

## OBERTHUR FIDUCIAIRE

### ANTI-BRIBERY POLICY

#### 1. POLICY STATEMENT

- 1.1 The primary customers of Oberthur Fiduciaire SAS (**the Company**) are governments and government bodies who place special trust in the Company. As part of ensuring that the Company safeguards that trust, it is Company policy to conduct all business in an honest and ethical manner. The Company takes a zero-tolerance approach to bribery and corruption and is committed to acting honestly, fairly and with integrity in all business dealings and relationships, wherever it operates.
- 1.2 The Company will uphold all laws relevant to countering bribery in all of the jurisdictions in which it operates. The Company also remains bound by the laws of France, in particular Articles 432-11, 433-1, 433-2, 435-1 *et seq.*, 434-9, 445-1 *et seq.* of the French Criminal Code, in respect of conduct both at home and abroad.
- 1.3 Bribery offences under the French Criminal Code are punishable for individuals by up to ten years' imprisonment and/or a fine of EUR150,000. If Company employees or people acting on its behalf are found to have taken part in bribery the Company could face (i) a fine of EUR750,000, (ii) be excluded from tendering for public contracts, (iii) be placed under judicial supervision, (iv) be permanently closed or closed for up to five years, (v) be prevented from making any public appeal for funds permanently or up to five years, (vi) be prevented from drawing cheques except in certain circumstances or using payment cards for a maximum period of five years and (vii) face damage to its reputation. The Company therefore takes its legal responsibilities very seriously.
- 1.4 The purpose of this policy is to:
- a. set out the responsibilities of the Company, and of those working for the Company, in observing and upholding its position on bribery; and
  - b. provide information and guidance to those employed by the Company on how to recognise, avoid and deal with bribery issues.

#### 2. DEFINITIONS

- 2.1 In this policy, the Company defines:
- a. a **business consultant** as any individual or organisation who is engaged or may be engaged to assist the Company in its commercial dealings with its customers, whether they are described as business consultants, advisers, brokers, intermediaries, consultants, representatives or any other term;
  - b. a **employee** as an individual working for the Company, at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home employees, casual employees, agency staff, volunteers, interns and any other person employed by us, wherever located, collectively referred to as **employee** in this policy;

- c. a **third party**, other than a business consultant, as defined above, as an individual, company or governmental organisation with whom the Company seeks to do, already does or may do business (including, for example, customs officer, broker, logistics officer, freight forwarder);
- d. a **bribe** as an inducement or reward offered, promised or provided in order to obtain or retain an improper commercial, contractual, regulatory or personal advantage;
- e. **bribery** as including the offering, suggesting, paying, authorising or receipt of a bribe; and
- f. a **facilitation payment** – a typically small, unofficial payment made to secure or expedite a routine government action by a government official. They are not commonly paid in France, but are common in some other jurisdictions.

### 3. POLICY

3.1 Employees and business consultants acting on behalf of the Company are strictly prohibited from engaging in bribery in connection with Company business or Company products. Examples:

- a. Offering a bribe
  - (i) The employee offers an individual, working for a third party, tickets to a major sporting event, but only if the individual agrees to do business with the Company.
  - (ii) This would be an offence as the employee is making the offer to gain a commercial and contractual advantage. The Company may also be found to have committed an offence because the offer has been made to obtain business for the Company. It may also be an offence for the third party to accept the employee's offer.
- b. Receiving a bribe
  - (i) A third party supplier gives the employee's nephew a job, but makes it clear that in return the supplier expects the employee to use his or her influence within the Company to ensure that the Company continues to do business with them.
  - (ii) It is an offence for a supplier to make such an offer. It would be an offence for an employee to accept the offer as the employee would be doing so to gain a personal advantage. The Company may also be found to have committed an offence where an employee receives a bribe and where this has a positive impact on the business of the Company.
- c. Bribing a foreign official
  - (i) An employee arranges for a business consultant to make an additional payment to a third party in order to speed up an administrative process, such as clearing Company goods through customs.
  - (ii) It would be an offence for an employee to do this. This is because the third party is not entitled to this payment and it is made to gain a business advantage for the Company. The Company may also be found to have committed an offence.

3.2 In addition, all business consultants acting on the Company's behalf are required to abide by the principles set out in this policy.

#### **4. GIFTS, TRAVEL AND HOSPITALITY**

4.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from a third party. However, employees and business consultants acting on the Company's behalf should be aware of the risk that more expensive hospitality may be perceived to be a bribe. What is normal and appropriate should be judged by international standards and not by the standards of any country in which the giver or recipient may be.

##### **Giving Gifts**

4.2 The giving of gifts to a third party is not prohibited, if the gift meets following requirements:

- a. it is not made with the objective of influencing anyone to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- b. it complies with local law and practice. For example, some countries impose restrictions on what government officials may receive. Where those restrictions are more stringent than those set out in this policy, they should be followed;
- c. it is reasonable and proportionate in all circumstances from both an international and local perspective. For example, in France it is customary for small gifts to be given at Christmas time, while giving an expensive gift in the middle of a tender process is more likely to be perceived as a bribe;
- d. it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- e. it does not have a significant value;
- f. it is given openly, not secretly; and
- g. it is recorded in the Company's gifts register.

##### **Receiving Gifts**

4.3 Employees may not accept any gifts intended to influence or reward them in exchange for favours of benefits.

4.4 Employees may otherwise keep gifts whose value is not significant. Any other gifts must be refused. If it is not possible to refuse, the gift must not be kept by the employee but has to be declared to the employee's line manager. The gift and the way in which the gift was dealt with must be recorded in the Company's gifts register.

### **Providing Hospitality and Travel**

- 4.5 The provision of hospitality (including meals and entertainment) and travel to a third party is not prohibited, if the hospitality or travel meets the following requirements:
- a. it is given in the normal course of business. It must not be given with the objective of influencing anyone to obtain or retain business, information or any other business advantage, or to reward the provision or retention of business, information or any other business advantage, or in explicit or implicit exchange for favours or benefits;
  - b. it complies with local law and practice. Where countries impose restrictions more stringent than those set out in this policy, they should be followed;
  - c. it is reasonable and proportionate in all the circumstances from both an international and a local perspective;
  - d. it is offered solely for legitimate business purposes. For example, paying for a government official to visit the Company's premises to see its processes may be appropriate, but paying for him or her to visit his or her family on the same trip would not be acceptable;
  - e. it is not offered to the family of the recipient. In limited circumstances, where the attendance of a spouse or partner would be appropriate, the express written approval of the Head of Compliance of Oberthur Fiduciaire must be obtained in order for the spouse or partner to be invited.

### **Receiving Hospitality and Travel**

- 4.6 An employee may receive hospitality (including meals and entertainment) and travel if the hospitality or travel meets the following requirements:
- a. it is given in the normal course of business. It is not given with the objective of influencing them to award business or any business advantage, or to reward the provision or retention of business or any business advantage, or in explicit or implicit exchange for favours or benefits;
  - b. it is reasonable and proportionate in all the circumstances from a local and an international perspective. If in doubt, the employee's line manager should be consulted;
  - c. it is offered solely for legitimate business purposes;
  - d. it is not offered to the employee's family. In limited circumstances, where the attendance of a spouse or partner would be appropriate, the express written approval of the Head of Compliance of Oberthur Fiduciaire must be obtained in order for the spouse or partner to attend.

## **5. FACILITATION PAYMENTS**

- 5.1 The Company does not make and will not accept facilitation payments or "kickbacks" of any kind.
- 5.2 If an employee is asked to make a payment on the Company's behalf, the employee should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. The employee should always ask for a receipt which details the reason for the

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payment. If the employee has any suspicions, concerns or queries regarding a payment, he or she should raise these with the Head of Legal Department.

5.3 All employee and business consultants acting on behalf of the Company must avoid any activity that might lead to a facilitation payment.

## **6. DONATIONS**

6.1 The Company does not make contributions to political parties or to any organisation for political purposes.

6.2 The Company makes charitable donations only if:

- a. they are not made with the will of influencing anyone to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- b. they comply with local law and local practice;
- c. they are reasonable and proportionate in all the circumstances from both a French and a local perspective;
- d. they are given directly by the Company in its name and not via another party or individual; and
- e. they are given openly, not secretly.

## **7. RELATIONSHIPS WITH BUSINESS CONSULTANTS**

7.1 The Company is responsible for what its business consultants do on behalf of the Company. It is therefore essential that the Company takes due care to engage only reputable and professional business consultants and that it ensures that they abide by the principles set out in this policy. If an employee is responsible for engaging or in any way dealing with business consultants, he or she should read carefully the procedures set out in Appendix 1.

7.2 In order to assess the efficiency of a potential business consultant to perform a contract, the Company could have some informal relationships with him as long as it has no doubt about the integrity of this business consultant. However, once the Company has decided to conclude a contract with the business consultant, it would have to ensure that the relevant due diligence would be carried out prior to the signature of this contract and that the present policy would apply.

## **8. EMPLOYEES' DUTIES**

8.1 All employees must ensure that they read, understand and comply with this policy.

8.2 The prevention, detection and reporting of bribery and other forms of crime are the duty of all those working for the Company or under Company control. Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest stage. They are required to avoid any activity that might lead to, or suggest, a breach of this policy.

8.3 Conflicts with this policy will be reported to the Head of Compliance of Oberthur Fiduciaire as soon as possible. "Red flags" that may indicate bribery or corruption are set out in Section 16.

8.4 Any employee who breaches this policy will face disciplinary action.

**9. WHAT IS NOT ACCEPTABLE?**

9.1 It is not acceptable for an employee (or someone on behalf of an employee, including any business consultants) to:

- a. give, promise to give, or offer, a payment, gift or hospitality out of the normal course of business in order to receive or reward a business advantage;
- b. give, promise to give, or offer, a payment, gift or hospitality to a government official, business consultant or representative to "facilitate" or expedite a routine procedure;
- c. accept payment from a third party that an employee knows or suspects is offered with the expectation that it will obtain a business advantage for them;
- d. accept a gift or hospitality from a third party if the employee knows or suspects that it is offered or provided with an expectation that a business advantage will be provided by the Company in return;
- e. threaten or retaliate against another employee who has refused to commit a bribery offence or who has raised concerns under this policy; or
- f. engage in any activity that might lead to a breach of this policy.

**10. RECORD-KEEPING**

10.1 The Company will maintain financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

10.2 Employees must ensure that all expense claims relating to hospitality, travel, gifts or expenses incurred to third parties are submitted in accordance with Company Expenses Policy and specifically record the reason for the expenditure and to whom the expenses relate.

10.3 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

**11. HOW TO RAISE A CONCERN**

11.1 Employees who are unsure whether a particular act constitutes bribery, or who have any other queries should be raised with the Head of Compliance of Oberthur Fiduciaire.

**12. WHAT TO DO IF AN EMPLOYEE IS A VICTIM OF BRIBERY**

12.1 It is important that any employee tells the Head of Compliance of Oberthur Fiduciaire as soon as possible if an offer of a bribe is made by a third party, or if he or she is asked to make one, or suspect that this may happen in the future, or believes that he or she is a victim of another form of unlawful activity.

**13. PROTECTION**

- 13.1 The Company is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery, or because of reporting in good faith their suspicion that actual or potential bribery has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern.

**14. TRAINING AND COMMUNICATION**

- 14.1 Relevant training on anti-bribery and anti-corruption measures will be provided on joining the Company and thereafter annually or as required for all employees who may be affected by this policy.

**15. RESPONSIBILITY FOR THE POLICY IMPLEMENTATION**

- 15.1 The Head of Compliance of Oberthur Fiduciaire takes responsibility for ensuring this policy complies with the Company's legal and ethical obligations, and that all those under Company control comply with it.
- 15.2 The Head of Compliance of Oberthur Fiduciaire has primary and day-to-day responsibility for implementing this policy, for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.
- 15.3 All employees are encouraged to contribute to the success of this policy and should ensure they use it to disclose any suspected issue of malpractice or wrongdoing.
- 15.4 Employees are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Head of Compliance of Oberthur Fiduciaire.

## APPENDIX 1

### RELATIONSHIPS WITH BUSINESS CONSULTANTS

1. Using business consultants in markets with which the Company is less familiar and where it does not have its own organisation is a normal and essential part of Company business. However, it is important to recognise that business consultants, particularly in high risk jurisdictions, also pose a risk to the Company, as the Company is responsible for their actions. It is important, therefore, to conduct appropriate due diligence on an business consultant before engaging them to act on behalf of the Company and to monitor what duties the business consultant performs on behalf of the Company. In order to ensure that all business consultants act in compliance with the principles of this policy, the following procedures must be followed.

#### Engagement process

2. Prior to the signature of the contract with the business consultant, appropriate due diligence shall be carried out by the sales representative proposing the engagement (the **Proposer**). The Head of Compliance of Oberthur Fiduciaire shall review that due diligence and, if he considers it appropriate, approve the engagement. No work must be undertaken by the proposed business consultant before (i) the Proposer has conducted due diligence; (ii) the Head of Compliance of Oberthur Fiduciaire has approved the engagement; and (iii) the business consultant has signed the appropriate contract.
3. The Proposer shall obtain and review information from the business consultant including, but not limited to, the following:
  - (a) an explanation of how the business consultant intends to perform services for the Company and why it is qualified to provide those services;
  - (b) corporate information, including the legal structure of the business consultant (e.g. company, partnership, individual);
  - (c) if a company, its place and date of incorporation, registration number, and shareholders' names;
  - (d) details of the activities of the business consultant;
  - (e) employment information, including details relating to the management of the business consultant and the number of employees employed;
  - (f) any appropriate regulatory consents or authorisations;
  - (g) if the business consultant is an organisation of ten or more people, confirmation of whether the business consultant has policies or procedures regarding compliance with applicable anti-bribery laws and the prevention of unlawful conduct and, if so, copies of those policies or procedures;
  - (h) details of any government official, employee of a state or state-owned entity, candidate for public office or employee of a political party or public interest organisation who holds a direct or indirect interest in the business consultant or any affiliated entity;



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- (i) details of any complaints/whistle-blowing, whether attributed or anonymous, alleging illegal conduct of the business consultant, or any of its employees, business consultants or contractors, including details of any related investigation;
  - (j) details of any civil or criminal proceedings, actions, claims, cases or investigations relating to the business consultant; and
  - (k) the details of any unconnected business that has used the services provided by the business consultant and is willing to give a reference for the business consultant.
4. The Proposer shall also obtain and review (using external online sources including publicly available media reports where necessary):
- (a) information about the bribery risk in the country where the information about the business consultant will operate, by reference to the Transparency International Corruption Perceptions Index;
  - (b) any media or other reports in relation to the reputation of the business consultant (and its owners, directors, key employees, or other persons working on its behalf);
  - (c) details of any restrictions on the use of business consultants in the relevant country; and
  - (d) at least one reference from an independent third party.
5. The Proposer must provide a report to the Head of Compliance of Oberthur Fiduciaire, to which the Proposer should attach copies of the information reviewed. The report must state the date on which the Proposer last received training on this policy, summarise the information searched for and obtained, identify any bribery risks in the appointment of the business consultant and provide justification of the engagement of that business consultant with particular reference to (i) the specific services to be provided by the business consultant; (ii) how those services justify the proposed fee; and (iii) how any bribery risks have been mitigated. A template of this report is set out in Annex 1.

## **Contracting with business consultants**

6. Once the due diligence has been completed, and the Head of Compliance of Oberthur Fiduciaire has approved the engagement of the business consultant, the Proposer must ensure that a written agreement is entered into between the Company and the business consultant. This must be done before the business consultant begins to carry out work on behalf of the Company. An agreement in writing must be signed by every business consultant who does business with the Company.
7. The Proposer must use the standard form for our agreements with business consultants as set out in Annex 2. In all circumstances, agreements with business consultants:
- (a) must not have a longer term than 24 months, and must not contain automatic contract renewal provisions;
  - (b) must state the commission value payable and the objectives to be fulfilled by the business consultant against which commission should be paid. The commission to be paid to the business consultant must not be in excess of 10% of the value of the contracts obtained with the assistance of the business consultant;

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- (c) must not permit the payment of expenses or other payments to the business consultant other than commission payable after the contract between the Company and its customer is entered into;
- (d) must provide for the business consultant to be paid in the country where they operate, unless there is a valid reason not to do so. For the avoidance of doubt, tax efficiency or similar shall not be regarded as a valid reason; and
- (e) must contain a detailed description of the work to be performed by the business consultant, which must include reports on its activities no less frequently than once every quarter of the contract.

## **Training**

- 8. A copy of this anti-bribery policy (without this appendix) must be attached to written agreements with business consultants when they are sent out for signature.
- 9. Within one month of the signature of a new contract with an business consultant, or of every second renewal of a contract, the business consultant shall be provided with a copy of Oberthur's anti-bribery policy. The relevant Proposer will also speak to the business consultant to provide training and guidance in applicable anti-bribery laws and the Company's policy.

## **During the relationship**

- 10. The relevant Proposer shall ensure, so far as possible, that:
  - (a) records are kept of any contact with the business consultant describing the nature of that contact and the activities of the business consultant under discussion;
  - (b) the business consultant provides the services set out in the agreement, including any reports required;
  - (c) reports provided by the business consultant on its activities provide substantive information of value to the Company, justify the proposed payment to the business consultant and do not indicate any breach by an business consultant of anti-bribery provisions in its agreement with the Company or the Company's policy. Any such breach should be reported to the Managing Director of Oberthur Fiduciaire; and
  - (d) any requests for payment by the business consultant other than in accordance with the contract are reported to the Head of Compliance of Oberthur Fiduciaire.
- 11. All payments made to an business consultant shall be made in accordance with the relevant contract. The Company must maintain a record of all payments made to business consultants. The Company must not allocate any portion of a contractual payment to employees of an business consultant or use sub-contracts, purchase orders or consulting agreements to channel payments to employees of an business consultant, government or public officials, or their relatives or business associates.

## Renewals

12. Every four years, a contract renewal must be treated as a new contract and the process described above for a new business consultant must be repeated. For any other contract renewal, the Proposer must:
  - (a) obtain from the business consultant confirmation that the information in paragraph [4] remains accurate and, if it is not, obtain updated information;
  - (b) confirm that the date on which the business consultant last attended face-to-face training on this policy was within the three years prior to the renewal date; and
  - (c) carry out checks on public sources to determine whether any issues have arisen affecting the reputation of the business consultant.
13. The Proposer must provide a summary of this information to the Head of Compliance of Oberthur Fiduciaire, together with the date on which the Proposer last received training on this Policy, an assessment of the activities of the business consultant within the previous year, and justification of the continuing engagement of that business consultant with particular reference to (i) the specific services to be provided by the business consultant; (ii) how those services justify the proposed fee; and (iii) how any bribery risks have been mitigated.
14. If the Head of Compliance of Oberthur Fiduciaire is satisfied with the information provided, he will approve the renewal of the contract. The Proposer must then ensure that a written agreement is provided to the business consultant on the same basis as for a new contract.

## APPENDIX 2

### POTENTIAL RISK SCENARIOS: "RED FLAGS"

The following is a list of possible red flags that may arise during the course of the employee working for the Company and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

These red flags or any similar issues may reveal potential risk situations with respect to bribery or corruption and require the vigilance of the employees of the Company.

Red flags include:

- a. An employee becomes aware that an business consultant acting on behalf of the Company engages in, or has been accused of engaging in, improper business practices;
- b. A government official asks an employee to pay for personal expenses;
- c. An employee learns that an business consultant acting on behalf of the Company has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- d. A business consultant insists on receiving a commission or fee payment before committing to sign up to a contract with the Company, or carrying out a government function or process for the Company;
- e. A business consultant does not comply with mandatory local professional registration rules;
- f. A business consultant refuses to provide the Company with the identity of its shareholders or its beneficiary;
- g. A business consultant, as a corporate entity, or any of its Directors, or employees involved in the business relationship with the Company, is being or has been prosecuted, convicted or charged in relation to any matter concerning bribery, corruption, money laundering or financial fraud;
- h. A business consultant refuses to sign standard contractual clauses and/or ask for backdating of the contract concluded with the Company;
- i. A business consultant asks for fees that are not commensurate with the expected work;
- j. A business consultant asks for fees prior the signature of the contract with the Company;
- k. A business consultant requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- l. A business consultant requests that payment is made to a country or geographic location different from where the business consultant resides or conducts business;
- m. A business consultant requests that payment is made to a third party or through a third party;

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- n. A business consultant requests that payment is made to an offshore shell company;
- o. A business consultant requests an unexpected additional fee or commission to "facilitate" a service;
- p. A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- q. A third party requests that a payment is made to "overlook" potential legal violations;
- r. A third party requests that an employee provides employment or some other advantage to a friend or relative;
- s. A third party insists on the use of side letters or refuses to put terms agreed in writing;
- t. An employee notices that the Company has been invoiced for a commission or fee payment that is inconsistent with the payments and objectives stated within the signed and valid consultancy agreement.
- u. A third party requests or requires the use of an business consultant, intermediary, consultant, distributor or supplier that is not typically used by or known to the Company;
- v. An employee is offered an unusually generous gift or offered lavish hospitality by a third party;  
and
- w. Government officials (or their immediate family members) serve as directors, officers, employees or business consultants of an business consultant , or otherwise receive compensation or benefits, directly or indirectly, from the business consultant.