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Software house "Perseus"



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# SOFTWARE HOUSE "PERSEUS"

## Anti-Bribery, Anti-Corruption & Software Development POLICY

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## 1. Introduction

1.1 Whereas, SOFTWARE HOUSE "PERSEUS" will base all relationships with its partners and customers exclusively on the principles of mutual respect and trust observing the generally accepted business ethics norms, will adhere to the high international standards and business behavior codes.

1.2 Whereas, SOFTWARE HOUSE " PERSEUS" is a Russian limited liability company providing integrated solutions and software and hardware technologies.

1.3 Whereas, the SOFTWARE HOUSE "PERSEUS" offers technologically advanced solutions for administrations, governmental, municipal and local authorities and administrations, environmental services and institutions, as well as OEM and VAR partners, private customers and end-users (hereinafter referred to as "the Products"), on a worldwide basis.

1.4 Whereas, SOFTWARE HOUSE "PERSEUS", has, as the result of the expenditure of time, skill, effort and money, directly or indirectly, developed valuable intangible assets in the form of information technology consisting of hardware, software and associated ancillary services (the "Technology"). The value of the Technology is created through high quality research, design, development, programming, testing and quality control activities, i.e. activities necessary for creating the marketable Products.

1.5 Whereas, SOFTWARE HOUSE "PERSEUS" will contribute in every possible way to the enhancement customer's and partner's favorable business reputation.

1.6 Whereas, SOFTWARE HOUSE "PERSEUS" will take all the possible efforts for resolving any disputes arising in the processes of carrying out the business without applying to the arbitration system.

1.7 Whereas, SOFTWARE HOUSE "PERSEUS" with due regard to the mandatory transnational, international and national law requirements, market opportunities and individual marketing strategy, will provide the most beneficial cooperation conditions for the partners and customers.

1.8 Words and expressions which are defined in the Policy (to the extent applicable) shall have the meanings attributed to them therein when used in this Policy unless otherwise defined or the context otherwise requires.

1.9 The clause and paragraph headings and the table of contents used in this Policy are inserted for ease of reference only and shall not affect construction.

1.10 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular

shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.

1.11 References to statutory provisions, enactments or USA, EU, Russian laws shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or USA, EU, Russian laws (whether before or after the date of this Policy), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or USA, EU, Russian laws unless any such change imposes any liabilities or obligations which are more onerous than as at the date of this Policy.

1.12 If any provision of this Policy is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Policy will remain in full force and effect and will not in any way be impaired.

1.13 If any provision of this Policy is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

1.14 This Policy may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same Policy.

## **2. What does our policy cover?**

2.1 This anti-bribery and software development policy exists to set out the responsibilities of SOFTWARE HOUSE "PERSEUS" and those who work for us in regards to observing and upholding our zero tolerance position on bribery and corruption and faire, agile approach to software development.

2.2 It also exists to act as a source of information and guidance for those working for SOFTWARE HOUSE "PERSEUS". It helps them recognize and deal with bribery and corruption issues, as well as understand their responsibilities.

### **3. Policy statement**

3.1 SOFTWARE HOUSE "PERSEUS" is committed to conducting business in an ethical and honest manner, and is committed to implementing and enforcing systems that ensure bribery is prevented. SOFTWARE HOUSE "PERSEUS" has zero-tolerance for bribery and corrupt activities. We are committed to acting professionally, fairly, and with integrity in all business dealings and relationships, wherever in the country we operate.

3.2 SOFTWARE HOUSE "PERSEUS" will constantly uphold all laws relating to anti-bribery and corruption in all the jurisdictions in which we operate. We are bound by the laws of the UK, including the Bribery Act 2010, Russian legislation in regards to our conduct both at home and abroad.

3.3 SOFTWARE HOUSE "PERSEUS" recognizes that bribery and corruption are punishable by imprisonment and a fine. If our company is discovered to have taken part in corrupt activities, we may be subjected to an unlimited fine, be excluded from tendering for public contracts, and face serious damage to our reputation. It is with this in mind that we commit to preventing bribery and corruption in our business, and take our legal responsibilities seriously.

3.4 SOFTWARE HOUSE "PERSEUS" shall promptly give written notice to its partners of all acts of unfair competition or infringement IP rights.

3.5 SOFTWARE HOUSE "PERSEUS" will immediately inform authorized law enforcement bodies about all the cases which come to its knowledge whereby this Policy is violated.

3.6 SOFTWARE HOUSE "PERSEUS" shall conduct business in a manner that will reflect favourably on the Technology, the Products and the reputation and avoid any deceptive or unethical practices or advertising that is or might be detrimental to SOFTWARE HOUSE "PERSEUS" and or its partners and customers.

#### **4. Who is covered by the policy?**

4.1 This policy applies to all employees (whether temporary, fixed-term, or permanent), consultants, contractors, trainees, seconded staff, home workers, casual workers, agency staff, volunteers, interns, agents, sponsors, or any other person or persons associated with us (including third parties), or any of our subsidiaries or their employees, no matter where they are located (within or outside of the Russian Federation).

4.2 In the context of this policy, third-party refers to any individual or organization our company meets and works with. It refers to actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies – this includes their advisors, representatives and officials, politicians, and public parties.

4.3 Any arrangements our company makes with a third party is subject to clear contractual terms, including specific provisions that require the third party to comply with basic, internationally recognized standards and procedures relating to anti-bribery and corruption.

## **5. Definition of bribery**

- 5.1 Bribery refers to the act of offering, giving, promising, asking, agreeing, receiving, accepting, or soliciting something of value or of an advantage so to induce or influence an action or decision.
- 5.2 A bribe refers to any inducement, reward, or object/item of value offered to another individual in order to gain commercial, contractual, regulatory, or personal advantage.
- 5.3 Bribery is not limited to the act of offering a bribe. If an individual is on the receiving end of a bribe and they accept it, they are also breaking the law.
- 5.4 Bribery is illegal. Employees must not engage in any form of bribery, whether it be directly, passively (as described above), or through a third party (such as an agent or distributor). They must not bribe a foreign public official anywhere in the world. They must not accept bribes in any degree and if they are uncertain about whether something is a bribe or a gift or act of hospitality, they must seek further advice from the company's compliance manager.



## 6 What is and what is NOT acceptable

6.1 This section of the policy refers to 4 areas:

- Gifts and hospitality.
- Facilitation payments.
- Political contributions.
- Charitable contributions.

### 6.2 Gifts and hospitality

SOFTWARE HOUSE "PERSEUS" accepts normal and appropriate gestures of hospitality and goodwill (whether given to/received from third parties) so long as the giving or receiving of gifts meets the following requirements:

- a. It is not made with the intention of influencing the party to whom it is being given, to obtain or reward the retention of a business or a business advantage, or as an explicit or implicit exchange for favours or benefits.
- b. It is not made with the suggestion that a return favour is expected.
- c. It is in compliance with local law.
- d. It is given in the name of the company, not in an individual's name.
- e. It does not include cash or a cash equivalent (*e.g.* a voucher or gift certificate).
- f. It is appropriate for the circumstances (*e.g.* giving small gifts around Christmas or as a small thank you to a company for helping with a large project upon completion).
- g. It is of an appropriate type and value and given at an appropriate time, taking into account the reason for the gift.
- h. It is given/received openly, not secretly.
- i. It is not selectively given to a key, influential person, clearly with the intention of directly influencing them.
- j. It is not above a certain excessive value, as pre-determined by the company's compliance manager (usually in excess of 5000 Russian rubles).
- k. It is not offer to, or accepted from, a government official or representative or politician or political party, without the prior approval of the company's compliance manager.

6.3 Where it is inappropriate to decline the offer of a gift (i.e. when meeting with an individual of a certain religion/culture who may take offence), the gift may be accepted so long as it is declared to the compliance manager, who will assess the circumstances.

**6.4** SOFTWARE HOUSE "PERSEUS" recognizes that the practice of giving and receiving business gifts varies between countries, regions, cultures, and religions, so definitions of what is acceptable and not acceptable will inevitably differ for each.

6.4 As good practice, gifts given and received should always be disclosed to the compliance manager. Gifts from suppliers should always be disclosed.

6.5 The intention behind a gift being given/received should always be considered. If there is any uncertainty, the advice of the compliance manager should be sought.

## **6.6 Facilitation Payments and Kickbacks**

SOFTWARE HOUSE "PERSEUS" does not accept and will not make any form of facilitation payments of any nature. We recognize that facilitation payments are a form of bribery that involves expediting or facilitating the performance of a public official for a routine governmental action. We recognize that they tend to be made by low level officials with the intention of securing or speeding up the performance of a certain duty or action.

6.8 SOFTWARE HOUSE "PERSEUS" does not allow kickbacks to be made or accepted. We recognize that kickbacks are typically made in exchange for a business favor or advantage.

6.9 SOFTWARE HOUSE "PERSEUS" recognizes that, despite our strict policy on facilitation payments and kickbacks, employees may face a situation where avoiding a facilitation payment or kickback may put their/their family's personal security at risk. Under these circumstances, the

following steps must be taken:

- a. Keep any amount to the minimum.
- b. Ask for a receipt, detailing the amount and reason for the payment.
- c. Create a record concerning the payment.
- d. Report this incident to your line manager.

#### **6.10 Political Contributions**

SOFTWARE HOUSE "PERSEUS" will not make donations, whether in cash, kind, or by any other means, to support any political parties or candidates. We recognize this may be perceived as an attempt to gain an improper business advantage.

#### **6.11 Charitable Contributions**

SOFTWARE HOUSE "PERSEUS" accepts (and indeed encourages) the act of donating to charities – whether through services, knowledge, time, or direct financial contributions (cash or otherwise) – and agrees to disclose all charitable contributions it makes.

6.12 Employees must be careful to ensure that charitable contributions are not used to facilitate and conceal acts of bribery.

6.13 We will ensure that all charitable donations made are legal and ethical under local laws and practices, and that donations are not offered/made without the approval of the compliance manager.

## **7 Employee Responsibilities**

7.1 As an employee of SOFTWARE HOUSE "PERSEUS" , you must ensure that you read, understand, and comply with the information contained within this policy, and with any training or other anti-bribery and corruption information you are given.

7.2 All employees and those under our control are equally responsible for the prevention, detection, and reporting of bribery and other forms of corruption. They are required to avoid any activities that could lead to, or imply, a breach of this anti-bribery policy.

7.3 If you have reason to believe or suspect that an instance of bribery or corruption has occurred or will occur in the future that breaches this policy, you must notify the compliance manager.

7.4 If any employee breaches this policy, they will face disciplinary action and could face dismissal for gross misconduct. SOFTWARE HOUSE "PERSEUS" has the right to terminate a contractual relationship with an employee if they breach this anti-bribery policy.

## **8. Software development**

8.1 The title and ownership to the Technology and improvements usually remains with SOFTWARE HOUSE "PERSEUS". SOFTWARE HOUSE "PERSEUS" expressly reserves all privileges of ownership with respect to the Technology and improvements not expressly granted to partners and or costumers.

8.2 SOFTWARE HOUSE "PERSEUS" agree, to keep confidential and not disclose to any third party any and all confidential information of technical or commercial nature except such disclosures as may be required to be made to governmental agencies by mandatory law or regulation regarding public disclosure.

For the purposes of this policy, "Confidential Information" shall mean information, which, if disclosed in writing, is marked as confidential, and if disclosed verbally, the disclosing party within thirty (30) days after disclosure confirms and indicates that the information is confidential.

8.3 SOFTWARE HOUSE "PERSEUS" shall not directly or indirectly enter the employ of, or render any services to, any person, firm or corporation engaged in any business competitive with the business of its partners.

8.4 The SOFTWARE HOUSE "PERSEUS" agrees to indemnify and hold harmless the partners and or costumers against any claims, actions or demands alleging that the Products infringes any copyrights, patents, trade secrets or other proprietary rights of any third parties as well as resulting costs (including without limitation, punitive damages, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and reasonable legal fees, disbursements and expenses of investigation).

8.5 SOFTWARE HOUSE "PERSEUS" will acknowledge and will not infringe other's intellectual property rights.

8.6 SOFTWARE HOUSE "NICETU" offers to end users the limited warranty with respect to the Products set forth in the SOFTWARE HOUSE "PERSEUS" End User License Agreement. SOFTWARE HOUSE "PERSEUS" DOES NOT WARRANT THAT USE OF THE PRODUCTS WILL BE ERROR-FREE. SOFTWARE HOUSE "PERSEUS" s' exclusive obligation shall be as stated in the SOFTWARE HOUSE "PERSEUS" End User License Agreement for such nonconforming Products. In SOFTWARE HOUSE "PERSEUS" s' sole discretion, (i) to replace that copy of the Product with one that

conforms to the specifications, (ii) to use diligent efforts to provide end users with a correction of the defect, or (iii) to refund to end users the royalties paid on the Product. Defects in the Product shall be reported to SOFTWARE HOUSE "PERSEUS" in a form to enable it to verify, diagnose and correct the defect. THE FOREGOING IS END-USERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY SOFTWARE HOUSE "PERSEUS" WITH RESPECT TO THE PRODUCTS.

The warranty set forth above shall not apply to any Product which has been modified, repaired or altered, except by SOFTWARE HOUSE "PERSEUS" , or which has not been maintained in accordance with any operation instructions supplied by SOFTWARE HOUSE "PERSEUS" , or which has been subjected to misuses, abuse, negligence or accidents.

8.7 SOFTWARE HOUSE "PERSEUS" SHALL NOT DISASSEMBLE or REVERSE-ENGINEER THIRD-PARTY'S SOFTWARE.

8.8 SOFTWARE HOUSE "PERSEUS" will use open-source code according to applicable licenses and or standards.

8.9 THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SOFTWARE HOUSE "PERSEUS" IN CONNECTION WITH THE SOFTWARE. SOFTWARE HOUSE "PERSEUS" DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## **9. INTERNATIONAL BUSINESS**

9.1 SOFTWARE HOUSE "PERSEUS" agree that they do not intend nor will they, directly or indirectly, export or re-export (i) any Confidential Information, or (ii) any Product (or any part thereof) to (A) any country that is subject to U.S., EU, Russia export restrictions, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (B) to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (C) to any end-user who has been prohibited from participating in U.S., EU, Russia export transactions by any authorized agency.

9.2 Any international partner shall regularly and continuously inform SOFTWARE HOUSE "PERSEUS" of any and all requirements of laws, statutes, ordinances, rules and regulations of any and all governmental and or quasi-governmental authorities directly or indirectly affecting, use or distribution of the SOFTWARE HOUSE "PERSEUS" s' trade name, trademarks or other commercial or intellectual property interests.

## **10 What happens if I need to raise a concern?**

10.1 This section of the policy covers 3 areas:

- a. How to raise a concern.
- b. What to do if you are a victim of bribery or corruption.
- c. Protection.

### **10.2 How to raise a concern.**

If you suspect that there is an instance of bribery or corrupt activities occurring in relation to SOFTWARE HOUSE "PERSEUS", you are encouraged to raise your concerns at as early as possible. If you're uncertain about whether a certain action or behavior can be considered bribery or corruption, you should speak to your line manager, the compliance manager, the director, or the Head of Governance and Legal.

10.3 SOFTWARE HOUSE "PERSEUS" will familiarize all employees with its whistleblowing procedures so employees can vocalize their concerns swiftly and confidentially.

### **10.4 What to do if you are a victim of bribery or corruption**

You must tell your compliance manager as soon as possible, if you are offered a bribe by anyone, if you are asked to make one, if you suspect that you may be bribed or asked to make a bribe in the near future, or if you have reason to believe that you are a victim of another corrupt activity.

### **10.5 Protection**

If you refuse to accept or offer a bribe or you report a concern relating to potential act(s) of bribery or corruption, SOFTWARE HOUSE "PERSEUS" understands that you may feel worried about potential repercussions. SOFTWARE HOUSE "PERSEUS" will support anyone who raises concerns in good faith under this policy, even if investigation finds that they were mistaken.

10.6 SOFTWARE HOUSE "PERSEUS" will ensure that no one suffers any detrimental treatment as a result of refusing to accept or offer a bribe or other corrupt activities or because they reported a concern relating to potential act(s) of bribery or corruption.



10.7 Detrimental treatment refers to dismissal, disciplinary action, treats, or unfavorable treatment in relation to the concern the individual raised.

10.8 If you have reason to believe you've been subjected to unjust treatment as a result of a concern or refusal to accept a bribe, you should inform your line manager or the compliance manager immediately.

## **11 Training and communication**

11.1 SOFTWARE HOUSE "PERSEUS" will provide training on this policy as part of the induction process for all new employees. Employees will also receive regular, relevant training on how to adhere to this policy, and will be asked annually to formally accept that they will comply with this policy.

11.2 SOFTWARE HOUSE "PERSEUS"'s anti-bribery and software development Policy will be clearly communicated to all suppliers, contractors, business partners, and any third-parties at the outset of business relations, and as appropriate thereafter.

11.3 SOFTWARE HOUSE "PERSEUS" will provide relevant anti-bribery and corruption training to employees etc. where we feel their knowledge of how to comply with the Bribery Act needs to be enhanced. As good practice, all businesses should provide their employees with anti-bribery training where there is a potential risk of facing bribery or corruption during work activities.

## **12. Record keeping**

12.1 SOFTWARE HOUSE "PERSEUS" will keep detailed and accurate financial records, and will have appropriate internal controls in place to act as evidence for all payments made. We will declare and keep a written record of the amount and reason for hospitality or gifts accepted and given, and understand that gifts and acts of hospitality are subject to managerial review.

**13. Monitoring and reviewing**

13.1 SOFTWARE HOUSE "PERSEUS" 's compliance manager is responsible for monitoring the effectiveness of this policy and will review the implementation of it on a regular basis. They will assess its suitability, adequacy, and effectiveness.

13.2 Internal control systems and procedures designed to prevent bribery and corruption are subject to regular audits to ensure that they are effective in practice.

13.3 Any need for improvements will be applied as soon as possible. Employees are encouraged to offer their feedback on this policy if they have any suggestions for how it may be improved. Feedback of this nature should be addressed to the compliance manager.

13.4 This policy does not form part of an employee's contract of employment and SOFTWARE HOUSE "PERSEUS" may amend it at any time so to improve its effectiveness at combatting bribery and faire software business promotion.