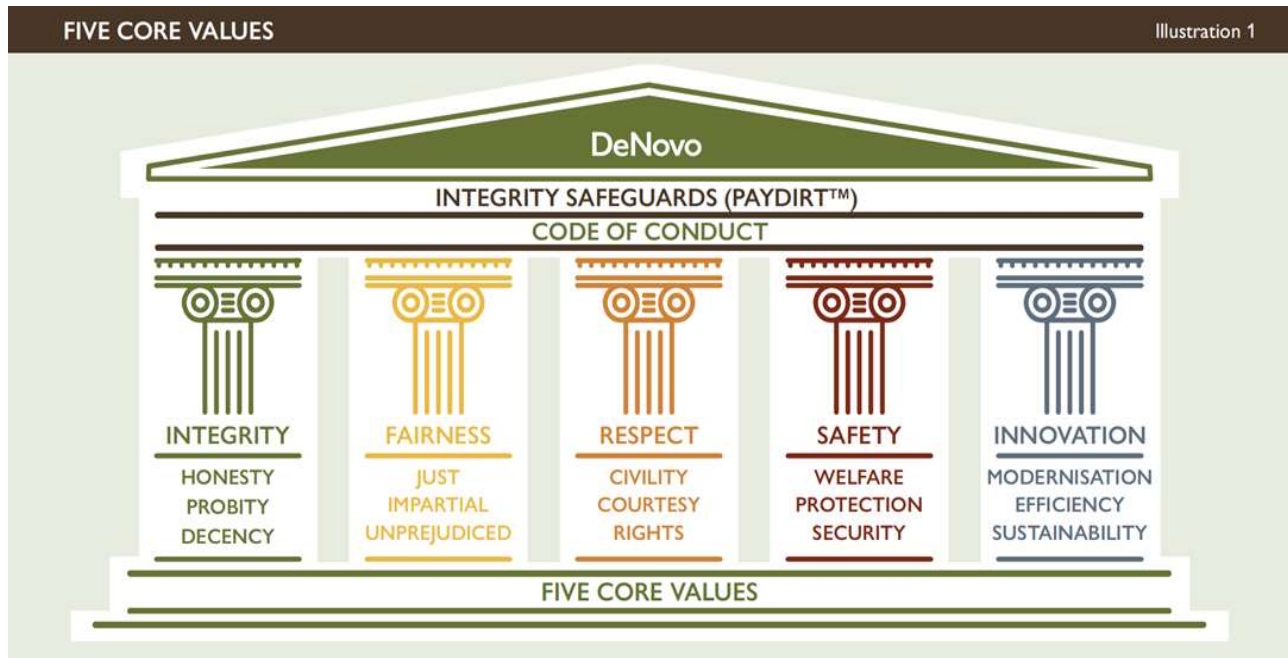


Illustration 1: DeNovo's Five Core Values

a. **Integrity** - We conduct ourselves at all times with honesty, probity and decency, and that we act in a principled manner.
b. **Fairness** - We conduct ourselves at all times in a just, impartial, and unprejudiced way.
c. **Respect** - We conduct ourselves at all times with civility, courtesy and with due regard to the rights of others and that of the environment.
d. **Safety** - We conduct ourselves at all times in a manner that promotes and secures the health, safety, and security of those who work for and with us, and around us.
e. **Innovation** - We conduct ourselves at all times in a pioneering way that promotes change, modernisation, efficiency and above all else sustainability.

2. In creating our policies and procedures, including this D-ICP, we strive to adhere to and implement the Ten Principles of the United Nations Global Compact (and in particular Principle 10, which is the principle that businesses should work against corruption in all its forms, including extortion and bribery – **(see ANNEX 1)** together with the Nine Expectations promulgated and advanced to supporting companies, of which DeNovo is one, by the Extractive Industries Transparency Initiative ('EITI') (including Expectation 7, which is the requirement that companies should engage in rigorous due diligence processes and publish an anti-corruption policy – **(see ANNEX 2)**.

3. DeNovo fully appreciates that by taking the decision to expand its gas extraction operations into any jurisdiction, it is appropriate to take additional integrity-based precautions in order to mitigate possible additional integrity risks attendant to working in any jurisdiction. The operating environment globally is generally regarded as being very challenging from an integrity perspective and, accordingly, we must confront this reality, so that we may mitigate additional corruption risks.

4. DeNovo is extended its operations with our 'eyes wide open'. We realise that in taking the decision to go into and to do business in other markets, we are also taking the decision to enter a highly complex and challenging integrity environment, which will necessitate our adherence to a much-enhanced integrity compliance programme. We are also adopting, as an integral part of that Programme, a new, improved, and purpose-built compliance architecture and infrastructure. We are determined to ensure that our extended operations will not in any way compromise our commitment to integrity, but rather improve and develop it, and it is for this reason that we have designed and

implemented this D-ICP. Although the D-ICP confronts and deals with more than just anti bribery and corruption, it does if called upon serve as our **Counter-Corruption Programme**. It also reinforces our **COUNTER-CORRUPTION POLICY (DELI-GEN-DEL-HR-POL-0002)**.

5. As a company, DeNovo's commitment to integrity is unquestionable and it is not at all compromised by our comparatively small size. In designing and implementing this D-ICP, we were, however, mindful that our integrity programme needed to be proportionate to our size, effective and reflective of international best practice for small and medium size companies. Moreover, the D-ICP needed to recognise the most significant business risks associated with operating in extended markets. To this end, in designing and writing the D-ICP, inspiration was found, and reliance was placed, on relevant regional and international integrity texts, such as:

   a. the Inter-American Convention against Corruption (1996).
   b. the Lima Commitment of 2018.
   c. the Inter-American Investment Corporation's Integrity Framework together with the Inter-American Development Bank's Anti-Money Laundering/Combating the Financing of Terrorism Framework.
   d. the OECD Convention on Combatting Bribery of Foreign Public Officials (1997) and the Anti-Bribery Recommendations (2009).
   e. the United Nations Convention against Corruption (2005).
   f. the United Nations General Assembly 2030 Agenda for Sustainable.
   g. Development: The World Bank Group's Integrity Compliance Guidelines **(see ANNEX 3).**
   h. ISO 37001, which is the international Anti-Bribery Management System Standard **(see ANNEX 4).**

5 SECTION 2: SCOPE

INTEGRITY POSITION TWO

AT DENOVO, our D-ICP is our Integrity Anchor that holds us steady and under which we require all DeNovians together with those who work for, with and on our behalf, to act lawfully and ethically at all times, and not to do anything that would bring us into disrepute.

5.1 DEFINITIONS

The following definitions are used in this D-IVCP:

- **The Company** means DeNovo in all of its forms.
- **Business Partner** includes any contracted consultant, sub-contractor, agent, joint venture partner or supplier that is contracted to perform work for and on behalf of the Company.
- **Third Party** includes a public official, client, customer or any person or official acting on behalf of a client or customer.
- **Public Official** is anyone in a position of official authority that is conferred by a State, including someone who holds a legislative, administrative, or judicial position of any kind, whether appointed or elected, and the term embraces government officials and members of a Public Official's family, including his or her spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, or cousin.

5.2 APPLICATION

The application of this D-ICP is not limited to specific operations. It applies to all DeNovians wherever they are called upon to work for us. In addition, directors, officers, and employees of Business Partners, including our agents and any other individual or entity that performs services for or on behalf of the Company, are mandated to comply with the relevant and applicable parts of this D-ICP. If any individual or entity doubts the application of this D-ICP, then they are obliged to seek

clarification from our Managing Director of Integrity ('MDI"), who leads our Office of Integrity for DeNovo (see below). The Roles and Responsibilities of the MDI is included in **5.5**.

This D-ICP is:

- intended to assist all DeNovians together with our Business Partners in conducting our business **legally, ethically and with integrity, and thereby safely**. It is not intended nor is it designed to prevent or impede legitimate business activities, so long as those activities comply with the law and with our values and guiding principles.
- a force for good both within and outside of DeNovo. Although by necessity it has to include a number of prohibitions, it should not be viewed by those that it touches in a negative way. Although we know that all DeNovians share and hold close our **FIVE CORE VALUES** and that adhering to this D-ICP will not be a burden, nevertheless we feel that it is important to recognise and reward those DeNovians (as well as those who work with and alongside us) who demonstrate integrity or who go out of their way to reinforce the values enunciated in this D-ICP. To this end, the **DeNovian Employee of the Year** award will also include elements from an integrity perspective.

5.3 OUTCOMES

1. Any project undertaken by DeNovo faces the risk that it may be compromised by corruption. Bribes in various forms and guises may be solicited in order to permit the Company to win, progress or complete a project. The Company, which includes all DeNovians, as well as its Business Partners will not, directly, or indirectly, offer, promise, agree to pay, authorise payment of, pay, give, accept; agree to accept or solicit anything of value to or from any Third Party in order to secure a licence, contract, receive an improper benefit or gain, or accept improper performance of a function or activity. The Company, including all DeNovians, as well as its Business Partners **will at all times act lawfully and avoid any conduct that creates even the appearance of improper activity or conduct**. All will refrain from any conduct liable to be defined as a sanctionable practice, such as coercion, collusion or gaining an unfair competitive advantage, even if no improper payment is agreed.
   +
2. The employment contracts of all DeNovians together with the contracts with Business Partners will, where relevant and as far as possible, be amended to integrate the above requirements and any new contracts shall be drafted accordingly. Any violations of this D-ICP by any DeNovian may result in disciplinary action being taken that may lead to dismissal from service with us. Any violations by Business Partners with a contractual relationship with DeNovo may be considered a material breach of contract, which could result in unilateral and immediate termination of that contract by us. Conversely, no DeNovian shall be subject to disciplinary measures or other adverse consequences for refusing to participate in a corrupt or sanctionable practice, even if such refusal results in us losing a business opportunity. DeNovians who are solicited for bribes or who are invited to participate in a corrupt practice are obliged without undue delay to report the event to our MDI.

3. All DeNovians, as well as the Company's Business Partners shall be provided with a copy of this D-ICP, inclusive of our **CODE OF CONDUCT** and they shall have to confirm in writing that they have received it, that they have read and understood it, and that they will comply with it. Mandatory integrity training will also be provided by the Company on the content, scope, and application of the D-ICP.

5.4 RESPONSIBILITY

1. The D-ICP creates the **Office of Integrity for DeNovo** ('the OID') with the mandate to implement, maintain, adapt, and improve the D-ICP, subject to advice and direction, as appropriate, from the **DeNovo Integrity Advisory Board** ('the D-IAB'). The OID is led by the MDI. Any questions in respect of this D-ICP should in the first instance be directed to the MDI, including, but not limited to, any questions in respect of the D-ICP's purpose, scope, and application. The MDI is the focal point of our D-ICP and the officer with frontline responsibility for ensuring compliance with the D-ICP.

5.5 MANAGING DIRECTOR, INTEGRITY ROLES AND RESPONSIBILITIES

The MDI's scope includes the following:

A. Implement, monitor, and verify the D-ICP.
B. Develop a training syllabus and work with Company's Special Projects group to conduct training on the D-ICP throughout the organisation in the initial implementation phase.
C. Develop a training syllabus and conduct training on the D-ICP to relevant DeNovo employees, contractors, and 3rd Parties.
D. Establish Integrity continuation training.
E. Identify and establish independent reporting hotlines.

The MDI's responsibilities include overall responsibility for managing the Office of Integrity for DeNovo ("OID") whose responsibilities include performing activities as part of DeNovo's integrity safeguards within the D-ICP as follows:

A. Prevention
   1. Implement and maintain up to date ICP Policies and Procedures.
   2. Sanctions risk management.
   3. AML risk management.
   4. Financial controls.
B. Advice
   1. Provision of integrity guidance.
   2. Compliance requirements and updates.
   3. Develop and implement compliance solutions.
   4. Provide guidance and expertise on safe entry into complex markets.
C. Detection
   1. Administer and maintain Company's Whistleblowing Policy.
   2. Establish and maintain independent reporting hotlines.
   3. Perform compliance audits and inspections.
   4. Provide implementation reviews.
   5. Provide integrity intelligence.
   6. Monitor and report on Company's mandatory leave requirement.
D. Investigation
   1. Establish integrity and counter corruption investigation policies and procedures.
   2. Provide investigation support.
   3. Perform internal integrity inquiries.
E. Resolution
   1. Establish, implement, and manage the Integrity Incident Management Framework.
   2. Provide public relations and reputation management.
   3. Establish and implement integrity disciplinary systems.
F. Training
   1. Develop practical courses and syllabus for training.
   2. Perform integrity induction training.
   3. Perform integrity continuation training.
   4. Provide ethics training for Company's reps, agents, and partners.
   5. Ensure all OID integrity personnel are trained and experienced in anti-money laundering and fraud detection and investigations.
G. Office of Integrity (OID)
   1. Support with rollout of DeNovo's ESG policy and standards for Trinidad and other territories.
   2. Developing compliance and reward programs associated with the D-ICP.
   3. Establishing an annual integrity compliance report.

4. Supporting the development of the Terms of Reference for the D-IAB including defining the criteria for personnel that will sit on the D-IAB and D-IAB governance rules.
5. Publishing the D-ICP on DeNovo's website.

The MDI's minimum experience and education requirements includes:

A. Demonstrable skills, education and training in Fraud, Anti-Money Laundering and Governance, Risk and Compliance.
B. Minimum of ten (10) years practical experience in senior integrity advisory and compliance.
C. Familiarity with international treaties, regulations and guidance that drives compliance.
D. Analytical thinking and ability.
E. Strong communication skills.
F. Legal and moral integrity.
G. Strategic thinking.
H. Good command of English and Spanish languages.
I. Expert knowledge of the company and the relevant market.
J. Senior Management experience.

5.6 DENOVO INTEGRITY ADVISORY BOARD TERMS OF REFERENCE

5.6.1 ROLE AND POWERS

1. Oversees the OID and MDI including their commitment in delivery of the mission statement.
2. Provides specialist integrity advice and direction to the MDI and the OID.
3. Makes recommendations to and receive integrity decisions from Proman AG, which retains Strategic Control of all matters affecting the Proman Group, including DeNovo's operations in other jurisdictions.
4. Provides advice with further external and independent integrity and compliance advice from specialist suppliers and lawyers.
5. Receives and reviews reports from the OID and MDI.
6. Approves contracts awarded by the government of any country and other statutory bodies before approval by the DeNovo Board of Directors.
7. Receives and review any concerns that are directly reported to them.

5.6.2 COMPOSITION

1. Chairman - Managing Director, DeNovo.
2. Any persons so invited from time to time.

5.6.3 HOW APPOINTED

1. Appointments shall be approved by the DeNovo Board of Directors.

5.7 INTEGRITY DOCUMENTATION

1. Part of the MDI's responsibility is to retain, administer and manage within the OID the Company's **Integrity Documentation**, which includes all documents generated by this D-ICP, including, but not limited to:
    - Anti-Bribery Pledges.
    - Compliance Certification for Business Partners.
    - Conflict of Interest Disclosure.
    - Conflict of Interest Register.
    - Financial Disclosures.
    - Final Investigative Reports.
    - Gifts, Hospitality & Travel Register.

- Integrity Due Diligence Questionnaires and all material gathered as a consequence of undertaking Integrity Due Diligence Inquiries.
- Letters of Commendation.
- List of Approved Business Partners.
- Periodic Risk Assessment Reports.
- Record of Agents.
- Referral Reports.
- Take Note Declarations.
- Unavoidable Payments Register.

2. As well as holding all Integrity Documentation, the MDI shall also retain, administer, and manage documentation that is related or ancillary to Integrity Documentation, such as petty cash registers and references taken on prospective employees.

3. All Integrity Documentation shall be held by the MDI for a minimum of six (6) years and shall be subject to regular audit and inspection by the MDI and members of his or her team within the OID, as well as external auditors.

5.8 PUBLICATION

1. The Corruption Safeguards contained within this D-ICP, based as they are on the **PAYDIRT SYSTEM™** of Prevention, Advice, Detection, Investigation, Resolution and Training, require as part of our emphasis on Prevention (and on this see **SECTION 4**) that DeNovo publishes on its website an up-to-date version of its D-ICP, and the MDI together with the Company's Managing Director shall ensure that this occurs.

2. What is more, the **MDI'S INTEGRITY REPORT** shall be published annually on the website and that report will chronicle the state of integrity within DeNovo on a yearly basis. The website also displays in a prominent position the contact details in respect of our confidential **INTEGRITY REPORTING HOTLINE**, which is intended for use by whistle-blowers both within and outside of DeNovo.

6 SECTION 3: INTEGRITY ARCHITECTURE & METHODOLOGY

INTEGRITY POSITION THREE

AT DENOVO:

- We strive both at home and abroad only to work with individuals and entities that share and abide by our **FIVE CORE VALUES** of Integrity, Fairness, Respect, Safety, and Innovation, and we shall never knowingly engage with the corrupt or become involved in their nefarious practices.
- All DeNovians have a pivotal role to play in ensuring that we conduct ourselves at all times with integrity and that we are held to the highest standards of compliance, but it is our Managing Director of Integrity and our colleagues within the Office of Integrity for DeNovo that have the day-to-day responsibility for maintaining, adapting and improving this D-ICP, and any questions in respect of its scope and application should be readily directed to the compliance experts in that office.

6.1 INTEGRITY ORGANISATIONAL STRUCTURE

6.1.1 THE DENOVO INTEGRITY SHIELD

1. Operating within other jurisdictions presents us with an unprecedented, yet anticipated set of ethical challenges that we are prepared to meet and counter head on by implementing and routinely adhering to our D-ICP, which is in

effect **The Integrity Shield** that we shall wield to protect ourselves from potentially corrupt public officials and more. In short, we shall utilise our Integrity Shield to mitigate the risks posed by actual corrupt public and private sector actors.

2. At DeNovo, we adopt a **Risk-Based Approach** to integrity challenges (and on this see **SECTION 4**) that requires us inter alia to scrutinise carefully our entry into new markets for **Integrity Risks** and **Red Flags**, including exposure to bribe solicitations on the part of corrupt public officials. The harsh reality, as we have already noted, is that certain public sectors are judged internationally to be systemically corrupt and we must therefore anticipate that any application on our part to secure, for example, licences to extract gas from other fields and thereafter to operate in other jurisdictions may likely be met with bribe solicitations of some description.

3. Our D-ICP has been intentionally designed to be sufficiently robust to mitigate the pressure of endemic corruption and all of the attendant negative consequences that ensue from this. It is again worth re-emphasising that DeNovo will not undertake any commercial activities, if to do so would require us or any DeNovian to violate this D-ICP.

4. As can be seen from **ILLUSTRATION 2**, the architecture of our D-ICP is in general terms mapped across ten constituent parts, to include:
   a. **Integrity Safeguards** including our **Statement of Values** (Integrity, Fairness, Respect, Safety, and Innovation ('IF-RSI'), our **CODE OF CONDUCT**, based as it is on IF-RSI, and adherence to the **PAYDIRT SYSTEM™** of corruption Prevention, Advice, Detection, Investigation, Resolution Training.
   b. **D-ICP Implementation, Monitoring and Verification**, which is the process of ensuring that our D-ICP is functioning and up to date, always contemporary and remains in good working order.
   c. **Engagement of Ethical Partners**, which is the mechanism by which we establish and ensure that we are working with individuals and entities within each jurisdiction and elsewhere that share our values.
   d. **International Sanctions Regime Compliance**, which is the apparatus used by us to ensure that we do not contravene or fall foul of the international sanctions imposed against any jurisdiction.
   e. **ESG Innovation and Compliance** by which we make certain that we tailor our Sustainable Development Goals, as guided by the United Nations General Assembly's 2030 Agenda, in a manner that promotes counter-corruption in locations in which we operate.
   f. Public Relations and Counter-Corruption Advocacy
      i. **Integrity Crisis Management**.
      Integrity Engagement Campaign that enables us to promote our D-ICP to stakeholders and interested parties so that we may receive their valued feedback and thereby further improve the programme, which by its very nature is a living document.
   g. **Special Integrity Projects** that assist us to implement in real terms our commitment to, for example, the UN Global Compact and the General Assembly's 2030 Agenda by supporting or instigating acceptable human rights and counter-corruption programmes within each jurisdiction DeNovo operates in.
   h. the creation of **The Office of Integrity for DeNovo**.

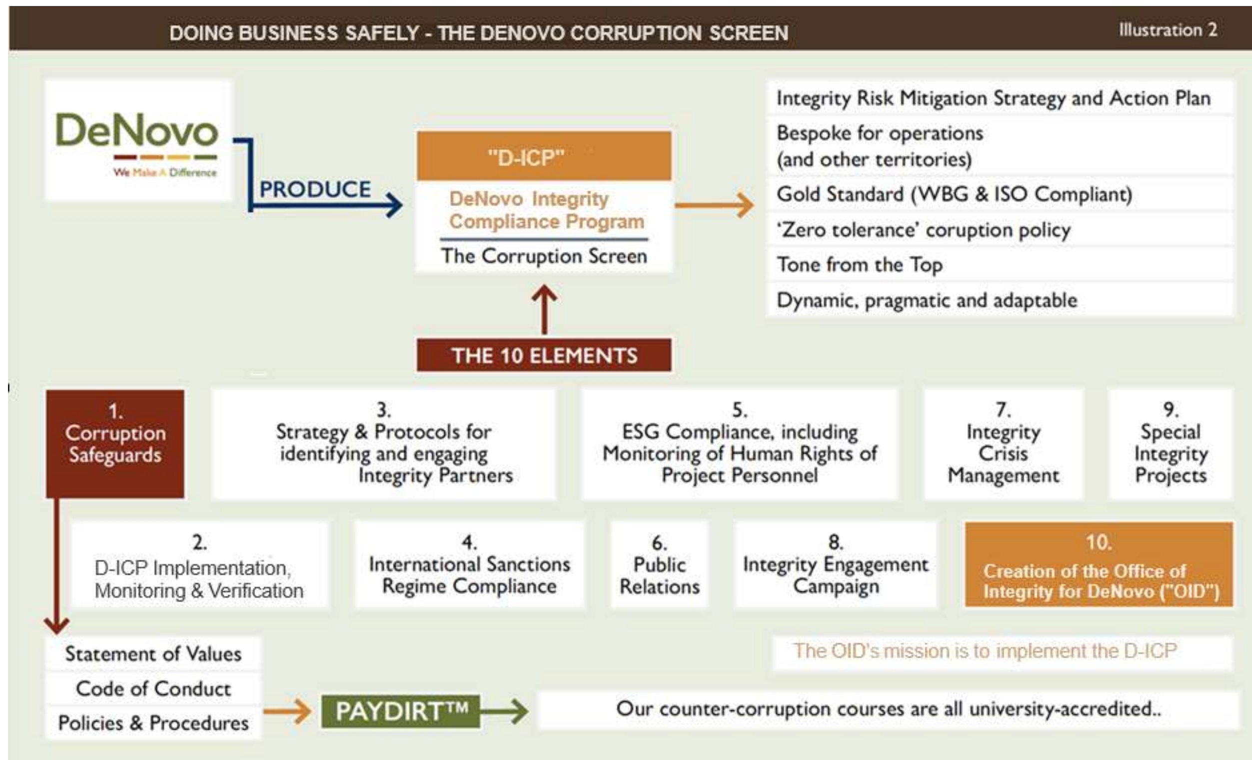


Illustration 2: Doing Business Safely – The DeNovo Corruption Shield

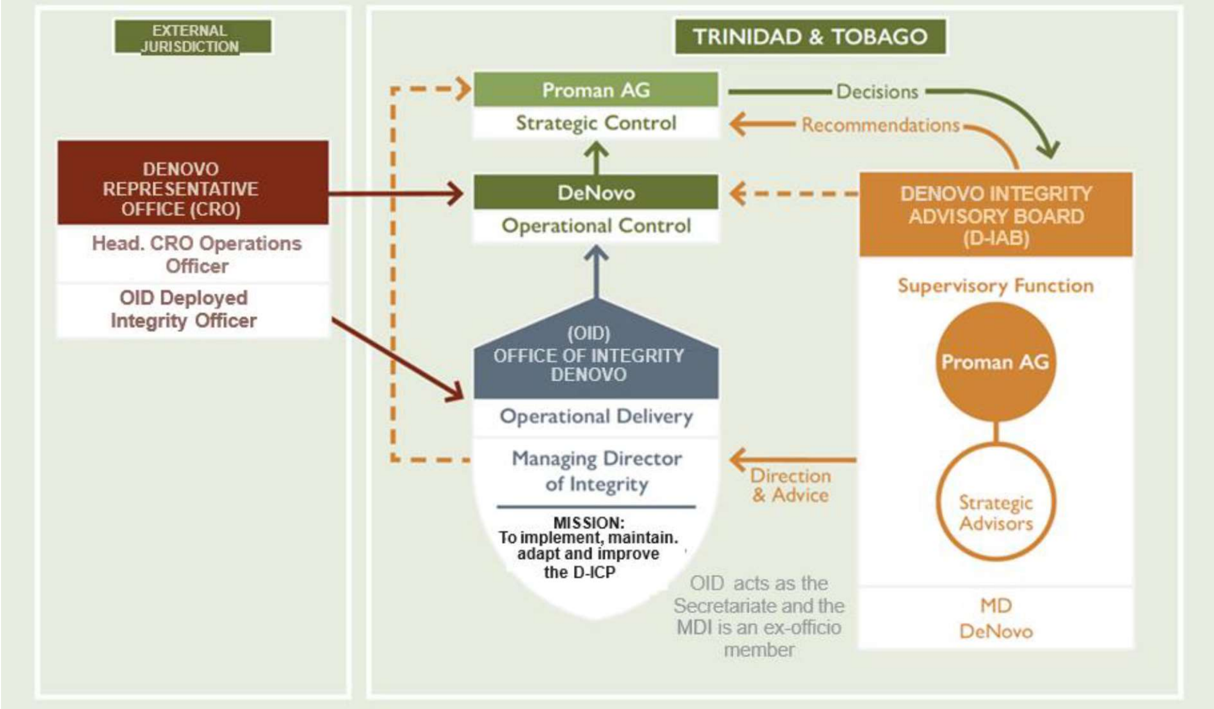
6.2 OFFICE OF INTEGRITY FOR DENOVO

1. The focal point for integrity within DeNovo is the OID, which is led and managed by our MDI; all of whom report directly to the MDI and all of whom are held strictly to and bound by the integrity standards set out in our **CODE OF CONDUCT**.

2. The OID is based in our Headquarters in Trinidad, but with one Integrity Officer deployed in each Country ('DIO') as part of the DeNovo Representative Office in that country ('CRO'). The DIO functions as the MDI's eyes and ears on the ground in each country and ensures that the CRO benefits from all the protections and meets all the obligations imposed by the D-ICP. The OID's Mission Statement and therefore the MDI's Key Performance Indicators, is to implement, maintain, adapt, and effectively improve the D-ICP, and thereby ensure that we conduct our business in each country with the utmost integrity and in strict accordance with this D-ICP.

3. The structure and functionality of the OID is set out in **ILLUSTRATION 3**, and its organisation lays out in broad terms the composition of the D-ICP.

4. As a Company, we recognise and accept that for this D-ICP to function properly we need to resource fully the OID, which in effect means that we need to allocate sufficient budget to ensure that the MDI can do all that we require of him or her, and we undertake to do so. We will make sure that funding is and remains available annually to permit the OID to fulfil its Mission Statement and our commitment in this regard shall be overseen by the D-IAB, to whom the MDI has a dotted reporting line (and on this, see below).



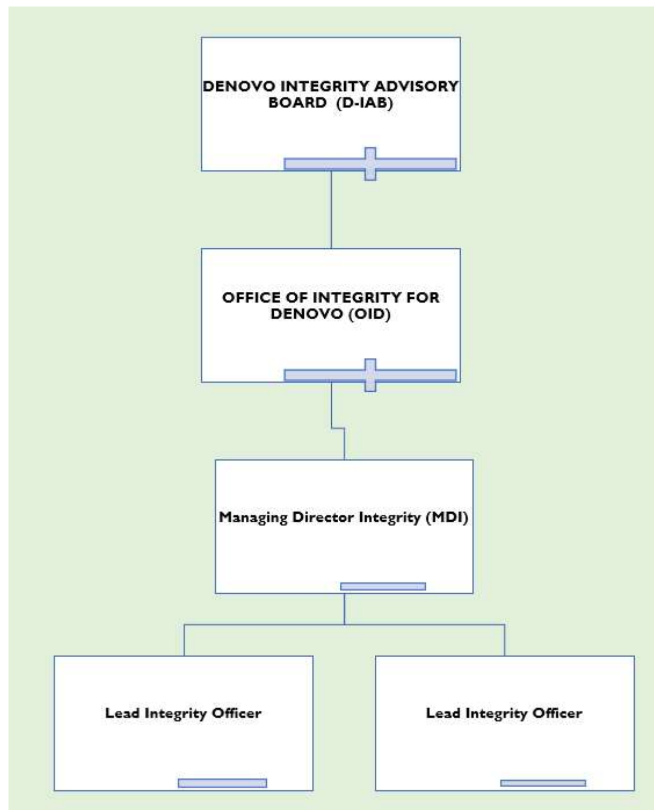


Illustration 3: Structure of the DeNovo Integrity Advisory Board and Office of Integrity for DeNovo

6.3 INTEGRITY CONTROL MECHANISM

1. The command-and-control structure ('C2') for integrity within DeNovo has been designed to maximise our protection through effective risk mitigation, good governance and the imposition of formalised checks and balances. As Operational Control of DeNovo's activities in each jurisdiction lies with the Company's Managing Director, the MDI, who exercises day-to-day control of the D-ICP, reports directly to him. However, the MDI also has a dotted reporting line to the D-IAB, which has been created as an inherent part of the D-ICP to (1) provide specialist integrity advice and direction to the MDI and the OID; and (2) make recommendations to and receive integrity decisions from Proman AG, which retains Strategic Control of all matters affecting the Proman Group, including DeNovo's operations in other jurisdictions. In addition to the MDI's dotted reporting line to the D-ICP, a second such line runs directly to Proman AG's Chief Executive. These dotted reporting lines are necessary and have been put into place in order to ensure and demonstrate clearly the MDI's independence from project operations. We recognise that to be effective and efficient, the MDI and the office that he/she leads needs to be supportive but professionally independent of our line operations.

2. To operate effectively and efficiently in other jurisdictions, we clearly need to have a footprint on the ground in that country and hence our decision to open the CRO. That Office will be managed by a senior and experienced DeNovian ('Head, CRO') who will be supported by two others, one of whom will be DIO. The requirement for an 'in country' DIO is imperative because it is likely that the CRO will be the first point of contact for those other jurisdictions' public officials or others who may seek to engage in corrupt practices. The DeNovians within the CRO will be on the front line of DeNovo's fight to secure at all costs its ethical standards.

3. The structure and composition of DeNovo's Integrity C2 mechanism can be seen in **ILLUSTRATION 4**.

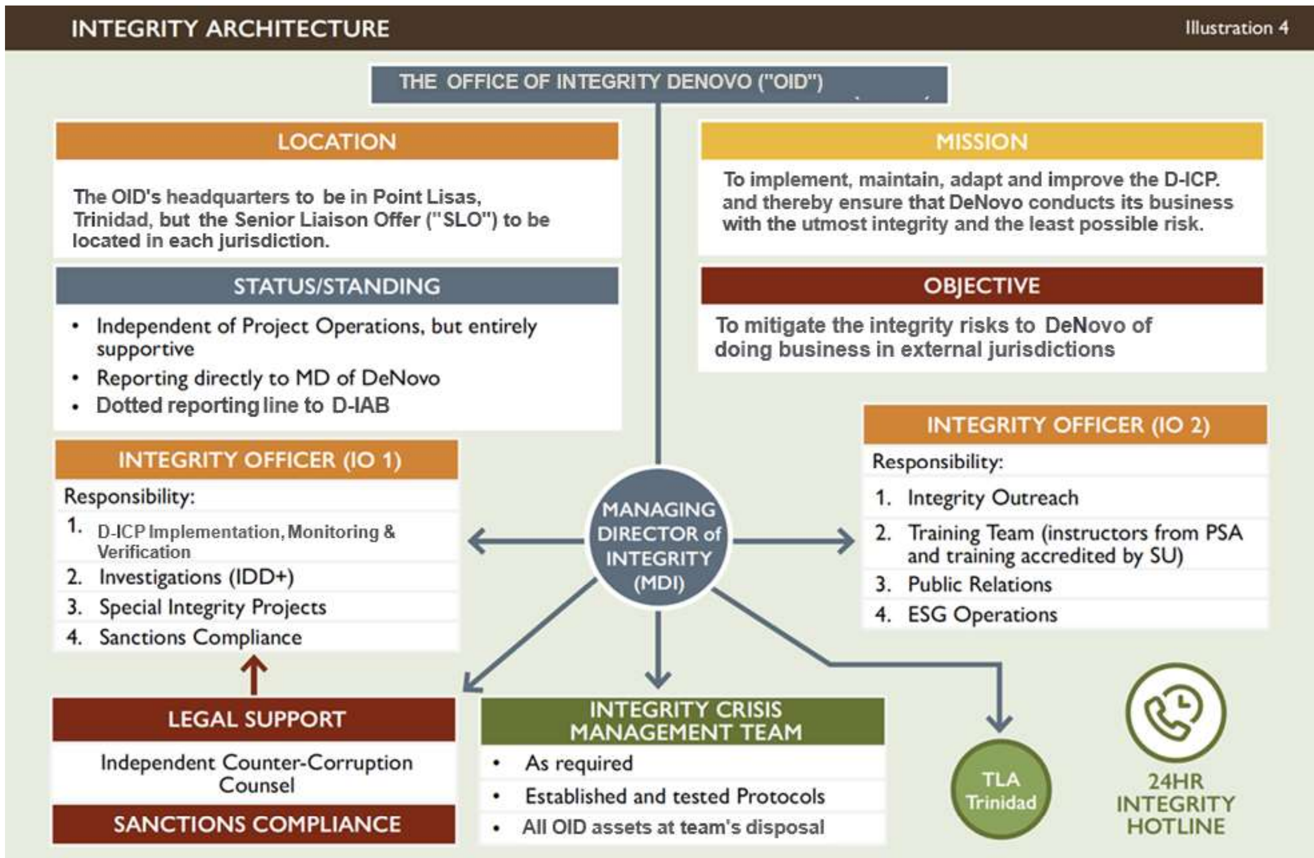


Illustration 4: Integrity Architecture Supporting Operations in Differing Jurisdictions

6.4 ENGAGEMENT OF ETHICAL PARTNERS

1. As we operate within the complex integrity environment, it is necessary for the Company to deal only with individuals, companies and other entities possessing integrity. The challenge is of course to identify such people from the outset.

2. Operating within other jurisdictions and establishing the CRO will cause DeNovo to engage and potentially contract with a raft of other jurisdictions' entities and individuals, including government officials, other public officials, lawyers, accountants, consultants, contractors, and other service providers. Any Business Partner of DeNovo will have to adopt and comply with this D-ICP or present a programme of their own that we judge to be equally stringent. Nevertheless, it remains crucial that we select our Business Partners with care in order to ensure that they share our values in respect of honesty, probity, decency, and respect for the rule of law.

3. In selecting those entities and individuals that DeNovo needs to engage or interact with in order to operate effectively within the country, including those Strategic Advisors who sit on the D-IAB, we shall in the first instance adopt a **Lily Pad Approach**, by which we mean that we will use the good offices of our existing and trusted partners to identify professionals, such as lawyers, accountants and engineers, whose reputations for integrity within their own jurisdiction are beyond reproach, and then use those **Individuals of Integrity** to effect introductions to other such individuals or companies. By acting in this manner, we will be able to compile a **List of Approved Business Partners**, who we can then subject to our **Integrity Due Diligence Protocols** (and on this see **SECTION 4** below). Moreover, any contracts that we let will have to be offered within the strict confines of our Procurement & Contract Management Process, which in large part is contained in our **CONTRACTS, PROCUREMENT AND SUPPLY CHAIN POLICY** **(DEL1-GEN-DEL-CP-POL-0001)**, which has its own well-defined counter-corruption procedures and mechanisms.

4. Engaging directly with public officials, especially when seeking, for example, to secure and retain gas extraction licences, could prove to be problematic from an integrity standpoint. As a consequence, it may prove necessary for any such engagement to be witnessed by independent legal counsel instructed by the Company. If this is judged to be the case, then The Legal Adviser will instruct a suitable lawyer in private practice to accompany any DeNovo negotiating team and that independent lawyer will be required, as part of his or her engagement, to issue a written report - normally within 48 hours of the conclusion of the engagement - to DeNovo's MD, the MDI and the Chair of the D-IAB confirming that any such negotiations either were or were not tainted by the spectre of corruption.

6.5 INTEGRITY ENGAGEMENT STRATEGY AND ACTION PLAN

1. We would not countenance entering and doing business in other jurisdictions unless we were confident that we could do so in a way that preserves all our **FIVE CORE VALUES**, including Integrity. Our reputation is far too important to us to jeopardise. We believe that our D-ICP, acting as it was designed to do as our **Integrity Shield**, will serve to protect us from most and hopefully all the integrity challenges that we may face in any jurisdictions that we may choose to operate in.

2. We have confidence in, and we are proud of the steps that we have taken to maintain and secure adherence to our principles of honesty, probity, and decency, and it is for this reason that we have elected not only to publish our D-ICP on our website, but also to pro-actively introduce it to relevant and key stakeholders in:

    a. **Trinidad and Tobago** (e.g., the Integrity Commission created by the Integrity in Public Life Act (2010) and the Transparency Institute, which serves as Transparency International's partner within our country).
    b. **the USA** (e.g., the Fraud Section of the US Department of Justice).

6.6 D-ICP MONITORING AND VERIFICATION

1. While the day-to-day responsibility within DeNovo for implementing, maintaining, adapting, and improving our D-ICP lies ostensibly with the MDI and the OID, with oversight provided by the D-IAB, we do recognise and accept that routine and scheduled auditing of the functioning and performance of our D-ICP is required. **Monitoring** (i.e., the process of observing and recording the implementation and performance of the D-ICP) and **Verification** (i.e., the process of checking and determining, and thereby substantiating that the D-ICP has in fact been implemented in full by us and is in fact being followed by those to whom it applies) are to us two essential components of a viable, capable and mature ICP, as is the independence of those reviews.

   To this end, we are committed to subjecting our D-ICP to regular, independent, and external Monitoring and Verification conducted by a recognised external compliance expert or experts ('the Monitor'). The Company will appoint the Monitor with instructions to verify and report on the implementation of and compliance with the D-ICP, as soon as the MDI and the D-IAB jointly confirm to our Managing Director that the D-ICP is sufficiently embedded and operational within the Company, such that there is merit and utility in conducting such a compliance audit.

7 SECTION 4: INTEGRITY SAFEGUARDS

INTEGRITY POSITION FOUR

AT DeNovo, all DeNovians, as well as those who work for, with or on our behalf, are prohibited from:

- Paying any form of bribe, including a facilitation payment, save for one very limited exception, which is the preservation of life or the avoidance of unlawful detention.
- Engaging in a corrupt practice, money laundering or the financing of terrorist organisations.
- Providing or receiving inappropriate gifts, entertainment, or hospitality in the fulfilment of their duties to the Company.
- From using the Company's funds to make political contributions.
- Engaging Business Partners and Third Parties in the absence of conducting thorough Integrity Due Diligence Inquiries.
- Retaliating in any way against a whistle-blower.
- Refusing to co-operate with the Managing Director of Integrity in the proper conduct of his or her duties.
- Refusing to participate in Integrity Compliance Training.

At the very core of our D-ICP lie our **Integrity Safeguards**, which are comprised of our **FIVE CORE VALUES** of Integrity, Fairness, Respect, Safety and Innovation in all that we do; our **CODE OF CONDUCT**, which itself is anchored in and gives life within the Company to those values and guiding principles; and adherence to the **PAYDIRT SYSTEM™** (see **ILLUSTRATION 5** below) for countering corruption through **Prevention, Advice, Detection, Investigation, Resolution and Training**.

7.1 PREVENTION

INTEGRITY SAFEGUARDS – THE PAYDIRT SYSTEM™ Illustration 5

PREVENTION	ADVICE	DETECTION	INVESTIGATION	RESOLUTION	TRAINING
Key ICP Policies and Procedures	Integrity Guidance	Whistleblowing	Investigation Policies and Procedures	Incident Management	Integrity Induction Training (New Staff)
Legal Compliance	Compliance Requirements and Updates	Independent Reporting Hotlines	Internal/External Capacities and Capabilities	PR and Reputation Response	Integrity Continuation Training (All Staff)
Adherence to Core Values	Proactive Compliance Solutions	Compliance Audits and Inspections	Investigation Support	Disciplinary System Third Party Rebuke	Ethics Training (Reps, Agents, Partners)
Risk-Based Approach	Sanctions Management	Implementation Reviews	Legal Oversight	Integrity Incident Management	AML Detection & Investigation (OIV Integrity Officers)
Sanctions Management	Safe Entry into Complex Markets	Integrity Intelligence	Internal Integrity Inquiries	Referral Policy	
Financial Controls	Litigation Support	Mandatory Leave Requirement		Contract Revocation	
	Legal Advice			Legal Support	

Illustration 5: The PAYDIRT SYSTEM

7.1.1 INTRODUCTION

1. We take the view that it is far more preferable to prevent a compliance breach than seek to contain or remedy it after the event, and it is for this reason that our primary focus lies in Prevention. Preventing a deviation from the course of integrity requires us to do a number of things, which we set out under this head below, including the absolute requirement for **Integrity Compliance Training**. However, in light of the significance that we place on such training, we have given it a special place within the structure of the **PAYDIRT SYSTEM™** and, as such, it will be dealt with later on in this **SECTION 4**, and under its own heading. In the previous section we also mentioned that **Publication of this D-ICP** together with the publication of the **MDI's annual Integrity Report** is also an important component of our Prevention Strategy, for the deterrent effect of making people aware of how seriously we guard our integrity cannot be underestimated.

2. We deal with **PREVENTION** in this D-ICP under the five broad and inclusive headings of **Legal Compliance, Adherence to Core Values**, the implementation of a **Risk-based Approach** to protecting our corporate integrity; the need for robust **Financial Controls** and **Record Keeping**, and the requirement for an equably robust position in respect of **Cybersecurity**.

7.1.2 LEGAL COMPLIANCE

7.1.2.1 OBEYING ALL APPLICABLE LAWS AND PROCEDURES

1. The cornerstone of our D-ICP is that DeNovo **obeys without exception all laws and procedures that apply to us** in any of the countries in which we operate together with those laws that touch us for other reasons or those laws that we should nevertheless adhere to. For us, this is not a difficult obligation to discharge, because Integrity is

one of our five non-negotiable core values that mandates and requires us to act at all times with honesty, probity and decency. To us, obeying the law is an inherent part of behaving in a commercially principled and ethical manner.

2. **We abide by the trade laws of all countries in which we operate** including economic sanctions and strictures, and import and export laws, and it is important to appreciate that most countries impose restrictions on the movement of products across their respective borders. Moreover, anti-competitive conduct is **prohibited at DeNovo**, which means that those who work for us and with us shall not engage in any form of agreement or understanding with competitors to fix prices, rig bids, allocate customers and /or restrict supply.

3. Ultimate and final responsibility for ensuring DeNovo complies with the laws and regulations in other jurisdictions and Trinidad and Tobago lies with the Managing Director, supported by Head Legal, Proman TT and External Legal Counsel. Any integrity compliance considerations from the MDI which has legal impacts would be referred to the MD for further consultation and action.

7.1.2.2 PROHIBITION AGAINST BRIBERY AND CORRUPTION

1. **Bribery and corruption are unlawful and unethical, and engaging in such practices is (subject only to the narrow exception below) strictly prohibited for anyone working for, with or on behalf of DeNovo**. Not only do we routinely comply, as a matter of policy, with the counter-corruption laws of Trinidad and Tobago and those aspects of the laws of the United States that apply to us because of our engagement in USD transactions and more (see **ANNEX 5**) for a convenient summary of the material aspects of those laws), but we also strive constantly to conduct ourselves in accordance with international best practice. This means that we strive at all times to meet the commitments set out in international counter-corruption treaties that apply globally, as well as to our region, such as the principles espoused by the Inter-American Convention against Corruption (1996) and its implementation mechanisms advanced by the Organisation of American States ('MESICIC'), the 2018 Lima Commitment and of course the United Nations Convention against Corruption (2005). Similarly, and in particular as they apply to countering corruption, we endeavour to comply with the Ten Principles of the UN Global Compact, the Nine Expectations advanced by the EITI and the 2030 Agenda for Sustainable Development.

2. Acts of corruption are far broader than the mere payment of bribes to secure or retain business. Corruption also includes other nefarious activities such as money laundering and terrorist financing, and we spare no effort to comply with inter alia the 2012 FATF Recommendations, as amended in 2022 (see **ANNEX 6**) for the FATF Recommendations). To be clear, **DeNovo does not engage in, nor does it condone, either money laundering or the funding of terrorist organisations, and such practices amount to prohibited conduct on the part of those who work for or with us or on our behalf**. At DeNovo we define money laundering as the process of hiding illegal funds or making those funds look as though they are legitimate, and this includes the use of legitimate funds to support crime or terrorism. One of our main weapons against money laundering is our strict adherence to our **Integrity Due Diligence Protocols**, which form an integral part of our Risk-based Approach to maintaining our integrity (and which are dealt with in detail below).

3. Those DeNovians who are found to have paid bribes or otherwise engaged in corrupt practices, including but not limited to money laundering and terrorist financing, **shall be dismissed, and referred by us for investigation by relevant law enforcement bodies**. The same approach applies to our Business Partners.

7.1.2.3 BRIBERY & CORRUPTION DEFINED

1. There is no settled definition for what amounts to corruption, but, for the purposes of this D-ICP, we have elected to adopt the definition advanced by Transparency International ('TI'), which is that **corruption is the 'abuse of entrusted power for private gain'**. By way of example, if you are a public official and you accept a bribe to exercise your discretion in favour of the bribe payer, then you have abused the power entrusted to you by the State and you are corrupt. Although Bribery is traditionally seen as only a subset of corruption, those who pay and receive

bribes are corrupt. Bribery is a simple concept, but it can be complex in its execution. For our purposes, bribery means in broad terms **the offering, promising, or giving of something of value to influence improperly a Public Official or private entity in the execution of his, her or its official duty**.

Examples include but are by no means limited.

- payments made to gain advantage in public procurement processes.
- payments to get a faster or better service, for example in the clearance of goods or the issuance of certifications.
- offering, providing, or receiving lavish gifts, entertainment and hospitality or other items of value, such as donations, sponsorships, internships and the payment of school or university fees.
- levels of hospitality disproportionate to a business transaction and/or without a clear business purpose.

7.1.2.4 FACILITATION PAYMENTS

1. Facilitation payments are usually modest payments made to encourage a person to carry out his or her official duty, which is most often administrative in nature, or provide or expedite a service to which DeNovo is already entitled (e.g., paying to have utilities such as water, gas, electricity, and telephones connected or paying to expedite the release of goods from a bonded warehouse etc.). Facilitation payments may on their face appear to be innocuous or even normal in certain societies, but such payments amount to bribes. Subject to the narrow and defined exception set out below, **facilitation payments are prohibited by DeNovo and those who work for, with us or on our behalf are prohibited from making them**.

7.1.2.5 SINGULAR EXCEPTION TO THE PROHIBITION ON PAYING BRIBES

1. The making of facilitation payments and the payment of other forms of bribes may be unavoidable where an urgent or grave threat to public or personal safety arises. The only exception to the rule that bribes, or facilitation payments are prohibited is where DeNovians genuinely perceive a real and immediate risk of personal harm or unlawful detention – to themselves, their colleagues and/or their families – if the payment is not made. If a facilitation payment or wider bribe is made in these circumstances, the payment must be reported as soon as practical to the MDI or another member of the OID and such payments must be recorded in the **Unavoidable Payments Register (“UPR”)**.

7.1.2.6 PRACTICAL GUIDANCE

1. In this paragraph we set out some real-world guidance for dealing with demands for facilitation payments or other forms of bribes, and that guidance is further depicted in **ILLUSTRATION 6**:
   a. In all cases try to remain calm.
   b. Request to see where there is a sign, notice or publication stipulating that the payment and the amount demanded is legally required.
   c. Explain that you work for DeNovo and that its personnel are prohibited by law from making such payments.
   d. Inform the soliciting party that you must receive an official receipt for all such payments and cannot pay without a receipt.
   e. If it is safe to do so, inform the soliciting party that if no official receipt is forthcoming, you will be obliged to report this incident to DeNovo who will be legally obliged to report the matter to the relevant authorities.
   f. Ask to speak to the soliciting party’s supervisor and repeat points b & c above to him/her.
   g. Ask for or try to get the name(s) of the soliciting parties concerned.
   h. If safe to do so, collate evidence for the MDI (e.g., by taking notes and photographs, making recordings, keeping receipts etc.).

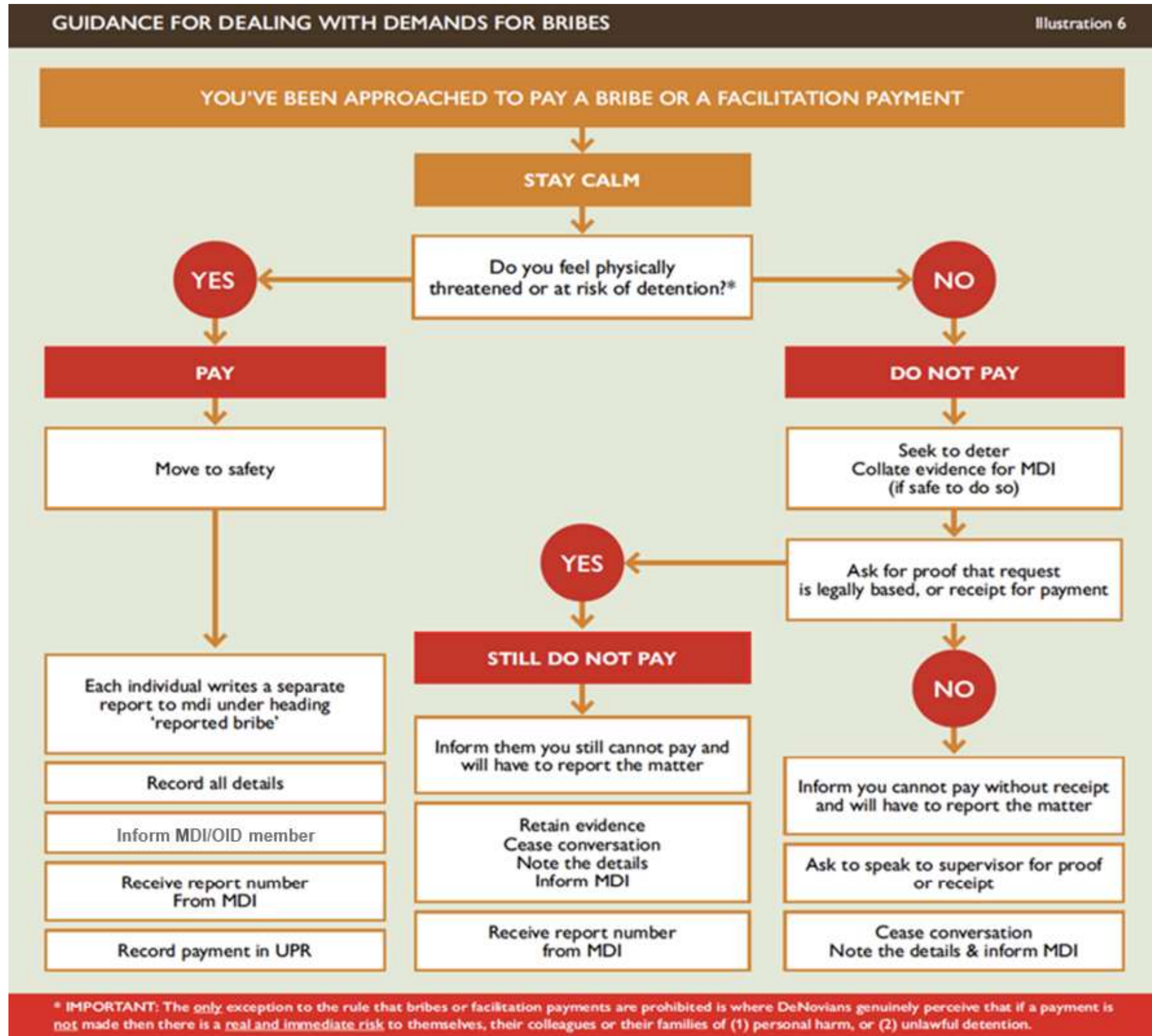


Illustration 6: Guidance for Dealing with Demands for Bribes

2. If you are refused entry or refused the service you require unless you make the facilitation payment or bribe demanded, and are not in any immediate personal danger or risk of unlawful detention from the person(s) demanding the bribe – it is not sufficient that the official(s) appears to be carrying a gun in a holster or is carrying a weapon that he/she is not threatening you with – you must decline to pay the facilitation payment or bribe, and accept that you will not get entry or whatever other permit or service you require.

3. DeNovians, including contracted third parties, shall not be penalised in any way for any adverse business consequences flowing from a refusal to make such facilitation payments or pay such bribes. If you consider that business will be delayed or impeded or your schedule has to be re-arranged as a consequence of your refusal to pay a particular bribe, you should alert those affected and agree a contingency plan to counter or mitigate those consequences.

4. Without exposing you or your colleagues to any risk, try to collect any information you can to include in your report to the MDI and the OID. As soon as practically possible after the incident, you must notify the MDI of the incident in writing, even where the facilitation payment was refused. This enables the MDI to refer the matter to the relevant authorities or local consulate or embassy staff.

5. If you are asked to make a facilitation payment or pay a bribe and you have a genuine perception of immediate and actual personal danger or risk of unlawful detention to yourself or any other person working for or with DeNovo or their families, the following guidance applies:
    a. Once it is clear to you that you or your colleagues or family are in real danger from the individual or individuals demanding the payment, pay it and get away to safety as fast as you can.
    b. Try to get and remember the name of the individuals concerned, any ID numbers, personal descriptions or the registration of their vehicle, the name of the organisation they supposedly represent, rank, insignia, or any other information you can.
    c. Once you are safe and comfortable to do so, you must telephone and e-mail the MDI or any other member of the OID to report the incident. As soon as practically possible thereafter you and any other person involved from the Company, including Business Partners and family, **must individually file separate reports with the MDI**.

6. Following receipt of the individual reports of the incident, and if the MDI is satisfied that this singular exception to the ban on the payment of facilitation payments and bribes applied, the OID will send you a Report Number. When reclaiming the facilitation or bribe payment as part of your expenses (if you had to pay it from your own funds) or recording the payment in the **Unavoidable Payments Register** and relevant accounts, you must describe it as a **Reported Facilitation Payment** and quote the Report Number sent to you by the OID. The MDI will initially deal with the matter with internal finance, auditors, or external authorities. However, it may be necessary for you to explain the matter further if required by auditors or any external agencies or authorities concerned. If the MDI is not satisfied that the exception applies, the matter may lead to disciplinary action and possible criminal sanctions.

7. It is imperative that those who work for and with DeNovo never attempt to disguise such payments when recording them in the relevant books and records of the Company, as this itself constitutes a separate criminal offence and will be dealt with accordingly.

7.1.2.7 REQUIREMENT FOR ENHANCED VIGILANCE AND CARE

POLITICAL CONTRIBUTIONS

1. **At DeNovo, political contributions are prohibited**. Any direct or indirect contributions in whatever form to political parties, movements, committees, and political organisations, or to their representatives and candidates, are strictly forbidden, and any DeNovian found to have made such a contribution using our funds may face disciplinary proceedings that may lead to dismissal from service.

2. The reason for this rule is that political contributions could be construed as a bribe, regardless of the jurisdiction in which they are made, and therefore present a risk of compromise to our integrity. The risk is that political contributions may be construed as the payment of a bribe to influence the exercise of discretion on the part of a public official belonging to that party, especially at a time when we may be seeking to retain or obtain a business advantage, such as to win a contract, obtain a permit or license, or shape legislation favourable to our business.

3. Notwithstanding the prohibition on making political contributions, we do accept that DeNovians, who in their private capacities are members or supporters of a political party, may wish to contribute their own funds in support of their political beliefs. To this end, where a DeNovian chooses, directly or indirectly, to make such donations annually of over USD2,500 they must make a **CONFIDENTIAL DECLARATION** to the MDI as soon as practicable, so that any potential impact upon business relations or conflict of interest can be assessed vis-à-vis the Company's ongoing or future contracts. That declaration will be recorded in our **CONFLICTS OF INTEREST REGISTER**, which is dealt with below. Any political contribution of any amount made personally by any member of DeNovo's Leadership Team, or by his or her immediate family, must always be reported to the MDI and duly recorded.

GIFTS, ENTERTAINMENT & HOSPITALITY

1. At DeNovo, we simply do not break the law, pay bribes, or engage in any other form of corruption, as we value our integrity and the good reputation that flows from it, and we do appreciate that the giving and receiving of gifts, entertainment and hospitality can in certain circumstances cause the perception that corruption is in play. However, commercial courtesy and good manners, all of which are embraced within our **Core Value of Respect** dictate that in certain circumstances DeNovo may have to give an appropriate gift or offer modest entertainment or hospitality, which has as its basis an appropriate and non-prohibited purpose, and it is for this reason that we do not prohibit such behaviour.

2. With the above in mind, we have, as part of this D-ICP, adopted and implemented the following approach to gifts and hospitality. If we give a gift or provide hospitality, that gift or hospitality must always be modest and proportionate and must never be lavish or outlandish. In short, the good sense, judgement, and prudence of DeNovians must always prevail.

3. To this end and in an effort to provide appropriate guidance, so far as:

   a. **Gifts** are concerned, they or any other financial benefit can be either made or received by DeNovians where it is in the context of a commercial courtesy, when it does not compromise our integrity and or that of the recipient, where the gift cannot be construed by a reasonable and impartial observer as aimed at creating an indebtedness or obtaining undue advantages, and when such a gift is in all the circumstances reasonable and bona fide. Gifts given or received must never be in the form of cash or equivalent, such as a voucher, pre-paid card, or free services from the Company. If a cash gift is offered to any DeNovian, it must be refused. Gifts – and for that matter hospitality – should not be offered or received too frequently, and to this end DeNovo prohibits the giving or receiving of gifts, entertainment, or hospitality to the same individual more than four times per annum ('the Rule of Four'). If it is customary to give gifts in a particular country, particularly to mark local cultural or religious occasions, then the presentation of a modest gift is permitted. If it would cause offense for a DeNovian to refuse a gift or decline to offer one, and no local laws are being broken in doing so, then the following may be given or accepted without prior written approval of the MDI.
      i. Corporate or marketing gifts of low value that feature DeNovo's logo (e.g., calendars, coffee mugs, umbrellas, or inexpensive pens etc.).
      ii. Gifts of a value not exceeding USD150 per person given during festive seasons.

   b. **Entertainment and Hospitality** is concerned, most countries recognises that limited generosity, such as providing a business lunch or dinner, is a normal part of business behaviour; however, we must always take care to ensure that offering and providing entertainment and hospitality is not seen as an attempt to influence someone improperly. Entertainment and hospitality, like gifts, should always be modest and never extravagant, and hospitality can be offered to Third Parties, but additional care and caution should always be exercised when public officials are concerned, and hospitality must not be offered to a procurement officer, executive or anyone else involved in decisions on project awards. With this in mind, DeNovians are permitted to offer entertainment and hospitality, and to buy a meal in the absence of obtaining the MDI's prior written approval, provided that meal does not exceed USD150 per person and where the meal would be reasonably seen as working breakfast, lunch or dinner.

4. Outside of the above parameters, the acceptance or giving of all other gifts and hospitality in other jurisdictions outside of Trinidad and Tobago **must be pre- approved in writing by the MDI**, who has the responsibility for ensuring compliance with this aspect of the D-ICP, and certified in accordance with our Expenses Procedure, where a claim for reimbursement is being made. The giving of gifts and hospitality must be pre-approved by the MD regardless of value and jurisdiction.

5. All gifts and hospitality given, regardless of whether the prior approval of the MDI is required or not, must always be recorded in the **GIFTS, HOSPITALITY AND TRAVEL REGISTER** held and administered by the MDI. The entry in the Register must include the date when the hospitality or gifts were given or received, their value, the names of both the giver and the receiver and the basis upon which the gift, entertainment or hospitality was given. The Register shall be used by the MDI to monitor the overall level of gifts, entertainment and hospitality provided to, or accepted from, our Business Partners or potential Business Partners or Third Parties. It will also be used to ensure that the Rule of Four is complied with.

CHARITABLE DONATIONS

1. **Bribes can take the form of charitable contributions or sponsorships,** and, as a consequence, we must always ensure that money paid by DeNovo to a charity is not dependent on, nor made to win, a business deal; if this is the true intent, then such contributions are prohibited. DeNovo seeks to be a good and responsible corporate neighbour to the communities in which we reside and operate, and, as such, charitable donations must only be made by us to charities that are registered under the local country's laws and to those that reflect our beliefs in community, transparency, and honesty. Such donations should preferably be given in kind, such as, for example, the giving by us of sporting equipment or the provision of back packs for children. If a monetary donation is to be made, the funds must always be given to a charitable organisation and not to an individual, and any such monetary contribution made in other jurisdictions outside of Trinidad and Tobago, other than small donations not exceeding USD150 annually, is subject to the prior written approval of the MDI. Approval for any charitable contributions or sponsorships must be approved by the MD regardless of value and jurisdiction.

2. All charitable donations exceeding USD150 made by us must be properly recorded in the **GIFTS, HOSPITALITY AND TRAVEL REGISTER** held and administered by the MDI.

TRAVEL OF PUBLIC OFFICIALS

1. As a general rule, **we will not pay the travel costs of public officials**, because to do so could be perceived by others as the payment by us of a bribe. However, we may on an exceptional basis pay or reimburse government officials for reasonable travel and lodging-related expenses or costs, provided (1) it is customary within the jurisdiction to make such payments and such payments are permitted under local law; (2) the payments relate directly to our opportunity, contract or project objectives; and (3) the payments are approved in advance and in writing by the MDI, and after having first received a written justification for why the travel costs of the public official should be met by us. Where possible and practicable, such travel arrangements shall be made directly by us on behalf of the traveller.

2. Excessive generosity in the class of travel or level if hospitality that could affect or impair the independence or judgment of the recipient, or could make the recipient feel obligated, is prohibited, and will not be authorised by the MDI, because this could be construed to be a bribe. Moreover, cash payments or per diems shall be avoided, and reimbursements for travel and lodging-related expenses must only be paid to the government entity or agency, and not to the official directly.

3. All business entertainment and travel provided to a public official must be moderately scaled and clearly intended to facilitate business discussions. As a general guideline, business entertainment in the form of meals and beverages is acceptable, as long as it is in line with local law, and the class of travel, accommodation and meals offered should be that to which the official would normally be entitled at his own government's expense. Hospitality should never extend to paying for an official to stay on during a work trip (e.g., for an extra weekend). Furthermore, accompanying spouse travel must never be paid for, unless the spouse is a valid candidate for the visit in his or her own right, as an official working in a relevant field.

4. If a family member nevertheless accompanies the relevant person on the trip, the Company will not pay or reimburse any expenses of such a family member. Notwithstanding the fact that we shall never pay for the travelling expenses of a public official's spouse or family member, we nevertheless frown upon and will always actively discourage such travel.

5. Company expenditure in respect of entertainment, hospitality and travel shown to a public official must routinely be recorded in our **GIFTS, HOSPITALITY AND TRAVEL REGISTER**, which is held and administered by the MDI. The entry in the Register must include the date when the entertainment, hospitality or travel occurred, the respective value and the names of those involved. Entries into the Register must be made as soon as practicable, but no later than ten (10) working days after the entertainment, hospitality or travel was provided.

6. For additional information and guidance in respect of our **Zero Tolerance Approach to Corruption** in all its various forms, see our **COUNTER-CORRUPTION POLICY** (**DELI-GEN-DEL-HR-POL-0002)**. As in all cases where you may have a question in respect of this D-ICP or your responsibility to act in accordance with our values, you should without hesitation approach our MDI or the OID for advice and direction.

7.1.3 ADHERENCE TO CORE VALUES

1. Our **FIVE CORE VALUES**, which are our guiding principles, drive our business and imbue us with a sense of decency that promotes our culture of integrity. Those values of **Integrity, Fairness, Respect, Safety**, and **Innovation** are embodied in our **CODE OF CONDUCT** ('the Code', which can be seen at **DEL1-GEN-DEL-HR-COC-0001**), which provides an ethical road map that all DeNovians, whether they are members of the Board, Directors, or employees, are obliged to follow. Compliance with our Code is not discretionary but mandatory, and a failure to comply with its provisions may well lead to disciplinary proceedings and ultimately dismissal from the Company. The Code applies equally to our Business Partners, and we expect them to comply with it when working for or with us or on our behalf.

2. The Code forms an integral part of our D-ICP because it is intended to be a deterrent to unethical behaviour. It therefore forms a vital part of our armoury protecting us from becoming snared in corrupt and other sanctionable practices in highly complex integrity jurisdictions.

3. Not only has our Code been published as part of our D-ICP, but DeNovians and all those who work for, with us or on our behalf have been provided with a copy of it, and they have duly signed to say that they have received, read, and understood it, and that they will comply with it. Training on our Code forms an important part of the mandatory training provided on the D-ICP, which is described in greater detail below.

7.1.4 RISK-BASED APPROACH

1. Pivotal to our determination to protect our integrity throughout all of our operations is our reliance upon a proactive Risk-Based Approach to countering corruption in all of its various forms, including money laundering and terrorist financing. This Risk-Based Approach to integrity dovetails with and forms an integrated part of our broader approach to risk within our business, as predicated by our implementation of and strict adherence to the broader **DeNovo Operations Management System** ('DOMS'), further and relevant details of which can be found at **DEL1-GEN-DEL-OP-STD-0004**.

2. What we mean by a Risk-Based Approach to integrity is that we actively seek to understand, identify, and anticipate corruption risks to which we may be exposed, and we take the appropriate mitigation measures to counter those risks in accordance with the level of risk that we face. Practically, this means that we routinely and methodically identify and assess the integrity risks of where and with whom we intend to do business. We achieve this key objective by:

a. undertaking **Periodic Integrity Risk Assessments** ('PIRAs') that ensure that our D-ICP does not remain static but evolves over time to address and mitigate new integrity risks that we will inevitably face as our business expands or as the risk paradigm changes. To this end, the MDI shall undertake both scheduled and ad hoc PIRAs. PIRAs shall be conducted routinely by the MDI every eighteen (18) months and that Assessment will lead to the production by the OID of a **PIRA Report**, which will include recommendations on whether the D-ICP needs to be modified to react to new integrity risks and threats. Moreover, the MDI has the discretion to conduct ad hoc PIRAs should he or she feel that the integrity risks faced by the Company may be heightened due to changing events, such as a decision to move into a new jurisdiction or where material changes have occurred within a jurisdiction in which we are already operating. Significant risks identified as part of a PIRA will be included in the DeNovo Operations Risk Register.
b. adhering to and implementing in our integrity decision making process the **CONCEPT OF THE 6Ps & THE 2Ks™**, which is the notion that, in so far as counter-corruption is concerned, **Prior Preparation and Precaution Prevents Perversion and Prosecution** and that 'Preparation and Precaution' turns on **Knowing and Understanding the Jurisdiction** in which you intend to operate and **Knowing the People and Entities** that you intend to engage with (e.g., public officials), work with (e.g., counterparties) and for (e.g., clients). Within this context, knowledge is secured by the attainment of information, and we secure that information through the application of our **INTEGRITY DUE DILIGENCE PROTOCOLS**, ('our IDDPs'), as set out in this D-ICP.

3. Our IDDPs embrace variously (1) the identification and scrutiny of **Corruption Red Flags**; as set out at **(ANNEX 7)**; (2) the conduct of **Open Source Enquiries**, based upon heightened risk results and augmented, as necessary, by **Enhanced Due Diligence**, which may involve investigative activity including, but not limited to, reliance upon intelligence analysis and reports undertaken and produced by specialist third party providers; and (3) the requirement imposed by us on our prospective interlocutors and partners to answer our **Integrity Interrogatories**, an example of which – **THE DeNovo INTEGRITY DUE DILIGENCE QUESTIONNAIRE FOR PROSPECTIVE BUSINESS PARTNERS**, which is based on and shaped by the answers to the questions posed in our prospective Business Partners **INTEGRITY RISK ASSESSMENT FORM** **(DEL1-GEN-DEL-BD-FRM-0001)**. The responsibility for managing and maintaining our IDDPs lies with the MDI and the Integrity Officers within the OID. The OID is therefore in the vanguard our of Risk-based Approach to countering corruption, as it is that Office that undertakes the actions required by our Protocols.

4. The type of information that we seek through our IDDPs includes, but is not limited to:

a. **Background Information**, including ultimate beneficial ownership and affiliates, which permits us to identify and assess experience and competence, the involvement of Politically Exposed Persons ('PEPS' i.e., someone who, through their prominent position or influence is more susceptible to being involved in bribery or corruption) and public officials, including government officials and their family members, front or shell companies for AML purposes, collusion with employees and clients, and other business relationships;
b. **Location**, which permits us to identify and assess the corruption risks associated with operating within a specific location by, for example, reference to Transparency International's Corruption Perception Index.
c. **Other Business Interest & Affiliations**, which permits us to identify and assess conflicts of interest.
d. **Adverse Media**, which permits us to identify and assess evidence of past or current corruption, unethical business practices, involvement in money laundering, involvement in terrorist financing, involvement in tax evasion, links to organised crime and other reputational issues.
e. **Litigation**, which permits us to identify and assess involvement in legal proceedings and other crimes.
f. **Political Affiliations**, which permits us to identify and assess inappropriate political support and links to politically exposed persons and entities.
g. **Sanctions and High-Risk Entities Screening**, which permits us to identify and assess business operations in e.g., countries sanctioned by the US Treasury Department's Office of Foreign Asset Control ("OFAC").

h. **Regulatory Screening**, which permits us to identify and assess action by competent authorities for lapses and defaults.
i. **Financial Position Screening**, which permits us to identify and assess a snapshot of the counterparty's past and present financial position together with the counterparty's capacity to execute commitments.
j. **Credit History and Reference Checks**, which permits us to identify and assess credit defaults and bankruptcies.

5. Securing the information outlined above is intended to enable us to make informed decisions, based upon the risks identified, as to whether we can mitigate those risks sufficiently to enable us to conduct our business in accordance with our ethics, values, and principles. Moreover, our proactive Risk-based Approach to ensuring, as far as possible, that we do not engage, work with or for corrupt entities is strengthened further by our insistence on inter alia **Compliance Certification** on the part of our Business Partners and the need to enter into **Counter-Corruption Agreements**, routine **Monitoring of the Project**, and our mandatory **Integrity Compliance Training** requirements; all of which are discussed in more detail below.

6. Where it may be necessary to onboarding PBPs who may possess a heightened level of risk, (for example in a situation where the owner/ executive of the PBP has a family member who is a public official), risk mitigation and the required risk mitigation responses would form part of our Risk Assessment process, which would be periodically executed and monitored.

7.1.5 APPLICATION OF THE RBA TO BUSINESS PARTNERS, AGENTS, AND EMPLOYEES

7.1.5.1 APPLICATION TO BUSINESS PARTNERS

1. Where DeNovo enters into a contract with a Business Partner, such as an agent or contractor, we run the risk of liability for the corrupt or sanctionable actions of that person or entity. As such, as an integral part of our Risk-based Approach, **we require that Business Partners, including agents, must never solicit, promise, offer or give a bribe or other improper payment or inducement**. They must also refrain from conduct liable to be defined as a sanctionable practice, such as coercion, collusion or gaining an unfair competitive advantage, misstatements or misleading statements on tender or bid documents, even if no improper payment is agreed. **Any violations of this prohibition by our Business Partners will result in immediate termination of any contract and a cessation of any further dealings.**

2. When considering entering into a contract with a potential Business Partner, such as an agent, it is mandatory, as part of our IDDPs, to establish that.

   a. there is a genuine need for the services being procured and that those services cannot be provided by someone within the Company.
   b. the Business Partner has the appropriate skills and experience needed to provide the services.
   c. the remuneration to be paid to the Business Partner is fair and reasonable and reflects market conditions.
   d. We will only pay fees at market rates, and they should be justifiable in light of the level of services to be provided by the Business Partner, and quantifiable against measurable deliverables.

3. Our MDI is, as part of this D-ICP, required to keep a **LIST OF APPROVED BUSINESS PARTNERS**. When considering a new Business Partner to add to that list, due diligence (of, e.g., any proposed agent) must be undertaken in accordance with our IDDPs, as set out above, before any contract, memorandum of understanding, joint venture agreement or similar contract being executed with the party, although in the interests of expediency and where there are no apparent Red Flags, due diligence may exceptionally be undertaken while the negotiation of such contracts takes place. However, should such due diligence reveal unreasonable risks, then any contract negotiations will be terminated forthwith.

4. Once our IDDPs have been complied with and suitable due diligence undertaken by the OID, the analysis (including any supporting evidence) shall be presented by an OID Integrity Officer to the MDI, who shall either approve the Business Partner or reject it. The MDI may also recommend that further inquiries be undertaken, and the due diligence analysis may be resubmitted for consideration once such inquiries have been completed. The MDI is at liberty to verify any of the supporting material in an application to have a party approved and will do so at regular intervals. The MDI shall also frequently consult the **Debarment Lists** published by the World Bank Group and other integrity units within and outside of the multilateral development banks and update the OID's due diligence records accordingly.

5. Where our IDDPs require that documents are disclosed by a prospective Business Partner, a confidentiality agreement, usually in the form of a Non-Disclosure Agreement ('NDA') may be signed by us, for the purpose of receiving commercial or other sensitive information relating to the Business Partner. Such an agreement shall not give rise to any entitlement or expectation of a subsequent commercial contract, and it shall operate independently of any confidentiality provisions for the purpose of jointly preparing a tender or other business transaction.

6. IDD on potential Business Partners such as agents, sub-contractors, and joint venture partners, include research, using both publicly available records, internet searches where relevant, and market intelligence, about factors including, but not limited to:

   a. the reputation in the local market and internationally of the Business Partner, and its management, if not an individual.
   b. the beneficial ownership of the Business Partner.
   c. potential for any risk of corruption or conflict of interest.
   d. activities performed by the Business Partner – some aspects of their business may not be compatible with our **FIVE CORE VALUES**.
   e. business or social contacts with local government officials, departments, or politically exposed persons.
   f. any history of unethical or criminal behaviour by the Business Partner or its management.
   g. reputation for cutting corners or supplying unreliable goods or services.

7. Compliance with our IDDPs allows us to determine and document the following:
   a. there are no, limited, or manageable concerns about the Business Partner's integrity (e.g., allegations that they have previously been involved in improper conduct, or an ongoing investigation or prosecution).
   b. they have not been debarred from acting in the way proposed.
   c. they have the appropriate expertise and resources to provide the services for which they are being retained by DeNovo.
   d. if they are a company, they have an acceptable internal counter-corruption policy and procedures comparable to our D-ICP. Where a company is unwilling to put this in place, or it is not possible to verify the quality of their integrity policies and procedures, this will be classed by us as a highly negative and prejudicial factor and shall be taken into account in making the risk assessment.

8. Common sense must and will be applied when implementing our IDDPs. Some potential Business Partners will present a very low integrity and corruption risk, and, as such, a lower risk overall. In such circumstances, it may be that reduced due diligence is sufficient, or, in certain circumstances, can be dispensed altogether (although this would be highly unusual), such as where we have worked regularly and closely with that partner in the past and we are completely satisfied with their integrity. Examples may include lawyers or accountants that are well-known and reputable, and domiciled and properly regulated in a low-risk jurisdiction.

9. The level of due diligence applied should reflect the level of perceived risk posed by the appointment. A Business Partner that, for example, is paid to introduce customers to us, or to interact with public officials on our behalf, will

pose the highest potential corruption risk. Such High-Risk Parties are also most likely to promote their network of contacts within (or formerly within) government departments.

10. If any DeNovian feels that reduced due diligence or exceptionally that no due diligence is necessary, an application shall be submitted to the MDI specifying the basis upon which our standard due diligence requirements can be modified or waived or dispensed with altogether. DeNovians are also encouraged to ask other Company employees whether they have had any experience dealing with the Business Partner or are aware of any business intelligence relating to them.

11. As noted above, High-Risk Parties, and any others identified by us, will need, and will be subjected to a more thorough or enhanced integrity due diligence review prior to a determination by us on whether to retain them. If the identified integrity risks come anywhere close to outweighing the benefit of any such engagement, then no engagement shall occur. Categories of potential high-risk partners may include, but are not limited to, the following and whether they are in fact retained by us will depend upon whether we determine that the risks of doing so can be suitably mitigated:
    a. Any Business
        i. that will be engaged to deal directly with a public official on our behalf, where that official has discretionary authority over some matter impacting or involving DeNovo.
        ii. engaged to interact with public officials that is compensated on the basis of their success in securing a contract, or licence to operate, or permit, or increasing business, or reputation for cutting corners or supplying unreliable goods or services.
    b. Third Parties who are located in or doing business in a country with high levels of bribery.

12. Potential sources of information consulted, as part of complying with our IDDPs, may include, but are not limited to:
    a. internet searches concerning the Business Partner and its management being linked to corrupt or sanctionable practices.
    b. searches of structured or propriety databases.
    c. news stories in the local and international press.
    d. lists of parties ineligible to participate in MDB funded contracts.
    e. MDB contract databases to determine in which jurisdictions and for which government departments or ministries the Business Partner has worked.
    f. Companies House or local equivalent commercial register in the case of overseas parties; intelligence reports from specialist third party integrity providers.
    g. accounting records.
    h. evidence of personal qualifications or diplomas.
    i. references sought from previous clients, employers, joint venture partners, co-workers, or education establishments.
    j. references sought from Trinidad and Tobago embassy staff or local Trinidad and Tobago Consulate offices.
    k. verification of headquartered address (e.g., that it is a real address and not a PO Box). This can sometimes be undertaken by a local representative who can visit the premises.

13. We obligate our potential Business Partners to be truthful and complete in providing us with requested documentation. Moreover, we are not timid about requiring Business Partners to declare previous misconduct, sanctions, or whether the Business Partner is under investigation by an integrity unit or national prosecutorial authority. Business Partners will be encouraged by us to complete, as expeditiously as possible, our **Integrity Due Diligence Questionnaire** and a wilful failure to do so will be fatal in deciding whether or not to engage the party. Should any 'red flags' be apparent on the questionnaire, follow-up enquiries with the Business Partner must be undertaken.

14. At DeNovo, we subscribe to a Rebuttable Presumption that we will not enter into a business relationship with an individual or entity that (1) is subject to an administrative debarment or under investigation for the commission of a sanctionable practice by, for example, an MDB; and (2) is under investigation for or has been convicted of bribery or fraud.

15. Where it transpires that a Business Partner has committed misconduct in the past, or has been subject to sanction, it may be invited by us to make representations as to its involvement in the misconduct, the level of the sanction, how it remedied and responded to such misconduct, and which processes were put into place to avoid repetition of the same misconduct, such as an ICP or improved transparency. This will assist our MDI in undertaking an assessment of whether or not the proposed Business Partner poses an integrity risk to us. If the conclusion is that no such risk exists or, if it does, that the risk is acceptable, then the above- mentioned presumption will be rebutted.

16. Where a DeNovian holds, directly or indirectly, 10% of the equity in a Business Partner, they must make a **CONFIDENTIAL DECLARATION** to the MDI as soon as practicable, so that any potential impact upon business relations or conflict of interest can be assessed vis-à-vis any engagement or ongoing or future contracts. Should the MDI determine in these circumstances that a conflict of interest arises and that the conflict is impermissible or unmanageable, then the proposed Business Partner shall not be retained by us. In any event, if the Business Partner is retained, then the DeNovian concerned will be disqualified from all engagements with or deliberations affecting that Business Partner. Any such declaration will be recorded in our **CONFLICTS OF INTEREST REGISTER**, which is held and maintained by the MDI.

17. Where appropriate, Business Partners, such as consultants, agents, and local representatives, shall be expected to participate in the **INTEGRITY COMPLIANCE TRAINING PROGRAMME**, as described later in this D-ICP, as part of their introduction to DeNovo. Absent good cause, such as where the Business Partners' own integrity training matches our own, a refusal to participate in our training will not be countenanced and may lead to the demise of the existing business relationship together with any future relationship.

18. Additionally, every effort will be made by us to ensure that Business Partners, such as agents, clearly understand how and why they are expected to behave when doing business for or with us. The Business Partner must clearly understand this D-ICP; a copy of which shall be provided to them prior to contract negotiations by the person responsible for engaging the Business Partner. They shall be required to sign our **COMPLIANCE CERTIFICATION FOR BUSINESS PARTNERS**, a copy of which is at **ANNEX 9**, to certify that they will operate with integrity and in a corruption-free manner. The Compliance Certification, which shall be held and maintained by the MDI, shall also stipulate that the Business Partner shall self- declare to us should they come under investigation or be sanctioned by, for example, any of the MDBs or national prosecutorial authorities in respect of either the project governed by the contract or any other project. Refusal by a Business Partner to agree to this may prove fatal in assessing whether to enter into a business relationship with that party. However, where the Business Partner already has appropriate counter- corruption procedures of its own in place, equivalent to our D-ICP, these procedures may be accepted as sufficient for our purposes.

    All contracts with Business Partners shall be in writing, accord with our policies and shall clearly state the terms of business. Moreover, the contract shall:

    a) record in reasonable detail the nature of the service to be provided by the Business Partner.
    b) clearly record the fees payable or method by which the fees or profit share will be calculated.
    c) record the mechanism by which the fees will be paid (e.g., by bank transfer). There must be transparency around the bank account into which the fees are to be paid. Payment of fees or expenses must normally be made directly to the Business Partner in the relevant country. Any request by the Business Partner to pay fees into an offshore bank account shall be refused, unless there are genuine and legitimate business reasons

for doing so, and the payment process is approved in writing by the MDI. For the avoidance of doubt, tax avoidance does not to us constitute a legitimate business reason.

19. Records of all payments made by DeNovo to the Business Partner (e.g., agents) must also be maintained in accordance with our Financial Procedures, including the account to which the payment was made, the contract or invoice to which the payment relates, and (if not clear on the face of the contract) the reason for the payment. Invoices should be itemised where appropriate. Records shall be kept for at least six years – or more dependent on the audit requirements of the particular project – from the date of payment or the completion of contract implementation, whichever is later.

20. The activities of our Business Partners, such as agents, will be closely and regularly monitored to ensure continued compliance with our integrity standards, and this monitoring will include:

    a. services provided by the Business Partners, both with regard to quality and promptness of delivery.
    b. investigation of all concerns that come to our attention.
    c. ensuring that expenditure is in line with the agreement in place between us.

21. The MDI shall direct (but may delegate within the Company) such monitoring through methods including, but not limited to:
    a. insisting on disclosure of documentation of the services actually rendered before paying the contractual consideration or expenses.
    b. reviewing and approving payment requests and expenses, including querying expenses that appear inappropriate or excessive.
    c. suspending payments to the Business Partner pending investigation into any reports or suspicions that the Business Partner has made or will make improper payments or gifts or has committed or will commit an act that offends this D-ICP.

22. Furthermore, if a Business Partner acts on our behalf, for example as an agent or joint venture partner, inquiries will be made regularly by the OID during contract implementation to determine the nature and purpose of the interactions, if any, the Business Partner is taking on our behalf or on behalf of the consortium or joint venture.

23. Business Partners, including agents and intermediaries, shall be required annually to provide the OID with a written **ANTI BRIBERY PLEDGE** in which they confirm that they have not committed an integrity breach in the past twelve months and that they vow to maintain this position in the year to come (and on this see more below). Any failure to provide such a pledge will result in termination of their contract or future business dealings with them. During the implementation of the contract, Business Partners (as well as certain Third Parties) will be kept informed by the OID of any material changes to our D-ICP and notified as soon as practicable of any revisions. As part of the notification process, they shall be asked to sign a **TAKE NOTE DECLARATION**, an example of which appears at **ANNEX 11**, in which they acknowledge that they have read and understood the changes, and that they shall continue to adhere to the D-ICP in its amended form.

7.1.5.2 APPLICATION TO AGENTS

1. Agents by their very nature are often considered 'high risk' within any risk-based counter-corruption matrix. Although DeNovo does not make extensive use of agents and although we treat those that we do engage as Business Partners, such that the above section of this D-ICP applies to them, we nevertheless appreciate and accept that, within the context of countering corruption, **the use of agents may be seen by some as a fluttering Red Flag**. It is for this reason that we treat them as High-Risk Parties (see above) and take enhanced care in their recruitment and management, such that additional procedures apply, as set out below.

2. Agents can perform necessary and useful services for DeNovo, especially as we expand into new jurisdictions. The CRO will likely engage and make use of agents for a variety of services. For example, a local representative who is fluent in Spanish and who can undertake administrative tasks, such as arranging meetings, hand-delivering proposals for licenses and submissions, arranging accommodation and interpreters for our employees and consultants, and so on, is extremely useful. Permanent local representatives may also be needed to augment the CRO and assist with business development, establishing our presence in the market or setting up and/or managing our business premises within the country.

3. DeNovo enforces a Zero Tolerance Approach to Corruption, so our rule in terms of the behaviour of our agents is clear and simply put, and it is that they are prohibited from paying or receiving bribes for and on behalf of the Company in any form, and any deviation from this rule will – at a minimum – lead to the immediate termination of their contracts with the Company. Moreover, our agents must also refrain from conduct liable to be defined as a sanctionable practice, such as coercion, collusion or gaining an unfair competitive advantage, misstatements or misleading statements on tender or bid documents, even if no improper payment is agreed.

4. Any misconduct on the part our agents is of concern to us, as we may be held vicariously liable for their acts and omissions, and that is why we insist on assiduous vetting and monitoring of those that we engage. Our **INTEGRITY DUE DILIGENCE PROTOCOLS**, as set out in detail above, will be rigorously adhered to when contemplating and engaging any agent. In addition, **Contracts with agents and intermediaries are subject to the prior written approval of the MDI** and a written justification for the agent's engagement shall be provided by the DeNovian wishing to engage the agent. The justification shall include a short overview of the project, if applicable, the agent's special expertise or local knowledge, and set out a legitimate business case justifying their retention, which shall include why the proposed service cannot be undertaken by a DeNovian or someone else within DeNovo, and the selected method of remuneration. If the engagement is in other jurisdictions outside of Trinidad and Tobago, the written justification to the MDI will be prepared and submitted by the DIO in the CRO.

5. Once an agent has been accepted by the MDI, the following must take.

    a. The agent will be subject to an in-person meeting with a member of the OID to discuss our insistence on maintaining exemplary levels of integrity in all our business dealings, which in respect of agents in other jurisdictions outside of Trinidad and Tobago will likely be with the DIO.
    b. The agent will be required to (1) sign for and confirm that he or she has read, understood and will comply with the content of this D-ICP, inclusive of the **CODE OF CONDUCT**; and (2) sign, like any other Business Partner, our **COMPLIANCE CERTIFICATION FOR BUSINESS PARTNERS** in which the agent promises to operate with integrity and in a corruption free manner; and (3) provide us annually with an **ANTI BRIBERY PLEDGE** in which they confirm that they have not committed an integrity breach in the past twelve months and that they undertake to maintain this position in the year to come.

6. In addition:
    a. For contracts in excess of USD50,000, the Company will require the agent to sign a more comprehensive **COUNTER-CORRUPTION AGREEMENT** a copy of which is at **ANNEX 11**. In this agreement, the agent, at a minimum, must (1) pledge and warrant that he or she has not and will not pay bribes or engage in any form of corrupt activity for and on behalf of the Company; (2) agree to indemnify us for any harm caused for breach of the pledge and warranty; and (3) agree to act in good faith and abide by all relevant laws and this D-ICP, including our **CODE OF CONDUCT**; and
    b. The MDI shall maintain, on top of the List of Approved Business Partners, as referred to above, a **RECORD OF AGENTS** that will list all the agents engaged by us. The Record of Agents shall contain, at a minimum, all our Agents' names and contact details, together with their respective contracts. Furthermore, the Record of Agents shall contain for each agent engaged a short explanation for why they have been engaged, how we identified them and how much they are being paid by us for their services.

7. Agents shall only be engaged by us by means of a written contract, which must specify the specific services being provided to DeNovo and which must contain robust counter-corruption provisions of the type set out in our Anti-Corruption Agreement, referred to above, and to which the Anti-Corruption Agreement must be routinely attached. Furthermore, and in accordance with their contract with us, agents shall be required to keep thorough books and records, and hand them to the Company upon demand for inspection and audit, as required. They shall also be required to cooperate with our internal investigations, should such investigations prove to be necessary. Failure to cooperate or behaviour liable to constitute obstruction of an internal investigation will result in termination of their contract.

8. Unless excused on good grounds by the MDI (e.g., where the agent's own level of integrity training meets in the MDI's view that of the Company), all agents and intermediaries will be required to undertake our **INTEGRITY COMPLIANCE TRAINING PROGRAMME**, scheduled refresher courses or other compliance training, as appropriate. Any refusal to do so will result in termination of the contractual arrangement.

9. The remuneration of our **agents shall be at a rate proportionate to the work being undertaken and the services delivered**. Any commission payments must be approved in writing by the MDI. Fee uplifts (sometimes referred to as 'success fees') are not encouraged and **are to be avoided**, if at all possible. Special consideration should be given to the reasonableness and commercial justification for any such success fees or other similar lump sum compensation not tied to fees for hours of work. Calculation of fees based on a percentage of the project contract value shall not exceed 5%, except with the written approval of the MDI and that approval shall only be given in exceptional circumstances. The size, complexity, local input, and duration of a project are all factors that can determine the amount of commission.

10. When dealing with agents, some of whom may be liaising directly on our behalf with public officials, we must always be vigilant and remain on guard, which includes taking care to avoid remuneration arrangements that might be susceptible to abuse by an agent in the sense of making improper payments to local government officials. Such arrangements might take the form of advance payment of fees or involve purported reimbursement for gifts, entertainment or hospitality that would, on its face, violate the letter and spirit of our policy in this regard. In no instance shall an agent be reimbursed for any costs in the absence of appropriate documentation proving that those costs were legitimately incurred. The reasonable business entertainment expenses of an agent can, however, be reimbursed, subject to prior approval of the parties to be entertained together with that of the MDI. Our agents shall be required to keep the MDI informed of the purpose of the entertainment and identity the individuals concerned and their role. Any expenditure on entertainment incurred by an agent or any gift of any nature or size provided by or to an agent must always be recorded in the **GIFTS, HOSPITALITY AND TRAVEL REGISTER** held and administered by the MDI, and a failure to do so will jeopardise the agent's contract. For the avoidance of all doubt, such gifts, entertainment, and hospitality must comply with our policy in this regard, as set out above.

11. In light of what is said above, our agents' fees and reimbursements shall only be paid upon the submission of a written invoice and commissions, if applicable, will only be paid upon completion or fulfilment of a contract or award to the Company. **Prepayment of commissions is prohibited**. Payment of fees, commissions or reimbursements shall not be paid by us in cash, unless such payment is justified on exceptional grounds, to be determined by the MDI, or fall under the threshold of USD500. In such an instance, a full written justification shall be required from the appropriate business unit within DeNovo and presented to the MDI for his or her decision on whether such a payment is to be allowed. All such justifications shall be held by the MDI and shall be subject to audit, as necessary.

12. Whenever required, either by law, in conformity with procurement regulations, or upon express request, we shall declare our use of agents and intermediaries in business transactions, such as when, for example, we submit a tender. Where requested, the declaration shall also include the rate of remuneration and the basis for its calculation.

13. In all matters relating to DeNovo, our agents shall use a Company domain email address for correspondence. If it is not possible to establish an email account on our domain for practical reasons, an ad hoc secure web-based email account shall be set up exclusively for this purpose and shall be accessible by the agent, the DeNovian responsible for liaising with the agent and the MDI. We will own the email account and its existence and details will be routinely recorded in the **RECORD OF AGENTS** held and administered by the MDI.

7.1.5.3 APPLICATION TO EMPLOYEES

1. In the same manner in which we apply our Risk-Based Approach to maintaining our integrity to our Business Partners together with our Agents, we also extend it to those that we employ within the Company. Relevant aspects of our **INTEGRITY DUE DILIGENCE PROTOCOLS** will apply to pre-employment vetting because we need to know who we are employing before they are employed. We need to have complete confidence that all DeNovians share our **FIVE CORE VALUES** of **Integrity, Fairness, Respect, Safety**, and **Innovation**.

2. We simply cannot take the legal and reputational risks of employing a dishonest person and, as far as possible, we will take steps to mitigate this risk. To this end, adherence to our IDDPs will include the taking of references and our employment contracts will contain representations and warranties on behalf of the employee that they will act at all times with integrity and that they have never and will never engage in a corrupt practice whilst in the employ of the Company. Furthermore, all DeNovians will be required (1) to confirm in writing that they have received a copy of the **CODE OF CONDUCT** and that they have duly read and understood it, and a form to this effect is at **DEL1-GEN-DEL-HR-COC-0001**; (2) to take annually an **ANTI-BRIBERY & CONFLICT OF INTEREST PLEDGE** in the form set out at **(ANNEX 13)**, in which they will be required to certify that they have complied and in the following year will continue to comply with all relevant aspects of this D-ICP, including our **CODE OF CONDUCT**, and that no conflicts of interest have arisen and if they have arisen that they have been duly reported within good time to the MDI; (3) on joining DeNovo, and annually, to comply with our **INTEGRITY COMPLIANCE TRAINING PROGRAMME**, as described below; (4) to use the Company's email system when communicating on Company business. The use of private emails is prohibited when undertaking business on behalf of DeNovo, as is the use of WhatsApp and other similar applications; and (5) to take a minimum block of two weeks' leave annually, which should give sufficient time for any abnormalities to be discovered by colleagues, should such abnormalities exist. This requirement is capable of being waived in exceptional circumstances by the MDI.

3. In addition, all members of DeNovo's Senior Management Team together with those DeNovians involved in procurement or those stationed in Representative Offices in our countries of operation, such as the CRO, will be required to participate in our **FINANCIAL DISCLOSURE PROGRAMME**, as administered by the MDI. This is a programme under which participants are required annually to disclose their income, financial assets, investments, and net worth derived from all sources confidentially to the MDI. This will enable the MDI to undertake, (1) a conflict-of-interest check; and (2) if and when necessary, a discreet net worth analysis of any DeNovian within the Programme who is displaying wealth beyond their perceived means and, in so doing, dispel any perception or allegation that they have received a bribe or otherwise engaged in a corrupt or fraudulent practice.

4. Any DeNovian and/or his or her immediate family who have obtained equity of 10% or more in a Company that we are working with or for or who otherwise has, or believes that he or she may have, a conflict of interest of any nature, whether actual or apparent, **is required to disclose that conflict or potential conflict as soon as practical by means of a Confidential Declaration to the MDI for review and determination**. That Confidential Declaration to the MDI is to be made by using the **CONFLICT-OF-INTEREST DISCLOSURE FORM**, a copy of which is at **ANNEX 14**; all of which are held, administered, and managed by the MDI. There is no derogation from this rule, as to us it goes to integrity and turns on honesty and probity. If after due consideration the MDI determines that a conflict of interest arises, the conflict together with its resolution and outcome will be entered into our **CONFLICTS OF INTEREST REGISTER**, which is held, administered, and managed by the MDI. All submitted Disclosure Forms will be annexed by the MDI to the Register.

5. In some cases, a serving or former government official, current or prospective Business Partner, vendor or customer may attempt to influence the employment process at DeNovo by asking us to help find a job for a relative or friend or suggest that a relative or friend be offered an internship or similar position within the Company. In other cases, they might seek to play a role in a future hiring decision, or they may seek employment for themselves in anticipation of leaving a current position.

6. While there is no absolute prohibition on employing persons recommended by others, **offers of employment shall not be given in exchange for or to reward any benefit received by DeNovo or to curry favour, and DeNovians shall not offer employment in order to seek any advantage in any business negotiation**. If anyone offers to give a benefit to us in exchange for the Company's employment of a suggested person, or if they threaten to take adverse action if the suggested person is not hired, the suggested person must not be employed. Any such instances must be reported immediately to the MDI.

7. Similarly, there is no absolute prohibition on hiring persons related to or in a relationship with a DeNovian, or for that matter contracted third parties, so long as it is not in exchange for or to reward any benefit received by the Company, and the relationship is openly and transparently declared in the recruitment process. A failure proactively to disclose a prior existing relationship by the candidate shall cause his or her application for employment to be withdrawn permanently from consideration and the DeNovian shall face disciplinary proceedings. Any recruitment decisions shall be subject to the merit of the candidate alone and no candidate shall be given preference over another equally suitable candidate on the basis of a prior existing relationship.

7.1.6 SANCTIONS MANAGEMENT

1. At DeNovo, we abide by the law and that includes complying with international sanctions that may be imposed against any country in which we operate or in which we wish to operate. **ANNEX 9** details the list of sanctions from the US Department of State which DeNovo complies with.

2. We are very much alive to, and cognisant of, the international sanctions regime, and, as an integral part of our **Risk-Based Approach** to preserving our integrity, we recognise the significant challenges that this regime poses to us. It is for this reason that we have adopted a **SANCTIONS MANAGEMENT PROTOCOL** that is built upon our **AUIM Platform™**. **AUIM** is our acronym for **Ascertain, Understand, Identify** and **Monitor**. We **Ascertain** those states and organisations that have imposed sanctions against various countries and/or its officials; **Understand** the reasons for why those sanctions have been imposed together with their scope; **Identify** the targets of the sanctions; and **monitor** the applicability of those sanctions to our actual or possible business opportunities by routinely scanning the international sanction regime.

3. The significance that we place on ensuring that, as a company, DeNovo complies with and does not violate or otherwise infringe those international sanctions imposed against other countries and its officials, whether we are obliged to or not, is evidenced by the fact that an Integrity Officer within the OID is charged with the responsibility of monitoring all such sanctions, including those imposed against individuals, companies, and vessels, to ensure compliance.

7.1.7 FINANCIAL CONTROLS AND RECORD KEEPING

1. Our bond to **Integrity** as part of our FIVE CORE VALUES, when taken together with our commitment to support the EITI Expectations and the Principles of the UN Global Compact, require us to **operate tight and robust financial controls, and maintain honest and verifiable records across all aspects of our business**. Our tried and tested **INTERNAL CONTROL FOUNDATION**, a guide to which is at **DEL1-GEN-DEL-CR-POL-0002**, and which includes our risk-based DOMS together with our Financial Policies and Procedures, ensures that our Finance Department adheres to accepted international accounting rules and best practices that operate effectively as an Integrity Check. The robust manner in which we control, validate and record our expenditures acts

not only as a deterrent to corruption but would also lead to its swift detection and exposure, thereby mitigating opportunities for corrupt practices to occur.

2. At DeNovo, we require that all financial transactions are recorded in line with our internal financial controls and procedures, and that all such records are retained for up to six years. In accordance with this rule, payments and other compensation to Business Partners and certain Third Parties must be accurately recorded in our corporate books, records, and accounts in a timely manner, and in sufficient detail to allow the record to be independently checked and verified. In the case of (1) **gifts, hospitality, and travel**, including donations to charities, these must be justified and recorded in the **GIFTS, HOSPITALITY AND TRAVEL REGISTER**; and (2) **unavoidable facilitation payments and bribes**, the making of which are only ever justified in exceptional circumstances, the **UNAVOIDABLE PAYMENTS REGISTER**, all of which are kept, administered, and managed by the MDI.

3. Payments and other compensation, as referred to above, includes any commissions, service or consulting fees, expenditures for gifts, meals, travel and entertainment, and expenses for promotional activities. Proper reporting to the MDI shall include a clear notation regarding the nature of each expense, identification of all recipients and participants, and the necessary approvals received for the expense.

4. **No undisclosed or unrecorded account of the Company may be established for any purpose**. False, misleading, incomplete, inaccurate, or artificial entries in our books, records or accounts are prohibited. Moreover, personal funds must not be used to accomplish what is otherwise prohibited by this D-ICP. Any DeNovian found to have contravened these prohibitions will be subject to disciplinary proceedings that could and most likely would lead to dismissal from the Company.

7.1.8 CYBERSECURITY

1. Alongside Integrity, **Innovation** is one of our **FIVE CORE VALUES** and guiding principles, and to us that value incorporates the modernisation and digitisation of how we conduct our business, including the computer-based autonomy of our platforms. However, as we saw for example in 2021 in the **Colonial Pipeline Ransomware Cyber Attack**, digital expansion comes with its own inherent risks. At DeNovo, we accept that our integrity and good reputation could be compromised by a cyber-attack, and, as such, we recognise that to maintain and protect our commitment to integrity we must also to be vigilant and innovative in terms of preserving our cybersecurity. To us, cybersecurity is the practice of protecting our systems and sensitive information from digital attacks, and how we have gone about achieving this is set out in **ILLUSTRATION 7**.

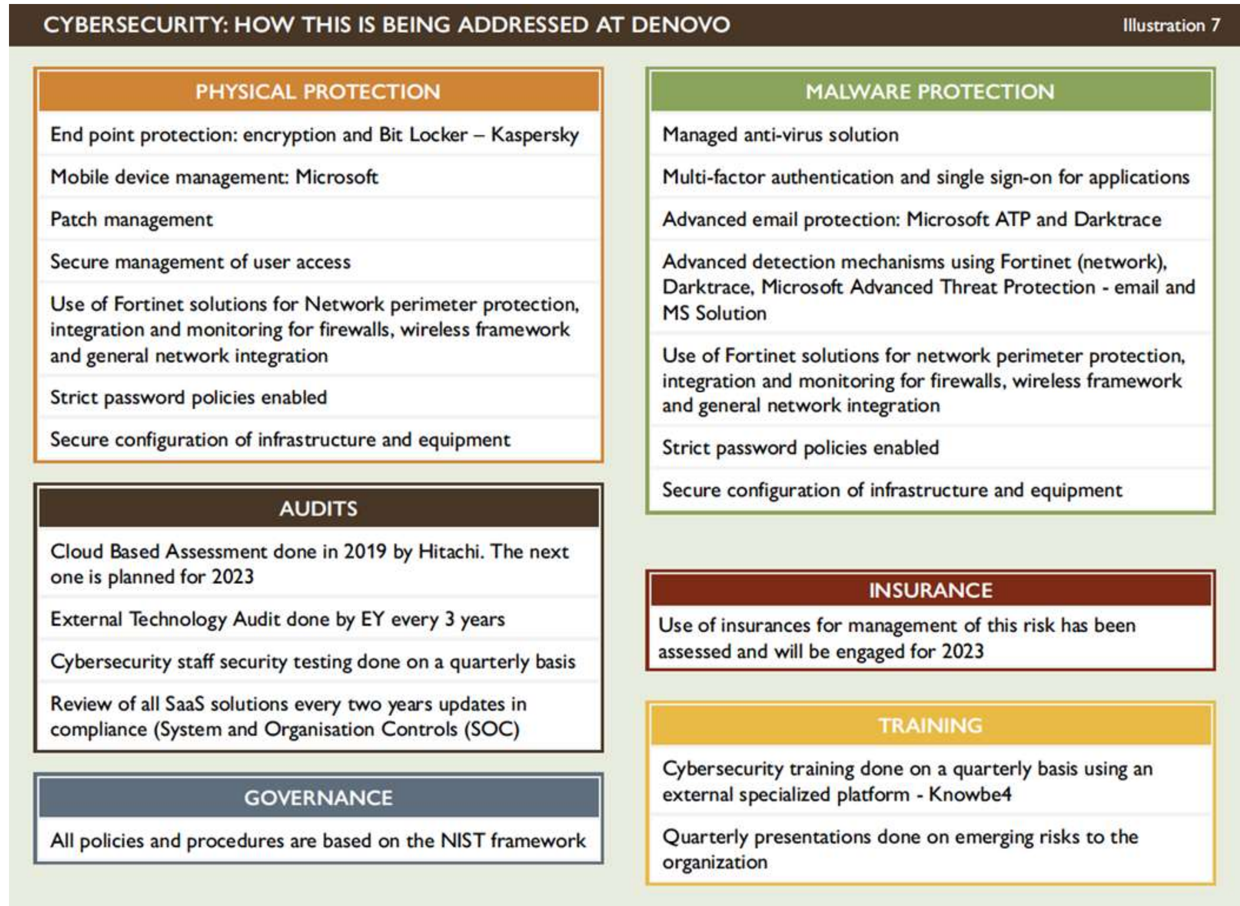


Illustration 7: Cybersecurity – What & How

2. Our expansion and move into other jurisdictions only heighten our resolve to enhance further our cybersecurity, as one of the elements essential to protecting our integrity. The Global Environment is, as we have said previously, a highly challenging and complex integrity environment in which to operate. It has significant corruption problems together with high levels of crime, including organised crime, and we must anticipate and guard against ransomware attacks and similar acts of blackmail that could disrupt or incapacitate our operations, as well as jeopardising the safety of individuals and infrastructure.

3. We are also very cognisant that the supply of gas globally can be suddenly, unpredictably, and significantly impacted by world events, and that efforts on our part to increase the supply of gas to the market may bring us to the unwanted attention of others. To this end, and whilst we accept that it is difficult to defend against a deliberate and high level cyber-attack, we have nevertheless taken steps to introduce a strong, practical and well-practised **CYBER THREAT MITIGATION & IT RESILIENCE PLAN**, which (1) includes improvements and enhancements to our external cyber intelligence, cybersecurity assessments, 24/7 threat monitoring and staff IT and cybersecurity training; and (2) will play a considerable part in reducing the threat from attacks, be they malware, phishing, man in the middle, zero-day exploits, distributed denial of service or more, and mitigating the consequences that flow from them.

7.2 ADVICE

1. DeNovo is well served by the expert advice and guidance that we receive on our D-ICP. As explained in **SECTION 3** above, integrity and compliance advice and guidance to DeNovo and to our leadership in respect of the implementation, maintenance, adaptation, and improvement of this D-ICP – together with its interpretation and application – is provided in the first instance by our **MDI** and the expert Compliance Team assembled by us in the

OID, as well as in the CRO. That advice to the Company is itself informed through the provision of specialist integrity and compliance advice and direction provided by our **DENOVO INTEGRITY ADVISORY BOARD**, upon which an external and independent **Integrity Expert** sits, along with **The Legal Advisor** and our **Specialist Strategic Advisors** with expert and pertinent knowledge of other jurisdictions. It remains open to the MDI or the Chair of the D-IAB to augment, from time to time and as needed, the provision of advice with further external and independent integrity and compliance advice from specialist suppliers and lawyers.

2. Any questions that any DeNovian or anyone else who works with or for us may have in respect of this D-ICP, or any matter of integrity or ethics not covered within its pages, should ordinarily be directed to the MDI or in the absence of the MDI to any other Integrity Officer within the OID. No questions are too incidental or minor and all questions will be answered as quickly as possible.

7.3 DETECTION

1. Whilst DeNovo places significant emphasis on **Preventing** integrity transgressions and breaches, we nevertheless accept that out prevention tools are not and never can be foolproof, and that some integrity concerns may evade our prevention net. Those that do need to be identified swiftly and efficiently by us, and dealt with, and it is for this reason that we have devised and implemented a **DETECTION MECHANISM** as an integral part of this D-ICP. That mechanism is comprised in the main of the following four elements: (1) our **Whistleblowing Policy**, which incorporates the use of a specialised and digitised **Integrity Reporting Hotline** to be used by those both within and outside of the Company; (2) the conduct by the MDI of **Compliance Audits & Inspections**; (3) our performance of project **Implementation Reviews**; and (4) our use of and reliance upon **Integrity Intelligence**.

7.3.1 WHISTLEBLOWING

7.3.1.1 DUTY TO REPORT & DUTY TO PROTECT

1. At DeNovo, we believe that our people and those who work with and alongside us are best placed to spot anything that is, has or may go wrong within our business, and this includes identifying integrity issues and anomalies. To us, a whistleblower is anyone who discloses information in good faith that relates in any way to suspected misconduct, wrongdoing, or dangers at work. We need to hear and be made aware of the details of those concerns as quickly and as accurately as possible, because that knowledge will best position us to stop integrity breaches from occurring or continuing and prevent accidents from happening. It is for this reason that, as part of this D-ICP, we have continued to maintain a wide-ranging **WHISTLEBLOWING POLICY** ('our WBP'), which can be seen at **DEL1-GEN-DEL-HR-POL-0006**. That policy is firmly based upon a **Duty to Report** to us genuine concerns of misconduct and wrongdoing or lapses in safety, and a concomitant **Duty to Protect** on our part – and as far as reasonably possible – those who report concerns in good faith from all forms of retaliation, including victimisation. The responsibility for maintaining, improving, and implementing our WBP lies now with the MDI.

2. Whilst it is always preferable for us to have the ability to speak to those who have integrity or safety concerns, as in doing so we build a better and generally more reliable understanding of the problem that we face, it is nevertheless important to emphasise **that we do embrace and accept anonymous reporting**, as part of our WBP. In so far as we are concerned, information from whatever source or location is always valuable and will always be considered by us.

3. Our WBP makes it clear that **no DeNovian or anyone who works with or alongside us in our business will be penalised in any way by us** for drawing in good faith our attention to misconduct or wrongdoing on the part of others, such as bribery; other forms of corruption, such as money laundering or terrorist financing; other criminal activity including fraud; a failure to comply with any legal or professional obligation or regulatory requirement; anything that may adversely affect our good reputation; and/or anything done to conceal any form of misconduct or wrongdoing. We need to know what is going on in order to rectify it, but we also appreciate and accept that it takes

courage at times to report other DeNovians or colleagues that are not maintaining our shared **Core Values**. It is for this reason that we have **placed an affirmative duty on DeNovians and others under contract with us to report actual or suspected wrongdoing on the part of others**. To us, it is easier and less stressful to report and justify that reporting if you have no other option than to do so.

7.3.1.2 PROHIBITION AGAINST RETALIATION

1. There is no shame in reporting in good faith others for actual or suspected integrity or safety contraventions. Quite to the contrary, the shame is in not doing so, because you are letting yourself, your colleagues and DeNovo down. We value, embrace, and seek actively to cultivate a **Speak Up and Speak Out Culture** within the Company, and we fully support those who in good faith report wrongdoing.

2. Those disclosing their genuine concerns can do so knowing that **we will protect them from all forms of retaliation, including victimisation**. Any DeNovian who is found to have retaliated against a whistle-blower will be dismissed from service. Furthermore, decisive action will be taken by the Company against others who work with and alongside us under contract, should it be found that they retaliated or attempted to retaliate against a whistle-blower. Similarly, any person found to have reported concerns in bad faith, which means that they have intentionally invented the concern or allegation to get a fellow DeNovian or another colleague in trouble, will be subject to disciplinary action, which may lead to dismissal. Reporting in bad faith is harmful on many levels and will not be tolerated or excused by us.

3. DeNovo reserves the right to place a suitable **Letter of Commendation** in the whistle-blower's file, **should anonymity not be a cause for concern and with the express written consent from the whistleblower**.

7.3.1.3 REPORTING CONCERNS

1. Our WBP, has been specifically adopted and implemented by us to provide a viable and secure mechanism **within the Company** for DeNovians and others to voice their genuine concerns in respect of misconduct and wrongdoing, and more, on the part of those who they work with across our business. Our Policy is intended to facilitate **internal and confidential reporting**, but we accept that if a whistle-blower feels that his or her concerns have not been taken seriously by us or have not been addressed to his or her satisfaction, then it remains open to them to **report their concerns outside of the confines of the Company and within legal limits**. We do expect, however, that DeNovians and others give us the opportunity to deal with their concerns internally first before resorting to external reporting. We would much prefer to hear those concerns first-hand from our people, as opposed to reading about them elsewhere, because this gives us the opportunity to take immediate and decisive remedial action.

2. Concerns can be reported directly and in person to the MDI, which is preferable, but they can also be raised with any member of the D-IAB or to anyone in our Leadership Team, including the Managing Director. It is preferable for the report to be in writing but that is not an absolute requirement. The important thing is that the disclosure is actually made, so that we can take action to remedy the situation.

3. If they so choose individuals both within and outside of DeNovo can report their concerns of misconduct, wrongdoing, or lapses in safety, and more, via our confidential and electronic **INTEGRITY REPORTING HOTLINE** ('our IRH'). Our IRH is designed to safeguard the confidentiality of whistle-blower disclosures. It is robust, easy to use and can be readily accessed via our website by those wishing to raise genuine concerns.

4. Anyone reporting their concerns either in person or via our IRH can rest assured that **those concerns will be dealt with by us professionally, thoroughly, and expeditiously**. All reported concerns will be dealt with in confidence by the MDI, unless the concern involves the MDI in which case it will be handled in confidence by the D-IAB. What we mean by 'in confidence' is that every effort will be made by the MDI and/or anyone else to whom the report is made to keep the identity of the whistle-blower confidential, but no absolute guarantees of confidentiality

can be given, and it would be wrong of us to do so. A situation may arise, for example, when natural justice or due process requires that the whistle-blower's identity be revealed.

5. Further guidance on how to report, what to report and to whom can be found in our **WHISTLEBLOWING POLICY**.

7.3.1.4 REPORTING FEEDBACK

1. Effective feedback mechanisms are critical to a strong compliance culture. We invite DeNovians, including employees, contractors, and stakeholders to provide feedback on any concerns related to ethical and compliance issues. Beyond merely reporting concerns, we encourage the use of our hotline as an alternative, anonymous feedback mechanism. This constructive approach allows us to gather valuable insights and continuously improve our practices and policies. By leveraging this feedback, we work towards becoming a risk-aware enterprise committed to excellence and integrity.

2. We value your feedback and view it as a crucial component of our commitment to continuous improvement. By sharing your concerns and suggestions, you help us uphold our ethical standards and strengthen our internal controls.

3. Further guidance on how to report, what to report and to whom can be found in our **WHISTLEBLOWING POLICY**.

7.3.2 COMPLIANCE AUDITS & INSPECTIONS

1. Notwithstanding the independent **Monitoring and Verification** of this D-ICP by an externally appointed compliance expert, as outlined in **SECTION 3** above, it remains the responsibility of our MDI together with assistance provided by the Compliance Team within the OID to implement the D-ICP, and this responsibility involves **scheduled and ad hoc testing of the Programme via audits and other methods to ensure that it is being complied with by all of those that it applies to**. To this end, the MDI is empowered to conduct at his or her discretion **SNAP INTEGRITY CHECKS**, which involve the MDI and/ or Integrity Officers from within the OID arriving unannounced at any location throughout our business – and at any part of it – in order to test that the D-ICP is functioning as intended. As part of those checks, the OID may, for example, interview DeNovians and others working with and alongside us, such as our agents, as to their knowledge of and adherence to the D-ICP, and review relevant documents, such as transaction files, contracts, and financial records. In order to maximise efficiency and productivity, the MDI is entitled, should he or she so choose, to outsource the Integrity Checks to an external integrity compliance provider qualified to perform such tasks.

2. In the conduct of the Snap Integrity Checks, the MDI is entitled to – and as a Company we require – the full cooperation of all those within DeNovo, as well as our Business Partners. The right and the authority of the MDI to conduct Integrity Checks free from obstruction or interference is to be incorporated into all contracts that we enter into with our Business Partners, including our agents, and this right and authority are also to be found in the **COUNTER-CORRUPTION AGREEMENT**, as well as in the terms of the **COMPLIANCE CERTIFICATION FOR BUSINESS PARTNERS**, which were referred to above.

3. A failure to cooperate with the MDI or our colleagues within the OID may lead, in so far as DeNovians are concerned, to the commencement of disciplinary proceedings against them, and in so far as our Business Partners are concerned the revocation of their contracts.

7.3.3 IMPLEMENTATION REVIEWS

1. **Implementation Reviews**, under which any specific project is scrutinised by those involved in it to ensure that the project is progressing as it should and that it is on time and on budget, are similar to but distinct from the Integrity Checks conducted by the MDI and outlined above. Implementation Reviews are routinely undertaken by

our Operational Staff as part of the **Reporting Function** under our **Internal Control Foundation**, as referred to previously. One of the many benefits associated with such reviews is that they pick up and identify any anomalies on the project, including the detection of integrity breaches.

7.3.4 INTEGRITY INTELLIGENCE

1. The use of **Integrity Intelligence**, which is defined simply for the purpose of this D-ICP as the **collection of relevant and probative information** together with its **expert analysis**, forms an inherent and significant part of our **Risk-Based Approach** to maintaining our integrity, and it is the cornerstone of our **Integrity Due Diligence Protocols**, as described in the above section dealing with Prevention. Our knowledge of the jurisdictions in which we operate and our knowledge of the people and entities that we engage and work with, and for, is all shaped and informed by our collection and use of viable, reliable, and verifiable information. That body of information and its analysis not only guides us in our decision making, but collectively it forms a valuable and insightful **Integrity Intelligence Database** that better enables us to **proactively predict, identify and detect integrity** concerns and violations. The use to which Integrity Intelligence can be usefully put therefore straddles the line of both Prevention and Detection, and its utility within our integrity armoury is beyond doubt.

2. The collection, analysis and use of Integrity Intelligence lies with the MDI, but he or she is at liberty to outsource the collection and analysis of Integrity Intelligence to a specialist external provider in accordance with our **Contracts, Procurement and Supply Chain Policy**, as set out in **DEL1-GEN-DEL-CP-POL-0001**.

7.4 INVESTIGATION

7.4.1 INTERNAL INTEGRITY INQUIRIES

1. Upon detecting a possible integrity concern or contravention, it is critical for us to uncover the unvarnished facts and surrounding circumstances. We need, as quickly as possible, to ascertain what, how and why it occurred, and **what we have to do to prevent a reoccurrence**. We ordinarily obtain the facts of the matter through a process of internal investigation and the application of investigative analysis, and our investigative activity, takes the form of an **ADMINISTRATIVE FACT-FINDING INQUIRY** (‘AFFI’). What we mean by this is that our Internal Integrity Inquiries are not and never can be criminal in nature, and we do not have, nor will we ever purport to exercise, powers that are within the sole purview of law enforcement.

7.4.2 CONDUCT OF INQUIRIES

1. The underlying basis of our inquires is administrative law, as augmented by generally accepted human rights principles and norms, such as the right to a fair and just hearing. **Fairness** and **Respect** are two of our **FIVE CORE VALUES** and those two values ensure that, in the conduct of our Internal Integrity Inquiries, we routinely comply with the two accepted cannons of administrative law, which, grounded as they are in Natural Justice, amount in this context to a **The Right to be Heard** (audi alteram partem or ‘hear the other side’) on any given accusation and **The Rule Against Bias** (nemo judex in causa sua or ‘nobody should be judged in his own cause’). In our resolve to determine the truth surrounding any identified or reported integrity concern or violation, we strive to conduct ourselves at all times in a just, impartial, and unprejudiced manner.

2. The gold standard for the conduct of AFFIs has been set by the MDBs, all of which are International Governmental Organisations (‘IGOs’). In 2005, the MDBs, inclusive of the Bretton Woods Organisations, namely the World Bank Group and the International Monetary Fund together with the likes of the Inter-American Development Bank and the Asian Development Bank and more, came together to create the International Financial Institutions Anti-Corruption Task Force (‘the IFI Task Force’). A year later, in 2006, the IFI Task Force published its Uniform Framework for Preventing and Combatting Fraud and Corruption within their respective lending operations, annexed to which was the **IFI PRINCIPLES AND GUIDELINES FOR INVESTIGATIONS**, which together with the Uniform Framework can be seen at **ANNEX 8**.

3. The IFI Principles and Guidelines have formed the basis for how those IGOs have conducted their AFFIs ever since, and they have been widely adopted in other institutions, including those within the United Nations family. As a Company, we feel that we should always seek to adopt international best practice where we are able and it is for this reason that we have elected, as part of this D-ICP, **to follow those IFI Principles and Guidelines in the conduct of our Internal Integrity Inquiries**.

4. The responsibility for undertaking any Internal Integrity Inquiries that may be required lies with the MDI and those who work within the OID. Should the MDI be implicated in any way, then the responsibility for determining who should conduct the Inquiry falls to the Chair of the D-IAB. In strict accordance with the terms of the **IFI Principles and Guidelines**, in the conduct of any Internal Integrity Inquiries the OID shall, amongst many other things:

    a. "Maintain objectivity, impartiality, and fairness throughout the investigative process and conduct its activities competently and with the highest levels of integrity. In particular, [the OID] shall perform its duties independently from those responsible for or involved in operational activities and from staff members liable to be subject of investigations and shall also be free from improper influence and fear of retaliation".
    b. "Take reasonable measures to protect as confidential any non-public information associated with an investigation, including the identity of parties that are the subject of the investigation and of parties providing testimony or evidence. The manner in which all information is held and made available to parties within [DeNovo] or parties outside of [the Company], including national authorities, is subject to the [the Company's] rules, policies and procedures".
    c. "Conduct the investigation expeditiously within the constraints of available resources".
    d. "Examine both inculpatory and exculpatory information".
    e. "Maintain and keep secure an adequate record of the investigation and the information collected".
    f. "Take appropriate measures to prevent unauthorized disclosure of investigative information".
    g. "Document its investigative findings and conclusions [in the form of a Final Investigative Report]".

5. The MDI is empowered and generally encouraged on grounds of efficiency and effectiveness to outsource, as necessary and in accordance with normal contracting and procurement procedures, such inquires to external investigative providers with demonstrative expertise in the conduct of AFFIs. In the conduct of any AFFI undertaken on behalf of the OID, or the D-IAB if the MDI is in some way implicated, the external provider will be similarly obliged to adhere to the same standards as those followed by that office.

6. Notwithstanding whom conducts our AFFIs, all such inquires must be subjected throughout to Legal Oversight provided by The Legal Adviser or any specialist external counsel that he or she may instruct for this purpose. Legal Oversight is required to ensure that in the conduct of our Internal Integrity Inquiries, all laws and legal and procedural obligations are complied with, including our duty towards our whistle-blowers.

7. In certain circumstances, the MDI, having received suitable advice and direction from the D-IAB, may decide that the scale or scope of the alleged integrity violation is such that an Internal Integrity Inquiry is inappropriate and that the matter should be referred immediately to relevant law enforcement agencies for their investigative scrutiny. More detail can be found in respect of our policy of criminal referrals in the section dealing with our **RESOLUTION MECHANISM**.

7.5 RESOLUTION

1. If an alleged integrity concern or suspected contravention evades our Prevention Net and is duly identified under our Detection Mechanism, and then subjected, as appropriate, by our MDI to an Internal Integrity Inquiry, the result of that inquiry shall be addressed via one or more of the channels that comprise our **RESOLUTION MECHANISM**, which include reliance by the Company on our: **Disciplinary System for Employees, Third**

Party Rebuke Policy, Referral Policy and Integrity Incident Management Process (See sub-sections below).

7.5.1 DISCIPLINARY SYSTEM

1. The very same principles that underpin how we conduct our Internal Integrity Inquiries also form the very foundations of how we, as a Trinbagonian Company, go about disciplining employees accused by us of having engaged in misconduct or wrongdoing. Any DeNovian who, having been first subjected to an Internal Integrity Inquiry, has then been formally accused by us of having committed an integrity infraction, such as paying a bribe or retaliating against a whistle-blower, will be accorded Natural Justice, and will be treated by us **fairly and at all times in a just, impartial and unprejudiced manner**. The accused DeNovian will be presumed by us not to have committed the integrity infraction, unless and until we can prove on a balance of probabilities his or her culpability (i.e., that it is more probable than not that the accused DeNovian committed the infraction).
2. In formulating our approach to discipline, as set out in our **DISCIPLINARY POLICY** at **DEL1-GEN-DEL-HR-POL-0012**, we again wanted to ensure that we adopted a 'best in class practice' and one which is based firmly upon international labour standards, such as those contained in (1) the United Nations two 1966 International Covenants (namely the Covenant on Civil and Political Rights, especially the pertinent spirit of Article 14, and the Covenant on Economic, Social and Cultural Rights, which, in Article 7, recognises 'the right of everyone to enjoyment of just and favourable conditions of work'; and (2) the International Labour Organisation's ('the ILO's') Termination of Employment Convention (1982, No.158) and concomitant Termination of Employment Recommendation (1982, No.166).

3. Combined, our approach at DeNovo to investigations and any resulting discipline based upon a finding of culpability meets and exceeds the Labour Disciplinary Regulations endorsed and accredited by the ILO, which are that:
    - the employer must be able to prove the culpability of the worker.
    - if unionised, there must be the participation of the workers' representative organisation at the grassroots level of which the worker is a member.
    - the worker must be physically present and have the right to defend themselves or to have a lawyer/ representative organisation assist in their defence.
    - any settlement of labour discipline must be recorded in writing.
    - it is prohibited to impose more than one disciplinary measure for one violation of labour disciplinary regulations.
    - when a worker simultaneously commits multiple violations of labour disciplinary regulations, they will only be subject to the highest form of disciplinary measure corresponding to the most serious violation.

4. For the avoidance of any doubt, we take the view that any established contravention by a DeNovian of our prohibition on the payment of bribes, money laundering, terrorist financing, fraud, or retaliation against a whistle-blower, or any other such grave integrity infraction, will be classed as **Serious Misconduct** and will more than likely lead to dismissal from service. Moreover, as a Company, we embrace and adopt **CROSS RECOGNITION OF CORRUPTION**, which means that we reserve the right to, and presumptively shall, dismiss any DeNovian (1) tried and convicted in any court of competent jurisdiction for having participated in a corrupt practice; and (2) debarred or cross debarred by an MDB, such as the World Bank Group, or similar such entity, for having engaged in corruption in a project funded by them.

7.5.2 THIRD PARTY REBUKE

1. At DeNovo, we simply will not work with or for individuals or entities that refuse to share our commitment to integrity. To this end, any Business Partner or Third Party that is under contract with DeNovo (e.g., an agent or consultant working for us in other jurisdictions), or who we are under contract to, and who is subsequently found by us (or others, see below) to have engaged in what we classify to be **Serious Misconduct**, such as participating in a corrupt practice (e.g., paying bribes to a public official to secure an unearned benefit for us or retaliating against

a whistle-blower), **will have their contract terminated immediately**. Having provided us with fulsome pledges as to their on-going integrity in their contracts and knowing well our **Zero Tolerance Approach to Corruption**, a finding by us – by way of example – that one of our agents has paid a bribe to a public official will render that agent as dishonest, as well as someone who is devoid of integrity, and someone that we can no longer trust and be associated with.

2. Similarly, and in furtherance of our commitment to **Cross Recognition of Corruption**, we reserve the right, and presumptively shall, take steps to terminate the contracts of any Business Partner or Third Party that is (1) tried and convicted in any court of competent jurisdiction for having participated in a corrupt practice; and (2) debarred or cross debarred by an MDB, such as the World Bank Group, or similar such entity, for having engaged in corruption in a project funded by them.

7.5.3 REFERRALS

1. At DeNovo, probity and transparency are essential components of acting with integrity, and we believe that if we discover that those who work with or for us have engaged in apparent criminality, such as the payment of bribes to public officials, money laundering or the commission of fraud, then we are under an ethical, moral and at times legal obligation to refer those individuals to law enforcement for criminal investigation, and prosecution.

2. To this end, at DeNovo, we operate under a **PRESUMPTION OF REFERRAL** for behaviour that we believe, based on facts collected, amounts to criminal activity, but that the presumption is **capable of being rebutted** in certain circumstances, such as where we hold real concerns that any individual referred by us may be subjected to **cruel, inhumane, or degrading treatment** at the hands of the police or other investigating authorities. We believe in the rule of law, including the maintenance of human rights, and at the confluence where legal obligation and human rights converge, we must retain the discretion, if possible, not to offend the latter. We would not, for example, automatically refer a Business Partner, such as an agent, to law enforcement for the payment of a bribe within a jurisdiction in which corruption carries the death penalty.

3. Our timing for any referral to law enforcement will depend upon a number of factors, but if we judge that it is necessary to inform the police immediately upon us becoming aware of or suspecting the commission of an offence (e.g., where the crime is on-going and/or its commission may lead to loss of life or bodily harm), then this is what we shall do, and we shall cooperate with the police to the fullest extent possible. If, however, we judge that it is in the best interests of all that we first uncover internally the facts and circumstances surrounding the allegation, then we shall do so by undertaking an Internal Integrity Inquiry. As soon as practical after the conclusion of that Inquiry, we will ordinarily produce a **REFERRAL REPORT**, which shall be based upon the **Final Investigative Report** prepared by the OID and which sets out our investigative findings together with any pertinent information, intelligence or evidence discovered as a result of our Inquiry. The responsibility for compiling the Referral Report and making the referral to law enforcement lies **both with the MDI and The Legal Advisor**, who work together jointly to achieve the objective of ensuring that corruption and other forms of criminality do not go unpunished.

4. As previously explained in this D-ICP, we obey without exception all laws that apply to us and, as such, nothing that is said above detracts from our obligation in law to file, as necessary, a **SUSPICIOUS ACTIVITY REPORT** ('SAR') to the relevant **Financial Intelligence Unit** or other designated unit of law enforcement in any particular jurisdiction in which we are operating. A SAR is a report that alerts law enforcement that certain activity is in some way suspicious and might indicate money laundering or terrorist financing. Such reports will be routinely filed by us as soon as we know or suspect that a person that we are dealing with is or may be engaged in money laundering or dealing in criminal property.

7.5.4 INTEGRITY INCIDENT MANAGEMENT

1. As a Company, we remain confident that our **Commitment to Integrity** and our **Zero Tolerance Approach to Corruption**, supported as they are by the checks and balances set out in this D-ICP, especially our focus on preventing integrity violations (as set out in **SECTION 4** above), will serve to protect us from the adverse consequences that flow from an integrity breach. Those consequences include, but are by no means limited to, the potential for enduring damage to our reputation and good standing with consequential effects upon our ability to operate profitably. We do not pay bribes. However, if such an occurrence were to take place, we presume that this would be discovered. The inevitable result would be criminal cross-jurisdictional investigations, prosecutions and fines, and ultimate ruin.

2. We recognise and accept that despite our best intentions and precautions an integrity crisis could hit and engulf us, and however remote that this scenario might appear to be, we nevertheless need to be prepared for such an occurrence. In the event of an **Integrity Crisis**, we have an **INTEGRITY INCIDENT MANAGEMENT PLAN** ('our IIMP') to rely upon, which forms a tailored subset of our wider Crisis Management Plan. Our IIMP, like the **Crisis Management Plan** that it is an integral part of, is based upon the established principle of adherence to **THE 4 Ps OF CRISIS PLANNING**, which is that any Crisis Management Plan should be supported by the pillars of **Prevention, Plan, Practice & Perform**. Put simply, this means that companies, like DeNovo, need to (1) constantly remind ourselves of the integrity threats that we face and work to mitigate them; (2) develop crisis management plans and tools; (3) rehearse those plans; and (4) execute those plans effectively when needed. At DeNovo we do all of this.

3. How we manage an Integrity Crisis varies slightly from how we would generally manage another form of crisis or emergency, in the sense that our IIMP has bespoke provisions relating to Integrity **Crisis Leadership, Integrity Crisis Decision-Making** and **Integrity Crisis Communication**.

4. Our **Integrity Incident Team** ('our IIT') is the focal point of our response to an Integrity Crisis and it will be convened immediately upon us becoming aware of events that may evolve and develop into a crisis or emergency situation. Our IIT is led by our Managing Director and is comprised of the MDI, The Legal Adviser, the D-IAB's Integrity Expert, and our **Integrity Crisis Communications Specialist**, who is an external expert on retainer to the Company. The IIT can and will be augmented by other designated individuals, as the need and situation arise, such as specialist investigators and legal counsel. Our **Integrity Crisis Spokesperson** is our Managing Director and all decisions in respect of the crisis will be taken by him upon advice and guidance offered by the remaining members of the IIT. Our decisions will be predicated on what we know, so it is imperative that we gather the facts as quickly and as accurately as possible in order to get a clear picture of what we may be confronting, and what the Company may face.

5. External communication in a time of crisis is essential to protect us and those who work with and for us. It is for this reason that our IIMP is augmented and strengthened by a bespoke **INTEGRITY CRISIS COMMUNICATIONS PLAN**, which emphasises, and which is predicated upon, the need for us to communicate clearly, credibly, and quickly, and above all else honestly.

7.6 TRAINING

1. **Integrity Compliance Training** is to us the very key to ensuring that all DeNovians, as well as others who work for or with us, such as our agents and consultants, know precisely what is expected from them in terms of integrity in any given situation. They need to be made aware that we require them at all times to act in a principled manner by behaving honestly and with decency, and the burden of imparting that knowledge falls to the Company. We set our integrity bar intentionally high, as this D-ICP demonstrates, and it is for us to ensure that colleagues can reach it, so that we can assert with confidence and conviction that there are no excuses for failing to live up to our expectations. The provision of high-quality **Integrity Compliance Training**, delivered by integrity experts either

from the OID or from outside, is what enables us in large part to enforce legitimately the absolute prohibitions contain in this D-ICP, such as the prohibition against paying bribes and engaging in other forms of corruption, as well as the prohibition on retaliating against whistle-blowers.

2. All DeNovians, as well as our Business Partners, including Agents and Consultants, are obliged to participate in our **INTEGRITY COMPLIANCE TRAINING PROGRAMME**, which is comprised of **Induction, Continuation** and **Ad Hoc Training**. Instruction covers a variety of areas including lessons on business integrity and ethics, the impact, and corrosive consequences of corruption, our **FIVE CORE VALUES**, our **CODE OF CONDUCT** and this **D-ICP**.

3. The level of integrity training provided to colleagues is exemplary and is structured to reflect both the experience and the potential risk posed (hypothetical or otherwise) by each individual through the position that they hold. As a matter of principle, the more senior the DeNovian or DeNovians and others who are on the integrity frontline will naturally be required to undertake enhanced integrity training. Although we adopt a risk-based 'tiered approach' to integrity training, the start point for all remains **INTEGRITY INDUCTION TRAINING**, as this ensures a shared level of knowledge, as well as a level integrity playing field right across the Company. Such training is routinely provided face-to-face to DeNovians and Business Partners (and on occasions others who work closely with us) and which ordinarily occurs within three months of someone joining the Company. That training normally lasts for between 3-4 hours and culminates in a test that all attendees need to pass, with the pass mark set at 85% or above. Those who fail are obliged to retake both the training and the test, and those who refuse to participate in the training or who are unable to attain a pass mark after three attempts will be dismissed from service.

4. Structured **INTEGRITY CONTINUATION TRAINING** follows on an annual basis and this online instruction, which usually takes between 45-60 minutes to complete, ordinarily occurs ahead of DeNovians having to sign electronically their respective **ANTI-BRIBERY & CONFLICT OF INTEREST PLEDGE** and certain Business Partners, such as Agents, having to file electronically their annual **COMPLIANCE CERTIFICATION**. Like Integrity Induction Training, Integrity Continuation Training is examined in order to test that each student understands his or her integrity obligations. Unlike Integrity Induction Training, this training is tailored and tiered to respond to the perceived integrity risks faced by certain DeNovians and others who work for, with and on our behalf (e.g., the Integrity Continuation Training provided to members of the OID, which is in effect continuing professional development ('CPD') training for compliance officers, will be more demanding in comparison with the integrity training provided to a colleague in a junior administrative position).

5. Aside from Integrity Induction & Continuation Training, additional integrity instruction may also be given on an ad hoc basis to, for example, incorporate lessons learned as a result of having had to deal with an Integrity Crisis or changes in the law. Implementing and managing our Integrity Compliance Training Programme is the **responsibility of the MDI** and it is the personnel of the OID that will ordinarily deliver our various integrity training course. However, depending upon the workload and commitments of the OID, the instruction may be provided by suitable experts from the PSA.

8 SECTION 5: ESG COMPLIANCE & SPECIAL INTEGRITY PROJECTS

INTEGRITY POSITION FIVE

AT DENOVO, we believe strongly that corruption is a harmful and pernicious disease that contaminates and pollutes all that it touches. It is a negative phenomenon that constitutes an existential threat to development, undermines good governance and the rule of law, and is a blight upon business, and we are resolved to play our part in combatting it. To this end, we:

- undertake **to work collaboratively and take collective action with other Trinbagonian businesses** within our sector, and outside of it, in order to encourage and to assist them in developing Integrity Compliance

Programmes of their own, which at their core will address and mitigate integrity risks.

- will help **to establish within Trinidad (and if not Trinidad then another Caribbean country) a specialist Academy dedicated to fighting corruption within the Caribbean** and beyond through the provision of real word, highly practical and university accredited training to law enforcement, prosecutors, judges, and civil society, as well as functioning as a regional 'think tank' on how best to combat corruption in all of its varied forms.

8.1 ESG COMPLIANCE

1. Our **FIVE CORE VALUES** define our approach to **Environmental, Social and Corporate Governance** ('ESG'). To this end, we strive to **Respect** the environment in which we live and work together with the social rights, which we judged to include the human rights of others, and to ensure that our governance is firmly underpinned by Integrity. To us, **Integrity** includes a commitment to adhere to a **Zero Tolerance Approach to Corruption** and to counter corruption in all of its various forms. **Innovation**, which is our fifth value, as well as one of our guiding principles, dictates that we promote **Sustainability** in all that we do.

2. We are rightly proud of our ESG credentials, as set out in our **ESG POLICY** at **DEL1-GEN-DEL-HS-POL-0004**, and a measure of our ESG commitment is shown by our compliance with this D-ICP; our determination to monitor and where possible protect the human rights of those who work for and with us; our use of digitisation to facilitate, where possible, a paperless environment; and our banning of single use plastics at our Headquarters and other workplaces, which, by way of example, means that plastic water bottles have been replaced by sustainable steel or glass water containers.

8.2 SPECIAL INTEGRITY PROJECTS

1. As the United States Strategy on Countering Corruption of December 2021 makes clear, *'[a]s a fundamental threat to the rule of law, corruption hollows out institutions, corrodes public trust, and fuels popular cynicism towards effective, accountable governance.'* However unpleasant and unpalpable, the reality of the situation is that corruption in the form of bribe payments is a real and distinct problem in Latin America and the Caribbean, as can be seen from **ILLUSTRATION 8**, which is an extract taken from Transparency International's Global Corruption Barometer of 2019.

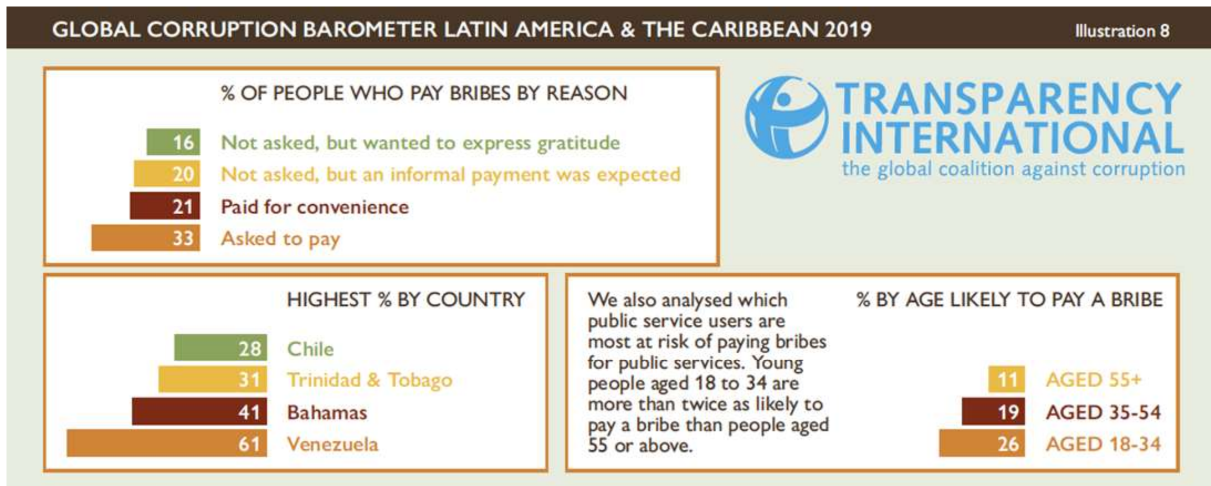


Illustration 8: Extract from Transparency International's Global Corruption Barometer

2. At DeNovo, we have deliberately selected a Special Integrity Project that not only reinforces our commitment to our **FIVE CORE VALUES**, but also bolsters the 'governance'.

8.2.1 COLLECTIVE ACTION

1. We have designed, implement, and committed ourselves to following this D-ICP not only to give practical effect within our own business to our Zero Tolerance Approach to Corruption, but also to permit us to **play a leading role in persuading other Trinbagonian companies to develop and adhere to their own integrity programmes**. If we can convince others within our sector and outside of it to conduct their businesses ethically and with integrity, then the fight against corruption is made easier to win, and this victory is our aspiration. However, to preach integrity and good governance to others with any form of credibility, we first need to demonstrate to them that we have our own affairs in order and that we can point to our own adherence to an industry leading ICP, and this D-ICP permits us to do so.

2. As part of our plan to encourage and assist other Trinbagonian companies to improve their integrity mechanisms, we have committed as a Company to approaching and collaborating regularly and routinely with business representative groups, such as the Trinidad and Tobago Chamber of Industry and Commerce, in order **to finance, as necessary, and organise a number of business compliance events in Port of Spain and elsewhere**, the purpose of which is to create a viable forum in which to advance the merits of operating a successful ICP, as well as helping others to achieve this outcome. We feel that this Special Integrity Project will be welcomed by the business community of Trinidad and Tobago, as well as professional associations and civil society across our islands, and visibly place us in the vanguard of the changing compliance landscape.

9 SECTION 6: SCHEDULE OF APPROVAL, REVIEW, AMENDMENT, MONITORING & VERIFICATION

9.1 APPROVAL

This D-ICP shall come into effect once approved by DeNovo's Managing Director.

9.2 REVIEW

This D-ICP shall be subjected to review by the Managing Director of Integrity (1) twelve (12) months after having received the approval listed above and annually thereafter; and/or (2) after an event that in the view of the MDI and/or the D-IAB warrants such a review.

9.3 AMENDMENT

This D-ICP shall be amended, as necessary, by the Managing Director of Integrity following (1) a Review; and/or (2) receipt and appraisal of the Monitor's Report.

9.4 MONITORING & VERIFICATION

This D-ICP shall be subjected to Monitoring and Review by the External Monitor within six (6) months of the Managing Director of Integrity signifying to DeNovo's Managing Director that the D-ICP is sufficiently embedded and operational to warrant such an Integrity Audit.

1 ANNEX 1 – UNITED NATIONS GLOBAL COMPACT (THE TEN PRINCIPLES)

Corporate sustainability starts with a company's value system and a principles-based approach to doing business. This means operating in ways that, at a minimum, meet fundamental responsibilities in the areas of human rights, labour, environment, and counter-corruption. Responsible businesses enact the same values and principles wherever they have a presence and know that good practices in one area do not offset harm in another.

By incorporating the Ten Principles of the UN Global Compact into strategies, policies, and procedures, and establishing a culture of integrity, companies are not only upholding their basic responsibilities to people and planet, but also setting the stage for long-term success.

The Ten Principles of the United Nations Global Compact are derived from: the Universal Declaration of Human Rights, the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development, and the United Nations Convention Against Corruption.

1.1 HUMAN RIGHTS

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

1.2 LABOUR

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Principle 4: the elimination of all forms of forced and compulsory labour
- Principle 5: the effective abolition of child labour.
- Principle 6: the elimination of discrimination in respect of employment and occupation.

1.3 ENVIRONMENT

- Principle 7: Businesses should support a precautionary approach to environmental challenges.
- Principle 8: undertake initiatives to promote greater environmental responsibility.
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

1.4 COUNTER-CORRUPTION

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

Further information about the Ten Principles can be found at https://www.unglobalcompact.org/what-is-gc/ mission/principles.

2 ANNEX 2 – EXTRACTIVE INDUSTRIES TRANSPARENCY INITIATIVE (THE NINE EXPECTATIONS)

2.1 EXPECTATIONS FOR EITI SUPPORTING COMPANIES

EITI supporting companies recognise that increased transparency can promote understanding of natural resource management, strengthen public and corporate governance, reduce corruption, and provide data to inform greater transparency and accountability in the oil, gas, and mining sectors. Supporting companies, working together with governments and citizens, aim to deliver natural resources in a manner that benefits societies and communities.

Supporting companies uphold the EITI Standard through reporting in EITI implementing countries where they operate. Supporting companies are also encouraged to participate in multi-stakeholder groups and to actively engage in the EITI process in implementing countries.

EITI supporting companies further support EITI implementation through their membership in the EITI Association, by meeting this set of Expectations and an annual financial contribution to the international management of the EITI.

2.2 ALL EITI SUPPORTING COMPANIES ARE EXPECTED

2.2.1 EXPECTATION 1

Publicly declare and publish support for the EITI and the objective of the EITI Association to make the EITI Principles and the EITI Standard the internationally accepted standard for transparency in the oil, gas, and mining sectors.

2.2.2 EXPECTATION 2

Make comprehensive disclosures in accordance with the EITI Standard in all EITI implementing countries where the company or its controlled subsidiaries operate. Where not disclosed in other company reporting, publicly disclose a list of controlled subsidiaries operating in the oil, gas or mining sectors in EITI implementing countries.

2.2.3 EXPECTATON 3

Publicly disclose taxes and payments to governments at a project-level in line with the EITI Standard in all non-EITI implementing countries where the company operates unless disclosure is not feasible. Where not feasible, the country-specific legal or practical barriers to disclosure should be publicly explained.

2.2.4 EXPECTATION 4

For companies buying oil, gas and/or mineral resources from the state in EITI implementing countries, disclose volumes received and payments made in line with the EITI Standard and the EITI reporting guidelines for companies buying oil, gas, and minerals from governments unless disclosure is not feasible.

2.2.5 EXPECTATION 5

In line with the EITI Standard, publicly disclose audited financial statements, or the main items (i.e., balance sheet, profit/loss statement, cash flows) where financial statements are not available.

2.2.6 EXPECTATION 6

Publicly declare and publish support for beneficial ownership transparency and publicly disclose beneficial owners in line with the EITI Standard, recognising that listed companies will disclose the name of the stock exchange(s), include a link(s) to stock exchange filings where they are listed and otherwise do what is required by applicable regulations and listing requirements.

2.2.7 EXPECTATION 7

Engage in rigorous due diligence processes and publish an anti-corruption policy setting out how the company manages corruption risk, including how the company collects and takes risk-based steps to use beneficial ownership data regarding joint venture partners, contractors, and suppliers in its processes.

2.2.8 EXPECTATION 8

Publicly declare and publish support for governments' efforts to publicly disclose contracts and licenses that govern the exploration and exploitation of oil, gas, and minerals in line with the EITI Standard, and contribute to public disclosure of contracts and licenses in EITI implementing countries consistent with government procedures.

2.2.9 EXPECTATION 9

Publish a commitment and/or policy on gender diversity in the oil, gas or mining sectors and support reporting by EITI implementing countries under the EITI Standard by disclosing employment in the sectors disaggregated by gender.

2.3 ASSESSMENT OF THE EXPECTATIONS FOR EITI SUPPORTING COMPANIES

- The EITI International Secretariat assesses whether supporting companies are meeting the Expectations ahead of the EITI Association Members' Meeting, which is generally held every three years in connection with the EITI Conference and is responsible for electing the EITI Board. The results of the assessment are published following supporting company review.
- All EITI supporting companies are expected to meet the Expectations. Companies assessed as not fully meeting the Expectations are encouraged to address gaps in adherence and will be assessed as fully meeting the Expectations when gaps are addressed, following notification to and reassessment by the International Secretariat.
- In accordance with Articles 5 and 8 of the EITI Articles of Association, each constituency of the EITI Association decides on its rules governing appointments of Members of the EITI Association and nominations of Members and Alternates to the EITI Board. These rules are provided in the Company Constituency Guidelines.
- Consistent with the Company Constituency Guidelines, the Company Constituency commits to consider whether supporting companies are meeting the Expectations, as assessed by the International Secretariat, as the primary consideration in electing nominees to the EITI Board. The Company Constituency, through its sub-constituencies, first considers candidates to nominate to the EITI Board from supporting companies fully meeting the Expectations. Candidates from new supporting companies assessed for the first time and not fully meeting the Expectations may also be considered if the company demonstrates a plan to address gaps in adherence.
- EITI supporting company representatives appointed as Members of the EITI Association are subject to the EITI Articles of Association and Code of Conduct, like all other Members from the Constituency of Countries, Constituency of Companies and Constituency of Civil Society Organisations.

3 ANNEX 3 – WORLD BANK GROUP'S INTEGRITY COMPLIANCE GUIDELINES

As part of the World Bank Group's (WBG) continuing effort to improve its sanctions regime, the existing sanction of debarment with conditional release has become the default or "baseline" WBG sanction for cases initiated under the WBG's revised Sanctions Procedures effective September 2010.

Going forward the establishment (or improvement) and implementation of an integrity compliance program satisfactory to the WBG will be a principal condition to ending a debarment (or conditional non-debarment), or in the case of some existing debarments, early termination of the debarment.

In September 2010, the World Bank Integrity Vice Presidency appointed an Integrity Compliance Officer (ICO). In addition to monitoring integrity compliance by sanctioned companies (or codes of conduct for individuals), the ICO also will decide whether the compliance condition, and/or others established by the Sanctions Board or a WBG Evaluation and Suspension Officer as part of a debarment, have been satisfied.

For more on Sanctions Procedures, visit www.worldbank.org/sanctions and for more on World Bank Group counter-corruption efforts, visit www.worldbank.org/integrity.

3.1 PROHIBITION OF MISCONDUCT

A clearly articulated and visible prohibition of Misconduct (fraud, corruption, collusion, and coercive practices), to be articulated in a code of conduct or similar document or communication.

3.2 RESPONSIBILITY

Create and maintain a trust-based, inclusive organisational culture that encourages ethical conduct, a commitment to compliance with the law and a culture in which Misconduct is not tolerated.

Leadership: Strong, explicit, visible, and active support and commitment from senior management, and the party's Board of Directors or similar bodies, for the party's Integrity Compliance Program (Program) and its implementation, in letter and spirit.

Individual Responsibility: Compliance with the Program is mandatory and is the duty of all individuals at all levels of the party.

Compliance Function: Oversight and management of the Program is the duty of one or more senior corporate officers, with an adequate level of autonomy and with sufficient resources and the authority to effectively implement.

3.3 PROGRAM INITIATION, RISK ASSESSMENT AND REVIEWS

When establishing a suitable Program, carry out an initial (or updated) comprehensive risk assessment relating to the potential for the occurrence of fraud, corruption or other Misconduct in the party's business and operations, taking into account its size, business sector, location(s) of operations and other circumstances particular to the party; and review and update this risk assessment periodically and whenever necessary to meet changed circumstances. Senior management should implement a systemic approach to monitoring the Program, periodically reviewing the Program's suitability, adequacy, and effectiveness in preventing, detecting, investigating, and responding to all types of Misconduct. It also should take into account relevant developments in the field of compliance and evolving international and industry standards. When shortcomings are identified, the party should take reasonable steps to prevent further similar shortcomings, including making any necessary modifications to the Program.

3.4 INTERNAL POLICIES

Develop a practical and effective Program that clearly articulates values, policies, and procedures to be used to prevent, detect, investigate, and remediate all forms of Misconduct in all activities under a party's/person's effective control.

1. **Due Diligence of Employees**: Vet current and future employees with any decision-making authority or in a position to influence business results, including management and Board members, to determine if they have engaged in Misconduct or other conduct inconsistent with an effective Integrity Compliance Program.
2. **Restricting Arrangements with former Public Officials**: Impose restrictions on the employment of, or other remunerative arrangements with, public officials, and with entities and persons associated or related to them, after their resignation or retirement, where such activities or employment relate directly to the functions held or supervised by those public officials during their tenure or those functions over which they were or continue to be able to exercise material influence.
3. **Gifts, Hospitality, Entertainment, Travel and Expenses**: Establish controls and procedures covering gifts, hospitality, entertainment, travel, or other expenses to ensure that they are reasonable, do not improperly affect the outcome of a business transaction, or otherwise result in an improper advantage.
4. **Political contributions**: Only make contributions to political parties, party officials and candidates in accordance with applicable laws, and take appropriate steps to publicly disclose all political contributions (unless secrecy or confidentiality is legally required).
5. **Charitable Donations & Sponsorships**: Take measures within the party's power to ensure that their charitable contributions are not used as a subterfuge for Misconduct. Unless secrecy or confidentiality is legally required, all charitable contributions and sponsorships should be publicly disclosed.
6. **Facilitation Payments**: The party should not make facilitation payments.
7. **Recordkeeping**: Appropriate records must be maintained regarding all aspects covered by the Program, including when any payment is made for the matters or items listed in 3 through 7 above.
8. **Fraudulent, Collusive and Coercive Practices**: Particular safeguards, practices and procedures should be adopted to detect and prevent not only corruption, but also fraudulent, collusive and coercive practices.

3.5 POLICIES RE: BUSINESS PARTNERS

Use party's best efforts to encourage all business partners with which the party has a significant business relationship or over which it has influence to adopt an equivalent commitment to prevent, detect, investigate, and remediate Misconduct (and, in the case of business partners which are controlled affiliates, joint ventures, unincorporated associations or similar entities, to the extent possible obligate them to so adopt). This includes agents, advisers, consultants, representatives, distributors, contractors, subcontractors, suppliers, joint venture partners, and other third parties.

1. **Due Diligence on Business Partners**: Conduct properly documented, risk-based due diligence (including to identify any beneficial owners or other beneficiaries not on record) before entering into a relationship with a business partner, and on an ongoing basis. Avoid dealing with contractors, suppliers and other business partners known or (except in extraordinary circumstances and where appropriate mitigating actions are put in place) reasonably suspected to be engaging in Misconduct.
2. **Inform Partner of integrity compliance Program**: Make party's Program known to all business partners and make it clear that the party expects all activities carried out on its behalf to be compliant with its Program.
3. **Reciprocal commitment**: Seek reciprocal commitment to compliance from party's business partners. If business partners do not have an integrity compliance program, the party should encourage them to adopt a robust and effective program by reference to the activities and circumstances of those partners.
4. **Proper documentation**: Document fully the relationship with the party's business partners.
5. **Appropriate Remuneration**: Ensure that any payment made to any business partner represents an appropriate and justifiable remuneration for legitimate services performed or goods provided by such business partner and that it is paid through bona fide channels.

6. **Monitoring/oversight**: Monitor the execution of all contracts to which the party is a party in order to ensure, as far as is reasonable, that there is no Misconduct in their execution. The party should also monitor the programs and performance of business partners as part of its regular review of its relationships with them.

3.6 INTERNAL CONTROL

1. **Financial**: Establish and maintain an effective system of internal controls comprising financial and organisational checks and balances over the party's financial, accounting and recordkeeping practices, and other business processes. The party should subject the internal controls systems, in particular the accounting and recordkeeping practices, to regular, independent, internal, and external audits to provide an objective assurance on their design, implementation, and effectiveness and to bring to light any transactions which contravene the Program.
2. **Contractual Obligations**: Employment and business partner contracts should include express contractual obligations, remedies and/or penalties in relation to Misconduct (including in the case of business partners, a plan to exit from the arrangement, such as a contractual right of termination, in the event that the business partner engages in Misconduct).
3. **Decision-Making Process**: Establish a decision-making process whereby the decision process and the seniority of the decision-maker is appropriate for the value of the transaction and the perceived risk of each type of Misconduct.

3.7 TRAINING & COMMUNICATION

Take reasonable, practical steps to periodically communicate its Program, and provide and document effective training in the Program tailored to relevant needs, circumstances, roles, and responsibilities, to all levels of the party (especially those involved in "high risk" activities) and, where appropriate, to business partners. Party management also should make statements in its annual reports or otherwise publicly disclose or disseminate knowledge about its Program.

3.8 INCENTIVES

1. **Positive**: Promote the Program throughout the party by adopting appropriate incentives to encourage and provide positive support for the observance of the Program at all levels of the party.
2. **Disciplinary Measures**: Take appropriate disciplinary measures (including termination) with all persons involved in Misconduct or other Program violations, at all levels of the party including officers and directors.

3.9 REPORTING

1. **Duty to Report**: Communicate to all personnel that they have a duty to report promptly any concerns they may have concerning the Program, whether relating to their own actions or the acts of others.
2. **Advice**: Adopt effective measures and mechanisms for providing guidance and advice to management, staff and (where appropriate) business partners on complying with the party's Program, including when they need urgent advice on difficult situations in foreign jurisdictions.
3. **Whistleblowing/Hotlines**: Provide channels for communication (including confidential channels) by, and protection of, persons not willing to violate the Program under instruction or pressure from hierarchical superiors, as well as for persons willing to report breaches of the Program occurring within the party. The party should take appropriate remedial action based on such reporting.
4. **Periodic Certification**: All relevant personnel with decision-making authority or in a position to influence business results should periodically (at least annually) certify, in writing, that they have reviewed the party's code of conduct, have complied with the Program, and have communicated to the designated corporate officer responsible for integrity compliance matters any information they may have relating to a possible violation of the Program by other corporate personnel or business partners.

3.10 REMEDIATE MISCONDUCT

1. **Investigating Procedures**: Implement procedures for investigating Misconduct and other violations of its Program which are encountered, reported, or discovered by the party.

2. **Respond**: When Misconduct is identified, the party should take reasonable steps to respond with appropriate corrective action and to prevent further or similar Misconduct and other violations of its Program.

3.11 COLLECTIVE ACTION

Where appropriate – especially for SMEs and other entities without well-established Programs, and for those larger corporate entities with established Programs, trade associations and similar organisations acting on a voluntary basis – endeavour to engage with business organisations, industry groups, professional associations, and civil society organisations to encourage and assist other entities to develop programs aimed at preventing Misconduct.

For more information on Sanctions Procedures, visit www.worldbank.org/sanctions

For more information on World Bank Group counter-corruption efforts, visit www.worldbank.org/integrity.

The Summary of World Bank Group Integrity Compliance Guidelines incorporates standards, principles and components commonly recognised by many institutions and entities as good governance and anti- fraud and corruption practices. They are directed principally at sanctioned "parties", although others are encouraged to consider their appropriateness for adoption. They are not intended to be all-inclusive, exclusive, or prescriptive; rather a party's adoption of these Guidelines, or variants thereof, should be determined based on that party's own circumstances.

4 ANNEX 4 – ISO 37001 ANTI-BRIBERY MANAGEMENT SYSTEM STANDARD

As stated by the International Standards Organisation:

"Transparency and trust are the building blocks of any organisation's credibility. Nothing undermines effective institutions and equitable business more than bribery, which is why there's ISO 37001.

It is the International Standard that allows organisations of all types to prevent, detect and address bribery by adopting an anti-bribery policy, appointing a person to oversee anti-bribery compliance, training, risk assessments and due diligence on projects and business associates, implementing financial and commercial controls, and instituting reporting and investigation procedures.

Providing a globally recognized way to address a destructive criminal activity that turns over a trillion dollars of dirty money each year, ISO 37001 addresses one of the world's most destructive and challenging issues head-on and demonstrates a committed approach to stamping out corruption."

4.1 WHERE CAN I FIND OUT MORE ABOUT ISO 37001?

ISO 37001 can be purchased from your national ISO member or through the ISO Store.

Go to https://www.iso.org/iso-37001-anti-bribery-management.html for the link to the ISO.org page covering ISO 37001.

5 ANNEX 5 – SUMMARY OF COUNTER-CORRUPTION LAWS: TRINIDAD AND TOBAGO & USA

5.1 TRINIDAD AND TOBAGO

5.1.1 COUNTER-CORRUPTION FRAMEWORK

1. The Prevention of Corruption Act (1987) forms the basis of Trinbagonian counter-corruption legislation. It criminalises corruption, sets out definitions and penalties. It was amended in 2001 to establish better protection mechanisms for whistleblowers and to establish a commission to investigate corruption allegations. The primary counter-corruption institution in Trinidad and Tobago, the Integrity Commission, was established by the Integrity in Public Life Act (2010).

2. The Commission receives and investigates complaints of corruption and allegations of officials in breach of Trinidad and Tobago's counter-corruption laws. The Integrity Commission enjoys support across the political spectrum, though its funding does fluctuate.

3. Two other important laws are the Freedom of Information Act (1999) and the Civil Asset Recovery and Management and Unexplained Wealth Act (2019), which, amongst other things, provides for the establishment of the Civil Asset Recovery and Management Agency for the recovery of criminal property. The Freedom of Information Act seeks to create transparency in government by providing the public with access to public documents. These two laws are instrumental in recovering or forfeiting unexplained or illegally obtained assets from organised criminal groupings. The Transparency Institute of Trinidad and Tobago (the local Transparency International partner) has commended the 2019 Act as a "major step in the right direction" (TTI 2019).

5.1.2 REGIONAL COOPERATION

1. The principal regional initiative against corruption is the Inter-American Convention against Corruption ("IACC"). The IACC has been signed by all 34 members of the Organization of American States ("OAS"), including Trinidad and Tobago. All signatories have therefore declared their intention to adopt a set of agreed-upon steps to prevent and counter corruption, including passing laws that provide provisions and establish the bodies capable of doing so.

2. The OAS has established a Follow-Up Mechanism for the Implementation of the IACC (known by its abbreviation MESICIC). MESICIC coordinates review rounds and releases assessments and recommendations for its member states. It also provides states with guidance on how to design and/or implement specific laws.

3. The MESICIC has a committee of experts responsible for reviewing the implementation of the IACC. The committee meets twice a year and typically reviews following a visit that includes consultations with various stakeholders (including civil society).

4. In addition to IACC, Trinidad and Tobago have signed and ratified the UN Convention against Corruption ("UNCAC"). As such, Trinidad and Tobago have promised to undertake measures to prevent and combat corruption, as well as to participate in international cooperation with this aim. UNCAC calls signatories to establish specialised anti- corruption bodies, as well as to ensure transparency in politics, elections, and public administration.

5.2 USA

1. Domestic Bribery (both private to public and private to private) is unlawful in the United States, as is Foreign Bribery (the corruption of foreign public officials), and US prosecutors pursue corruption cases with considerable vigour and with great success.

5.2.1 DOMESTIC BRIBERY

1. Put simply, the notion of domestic bribery within the USA involves either bribing federal officials (private to public) or commercial bribery (private to private) and amounts to a criminal office. In terms of the corruption of federal officials, the main statute criminalising their bribery is 18 U.S.C., sections 201 (b) and (c). Section 201 (b) prohibits the payment, offer and receipt of bribes, whereas section 201(c) prohibits the payment, offer and receipt of an illegal "gratuity". The main distinction between the two sections is that the former requires a specific intent "to influence" a particular official act (in the case of the giver), or "being influenced" in an official act (in the case of the recipient); however, an illegal gratuity only requires that the unlawful gift be given or received "for or because of" any official act. The penalty for contravening section 201(b) is considerably more Draconian than that of section 201(c), because bribing a federal official is punishable with up to 15 years imprisonment, a fine of USD250,000 (or USD500,000 for an organisation) or up to three times the value of the bribe, whichever is greater. Section 201(c) is punishable by up to 2 years imprisonment and a fine of USD250,000 (or USD500,000 for an organisation).

5.2.2 FOREIGN BRIBERY

1. In the USA, it is the Foreign Corrupt Practices Act of 1977 ("the FCPA"), as amended, that primarily deals with and criminalises the payment of bribes to officials of a foreign government. A convenient overview of that Act is provided by the US Department of Justice ("DoJ") on its website:

   "The [FCPA], as amended, 15 U.S.C. §§ 78dd-1, et seq., was enacted for the purpose of making it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business. Specifically, the anti-bribery provisions of the FCPA prohibit the willful use of the mails or any means of instrumentality of interstate commerce corruptly in furtherance of any offer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a foreign official to influence the foreign official in his or her official capacity, induce the foreign official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person.

   Since 1977, the anti-bribery provisions of the FCPA have applied to all U.S. persons and certain foreign issuers of securities. With the enactment of certain amendments in 1998, the anti-bribery provisions of the FCPA now also apply to foreign firms and persons who cause, directly or through agents, an act in furtherance of such a corrupt payment to take place within the territory of the United States.

   The FCPA also requires companies whose securities are listed in the United States to meet its accounting provisions (see 15 U.S.C. § 78). These accounting provisions, which were designed to operate in tandem with the anti-bribery provisions of the FCPA, require corporations covered by the provisions to (a) make and keep books and records that accurately and fairly reflect the transactions of the corporation; and (b) devise and maintain an adequate system of internal accounting controls."

1. The Criminal Division of the US DoJ together with the Enforcement Division of the US Securities & Exchange ("SEC") Commission have published a useful Resource Guide to the US FCPA, which is now in its 2nd Edition. That Guide can be found at https://www.justice.gov/criminal-fraud/file/1292051/download and within it the DoJ makes it clear that since 1998, the "*FCPA's anti-bribery provisions have applied to foreign persons and foreign non-issuer entities that, either directly or through an agent, engage in any act in furtherance of a corrupt payment (or an offer, promise, or authorization to pay) while in the territory of the United States*", which the DoJ interprets expansively as including the *"placing [of] a telephone call or sending an e-mail, text message, or fax from, to, or through the United States ... as does sending a wire transfer from or to a U.S. bank or otherwise using the U.S. banking system, or traveling across state borders or internationally to or from the United States."*
   To this end, a Trinbagonian company that, for example, paid a bribe in USD to a corrupt public official in a foreign jurisdiction or sent an email facilitating the payment of such a bribe across a US email server could and upon discovery likely would be prosecuted under the FCPA by the US DoJ.

2. The DoJ is the primary prosecutorial body with authority to prosecute corruption on the federal level within the United States. Within the DoJ, a specialized FCPA unit under the Fraud Section handles foreign corruption cases, now more frequently with the assistance of a US Attorney's Office. Meanwhile, the Public Integrity Section and US Attorney's Offices handle domestic corruption cases. Each of the 94 US Attorney's Offices has authority to bring federal criminal charges regarding corruption with a nexus to their district.

   The SEC has broad civil authority to address civil violations of the FCPA involving publicly listed companies. Furthermore, state, and local prosecutors can bring criminal charges for violations of state counter- corruption laws.

3. It is noteworthy that the presence of an effective ICP can be a powerful mitigating factor in the DoJ's prosecution calculus, and the absence of such an ICP may be an aggravating factor in a counter-corruption prosecution. In the USA there is no general criminal statute requiring companies to have an ICP, although certain regulated industries may have specific statutory compliance program requirements (e.g., the Bank Secrecy Act requires financial institutions to develop and implement anti-money laundering compliance programs).

4. In terms of criminal (as opposed to civil) penalties, companies found to have violated the anti-bribery provisions of the FCPA may be fined the greater of USD2 million per violation or twice the gain or loss resulting from the improper payment. Individuals who violate the anti-bribery provisions are subject to penalties of the greater of USD250,000 per violation or twice the gain or loss resulting from the improper payment and may also face up to five years' imprisonment. The applicable statute of limitations is five years. Officers, directors, stockholders, and employees of business entities may be prosecuted for violations of the FCPA irrespective of whether the business entity itself is prosecuted. Any fine imposed upon an officer, director, stockholder, employee, or agent may not be paid or reimbursed, directly or indirectly, by the business entity. Beyond these statutory maximum sentences, the penalties in any particular case will be calculated under the US Sentencing Guidelines, which provide a framework for determining penalties based on a series of factors, including the characteristics of the offence, the characteristics of the offender, and various mitigating and aggravating factors.

6 ANNEX 6 – FATF RECOMMENDATIONS

The FATF Recommendations set out a comprehensive and consistent framework of measures which countries should implement in order to combat money laundering and terrorist financing, as well as the financing of proliferation of weapons of mass destruction. Countries have diverse legal, administrative, and operational frameworks and different financial systems, and so cannot all take identical measures to counter these threats. The FATF Recommendations, therefore, set an international standard, which countries should implement thorough measures adapted to their particular circumstances. The FATF Recommendations set out the essential measures that countries should have in place to:

- identify the risks and develop policies and domestic coordination.
- pursue money laundering, terrorist financing and the financing of proliferation.
- apply preventive measures for the financial sector and other designated sectors.
- establish powers and responsibilities for the competent authorities (e.g., investigative, law enforcement and supervisory authorities) and other institutional measures.
- enhance the transparency and availability of beneficial ownership information of legal persons and arrangements.
- facilitate international cooperation.

Note: * Recommendations marked with an asterisk have interpretive notes, which should be read in conjunction with the Recommendation. These interpretative notes can be found by downloading the full FATF Recommendations booklet available from https://www.fatf-gafi.org/en/publications/fatfrecommendations/documents/fatf-recommendations.html.

6.1 AML/CFT POLICIES AND COORDINATION

6.1.1 ASSESSING RISKS AND APPLYING A RISK-BASED APPROACH*

Countries should identify, assess, and understand the money laundering and terrorist financing risks for the country, and should take action, including designating an authority or mechanism to coordinate actions to assess risks, and apply resources, aimed at ensuring the risks are mitigated effectively. Based on that assessment, countries should apply a risk-based approach (RBA) to ensure that measures to prevent or mitigate money laundering and terrorist financing are commensurate with the risks identified. This approach should be an essential foundation to efficient allocation of resources across the anti-money laundering and countering the financing of terrorism (AML/CFT) regime and the implementation of risk-based measures throughout the FATF Recommendations. Where countries identify higher risks, they should ensure that their AML/CFT regime adequately addresses such risks. Where countries identify lower risks, they may decide to allow simplified measures for some of the FATF Recommendations under certain conditions.

Countries should also identify, assess, and understand the proliferation financing risks for the country. In the context of Recommendation “Assessing risks and applying a risk-based approach” above, “proliferation financing risk” refers strictly and only to the potential breach, non-implementation or evasion of the targeted financial sanctions obligations referred to in Recommendation “Targeted financial sanctions related to proliferation” below, Countries should take commensurate action aimed at ensuring that these risks are mitigated effectively, including designating an authority or mechanism to coordinate actions to assess risks, and allocate resources efficiently for this purpose. Where countries identify higher risks, they should ensure that they adequately address such risks. Where countries identify lower risks, they should ensure that the measures applied are commensurate with the level of proliferation financing risk, while still ensuring full implementation of the targeted financial sanctions as required in Recommendation “Targeted financial sanctions related to proliferation” below.

Countries should require financial institutions and designated non-financial businesses and professions (DNFBPs) to identify, assess and take effective action to mitigate their money laundering, terrorist financing and proliferation financing risks.

6.1.2 NATIONAL COOPERATION AND COORDINATION

Countries should have national AML/CFT/CPF policies, informed by the risks identified, which should be regularly reviewed, and should designate an authority or have a coordination or other mechanism that is responsible for such policies. (Note: In the event that facilitation payments are not eliminated entirely, in each instance the debarred party should report to the ICO the circumstances surrounding its payment, including whether it was limited to a small payment to a low-level official(s) for a routine action(s) to which the party is entitled and the payment has been appropriately accounted for.)

Countries should ensure that policy-makers, the financial intelligence unit (FIU), law enforcement authorities, supervisors and other relevant competent authorities, at the policymaking and operational levels, have effective mechanisms in place which enable them to cooperate, and, where appropriate, coordinate and exchange information domestically with each other concerning the development and implementation of policies and activities to combat money laundering, terrorist financing and the financing of proliferation of weapons of mass destruction. This should include cooperation and coordination between relevant authorities to ensure the compatibility of AML/CFT/CPF requirements with Data Protection and Privacy rules and other similar provisions (e.g., data security/localisation).

6.2 MONEY LAUNDERING AND CONFISCATION

6.2.1 MONEY LAUNDERING OFFENCE*

Countries should criminalise money laundering on the basis of the Vienna Convention and the Palermo Convention. Countries should apply the crime of money laundering to all serious offences, with a view to including the widest range of predicate offences.

6.2.2 CONFISCATION AND PROVISIONAL MEASURES*

Countries should adopt measures similar to those set forth in the Vienna Convention, the Palermo Convention, and the Terrorist Financing Convention, including legislative measures, to enable their competent authorities to freeze or seize and confiscate the following, without prejudicing the rights of bona fide third parties: (a) property laundered, (b) proceeds from, or instrumentalities used in or intended for use in money laundering or predicate offences, (c) property that is the proceeds of, or used in, or intended or allocated for use in, the financing of terrorism, terrorist acts or terrorist organisations, or (d) property of corresponding value.

Such measures should include the authority to: (a) identify, trace and evaluate property that is subject to confiscation; (b) carry out provisional measures, such as freezing and seizing, to prevent any dealing, transfer or disposal of such property; (c) take steps that will prevent or void actions that prejudice the country's ability to freeze or seize or recover property that is subject to confiscation; and (d) take any appropriate investigative measures.

Countries should consider adopting measures that allow such proceeds or instrumentalities to be confiscated without requiring a criminal conviction (non-conviction-based confiscation), or which require an offender to demonstrate the lawful origin of the property alleged to be liable to confiscation, to the extent that such a requirement is consistent with the principles of their domestic law.

6.3 TERRORIST FINANCING AND FINANCING OF PROLIFERATION

6.3.1 TERRORIST FINANCING OFFENCE*

Countries should criminalise terrorist financing on the basis of the Terrorist Financing Convention and should criminalise not only the financing of terrorist acts but also the financing of terrorist organisations and individual terrorists even in the absence of a link to a specific terrorist act or acts. Countries should ensure that such offences are designated as money laundering predicate offences.

6.3.2 TARGETED FINANCIAL SANCTIONS RELATED TO TERRORISM AND TERRORIST FINANCING*

Countries should implement targeted financial sanctions regimes to comply with United Nations Security Council resolutions relating to the prevention and suppression of terrorism and terrorist financing. The resolutions require countries to freeze without delay the funds or other assets of, and to ensure that no funds or other assets are made available, directly, or indirectly, to or for the benefit of, any person or entity either:

i. designated by, or under the authority of, the United Nations Security Council under Chapter VII of the Charter of the United Nations, including in accordance with resolution 1267 (1999) and its successor resolutions.
ii. (ii) designated by that country pursuant to resolution 1373 (2001).

6.3.3 TARGETY FINANCIAL SANCTIONS RELATED TO PROFILERATION*

Countries should implement targeted financial sanctions to comply with United Nations Security Council resolutions relating to the prevention, suppression, and disruption of proliferation of weapons of mass destruction and its financing. These resolutions require countries to freeze without delay the funds or other assets of, and to ensure that no funds and other assets are made available, directly, or indirectly, to or for the benefit of, any person or entity designated by, or under the authority of, the United Nations Security Council under Chapter VII of the Charter of the United Nations.

6.3.4 NON-PROFIT ORGANISATIONS*

Countries should review the adequacy of laws and regulations that relate to non-profit organisations which the country has identified as being vulnerable to terrorist financing abuse. Countries should apply focused and proportionate measures, in line with the risk-based approach, to such non-profit organisations to protect them from terrorist financing abuse, including:

- by terrorist organisations posing as legitimate entities.
- by exploiting legitimate entities as conduits for terrorist financing, including for the purpose of escaping asset-freezing measures.
- by concealing or obscuring the clandestine diversion of funds intended for legitimate purposes to terrorist organisations.

6.4 PREVENTIVE MEASURES

6.4.1 FINANCIAL INSTITUTION SECRECY LAWS

Countries should ensure that financial institution secrecy laws do not inhibit implementation of the FATF Recommendations.

6.5 CUSTOMER DUE DILIGENCE AND RECORD-KEEPING

6.5.1 CUSTOMER DUE DILLIGENCE*

Financial institutions should be prohibited from keeping anonymous accounts or accounts in obviously fictitious names.

Financial institutions should be required to undertake customer due diligence (CDD) measures when:

i. Establishing business relations.
ii. Carrying out occasional transactions: (i) above the applicable designated threshold (USD/EUR 15,000); or (ii) that are wire transfers in the circumstances covered by the Interpretive Note to Recommendation "Wire transfers" below.
iii. There is a suspicion of money laundering or terrorist financing.
iv. The financial institution has doubts about the veracity or adequacy of previously obtained customer identification data.

v. The principle that financial institutions should conduct CDD should be set out in law. Each country may determine how it imposes specific CDD obligations, either through law or enforceable means.

vi. The CDD measures to be taken are as
   a. Identifying the customer and verifying that customer's identity using reliable, independent source documents, data, or information.
   b. Identifying the beneficial owner and taking reasonable measures to verify the identity of the beneficial owner, such that the financial institution is satisfied that it knows who the beneficial owner is. For legal persons and arrangements this should include financial institutions understanding the ownership and control structure of the customer.
   c. Understanding and, as appropriate, obtaining information on the purpose and intended nature of the business relationship.
   d. Conducting ongoing due diligence on the business relationship and scrutiny of transactions undertaken throughout the course of that relationship to ensure that the transactions being conducted are consistent with the institution's knowledge of the customer, their business and risk profile, including, where necessary, the source of funds.

vii. Financial institutions should be required to apply each of the CDD measures under (a) to (d) above but should determine the extent of such measures using a risk-based approach (RBA) in accordance with the Interpretive Notes to this Recommendation and to Recommendation "Assessing risks and applying a risk-based approach" above.

viii. Financial institutions should be required to verify the identity of the customer and beneficial owner before or during establishing a business relationship or conducting transactions for occasional customers. Countries may permit financial institutions to complete the verification as soon as reasonably practicable following the establishment of the relationship, where the money laundering and terrorist financing risks are effectively managed and where this is essential not to interrupt the normal conduct of business.

ix. Where the financial institution is unable to comply with the applicable requirements under sub-paragraphs (a) to (d) above (subject to appropriate modification of the extent of the measures on a risk-based approach), it should be required not to open the account, commence business relations or perform the transaction; or should be required to terminate the business relationship; and should consider making a suspicious transactions report in relation to the customer.

x. These requirements should apply to all new customers, although financial institutions should also apply this Recommendation to existing customers on the basis of materiality and risk and should conduct due diligence on such existing relationships at appropriate times.

6.5.2 RECORD-KEEPING

Financial institutions should be required to maintain, for at least five years, all necessary records of transactions, both domestic and international, to enable them to comply swiftly with information requests from the competent authorities. Such records must be sufficient to permit reconstruction of individual transactions (including the amounts and types of currency involved, if any) so as to provide, if necessary, evidence for prosecution of criminal activity.

Financial institutions should be required to keep all records obtained through CDD measures (e.g. copies or records of official identification documents like passports, identity cards, driving licences or similar documents), account files and business correspondence, including the results of any analysis undertaken (e.g. inquiries to establish the background and purpose of complex, unusual large transactions), for at least five years after the business relationship is ended, or after the date of the occasional transaction.

Financial institutions should be required by law to maintain records on transactions and information obtained through the CDD measures.

The CDD information and the transaction records should be available to domestic competent authorities upon appropriate authority.

6.6 ADDITIONAL MEASURES FOR SPECIFIC CUSTOMERS AND ACTIVITIES

6.6.1 POLITICALLY EXPOSED PERSONS*

Financial institutions should be required, in relation to foreign politically exposed persons (PEPs) (whether as customer or beneficial owner), in addition to performing normal customer due diligence measures, to:

a. Have appropriate risk-management systems to determine whether the customer or the beneficial owner is a politically exposed person.
b. Obtain senior management approval for establishing (or continuing, for existing customers) such business relationships.
c. Take reasonable measures to establish the source of wealth and source of funds.
d. Conduct enhanced ongoing monitoring of the business relationship.

Financial institutions should be required to take reasonable measures to determine whether a customer or beneficial owner is a domestic PEP or a person who is or has been entrusted with a prominent function by an international organisation. In cases of a higher risk business relationship with such persons, financial institutions should be required to apply the measures referred to in paragraphs (b), (c) and (d).

The requirements for all types of PEP should also apply to family members or close associates of such PEPs.

6.6.2 CORRESPONDING BANKING*

Financial institutions should be required, in relation to cross-border correspondent banking and other similar relationships, in addition to performing normal customer due diligence measures, to:

a. Gather sufficient information about a respondent institution to understand fully the nature of the respondent's business and to determine from publicly available information the reputation of the institution and the quality of supervision, including whether it has been subject to a money laundering or terrorist financing investigation or regulatory action.
b. Assess the respondent institution's AML/CFT controls.
c. Obtain approval from senior management before establishing new correspondent relationships.
d. Clearly understand the respective responsibilities of each institution.
e. With respect to "payable-through accounts", be satisfied that the respondent bank has conducted CDD on the customers having direct access to accounts of the correspondent bank, and that it is able to provide relevant CDD information upon request to the correspondent bank.

Financial institutions should be prohibited from entering into, or continuing, a correspondent banking relationship with shell banks. Financial institutions should be required to satisfy themselves that respondent institutions do not permit their accounts to be used by shell banks.

6.6.3 MONEY OR VALUE TRANSFER SERICES*

Countries should take measures to ensure that natural or legal persons that provide money or value transfer services (MVTS) are licensed or registered, and subject to effective systems for monitoring and ensuring compliance with the relevant measures called for in the FATF Recommendations. Countries should take action to identify natural or legal persons that carry out MVTS without a license or registration, and to apply appropriate sanctions.

Any natural or legal person working as an agent should also be licensed or registered by a competent authority, or the MVTS provider should maintain a current list of its agents accessible by competent authorities in the countries in which the MVTS provider and its agents operate. Countries should take measures to ensure that MVTS providers that use agents include them in their AML/CFT programmes and monitor them for compliance with these programmes.

6.6.4 NEW TECHNOLOGIES

Countries and financial institutions should identify and assess the money laundering or terrorist financing risks that may arise in relation to (a) the development of new products and new business practices, including new delivery mechanisms, and (b) the use of new or developing technologies for both new and pre-existing products. In the case of financial institutions, such a risk assessment should take place prior to the launch of the new products, business practices or the use of new or developing technologies. They should take appropriate measures to manage and mitigate those risks.

To manage and mitigate the risks emerging from virtual assets, countries should ensure that virtual asset service providers are regulated for AML/CFT purposes, and licensed or registered and subject to effective systems for monitoring and ensuring compliance with the relevant measures called for in the FATF Recommendations.

6.6.5 WIRE TRANSFERS*

Countries should ensure that financial institutions include required and accurate originator information, and required beneficiary information, on wire transfers and related messages, and that the information remains with the wire transfer or related message throughout the payment chain.

Countries should ensure that financial institutions monitor wire transfers for the purpose of detecting those which lack required originator and/or beneficiary information and take appropriate measures.

Countries should ensure that, in the context of processing wire transfers, financial institutions take freezing action and should prohibit conducting transactions with designated persons and entities, as per the obligations set out in the relevant United Nations Security Council resolutions, such as resolution 1267 (1999) and its successor resolutions, and resolution 1373(2001), relating to the prevention and suppression of terrorism and terrorist financing.

6.7 RELIANCE, CONTROLS AND FINANCIAL GROUPS

6.7.1 RELIANCE ON THIRD PARTIES*

Countries may permit financial institutions to rely on third parties to perform elements (a)–(c) of the CDD measures set out in Recommendation "Customer due diligence" above or to introduce business, provided that the criteria set out below are met. Where such reliance is permitted, the ultimate responsibility for CDD measures remains with the financial institution relying on the third party.

The criteria that should be met are as follows:

a. A financial institution relying upon a third party should immediately obtain the necessary information concerning elements (a)–(c) of the CDD measures set out in Recommendation "Customer due diligence" above.
b. Financial institutions should take adequate steps to satisfy themselves that copies of identification data and other relevant documentation relating to the CDD requirements will be made available from the third party upon request without delay.
c. The financial institution should satisfy itself that the third party is regulated, supervised, or monitored for, and has measures in place for compliance with, CDD and record- keeping requirements in line with Recommendations "Customer due diligence" and "Record-keeping".
d. When determining in which countries the third party that meets the conditions can be based, countries should have regard to information available on the level of country risk.

When a financial institution relies on a third party that is part of the same financial group, and (i) that group applies CDD and record-keeping requirements, in line with Recommendations "Customer due diligence", "Record-keeping" and "Politically exposed persons", and programmes against money laundering and terrorist financing, in accordance with Recommendation "Internal controls and foreign branches and subsidiaries"; and (ii) where the effective implementation of those CDD and record-keeping requirements and AML/CFT programmes is supervised at a group level by a competent authority, then

relevant competent authorities may consider that the financial institution applies measures under (b) and (c) above through its group programme, and may decide that (d) is not a necessary precondition to reliance when higher country risk is adequately mitigated by the group AML/CFT policies.

6.7.2 INTERNAL CONTROLS AND FOREIGN BRANCHES AND SUBSIDIARIES*

Financial institutions should be required to implement programmes against money laundering and terrorist financing. Financial groups should be required to implement group-wide programmes against money laundering and terrorist financing, including policies and procedures for sharing information within the group for AML/CFT purposes.

Financial institutions should be required to ensure that their foreign branches and majority-owned subsidiaries apply AML/CFT measures consistent with the home country requirements implementing the FATF Recommendations through the financial groups' programmes against money laundering and terrorist financing.

6.7.3 HIGHER-RISK COUNTRIES*

Financial institutions should be required to apply enhanced due diligence measures to business relationships and transactions with natural and legal persons, and financial institutions, from countries for which this is called for by the FATF. The type of enhanced due diligence measures applied should be effective and proportionate to the risks.

Countries should be able to apply appropriate countermeasures when called upon to do so by the FATF. Countries should also be able to apply countermeasures independently of any call by the FATF to do so. Such countermeasures should be effective and proportionate to the risks.

6.8 REPORTING OF SUSPICIOUS TRANSACTIONS

6.8.1 REPORTING OF SUSPICIOUS TRANSACTIONS*

If a financial institution suspects or has reasonable grounds to suspect that funds are the proceeds of a criminal activity, or are related to terrorist financing, it should be required, by law, to report promptly its suspicions to the financial intelligence unit (FIU).

6.8.2 TIPPING-OFF AND CONFIDENTIALITY

Financial institutions, their directors, officers, and employees should be:

a. Protected by law from criminal and civil liability for breach of any restriction on disclosure of information imposed by contract or by any legislative, regulatory, or administrative provision, if they report their suspicions in good faith to the FIU, even if they did not know precisely what the underlying criminal activity was, and regardless of whether illegal activity actually occurred.
b. Prohibited by law from disclosing ("tipping-off") the fact that a suspicious transaction report (STR) or related information is being filed with the FIU. These provisions are not intended to inhibit information sharing under Recommendation "Internal controls and foreign branches and subsidiaries".

6.9 DESIGNATED NON-FINANCIAL BUSINESSES AND PROFESSIONS

6.9.1 DNFBPS: CUSTOMER DUE DILIGENCE*

The customer due diligence and record-keeping requirements set out in Recommendations "Customer due diligence", "Record-keeping", "Politically exposed persons", "New technologies", and "Reliance on third parties", apply to designated non-financial businesses and professions (DNFBPs) in the following situations:

a. Casinos – when customers engage in financial transactions equal to or above the applicable designated threshold.

b. Real estate agents – when they are involved in transactions for their client concerning the buying and selling of real estate.
c. Dealers in precious metals and dealers in precious stones – when they engage in any cash transaction with a customer equal to or above the applicable designated threshold.
d. Lawyers, notaries, other independent legal professionals, and accountants – when they prepare for or carry out transactions for their client concerning the following activities:
    i. Buying and selling real estate.
    ii. Managing client money, securities, or other assets.
    iii. Management of bank, savings, or securities accounts.
    iv. Organisation of contributions for the creation, operation, or management of companies.
    v. Creation, operation or management of legal persons or arrangements, and buying and selling of business entities.
e. Trust and company service providers – when they prepare for or carry out transactions for a client concerning the following activities:
    i. acting as a formation agent of legal persons.
    ii. acting as (or arranging for another person to act as) a director or secretary of a company, a partner of a partnership, or a similar position in relation to other legal persons.
    iii. providing a registered office, business address or accommodation, correspondence or administrative address for a company, a partnership or any other legal person or arrangement.
    iv. acting as (or arranging for another person to act as) a trustee of an express trust or performing the equivalent function for another form of legal arrangement.
    v. acting as (or arranging for another person to act as) a nominee shareholder for another person.

6.9.2 DNFBPS: OTHER MEASURES*

The requirements set out in Recommendations "Internal controls and foreign branches and subsidiaries", "Higher-risk countries", "Reporting of suspicious transactions" and "Tipping-off and confidentiality" apply to all designated non-financial businesses and professions, subject to the following qualifications:

a. Lawyers, notaries, other independent legal professionals, and accountants should be required to report suspicious transactions when, on behalf of or for a client, they engage in a financial transaction in relation to the activities described in paragraph (d) of Recommendation "DNFBPs: customer due diligence". Countries are strongly encouraged to extend the reporting requirement to the rest of the professional activities of accountants, including auditing.
b. Dealers in precious metals and dealers in precious stones should be required to report suspicious transactions when they engage in any cash transaction with a customer equal to or above the applicable designated threshold.
c. Trust and company service providers should be required to report suspicious transactions for a client when, on behalf of or for a client, they engage in a transaction in relation to the activities referred to in paragraph (e) of Recommendation "DNFBPs: customer due diligence".

6.10 TRANSPARENCY AND BENEFICIAL OWENERSHIP OF LEGAL PERSONS AND ARRANGEMENTS

6.10.1 TRANSPARENCY AND BENEFICIAL OWNERSHIP OF LEGAL PERSONS*

Countries should assess the risks of misuse of legal persons for money laundering or terrorist financing and take measures to prevent their misuse. Countries should ensure that there is adequate, accurate and up-to- date information on the beneficial ownership and control of legal persons that can be obtained or accessed rapidly and efficiently by competent authorities, through either a register of beneficial ownership or an alternative mechanism. Countries should not permit legal persons to issue new bearer shares or bearer share warrants and take measures to prevent the misuse of existing bearer shares and bearer share warrants.

Countries should take effective measures to ensure that nominee shareholders and directors are not misused for money laundering or terrorist financing. Countries should consider facilitating access to beneficial ownership and control information by financial institutions and DNFBPs undertaking the requirements set out in Recommendations "Customer due diligence" and "DNFBPs: customer due diligence".

6.10.2 TRANSPARENCY AND BENEFICIAL OWNERSHIP OF LEGAL ARRANGEMENTS*

Countries should take measures to prevent the misuse of legal arrangements for money laundering or terrorist financing. In particular, countries should ensure that there is adequate, accurate and timely information on express trusts, including information on the settlor, trustee and beneficiaries, that can be obtained or accessed in a timely fashion by competent authorities.

Countries should consider measures to facilitate access to beneficial ownership and control information by financial institutions and DNFBPs undertaking the requirements set out in Recommendations "Customer due diligence" and "DNFBPs: customer due diligence".

6.11 POWERS AND RESPONSIBILITIES OF COMPETENT AUTHORITIES, AND OTHER INSTITUTIONAL MEASURES

6.11.1 REGULATION AND SUPERVISION

6.11.1.1 REGULATION AND SUPERVISION OF FINANCIAL INSTITUTIONS*

Countries should ensure that financial institutions are subject to adequate regulation and supervision and are effectively implementing the FATF Recommendations. Competent authorities or financial supervisors should take the necessary legal or regulatory measures to prevent criminals or their associates from holding, or being the beneficial owner of, a significant or controlling interest, or holding a management function in, a financial institution. Countries should not approve the establishment, or continued operation, of shell banks.

For financial institutions subject to the Core Principles, the regulatory and supervisory measures that apply for prudential purposes, and which are also relevant to money laundering and terrorist financing, should apply in a similar manner for AML/CFT purposes. This should include applying consolidated group supervision for AML/ CFT purposes.

Other financial institutions should be licensed or registered and adequately regulated, and subject to supervision or monitoring for AML/CFT purposes, having regard to the risk of money laundering or terrorist financing in that sector. At a minimum, where financial institutions provide a service of money or value transfer, or of money or currency changing, they should be licensed or registered, and subject to effective systems for monitoring and ensuring compliance with national AML/CFT requirements.

6.11.1.2 POWERS OF SUPERVISORS

Supervisors should have adequate powers to supervise or monitor, and ensure compliance by, financial institutions with requirements to combat money laundering and terrorist financing, including the authority to conduct inspections. They should be authorised to compel production of any information from financial institutions that is relevant to monitoring such compliance, and to impose sanctions, in line with Recommendation "Sanctions", for failure to comply with such requirements. Supervisors should have powers to impose a range of disciplinary and financial sanctions, including the power to withdraw, restrict or suspend the financial institution's license, where applicable.

6.11.1.3 REGULATION AND SUPERVISION OF DNFBPS

Designated non-financial businesses and professions should be subject to regulatory and supervisory measures as set out below.

a. Casinos should be subject to a comprehensive regulatory and supervisory regime that ensures that they have effectively implemented the necessary AML/CFT measures. At a minimum:
   i. casinos should be licensed.
   ii. competent authorities should take the necessary legal or regulatory measures to prevent criminals or their associates from holding, or being the beneficial owner of, a significant or controlling interest, holding a management function in, or being an operator of, a casino.
   iii. competent authorities should ensure that casinos are effectively supervised for compliance with AML/CFT requirements.
b. Countries should ensure that the other categories of DNFBPs are subject to effective systems for monitoring and ensuring compliance with AML/CFT requirements. This should be performed on a risk- sensitive basis. This may be performed by (a) a supervisor or (b) by an appropriate self-regulatory body (SRB), provided that such a body can ensure that its members comply with their obligations to combat money laundering and terrorist financing.

   The supervisor or SRB should also (a) take the necessary measures to prevent criminals or their associates from being professionally accredited, or holding or being the beneficial owner of a significant or controlling interest or holding a management function, e.g., through evaluating persons on the basis of a "fit and proper" test; and (b) have effective, proportionate, and dissuasive sanctions in line with Recommendation "Sanctions" available to deal with failure to comply with AML/CFT requirements.

6.11.2 OPERATIONAL AND LAW ENFORCEMENT

6.11.2.1 FINANCIAL INTELLIGENCE UNITS*

Countries should establish a financial intelligence unit (FIU) that serves as a national centre for the receipt and analysis of: (a) suspicious transaction reports; and (b) other information relevant to money laundering, associated predicate offences and terrorist financing, and for the dissemination of the results of that analysis. The FIU should be able to obtain additional information from reporting entities and should have access on a timely basis to the financial, administrative and law enforcement information that it requires to undertake its functions properly.

6.11.2.2 RESPONSIBILITIES OF LAW ENFORCEMENT AND INVESTIGATIVE AUTHORITIES*

Countries should ensure that designated law enforcement authorities have responsibility for money laundering and terrorist financing investigations within the framework of national AML/CFT policies. At least in all cases related to major proceeds-generating offences, these designated law enforcement authorities should develop a proactive parallel financial investigation when pursuing money laundering, associated predicate offences and terrorist financing. This should include cases where the associated predicate offence occurs outside their jurisdiction.

Countries should ensure that competent authorities have responsibility for expeditiously identifying, tracing, and initiating actions to freeze and seize property that is, or may become, subject to confiscation, or is suspected of being proceeds of crime. Countries should also make use, when necessary, of permanent or temporary multi-disciplinary groups specialised in financial or asset investigations. Countries should ensure that, when necessary, cooperative investigations with appropriate competent authorities in other countries take place.

6.11.2.3 POWERS OF LAW ENFORCEMENT AND INVESTIGATIVE AUTHORITIES

When conducting investigations of money laundering, associated predicate offences and terrorist financing, competent authorities should be able to obtain access to all necessary documents and information for use in those investigations, and in prosecutions and related actions. This should include powers to use compulsory measures for the production of records held by financial institutions, DNFBPs and other natural or legal persons, for the search of persons and premises, for taking witness statements, and for the seizure and obtaining of evidence.

Countries should ensure that competent authorities conducting investigations are able to use a wide range of investigative techniques suitable for the investigation of money laundering, associated predicate offences and terrorist financing. These investigative techniques include undercover operations, intercepting communications, accessing computer systems and controlled delivery. In addition, countries should have effective mechanisms in place to identify, in a timely manner, whether natural or legal persons hold or control accounts. They should also have mechanisms to ensure that competent authorities have a process to identify assets without prior notification to the owner. When conducting investigations of money laundering, associated predicate offences and terrorist financing, competent authorities should be able to ask for all relevant information held by the FIU.

6.11.2.4 CASH COURIERS*

Countries should have measures in place to detect the physical cross-border transportation of currency and bearer negotiable instruments, including through a declaration system and/or disclosure system.

Countries should ensure that their competent authorities have the legal authority to stop or restrain currency or bearer negotiable instruments that are suspected to be related to terrorist financing, money laundering or predicate offences, or that are falsely declared or disclosed.

Countries should ensure that effective, proportionate, and dissuasive sanctions are available to deal with persons who make false declaration(s) or disclosure(s). In cases where the currency or bearer negotiable instruments are related to terrorist financing, money laundering or predicate offences, countries should also adopt measures, including legislative ones consistent with Recommendation “Confiscation and provisional measures”, which would enable the confiscation of such currency or instruments.

6.11.3 GENERAL REQUIREMENTS & SANCTIONS

6.11.3.1 STATISTICS

Countries should maintain comprehensive statistics on matters relevant to the effectiveness and efficiency of their AML/CFT systems. This should include statistics on the STRs received and disseminated, on money laundering and terrorist financing investigations, prosecutions, and convictions; on property frozen, seized and confiscated; and on mutual legal assistance or other international requests for cooperation.

6.11.3.2 GUIDANCE AND FEEDBACK

The competent authorities, supervisors and SRBs should establish guidelines, and provide feedback, which will assist financial institutions and designated non-financial businesses and professions in applying national measures to combat money laundering and terrorist financing, and, in particular, in detecting and reporting suspicious transactions.

6.11.3.3 SANCTIONS

Countries should ensure that there is a range of effective, proportionate, and dissuasive sanctions, whether criminal, civil or administrative, available to deal with natural or legal persons covered by Recommendations “Targeted financial sanctions related to terrorism and terrorist financing”, and “Non-profit organisations” to “DNFBPs: Other measures”, that fail to comply with AML/CFT requirements. Sanctions should be applicable not only to financial institutions and DNFBPs, but also to their directors and senior management.

6.12 INTERNATIONAL COOPERATION

6.12.1 INTERNATIONAL INSTRUMENTS

Countries should take immediate steps to become party to and implement fully the Vienna Convention, 1988; the Palermo Convention, 2000; the United Nations Convention against Corruption, 2003; and the Terrorist Financing Convention, 1999.

Where applicable, countries are also encouraged to ratify and implement other relevant international conventions, such as the Council of Europe Convention on Cybercrime, 2001; the Inter-American Convention against Terrorism, 2002; and the Council of Europe Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime and on the Financing of Terrorism, 2005.

6.12.2 MUTUAL LEGAL ASSISTANCE

Countries should rapidly, constructively, and effectively provide the widest possible range of mutual legal assistance in relation to money laundering, associated predicate offences and terrorist financing investigations, prosecutions, and related proceedings. Countries should have an adequate legal basis for providing assistance and, where appropriate, should have in place treaties, arrangements or other mechanisms to enhance cooperation. In particular, countries should:

a. Not prohibit, or place unreasonable or unduly restrictive conditions on, the provision of mutual legal assistance.
b. Ensure that they have clear and efficient processes for the timely prioritisation and execution of mutual legal assistance requests. Countries should use a central authority, or another established official mechanism, for effective transmission and execution of requests. To monitor progress on requests, a case management system should be maintained.
c. Not refuse to execute a request for mutual legal assistance on the sole ground that the offence is also considered to involve fiscal matters.
d. Not refuse to execute a request for mutual legal assistance on the grounds that laws require financial institutions or DNFBPs to maintain secrecy or confidentiality (except where the relevant information that is sought is held in circumstances where legal professional privilege or legal professional secrecy applies).
e. Maintain the confidentiality of mutual legal assistance requests they receive, and the information contained in them, subject to fundamental principles of domestic law, in order to protect the integrity of the investigation or inquiry. If the requested country cannot comply with the requirement of confidentiality, it should promptly inform the requesting country.

Countries should render mutual legal assistance, notwithstanding the absence of dual criminality, if the assistance does not involve coercive actions. Countries should consider adopting such measures as may be necessary to enable them to provide a wide scope of assistance in the absence of dual criminality.

Where dual criminality is required for mutual legal assistance, that requirement should be deemed to be satisfied regardless of whether both countries place the offence within the same category of offence, or denominate the offence by the same terminology, provided that both countries criminalise the conduct underlying the offence.

Countries should ensure that, of the powers and investigative techniques required under Recommendation "Powers of law enforcement and investigative", and any other powers and investigative techniques available to their competent authorities:

i. all those relating to the production, search and seizure of information, documents, or evidence (including financial records) from financial institutions or other persons, and the taking of witness statements; and
ii. a broad range of other powers and investigative techniques.

are also available for use in response to requests for mutual legal assistance, and, if consistent with their domestic framework, in response to direct requests from foreign judicial or law enforcement authorities to domestic counterparts.

To avoid conflicts of jurisdiction, consideration should be given to devising and applying mechanisms for determining the best venue for prosecution of defendants in the interests of justice in cases that are subject to prosecution in more than one country.

Countries should, when making mutual legal assistance requests, make best efforts to provide complete factual and legal information that will allow for timely and efficient execution of requests, including any need for urgency, and should send requests using expeditious means. Countries should, before sending requests, make their best efforts to ascertain the legal requirements and formalities to obtain assistance.

The authorities responsible for mutual legal assistance (e.g., a Central Authority) should be provided with adequate financial, human, and technical resources. Countries should have in place processes to ensure that the staff of such authorities maintain high professional standards, including standards concerning confidentiality, and should be of high integrity and be appropriately skilled.

6.12.3 MUTUAL LEGAL ASSISTANCE: FREEZING AND CONFISCATION*

Countries should ensure that they have the authority to take expeditious action in response to requests by foreign countries to identify, freeze, seize and confiscate property laundered; proceeds from money laundering, predicate offences, and terrorist financing; instrumentalities used in, or intended for use in, the commission of these offences; or property of corresponding value. This authority should include being able to respond to requests made on the basis of non- conviction-based confiscation proceedings and related provisional measures, unless this is inconsistent with fundamental principles of their domestic law. Countries should also have effective mechanisms for managing such property, instrumentalities or property of corresponding value, and arrangements for coordinating seizure and confiscation proceedings, which should include the sharing of confiscated assets.

6.12.4 EXTRADITION

Countries should constructively and effectively execute extradition requests in relation to money laundering and terrorist financing, without undue delay. Countries should also take all possible measures to ensure that they do not provide safe havens for individuals charged with the financing of terrorism, terrorist acts or terrorist organisations. In particular, countries should:

a. Ensure money laundering and terrorist financing are extraditable offences.
b. Ensure that they have clear and efficient processes for the timely execution of extradition including prioritisation where appropriate. To monitor the progress of requests a case management system should be maintained.
c. Not place unreasonable or unduly restrictive conditions on the execution of requests.
d. Ensure they have an adequate legal framework for extradition.

Each country should either extradite its own nationals, or, where a country does not do so solely on the grounds of nationality, that country should, at the request of the country seeking extradition, submit the case, without undue delay, to its competent authorities for the purpose of prosecution of the offences set forth in the request. Those authorities should take their decision and conduct their proceedings in the same manner as in the case of any other offence of a serious nature under the domestic law of that country. The countries concerned should cooperate with each other, in particular on procedural and evidentiary aspects, to ensure the efficiency of such prosecutions.

Where dual criminality is required for extradition, that requirement should be deemed to be satisfied regardless of whether both countries place the offence within the same category of offence, or denominate the offence by the same terminology, provided that both countries criminalise the conduct underlying the offence.

Consistent with fundamental principles of domestic law, countries should have simplified extradition mechanisms, such as allowing direct transmission of requests for provisional arrests between appropriate authorities, extraditing persons based only on warrants of arrests or judgments, or introducing a simplified extradition of consenting persons who waive formal extradition proceedings. The authorities responsible for extradition should be provided with adequate financial, human, and technical resources.

Countries should have in place processes to ensure that the staff of such authorities maintain high professional standards, including standards concerning confidentiality, and should be of high integrity and be appropriately skilled.

6.12.5 OTHER FORMS OF INTERNATIONAL COOPERATION*

Countries should ensure that their competent authorities can rapidly, constructively, and effectively provide the widest range of international cooperation in relation to money laundering, associated predicate offences and terrorist financing. Countries should do so both spontaneously and upon request, and there should be a lawful basis for providing cooperation.

Countries should authorise their competent authorities to use the most efficient means to cooperate. Should a competent authority need bilateral or multilateral agreements or arrangements, such as a Memorandum of Understanding (MOU), these should be negotiated and signed in a timely way with the widest range of foreign counterparts.

Competent authorities should use clear channels or mechanisms for the effective transmission and execution of requests for information or other types of assistance. Competent authorities should have clear and efficient processes for the prioritisation and timely execution of requests, and for safeguarding the information received.

7 ANNEX 7 – FREQUENT RED FLAG INDICATORS OF CORRUPTION

7.1 INDICATORS OF CORRUPTION – BUSINESS PARTNERS & THIRD PARTIES

7.1.1 REPUTATIONAL CONCERNS

- The transaction or the Party (i.e., the focus of the inquiry, which will normally be a Business Partner or Third Party) is in a country known for widespread corruption, as measured by the Transparency International Corruption Perceptions Index or other similar indices.
- The Party has a poor business reputation or a reputation for unethical conduct, including reports of suspicious, unethical, or unlawful conduct about the Party, its sub-agents, or its employees.
- The Party has a history of improper payment practices, such as prior or ongoing formal or informal investigations by law enforcement authorities or prior convictions.
- The Party has been subjected to criminal enforcement actions or civil actions for acts suggesting illegal, improper or unethical conduct.
- Allegations that the Party has made or has a propensity to make prohibited payments or facilitation payments to officials.
- Allegations related to integrity, such as a reputation for illegal, improper, or unethical conduct.
- The Party does not have in place an adequate Integrity Compliance Programme or Code of Conduct or refuses to adopt one.
- Other companies have terminated the Party for improper conduct.
- Information provided about the Party, or its services or principals is not verifiable by data, only anecdotally.
- The Party's demonstrated willingness to violate local law or policy (e.g., prohibitions on commissions, currency, or tax law violations).

7.1.2 GOVERNMENTAL AFFILIATIONS

7.1.2.1 PUBLIC OFFICIALS

- The Party is retained primarily for its connections to a Public Official or Officials.
- The Party is recommended by a Public Official, his/her family member, or his/her close associate.
- A Public Official request, urges, insists, or demands that a particular party, company, or individual (agents, vendors, service providers, etc.) be selected or engaged, particularly if the Official has discretionary authority over the business at hand.
- The Party is a company with an owner, major shareholder or executive manager who is a Public Official.
- The Party has financial or business ties, a relationship, or association with Public Officials.
- The Party previously worked in a government agency or state-owned company at a high level, or in an agency/department relevant to the work he/she will be performing for DeNovo.
- The Party has a close family relationship to a Public Official or is closely associated with a Public Official or agency.
- Rumour or suggestion ("RumInt") is that the Party has an undisclosed beneficial owner.
- The Party makes large or frequent political contributions, makes references to political or charitable donations as a way of influencing official action.
- The Party conducts private meetings with Public Officials, provides lavish gifts or hospitality to Public Officials, or insists on dealing with Public Officials without the participation of DeNovo.
- The Party's reluctance to act openly or efforts to hide the nature or extent of its interactions with Public Officials from the public or DeNovo; and
- The Public Official requests meals, alcohol, travel, entertainment, gifts, services, benefits, hiring of relatives, political or charitable contributions, or any other favour.

7.1.2.2 GOVERNMENTS

- Requests for payment in excess of the amount usually required for the specified government services.
- Invoices for government services lack detail (e.g., "services rendered"), appear unofficial or seem too expensive (e.g., higher than posted rates, higher than past charges, sudden unexplained increases, etc.).
- Large sales go to government agencies with high unit price, low frequency.
- Requests for unusual methods of payment for government services (e.g., payment through a third country or institution or in cash).

7.1.3 ABNORMAL OR CURIOUS SITUATIONS & EVENTS

- Lack of written agreement or refusal to execute a written agreement or requests to perform services without a written agreement where one is sought.
- Misrepresentation or inconsistencies in the Party's application or during the due diligence process.
- Failure to cooperate with the due diligence investigation or refusal to answer questions or make representations and warranties.
- The Party is not in compliance with local law.
- Suspicious statements such as needing payments to "get the business" or "make the necessary arrangements" or "take care of things" or "finalise the deal".
- Bankruptcies, defaults on obligations, civil suits alleging fraud, property seizures, criminal, or regulatory issues.
- Appointment late in the process.
- Losing bidders sought to be hired as agents or subcontractors.
- Refusal to agree to comply with the counter-corruption laws (e.g., Trinidad's Prevention of Corruption Act (1987), as amended in 2001, or the US FCPA), equivalent anti-money laundering laws, or other similar laws and regulations.
- Refusal to warrant past compliance with specified counter-corruption laws, equivalent anti-money laundering laws, or other similar laws and regulations.
- Refusal to accept audit clauses in contracts.
- Requests for anonymity or insistence that the Party's identity remains confidential or that the relationship remains secret.
- Refusal to divulge the identity of beneficial owners, directors, officers, or other principals.
- Any suggestion that DeNovo's D-ICP need not be followed.
- Any suggestion that otherwise illegal conduct is acceptable because it is the norm or custom in a particular country.
- DeNovo is informed that legal representation is illegal under local law.
- The alleged performance of the Party is suspiciously higher than competitors or companies in related industries.
- Requests by the Party for approval of a significantly excessive budget or unusual expenditures.
- Excessive or unusually high compensation.
- Fee, commission, or volume discount provided by the Party is unusually high compared to market rate.
- Compensation arrangements are based on a success fee or bonus or unusual bonuses for foreign operating managers.
- Requests by the Party for a commission or other payment substantially above the market rate or a substantial up-front payment or unusual advance payment.
- Request by the Party to share compensation with others whose identities are not disclosed.
- Request by the Party for increase in compensation during the provision of services to DeNovo.
- Request by the Party for payments in third countries or through third parties or shell companies, particularly requests for payment in a jurisdiction outside of the Party's home country that has no relationship to the transaction, or the entities involved in the transaction, or when the requested country is an offshore financial centre.
- Payments to P.O. boxes or non-existent addresses.
- Request by the Party that payments be made to two or more accounts.
- Request by the Party for payments in cash, or cash equivalent, or bearer instruments, or other anonymous payments.

- Request by the Party for payment arrangements that raise local law issues, such as withholding taxes or payment in another country's currency.
- Request by the Party for an additional service contract that it does not have the capacity to perform.
- Request by the Party that a donation be made to a charity or for donations of goods and services.
- Payment advances to employees or third parties, particularly pressure to receive the payments urgently or ahead of schedule.
- Refusal by the Party to properly document expenses, unrecorded, or incorrectly recorded transactions and other failures to follow accounting procedures/policies.
- Offers by the Party to submit (or it submits) inflated, inaccurate, or suspicious invoices.
- Request by the Party for an invoice to reflect a higher amount than the actual price of goods or services provided.
- Poor or non-existent documentation for travel and expense reimbursements or other disbursements
- Expense reimbursements at or just below the limit allowed by DeNovo or payments to be made outside of the Company's policies.
- Over-invoicing, false or backdated invoices, consecutively numbered invoices, duplicate invoices.
- Zero-dollar invoices.
- General purpose or miscellaneous accounts that can be used to hide improper payments.
- Large individual or aggregate payments/benefits to one payee.
- The Party:
    - lacks the staff, facilities, or expertise to perform substantial work.
    - lacks relevant industry/technical experience or a "track record" with the service, field, or industry.
    - has not been in business for very long or was only recently incorporated; is in a different line of business than that for which it has been engaged; has an unorthodox corporate structure.
    - uses a business address that is a mail drop location, virtual office, or small private office too small for the size claimed.
    - has poor financial statements or credit.
    - adds VAT to invoices when not VAT registered.
    - has a plan for performing the work that is vague and/or suggests a reliance on contacts or relationships.
    - is merely a shell company incorporated in an offshore jurisdiction.

7.2 INDICATORS OF CORRUPTION WITHIN THE PROJECT CYCLE

7.2.1 PROCUREMENT PLANNING STAGE

- Manipulation of procurement thresholds; and
- Purchase of unnecessary or inappropriate items.

7.2.2 PRE-QUALIFICATION AND SHORT LISTING

- Improper evaluation criteria or procedures; and
- Unreasonable pre-qualification requirements.

7.2.3 BIDDING DOCUMENTS

- Vague, ambiguous, or incomplete contract specifications.
- Contract specifications too narrow or too broad; and Failure to make bidding documents available.

7.2.4 ADVERTISEMENTS

- Short or inadequate notice to bidders.

7.2.5 BIDDING

- Complaints from losing or excluded bidders.
- Unusual bidding patterns.
- Physical similarities in bids.
- Bidder not on directories or the internet.
- Too many unjustified contract awards to one company.
- Qualified companies refuse to bid.
- Rotation of winning bidders.
- Unreasonably high line-item bids.
- Unreasonably low line-item bids.
- Questionable agent, contractor, or subcontractor.

7.2.6 BID OPENING

- Non-transparent bid opening procedure.

7.2.7 BID EVALUATION

- Award to other than the lowest priced bidder.
- Poorly supported disqualifications.
- Pressure to select certain contractors, subcontractors, or agents.
- Winning bid very close to cost estimates.

7.2.8 CONTRACT AWARDS

- Contract award just under procurement thresholds.
- Single source award of contracts without appropriate documentation or justification.
- Unusually long and questionable delays in contract negotiations.

7.2.9 CONTRACT IMPLEMENTATION

- Complaints over poor quality of services, goods etc.
- Complaints over safety issues.
- Acceptance and/or delivery of poor-quality services, goods etc.

7.2.10 CONTRACT CHANGES

- Questionable change orders with no written technical and/or commercial justifications

7.2.11 PAYMENT

- Invoices that raise questions and concerns, such as the lack of supporting documentation (e.g., delivery notes, timesheets and any other documentation that will facilitate three-way matching prior to payment).
- Payment of unjustified high prices.
- Incomplete and questionable payment documentation.

The World Bank Group has also published a useful guide to Red Flags titled Warning Signs of Fraud and Corruption in Procurement, which can be found at https://documents1.worldbank.org/curated/en/223241573576857116/pdf/Warning-Signs-of-Fraud-and- Corruption-in-Procurement.pdf

8 ANNEX 8 – INTERNATIONAL FINANCIAL INSTITUTIONS PRINCIPLES & GUIDELINES FOR INVESTIGATIONS (2006)

The IFI Task Force has agreed on the following recommended elements of a harmonised strategy to combat corruption in the activities and operations of the member institutions.

8.1 DEFINITIONS OF FRAUDULENT AND CORRUPT PRACTICES

- Critical to the success of a harmonized approach is a common understanding of the practices prohibited. To this end, the IFI Task Force has agreed in principle on the following standardized definitions of fraudulent and corrupt practices for investigating such practices in activities financed by the member institutions.
- A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- Each of the member institutions will determine implementation within its relevant policies and procedures, and consistent with international conventions.

8.2 PREAMBLE

The following Institutions have jointly endorsed these common principles and guidelines for investigations conducted by their respective investigative units[1]:

1. the African Development Bank Group.
2. the Asian Development Bank.
3. the European Bank for Reconstruction and Development.
4. the European Investment Bank Group.
5. the Inter-American Development Bank Group.
6. the World Bank Group.

These principles and guidelines are intended to be used as guidance in the conduct of investigations in conjunction with the policies, rules, regulations, and privileges and immunities applicable in the Organisation.

For the purpose of this document, use of the term “Organisation” includes reference to all institutions that are part of or related to the above-mentioned Institutions. The investigative units of each Organisation are hereinafter referred to as the “Investigative Office.”

[1] The designated investigative units are the Office of the Auditor General of the African Development Bank Group, the Integrity Division of the Asian Development Bank, the Office of the Chief Compliance Officer of the European Bank for Reconstruction and Development, the Inspectorate General of the European Investment Bank Group, the Office of Institutional Integrity of the Inter-American Development Bank Group, the Department of Institutional Integrity of the World Bank Group. The Management of the IMF supports and encourages these efforts to fight corruption in project lending and dealings with private firms. Unlike the other Organizations, the IMF does not engage in project lending or lending to the private sector. It maintains procedures tailored to the circumstances of the IMF to deal with potential issues of staff misconduct and safeguard the use of Fund resources.

8.3 GENERAL PRINCIPLES

- Each Organisation shall have an Investigative Office responsible for conducting investigations.
- The purpose of an investigation by the Investigative Office is to examine and determine the veracity of allegations of corrupt or fraudulent practices as defined by each institution including with respect to, but not limited to, projects financed by the Organisation, and allegations of Misconduct on the part of the Organisation's staff members.
- The Investigative Office shall maintain objectivity, impartiality, and fairness throughout the investigative process and conduct its activities competently and with the highest levels of integrity. In particular, the Investigative Office shall perform its duties independently from those responsible for or involved in operational activities and from staff members liable to be subject of investigations and shall also be free from improper influence and fear of retaliation.
- The staff of the Investigative Office shall disclose to a supervisor in a timely fashion any actual or potential conflicts of interest he or she may have in an investigation in which he or she is participating, and the supervisor shall take appropriate action to remedy the conflict.
- Appropriate procedures shall be put in place to investigate allegations of Misconduct on the part of any staff member of an Investigative Office.
- Each Organisation shall publish the mandate and/or terms of reference of its Investigative Office as well as an annual report highlighting the integrity and anti-fraud and corruption activities of its Investigative Office in accordance with its policies on the disclosure of information.
- The Investigative Office shall take reasonable measures to protect as confidential any non-public information associated with an investigation, including the identity of parties that are the subject of the investigation and of parties providing testimony or evidence. The manner in which all information is held and made available to parties within each Organisation or parties outside of the Organisation, including national authorities, is subject to the Organisation's rules, policies and procedures.
- Investigative findings shall be based on facts and related analysis, which may include reasonable inferences.
- The Investigative Office shall make recommendations, as appropriate, to the Organisation's management that are derived from its investigative findings.
- All investigations conducted by the Investigative Office are administrative in nature.

8.4 DEFINITIONS

- Misconduct is a failure by a staff member to observe the rules of conduct or the standards of behavior prescribed by the Organisation.
- The Standard of Proof that shall be used to determine whether a complaint is substantiated is defined for the purposes of an investigation as information that, as a whole, shows that something is more probable than not.

8.5 RIGHTS AND OBLIGATIONS

8.5.1 WITNESSES AND SUBJECTS

- A staff member who qualifies as a "whistleblower" under the rules, policies and procedures of the Organisation shall not be subjected to retaliation by the Organisation. The Organisation will treat retaliation as a separate act of Misconduct.
- The Organisation may require staff to report suspected acts of fraud, corruption, and other forms of Misconduct.
- The Organisation shall require staff to cooperate with an investigation and to answer questions and comply with requests for information.
- Each Organisation should adopt rules, policies, and procedures and, to the extent that it is legally and commercially possible, include in its contracts with third parties, provisions that parties involved in the investigative process shall cooperate with an investigation.

- As part of the investigative process, the subject of an investigation shall be given an opportunity to explain his or her conduct and present information on his or her behalf. The determination of when such an opportunity is provided to the subject is regulated by the rules, policies, and procedures of the Organisation.

8.5.2 INVESTIGATIVE OFFICE

- The Investigative Office should conduct the investigation expeditiously within the constraints of available resources.
- The Investigative Office should examine both inculpatory and exculpatory information.
- The Investigative Office shall maintain and keep secure an adequate record of the investigation and the information collected.
- The staff of the Investigative Office shall take appropriate measures to prevent unauthorized disclosure of investigative information.
- The Investigative Office shall document its investigative findings and conclusions.
- For purposes of conducting an investigation, the Investigative Office shall have full and complete access to all relevant information, records, personnel, and property of the Organisation, in accordance with the rules, policies and procedures of the Organisation.
- To the extent provided by the Organisation's rules, policies and procedures and relevant contracts, the Investigative Office shall have the authority to examine and copy the relevant books and records of projects, executing agencies, individuals, or firms participating or seeking to participate in Organisation- financed activities or any other entities participating in the disbursement of Organisation funds.
- The Investigative Office may consult and collaborate with other Organisations, international institutions, and other relevant parties to exchange ideas, practical experience, and insight on how best to address issues of mutual concern.
- The Investigative Office may provide assistance to and share information with other Investigative Offices.

8.6 PROCEDURAL GUIDELINES

8.6.1 SOURCES OF COMPLAINTS

- The Investigative Office shall accept all complaints irrespective of their source, including complaints from anonymous or confidential sources.
- Where practicable, the Investigative Office will acknowledge receipt of all complaints.

8.6.2 RECEIPT OF COMPLAINT

- All complaints shall be registered and reviewed to determine whether they fall within the jurisdiction or authority of the Investigative Office.

8.6.3 PRELIMINARY EVALUATION

- Once a complaint has been registered, it will be evaluated by the Investigative Office to determine its credibility, materiality, and verifiability. To this end, the complaint will be examined to determine whether there is a legitimate basis to warrant an investigation.

8.6.4 CASE PRIORITISATION

- Decisions on which investigations should be pursued are made in accordance with the rules, policies, and procedures of the Organisation; decisions on which Investigative Activities are to be utilised in a particular case rest with the Investigative Office.
- The planning and conduct of an investigation and the resources allocated to it should take into account the gravity of the allegation and the possible outcome(s).

8.6.5 INVESTIGATIVE ACTIVITY

- The Investigative Office shall, wherever possible, seek corroboration of the information in its possession.
- For purposes of these guidelines, Investigative Activity includes the collection and analysis of documentary, video, audio, photographic, and electronic information or other material, interviews of witnesses, observations of investigators, and such other investigative techniques as are required to conduct the investigation.
- Investigative Activity and critical decisions should be documented in writing and reviewed with managers of the Investigative Office.
- Subject to the Organisation's rules, policies and procedures, if, at any time during the Investigation, the Investigative Office considers that it would be prudent, as a precautionary measure or to safeguard information, to temporarily exclude a staff member that is the subject of an investigation from access to his or her files or office or to recommend that he or she be suspended from duty, with or without pay and benefits, or to recommend placement of such other limits on his or her official activities, the Investigative Office shall refer the matter to the relevant authorities within the Organisation for appropriate action.
- To the extent possible, interviews conducted by the Investigative Office should be conducted by two people.
- Subject to the discretion of the Investigative Office, interviews may be conducted in the language of the person being interviewed, where appropriate using interpreters.
- The Investigative Office will not pay a witness or a subject for information. Subject to the Organisation's rules, policies and procedures, the Investigative Office may assume responsibility for reasonable expenses incurred by witnesses or other sources of information to meet with the Investigative Office.
- The Investigative Office may engage external parties to assist in its investigations.

8.7 INVESTIGATIVE FINDINGS

- If the Investigative Office does not find sufficient information during the investigation to substantiate the complaint, it will document such findings, close the investigation, and notify the relevant parties, as appropriate.
- If the Investigative Office finds sufficient information to substantiate the complaint, it will document its investigative findings and refer the findings to the relevant authorities within the Organisation, consistent with the Organisation's rules, policies, and procedures.
- Where the Investigative Office's investigative findings indicate that a complaint was knowingly false, the Investigative Office shall, where appropriate, refer the matter to the relevant authorities in the Organisation for further action consistent with the Organisation's rules, policies, and procedures.
- Where the Investigative Office's investigative findings indicate that there was a failure to comply with an obligation existing under the investigative process by a witness or subject, the Investigative Office may refer the matter to the relevant authorities in the Organisation.

8.8 REFERRALS TO NATIONAL AUTHORITIES

- The Investigative Office may consider whether it is appropriate to refer information relating to the complaint to the appropriate national authorities, and the Investigative Office will seek the necessary internal authorisation to do so in cases where it finds a referral is warranted.

8.9 REVIEW AND AMENDMENT

- Any amendments to the Guidelines will be adopted by the Organisations by consensus.

8.10 PUBLICATION

- Any Organisation may publish these Principles and Guidelines in accordance with its policies on the disclosure of information.

9 ANNEX 9 – COMPLIANCE CERTIFICATION FOR BUSINESS PARTNERS

Below is an example of the Standard Form Compliance Certification for Business Partners, of which its form and contents would be incorporated into DeNovo's process.

COMPLIANCE CERTIFICATION FOR BUSINESS PARTNERS

COMPLIANCE CERTIFICATION

1. [I/we], Click or tap here to enter the name of DeNovo's Business Partner do hereby certify that whilst working for or with DeNovo we shall at all times conduct ourselves with the upmost integrity and that we shall operate in a manner free from all forms of corruption. To this end, and if they exist, we have this day provided DeNovo's Managing Director of Integrity ("the MDI") with the latest version of our anti-bribery and corruption policy and procedures, and that we undertake to notify that officer of any material amendments to that policy as soon as practicable.

2. [I/we] understand that DeNovo operates a zero-tolerance policy towards the payment of bribes and that such payments are prohibited by the Company, and that in signing this Compliance Certification [I/we] agree inter alia that [I/we] shall adhere to the same high ethical standards as DeNovo.

3. [I/we] further confirm that we have received a copy of the Integrity Compliance Programme for DeNovo ("the D-ICP") via website address link https://denovo.energy/solutions/what-we-do/#integrity-compliance-programme and we are aware that the D-ICP may be updated from time-to-time and that any amendments to that document shall be communicated to us.

4. [I/we] confirm that [I/we] have read and understood the current version of the D-ICP and that [I/we] shall adopt it mutatis mutandis and comply with it in every relevant respect as it relates to code of conduct, anti-bribery, and counter-corruption.

5. Furthermore, [I/we] shall:

    5.1. implement the elements of the D-ICP as it relates to code of conduct, anti-bribery, and counter-corruption before contracting with or working on behalf of DeNovo, if the MDI judges that our own programme fails to meet the standards set by DeNovo and maintain in place adequate counter- corruption procedures.
    5.2. conduct integrity due diligence checks before entering into a business relationship on behalf of DeNovo.
    5.3. retain documentary evidence of the results of all such integrity due diligence, which shall be notified to DeNovo's MDI for approval prior to any contractual agreement being signed.
    5.4. require our business partners with whom we are doing business on DeNovo's behalf to comply with the elements of the D-ICP listed in 5.1 or an equivalent policy.
    5.5. monitor and verify the D-ICP to ensure that it is adequate and that it is operating effectively in our business.
    5.6. hereby certify and warrant that there are no past or current allegations, investigations, convictions or prosecutions relating to bribery or corruption involving (1) us, or any of our directors, officers, agents or employees; or (2) so far as we are aware (having made due and diligent inquiries) our intermediaries or other associated business partners with whom we are doing business on DeNovo's behalf or any of their directors, officers or employees;
    5.7. document all material aspects of our relationships with intermediaries and other business partners with whom [I/we] are doing business on DeNovo's behalf.
    5.8. keep all books and records relating to business conducted on behalf of DeNovo up to date and make such records available for inspection from time to time during business hours at the reasonable request of DeNovo's MDI, so that DeNovo, its auditors or other advisers may verify that we keep them up to date and implement adequate counter-corruption procedures; and

5.9. seek the prior approval of DeNovo's MDI, should [I/we] wish to carry out corporate entertainment to the value of USD150 or more to a supplier, contractor, customer or third party on behalf of DeNovo.

Signature:

Print name: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

Authorised signatory on behalf of: Click or tap here to enter text.

Date: Click or tap here to enter text.

10 ANNEX 10 – TAKE NOTE DECLARATION

Below is an example of the Take Note Declaration, of which its form and contents would be incorporated into DeNovo's process.

TAKE NOTE DECLARATION

1. [I/we], [Click or tap here to insert the name of DeNovo's Business Partner e.g., the CEO of the Agent selected by DeNovo to assist in Name of Jurisdiction]
   Do hereby acknowledge and confirm that [I/we] have previously:
   1.1. Been provided by DeNovo on Click or tap to enter a date with a copy of its Integrity Compliance Programme for DeNovo ('the D-ICP") via website address link https://denovo.energy/solutions/what-we-do/#integrity-compliance-programme; and
   1.2. Signed a Compliance Certification on Click or tap to enter a date in which [I/we] certified to DeNovo that *inter alia [I/we] had read, understood and would comply in full with the relevant aspects of the D-ICP.*

D-ICP AMENDMENTS

2. Now it has been brought to [my/our] direct attention on this day by DeNovo's Managing Director of Integrity that the D-ICP has been amended and that [I/we] have been directed by the MDI to the changes made to the D-ICP, and that those changes have been properly and adequate explained to [me/us].

TAKE NOTE:

3. [I/we] hereby certify that [I/we]:
   3.1. Take note of those changes to the D-ICP; and
   3.2. Shall continue whilst working for or with DeNovo to comply in full with all relevant aspects of the D-ICP, as amended.

Signature:

Print name: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

Authorised signatory on behalf of: Click or tap here to enter text.

Date: Click or tap here to enter text.

11 ANNEX 11 – COUNTER-CORRUPTION AGREEMENT (AGENTS)

Below is an example of the Counter-Corruption Agreement (Agents), of which its form and contents would be incorporated into DeNovo's process.

COUNTER-CORRUPTION AGREEMENT (AGENTS)

THIS COUNTER-CORRUPTION AGREEMENT ("the Agreement") is made.

BETWEEN:

1) **[CLICK OR TAP TO ENTER NAME OF BUSINESS PARTNER]**, of [CLICK OR TAP HERE TO ENTER ADDRESS OF BUSINESS PARTNER] ("the [Consultant]").
2) **De Novo**, a private limited company registered in Trinidad and Tobago and located at 1 DeNovo Place, 5264 Pacific Avenue, Point Lisas Industrial Estate, Trinidad and Tobago, West Indies, and represented for the purposes of this Agreement by Bryan Ramsumair, Managing Director ("**DeNovo**")

each a "**Party**" and, together, the "**Parties**".

BACKGROUND

(A) DeNovo is an ethical and wholly independent upstream Trinbagonian energy company established in 2016 with the primary goals of (1) providing alternative gas sources and an increased gas supply to Trinidad's Point Lisas Industrial Estate; and (2) ethically monetising proven natural gas reserves in the Gulf of Paria for the benefit of the petrochemical sector in Trinidad and Tobago.

(B) The [Click or tap here to enter Name of Business Partner] operates in [Click or tap here to enter Name of Jurisdiction] and has been assessed by DeNovo as an entity that could assist it in furthering its business objectives, and the [Click or tap here to enter Name of Business Partner] has been engaged by DeNovo on this basis under a Contract dated XX XXXX 20XX ("**the Main Contract**") to which this Agreement is annexed and to which it forms an integral part.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

(i) **'Corruption'** means bribery, extortion, fraud, forgery or falsification, deception, collusion, coercion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, terrorist financing or any similar activity or sanctionable practices as defined by the multilateral development banks.

(ii) **'Project'** means the evaluation of a gas field located in the [Click or tap here to enter Name of Field] .

(iii) **'Services'** means the services provided under Attachment I of the Main Contract by the [Consultant] to DeNovo.

1. THE PARTIES' COMMITMENTS

Corruption

1.1. Each Party warrants and declares that, in relation to the Project and the Services provided thereunder, it will avoid and refrain from any act of Corruption as defined above and will not authorise or acquiesce in or wilfully ignore any corrupt act or invitation. Except as permitted under the Party's respective gifts and hospitality policy, it will not make or receive, directly or indirectly, a payment or anything of value, except where the payment is legitimate compensation for services or goods legitimately rendered.

1.2. Each Party warrants and declares that it has not provided to the other or to any third party and will not provide to the other or any such third party, any written or oral information which it knows to be false, inaccurate, or misleading, or where it is reckless as to whether the information is false, inaccurate, or misleading. Moreover, each Party declares that it has not knowingly withheld and will not knowingly withhold any written or oral information from the other or from any party entitled to receive it.

Counter-Corruption Obligations

1.3. The [Consultant] shall (1) have and maintain in place throughout the term of this Agreement effective anti-bribery policies and procedures that meet the integrity standards set by DeNovo, as contained in the Integrity Compliance Programme for DeNovo (**"the D-ICP")**; or (2) adopt and maintain in place throughout the term of this Agreement the relevant provisions of the D-ICP. The [Consultant] shall provide to DeNovo upon request all information necessary to enable DeNovo to satisfy itself that the [Consultant] has effective anti-bribery policies and procedures in place and that those policies and procedures are functioning and effective.

1.4. The [Consultant] shall maintain complete and accurate accounting records of any payments made by it or any person associated with the [Consultant] or other persons who are performing services or providing goods in connection with the Main Contract and/or this Agreement and to make such records available for inspection from time to time at the reasonable request of DeNovo or its auditors or other advisers.

1.5. The [Consultant] shall sign a Compliance Certification, at **Annex 1** to this Agreement, upon signature of this Agreement and annually thereafter whilst still under contract with DeNovo. Each party undertakes to comply with its respective ICP, which in the case of the [Consultant] must be judged by DeNovo to reach its integrity standards, national laws governing corruption and related offences, and, as appropriate, the counter-corruption obligations and the procurement guidelines of the appropriate client and/or beneficiary.

1.6. The [Consultant] shall ensure that all persons associated with the [Consultant] or other persons who are performing services or providing goods in connection with the Main Contract and/or this Agreement comply at a minimum with the standards set by DeNovo's ICP together with all applicable laws and regulations relating to anti-bribery and counter-corruption, including, but not limited to, those set out above.

Compliance

1.7. Each Party shall ensure that:

1.7.1 its officers, employees, contractors and agents and other subsidiary entities comply with the Party's counter-corruption commitments, as expressed in this Agreement; and

1.7.2 other organisations with which it contracts in connection with the Services provided under the Main Contract (including joint venture partners, contractors, consultants, sub-contractors, suppliers, and agents) provide written commitments to the Party that are equivalent to those provided by the Party in this Agreement. Each party shall take reasonable steps to enforce those commitments.

2. COMMITMENTS BY THE [CONSULTANT]

2.1 The [Consultant] reaffirms its undertaking that it and any individual or entity that works for it or that it is responsible for will not engage in Corruption either directly or indirectly or otherwise contravene any applicable laws when performing the Services in furtherance of the Project under the Main Contract or when otherwise working for or with DeNovo.

2.2 The [Consultant] shall declare to DeNovo without delay if:

2.2.1. it or any of its directors, board members, agents, representatives, or personnel are the subject of any investigation or prosecution in connection with allegations of Corruption, including, but not limited to, criminal investigations for violations of national laws, administrative or regulatory investigations by regulators or integrity units of international organisations.

2.2.2. it or any of its directors, board members, agents, representative or personnel has ever been subject to any sanction, debarment, reprimand, fine or other penalty, administrative or criminal, imposed in connection with allegations of Corruption. This extends to temporary sanctions imposed pending investigation, trial, or sentence.

2.2.3. any investigations, prosecutions or sanctions as set out in sections 2.1 and 2.2 above are imposed or notified to the [Consultant] after the signing of this Agreement. Such declaration shall be made as soon as practicable after notification of such investigation or sanction.

2.3 The [Consultant] undertakes as follows in relation to the Services provided to the Project under the Main Contract:

2.3.1 **Procurement process:** It has not collaborated with, and will not collaborate with, any organisation with which it or DeNovo is competing during any procurement process, unless so authorised by DeNovo.

2.3.2 **Procurement services:** If the [Consultant] is providing advice to DeNovo in relation to any procurement process:

2.3.2.1. it will not deliberately, knowingly, with wilful blindness, or recklessly, recommend or approve any process which will provide an improper benefit or advantage to any individual or organisation;

2.3.2.2. it will act impartially in making recommendations or decisions in relation to (a) prequalification submissions or tenders; and (b) the selection of any party to tender for, be nominated for, or win any project contract.

2.3.3 **Execution:** It will not, deliberately, knowingly, with willful blindness or recklessly, carry out, instruct, authorise, condone or be party to any of the following:

2.3.3.1. the provision of work, materials, equipment, or services which are not of the quality and quantity required under the relevant Project contract.

2.3.3.2. the concealment of defective work, material, equipment, or services.

3. REMEDIES AND PENALTIES FOR CORRUPTION

3.1. The following remedies and penalties shall apply in the event of Corruption by either Party:

3.1.1 **Criminal Penalties:** If there is clear evidence of Corruption, the Parties have a duty to and shall make appropriate reports to the appropriate law enforcement authorities. Corruption may result in criminal liability for organisations and individuals.

3.1.2 **Contractual Penalties:** DeNovo shall have the right to terminate immediately the Main Contract inclusive of this Agreement without penalty in the event that it has satisfied itself that the [Consultant] engaged in Corruption. In any event, if an officer, employee, or Business Partner of either Party to this Agreement is found after due investigation to have been involved in Corruption, then the engaging Party shall terminate his or her or its contact immediately.

3.1.3 **Disqualification and Termination:**

3.1.3.1. Where Corruption by the [Consultant] has facilitated or is intended to facilitate the award of a Project contract to the [Consultant] or to DeNovo, and is discovered prior to the contract award, DeNovo shall disqualify the [Consultant] from all participation in the Project. Should the Corruption become apparent after the award of the contract, DeNovo shall have the right to terminate the contract with immediate effect without penalty.

3.1.3.2. Where Corruption by the [Consultant] affecting the Project takes place during implementation of the Project, DeNovo shall have the right to terminate the contract with immediate effect without penalty.

3.1.3.3. Where the [Consultant] fails to declare any investigation or sanction in accordance with the terms of this Agreement, DeNovo shall have the right to terminate the contract with immediate effect without penalty or, if no Project contract has been awarded, disqualify the [Consultant] from participation in the Project.

3.1.4 **Withdrawal:** If there has been Corruption in a pre-qualification, negotiation, tender, or nomination process in relation to the Project, and either Party was involved in that process but not involved in the Corruption, then the other party shall have the right to withdraw from the relevant process without liability.

3.1.5 **Indemnification and Remedy:** The Parties agree that the Party engaging in Corruption shall hold the other Party harmless against all of the adverse consequences of that corrupt practice or practices. For the avoidance of doubt, where Corruption by either Party has caused loss to the other, including, but not limited to, loss as a result of reputational damage, then the injured Party shall be entitled to recover from the guilty Party an amount equivalent to the amount lost by the injured Party as a result of the Corruption.

3.1.6 **Other:** The remedies and penalties provided for above will be without prejudice to any remedies and penalties that are available under any other contract between the Parties or under any applicable law.

4. DURATION OF THE AGREEMENT

4.1 This Agreement comes into full force and effect as soon as (1) it has been signed by both parties; and (2) it forms an Annex to the Main Contract upon that contract being signed by both Parties. This Agreement cannot be terminated or varied except by the written agreement of both Parties.

5. DISPUTE RESOLUTION

5.1. In the event that a dispute arises out of or in connection with this Agreement, the Parties will attempt where possible to resolve the dispute amicably through friendly consultation.

5.2. If the dispute is unable to be resolved by the Parties in full or in part by the manner outlined above within fifteen (15) business days of the dispute being notified by one Party to the other, then any outstanding issues shall be submitted exclusively to final and binding arbitration in London, England and in accordance with (1) the UNCITRAL Arbitration Rules in force at the time of the dispute; and (2) the laws of England. For the avoidance of doubt, the seat of arbitration shall be London, England and the governing law of this Agreement shall be English Law. The arbitrator's award shall be final, and any court of competent jurisdiction within England may enter judgement upon it.

IN AGREEMENT WHEREOF the Parties have duly affixed their signatures on Click or tap to enter a date.

SIGNED for and on behalf of the [Consultant] by:	SIGNED for and on behalf of DeNovo by:
______________________________	______________________________
Click or tap here to add name	Click or tap here to add name
Click or tap here to add title	Click or tap here to add title

12 ANNEX 12 – PROOF OF RECEIPT (CODE OF CONDUCT)

Below is an example of the Proof of Receipt (Code of Conduct), of which its form and contents would be incorporated into DeNovo's process.

PROOF OF RECEIPT (CODE OF CONDUCT)

All DeNovians are to be provided by the Office of Integrity with an electronic version of the D-ICP upon joining the Company via website address link https://denovo.energy/solutions/what-we-do/#integrity-compliance-programme). Within five (5) working days of receiving the D-ICP from the Office of Integrity, all DeNovians are required to sign the following receipt ("the Proof of Receipt"), which upon signature shall be held by the Managing Director of Integrity ("MDI"). A refusal by a DeNovian to sign the Proof of Receipt may lead to a termination of his or her contact with the Company.

PROOF OF RECEIPT

I, Click or tap here to enter full name and address, an employee of DeNovo […] ("DeNovo"), do hereby attest and certify that:

1. I was on Click or tap to enter a date. provided by DeNovo's Office of Integrity with a copy of the Integrity Compliance Programme for DeNovo ("the D-ICP") inclusive of DeNovo's Code of Conduct via accessing the website address link https://denovo.energy/solutions/what-we-do/#integrity-compliance-programme.
2. I have duly read and understood the D-ICP, inclusive of the Code of Conduct.
3. In the event that I do have any questions or queries in respect of any facet of the D-ICP, including its application or any part of it to me, I shall without delay seek clarification from the Managing Director of Integrity or, alternatively, one of the Integrity Officers within the Office of Integrity.
4. I understand and accept that, in the event that I am accused of contravening the D-ICP, inclusive of the Code of Conduct, it shall be no defence for me to claim that I was unaware of the D-ICP or that it or any aspect of it applied to me.
5. I shall comply fully and freely with all aspects of the D-ICP that apply to me.
6. I shall strive at all times, whilst working for or with DeNovo, to conduct myself in an ethical manner and attain and maintain the levels of integrity expected from me by the Company.
7. I understand and accept that DeNovo operates a zero-tolerance approach to corruption and that I risk being dismissed by the Company in the event that I intentionally, recklessly or negligently contravene the D-ICP, inclusive of its Code of Conduct.

Signature:

Print name: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

13 ANNEX 13 – ANTI-BRIBERY & CONFLICTS OF INTEREST PLEDGE

Below is an example of the Anti-Bribery & Conflicts of Interest Pledge, of which its form and contents would be incorporated into DeNovo's process.

ANTI-BRIBERY & CONFLICTS OF INTEREST PLEDGE

The Anti-Bribery & Conflicts of Interest Pledge ("the ABCP") that we require our Business Partners and employees to sign in January of each year that they work for us is a straightforward certification on their part that in the previous twelve (12) months they have not and in the forthcoming twelve months (12) will not pay bribes or engage in conflicts of interest. The ABCP is intended to focus the minds of signatories on their respective integrity and ethical obligations under the Integrity Compliance Programme for DeNovo ("the D-ICP") and to reinforce their adherence to it. Any Business Partner or employee who refuses to sign the ABCP will be dismissed by DeNovo. The D-ICP can be accessed via website address link https://denovo.energy/solutions/what-we-do/#integrity-compliance-programme.

PLEDGE

I, Click or tap here to enter full name and address, a business partner or employee of DeNovo […] ("DeNovo"), do hereby pledge and covenant that:

1. In the twelve (12) months preceding the date of this pledge, [I/we] have reviewed the D-ICP in order to refresh [my/our] knowledge and understanding of the content of that Programme, as it applies to [me/us].
2. in the twelve (12) months preceding the date of this pledge, [I/we] have complied with all aspects of the D-ICP that apply to [me/us] and, specifically, [I/we] hereby warrant that during this period [I/we] have not engaged in (i) anyway in bribery or corruption in any of its various forms; or (ii) a conflict of interest, as defined in the D-ICP;
3. in the twelve (12) months commencing from the date of this pledge, [I/we] will continue to (i) maintain the high ethical and integrity standards expected of [me/us] by DeNovo; (ii) review and keep abreast of the D-ICP; and (iii) adhere to those parts of the D-ICP that apply to [me/us], which means that [I/we] shall not engage in any way in bribery or corruption in any of its various forms, or conflicts of interest, as defined in the D-ICP.
4. in the event that [I/we] have questions, queries or concerns in respect of the D-ICP's application to [me/ us] or anything contained therein, [I/we] shall without delay seek clarification from DeNovo's Managing Director of Integrity or, alternatively, one of Integrity Officers within Office of Integrity.
5. [I/we] understand and accept that DeNovo operates a zero-tolerance approach to corruption and that [I/we] risk the termination of [my/our] contract with DeNovo in the event that [I/we] intentionally, recklessly or negligently contravene the D-ICP, inclusive of its Code of Conduct, whilst working for or with the Company.

Signature:

Print name: Click or tap here to enter text.

Role or Job Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

14 ANNEX 14 – CONFLICT OF INTEREST DISCLOSURE FORM

Below is an example of the Conflict-of-Interest Disclosure Form, of which its form and contents would be incorporated into DeNovo's process.

CONFLICTS OF INTEREST DISCLOSURE

I hereby declare an actual/potential Conflict of Interest as follows[2]:

Dealings with Suppliers, Customers, Agents and Competitors	☐	Board Membership	☐
Personal Dealings with Suppliers and Customers	☐	Family Members and Close Personal Relationship	☐
Outside Employment and Activities Outside the Group	☐	Investment Activities	☐

Please state details:

Signature:

Print name: Click or tap here to enter text.

Role or Job Title: Click or tap here to enter text.

Company: Click or tap here to enter text.

Date: Click or tap here to enter text.

[2] Any DeNovian who is in a situation of actual or potential conflict must complete the Conflict of Interest (COI) Declaration Form as soon as the situation arises. The completed form shall be submitted to the Managing Director of Integrity (MDI). The MDI shall engage with the relevant party as prescribed in this form to facilitate deliberation and approval, depending on the nature of the conflict. If you are uncertain on any matter relating to the disclosure, you should disclose and seek advice from the MDI.
The MDI shall then take such action as is considered necessary to safeguard the interests of DeNovo and/or provide dispensation under allowable circumstances. Where the conflict involves an award of contract or proposed contract with DeNovo, the terms of the contract are to be deliberated and decided independently e.g. through the Contracts Board if the approval is via the Contracts Board. You are also to refrain from participating in any of the tender process. As a Director, you must disclose the conflict to the Main Board, and where relevant, the prior approval of shareholders must be sought, in accordance with applicable laws and regulations.
Upon consultation and approval, you are required to comply with all the requirements and agreed action plan to resolve conflict. In the event that the conflict persists or remains unresolved, you are expected to continue disclosing the conflict of interest and submit the form annually.