

Customer Value through Innovation



# ANTI-CORRUPTION POLICY



Valid from April 1, 2016

For NORMA Group SE and its direct and indirect subsidiaries

NORMA – a NORMA Group brand

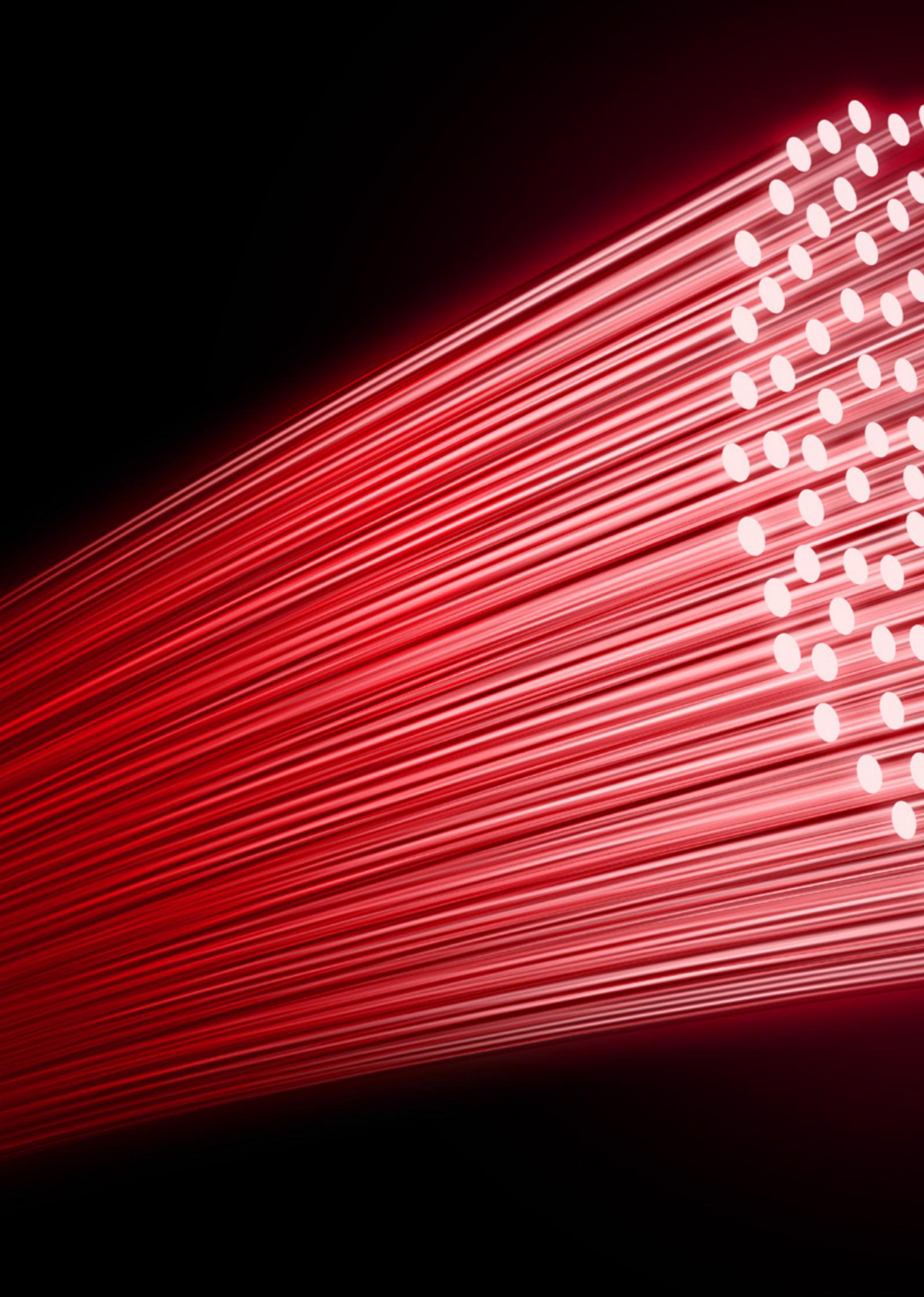
[www.normagroup.com](http://www.normagroup.com)

4-4Z-99-120910-SE



# TABLE OF CONTENTS

<b>1. INTRODUCTION</b>	<b>5</b>
<b>2. OVERVIEW</b>	<b>6</b>
<b>3. GIVING AND RECEIVING OF ADVANTAGES</b>	<b>6</b>
3.1 REQUIREMENTS IN BRIEF	6
3.2 PROHIBITED ADVANTAGES (“RED LIGHT”)	7
3.3 ADVANTAGES REQUIRING PRE-APPROVAL (“YELLOW LIGHT”)	8
3.4 ADVANTAGES NOT REQUIRING PRE-APPROVAL (“GREEN LIGHT”)	8
<b>4. DUTY TO RETAIN DOCUMENTS AND DOCUMENT RETENTION</b>	<b>9</b>
<b>5. DONATIONS AND SPONSORING</b>	<b>9</b>
<b>6. THIRD PARTY REPRESENTATIVES</b>	<b>10</b>
6.1 INTEGRITY REVIEW PROCESS	11
6.2 MONITORING THIRD PARTIES	11
6.3 AGREEMENTS AND STANDARD ANTI-CORRUPTION CLAUSES	12
<b>7. JOINT VENTURES, MERGERS AND ACQUISITIONS, AND OTHER BUSINESS COMBINATIONS</b>	<b>13</b>
7.1 PRE-TRANSACTION ANTI-CORRUPTION LAW DUE DILIGENCE	13
7.2 POST-TRANSACTION COMPLIANCE REQUIREMENTS	13
<b>8. TRANSACTIONS WITH NONSTANDARD TERMS</b>	<b>14</b>
<b>9. HIRING PUBLIC OFFICIALS</b>	<b>14</b>
<b>10. CASES OF DOUBT</b>	<b>15</b>
<b>11. REPORTING</b>	<b>15</b>
<b>12. DEFINITIONS</b>	<b>16</b>
<b>Appendix: Document Retention Forms</b>	<b>17</b>
A. Documentation and Approval Form for Advantages	17
B. Donations and Sponsoring Approval Form	18
C. Due Diligence Checklist for Third Party Representatives	19
D. Third Party Certification	20



# 1. INTRODUCTION

NORMA Group SE and its direct and indirect subsidiaries (“NORMA Group”) take their anti-corruption obligations under applicable laws extremely seriously. Corruption promotes poverty, hunger, disease, and crime, and by preventing societies and individuals from reaching their full potential, stunts economic and social development. It also distorts the rule of law and the fair marketplace practices on which NORMA Group and other good “corporate citizens” depend.

NORMA Group has approved this Anti-Corruption Policy as a sub-policy of NORMA Group’s Code of Conduct. NORMA Group recognizes that the occasional exchange of business courtesies, such as modest Gifts or Invitations, is a common practice meant to create goodwill and establish trust in relationships. Consistent with its “zero tolerance” policy for corruption, NORMA Group requires, however, that you strictly comply with applicable anti-corruption laws and this Anti-Corruption Policy, in both letter and in spirit. Under this Policy, you may not directly or indirectly offer, promise, authorize or provide an improper Advantage to anyone working for an existing or potential business partner of NORMA Group or a Public Official in connection with NORMA Group’s business. Similarly, you may not request, agree

to receive or accept an improper Advantage under similar circumstances. Especially, any business relationship with a Public Official is a particularly sensitive area, which requires that you comply 100% with all applicable laws and regulations. If you are offered or given a gift of a nature that would contravene this Anti-Corruption Policy, politely decline or return the gift.

Any employee found to have engaged in conduct that is prohibited by applicable anti-corruption laws or this Anti-Corruption Policy will face strict discipline, including potentially termination of employment or contract or referral to appropriate law enforcement authorities. Because the prohibitions by the applicable anti-corruption laws and this Anti-Corruption Policy are absolute, no harm will come to you by NORMA Group if you report such conduct or if you refuse to engage in illicit conduct, even if such refusal results in loss of business to NORMA Group. On the contrary, NORMA Group’s Code of Conduct requires you to promptly report conduct that you believe, in good faith, violates applicable anti-corruption laws or this Anti-Corruption Policy. If you have any questions as to whether a certain conduct is proper, please consult this Anti-Corruption Policy as well as a Compliance Officer.

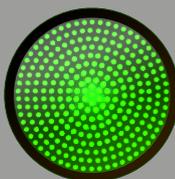
## 2. OVERVIEW

This Anti-Corruption Policy applies globally to all employees of NORMA Group. It provides binding requirements with respect to Advantages provided to or by Third Parties (i.e. individuals not employed by NORMA Group) and other areas of our business, which may be affected by corrupt activities.

In case local laws, regulations or customs are stricter than this Anti-Corruption Policy, such local laws, regulations and customs prevail. If you have doubts as to whether local laws, regulations and customs are stricter, please consult your Compliance Officer. Circumvention and the attempt to circumvent the provisions of this Anti-Corruption Policy are prohibited.

## 3. GIVING AND RECEIVING ADVANTAGES

### 3.1 REQUIREMENTS IN BRIEF

<p><b>Prohibited Advantages</b></p> 	<ul style="list-style-type: none"> <li>• Violation of laws and other provisions</li> <li>• Consideration or reward (“quid pro quo”)</li> <li>• Potentially limiting or influencing objectivity</li> <li>• Advantages in cash or cash equivalents (e.g. voucher)</li> <li>• Facilitation payments</li> <li>• Not transparent</li> <li>• Nature, value, purpose, circumstances are inadequate</li> </ul>
<p><b>Advantages requiring pre-approval</b></p> 	<ul style="list-style-type: none"> <li>• Vis-à-vis or (directly or indirectly) related to public officials</li> <li>• Value of the Invitation exceeds EUR 75</li> <li>• Value of the Gift exceeds EUR 35</li> <li>• Overall value of Advantages exceeds EUR 200 per year</li> <li>• Connection with tender proceedings</li> </ul>
<p><b>Advantages not requiring approval</b></p> 	<ul style="list-style-type: none"> <li>• Advantage is not prohibited (cf. “red” above)</li> <li>• Advantage does not require pre-approval (cf. “yellow” above)</li> </ul>
<p><b>Duty to retain documents</b></p>	<ul style="list-style-type: none"> <li>• Proper supporting documentation and accurate recording is in all cases required (please also refer to section 4)</li> </ul>

## 3.2 PROHIBITED ADVANTAGES (“RED LIGHT”)

Corruption generally involves (at least) three persons: The giver, the receiver and the receiver’s employer. Often, the giver or the giver’s employer and the receiver’s employer are in an existing or potential future business relationship. If the receiver is a Public Official, the giver or the giver’s employer usually have some kind of interaction with the public body or institution. By giving an undue Advantage to the receiver, the giver usually aims at influencing a business or other decision within the receiver’s employer which favors the giver or the giver’s employer.

However, such conduct is prohibited generally worldwide. Thus, corrupt conduct is prohibited for all employees. Even the appearance of corruption must be avoided at any time. The following rules are designed to avoid corruption and the appearance of corruption:

1. It is prohibited to, directly or indirectly through Third Parties, request, agree to receive or accept any improper Advantage personally or for any other person or entity (in the following summarized by “accepting”).
2. It is similarly prohibited to, directly or indirectly through Third Parties, offer, promise, give or authorize any improper Advantage (in the following summarized by “giving”) to anyone working for an existing or potential business partner of NORMA Group or a Public Official.

The following “seven means of conduct” may be qualified as corrupt conduct and are therefore strictly prohibited for all employees worldwide:

1. Giving or accepting any Advantage that is prohibited by national or international laws or other provisions.
2. Giving or accepting an Advantage if you expect to receive something in return (“quid pro quo”).
3. Giving or accepting an Advantage if accepting the Advantage may limit or influence the receiver’s or your objectivity or decision-making process, or influence the decision-making process of the receiver’s employer (including a government agency or ministry).
4. Giving or accepting a monetary benefit in connection with NORMA Group’s business, including cash, bank transfers, interest-free loans or loans with interest rates below market standard, stocks, stock options etc., without appropriate authorization.
5. Making Facilitation Payments.
6. Giving or accepting an Advantage in a secretive manner, in particular when a private address or email address is used to provide an Advantage. We advise that you generally involve the recipient’s employer or supervisor if you give an Advantage.
7. Giving or accepting an Advantage where the nature or value of the Advantage is not reasonable and appropriate to the occasion as well as the position and circumstances of the receiver. In particular, do not
  - invite a Third Party or accept an Invitation to night clubs, casinos or other adult entertainments;
  - give or accept Advantages to or from the same Third Party so frequently that the giving or accepting may be regarded as impermissible.

### 3.3 ADVANTAGES REQUIRING PRE-APPROVAL (“YELLOW LIGHT”)

Provided the conduct is not prohibited under section 3.2, the following Advantages may only be given or accepted upon pre-approval<sup>1</sup> by your Compliance Officer:

- Any Advantage (including Gifts and Invitations) given to a Public Official or a related party of a Public Official (e.g., close relatives or individuals with whom the receiver lives in cohabitation).
- Any Advantage (including Gifts and Invitations) given to a Third Party that has, does, or likely will interact with Public Officials in connection with NORMA Group business.
- An Invitation whose value exceeds EUR 75<sup>2</sup> (or equivalent; including VAT) per invitee.
- A Gift whose value exceeds EUR 35<sup>3</sup> (or equivalent; including VAT).
- Giving or accepting an Advantage in connection with any tender proceedings.
- Any Advantage to be given by an employee to a Third Party, if the combined overall value of the Advantages given to the Third Party over the last 12 months exceeds EUR 200<sup>4</sup> (or equivalent; including VAT).
- Any Advantage to be accepted by an employee from a Third Party, if the combined overall value of the Advantages accepted by the employee over the last 12 months exceeds EUR 200<sup>5</sup> (or equivalent; including VAT).

### 3.4 ADVANTAGES NOT REQUIRING PRE-APPROVAL (“GREEN LIGHT”)

A pre-approval is not required if

- giving or accepting the Advantage is not prohibited by section 3.2; and if
- the Advantage does not require pre-approval according to section 3.3.

<sup>1</sup> For the approval, the Documentation and Approval Form for Advantages (Appendix A) is to be used.

In case it is not possible to apply for approval prior to giving or receiving the Advantage, the respective employee is required to notify the Compliance Officer without undue delay after having given or accepted the Advantage. For the documentation and notification, the Documentation and Approval Form for Advantages (Appendix A) is to be used. A reimbursement for the costs that may have occurred is not permissible if the giving or accepting of the Advantage is prohibited according to section 3.2.

<sup>2</sup> In case your country has another currency than EUR, the equivalent (according to the official exchange rate) in your local currency applies.

<sup>3</sup> See footnote 2.

<sup>4</sup> See footnote 2.

<sup>5</sup> See footnote 2.

## 4. DUTY TO RETAIN DOCUMENTS AND DOCUMENT RETENTION

Proper documentation is critical to combating corruption. It deters future corrupt practices and assists in the investigation of past corrupt conduct.

You are obliged to properly document and accurately record within NORMA Group's books and records any Advantage requiring pre-approval (section 3.3) or not

requiring pre-approval (section 3.4) you wish to give or accept. Notify your Compliance Officer without undue delay in case approval is required. For documentation and notification, the Documentation and Approval Form for Advantages (Appendix A) must be used. The proper documentation can be subject to an unannounced review by the Compliance Officer.

## 5. DONATIONS AND SPONSORING

As a responsible member of society, NORMA Group is in favor of making Donations to charitable and non-profit organizations and sponsoring events. The following rules apply to any Donation and Sponsoring activity of NORMA Group.

**Donations and Sponsoring always require prior approval from a Compliance Officer of NORMA Group<sup>6</sup>.**

All Donations or Sponsoring must be made in a transparent manner. This means that the recipient's identity and planned use of the Donation or Sponsoring must be clear and the reason and purpose for the Donation or Sponsoring must be justifiable and documented.

The following Donations or Sponsoring are prohibited: Donations to, or Sponsoring of, politicians, political parties or political organizations;

Donations to for-profit organizations;  
Donations to organizations whose goals are incompatible with NORMA Group's corporate principles or which may cause damage to NORMA Group.

Donations or contributions made to a charity or organization at the request of a Public Official also warrants heightened scrutiny. In the event you receive such a request, you must ensure that the contribution is not an indirect way of conferring a personal Advantage on a Public Official, and that the contribution is not in exchange for a purchasing or other decision affecting NORMA Group interests. Please consult with your Compliance Officer before you make any decisions or take any actions vis-à-vis the Donation or contribution.

Donations may also include services or work products which are partially equivalent to Donations as there is no consideration in the full amount in return (e.g. granting a service to a social institution at a reduced price). The aforementioned provisions also apply to these kinds of (partial) Donations.

<sup>6</sup>For the approval, the Donations and Sponsoring Approval Form (Appendix B) is to be used.

## 6. THIRD PARTY REPRESENTATIVES

Anti-corruption laws and this Policy cover not only payments made by NORMA Group and our Employees but also Third Party Representatives. Specifically, NORMA Group may be held responsible for improper payments made by Third Party Representatives on behalf of NORMA Group. Accordingly, NORMA Group requires that Third Party Representatives conduct themselves in accordance with the highest ethical standards and in compliance with all applicable laws. NORMA Group expects that you inquire where circumstances indicate that a Third Party Representative acted or is likely to act unlawfully. Do not ignore indications that improper payments are likely to be made or have already been made. Always inform your supervisor or your Compliance Officer about your concerns.

The following principles in connection with Third Parties must be complied with at all times:

- **Do not circumvent NORMA Group's policies and procedures by using a Third Party Representative to do what NORMA Group would not be allowed to do itself. A Third Party Representative may mistakenly believe that as a local individual or company it enjoys more freedom to "play by the local rules".**

- **Expenses and other payments made to Third Parties must be properly reflected in NORMA Group's accounting books and records and financial statements, and shall not be split or disguised in any way.**
- **No payments to Third Parties may be made in cash, to third persons, or to bank accounts that are not in the respective Third Party Representative's name, or to an account outside of the country in which the underlying business takes place or where the respective Third Party Representative has its primary place of business. There are rare circumstances under which an exception to this rule may be required. You must consult your Compliance Officer if you deem it inevitable that - for example due to currency restrictions - an exception should apply.**

In order to help further reduce the likelihood that a Third Party Representative will engage in illegal or improper conduct on behalf of NORMA Group, including the payment of bribes, the following rules apply.



## 6.1 INTEGRITY REVIEW PROCESS

NORMA Group maintains an Integrity Review Process for engaging any new Third Party Representative and with respect to Third Party Representatives that have not completed a Third Party Certification (Appendix D) in the previous three years.

If you are responsible for requesting the retention of the Third Party Representative or the business relationship with an existing Third Party Representative, you are responsible for

- **consulting with Purchasing Department;**
- **conducting a background investigation in accordance with the Due Diligence Checklist for Third Party Representatives;**
- **conducting the Integrity Review Process;**
- **determining whether any warning signs of corruption exist;**

- **investigating any warning sign discovered during the Integrity Review Process and then**
- **submitting the results to a NORMA Group's Compliance Officer.**

The Due Diligence Checklist for Third Party Representatives (Appendix C) must be completed with respect to all Third Party Representatives.

The Compliance Officer shall supervise the evaluation of each proposed Third Party Representative. If, after review of these materials, the Compliance Officer determines that questions about potential compliance risks have not been adequately addressed, additional steps may be undertaken, including issuing additional requests to the Third Party Representative, engaging a third party due diligence service provider to conduct a review of the Third Party Representative, or any other steps that are deemed reasonable.

## 6.2 MONITORING THIRD PARTIES

To minimize the risk of corruption presented by Third Party Representatives, if you have requested the retention of a Third Party Representative or are involved in managing or compensating such Third Party Representatives, you must closely monitor and review the activities and expenses, including expense reimbursements of any relevant Third Party Representative. All instances of potential illegal or unethical conduct by a Third Party Representative that become known to or suspected by you must be immediately reported to your Compliance Officer. The following red flags must be reported without further delay:

- **A Public Official recommends a specific person or company to serve as the Third Party Representative.**
- **A Third Party Representative refuses to certify that it will not take any action in furtherance of an improper payment.**
- **A (potential) Third Party Representative has a reputation for paying bribes.**

- **A (potential) Third Party Representative requests payment in cash.**
- **A (potential) Third Party Representative requests payments be made to or through a third-party or to a third-country bank account, or requests other unusual financial arrangements without reasonable explanation.**
- **A potential Third Party Representative's business is not listed in standard industry directories, or is unknown to people who know the industry.**
- **A background check of the principals in the (potential) Third Party Representative's business uncovers evidence or reports of suspicious activities or a record of non-compliance with applicable rules or regulations.**
- **During negotiations, a counterparty seems indifferent to the price it is paying for NORMA Group products, or otherwise fails to act in a profit-seeking manner.**



### **6.3 AGREEMENTS AND STANDARD ANTI-CORRUPTION CLAUSES**

A written agreement must be in place for all Third Parties. No oral agreements or arrangements are to be made with any Third Party Representative. Any agreements with Third Party Representatives engaged by NORMA Group shall contain standard anti-corruption provisions including anti-corruption representations and warranties, audit rights and termination rights for violations of applicable anti-corruption laws. Contact your Compliance Officer for respective templates before concluding any agreements with Third Party Representatives.

# 7. JOINT VENTURES, MERGERS AND ACQUISITIONS, AND OTHER BUSINESS COMBINATIONS

In the event that NORMA Group seeks to enter into joint ventures, mergers, acquisitions or other business combinations, additional anti-corruption measures have to be taken, because the previous and future conduct of the joint venture partner or acquisition target could result in potential liability to NORMA Group.

With respect to joint venture partners, NORMA Group must take reasonable steps to ensure that the joint venture company will not, and that the joint venture partner has not, made and will not make any improper payments that might violate applicable anti-corruption laws. Similar to Third Parties, a joint venture and joint venture parties can expose NORMA Group through their improper conduct.

NORMA Group may also merge with, acquire, or enter into some other business combination with companies with international operations. In those contexts, NORMA Group may be liable under applicable anti-corruption laws for improper Advantages or acts by the other company that occurred prior to the merger, acquisition, or business combination, as well as any ongoing violations of the anti-corruption laws.

With respect to these types of transactions, NORMA Group's Anti-Corruption Policy contains two facets.

## 7.1 PRE-TRANSACTION ANTI-CORRUPTION LAW DUE DILIGENCE

NORMA Group conducts a due diligence and evaluation process prior to entering into any joint ventures, mergers and acquisitions, and other business combinations. If you are involved in proposing, selecting or consummating such a transaction, you have to follow this process to obtain an understanding of the counter-party and the corruption risks involved in any transaction with that party. As with the due diligence process for Third Party Representatives, all warning signs of corruption observed during the due diligence process must be investigated and resolved before proceeding. Anti-corruption law representations, warranties and covenants must be included in all transaction documentation, as appropriate.

## 7.2 POST-TRANSACTION COMPLIANCE REQUIREMENTS

Once a transaction has been completed, NORMA Group has ongoing compliance responsibilities with respect to the joint venture or acquired company. These include the roll-out and implementation of NORMA Group's compliance program (including its Code of Conduct, this Anti-Corruption Policy and all related policies and procedures) at all acquired companies. For joint ventures, NORMA Group must take reasonable steps, based on the amount of ownership and control exercised by NORMA Group, to ensure that a compliance program, which includes anti-corruption law compliance, is implemented at the commencement of the joint venture. With respect to the joint venture partner, NORMA Group must monitor its conduct post-transaction to ensure that it is not engaging in any improper conduct on behalf of the joint venture.

## 8. TRANSACTIONS WITH NONSTANDARD TERMS

Transparency reduces the risk of corruption and money laundering. NORMA Group must ensure that its transactions with counterparties are transparent. Accordingly, written contracts with counterparties must accurately reflect the economics of the agreement. The quantity (or service) provided and the price must be explicit and transparent in the contract, which for the avoidance of doubt may be agreed by an invoice subject to separate standard terms and conditions. Nonstandard terms in transactions – such as side agreements and prepayments, or delayed billing arrangements – can be used to hide improprieties or circumvent prohibited transactions and should be reviewed carefully. NORMA Group may do business subject to the standard terms and conditions of our business partners, provided that such terms and conditions provide satisfactory written evidence of the agreement among the parties thereto.

## 9. HIRING PUBLIC OFFICIALS

In some cases, a Public Official may attempt to influence the hiring process by asking you to help find a job for the Public Official's acquaintances. In other cases, a Public Official might seek to play a role in a future NORMA Group hiring decision. Still, in other situations the Public Official may seek employment for himself/herself in anticipation of leaving his/her government post.

While there is no absolute prohibition on hiring persons recommended by a Public Official, such requests must be approached with great caution. Even if the Public Official does not directly promise a benefit or issue a threat in connection with the request, hiring someone at the suggestion of a Public Official can create the perception of a quid pro quo - i.e., that NORMA Group's hiring decisions are based on connections, not merit. The risk is heightened if the Public Official is in a position to decide whether to give business to NORMA Group or occupies a position in which he has influence over issues which may affect NORMA Group (e.g. permits, licenses, customs processes).

If a Public Official offers to give a benefit to NORMA Group in exchange for NORMA Group's hiring of a suggested person, or if the Public Official threatens to take adverse action if the suggested person is not hired, then you must not hire the suggested person under any circumstances.

Do not create a position solely to provide employment for the relative or friend of a Public Official at the request of that Public Official.

No candidate recommended by a Public Official may be hired except through the normal hiring process typical for the position in question. In most cases this will mean that the hiring process must proceed in the normal course through the local human resources department.

You must not press or ask a favor from any Third Party to hire someone recommended by a Public Official as a way of circumventing this policy. You must neither discuss employment nor consulting opportunities with a Public Official while the Public Official is employed by the government.

You must not even imply to a Public Official that there may be a potential employment or consulting opportunity for him/her if he/she were to leave the government. Only after an individual has left his/her post as a Public Official is it permissible to discuss employment or consulting opportunities with that individual.



## 10. CASES OF DOUBT

If you have any doubts or concerns as to whether a specific behavior is allowed or not, or have any questions in relation to this Policy, please immediately contact your supervisor, Management or a Compliance Officer.

## 11. REPORTING

If you become aware of any violations of this Policy, you are required to promptly inform your supervisor and the Compliance Officer. Where permitted by local law, you, any other Employee, as well as any third party can anonymously report any kind of actual or alleged misconduct relating to NORMA Group using the BKMS® Whistleblower System. The BKMS® Whistleblower System can be accessed via

<https://www.bkms-system.net/normagroup>

Please refer to section 6.3 of NORMA Group's Code of Conduct with regard to NORMA Group's Non-Retaliation Policy.

If you violate this policy, your supervisor is obliged to report such violation without undue delay to a Compliance Officer.

# 12. DEFINITIONS

<b>Advantage:</b>	Any economic and non-economic thing of value including, in particular, gifts, meals, entertainment, travel and lodging.
<b>Anti-Corruption Policy:</b>	NORMA Group's Anti-Corruption Policy in its most recent version.
<b>Chief Compliance Officer:</b>	The acting Chief Compliance Officer as stated in the appendix of NORMA Group's Code of Conduct.
<b>Code of Conduct:</b>	The Code of Conduct of NORMA Group in its most recent version.
<b>Compliance Officer:</b>	Any Local or Regional Compliance Officer or the Chief Compliance Officer of NORMA Group (appendix of NORMA Group's Code of Conduct).
<b>Donation:</b>	The voluntary, i.e. provision of money, chattels or services for charitable purposes to charitable and non-profit organizations, which is done without legal obligation and which is given without the expectation of reward or consideration. Donations also include services or work products which are partially equivalent to donations as there is no consideration in the full amount in return (e.g. granting a service to a social institution at a reduced price).
<b>Due Diligence Checklist:</b>	The Due Diligence Checklist in its most recent version (Appendix 3).
<b>Employee:</b>	Each director, officer, manager and employee of NORMA Group (including interns and temporary employees).
<b>Facilitation Payments:</b>	Payments to Public Officials for the purpose of expediting routine, non-discretionary activities, such as permitting, turning on power, or providing police protection. Despite the fact that these payments may be customary and accepted business practices in certain parts of the world, they may result in violations of local and international anti-bribery statutes.
<b>FCPA:</b>	U.S. Foreign Corrupt Practices Act.
<b>Gift:</b>	Anything of value that is received or provided, unless equal consideration is given in return. A gift may constitute a cash gift, a non-cash gift, services, a permission to use company property free of charge, cash-like Advantages (e.g. vouchers, coupons) or other economic or non-economic Advantages having a certain value.
<b>Integrity Review Process:</b>	NORMA Group's process for engaging any Third Parties (see section 6.1).
<b>Invitations:</b>	Invitation to participate in hospitality events or similar entertainment including flight and train tickets, free tickets for sport or cultural events and other tickets that are in general only offered in return for payment. Meals are a component of Invitations.
<b>Management:</b>	Members of the local, regional or group management of NORMA Group.
<b>NORMA Group:</b>	NORMA Group SE and its direct and indirect subsidiaries.
<b>Public Official:</b>	Public Official means an individual who: (i) holds a legislative, administrative, governmental or judicial position of any kind, whether appointed or elected, in any country or territory; (ii) exercises a public function for or on behalf of any country or territory or for any public agency or public enterprise (or subdivision) of that country or territory; public agency or public enterprise includes government owned or government controlled or directed bodies and agencies, (iii) is an official or agent of a public international or multinational organization (e.g the European Union); (iv) campaigns for or holds a political function, is a party member or party official; (v) is a member of the press in case the employing organization is government owned. The term "Public Official" also includes any immediate family member of the aforementioned individuals and political parties.
<b>Sponsoring:</b>	Sponsorship of individuals, a group of individuals, organizations or events that is given because a consideration for marketing purposes is expected in return.
<b>Third Party:</b>	Any person other than employees, and any legal entity other than NORMA Group.
<b>Third Party Certification:</b>	NORMA Group's Third Party Certification in its most recent version (Appendix D).
<b>Third Party Representative:</b>	Persons or entities engaged by NORMA Group to sell, market or provide goods or services for NORMA Group, including distributors and sales agents, as well as persons and entities that otherwise act on behalf of or provide services to NORMA Group, including in certain cases business partners, suppliers and vendors. In particular customers of NORMA Group do not fall under the definition of "Third Party Representatives".

# APPENDIX: DOCUMENT RETENTION FORMS

## A. DOCUMENTATION AND APPROVAL FORM FOR ADVANTAGES

---

### (1) INFORMATION BY THE NORMA GROUP EMPLOYEE

---

Your name and position:

---

Employed at (NORMA Group entity):

---

Name, function and employer of the person giving or receiving the Advantage:

---

**I. I know that it is prohibited to offer, promise, give or authorize an improper Advantage to a Third Party, or to request, agree to receive or accept an Advantage for myself or a Third Party if:**

1. The giving or accepting violates laws and other provisions;
2. The Advantage is given or accepted with the intention to receive or give something in;
3. The Advantage consists of cash or cash equivalents (e.g. voucher);
4. The giving or accepting is not transparent;
5. The nature, value, purpose or circumstances of the Advantage are inappropriate;
6. Giving the Advantage qualifies as making a Facilitation Payment;
7. Giving or accepting the Advantage may limit or influence the receiver's objectivity.

By signing this form I declare that none of the aforementioned prohibitions applies in this case.

**II. I will give , have given , wish to accept or have accepted an Advantage which requires approval according to the Anti-Corruption Policy<sup>7</sup>.**

Description of the Advantage to be given or accepted, in particular the relationship between the giver and the receiver, the nature, value and occasion of the Advantage:

---

### III. The approval is required for the following reason:

1. The Advantage is to be given to a Public Official or to a Third Party that interacts with Public Officials in connection with NORMA Group business.
2. The value of the Invitation exceeds EUR 75.
3. The value of the Gift exceeds EUR 35.
4. The overall value per year would exceed EUR 200.
5. It is likely that there is a connection with a business decision.

---

Place, date

---

Signature

---

### (2) COMPLIANCE OFFICER REVIEW

---

APPROVED

DENIED

---

Place, date

---

Signature

<sup>7</sup> Please refer to section 3 of the Anti-Corruption Policy.

## B. DONATIONS AND SPONSORING APPROVAL FORM

---

### (1) INFORMATION ABOUT DONATION / SPONSORING

---

Recipient:

Recipient's relationship to NORMA Group:

Recipient qualifies as public institution or agency

Donation

Sponsoring

Amount in EUR:

1. The recipient received donations or sponsoring before

If yes, amount in EUR

If yes, please describe:

Person requesting the contribution:

Requester's relationship to NORMA Group:

Requester's relationship to recipient:

Requester qualifies as public official

Someone has implied that NORMA Group may suffer any negative consequences if the contribution is not made

I have reason to believe that some or all of the requested contribution may be diverted for an improper purpose, such as to benefit a Public Official personally

1. How did the request first come to NORMA Group's attention?

2. Is there a written explanation of what the contribution will be used for?

3. Please explain NORMA Group's interest to make the requested donation / sponsoring.

---

Place, date

---

Signature

### (2) COMPLIANCE OFFICER REVIEW

APPROVED

DENIED

---

Place, date

---

Signature

## C. DUE DILIGENCE CHECKLIST FOR THIRD PARTY REPRESENTATIVES

This Due Diligence Checklist must be completed with respect to prospective Third Party Representatives<sup>8</sup> and with respect to any Third Party Representative that has not completed a Third Party Certification in the previous three years.

### (1) DUE DILIGENCE REVIEW - TO BE COMPLETED BY RESPONSIBLE EMPLOYEE

Name of Third Party Representative:

Third Party Representatives duties for NORMA Group:

Explain NORMA Group's benefit of engaging the Third Party Representative:

Planned remuneration of Third Party Representative:

The planned remuneration for the services by the Third Party Representative is within the normal range of remuneration for such services

The remuneration is recurring (e.g. monthly retainer)

The remunerations is contingent (e.g. provision for project acquisition)

Explain NORMA Group's benefit of engaging the Third Party Representative:

How did the Third Party Representative first come to NORMA Group's attention?

Describe the Third Party Representative's relevant experience for the designated tasks:

What are the alternatives to engaging the specific Third Party Representative?

Three references of the Third Party Representative have been contacted and there were no indications for illicit behavior or conduct that could harm NORMA Group.

The references recommended the Third Party Representative without reservations.

Neither the Third Party Representative (if an individual) nor any of its officers or owners qualify as Public Officials.

The Third Party Representative has not been recommended by a Public Official.

A research regarding the Third Party Representative, its owners, and its officers in appropriate public databases, websites, newspapers and periodicals did not produce any indication that the Third Party Representative or any of its officers or owners may have been involved in improper activity of any sort.

The Employee(s) who initially suggested the Third Party Representative are familiar with the Third Party Representative's business and reputation.

A compliance due diligence report from a third party has been requested regarding the Third Party Representative and the results were positive.

Purchasing Dept. has been involved in selection of the Third Party Representative.

Place, date

Signature

### (2) COMPLIANCE OFFICER REVIEW

APPROVED

DENIED

Place, date

Signature

<sup>8</sup> Third Party Representative in the sense of this checklist only includes persons or entities engaged by NORMA Group to sell, market or provide goods or services for NORMA Group, including distributors and sales agents, as well as persons and entities that otherwise act on behalf of or provide services to NORMA Group, including in certain cases business partners, suppliers and vendors. In particular customers of NORMA Group do not fall under the definition of "Third Party Representative" for this checklist.

## D. THIRD PARTY CERTIFICATION

---

Every three years each Third Party Representative<sup>9</sup> must certify that it is in compliance with applicable anti-corruption laws and submit this Third Party Certification to the Compliance Officer no later than December 31 of the respective calendar year.

---

1. Name of the Third Party Representative:

---

2. I certify that neither the Third Party Representative nor any director, officer, employee, agent, or shareholder thereof shall, on behalf of the Third Party Representative, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value

- a. to any official or employee of any government, or of any agency or instrumentality of any government, or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, or to any private individual or entity,
- b. for the purpose of influencing any act or decision of such official, employee, individual, or entity, or otherwise promoting the business interests of the Third Party Representative in any respect.

I further certify that no payment, authorization, promise, or gift of the sort described in this paragraph has been made prior to this date.

---

3. I certify that neither the Third Party Representative nor any of its directors, officers, employees, agents, or shareholders shall, directly or indirectly, on behalf of such Third Party Representative, attempt to disguise the source of illegally obtained funds. I further certify that no such attempt has been made prior to this date.

---

4. I certify that I have received and read NORMA Group's Anti-Corruption Policy.

---

Place, date

Signature

Name:

---

Position:

---

<sup>9</sup>Third Party Representative in the sense of this Certification only includes persons or entities engaged by NORMA Group to sell, market or provide goods or services for NORMA Group, including distributors and sales agents, as well as persons and entities that otherwise act on behalf of or provide services to NORMA Group, including in certain cases business partners, suppliers and vendors. In particular customers of NORMA Group do not fall under the definition of "Third Party Representative" for this Certification.