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Policy Title:	**Bribery Policy**
Policy Owner:	**Chief Legal Officer**
Implemented:	**1 October 2014**
Revised Date:	**November 2026**
Related Policies:	**Code of Ethics and Business Conduct**

NEP Bribery Policy

1.0 Statement of Policy

It is the Policy of NEP Group, Inc. and all of its affiliates and subsidiaries (together, "NEP") and their respective officers, directors, employees and in-house contractors (together, "Personnel"), and any of their agents, consultants, suppliers, vendors, service providers and any others who act in any capacity on behalf of NEP ("Representatives"), to comply fully with all provisions of the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, the UK Bribery Act 2010 ("UKBA"), the principles set out in the Organization for Economic Cooperation and Development Convention Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention") and all other anti-corruption and/or anti-bribery legislation applicable to NEP (whether by virtue of its jurisdiction of incorporation or the conduct of its business operations) (together, "Applicable Anti-Corruption Laws");

2.0 Policy Adoption and Implementation

NEP's management has implemented and maintains an Integrity and Compliance Program ("Compliance Program") in order to provide specific guidance on the implementation and enforcement of this Bribery Policy (this "Policy"). This Policy has been made available to all Personnel and to certain relevant Representatives.

3.0 Administration of the Policy

The Policy will be administered by NEP's Board and NEP's Chief Legal Officer and General Counsel, as well as their designees.

4.0 Applicable Anti-Corruption Laws

4.1. Anti-Corruption

NEP Group, Inc. reserves the right, at its sole discretion and to the extent permitted by law, to change or terminate this Policy at any time, with or without notice to employees.

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4.1.1. Requirements of the FCPA. The FCPA has two basic requirements which may be summarized as follows:

- Persons and entities covered by the FCPA, such as Personnel and Representatives, shall not corruptly authorize, promise, pay, offer to pay or give anything of value directly or indirectly via third parties to any non-U.S. government official, non-U.S. political party or party official or any candidate for non-U.S. political office. The FCPA prohibits the offer or promise or payment of anything of value to any Government Official (as defined below) in order to influence an official act or decision by a Government Official that will assist NEP in obtaining or retaining business or in directing business to any other person or entity.

- In the event that NEP's stock becomes publicly traded on U.S. exchanges, NEP will be required to make and keep accurate books and records in reasonable detail and to devise and maintain a reasonable system of internal controls. The FCPA's anti-bribery, record-keeping and accounting provisions apply to all payments, regardless of the size or type of payment. There is no materiality threshold or *de minimis* exception to the FCPA.

Given NEP's ownership structure, operational breadth and management philosophy of NEP's members, it should be assumed that the FCPA applies to all NEP operations.

4.1.2. Additional Anti-Corruption and Anti-Bribery Laws.

UK Bribery Act 2010. UKBA, which came into effect in July 2011, broadly applies to companies operating in the UK, and is directly applicable to UK citizens and nationals wherever they operate. NEP and all Personnel and Representatives will comply with the UKBA. Like the FCPA, the UKBA criminalizes bribery of foreign Government Officials (as defined below), which for the purpose of the UKBA includes all non-UK Government Officials, such as U.S. Government Officials.

The UKBA also is broader than the FCPA and criminalizes commercial bribery, or the offer or payment of any bribe or kickback made to a private party to induce such party to improperly perform his or her job. The UKBA also criminalizes soliciting, accepting or agreeing to accept such bribes.

It is not necessary that conduct prohibited by the UKBA occur in the UK. The UKBA makes it a crime for any company or person subject to the UKBA to conduct the above-described criminal acts anywhere around the world.

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Other Countries' Anti-Corruption Legislation. Other countries in which NEP does or may do business in the future have adopted anti-corruption legislation. Such laws may differ from what is required or prohibited under the FCPA and UKBA such as the Canadian Corruption of Public Officials Act ('CFPOA"). NEP and all Personnel and Representatives will comply with anti-corruption laws of any jurisdiction in which NEP conducts business. Any questions about local anti-corruption laws or legislation should be directed to NEP's Chief Legal Officer or General Counsel.

4.1.3. Prohibition on Commercial Bribery. Like the UKBA, many U.S. and non-U.S. laws make it a crime to offer or pay bribes or kickbacks to private parties as well as to Government Officials. As stated above, this Policy prohibits promising, offering or giving anything of value to *any* private party, including a customer, potential customer, supplier or potential supplier, with the intention of inducing such a person to perform his or her job improperly, or of rewarding such a person for doing so.

4.1.4. Government Officials. Applicable Anti-Corruption Laws, including the FCPA and UKBA, apply to payments made to officers and employees of governments and state-owned or state-operated companies, regardless of rank or position. The term Government Official is defined broadly to cover *any* officer or employee of *any* government, or any department, agency, legislature, judicial branch or instrumentality thereof (including any state-owned, -controlled or -operated enterprise such as a state-owned broadcasting company), or any "public international organization," a term that includes, among other entities, the United Nations, the World Bank and the World Health Organization. The definition of Government Official also includes non-U.S. political parties, party officials or any candidate for non-U.S. political office.

4.1.5. Gifts, Travel payment and Entertainment Expenses. Some business people with general awareness of Applicable Anti-Corruption Laws mistakenly assume that they prohibit only "bribes" in the form of cash payments to Government Officials. Applicable Anti-Corruption Laws are in fact much broader and generally prohibit improperly giving, authorizing or offering the payment of **anything of value** to a Government Official to induce such Government Official to misuse his or her office or to any private third party to induce such third party to improperly perform his or her job function in an effort to obtain or retain business or secure an improper advantage. Applicable Anti-Corruption Laws' restrictions can extend to many forms of **travel and entertainment expenditures** for the benefit of Government Officials and private third parties, as well as non-cash gifts and other benefits, such as offers of employment, educational placement, political contributions, social investment and charitable donations to entities supported by such Government Officials and private third parties.

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4.1.5 (a) Gifts and Entrainment Controls (also see Annex A)

Gifts, travel payment, and entertainment are only allowed if**:**

- it is not provided in cash or cash equivalents;
- it is given in a direct, transparent manner, avoiding any appearance of impropriety;
- it complies with local law and with Applicable Anti-Corruption Laws and is consistent with the recipient's policies and procedures;
- it is appropriate, proportionate, and not lavish or excessive;
- it is not motivated by any expectation of reciprocity;
- it is infrequent;
- It has been recorded as required on the NEP Gifts and Entertainment Register.

The NEP **Gifts and Entertainment Register** requires a record of all gifts given or received, including meals, above a value equivalent to USD 200. The NEP Gifts and Entertainment Register can be found on www.nepgroup.com/legal.

Gifts, travel, and entertainment expenses involving **Government Officials** may not be offered or incurred until you have consulted with and secured approval from NEP's Chief Legal Officer or General Counsel.

Similarly, **foreign political contributions, social investment and charitable donations** must be approved in advance by NEP's Chief Legal Officer and subject to a level of due diligence to be determined based on identifiable risk factors.

Any such expenditure, including any travel, lodging, entertainment or gift, must be accurately recorded in NEP's books and records. Supporting documentation for such expenses, such as an invitation to an event or a receipt for a gift that is purchased, should be maintained in NEP's records.

Personnel may not use NEP or personal funds for any purpose that violates any Applicable Anti-Corruption Laws.

4.1.6. Third Parties and Knowledge. Applicable Anti-Corruption Laws prohibit corrupt offers, promises and payments through intermediaries. Thus, persons and entities covered by such laws are liable for *indirect* offers, promises of payment or payments if such offers, promises or payments are made through a Representative or other third-party intermediary with the knowledge that a Government Official or private third party will be the ultimate recipient. "Knowledge" includes conscious disregard and deliberate ignorance of facts indicating a high probability that the relevant payment will occur. "Payments" include transfers of anything of value. NEP and its Personnel and Representatives

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can be held criminally liable for payments by third parties to Government Officials and private third parties that violate Applicable Anti-Corruption Laws.

4.1.6 (a) Accounting Controls (also see Annex B)

To mitigate the risks posed by such payments NEP has implemented certain accounting controls (see Annex B) for all Representatives (earlier in this Policy defined as agents, consultants, suppliers, vendors, service providers and any others who act in any capacity on behalf of NEP) and additional controls for certain Higher Risk Representatives (any Representative who will act on NEP's behalf in a customer-facing business development or a sales activity and/or who are expected to interact with Government Officials on behalf of NEP and/or who are closely connected to a customer or potential customer and/or for whom you have identified a red flag under Annex D ("**Higher Risk Representatives**")) . These require that:

1. All invoices issued by Representatives must be itemized and contain sufficient detail of the specific project and not contain simple generic explanations such as "consulting fee".

2. **Prior** Regional **CFO approval** required for any invoices:

a. for Representatives that are in respect of 'commissions' or 'upcharges'.

b. for any Representative who will act on NEP's behalf in a customer-facing business development or a sales activity and/or who are expected to interact with Government Officials on behalf of NEP and/or who are closely connected to a customer or potential customer and/or for whom you have identified a red flag under Annex D (defined earlier within this Policy as Higher Risk Representatives). It is the Higher Risk Representative Sponsor's responsibility to ensure this.

3. **Prior** Regional **CFO approval** and **customer approval** required:

a. for direct or indirect payments made to persons closely connected to a customer or potential customer (including employees or their family or personal companies).

4.1.6 (b) Due Diligence Controls (also see Annex C)

In addition, NEP has adopted procedures requiring due diligence for Higher Risk Representatives requiring the employee sponsoring the relationship and/or most knowledgeable about the relationship ("**HRR Sponsor**") to follow the Due Diligence Procedures For Representatives (see annex C), obtaining approval and

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signature form the Regional CFO and escalating to NEP's Chief Legal Officer or General Counsel if required in a manner consistent with the procedures.

In some instances, additional due diligence steps may be taken. Whether, and to what extent, additional due diligence steps may be required will be dictated by NEP's Chief Legal Officer, General Counsel and/or designees who will support this process.

4.1.7. Facilitation Payments. NEP strictly prohibits the offer or payment of facilitation payments ***unless*** prior written approval has been obtained from NEP's Chief Legal Officer, as possessing such authority. Any approved facilitation payment must not involve any NEP business touching the United Kingdom and must be recorded accurately and in reasonable detail in NEP' books and records.

4.1.8. Permitted Payments.

Reasonable and Bona Fide Travel Expenditures. The FCPA does not prohibit payments that constitute a reasonable and *bona fide* expense incurred by or on behalf of a Government Official directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract with a foreign government or agency. However, no such payment or promise of payment to or on behalf of any Government Official may be offered, authorized or made by or on behalf of any Personnel **unless** such payment or promise has been pre-approved by NEP's Chief Legal Officer or General Counsel.

Health and Safety Payments. When NEP Personnel reasonably believe that not paying a request or demand for something of value would result in an imminent threat to their health or safety or to the health or safety of their family members, then the payment may be made. This exception only applies to physical health or safety; threats to commercial or financial interests will never justify the payment of such requests. Where such a payment must be made, the circumstances of the payment must be accurately recorded in reasonable detail in NEP's books and records and reported in writing to NEP's Chief Legal Officer or General Counsel as soon as is practicable after the payment has been made.

4.1.9. Mandatory Awareness and Reporting of Corruption Risk. Corrupt conduct may take many forms, and Personnel must be alert to a wide range of situations that may create the risk of a violation of this Policy and the Applicable Anti-Corruption Laws. While corruption risk factors are often specific to a given relationship, a list of common "red flags" is attached to this Policy at Annex D to help Personnel recognize circumstances that tend to indicate a greater corruption risk. This list is not exhaustive and all Personnel are expected to use this list as a preliminary guide and exercise judgment in determining if any red flags of any kind are present with respect to any business relationships. If any red flags are

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identified, they must be further investigated and resolved through consultation with the Chief Legal Officer, General Counsel and/or designees as necessary. Compliance with this Policy requires that Personnel err on the side of caution and discuss or report any actual or potential red flags that may arise.

The ethical standards set forth in this Policy can only be achieved and maintained through the vigilance and efforts of all Personnel, all of whom are obligated to ensure compliance with these standards.

While the NEP will make every effort to provide compliance information and to respond to all inquiries, no Policy or procedure, however comprehensive, can anticipate every situation that may present compliance issues. Consequently, NEP depends on Personnel to be responsible for compliance with the Policy, including the duty to seek guidance from the Chief Legal Officer or General Counsel whenever any aspect of the Policy is in doubt and to report to the Chief Legal Officer or General Counsel any facts or circumstances that suggest a past or ongoing violation of this Policy by any Personnel or Representatives.

Personnel that are subjected to any form of extortion or are otherwise asked to participate in a bribery or kickback scheme or are aware of such schemes or requests must also report any such unlawful requests to the Chief Legal Officer or General Counsel.

NEP absolutely prohibits retaliation of any type or kind against any person who raises in good faith any questions or concerns, reports an actual or potential violation, or assists in an investigation under this Policy.

No Personnel will suffer demotion, penalty, or other adverse employment action as a result of refusing to pay bribes or kickbacks, even when NEP may lose business opportunities as a result.

No officer, director, manager, or supervisor may ask, pressure, require, or encourage any Personnel to violate this Policy. Obeying a superior's orders will not excuse any such violation.

4.1.10. Penalties. Individuals who violate the FCPA's anti-bribery provisions may be imprisoned for up to five years and are subject to a fine of up to $100,000 per violation or twice the amount of the total gain or loss. An employer is not permitted to reimburse fines for FCPA violations. Companies also face significant penalties for FCPA violations committed by Personnel or Representatives, including up to $2 million per violation or twice the amount of the total gain or loss under the anti-bribery provisions and a maximum of $25 million or twice the amount of the total gain or loss pursuant to the "books and records" provisions. Individuals who violate the UKBA may be sent to prison for up to ten years and/or may be subject to an uncapped fine. Companies that violate the UKBA may be

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subject to an uncapped fine. Where a company is convicted of certain offenses under the UKBA and a senior officer is shown to have consented or connived to commit the offense, such officer will be guilty of the underlying offense and subject to penalties as an individual.

5.0 Consequences for Violation of Law and Policy

In addition to the Penalties described in the above sections of this Policy, Personnel who violate any of the Applicable Anti–Corruption Laws or this Policy should expect to have their employment terminated. NEP Representatives should similarly expect to have their contracts terminated if they violate any of the Applicable Anti-Corruption Laws or this Policy. NEP will actively seek to recoup any losses which it suffers as a result of a violation of Applicable Anti-Corruption Laws from the individual or entity that committed the violation.

6.0 Education and Monitoring

NEP's management has implemented and maintains a program to provide anti-corruption education and training to Personnel and certain Representatives selected by the Chief Legal Officer Counsel and General Counsel in his or her discretion, including a Global Integrity and Compliance Program to actively monitor compliance with this Policy by NEP and its Personnel and Representatives.

7.0 Reporting Concerns

All directors, officers, and employees are required to report, and should encourage others to report, any situation where they have a reasonable belief that there has been a breach or a potential breach of this this Policy or procedures, or law or regulations. You may make any good faith report of non-compliance as detailed in section 17 of the Code of Ethics and Business Conduct and/or the Whistleblowing Policy. The Company does not tolerate acts of retaliation against any director, officer or employee who makes a good faith report of known or suspected acts of misconduct or other violations of this Policy.

8.0 Further Information

This Policy provides a summary of important bribery and anti-corruption issues, but additional details on particular questions and issues are available. Any questions about the Policy or Compliance Program should be directed to the Chief Legal Officer or General Counsel.

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9.0 Approval

Approval for initiation of this Policy has been given by:

Signed by:
EEDC4C47C9544FA...
Chief Executive Officer — November 19, 2026
Date

DocuSigned by:
FAE522F52CBC4D9...
Chief Legal Officer and Chief Compliance Officer — November 20, 2026
Date

DocuSigned by:
E0947232E921460...
General Counsel — November 19, 2026
Date

Revision History

Date	Revision Summary
1 October 2014	Policy published
1 June 2018	Major revision
1 December 2020	Major revision and separation from the existing Anti-Corruption, Sanctions and Anti-Money Laundering Policy into a bespoke Bribery Policy as part of the updated Global Integrity and Compliance Program
November 2026	Minor revision and update

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ANNEX A

GIFTS AND ENTERTAINMENT CONTROLS

Gifts, travel payment, and entertainment are only allowed if**:**

- it is not provided in cash or cash equivalents;
- it is given in a direct, transparent manner, avoiding any appearance of impropriety;
- it complies with local law and with Applicable Anti-Corruption Laws and is consistent with the recipient's policies and procedures;
- it is appropriate, proportionate, and not lavish or excessive;
- it is not motivated by any expectation of reciprocity;
- it is infrequent;
- It has been recorded as required on the NEP Gifts & Entertainment Register.

The **NEP Gifts and Entertainment Register** requires a record of all gifts given or received, including meals, above a value equivalent to USD 200. The NEP Gifts and Entertainment Register can be found on www.nepgroup.com/legal.

Gifts, travel, and entertainment expenses involving **Government Officials** may not be offered or incurred until you have consulted with and secured approval from NEP's Chief Legal Officer or General Counsel.

Similarly, **foreign political contributions, social investment and charitable donations** must be approved in advance by NEP's Chief Legal Officer and subject to a level of due diligence to be determined based on identifiable risk factors.

Any such expenditure, including any travel, lodging, entertainment or gift, must be accurately recorded in NEP's books and records. Supporting documentation for such expenses, such as an invitation to an event or a receipt for a gift that is purchased, should be maintained in NEP's records.

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ANNEX B

ACCOUNTING CONTROLS

The following accounting controls apply to all agents, consultants, suppliers, vendors, service providers and any others who act in any capacity on behalf of NEP (defined earlier within this Policy as **Representatives**).

1. All invoices for all Representatives must be itemized and contain sufficient detail of the specific project and not contain simple generic explanations such as “consulting fee”.

2. Prior Regional CFO approval required for any invoices:

    a. for Representatives that are in respect of ‘commissions’ or ‘upcharges’.

    b. for any Representative who will act on NEP’s behalf in a customer-facing business development or a sales activity and/or who are expected to interact with Government Officials on behalf of NEP and/or who are closely connected to a customer or potential customer and/or for whom you have identified a red flag under Annex D (defined earlier within this Policy as Higher Risk Representatives). It is the Higher Risk Representative Sponsor’s responsibility to ensure this.

3. Prior Regional CFO approval and customer approval required:

    a. for direct or indirect payments made to persons closely connected to a customer or potential customer (including employees or their family or personal companies).

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ANNEX C

DUE DILIGENCE CONTROLS FOR HIGHER RISK REPRESENTATIVES

Before entering into a new contractual or binding business relationship or carrying out a substantially different activity under an existing relationship with any Representative who will act on NEP's behalf in a customer-facing business development or a sales activity and/or who are expected to interact with Government Officials on behalf of NEP and/or who are closely connected to a customer or potential customer and/or for whom you have identified a red flag under Annex D (defined earlier within this Policy as Higher Risk Representatives) it is NEP's policy to conduct the below due diligence review. This Form should be completed by the NEP employee most knowledgeable about the relationship (earlier in this Policy defined as the HRR Sponsor) and once complete shared with your Regional CFO for approval prior to engagement.

Representative's Name: _____ ☐ Individual ☐ Entity

Representative's Address: _____
_____
_____

☐ Supplier
☐ Agent
☐ Consultant
☐ Service Provider
☐ Other _____

1.	What services are being provided by the Representative?		
2.	What is expected annual spend?		
3.	Please explain why the Representative has the experience needed?		
4.	Please explain the contractual basis of the relationship (i.e. NEP T&Cs or bespoke terms)		
5.	Please confirm that you will ensure the accounting controls described at Annex B will be followed	☐ Yes ☐ No	
6.	Are you aware of any information suggesting that the Representative, its owners, or employees might be, or have been, involved in corruption or other illegal activities?	☐ Yes ☐ No	*If yes, please explain:*

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7.	Was the Representative suggested, recommended or identified by a Government Official or customer?	☐ Yes ☐ No	*If yes, please identify the source of the recommendation:*
8.	Has the Representative ever requested unusual advance payments, cash payments, offshore payments, third-party payments, large contingency payments, or other unusual payments?	☐ Yes ☐ No	*If yes, please describe:*
9.	Is there reason to believe that a Government Official (or the family member or close personal associate of a Government Official), customer or customer employee has a significant financial or other interest in the Representative's business?	☐ Yes ☐ No	*If yes, please explain:*
10.	Is the Representative or any of its owners, directors, or officers a current or former Government Official?	☐ Yes ☐ No	*If yes, please explain:*
11.	Is the Representative or any of its owners, directors, or officers a current or former customer employee?	☐ Yes ☐ No	*If yes, explain:*
12.	Are you aware of any "Red Flags" related to the engagement of the Representative (consult NEP's **Annex A** for a list of common "Red Flags")?	☐ Yes ☐ No	*If yes, please explain:*

I certify that the information provided above is complete, true, and correct to the best of my knowledge.

Name: _____ Date _____

Approved by Regional CFO (*if any of the above questions 6 – 11 have been answered "yes" please consult with the Chief Legal Officer or General Counsel prior to approval, sending them a copy of this form*):

Name: _____ Date _____

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ANNEX D

COMMON CORRUPTION "RED FLAGS"

Personnel and Representatives are expected to recognize circumstances that tend to indicate a greater corruption risk and to exercise judgment in determining the level of corruption risk present with respect to any given business relationships. To assist with that process, enforcement authorities, including the U.S. Department of Justice and the U.K. Serious Fraud Office, have identified a number of common corruption risk factors or "red flags." The following list has been compiled from those sources but is not intended to be an exhaustive list:

1. Unusual payment patterns or financial arrangements with business partners, such as requests for offshore payments, payments into unknown third-party or shell company bank accounts, requests for advance payments, cash payments or advances, unusual bonus payments, sharing commissions with third parties otherwise not involved in a given transaction or located in a country in which the work was not performed, and unusually high commissions relative to the services provided and industry and regional standards.

2. A history of corruption in a country. When in doubt about the corruption risk posed by a given country, consult Transparency International's Corruption Perceptions Index[1] for more information on the perceived corruption risk. Any country with a score of 50 or less is generally perceived to present a moderate to high risk for corruption and bribery, such that heightened vigilance with respect to business activities in the region is advisable.

3. A refusal by a business partner or representative to provide anti-corruption compliance certifications or agree to comply with proposed anti-corruption compliance provisions.

4. A business partner's lack of transparency with respect to its claimed expenses.

5. A business partner's failure to submit detailed invoices as to the services provided or requests payments for vague line items, such as "special fees" or "handling fees."

6. A business partner or employee overinvoicing, underinvoicing, or requesting to back-date invoices on payments.

7. A business partner's refusal to provide transparency or submit to an audit of its books and records.

8. A business partner shows a lack of commitment or interest in countering bribery/corruption.

9. A business partner or employee enters into transactions with unknown third parties that provide unknown or vague services.

10. A business partner's request for a deep discount, or a discount that is significantly greater

[1] https://www.transparency.org/en/cpi#

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than a company's standard discount or market norms.

11. A business partner's requests for marketing funds without providing transparency into the use of such funds or a written justification of need for such funds.

12. A business partner's apparent lack of qualifications or resources to perform the services offered.

13. Recommendations by a customer or government official to use a particular intermediary or business partner.

14. Pressure exerted for payments to be made urgently or ahead of schedule.

15. A business partner's undue favorable treatment by government officials or public sector companies.

16. A business partner's expense patterns significantly differ from others in similar circumstances.

17. Lavish, excessive, and/or frequent gifts, meals, or entertainment to the same recipients.

18. Making unexpected or illogical decisions with respect to certain projects or contracts.

19. Unusually smooth results notwithstanding an apparent lack of the necessary knowledge, capability, or expertise (e.g., 100% success rate in public tenders).

20. Recent termination by other U.S. or foreign companies also subject to the jurisdiction of the U.S. Foreign Corrupt Practices Act or the U.K. Bribery Act.

21. Abusing decision processes or inexplicably delegating certain powers in specific instances, particularly where delegated to apparently unqualified individuals.

22. Agreeing to contracts inexplicably unfavorable to NEP, particularly with respect to payment terms, period of performance, and/or relative to previous standards and practices in the country or industry.

23. Unexplained preferences for certain business partners.

24. Refusal to allow NEP employees to be present at negotiations or interactions with certain Government Officials or customers.

25. Failure to follow certain NEP controls, policies, procedures, and/or guidelines.

26. Inexplicably bypassing a usual contracting procedure.

27. Invoices inexplicably in excess of agreed terms without reasonable cause or otherwise containing questionable, inaccurate, unclear, and/or unsupported charges.

28. Expense payments made in round sums.

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29. Payments made under self-prepared vouchers rather than third-party documents.

30. Evidence of payments that are not recorded in financial records.

31. Excessive or questionable use of petty cash.

32. Missing documents or records regarding certain commercial meetings or decisions.

33. A business partner has a family or business relationships with customers or government officials.

34. A government official or close relative of a government official or customer is a director, officer, senior employee, or owner of a business partner.

35. A business partner makes misrepresentations or inconsistent statements in the due diligence process.

36. A transaction involves the use of shell companies or other structures that serve no known business purpose.

37. A business partner has a poor reputation for business ethics and integrity – *e.g.*, business partner appears on a corruption or trade watchlist or has been the subject of allegations or investigations of illegal or corrupt conduct.

38. A business partner insists that its identity remain confidential or refuses to divulge the identity of its owners or refuses to provide proof of direct and beneficial ownership.

39. Inexplicable requests that a new customer be granted an excessive credit line.

40. Failure to report any anecdotal evidence or reports regarding the payment of small bribes or difficulties regarding small bribes, despite operating in an environment where demands for such payments are commonplace.

If any of these red flags or others are identified, they should be further investigated and resolved through consultation with the Chief Legal Officer or General Counsel.