

**§ 1 General provisions and scope of application**

(1) The following General Terms and Conditions of Purchase and Procurement (**"GTCPP"**) shall apply to all business relations between Neptune Energy Deutschland GmbH ("Neptune") and their business partners concerning the procurement of supplies and services (said business partners being referred to as **"Contractual Partner" or "Contractor"** in the following). The GTCPP shall apply especially to contracts concerning the purchase and delivery of movable products (also to be manufactured or produced) regardless of whether these are produced by the contractual partners themselves or by third parties, and also to contracts of work or services.

The GTCPP shall only apply to construction services and IT services in connection with special contractual conditions.

- (2) The last amended version of the GTCPP shall apply to all future contracts or offers for goods and services with the same contractual partner, even if this is not specifically mentioned in the individual case.
- (3) All orders shall be carried out exclusively subject to the applicability of our GTCPP. Any other general terms and conditions of business, especially such that oppose, deviate from or supplement these terms and conditions, shall only apply if these have been expressly confirmed in writing, even if an offer has been unconditionally accepted in full knowledge of the general terms and conditions of the contractual partner in question.
- (4) Individual arrangements agreed with the contractual partner in individual cases (including ancillary agreements, supplements and changes) shall always have priority over these GTCPP. The content of such arrangements shall only be valid if laid down in a written agreement or is confirmed by us in writing. Unilateral declarations and notifications (such as reminders, deadlines and declarations of withdrawal) on the part of the contractual partner shall only be valid if made in writing.
- (5) Insofar these GTCPP refer to statutory regulations, this shall serve solely for the purposes of explanation. Even if these GTCPP do not contain any explanations concerning the validity of statutory regulations, these statutory regulations shall apply insofar as these GTCPP do not contain any direct changes or exclusions.

**§ 2 Definitions**

**"Affiliates"** means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, "subsidiary" and "holding company" is defined as the (direct or indirect) holding of more than fifty (50) percent of the shares or voting rights of the company or legal entity.

**"Applicable Corruption Laws"** mean, collectively, the (i) the Bribery Act 2010 (as enacted in the United Kingdom and as supplemented and/or amended from time to time), (ii) the Foreign Corrupt Practices Act 1977 (as enacted in the United States of America, supplemented and/or amended from time to time), (iii) all applicable laws of any countries or countries in which any of the obligations of the Contract are to be performed, and (iv) all applicable laws of the country of incorporation of either of the Parties.

**"Bribe"** means: (a) to offer, promise, give, authorise, request, accept or agree any payment, gift, benefit or advantage of any kind, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under Applicable Corruption Laws, and "Bribed" shall be construed accordingly;

**"Contractor Group" resp. "Contractual Partners Group"** means: (a) the Contractor resp. the Contractual Partners and its Affiliates; (b) the Subcontractors and their Affiliates; (c) the Personnel; and (d) to the extent not included in sub-Clause (c) of this definition, the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in sub-Clauses (a) and (b) of this definition;

**"Subcontract"** means a contract (of any tier) for the performance, supply or provision of any part of the Work, excluding the Contract;

**"Subcontractor"** means any person (other than the Contractor) that is party to a Subcontract;

**"Personnel"** means all personnel that the Contractor is required to provide in accordance with the provisions of the Contract, including as the same may be employed or otherwise engaged (including on an agency or consultancy basis) by the Contractor, its Subcontractors or its or their Affiliates or agents;

**§ 3 Conclusion of contracts**

- (1) Our orders shall only be binding if they are placed in text form or – in the event of orders placed orally or by telephone – if they are confirmed in text form. We reserve the right to revoke our orders until they are accepted.
- (2) Insofar as our orders do not specify any diverging deadlines for acceptance and no other agreement has been made, the contractual partner may only accept these orders within a period of 14 (fourteen) calendar days from receipt, either through a written confirmation or by sending the goods or providing the services due in another way. Declarations of acceptance shall be addressed to the purchaser of the specific department concerned.
- (3) Any late acceptance or acceptance containing additions, restrictions or any other changes shall be considered a new offer which must be confirmed by us within a period of 14 (fourteen) calendar days from receipt.
- (4) Insofar as the contractual partner has drawn up an offer for us, this shall also be addressed to the purchaser of the specific department concerned.
- (5) Subsequent changes to contracts, orders or calls for delivery must be confirmed by us in text form in order to be valid.

**§ 4 Prices**

- (1) The price stated in the order is the binding fixed price in euros and shall apply carriage paid to named place of destination which is – unless otherwise stated – the address of our registered offices in Lingen.
- (2) Prices are quoted net of statutory VAT unless specifically stated otherwise and confirmed by us in writing.
- (3) The price shall include all supplies and services (e. g. assembly, installation) as well as ancillary services (e. g. transport, unloading) and all costs (e. g. packaging, insurance, taxes and custom duties). Packaging costs shall be paid separately if so agreed; these costs shall be credited to us upon carriage-paid return of the packaging.
- (4) Where prices are calculated on the basis of weights, the official weighing certificate, or, where there is no such certificate, the weights determined by us shall be decisive.

**§ 5 Delivery times, contractual penalty**

- (1) The dates or deadlines for delivery and provision of services stipulated in our orders shall be fixed and binding and shall refer to date of receipt at the destination address. The contractual partner shall notify us immediately

of any apparent delays in delivery or provision of services. The contractual partner shall not be allowed to effect delivery or provide the services due before the dates or deadlines stated by us without our prior written consent. The contractual partner shall bear the risks of procurement for his services.

- (2) If the contractual partner shall be behind schedule with the delivery or provision of services, we shall be entitled to demand a contractual penalty of 0.2% for each full calendar day of the delay, up to a maximum of 5% of the net price of the delayed consignment/service. The contractual penalty shall apply in addition to the performance of the contract and may be demanded as a minimum compensation due in accordance with statutory provisions; the right to demand further damages shall remain unaffected. The contractual penalty shall in any case be offset. If the delayed services are accepted, the contractual penalty must be claimed at the latest with the final payment.

#### **§ 6 Supplies and services, transfer of risk, delay in acceptance**

- (1) The contractual partner shall enclose a packing slip or delivery note with all deliveries and shall send an advice of dispatch or delivery on the date of delivery, both to our purchasing department and the destination address. The delivery documents must contain the date (issue and dispatch) as well as a description of the item (product number and number of items), order number, order date, quantities and weights, as well as the type of packaging. If there is no packing slip or delivery note or if these are incomplete, we shall not be responsible for any resulting delays in processing or paying for the delivery in question.

The contractual partner shall enclose with the deliveries all documents required due to technical regulations for the proper use of the items (e. g. certificates, acceptance certificates). The same shall apply for all further documents which Neptune demands in accordance with the order in question.

- (2) Subject to the prior written consent of Neptune, the contractual partner shall be entitled to have the services provided by a third party (e. g. subcontractor). The contractual partner shall be responsible for ensuring that the third party complies with the provisions in these GTCPP.
- (3) Insofar as services are provided on our company premises, the contractual partner shall comply with the *“General Safety Regulations for Contractors working within the sphere of responsibility of Neptune Energy Deutschland GmbH”* which can be downloaded from our website ([www.neptuneenergy.de/Einkauf](http://www.neptuneenergy.de/Einkauf)).
- (4) The transfer of risk of loss, accidental deterioration or damage shall be subject to statutory regulations.
- (5) Statutory provisions shall apply to any delays in acceptance. Moreover, an express offer for services must be given if a specific or determinable date is agreed for any action or assistance on our part (e.g. provision of materials).

#### **§ 7 Title and retention of title, copyrights, secrecy**

- (1) The contractual partner shall only be entitled to retain the title if this has reference to our payment obligations for the supplies or services in question to which the contractual partner retains the title. All other extensions or prolongations to the retention of title shall be excluded; if the contractual partner effectively declares a retention of title, this shall only be valid for

the goods delivered to us until we have paid for these.

- (2) Drawings, drafts, samples, pictures, plans, calculations, instructions for execution, product descriptions etc. which we give to the contractual partner in order to enable them to make an offer or perform a contract shall remain our property and may not be used for any other purpose, copied or given to third parties; we reserve all copyrights to said documents. Such documents must be returned to us in full after the performance of the contract.
- (3) Any acceptance or approval of drawings or samples or similar documents by us shall not constitute a waiver of warranty claims for defects.
- (4) The documents provided and all information contained therein and all other information in connection with the contract in question and its existence shall not be disclosed to third parties by either contractual party from the conclusion of the contract and for five years after delivery or acceptance. Longer non-disclosure periods may be agreed. The duty to retain secrecy shall only apply as long as the documents or information are not already generally known.
- (5) We retain the title to any substances or materials and other tools and objects which we place at the disposal of the contractual partner for the purposes of providing the services. If the contractual partner processes or produces mixtures or compounds of the substances, materials or objects provided, this shall be considered as done on our behalf. If any property of third parties is used during such processing or production of mixtures or compounds, to which the third parties retain title, then we shall acquire a co-title to the new property in proportion to the value of the property provided by us to the new property.

#### **§ 8 Faulty delivery and other breaches of duty**

- (1) Unless agreed otherwise, the statutory provisions shall apply to any material or legal faults in the goods delivered or the services provided and with respect to any breaches of duty by the contractual partner.
- (2) The supplies and services must comply with the safety and accident prevention regulations applicable to us (in particular the German Equipment Safety Act, the German Chemicals Act, the applicable EU and DIN regulations and workplace regulations) in the last amended version, as well as with all requisite permits and specifications, drawings and other information included in the product description, regardless of whether these come from us, the seller or the manufacturer.
- (3) The statutory provisions shall apply to the commercial duty to inspect and notify a defect as follows: The duty to inspect the goods shall be restricted to faults which are obvious on external visual examination of the goods on delivery or within the scope of random quality control. If acceptance is agreed or foreseen by law, there is no obligation to inspect. In all other cases, the individual circumstances and proper course of business shall be decisive.
- (4) Our obligation to notify a defect shall remain unaffected by paragraph (3) above. Unless otherwise agreed, notifications of defects for any deviations in quality and quantity shall be considered punctual if they are received by the contractual partner within 5 (five) working days – and in the case of hidden defects which are discovered later after 10 (ten) working days – from the discovery of the defect.
- (5) The contractual partner shall bear all costs incurred by him for inspection and remedial action even if no fault existed. Any compensation claims in the event of an unjustified demand for remedy of faults shall remain un-

affected. In this respect we shall only be liable for wilful acts and gross negligence.

- (6) If the contractual partner fails to fulfil his obligations to remedy the fault or provide supplementary performance within the reasonable period set by us, we shall be entitled to remedy the fault ourselves and to demand compensation or an advance for the expenses incurred. Insofar as the supplementary performance by the contractual partner has already failed, no deadline need be set; the same shall apply in cases of particular urgency, danger to operating safety or impending occurrence of disproportionate damage, insofar as the urgency is so great that it is no longer possible to inform the contractual partner of the fault and the impending damage and to grant him a deadline to remedy the fault himself.
- (7) In derogation of § 438, sub-section 1, No. 3 of the German Civil Code (BGB), claims for defects shall become statute-barred after three years as of the transfer of risk. The statute of limitations of three years shall also apply with respect to claims arising out of defects in title, whereby the statutory limitation period for claims in rem for the restitution of property remain unaffected (§ 438 sub-section 1, No. 1 BGB); claims arising out of defects in title shall not become statute-barred if the third party may still assert claims against us (for example, because the limitation period has not yet expired).

#### **§ 9 Property rights**

- (1) The contractual partner shall guarantee that no third party property rights are violated in connection with the delivery or services, either in the Federal Republic of Germany or in any other country which we named in advance to the contractual partner; claims for compensation may only be asserted in the event of culpable action.
- (2) In the event of the contractual partner being at fault, he shall be obliged to release us from any claims which third parties may assert against us on the grounds of violation of commercial industrial property rights within the meaning of the above paragraph (1) of this § 8 and to reimburse us for all expenses incurred in connection with the avilment of this paragraph.

#### **§ 10 Spare parts and maintenance**

- (1) Unless a different period is agreed in individual cases, the contractual partner shall be obliged to keep a stock of spare parts and other objects and materials required in connection with the use of the items delivered to us, for a period of 5 (five) years from delivery or acceptance and to supply us with such on reasonable terms. If maintenance work is required, the contractual partner shall guarantee for the period stated above that he is prepared and capable to perform the maintenance and repairs.
- (2) If the contractual partner intends to cease production of the spare parts for the products delivered to us, he shall inform us immediately as soon as the decision to cease production is expected.

#### **§ 11 Responsibility, product liability, insurance**

- (1) The contractual partner shall be responsible for the selection, control and supervision of his employees. This shall also apply if the employees are working on our premises or on project sites where we are working unless, for legal or factual reasons, the authority to give

instructions must lie with the responsible employees of our company.

- (2) The contractual partner shall be obliged to take out, at his own expense, an employer's liability insurance and/or, if the contract involves the delivery of movable property, an employer's liability insurance and product liability insurance, with an appropriate level of cover, at the latest when the product is delivered or when the provision of the work or service commences and to maintain this insurance for the entire warranty period of the contract in question. The insurance policy shall – insofar as possible – cover all material, personal and financial damage, insofar as these were caused by the contractual partner or his sub-contractors or these persons are to be held responsible for the damage regardless of fault. The insurance policy must cover environmental damage insofar as this is not excluded from the outset, having reasonably evaluated the type of contract concerned and the subject matter of the contract and other circumstances. We may demand to see copies of the insurance papers at any time during the performance of the contract.

#### **§ 12 Payment, invoices, default, offsetting and retention**

- (1) Payments shall be effected subject to the proviso of a subsequent invoice audit
  - within 14 days with 3 % discount or
  - within 30 days net
 as we choose, either by cheque, bank transfer, discountable bill of exchange or - if agreed between Neptune and the contractual partner - by credit note.
- (2) The above payment periods shall only commence when we have received the supplies in full or if the services have been fully provided – or accepted if this is agreed or foreseen by law – and all ancillary obligations including due invoicing have been fulfilled by the contractual partner.
- (3) Invoices and demands for payment must contain our SAP order and call-off numbers, as well as the order date in addition to the information required by law. If available, signed delivery notes or proof of working time shall be attached. Invoices which do not comply with these specifications, or which we receive before the delivery is effected or service provided, will be returned. Payments shall only be effected subject to complete invoices.
- (4) We shall not be obliged to pay maturity interest. The right of the contractual partner to claim interest on arrears shall remain unaffected. In the event of any arrears in payment, the statutory provisions shall apply; a reminder must be sent.
- (5) We shall be fully entitled to assert our rights of offsetting and retention or to plead non-fulfilment of the contract. Due payments may be retained in particular if claims exist on the grounds of incomplete or faulty services.
- (6) The contractual partner shall only be entitled to assert rights of offsetting and retention for counter-claims which are undisputed or final and binding.

#### **§ 13 Guarantees / Securities**

- (1) Neptune may require in the purchase order or in a Contract from the Contractual Partners that the latter provide a guarantee or security.
- (2) The guarantee shall be provided in writing upon first demand under waiver of the defence of failure to pursue remedies (§§ 770, 771 German Civil Code). If Contractual Partners issue a security in the form of a warranty guarantee, this warranty guarantee is returned by Neptune on Contractual Partners written request when the limitation periods for the warranty (plus one month) have expired and the claims raised until that time have

been met.

#### § 14 Place of performance

The place of performance for all supplies and services shall be the destination address named by us.

#### § 15 Assignment

The contractual partner may not transfer the rights and obligations arising from this contract to third parties without our consent. This shall not apply to monetary claims.

Neptune may transfer rights and obligations arising from this contract to third parties without the consent of the contractual partner provided Neptune has a direct or indirect capital tie to the transferee of at least 50 %.

#### § 16 General Safety Regulations and sustainable development,

##### Energy management

- (1) The contractual partner shall be obliged to comply with the corporate general safety regulations and sustainability standards to which the Neptune Group has committed itself. These can be downloaded from the website ([www.neptuneenergy.de/Einkauf](http://www.neptuneenergy.de/Einkauf)). Each contractual partner shall be obliged in particular (i) not to exploit child labour or any other form of involuntary or forced labour, (ii) not to discriminate in any form whatsoever within the company or with respect to sub-contractors and/or suppliers, (iii) to guarantee safe working conditions and a healthy working environment, (iv) to show consideration towards the environment and to minimise the ecologically detrimental effects of their business activities and (v) to refrain from any form of corruption.
- (2) As responsible company, great importance is attached to environmental protection as well as in the saving of energy and resources. For this reason Neptune has implemented an energy management system according to DIN ISO 5001. In this context preference will be given to environmental and energysaving products and services. The Contractual Partner is obliged to propose environmentally and energyfriendly products. During the procurement process energy efficiency, environmental protection will be considered.

#### § 17 Business Ethics and Trade Controls

##### (1) Business Ethics

- (a) The Contractual Partner confirms that it has received a copy of and read and understood the "Neptune Energy Business Ethics Principles for Contractor Companies" as set out in Appendix 1 and shall adhere to and shall act in a manner consistent with and shall procure that the Contractor Group adheres to and acts in a manner consistent with, the same in connection with the Contract.
- (b) The Contractual Partner confirms that the Contractual Partner and the Contractual Partner Group has not Bribed in connection with obtaining the Contract.
- (c) In connection with the Contract, the Contractual Partner shall, and shall procure that the other members of the Contractual Partner Group shall: (i) strictly observe and comply with all Applicable Corruption Laws; and (ii) not Bribe.
- (d) The Contractual Partner confirms, to the best of its knowledge and belief, that neither it nor any other member of the Contractual Partner Group is being or has been: (i) convicted of; or (ii) investigated for; any offence under Applicable Corruption Laws. For the purpose of this paragraph (d), the expression "to the best of its knowledge and belief" shall refer only to those matters within the direct knowledge and belief of the Contractual Partner and its agents, directors, officers, employees, consultants and agency personnel.

(e) The Contractual Partner confirms that: (i) its agents, directors, officers, employees, consultants and agency personnel have been given adequate training and informed of their obligations in relation to Applicable Corruption Laws; (ii) it has in place adequate policies and procedures in relation to business ethics and conduct, including on reporting and investigating suspected violations, to prevent wrongdoing and which are compliant with Applicable Corruption Laws; and (iii) it has used best endeavours to ensure that the other members of the Contractual Partner Group comply with requirements equivalent to those in this paragraph (e).

(f) The Contractual Partner shall, and shall use best endeavours to procure that the other members of the Contractual Partner Group shall, maintain and retain the Compliance Records for the term of the Contract and for a period of six (6) years thereafter.

(g) To the maximum extent permissible by law, the Contractual Partner shall, and shall use best endeavours to procure that the other members of the Contractual Partner Group shall, provide the Company with: (i) access to and/or copies of any and all Compliance Records; and (ii) access to personnel and/or any facilities or premises at or from which the Contract is being performed in order to confirm compliance by the Contractor with its obligations under this Clause.

(h) The Contractual Partner shall notify Neptune immediately in writing on: (i) becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person relating to the Contract or its subject matter; or (ii) becoming aware of or suspecting: (aa) that any of the confirmations and undertakings set out in this Clause are no longer accurate; or (bb) any failure to comply with any provision of this Clause. The Contractual Partner shall, and shall procure that the other members of the Contractual Partner Group shall, promptly take all such steps as may be necessary and/or requested by Neptune to remedy the breach and/or to ensure minimum adverse effect on the Contract.

##### (2) Trade Controls

(a) The Contractual Partner shall, and shall procure that the other members of the Contractual Partner Group shall, comply with all applicable trade sanction laws, anti-boycott and export control laws, including those of the European Union and the United States of America with respect to the goods, software or technology to be provided under the Contract and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. In this regard, the Contractual Partner shall be responsible for obtaining any required government authorisations, including applicable export licenses or exemption authorisations.

(b) Neptune shall provide the Contractor upon request with relevant end-use, end-user and country of end-use information with respect to the goods, software or technology to be provided under the Contract. Based on and in reliance on such information, the Contractual Partner shall provide such goods, software or technology in compliance with applicable trade sanction laws, anti-boycott and export control laws including those of the United Kingdom, the European Union and the United States of America. The Parties acknowledge that any change in end-use, end-user or country of end-use may be restricted or prohibited by applicable trade sanction laws, anti-boycott and export control laws.

- (3) To the maximum extent permissible by law, the Contractual Partner shall be responsible for, indemnify, defend and hold Neptune and the Company Group harmless from and against all Claims in respect of any failure by the Contractual Partner to comply with its obligations under this Clause.

#### § 18 Validity

If any provision in this Contract shall be invalid or infeasible, the remaining provisions shall retain their validity. In such event, the contractual partners shall be obliged to reach a new agreement which corresponds as closely as possible to the economic intent of the invalid or infeasible provision.

#### § 19 Place of jurisdiction, applicable law

- (1) The place of jurisdiction for all disputes – with the exception of disputes with contractual partners who are not merchants within the meaning of the German Commercial Code (HGB) – shall be either Lingen or the place of performance, as we choose. This shall also apply to the international place of jurisdiction. We reserve the right to agree a court of arbitration in individual cases.

(2) The laws of the Federal Republic of Germany apply to each order or contract, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The prerequisites and effects of a retention of titles shall be subject to the laws where the goods in question are stored, provided that thereafter the law chosen becomes impermissible or invalid and German law prevails.

## Appendix 1

### Neptune Energy Business Ethics Principles for Contractor Companies

Neptune Energy demands and maintains the highest ethical standards in carrying out its business activities from all those engaged to carry out work on its behalf. This document sets out the principles that all companies providing services to Neptune Energy are required to follow, as part of their contractual obligations. Failure to act consistently with these principles will be taken very seriously and may result in the termination of relevant agreements.

#### Fundamental principles

You are required to:

Act in accordance with all laws and regulations. This includes all applicable international, national or local laws and regulations.

Establish a culture of integrity. You are expected to act in a morally correct manner and foster a culture of integrity within your organisation, in order to avoid any perceived or actual conflicts of interest and corrupt practices.

Behave fairly and honestly in both making commitments and performing obligations, in order to establish meaningful long-term relationships.

Respect others in dealings with people or corporate entities. Neptune Energy respects individuals' human rights and does not tolerate discrimination, bullying or harassment of any kind.

Speak up. You are expected to ask questions if you are unsure of your responsibilities or the correct course of action to take. You are also expected to report any concerns or possible breaches of these fundamental principles, any other Neptune Energy policies and procedures or applicable law and regulations.

By agreeing to carry out work for Neptune Energy, you are promising that you will act in accordance with these fundamental principles in all your dealings with Neptune Energy, other contractor companies, suppliers, customers and any other third parties with whom you deal or interact in performing services on Neptune Energy's behalf.

#### Ethical Reference Points

You are required to:

1. Have procedures in place within your business to combat Bribery.

A bribe is the offer, promise, giving, authorising, requesting, accepting or agreeing any payment, gift, benefit or advantage of any kind, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary,

employment or business role, duties or function. It can be to persons in the public or private sector.

Bribery and other corrupt practices are strictly prohibited and under no circumstances should you or your personnel bribe or engage in corrupt practices on Neptune Energy's behalf. You must have implemented appropriate procedures within your business to prevent bribery and corrupt practices.

2. Respect the rules of competition and reject all anti-competitive practices, including illegal competition agreements, abuse of dominant position, the exchange of insider information, and discriminatory, excessive or predatory pricing.
3. Ensure that you and all personnel provided by you to work for Neptune Energy comply with the rules set out in the schedule hereto in respect of any gifts or invitations given or received in connection with your work for Neptune Energy.
4. Inform Neptune Energy, and procure that your personnel inform Neptune Energy, of any conflict of interest situation (or potential conflict of interest situation) that may arise in connection with the work you are carrying out for Neptune Energy.
5. Ensure that you and your personnel maintain the confidentiality of all information of a confidential nature that is received in the course of carrying out work for Neptune Energy. In particular, you should ensure that you and your personnel treat all information of a price-sensitive nature, whether relating to the Neptune Energy Group or any other company, with the utmost confidentiality, and that you and your personnel are aware of the laws on insider dealing, which prohibit anyone who handles insider information about a listed company from buying or selling the stock of that company or encouraging another to buy, sell or retain such shares. All confidential information received from Neptune Energy and held by you and your personnel must be returned or destroyed upon Neptune Energy's request.
6. Report to Neptune Energy, and procure that your personnel report to Neptune Energy, any concerns of potential or actual breaches of these principles.
7. Ensure that all sub-contractors engaged by you to carry out work for Neptune Energy are informed of, and agree to abide by, these principles.

**Further guidance**

Should you require any explanation of the above principles or information about Neptune Energy's business ethics policies generally, please contact the Neptune Energy Ethics and Compliance Officer.

**Schedule**

**Rules relating to the Giving or Receiving of Gifts and Invitations in connection with your work for Neptune Energy.**

Public Sector - No donations or gifts may be given to any individual who either holds public office or is a candidate for public office. No invitations may be extended to, or accepted from, a public official, without the prior written approval of the Managing Director at Neptune Energy.

For clarity, public officials are any persons holding a legislative, executive, administrative or judicial position of a State, whether domestic or foreign, elected or unelected, and whether at local or central government level. It will also include any person who otherwise exercises a public function for or on behalf of, or within, any country, including an organisation that is controlled by the government or state, as well as employees of public international organisations (such as the United Nations).

Private Sector

**Gifts** - No gift may be given or received unless the following criteria are satisfied. All gifts, given or received:

- Must be transparently offered, accepted, given or received;
- Must be a physical object – i.e. not a trip, the provision of services;
- Must not be cash nor an equivalent monetary payment, e.g. store vouchers;
- Must not be of an excessive nature and must be reasonable in value (under the sterling equivalent of 35 Euros);
- Must be limited in number, related to the occasions warranting them and must have been given spontaneously (i.e. unsolicited);
- Must be unrelated to the securing of a contract or a particular benefit or influencing a decision;
- Must be given and accepted with no obligation of any kind whatsoever.

**Invitations** - No invitations may be given or received unless the following criteria are satisfied. All invitations, given or received:

- Must be given or accepted on an occasional basis only;
- Must be accepted only if they can be returned in an equivalent manner (in nature and amount) by Neptune Energy;
- Must be reasonable in value (under the sterling equivalent of 35 Euros), lawful and transparent