

**PETROFAC LIMITED****Standard for the Prevention of Bribery and Corruption****PL-STAN-COMP-003**

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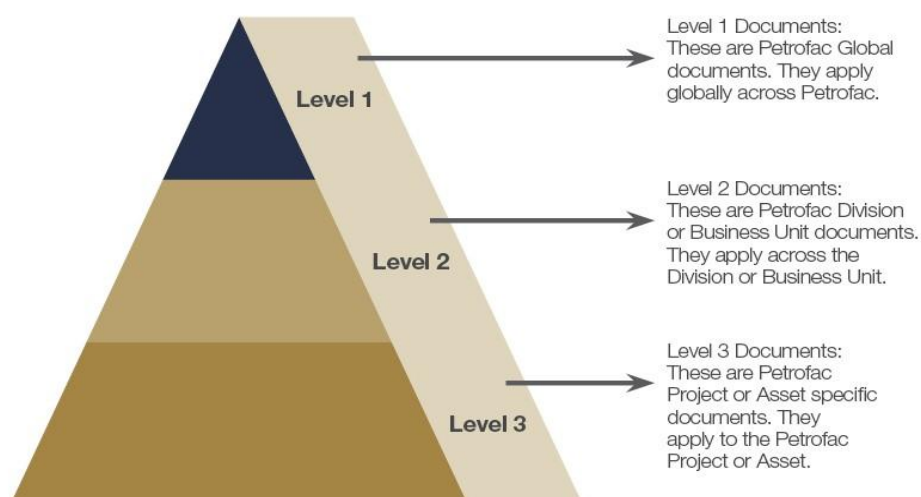
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REVISION CONTROL

Issue	Description of Change	Date
Rev 0	New standard launched	2010
Rev 1	Revised standard published	March-2016
Rev 2	Revised standard published	June-2022
Rev 3	Speak Up link updated	April-2025
This document shall be reviewed by the Owner annually to ensure it remains fit for purpose and effective.		

VOIDING OR REPLACEMENT

THIS DOCUMENT RENDERS INVALID OR REPLACES THE FOLLOWING:		
DOCUMENT NUMBER	TITLE	REVISION
Revision June 2022	Standard for the Prevention of Bribery & Corruption	Rev 2

Petrofac HSE level 1, 2 and 3 documents

This document is Level 1 (L1).

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PREFACE

PETROFAC GROUP STANDARDS

This Group Standard defines the expectations and minimum performance requirements necessary to ensure conformity with the commitments with regards to zero tolerance for bribery, corruption and all other unethical practices by our employees, anyone working with us or on our behalf. This zero-tolerance approach is set out in section 4 of our Code of Conduct and is reflected in the Petrofac Anti Bribery and Corruption (“ABC”) policy.

The Standard for Prevention of Bribery and Corruption (“SPBC”) defines the rules that all employees and those who work with and for Petrofac must follow. The SPBC was first launched in 2010, updated in 2016 and revised in 2022, to ensure it stays relevant and effectively addresses the risks of bribery and corruption. The SPBC helps ensure that Petrofac does not become involved either directly or indirectly in bribery or corruption and is not negligent in its efforts to prevent bribery and corruption in all its operations.

The SPBC describes the expectations and requirements to be met to mitigate the risks of breaching applicable Anti-Bribery and Corruption (“ABC”) laws and the Petrofac ABC policy while conducting our business.

This Standard has been approved by the Chief Compliance Officer as the responsible Group Executive Committee (ExCom) member and is mandatory for everyone at Petrofac, without exception, must always comply with the SPBC and each Petrofac business unit or function is required to adopt this Standard as a mandatory requirement and develop, if need be, business and/or function specific procedures, guidelines, processes and tools to support its effective implementation at business or function level.

Each Petrofac business unit is required to adopt this Standard as a mandatory requirement. This Standard can be found on Petrofac’s Global Management System (GMS).

1.0 PURPOSE, OBJECTIVES AND APPLICABILITY

1.1 Purpose

The purpose of this Standard is to:

- Ensure that Petrofac operates according to a system which prevents bribery and corruption from occurring within its operations. It is designed to always ensure that Petrofac acts responsibly and ethically when pursuing and awarding business and that it complies with its Code of Conduct in relation to bribery and corruption provisions.
- Ensure that Petrofac complies with relevant laws, in particular the law of the UK and Jersey.
- Support the implementation of Petrofac’s ABC Policy by establishing basic principles and minimum mandatory rules and performance requirements that enable good governance and consistent behaviours.

1.2 Objectives

The objectives of this Standard are to:

- Define Bribery and Corruption; and
- Identify the High-Risk business transactions; and
- Enunciate the Business Principles that address the above risks; and
- Establish the Minimum Requirements to be followed to mitigate those risks.

1.3 **Legislative reference**

This Standard defines the expectations and performance requirements necessary to ensure conformance with:

- ABC laws have an extraterritorial reach and affecting Petrofac business, such as the UK Bribery Act (2010), the US Foreign Corrupt Practices Act (FCPA), legislation implementing the OECD Anti-Bribery Convention on Combating Bribery of Foreign Public Officials and / or the UN Convention against Corruption, the Proceeds of Crime Act, the Anti-Terrorism Act; and
- Other similar laws and regulations in the countries where we do business.

This Standard must be applied even if its provisions are stricter than any of the provisions of ABC laws enumerated above. However, when applicable ABC laws are stricter than rules and requirements of this Standard, such laws must be complied with. In case of doubt or dual interpretation of any of legislative norms related to ABC, the Group General Counsel or the Chief Compliance Officer shall be consulted without delay.

1.4 **Applicability**

This Standard shall apply to:

- All employees of Petrofac Limited and its subsidiaries whether hired on a full-time, permanent or temporary basis, and third-party hires, consultants, etc. and employees of partnerships or Joint Ventures over which Petrofac has management and/or shareholding control; and
- Counterparties and/or business partners of Petrofac in cases where this is expressly provided for by law, or in cases where counterparties have undertaken to comply with Petrofac's principles and standards (inter alia, by including relevant obligations in the contracts).
- All individuals and entities working on behalf of Petrofac, bidding for work, or providing goods and services to Petrofac. Those are expected to act in compliance with this Standard, where applicable, unless they are subject to more stringent requirements.

In the event of any conflict or contradiction between the provisions of this document and local legislation, the higher requirement shall apply. The implementing organisation shall seek to apply this Standard without violating any applicable law.

This document shall be reviewed by the Owner, at a minimum once a year, to ensure it remains fit for purpose and effective.

2.0 ABBREVIATIONS, TERMS AND DEFINITIONS

2.1 **Abbreviations**

ABC	Anti-Bribery and Corruption
CCO	Chief Compliance Officer
EAR	Export Administration Regulations
EU	European Union
GC	General Counsel
ITAR	International Traffic in Arms Regulations
OECD	Organisation for Economic Co-operation and Development
OFAC	Office of Foreign Asset Control

SDN	Specially Designated National
UK	United Kingdom
UN	The United Nations
US	United States

2.2 Terms and Definitions

Agent	Any individual or organisation contractually appointed to represent Petrofac and to negotiate or to act on behalf of the company.
Bona fide	Made for a legitimate reason.
Cash equivalent	Any gift certificate, gift card, voucher or coupon that allows the purchase of or redemption for a product or service as if cash were being used.
Charitable Donations	Donations to organisations that are registered charities, either in the form of cash or other benefits such as free services.
Close associate	Means any individual closely connected to an entity or an another individual either socially or professionally.
Code	Petrofac's Code of Conduct
Entertainment	Attendance of a social event such as a team building event, cultural, or sporting event as well as meals and drinks given/received during that event. Meals and drinks given/received outside the context of such social, cultural, or sporting event.
Facilitation payment	An informal or unofficial payment made to a government official directly, or through an intermediary, to obtain or speed up routine government administrative services which an authority is required to provide according to its rules and procedures.
Gift	Any type of gift including promotional items, whether pecuniary or not, including but not limited to personal gifts, discounts, loans, cash or cash equivalent, favourable terms on any product or service, services, prizes, transportation means, use of vacation/holiday

	facilities, stocks or other securities, home improvements.
Government Official	An officer or employee of a government, department, agency, or instrumentality of such government.
Hospitality	Lodging (hotels, services apartments, Air BnB, any other form of accommodation) and travel expenses (tickets, visas, transportation, etc.) including meals and drinks associated with giving/receiving that lodging or travel.
Social Investment	Activities to support local communities that are impacted by our business, through investment or the giving of benefits.
Speak Up	A report of a potential violation through the Petrofac ethics line referred to as Speak Up portal.
Standard	The Standard for the Prevention of Bribery and Corruption

3.0 RESPONSIBILITIES

Management of business units and functions:	<ul style="list-style-type: none">• Ensure that this Standard is properly communicated, implemented and adhered to within their business units/functions.• Reinforce awareness and knowledge of the ABC policy and this Standard's principles and requirements through enforcing mandatory attendance and timely completion of ABC training modules by all employees under their supervision.
Employees:	<ul style="list-style-type: none">• Familiarise themselves with the ABC policy, principles enunciated in this Standard.• Ensure timely completion of the ABC training modules assigned to them.• Act in full compliance with the ABC policy and this Standard always.
Group Compliance:	<ul style="list-style-type: none">• Implement or drive the implementation and maintenance of requisite tools, processes and procedures in line with the requirements of this Standard.• Monitor and review business unit and functional compliance with the provisions of this Standard, including reviews of the document support.• Provide educational and consultative assistance aimed at effective implementation and adoption of this Standard across Petrofac Group.• Resolve matters of interpretation or instances of break-down of the procedures in this Standard.• Ensure that this Standard is reviewed and updated periodically to reflect changes in the regulatory environment and align with good industry practices.

4.0 UNDERSTANDING BRIBERY AND CORRUPTION

4.1 What is Bribery and Corruption

Bribery is defined as the offer or the acceptance of a financial or other form of benefit intended to encourage or influence the recipient of the benefit to act improperly or unfairly in the award of business or in the execution of their duties.

There is no universal definition of bribery, but all definitions have in common that it involves someone in an appointed position acting voluntarily in breach of trust in exchange for a benefit. The benefit does

not have to involve cash or a payment exchanging hands. It can take many forms such as gifts, hospitality and expenses, access to assets or favours made to a relative, friend or favoured cause

Corruption is defined as dishonest or fraudulent conduct by those in power, typically involving bribery.

4.2 High risk Business transactions

The risk of bribery and corruption could affect Petrofac in any of the following transactions or activities if performed by the Company with public or private third parties. This is not an exhaustive list, and these are examples of high-risk transactions and scenarios provided in this Standard for illustrative purposes only.

- Paying individuals with authority or influence over the award of business to influence them to make an award in favour of Petrofac.
- Offering expensive gifts or providing lavish entertainment or hospitality to a third party, or their family member(s) and/or close associate(s) with the intention of influencing the award of business to Petrofac.
- Offering employment, services, discounts, or other inducements to a third party, or their family member(s) and/or close associate(s) with a corrupt intent.
- Making political or charitable donations to a third party or their family member(s) and/or close associate(s) with the intention of unfairly influencing the award of business to Petrofac.
- Accepting for self, a family member and/or a close associate(s) payments, expensive gifts, lavish entertainment or hospitality, services, discounts, other inducements from third parties, including, but not limited to, agents, vendors, suppliers, service providers or sub-contractors to award business or grant another benefit to them.
- Manipulating, overlooking, or bypassing mandatory requirements specifically but not limited to tender procedures to award a contract to a specific sub-contractor, service provider and/or vendor in return for some form of payment or other personal benefit or inducement.
- Offering payments or other forms of benefit, whether directly or indirectly, to a government official e.g., a tax, customs, or immigration official to overlook local taxation, customs, or visa requirements.

4.3 Expectations and Performance Requirements

Expectations and Performance Requirements to address the risks of bribery and corruption are set out in the following principles that shall be followed by all employees of Petrofac.

Principle 1: Transparent contract tendering and contracting

Petrofac is committed to ensuring that all contracts awarded to it or awarded by it are done so transparently, legally and without connection to bribery or corruption. Petrofac does not and will not engage in questionable practices and activities at pre-tender, bidding, contract award and post-award stages.

The business has the responsibility to ensure that any contract awarded by Petrofac follows an established, documented and communicated tendering process and that any business awarded to Petrofac is free of bribery and corruption.

The objective of establishing tendering guidelines is to ensure that consideration is given to the potential bribery and corruption risk that may be inherent in the awarding of contracts to and by Petrofac.

General Rules

- All business units must have an established and documented tendering process which must be communicated to all relevant parties.
- All business units must ensure that there are nominated individuals with the responsibility for ensuring that the process is properly communicated, implemented and followed without exception.
- Where there is a conflict of interest, the potential, or the perception of a conflict of interest between the parties involved in a tendering process, the affected party must declare its interest and withdraw from the tendering process.
- All tenders must be documented according to the tendering process and such documentation be made available to be audited as may be required.
- All third parties representing Petrofac in a tendering process must abide by the Petrofac Code of Conduct, this Standard and all relevant documentation to be communicated by Petrofac to the third party.
- All Petrofac individuals as well as third parties involved directly or indirectly in a tendering process for the award of business to Petrofac or by Petrofac must not give and/or receive anything of value that could influence the tendering process or give rise to a perception that the tendering process has been influenced.

Exception Procedure

There may be occasions where the business will award a contract on a single source basis, without following the established tendering process. Any single sourced contract must be justified, documented, and approved by an individual with the necessary delegation of authority to approve such transaction.

Principle 2: Risk based third party due diligence

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

Due diligence must be conducted on all third-party relationships according to a risk-based approach designed on identifying a financial threshold and depending on the engagement type and the scope of services provided by the third party. The compliance due diligence is meant to determine the level of risk associated with the specific third party and that appropriate mitigation measures are identified to eliminate or reduce identified risks.

General Rules

- The following categories of third parties will be subject to risk-based due diligence:
 - i. Joint venture or consortium partners (including unincorporated)
 - ii. Agents or intermediaries
 - iii. Sub-contractors or administrative service providers (e.g., immigration services, consultants)
 - iv. Vendors
 - v. Recipients of any social investment, including charitable donation or Corporate Social Responsibility expenditures
 - vi. Clients
 - vii. Logistics (e.g., third parties involved in movement of goods or materials across borders, including logistics service providers and customs clearance agents)
- The request for due diligence on a third party should be made by the business units or functions to the Compliance function which will conduct the required due diligence in accordance with its due diligence procedure
- The third party should be re-assessed periodically and as required by the Compliance function but in any event immediately if it is determined that the third party has been the subject of any allegations of bribery and corruption or illegality.
- All contracts between Petrofac and third parties must contain defined contractual provisions relating to the prevention of bribery and corruption. These provisions can be found in Appendix 1 of this Standard. These provisions will cover as a minimum the following:
 - i. Explicit agreement by the third party to abide either by the Petrofac Standards for the Prevention of Bribery and Corruption or to observe a standard that is acceptable to Petrofac and comparable to Petrofac's in terms of scope and level of control.

- ii. Acceptance by a potential Joint Venture partner of the obligation to implement an anti-bribery and corruption program that is comparable to Petrofac's and which Petrofac can review. Such program may adopt Petrofac's compliance tools.
 - iii. Reservation of the right by Petrofac to audit the third party in respect to the latter's own bribery and corruption measures, if any exists, or its implementation of Petrofac's standards and possible risk mitigation recommendations, if this has been agreed.
 - iv. Reservation of the right by Petrofac, or any Petrofac joint venture controlled by Petrofac, to suspend all payments to the third party in the event of reasonable grounds for believing that an act of bribery or corruption may have taken place in relation to a Petrofac contract, including at the commencement of any investigation of such activities.
 - v. Reservation of the right to terminate the contract and be reimbursed for damages including any expenditure associated with an investigation if such an investigation into an alleged act of bribery or corruption is substantiated.
- Where the outcome of the internal due diligence process highlights the need for additional investigation based on identified risks, the Compliance Function must determine what further
 - steps are required to be taken, including, but not limited to, the need for independent outsourced investigations and/or reports.
 - The business units and the functions must implement any recommendation by the Compliance function on how to mitigate risks that might have been highlighted because of internal and/or external due diligences. These mitigating actions might include, but are not limited to, inclusion of specific anti-bribery and corruption contractual clauses, periodic compliance audits, face-to-face training and annual compliance certification.

Principle 3: Modest Gift Giving and Receiving

Petrofac recognises the giving and receiving of gifts as part of normal business relations provided these are not intended to unfairly influence or could be perceived as unfairly influencing business decisions or transactions, such as, but not limited to, the award of contracts to or by Petrofac.

General Rules

- Any gift given or received must be of nominal value and must not be intended to influence business decisions, such as the award of business to or by Petrofac.
- Any gift given or received must not be part of a pattern of repeated gift giving or receiving with the same individual or company.
- Gifts must not be in the form of cash or a cash equivalent, such as vouchers that can be exchanged for cash.
- Exchange of gifts must be avoided during a bidding process with another company, from which Petrofac is seeking to be awarded new business, seeking to retain the existing business or to obtain a benefit for Petrofac or to which Petrofac considers awarding business.
- Gifts to government officials should be only of nominal value, such as Petrofac branded or promotional items.
- All gifts given and/or received should be pre-approved in line with the Gifts, Entertainment and Hospitality procedure.

Exceptions Procedure

There may be special occasions or circumstances in which the management of the business may want to approve gifts that do not comply with the rules above namely gifts in the form of cash or a cash equivalent, such as vouchers or gifts that are not of a nominal value or gifts exchanged during a tendering process, or gifts given to government officials.

In such circumstances, any such gifts must be pre-approved by the Chief Compliance Officer as per the Gifts, Entertainment and Hospitality procedure.

Principle 4: Modest Entertainment Giving and Receiving

Petrofac recognises the giving and receiving of entertainment as part of normal business relations provided these events are not intended to unfairly influence or could be perceived as unfairly influencing business decisions, such as, but not limited to, the award of contracts to or by Petrofac.

General Rules

- The entertainment that is given or received must not be intended to influence the award of business to or by Petrofac.
- The entertainment that is given or received must not be part of a pattern of repeated entertainment giving or receiving with the same third party.
- All entertainment given and/or received should take place in a reputable venue appropriate for business entertainment.
- Exchange of entertainment must be avoided during a bidding process with another company, from which Petrofac is seeking to be awarded new business, seeking to retain the existing business or to obtain a benefit for Petrofac or to which Petrofac considers awarding business.
- Entertainment offered to government officials should be modest.
- All Entertainment given and/or received should be pre-approved in line with the Gifts, Entertainment and Hospitality procedure.

Exceptions Procedure

There may be special occasions or circumstances in which the management of the business may want to approve entertainment that does not comply with the rules above namely entertainment that is not modest, or entertainment exchanged during a tendering process or entertainment given to government officials.

In such circumstances, any such entertainment must be pre-approved by the Chief Compliance Officer as per the Gifts, Entertainment and Hospitality procedure.

Principle 5: Business related Offering and Receiving of Hospitality

Petrofac recognises that offering Hospitality i.e., lodging and travel expenses including meals and drinks associated with the giving/receiving of the visit of external parties, including government officials, to its sites are a necessary part of its business as well as the receiving of Hospitality by certain Petrofac employees from third parties' such as vendors, suppliers, subcontractors, consultants' sites in the course of doing their job. However, the offering or receiving of such Hospitality must be carefully arranged, controlled, and accurately recorded to avoid any perception of undue influence.

General Rules

- All Hospitality need to be pre-approved in line with the Gifts, Entertainment and Hospitality procedure.
- All Hospitality must be supported by a valid Petrofac business need and for the duration deemed necessary to fulfil the identified business need, to the location deemed most appropriate for the business being discussed and should have a clear, pre-agreed list of participants and itinerary in place before they commence.
- In offering or receiving Hospitality, all employees shall follow the guidance set in the Gifts, Entertainment and Hospitality Procedure.

Exception Procedure

Any exception to the above or to the Gifts, Entertainment and Hospitality procedure shall be pre-approved by the Group Chief Compliance Officer.

Principle 6: Prohibition of Facilitation Payments

Facilitation payments are illegal in most countries where Petrofac operates and should not be offered or paid, either directly or indirectly through a third party, as they represent a form of bribery and corruption which is inconsistent with the way Petrofac must conduct business. The making of facilitation payments is prohibited under Petrofac's Code of Conduct.

Examples of facilitation payments could include but are not limited to:

- Unofficial payments made to speed up the obtaining of permits, licenses, or other official documents to qualify Petrofac to do business in a foreign country - even though the correct procedures were followed, and all documents submitted were in order.
- Unofficial payments for the loading and unloading of cargo when these services are provided by the local government.
- Payments to expedite the processing of customs clearance either directly or indirectly through freight forwarding agents.
- Unofficial payments made to speed up the obtaining of governmental papers or approvals, such as visas and work orders – even though the necessary and correct documentation had been submitted.
- Unofficial payments for the rendering of routine services which are usually provided by government departments and agencies, such as mail pick-up and delivery, telephone, water and gas services or the scheduling of inspections associated with contract performance or inspections related to transit of goods across country.

General Rules

- Petrofac prohibits facilitation payments and is committed to combating the facilitation payment culture wherever it is encountered.
- If a facilitation payment is made under the exceptional circumstances mentioned below, the transaction should be accurately recorded in the company's accounting books and records.

Exception Procedure

Facilitation payments may only be made in exceptional circumstances where personal safety is threatened. In such cases, a detailed report of the incident (how, where and when the incident happened and how much was paid to the threatening party) must be provided to the individual's line manager and finance business partner, as well as to the Group Chief Compliance Officer.

Principle 7: Prohibition of Political Contributions

Political contributions can take the form of, but are not limited to, money, rendering services or making facilities and resources available to third parties. Political contributions are made voluntarily to a politician, a political campaign, a political party, a political committee, or other form of political organisation which is directly affiliated to a political party.

General Rules

- Petrofac prohibits all employees, representatives, and affiliates from making directly or indirectly, via industry associations or charities, political contributions of any kind in the name of Petrofac or using Petrofac funds and/or resources for this purpose.
- All employees, representatives and affiliates are free to make political contributions in their private capacities, using private funds and in their personal time provided there is no intention to gain a commercial advantage for Petrofac in the process.

Exception procedure

The decision to make a political contribution on behalf of the company can only be made by the Petrofac Limited Board of Directors, following review by the Group Chief Compliance Officer. It must also be publicly disclosed.

Principle 8: Bona Fide Social Investments and Charitable Donations

Petrofac is committed to supporting the host communities and societies where it operates whilst ensuring that its social investments do not amount to, or are not perceived to be, bribery or corruption. Petrofac defines social investment as financial or in-kind contributions made by its businesses in the countries where it operates in support of a societal need and enhancement of Petrofac's reputation. Social investment and charitable donations cover strategic corporate giving initiatives and community development projects.

General Rules

- The recipients and beneficiaries of social investments are typically not-for-profit organisations that either receive funding from Petrofac as a charitable donation or as part of a community and/or sustainable

development initiative, or who partner with Petrofac to deliver a clearly defined community and/or sustainable development initiative. Such organisations may be charities, government or educational institutions, donor organisations, or non-governmental organisations.

- Any social investment initiative must comply with the following rules:
 - i. The initiative must abide by the then applicable social performance standard, and any relevant supplementary guidance.
 - ii. It must not financially benefit directly or indirectly any public official or private individual who is a decision maker in relation to the awarding of business to any member of the Petrofac Group
 - iii. It must not financially benefit third parties who are directly or indirectly associated with a decision maker involved in the awarding of business to any member of the Petrofac Group
 - iv. It must not financially benefit organisations or individuals directly or indirectly associated with a third party with the power to influence the awarding of business to any member of the Petrofac Group
 - v. It must not benefit directly or indirectly an individual who is a candidate for election or re-election to a political office
 - vi. Due diligence must be conducted on all social investment recipients to identify any possible bribery and corruption risk that they may pose to Petrofac
 - vii. Where the initiative involves the procurement of goods and services, standard Petrofac procurement procedures should apply (for example, tendering and conducting due diligence)

Exceptions Procedure

Any deviation to the above must have the prior written approval of the Chief Compliance Officer and the Head of Social Performance.

Principle 9: Maintaining Records and Monitoring Implementation

Maintenance of proper records of transactions is an essential component of a compliance programme. Without this, it will not be possible to demonstrate that Petrofac's processes and procedures are adequate and are being followed. Petrofac will maintain accurate records and documentation to demonstrate the effectiveness of its compliance programme and monitor the implementation of this Standard.

General Rules

- All financial transactions must be accurately recorded and maintained in the Company's books and records.
- Records of all due diligence conducted on third parties must be maintained by the business and the Compliance function.
- All gifts, entertainment and hospitality given or received must be registered on the Gifts, Entertainment and Hospitality online platform. This platform shall be maintained by Group Compliance.
- Records of the annual compliance attestation must be maintained by Group Compliance.
- Records of any compliance-related risk assessment of Petrofac's business must be maintained by Group Compliance and the relevant business.
- Records of any third-party compliance audit, including, but not limited to, agents and administration service providers, must be maintained by Group Compliance.

5.0 CONSEQUENCES FOR NON-COMPLIANCE

Failure to comply with the requirements of this Standard may result in disciplinary action up to termination of employment with Petrofac.

Concerns over actual or potential breach of the CoC, Petrofac's ABC Policy or this Standard shall be reported without delay via [Speak Up](#).

Petrofac will also terminate any relationship in response to the acts which may be construed as a breach, or suspected breach of its ABC Policy or this Standard.

6.0 REFERENCES

There are many sources of additional information that are helpful to understand and prevent bribery and corruption in our business practices. Of relevance are the following:

- The guidance and principles of the Partnering Against Corruption Initiative (PACI) of the World Economic Forum - Petrofac is a signatory organisation to this initiative
<https://www.weforum.org/communities/partnering-against-corruption-initiative>
- UK Bribery Law
<https://www.justice.gov.uk/downloads/legislation/bribery-act-2010-quick-start-guide.pdf>
- The UN Convention Against Corruption
<http://www.unodc.org/unodc/en/treaties/CAC/index.html>
- United Nations Global Compact of business principles - Petrofac is a signatory to these principles
<http://www.unglobalcompact.org>
- The publication of the not-for-profit organization - Transparency International
<http://www.transparency.org>
- The work of the Global Infrastructure Anti-Corruption Centre
<http://www.giacentre.org/index.php>

7.0 FURTHER GUIDANCE

Queries over any aspect of this Standard or its application to specific business situations, and doubts whether a particular activity or transaction may involve or may be perceived as bribery or corruption, should be addressed to the Group Compliance via compliance@petrofac.com or in person.

8.0 APPENDICES

Appendix 1 - Template compliance clauses

[Note: The following standard compliance clauses (but not the instructions in this note) are to be included in Petrofac's contracts with agents and consultants, as well as in its contracts with contractors, sub-contractors, suppliers (including vendors) and joint venture and MoU partners. These compliance clauses should also be included as a requirement of shareholder agreements and new company articles or charters of newcos when establishing legal entities in which Petrofac is a shareholder. Defined terms in square brackets will need to be amended to suit the definitions in the contract being drafted or reviewed (e.g., joint venture /consortium /client contract). For client contracts, the client may not tolerate the suggestion that only the client must comply with these compliance clauses and may instead require the obligations to be mutual. In that case, further drafting changes will be required to change the obligation from the [Contractor] to the parties, with a definition required to identify who the parties are].

1.0 Anti-Corruption Undertakings

- 1.1. Petrofac has a zero-tolerance policy towards bribery and corruption which extends to all Persons, companies and individuals who provide goods or services to the Petrofac Group. [Contractor] represents and warrants that, in connection with this [Contract], the [Contractor] and each member of the [Contractor Group] has complied and will comply with all anti-bribery and corruption, anti-money laundering laws, rules, and regulations (including the Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) applicable to [Contractor] and the Petrofac Group.
- 1.2. [Contractor] agrees that at all times in relation to the performance of its services, its supply of any goods and its other obligations under the [Contract] and at law it shall, and it shall procure that each member of the [Contractor Group] shall observe and abide by Petrofac's Code of Conduct (the "**Code**") and this Petrofac Standard for the Prevention of Bribery and Corruption (the "**Standard**"). [Contractor] hereby confirms that it has received a copy of the Code and the Standard and has understood and has drawn the

attention of each member of [Contractor Group]. As and whenever requested by Petrofac (but at least on an annual basis), the [Contractor] shall confirm its compliance with this provision in writing in a form by completing and submitting an annual declaration in the agreed form and shall notify Petrofac immediately upon becoming aware of any breach of the Code or the Standard either by the [Contractor] or any member of the [Contractor Group] or any other Person representing it or acting on its behalf.

- 1.3. [Contractor] hereby represents and warrants that under no circumstances has either [Contractor] or any member of the [Contractor Group] paid out monies, or will pay out monies, or furnish other consideration of any kind (monetary or not) to any third party to influence the award or renewal of any contract to or by Petrofac Group or provide an undue benefit to Petrofac Group on an ongoing contract. A breach by any member of the [Contractor Group] of this Clause 1.3 shall entitle the relevant Petrofac entity to suspend any payment due to [Contractor] pending the determination of any investigation and if the allegations are proven to be true (either wholly or partly), Petrofac may in its sole discretion terminate this [Contract] with immediate effect.

[Contractor] shall reimburse Petrofac, upon the receipt of invoices, for any amount of money Petrofac spends in investigating [Contractor]'s violation of this Clause 1.3.

- 1.4. Petrofac expressly prohibits payment of bribes or any facilitation payments for the sole or predominant purpose of expediting an action in connection with its business operations by any party engaged to provide goods or services to Petrofac. Facilitation payments are defined as infrequent payments made to a public official which are above and beyond the legally established fee(s) for the particular service of that public official and/or his or her office, and which payments are intended to facilitate, prompt, encourage or motivate such public official to perform routine, non-discretionary governmental actions that: (i) the public official ordinarily performs and is required to perform without such payment; and (ii) the party requesting the service is entitled to under the laws of the relevant country. [Contractor] on its behalf and on behalf of the [Contractor Group] represents and warrants that it and each member of the [Contractor Group] and/or anyone performing duties for [Contractor] under this [Contract] have complied and shall comply with all anti-corruption laws applicable to them referred to in Clause 1.1 above and that it will comply with the principles of the Code and the Standard in connection with this [Contract]. Petrofac shall have the right to terminate this [Contract] with immediate effect and/or suspend any payment hereunder if Petrofac reasonably believes that any of the representations or requirements set forth in this Clause 1.4 have not been complied with or fulfilled by [Contractor], any member of the [Contractor Group] and/or anyone performing duties for [Contractor] under this [Contract].

- 1.5. [Contractor] on its behalf and on behalf of the [Contractor Group] covenants, agrees, and undertakes as follows:

1.5.1 that neither the [Contractor] nor any member of the [Contractor Group] in the course of performing its services and its other obligations under this [Contract]:

- i. has directly or indirectly made, offered, promised, authorised or agreed to pay or will make, offer, promise or authorise any improper or illegal payment, gift or other advantage, be it monetary or otherwise, or shall offer anything of value to any third party, or any person in a private or public function, including any person holding a legislative, administrative, or judicial office, including any person employed by or acting on behalf of a public agency, a government-controlled enterprise, or a public international organisation or any political party or political party official or candidate for office for purposes of influencing official actions or decisions or securing any improper advantage in order to influence or induce the award of any contract to

Petrofac or [Contractor] or where it would otherwise be improper for such advantage to be accepted;

- ii. has directly or indirectly made, offered, promised, authorised or agreed to pay or will make, offer, promise or authorise any improper or illegal payment, gift or other advantage, be it monetary or otherwise, to any Petrofac employee or third-party representing Petrofac in order to influence the award of any contract by Petrofac;
- iii. has violated or shall in any other way violate the laws, rules or regulations of any country having jurisdiction over the subject matter of this [Contract] or over the Services, including the country in which the Services is to be rendered or payments to [Contractor] are to be made;

1.5.2 that while performing the services and its obligations under this [Contract], [Contractor] has not and will not become a Government Official (such prohibition extending to any member of the immediate family of any member of the [Contractor Group]) during the term of this [Contract]. For the purposes of this Clause, "Government Official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty per cent (30%), and/or of any public international organisation; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organisation, including any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing; or

1.5.3 that in the course of performing services or its obligations under this [Contract], the [Contractor] has not purchased or sold and nor shall it purchase or sell (or agreed to purchase or sell) goods or services from any individual or entity, the payment for which will go, directly or indirectly, to a Government Official or any relative or designee of any such individual without previously disclosing and obtaining Petrofac's written approval for such purchase or sale.

Immediately upon becoming aware of any breach or potential breach of this Clause 1.5, Contractor shall notify Petrofac in writing of all the facts giving rise to such breach or potential breach. Any breach by [Contractor] or any member of [Contractor Group] of this Clause 1.5 shall entitle Petrofac to terminate this [Contract] with immediate effect. If Petrofac is investigated by any authority because of any allegation of improper practices involving the [Contractor] or any member of the [Contractor Group] or this [Contract], [Contractor] shall co-operate fully with such investigation even after termination of this [Contract], howsoever arising. [Contractor] shall reimburse Petrofac, upon presentation of receipts, all expenses incurred by Petrofac in an investigation that leads to [Contractor] being found to have violated this Clause 1.5 and being involved in improper practices.

1.6 Payments by Petrofac to [Contractor] shall only be made by wire transfer to the bank account of [Contractor] as set out in the Agreement. No change to the [Contractor]'s nominated bank account will be accepted unless agreed by Petrofac and duly recorded in an amendment to the [Contract]. The bank account details set out in the [Contract] shall be deemed to constitute a representation and warranty that the bank account so notified is in the sole name of [Contractor] that no Person other than [Contractor] has any rights in or over or interest in such account.

1.7 [Contractor] further agree and undertakes that with respect to (i) the [Contractor] and the [Contractor Group] or any other Person representing it or acting on its behalf in connection with this [Contract] and (ii) any other business transactions [Contractor] or its [Affiliates] may have involving Petrofac and [Client Group], that:

- 1.7.1 it shall conduct appropriate anti-corruption and other due diligence prior to appointing or engaging such third-party providers to ensure that they are duly qualified to perform the tasks for which they have been engaged, that they are of good reputation, and that they would present no corruption-related or other compliance risk or liability to Petrofac Group;
 - 1.7.2 it shall cause all such third-party providers to agree, in writing, to compliance with laws and anti-corruption obligations sufficient to satisfy a best practices compliance programme, and where consistent with such programme, materially equivalent as those set forth in this Clause; and
 - 1.7.3 it shall, where consistent with a best practices compliance programme, regularly audit and/or monitor such third-party providers to confirm their compliance with their anti-corruption obligations.
- 1.8 [Contractor] acknowledges that some or all of the confidential information of Petrofac and its [Affiliates] that it either receives from Petrofac or obtains during the course of its appointment under this [Contract] may, in whole or in part, constitute inside information for the purposes of Part V of the Criminal Justice Act 1993 and/or Part VIII of the Financial Services and Markets Act 2000 of the United Kingdom and [Contractor] agrees that it shall not (and agrees to procure that each of its directors, officers, employees, advisers and agents shall not) (i) deal in the shares or securities of Petrofac Limited during the term of this [Contract], or (ii) at any time after the term of this [Contract] deal or encourage another Person to deal in Petrofac Limited's shares or securities or engage in behaviour amounting to market abuse in relation to such shares or securities while in possession of inside information. [Contractor] must consult Petrofac if it is in any doubt about its obligations under this Clause 1.8.
- 1.9 In the event that [Contractor] is informed by Petrofac that it may be in possession of inside information, [Contractor] shall compile, maintain up to date and make available to Petrofac at its request, a list (the "Insider List") comprising the name, job title, division and date of entry to such list, of each of [Contractor]'s actual owners in interest, beneficial owners, employees, officers, directors, advisers and agents who have, or could be expected to have access to such information. [Contractor] further agrees to immediately notify in writing (and request acknowledgement of the same in writing from each recipient), those persons who comprise such Insider List and make them aware of the obligations which possession of such information places on them and the sanctions associated with a breach of those obligations. An Insider List must be retained for a period of five (5) years.
- 1.10 [Contractor] shall keep accurate, complete and full records of any accounting records related to the [Services] and any fees paid to the [Contractor] hereunder and Petrofac reserves the right to audit [Contractor] and gain access to its books, files and records relating to the Services provided to Petrofac under this [Contract] upon reasonable notice and [Contractor] shall, and shall procure that each member of the [Contractor Group] shall, provide information and answer any reasonable questions that Petrofac, or its duly authorised representative may have relating to [Contractor], its directors, representatives and employees or any third party under its supervision regarding performance of this [Contract] in order to assess compliance with the terms of this [Contract]. [Contractor] shall co-operate fully and shall cause each member of the [Contractor Group] and any third parties under its supervision to cooperate fully with such audit even after termination of this [Contract], howsoever arising.
- 1.11 [Contractor] shall immediately upon Petrofac's written request and at [Contractor]'s cost, provide any and all information which Petrofac may request in connection with [Contractor]'s business and financial affairs for the purpose of determining [Contractor]'s compliance with the terms of this [Contract]. If the [Contractor] fails to comply with Petrofac's request in accordance with the deadline for doing so specified in the request, Petrofac shall be entitled to terminate this [Contract] by giving seven (7) days' written notice to the [Contractor].

- 1.12 [Contractor] warrants and confirms that this [Contract] and payments made to it pursuant to the same do not and will not conflict with or result in the breach of any law or regulation of any country or countries in general including but not limited and with particular reference to taxation and exchange control laws and regulations, international treaties, sanctions, embargoes, export controls and anti-trust legislation and that no consent of, or notice to, any government, or agency thereof, is required, except as [Contractor] may otherwise advise Petrofac in writing as soon as [Contractor] becomes aware of the same.
- 1.13 [Contractor] represents that in performing its services and its obligations under the [Contract], neither [Contractor] nor any member of the [Contractor Group] shall do or cause to be done by virtue of any act or omission anything to violate any applicable law, ordinance, regulation, or decree and [Contractor] represents that it is qualified and entitled to perform the services and its other obligations under the [Contract].
- 1.14 Without prejudice to any other rights under the [Contract] or at law, Petrofac may terminate the [Contract] at any time by giving written notice to the [Contractor] if the [Contractor] breaches this Clause 1.0 and if such breach, if capable of remedy, has not been remedied within seven (7) days of the [Contractor] being given notice of such breach by Petrofac.

2.0 Anti-Money Laundering

- 2.1 The [Contractor] agrees that at all times it shall, and it shall procure that each member of the [Contractor Group] shall observe and abide by:
- 2.1.1 all applicable laws, statutes, regulations and codes relating to anti-money laundering, anti-terrorism and proceeds of crime including, but not limited to, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Anti-Terrorism, Crime and Security Act 2001, the Asset Freezing Regulations 2011 and the Sanctions and Money Laundering Act 2018, of the United Kingdom (the 'Anti-Money Laundering Requirements');
 - 2.1.2 not engage in any activity, practice, or conduct which would constitute an offence under the Anti-Money Laundering Requirements if such activity, practice, or conduct had been carried out in the United Kingdom; and
 - 2.1.3 have and shall maintain in place throughout the term of this [Contract] its own policies and procedures, including adequate procedures to comply with this clause [insert clause reference] to ensure compliance with the Anti-Money Laundering Requirements, and will enforce them where appropriate.
- 2.2 The [Contractor] shall, whenever requested by Petrofac, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the Anti-Money Laundering Requirements.
- 2.3 The [Contractor] warrants that any payments made by Petrofac pursuant to the [Contract] will not cause Petrofac to be in non-compliance with any applicable anti-money laundering, funding of terrorism and/or economic sanction legislation, regulation or guidelines and the Anti-Money Laundering Requirements, in default of which Petrofac shall be entitled to serve a notice pursuant to clause [insert termination for default clause reference] (as if such default was a ground of termination stated within such clause) with immediate effect and entirely without prejudice to all other rights and remedies of Petrofac hereunder or otherwise at law.
- 2.4 The [Contractor] must notify Petrofac as soon as reasonably practicable (and in any event within fourteen (14) days) upon becoming aware of any fact that causes or constitutes a material breach of any of its

representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable anti-money laundering.

- 2.5 Without prejudice to any other rights under this [Contract], Petrofac shall have the right to terminate this [Contract] with immediate effect and without incurring any liability in the event of any of the following: a breach or suspected breach of any aspect of this Clause 2.0 (Anti Money-laundering) by any member of the [Contractor Group]; any member of the [Contractor Group] being suspected of, accused of and/or investigated by a relevant authority or regulator for any breach of the Anti-Money Laundering Requirements; any member of the [Contractor Group] being convicted by a relevant authority or regulator for any breach of the Anti-Money Laundering Requirements.

3.0 Anti-slavery and Human Trafficking

- 3.1 In performing its obligations under the [Contract] or at law generally, the [Contractor] shall, and shall ensure each member of the [Contractor Group] shall:

- 3.1.1 Comply with all applicable Anti-Slavery Laws; and
- 3.1.2 Not engage in any activity, practice, or conduct that would constitute an offence under Sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice, or conduct were carried out in the UK.

- 3.2 [Contractor] warrants and represents that it has carefully reviewed the Petrofac Labour Rights Standard available at <https://petronet.petrofac.com/Labour+Rights+Standard.pdf/> and that [Contractor]'s performance of the [Contract] will be consistent with such. [Contractor] shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- a. not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- b. providing workers with written terms and conditions under which they will work in a language understandable to the workers;
- c. not requiring workers to pay chargers or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service;
- d. not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (either directly or indirectly);
- e. providing equal opportunities, avoiding discrimination, and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- f. mitigating or avoiding adverse human rights impacts to communities arising from [Contractor]'s activities to the extent practicable.

- 3.3 Without prejudice to any other rights under the [Contract] or at law, Petrofac may terminate the [Contract] at any time by giving written notice to the [Contractor] if the [Contractor] breaches this Clause 3.0 and if such breach, if capable of remedy, has not been remedied within seven (7) days of the [Contractor] being given notice of such breach by Petrofac.

For the purpose of this clause "Anti-Slavery Laws" means all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations, and codes from time to time in force including the UK Modern Slavery Act 2015.

4.0 Compliance with Trade Control Laws

- 4.1 The [Contractor] acknowledges that it is familiar with and will comply with all applicable Trade Control Laws in the performance of its obligations under the [Contract].
- 4.2 Notwithstanding any other provision of the [Contract] to the contrary, the [Contractor] agrees that no materials, goods, commodities, machinery, apparatus, supplies, property, software, or technology of foreign origin or with foreign-origin content will be sold, exported, re-exported, or transferred other than in full compliance with all applicable Trade Control Laws. Petrofac may periodically request, and the [Contractor] shall provide, written certification that the [Contractor] has complied with all applicable Trade Control Laws together with documentary evidence of the same. Where performance of the [Contract] involves US-origin or US-content goods and/or technologies the [Contractor] acknowledges and warrants that it shall comply in all respects with applicable US laws, regulations, and administrative requirements, including, but not limited to, the International Traffic in Arms Regulations (ITAR); Export Administration Regulations (EAR); and the regulations and orders issued and/or administered by the US Department of the Treasury, Office of Foreign Asset Control (OFAC) in relation to export control, and trade sanctions matters.
- 4.3 In addition, the [Contractor] shall not directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign or otherwise dispose of any equipment, product, supplies, services, software, source code, technical data or technology provided pursuant to the [Contract] to or via any Person, entity or destination, or for any activity or end-use restricted by the laws or regulations of the United States or any other applicable jurisdiction without first obtaining all required authorizations and Petrofac's written approval. Specifically, the [Contractor] shall:
- 4.3.1 not engage any Specially Designated National ("SDN") as determined by OFC to perform the Services or any part thereof under the [Contract];
 - 4.3.2 not engage any Person or entity to perform the [services] or any part thereof under the [Contract] when such Person or entity is identified as a denied party pursuant to any embargo, sanction, debarment or denied party designation maintained by the US government or any non-US government or EU and the reasons for such embargo, sanction, debarment or denied party designation apply to the [Services] or the delivery of the [Goods] under the [Contract].
- 4.4 The [Contractor] shall be fully responsible for any and all clearance operations inside or outside the country of the manufacture of the [Goods] in relation to the [Contract] and shall prepare and issue all documents required for importation, temporary importation, exportation and/or re-exportation and shall submit such documents in due time to the relevant authorities. Where requested by Petrofac, the [Contractor] shall share copies of such documents or information relating to the clearance operations.
- 4.5 The [Contractor] shall be responsible for providing an accurate product list / list of the [Goods] (item code, item description), customs classification or tariff number (where applicable, the Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List ("USML") category that are controlled by the ITAR or (b) the Export Control Classification Number ("ECCN") controlled by the EAR and (iii) any analogous classification under any other [Applicable Law], country of origin, value, weight, technical specifications, all relevant licenses for all applicable jurisdictions involved in the transaction, and data including but not limited to, all applicable export control, all applicable destination country restrictions, irrespective of the country to which the [Goods] are being delivered.
- 4.6 The [Contractor] shall indemnify, defend, and hold harmless the Petrofac Group and the [Client] from the consequences of any error or omission in relation to any documentation or information provided by the [Contractor] pursuant to this Clause 4.0.

- 4.7 The [Contractor] warrants, represents and undertakes on a continuing basis that (i) no member of the [Contractor Group] is or will be an individual(s) or entity/(ies) designated pursuant to any national, international or supranational law or regulation imposing trade and economic sanctions, prohibitions or restrictions or export controls; and (ii) entry into performance of the [Contract] is not and will not be a transaction which is prohibited or restricted by, and/or will expose Petrofac to sanctions, prohibitions or restrictions under any national or international law or regulation imposing trade or economic sanctions, prohibitions or restrictions or export controls; and/or involves or facilitates processing, storage, loading, offloading or transport of hydrocarbons or other cargo to or from, or destined to or originating from, any country prohibited or restricted by any national or international law or regulation imposing trade or economic sanctions, prohibitions or restrictions or export controls.
- 4.8 The [Contractor] shall maintain all documentation in connection with the [Contract] required under all relevant Trade Control Laws and shall provide the same to Petrofac promptly upon Petrofac's request. This record keeping obligation of the [Contractor] shall continue for five (5) years from the expiry or termination of the [Contract]. The Contractor shall defend, indemnify, and hold Petrofac harmless from and against any and all fines, penalties and all associated expenses arising out of or resulting from the violation by the [Contractor] of any of its obligations in this Clause 4.0.
- 4.9 Notwithstanding any other provision of the [Contract] (including any provision which would otherwise exclude or limit [Contractor]'s liability under the [Contract]), the [Contractor] shall indemnify, defend and hold harmless Petrofac Group and [Client Group] from and against any and all liabilities, damages, losses, interest, penalties and legal and all professional costs and expenses (calculated on a full indemnity basis) suffered or incurred by, or awarded against, the Petrofac Group arising out of or in connection with any breach by the [Contractor] of or in relation to this Clause 4.0.
- 4.10 Notwithstanding the validity period of the [Contract], Petrofac (either itself or through any independent third party) may conduct, at its own cost and expense, and [Contractor] shall cooperate to the extent that is necessary with, independent due diligence on the [Contractor] to ascertain that the [Contractor] has not engaged in any activity in violation of applicable trade sanctions and export/import control laws, rules, and regulations.
- 4.11 Petrofac shall have the right to terminate the [Contract] with immediate effect and/or suspend any payment hereunder if Petrofac reasonably believes that any of the requirements in this Clause 4.0 have not been complied with or fulfilled by the [Contractor] and/or anyone performing duties for the [Contractor] under the [Contract].

For the purposes of this Clause 4.0, "Trade Control Laws" means all applicable laws concerning the import, export or re-export of goods, software or technology, or the direct product thereof, including applicable custom regulations, any sanction regulations issued by the Council of the European Union, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and the regulations and orders issued and/or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") or any other Governmental Authority, in relation to export control and trade sanction matters, all as amended from time to time.

Definitions and interpretation

In this Standard for the Prevention of Bribery and Corruption the following words and phrases shall have the following meanings:

“Affiliate” means shall mean at any time, and with respect to any Person, any other Person that at such time, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under the common control, with such Person. As used in this definition, “Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract or otherwise.

“Client Group” means any client or customer, co-venturers, joint venturers and other partners and its or their Affiliates in respect of any of which Petrofac Group is providing goods and or services or otherwise conducting its business.

“Contractor Group” means the [Contractor], its subcontractors, its, and their Affiliates, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of Petrofac Group.

“Person” means any individual or individuals, partnership, corporation, limited liability company, limited liability partnership, joint venture, association, trust, estate, unincorporated organisation, or a subdivision thereof or any other entity having legal capacity.

“Petrofac Group” means the Petrofac legal entity identified in the [Contract] and its and Affiliates and its and their respective directors, officers, and employees (including agency personnel) but shall not include any member of the Contractor Group.

The above definitions apply to this Standard for the Prevention of Bribery and Corruption and are without prejudice to similar definitions that are contained in or referred to in the [Contract].

Any reference in this Standard for the Prevention of Bribery and Corruption to the performance of “services” by the [Contractor] shall be deemed to include (but not be limited to) the supply of any goods under any contract and the performance by the Contractor of any obligations arising out of or in connection with the [Contract] or under applicable law generally.”