



Hurricane

Anti-corruption and Bribery Procedure

HUR-BMS-LEG-PRO-0002-1

March 2018



0. Document Control

0.1. Controlled Copies and Distribution

The master copy of this document is maintained electronically and personnel shall refer to the master copy to ensure the latest revision is being used.

Controlled hard copies shall be kept to a minimum and distributed as listed below, each being identified as “Controlled Copy”.

Copy Number	Holder Title	Location
1	Compliance Manager	Eashing
2	Technical Authority & BMS Sponsor	Eashing
3	Regulatory Copy	Eashing Office Library

0.2. Amendment Record

Revision	Date	Description	Author	Compliance Manager Checked	Technical Authority & BMS Sponsor Approved
0	January 2018	Initial Issue	DJ	AS	DJ
1	March 2018	Issued for external use	DJ	AS	DJ

0.3. Change Management

The relevant Technical Authority (TA) is responsible for the maintaining this document to ensure:

- it complies with Hurricane’s BMS, relevant legislation and regulations, and Oil and Gas UK guidance;
- it is reviewed annually and when material changes occur to Hurricane’s business activities

Proposed changes shall be submitted to the relevant TA for review and acceptance (or otherwise), and subsequent approval by the relevant BMS Sponsor.

Anti-corruption and Bribery Procedure



0.4. Signature Sheet

Document content checked and accepted by **Compliance Manager:**

Position: Chief Financial Officer

Name: Alistair Stobie

Signature:


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Date:

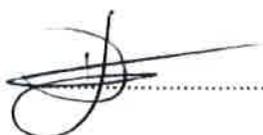
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Procedure approved by **Technical Authority:**

Position: General Counsel

Name: Daniel Jankes

Signature:


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Date:

22.03.18
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1. Introduction

1.1. Purpose and scope

1.1.1. Procedure statement

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

1.1.2. About this procedure

The purpose of these anti-bribery and corruption procedures (the "**Procedures**") is to:

- set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
- provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues

It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

1.1.3. Who must comply with the Procedures

The Procedures apply to:

- all the directors of Hurricane and any of its group companies;
- all employees and third party individuals working within the Hurricane organisation;
- all relevant third parties

An **employee** includes employees at all levels working for Hurricane or any of its group companies, and includes officers, seconded workers, volunteers, and interns.

A **third party** could be any agent, distributor, consultant, contractor, co-venturer, joint venture partner, vendor, political party, government or public body, including their personnel, advisors and representatives, which conducts activities for or on behalf of Hurricane or any of its group companies.

A **relevant third party** is a third party that is authorised by Hurricane or any of its group companies to carry out activities on behalf of Hurricane or any of its group companies in a representative capacity, but does not include third party individuals.

Third party individuals include individuals employed by a third party and who work within the Hurricane organisation such as independent contractors, agency and seconded workers.

All directors, employees, third party individuals and relevant third parties are required to certify that they have read and understood the Procedures.



1.2. Responsibilities

1.2.1. Who is responsible for the Procedures

The board of directors of Hurricane has overall responsibility for ensuring the Procedures comply with our legal and ethical obligations, and that all those under our control comply with it.

The Compliance Manager (being the Chief Financial Officer) has primary and day-to-day responsibility for implementing the Procedures, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering bribery and corruption.

Management at all levels are responsible for ensuring those reporting to them understand and comply with the Procedures and are given adequate and regular training on it.

If any part of the Procedures is unclear or if there is any doubt as to whether a particular activity or transaction involves or may be perceived to involve bribery or corruption, it is your responsibility to refer the matter to your manager or the Compliance Manager or your contact person within Hurricane.

You are invited to comment on the Procedures and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Compliance Manager.



2. What are bribery and corruption

Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

Corruption is the abuse of entrusted power or position for private gain.

Facilitation payments, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions.

Kickbacks are typically payments made in return for a business favour or advantage.

Examples:

Offering a bribe	
You make a payment to, exchange expensive gifts or provide lavish entertainment to, or make political or charitable donations on behalf of, individuals with authority over or influence over the award of business in order to influence them to make an award in favour of or on terms more favourable to Hurricane	This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business or to obtain more favourable business terms for us. It may also be an offence for the relevant individual to accept your offer
Receiving a bribe: General	
You accept payments or other inducements from third parties, including but not limited to, agents, vendors, suppliers, co-venturers, contractors, service providers or sub-contractors in order to award business or grant another benefit to them	It is an offence for a third party to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage



Receiving a bribe: Tendering	
<p>You manipulate tender procedures to award a contract to a specific third party in return for some form of payment or other benefit</p>	<p>This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business or more favourable business terms for us. It is also an offence for the relevant individuals and third parties to make such an offer.</p>
Bribing a foreign official	
<p>You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process, such as clearing our goods through customs</p>	<p>The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence</p>



3. Guiding Business Principles

The Procedures are designed to help Hurricane in maintaining a proportionate position in complying with the relevant laws wherever we operate – in particular the bribery and corruption laws of the United Kingdom. These laws require that Hurricane is responsible for implementing anti-bribery and corruption risk management procedures across our business. Hurricane adopts a risk-based approach informed by a number of guiding principles to managing bribery and corruption risks.

These guiding principles are designed to ensure so far as reasonably possible that Hurricane operates according to a system which prevents bribery and corruption from occurring.

3.1. Third party due diligence

Hurricane is committed to ensuring that third parties with whom it deals are properly vetted to mitigate the risk of bribery and corruption.

3.2. Communication and training

Hurricane's zero-tolerance approach to bribery and corruption must be communicated both internally to all directors and employees and externally to third parties.

Hurricane will train all directors, employees and any third party individuals who work within the Hurricane organisation to reinforce their knowledge, understanding and implementation of the Procedures.

3.3. Contract tendering

Hurricane is committed to ensuring that all contracts awarded by it are done so lawfully without connection to bribery and corruption.

3.4. Employment procedures

Hurricane will take steps to ensure that prospective and existing directors, employees and any third party individuals who work within the Hurricane organisation comply with these Procedures.

3.5. Gifts, hospitality, facilitation payments and donations

Hurricane recognises the giving and receiving of gifts, entertainment and hospitality as part of normal business relations, provided such activity is reasonable, transparent, proportionate and properly recorded, and is not intended to influence or could be perceived as influencing business decisions or transactions.

Hurricane prohibits facilitation payments and is committed to combating the facilitation payment culture wherever it is encountered.

Hurricane prohibits all, and prohibits its directors, employees and any third party individuals who work within the Hurricane organisation from making directly or indirectly, charitable or political contributions of any kind in Hurricane's name or using Hurricane's resources for such purpose.

3.6. Hosting of external parties

Hurricane recognises that visits from external parties, including investors, analysts and government officials, to its sites are a necessary part of its business. Where such visits are paid for by Hurricane, they must be properly arranged, controlled and recorded to avoid any perception of undue influence.



3.7. Money laundering and cash transactions

Hurricane ensures that commercial transactions involving cash are kept to a minimum and only when properly authorised to protect our assets against fraud or misuse.

3.8. Investigating and reporting

Hurricane will investigate promptly and in confidence any factual or suspected instance of bribery or corruption related to any transaction that involves Hurricane and/or any directors, employees or any third parties who work within the Hurricane organisation of which we become aware, and will take appropriate disciplinary action against any individuals found to be involved in bribery or corruption.

3.9. Monitoring and review

Hurricane will maintain accurate records and documentation to demonstrate the effectiveness of its compliance programme and monitor the implementation of the Procedures.



4. Third party due diligence

All relationships with third parties operating from a principal place of business within the United Kingdom, the United States of America or the European Union with a prescribed contract value less than the threshold prescribed by the Compliance Manager will not require an initial risk assessment.

All other third party relationships must be evaluated in accordance with the initial risk assessment available from the Compliance Manager.

The following categories of third parties will be subject to enhanced due diligence procedures available from the Compliance Manager :

- all relevant third parties, co-venturers, joint venture partners, agents or intermediaries; or
- third party relationships categorised as high risk;
- the relationship has a contract value in excess of the threshold prescribed by the Compliance Manager

Where a third party is subject to risk-based due diligence, the due diligence enquiries prescribed by the Compliance Manager, together with such other mitigating steps and enquires as the Compliance Manager may consider appropriate, must be undertaken to the Compliance Manager's satisfaction.

Where the Compliance Manager is satisfied that a third party should be categorised as a low risk following due diligence and mitigating steps undertaken in accordance with his instructions, the Compliance Manager may authorise the acceptance of the relationship and the Compliance Manager must record the reason for his decision in writing.

Where a third party is categorised as high risk following due diligence and mitigating steps undertaken in accordance with the Compliance Manager's instructions and these procedures, the assessment of a third party relationship must be referred to the board of directors for final determination. The board must record the reasons for its decision in writing.

Contracts for relevant third parties must include Hurricane's standard anti-bribery and corruption provisions or comparable provisions. Guidance on the inclusion of such provisions can be obtained from the General Counsel.



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5. Communication and training

Hurricane will train all directors, employees and any third party individuals who work within the Hurricane organisation to reinforce their knowledge, understanding and implementation of the Procedures.

Hurricane must communicate the Procedures to all relevant third parties and the Compliance Manager must assess and select which relevant third parties should be required to undertake training on the Procedures. By way of guidance, relevant third parties with robust anti-bribery and corruption procedures comparable to the Procedures are unlikely to require further training.

All directors, employees and third party individuals who work within the Hurricane organisation must:

- complete promptly any compliance related training assigned to them, including on the Procedures;
- communicate promptly to their line management, Compliance Manager and/or General Counsel any suspected breach of the Procedures;
- follow the processes and procedures in place aimed at identifying and mitigating the risk of bribery and corruption



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6. Contract tendering

Hurricane is committed to ensuring that any contract award or tendering process is free of bribery and corruption, and conflicts of interest.

One of the key objectives of establishing contract and procurement guidelines and contractor selection and management guidelines is to ensure that consideration is given to the potential bribery and corruption risk, and the potential for conflicts of interest, that may be inherent in the awarding of contracts by Hurricane or any of its group companies.

All directors, employees and third party individuals who work within the Hurricane organisation must:

- follow Hurricane's applicable policies and procedures, including the contract and procurement guidelines and the contractor selection and management guidelines, in connection with all tenders or contract awards;
- ensure that proper written records are kept and maintained in connection with all tenders and contract awards;
- abide by and adhere to the standards and principles set out in the Procedures in undertaking tender processes and contract awards

Hurricane's contract and procurement guidelines and contractor selection and management guidelines set out the circumstances in which a tender process is compulsory prior to contract awards, and those circumstances in which single source contracting may be permitted.



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7. Employment procedures

All directors and employees must be subject to:

- a contractual obligation to comply with the Procedures;
- Hurricane's disciplinary procedures where a director or an employee has been involved in bribery or corruption

All third party individuals working within the Hurricane organisation must be contractually required to comply with these Procedures.



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8. Gifts, hospitality, facilitation payments and donations

8.1. What you must not do

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- accept hospitality from a third party that is unduly lavish or extravagant under the circumstances;
- offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the Compliance Manager;
- threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any other activity that might lead to a breach of this policy

8.2. Facilitation payments and kickbacks

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Compliance Manager.

Where you are required to make a payment in exceptional circumstances (i.e. personal safety is threatened, or under conditions of duress or extortion), the payment must be reported to the Compliance Manager as soon as possible.

8.3. Gifts, hospitality and expenses

This procedure allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- establishing or maintaining good business relationships;
- improving or maintaining our image or reputation; or
- marketing or presenting our products and/or services effectively



The giving or accepting of gifts or hospitality is allowed if the following requirements are met:

- it is not made with the intention of influencing a third party 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;
- it is given in our name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- it is appropriate in the circumstances, taking account of the reason for the gift or hospitality, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas; and
- it is given openly, not secretly;
- it complies with any applicable local law
- it is recorded in the gift and hospitality register
- it does not exceed a value of \$250 without the prior written approval of the Compliance Manager

Where you accept a gift or hospitality on the understanding that it has a value not exceeding \$250 but subsequently learn that its value exceeds \$250, you must obtain retrospective approval from the Compliance Officer.

Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

Gifts and prizes made by us or on our behalf to third parties working for us as part of a formal company approved contractor reward scheme to promote good behaviour and compliance with our corporate policies and procedures, including EH&S performance, will usually be acceptable. Individual prizes and gifts must not exceed a value of \$250 without the prior written approval of the Compliance Manager.

Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

8.4. Donations

We do not make contributions to political parties.

We do not make charitable donations.



9. Hosting of external parties

It is acceptable for external parties, including government officials, to visit Hurricane offices and projects in the normal course of business. For example, external parties may want to visit our work sites, assess how a project is progressing and better understand our capability in a certain area. Such visits, if paid for by Hurricane, must have a legitimate commercial purpose and be conducted in a transparent manner, and must not be aimed at or appear to be unfairly influencing decisions or transactions.

The following rules apply to the hosting by Hurricane of external parties:

- visits paid for by Hurricane must have the prior written approval of the Compliance Manager;
- visits must be supported by a legitimate commercial purpose;
- the duration of the visit should be limited to the time needed to fulfil the purpose;
- the location(s), list of participants and itinerary must be agreed before the visit commences;
- the visitors and participants should be limited to those whose attendance is necessary for the purpose of the visit;
- all travel and accommodation arrangements paid for by Hurricane must be arranged by Hurricane;
- Hurricane must not offer or agree to pay daily allowances for external visitors, and any reimbursements due to the external party for expenses incurred in relation to the visit must be invoice to Hurricane and supported with receipts;
- Hurricane must confirm that the visiting external party has the approval of his/her employer to accept the invitation and that no restriction is being breached.



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10. Money laundering and cash transactions

The use of cash in business transactions has the potential to result in breaches of accounting regulations, illegal transactions, money laundering, and fraud.

‘Money laundering’ is a term used to describe methods of hiding or disguising the proceeds of illegal transactions. There are stringent international laws targeting those who engage in or assist with these transactions.

Examples of activities which may indicate breaches of money laundering regulations include:

- Payments made to someone who is not a party to the contract;
- Payments in cash, cash equivalent, or in a currency not specified in the invoice;
- Payments split into several smaller or different amounts;
- Payments to an account which is different from the business relationship account;
- Requests to assist any person or company to transfer funds or property from one country to another

You must ensure that any cash transactions are properly authorised by the Head of Finance or the Chief Financial Officer.

You must ensure that any suspicious requests from directors, employees or third parties are identified and investigated to ensure they are lawful.



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11. Investigating and reporting

Investigating and reporting suspected instances of bribery and corruption, whether it relates to a Hurricane employee or a third party in relation to Hurricane business, is an essential to mitigating the risk of bribery and corruption.

All directors, employees, and third party individuals working within the Hurricane organisation are responsible for immediately reporting any suspected instance of bribery and corruption in connection with Hurricane business, regardless of whether it involves a director, employee or a third party.

If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager.

Any suspected instance of bribery and corruption should be reported in the first instance either to a line manager if the allegation does not directly or indirectly involve the line manager, or to the Compliance Manager or General Counsel.

Alternatively, you can follow the procedure set out in the Whistleblowing Policy (see Employee Handbook) as soon as possible.

Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We encourage openness and will support anyone who raises genuine concerns in good faith under this procedure, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence 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. If you believe that you have suffered any such treatment, you should inform the Compliance Manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure (see Employee Handbook).



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12. Monitoring and review

12.1. Record keeping

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

Hurricane must monitor compliance with the Procedures by directors, employees and third party individuals working within the Hurricane organisation.

Hurricane must keep and maintain records of all:

- compliance related training, certification and testing;
- group and third party risk assessments; and
- third party audits and due diligence enquiries undertaken

Hurricane must carry out periodic internal audits and/or compliance testing on a sample basis to determine corporate compliance generally (including compliance with the Procedures) using a risk-based approach.

Hurricane must carry out external audits and/or compliance testing on a sample basis of the following third parties:

- all relevant third parties, co-venturers, joint venture partners, agents or intermediaries; or
- third party relationships categorised as high risk;
- the relationship has a contract value in excess of the threshold prescribed by the Compliance Manager



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13. Breaches of this Procedure

Any employee who breaches this procedure will face disciplinary action in accordance with the Company's Disciplinary Policy set out in the Employee Handbook, which could result in dismissal (for a first breach of discipline) for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this procedure.



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14. Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of you working for us 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.

If you encounter any of these red flags while working for us, you must report them promptly to the Compliance Manager or using the procedure set out in the Whistleblowing Policy (see Employee Handbook):

- you become aware that a third party engages in, or has been accused of engaging in, improper business practices
- you learn that a third party 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
- a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us
- a third party 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
- a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business
- a third party requests an unexpected additional fee or commission to "facilitate" a service
- a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services
- a third party requests that a payment is made to "overlook" potential legal violations
- a third party requests that you provide employment or some other advantage to a friend or relative
- you receive an invoice from a third party that appears to be non-standard or customised
- a third party insists on the use of side letters or refuses to put terms agreed in writing
- you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided
- a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us
- you are offered an unusually generous gift or offered lavish hospitality by a third party



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Appendices



Appendix A Gift / Hospitality Register



Hurricane Energy plc - Gift / Hospitality Register

Hurricane Prepared April 2015

Date	Employee	Supplier	Gift/Hospitality	Value (if applicable)	Comments
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