

**VANTAGE DRILLING INTERNATIONAL**  
**ANTI-CORRUPTION COMPLIANCE PROCEDURES**

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## **I. PURPOSE AND SCOPE**

It is the policy of Vantage Drilling International (“Vantage” or the “Company”) to conduct its worldwide operations ethically and in compliance with US and applicable foreign laws. The Anti-Corruption Compliance Policy (the “Policy”) and the Anti-Corruption Compliance Procedures (“Anti-Corruption Procedures” or “Procedures”) which form part of the Policy apply to all Company officers, directors, and employees (“Company Personnel”) and, where appropriate and necessary, outside parties acting on behalf of the Company or associated persons, including but not limited to agents and intermediaries; employees of any affiliate, subsidiary, or other entity controlled by the Company, temporary agency personnel; consultants; representatives; distributors; teaming partners; contractors and suppliers; consortia; and joint-venture partners (collectively “Transaction Partners”) wherever located.

The Anti-Corruption Procedures set forth below provide the practices and procedures, including procedures regarding the US Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act (“UK ACT”), which all Company Personnel and Transaction Partners must follow in connection with:

- Due Diligence Procedures;
- Business Courtesies;
- Travel and Lodging;
- Facilitating Payments;
- Training, Social Responsibility Programs, and Contributions; and
- Monitoring Compliance.

The Procedures should be interpreted and implemented in accordance with the Company’s Anti-Corruption Compliance Policy. Capitalized terms not defined in these Procedures have the meaning assigned to them in **Section IV** of the Policy.

These Procedures outline in detail the steps that Company Personnel and Transaction Partners must take prior to engaging in certain transactions. Many such transactions require the completion of the forms attached as annexes to these Procedures. For ease of reference, the following documents pertain to the following types of transactions:

- **Annex A: Due Diligence Questionnaire:** engagement of prospective Transaction Partners;
- **Annex B: Due Diligence Evaluation Form:** engagement of prospective Transaction Partners;
- **Annex C: Pre-Approval Request Form for Business Courtesies and Travel and Lodging:** requests by Company Personnel to extend business courtesies and travel and lodging;

- **Annex D: Pre-Approval Request For Facilitating Payments and Contributions:** requests by Company Personnel to provide training, contributions or Facilitating Payments;
- **Annex E: Annual Personnel Questionnaire and Certification:** certification by Company Personnel; and
- **Annex F: Contractual Provisions:** contract terms for the engagement of prospective Transaction Partners.

## **II. DUE DILIGENCE PROCEDURES**

When the Company is considering the engagement of a third-party representative or any other Transaction Partner, Company Personnel should conduct due diligence in order to assess and evaluate any potential FCPA and UK ACT concerns or issues. Transaction Partners should also be counseled on compliance with the Policy and these Procedures, and should be instructed on how to obey the laws of the US, the UK and other countries related to matters covered by the Policy and these Procedures.

Specifically, prior to retaining or entering into a business relationship with a Transaction Partner, and prior to the proposed Transaction Partner doing any work for the Company regarding the proposed transaction or service, proper due diligence must be completed (as further described below). No Transaction Partner may conduct any business on the Company's behalf until a written agreement has been executed by the Transaction Partner and the Company.

### *Level One Due Diligence.*

*Forms to be Completed Regarding Prospective Transaction Partners:* Prior to doing, or agreeing to do, business with any prospective Transaction Partner, Company Personnel managing the Company's relationship with the prospective Transaction Partner shall:

- (1) require the potential Transaction Partner to complete the Due Diligence Questionnaire and Compliance Certificate (attached as **Annex A**);
- (2) complete the Due Diligence Evaluation Form (attached as **Annex B**);
- (3) prepare a draft written agreement between the Company and the prospective Transaction Partner, ensuring that the draft agreement contains the contractual terms included in **Annex F**;
- (4) send the completed Due Diligence Questionnaire and Compliance Certificate; the completed Due Diligence Evaluation Form; and the draft written agreement with the prospective Transaction Partner to the Company's Chief Compliance Officer and Legal Department for review and approval; and
- (5) obtain from the Chief Compliance Officer written approval (via email or any other writing) to engage or do business with the Transaction Partner.

*The Chief Compliance Officer:* The Chief Compliance Officer may not approve an agreement with any Transaction Partner unless all issues identified by the due diligence have been positively resolved. To approve the due diligence conducted, the Chief Compliance Officer must sign the Due Diligence Evaluation Form. These forms plus written approval of the Transaction Partner by the Chief Compliance Officer and any other materials supporting the due diligence effort must be maintained in the files of the Chief Compliance Officer until five (5) years after the Transaction Partner has ceased doing business with the Company.

*Red Flags Raised During Due Diligence:* If Red Flags concerning potential violations of the FCPA, UK Act, another country's anti-corruption laws or other ethical obligations are raised during Level One Due Diligence, the Chief Compliance Officer shall have the discretion to disqualify the prospective Transaction Partner from doing business with the Company or require Level Two Due Diligence.

*Level Two Due Diligence.*

The Company may take any additional steps deemed necessary to address potential compliance risks in connection with a relationship with any Transaction Partner. Depending on the circumstances, the Company may:

- Engage local counsel, accountants, consultants or knowledgeable references (*e.g.*, other companies doing business with the prospective Transaction Partner) to provide background information on the prospective Transaction Partner.
- Conduct an in-depth investigation of the prospective Transaction Partner with the assistance of internal Company resources or outside consultants.
- In determining whether additional steps are necessary, Company Personnel involved should consider:
  - the location of the potential business opportunity;
  - the extent to which the potential Transaction Partner is expected to interact with Foreign Officials and Covered Recipients;
  - the structure and terms of the transaction (*e.g.*, whether there is a need for a local partner); and/or
  - whether a commission will be paid to a representative, and the proposed rate of that commission.

In connection with any existing business venture, any or all of the above mentioned steps may need to be performed or repeated upon the emergence of a previously unknown Red Flag.

The Chief Compliance Officer shall maintain records of Level Two Due Diligence in the same manner as set forth above with regard to Level One Due Diligence.

### **III. BUSINESS COURTESIES**

As a general matter, Company Personnel must take great care to ensure that the provision of business courtesies, such as meals, gifts, and entertainment, does not create the appearance of impropriety. Such courtesies must be reasonable and directly related to a legitimate business purpose as described in the Policy; that is, they are directly related to business discussions, the demonstration, promotion, or explanation of the Company's products or services, or the fulfillment of a contractual obligation related to the Company's products or services. No Payment may be made for a business courtesy that is unlawful under US or other applicable law.

No Payment should be made for business courtesies if the Payment is inconsistent with any relevant contractual language. If there is doubt about the permissibility of a particular business courtesy (Gift or Payment) to a Foreign Official or another Covered Recipient, an Opinion from the Department of Justice may be sought in advance of undertaking the transaction.

Company Personnel shall not use their own funds (*i.e.*, ones for which they will not seek reimbursement from the Company) to provide business courtesies. In addition, adequate controls must be in place to ensure compliance with these Procedures and to spot deviations that can be quickly remedied.

#### **A. Meals**

Provided the legitimate business purpose requirement is met and the Payment is otherwise permissible under the written laws of the country in which it is to be made, Company Personnel may provide certain business meals to individuals without written pre-approval. Such business meals must be valued at or below the levels indicated below under Tiered Hospitality Guidelines (specified by country in the Policy and below) and may not be provided to the same individual more than six (6) times per year. All expenditures for meals must be clearly and accurately reflected in expense reports, as well as in the Company's books and records. Company Personnel must obtain prior approval from the Chief Compliance Officer (using the form attached as **Annex C**) for business meals having a value greater than the levels indicated under the Tiered Hospitality Guidelines per person and/or exceeding the frequency requirement (*i.e.*, no more than six (6) times to the same individual per year). In rare circumstances, after-the-fact approval may be given with proper explanation and documentation.

#### **B. Gifts**

In limited circumstances, Company Personnel may give gifts. Generally, the gift must be connected to the promotion of the Company's products or services or a small token gift consistent with local custom. All gifts must be approved pursuant to the Policy and these Procedures. All gifts must be clearly and accurately reflected in expense reports, as well as in the Company's books and records.

Under the Policy and these Procedures, Company Personnel are permitted to give Company-branded items and other modest gift items with a value less than \$50 USD (*e.g.*, hats, paper weights, USB devices, and other similar, inexpensive Company-branded items) in the normal course of business, so long as they are provided to the same person no more than four (4) times per year. Other than giving such inexpensive items in reasonably limited quantity and

frequency, it is impermissible to provide gifts unless Company Personnel shall have first:

- determined that the proposed gift is permitted under applicable Company policies and procedures;
- submitted a written request to the Chief Compliance Officer seeking permission to make the gift using the form attached to these Procedures as **Annex C**; and
- received written approval from the Chief Compliance Officer. Approval will only be provided after it is determined that the gift is permissible under applicable laws and regulations.

In general, gifts to Foreign Officials or other Covered Recipients will only be permitted where:

- the gift is made as a courtesy or token of regard or esteem, or in return for hospitality and the cost of the item is reasonable and is in line with local customs, such as giving mooncake on Chinese New Year or moderately-valued gift hampers at holidays in other parts of the world;
- the gift bears the Company's name or logo and/or is of nominal value;
- the ceremonial value of the item exceeds its intrinsic value; and
- the gift is given openly rather than secretly.

The request for approval and documentation of the expenditures under this Section shall be made in accordance with the form attached to these Procedures as **Annex C**. All expenditures for gifts must be clearly and accurately reflected in expense reports, as well as in the Company's books and records.

### **C. Entertainment**

In many countries, it is illegal to provide entertainment for Foreign Officials and other Covered Recipients. In general, the payment of entertainment expenses on behalf of Foreign Officials and other Covered Recipients will be permitted only if:

- The Payment is permissible under the written laws of the country in which the Payment will be made.
- The amount of the expenditure is reasonable, and not lavish or excessive. A good measure of reasonableness is the balance between the business purpose for which expenses are paid, the position held by the recipient, and the entertainment and leisure activities provided. (For example, a half-day meeting does not justify four days of golf in the Caribbean).
- The expenditure has a legitimate business purpose.

The request for approval and documentation of the expenditures under this Section shall be made in accordance with the form attached to these Procedures as **Annex C**. All expenditures for gifts must be clearly and accurately reflected in expense reports, as well as in the Company's books and records.

The Company recognizes that what is reasonable may differ from one location to the next based on the cost of living in a particular location, traditions and customs in different locations, and other factors. The Company has therefore developed Tiered Hospitality Guidelines (the "Guidelines") to provide specific guidance that Company Personnel must follow when providing Payments or Gifts to a Foreign Official or other Covered Recipients. Under these Guidelines, locations have been divided into two tiers, each of which includes a maximum dollar value that should not be exceeded without specific prior authorization from the Chief Compliance Officer.

The tiers (*see below*) may be updated regularly so you should contact the Chief Compliance Officer before providing any Payments or Gifts to a Foreign Official.

**Please contact the Chief Compliance Officer at 281-404-4700 if you have any questions or would like to request pre-approval of Payments or Gifts.**

**Tiered Hospitality Guidelines for  
Countries in Which Vantage May  
Conduct Business**

**TIER**

**COUNTRIES**

**Tier One Limits:**

**Meals and Entertainment - \$75.00 per person**

**Gifts - \$50.00 per person**

Bahrain, Brazil, Cameroon, Canada, Congo, Czech Republic, Croatia, Gabon, Ghana, India, Israel, Ivory Coast, Jordan, Kuwait, Latvia, Lithuania, New Zealand, Nigeria, Oman, Pakistan, Poland, Portugal, Romania, Qatar, Saudi Arabia, South Africa, South Korea, Taiwan, Thailand, Tobago, Togo, Trinidad, Tunisia, Turkey

**Tier Two Limits**

**Meals and Entertainment - \$150.00 per person**

**Gifts - \$50.00 per person**

Argentina, Australia, Austria, Belgium, China, Croatia, Cyprus, Denmark, Finland, France, Germany, Greece, Greenland, Hong Kong, Iceland, Indonesia, Ireland, Liechtenstein, Luxembourg, Italy, Japan, Malaysia, Monaco, Netherlands, Norway, Russia, Singapore, Spain, Sweden, Switzerland, UAE, United Kingdom, Venezuela, Vietnam

**These Tiered Guidelines may be revised from time to time due to currency fluctuations and cultural norms.**



#### **D. Recordkeeping**

All Company Personnel are required to accurately account for expenditures to or on behalf of Foreign Officials, or to any other recipient (including a Covered Recipient), in the Company's books and records with sufficient detail to explain full particulars of the transaction, including a copy of written approval from the Chief Compliance Officer, if applicable. Expense reimbursements must be supported by appropriate receipts or other documentation reflecting the nature of the expense reimbursed.

All records, reports, and documents related to steps taken by Company Personnel to obtain approval for business courtesies to Foreign Officials and other Covered Recipients, as well as approvals and any other documents prepared by the Company or Company Personnel in such matters, should be maintained by the Chief Compliance Officer and in accordance with the Company's existing record retention policies.

### **IV. TRAVEL AND LODGING**

#### **A. Overview**

As discussed in the Policy, the Company may make Payments for Foreign Officials' or other Covered Recipients' travel and/or lodging provided the legitimate business purpose requirement is met and the Payment is otherwise permissible under the written laws of the country in which it is to be made. The Chief Compliance Officer's written pre-approval is required before travel and/or lodging may be provided to a Foreign Official or other Covered Recipient. Company Personnel must submit requests for travel and/or lodging, using the form provided in **Annex C**, not less than ten (10) days prior to the date on which the travel is to commence.

Reasonable and bona fide travel and/or lodging expenses are limited to expenses for a direct itinerary from the Foreign Official's or Covered Recipient's point of origin to the Company facility, training location, *etc.* The Company shall not pay for side trips (*e.g.*, a weekend trip to Disneyland or other tourist attraction). Moreover, under no circumstances shall the Company provide travel and lodging for the spouse, child, close family member, or other companion of a Foreign Official or other Covered Recipient. Company Personnel shall not use their own funds (*i.e.*, ones for which they will not seek reimbursement from the Company) to provide travel and lodging (including upgrades) for Foreign Officials or other Covered Recipients.

**If the Chief Compliance Officer approves the travel and/or lodging (and associated business courtesies), appropriate Company Personnel must send the Foreign Official's or Covered Recipient's employer a letter setting forth the business purpose and financial arrangements for the trip. Company Personnel must send a copy of the letter to the Chief Compliance Officer.**

#### **B. Specific Restrictions**

*Selection of Invitee:* Company Personnel should not extend any travel invitation to a Foreign Official or any other Covered Recipient unless he or she has requested that the relevant government or agency, rather than the Company, select the officials who will be provided the travel and lodging.

*Class of Travel and/or Lodging:* All travel and lodging provided by the Company must be reasonable. The Foreign Official or Covered Recipient must provide the Company with written support from his or her employer for anything other than economy class travel and/or accommodations of more than a modest value.

*Business Courtesies Provided in Conjunction with Travel and/or Lodging:* All business courtesies provided in connection with travel and/or lodging must separately comply with the requirements of **Section III** of the Procedures.

*Per Diems:* Per Diem payments or cash distributions for recipients to pay for their expenses are not permitted.

*Payments for Expenses:* The Foreign Official's or Covered Recipient's expenses must be paid directly by the Company to the provider and not to the Foreign Official or Covered Recipient (not even as reimbursement).

## **V. PERMITTED FACILITATING PAYMENTS**

### **A. Limited Authorization to Make Facilitating Payments**

Although the FCPA permits Facilitating Payments under certain circumstances, Facilitating Payments are expressly prohibited under the UK ACT and the Company generally prohibits Company Personnel from making such payments. Known also as "grease payments," Facilitating Payments are made to induce Foreign Officials to expedite or secure the performance of routine, non-discretionary governmental functions they are ordinarily obligated to perform., e.g., processing permits, licenses, and other official documents; providing routine government services (such as police protection, mail pick-up and delivery, activating telephone and other utility accounts); and carrying out other actions of a similar nature.

There is no monetary threshold delineating when a Facilitating Payment crosses into the category of bribery, but generally a Facilitating Payment is a small amount paid for an action that (i) the Foreign Official ordinarily performs, and (ii) the Company is entitled to under the laws of that country. Under the Policy and Procedures, Facilitating Payments are prohibited unless approved in writing in advance by the Company's Compliance Officer. In most countries, Facilitating Payments are illegal. For purposes of these Procedures, in rare cases in which the Compliance Officer approves the payment of Facilitating Payments, the Facilitating Payments:

- never include Payments made to assist in obtaining or retaining business or to secure an improper benefit;
- may only be made as summarized below with prior approval from the Chief Compliance Officer; and
- must be fairly and accurately described and recorded in the Company's books and records.

All records, reports, and documents related to permitted Facilitating Payments, as well as approvals and any other documents prepared by the Company in such matters, must be maintained in accordance with the Company's record retention policies.

**B. Facilitating Payments: Approval Process**

**While Facilitating Payments are prohibited, under limited circumstances, the Company's Compliance Officer *may* grant approval of a Facilitating Payment.** To request approval to make a Facilitating Payment, Company Personnel must submit the following information to the Chief Compliance Officer in accordance with the form attached to these Procedures as **Annex D**:

- the name, title, and other identifying information for the recipient(s) of the proposed payment;
- a description of the proposed payment, including the amount or value of the proposed payment;
- the purpose of the proposed payment;
- a description of how the proposed payment constitutes a Facilitating Payment; and
- any other information that might be relevant to considering whether or not the proposed Payment should be authorized.

The determination of whether such payment may be made rests with the Chief Compliance Officer.

**C. Extraordinary Circumstances**

The Company recognizes that Company Personnel operating outside of the US might sometimes confront situations in which seemingly non-routine payments are demanded, without advance notice or disclosure, by Foreign Officials, Covered Recipients, quasi-government officials, or persons claiming to exercise official authority. The Company recognizes that Payments may be necessary in some circumstances ("Extraordinary Circumstances"), such as the following:

- You are stopped by police, military or paramilitary personnel, or militia (uniformed or not) at designated or other checkpoints or other places and Payment is demanded as a condition of passage of persons or property;
- You are stopped at the airport by customs or passport control personnel or military personnel (uniformed or not) and Payment is demanded for entry or exit of persons or property; or
- You are asked by persons claiming to be security personnel, immigration control, or health inspectors to pay for (or to avoid) an allegedly required inoculation or other similar procedure.

In these or other similar Extraordinary Circumstances, and only where health or physical harm appears imminent, or where Company Personnel believe they or others may be in danger if payment is not made, or where Company Personnel believe that their property might be arbitrarily confiscated, damaged or otherwise compromised, such a Payment may be made without prior approval. In any such case, after a Payment is made and as soon as possible after the danger has passed, it must be reported to the Chief Compliance Officer so that it can be addressed and recorded appropriately in the Company's books and records.

## **VI. PAYMENTS FOR TRAINING, SOCIAL RESPONSIBILITY PROGRAMS, AND CHARITABLE CONTRIBUTIONS**

### **A. General**

In many of the countries in which the Company does business, the Company or its affiliate is required under its contract with the government to spend a certain amount of money (usually annually) on training of local personnel and/or social or community responsibility programs. The government often requests that the Company donate gifts in cash or in kind to various charitable or non-profit organizations in countries in which it does business. In all cases described above and in the case of all other charitable contributions, the Company must ensure that any such expenditure for a training, community or social program, charitable contribution, or political contribution does not violate the FCPA or UK ACT, the Company's policies and procedures, and local law. Therefore, it is the Company's policy that such requests must be reviewed and approved in writing by the Chief Compliance Officer before payment may be made. The form for this process is attached as **Annex D**.

If a Transaction Partner is involved in assisting in the expenditure, it must undergo the same level of due diligence scrutiny as would any other Transaction Partner to the Company. Accordingly, in all such cases of payments for social programs and charitable contributions, **Section II** of these Procedures must be followed.

### **B. Training**

Regarding requests for training from a foreign governmental entity, whether to attend a course, complete a follow-up session in the Company's office, or for any other type of training, the form attached as **Annex D** must be submitted to obtain prior approval. The following documents must be attached to the form:

- written request from the government entity for the training;
- name(s) and title(s) of the individual(s) to be trained;
- copy of the pertinent part of the contract with such governmental entity requiring training;
- accurate estimate of the training costs, including fees (if any) to the third-party entity performing the training, travel expenses, accommodations and any per diem allowances; and

- any other relevant information or as requested by the Chief Compliance Officer or Legal Department.

**C. Social Programs and Charitable Contributions**

To ensure FCPA and UK ACT compliance and compliance with local law, due diligence must be conducted on the intended recipient of a contribution. In addition to the due diligence pursuant to **Annex D**, the written opinion of the Company’s legal counsel in the affected country regarding the legality of a charitable contribution under local law and the *bona fides* (if such can be the subject of an opinion) of the intended charitable recipient may be required by the Chief Compliance Officer before approval of any charitable contribution.

**VII. PROCEDURE: MONITORING COMPLIANCE**

The Company may periodically conduct internal or external audits or other reviews of the Anti-Corruption Policy and these Procedures to determine whether they are effectively reducing the risk of violations and detecting potential violations when they occur. The Chief Compliance Officer, with advice from Company management, external auditors, and/or outside legal counsel, will determine if internal or external audits are necessary, and will be responsible for the scope and oversight of such audits.

The Company requires all Company Personnel and Transaction Partners to annually certify their compliance with the Policy and Procedures to ensure strict adherence to the provisions of and the FCPA the UK ACT, and other applicable anti-corruption laws. The compliance certificate for Company Personnel is attached as **Annex E**. The Chief Compliance Officer shall provide the compliance certificates to the Company Personnel managing such Transaction Partners or directly to the Transaction Partners. The compliance certificate for Transaction Partners is attached as **Annex B**.

Other steps as appropriate may be taken to review the Company’s compliance with the FCPA, UK ACT and other applicable laws. Particular steps the Company may authorize or undertake include the following:

- random reviews of the Company’s (and affiliates’) books and records related to transactions with Foreign Officials or other Covered Recipients under the FCPA and UK Act;
- the provision of updated training and administration of FCPA and UK Act compliance evaluations to Company Personnel responsible for FCPA and UK Act compliance; and
- interviews with Company Personnel responsible for relationships with any Transaction Partners that act on the Company’s behalf.

All audit and review reports and findings will be maintained by the Chief Compliance Officer for at least five (5) years from the date the audit or review is completed. Audit and review reports and other materials will be presented to Company management and the Vantage Drilling International Board of Directors. On the basis of that review:

- Responsibility will be delegated to appropriate Company Personnel to take prompt steps to implement any further audit recommendations as necessary.
- Appropriate steps will be taken to address compliance issues revealed through the audit or review.
- The performance of any Company Personnel involved in FCPA and UK Act compliance matters will be assessed. Based on that assessment, Company management may take appropriate steps - including rewarding or penalizing certain personnel - to address individuals' job performance with respect to compliance, as well as individuals' overall commitment to compliance.
- Company management will monitor the implementation of changes made pursuant to the audit findings and reports, including making changes to the Company's audit procedures based on recommendations and other findings from the audit.

\* \* \* \* \*

If any questions or concerns about the Policy or these Procedures arise, Company Personnel should contact their supervisor, the Company Compliance Officer, the Company Legal Department, or the Audit Committee of Vantage Drilling International's Board of Directors.

Chief Executive Officer  
Vantage Drilling International

**ANNEX A**

**Due Diligence Questionnaire**

**For the most recent version of the Due Diligence Questionnaire, please contact:**

Chief Compliance Officer  
**Vantage Drilling International**  
777 Post Oak Blvd., Suite 800  
Houston, TX 77056  
Phone: (281) 404-4700  
Fax: (281) 404-4749

## ANNEX B

### Due Diligence Evaluation Form

Company Personnel responsible for managing a relationship with a prospective Transaction Partner must complete and submit the completed form to the Chief Compliance Officer for approval.

The purpose of this due diligence is to obtain detailed information about the Transaction Partner; its past and present business operations; its financial condition and past financial dealings; its owners, directors, and senior managers; its affiliation with other entities; and other pertinent information. The information obtained through the process will be used to identify risk factors and perform additional background checks regarding the potential Transaction Partner, as warranted.

1. What is the business purpose to be served by the prospective Transaction Partner?

2. Describe the nature and reputation of the Transaction Partner (*e.g.*, is the prospective Transaction Partner well-known and familiar to the Company?).

3. Please append Anti-Corruption certifications from the Transaction Partner, including from all essential personnel (*e.g.*, directors, managers, contract supervisors, field supervisors).

Completed By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*The remainder of the Due Diligence Evaluation will be completed by the Chief Compliance Officer.*



**Background Checks**

4. Conduct document or public record searches (e.g., search corporate records to identify and review the Transaction Partner’s wholly owned subsidiaries, principals, directors, senior managers and individual corporate shareholders).

Please identify the types of documents and public records searched.

--

5. Based on the document and public record searches, please provide the following information about the Transaction Partner.

Wholly Owned Subsidiaries	
Principals	
Directors	
Senior Managers	
Corporate Shareholders (if applicable)	

6. Search Google®, Lexis-Nexis®, and/or other databases to determine whether there is any indication of unethical activity or other circumstances that may require further inquiry with respect to the Transaction Partner and its wholly owned subsidiaries, and its principals, directors, senior managers, and individual corporate shareholders.

Please identify the databases searched.

--

Please summarize the results of the searches below.

*Please append relevant information revealed by the searches.*

7. Have FCPA certifications been obtained from the Transaction Partner, including from all essential personnel (e.g., directors, managers, contract supervisors, field supervisors) employed by the prospective Transaction Partner?

Yes  No

8. Please provide any other relevant information obtained during the due diligence process.

**Approval**

I have reviewed the Due Diligence Questionnaire and Evaluation Form.

- Based on the due diligence conducted, I approve engaging this prospective Transaction Partner.
- Level Two Due Diligence must be completed on this prospective Transaction Partner before it may be engaged.
- This prospective Transaction Partner is disqualified from doing business with the Company.

Chief Compliance Officer: \_\_\_\_\_

Comments:

**ANNEX C**

**Pre-Approval Request Form for  
Business Courtesies and Travel and Lodging**

Vantage Drilling International and its subsidiary and affiliate companies (“Vantage” or the “Company”) require that Company Personnel use this form to request approval before providing meals, gifts, entertainment, travel or lodging expenses for any Foreign Official or Covered Recipient (as those terms are defined in the Anti-Corruption Compliance Policy).

Business meals and gift items valued at or below the levels indicated under Tiered Hospitality Guidelines set forth in Section III Business Courtesies in the Company’s Procedures per person may be provided to the same person no more than six (6) times per year. All other requests must be approved by the Chief Compliance Officer before any business courtesy or travel and/or lodging may be provided.

1. To whom is the business courtesy and/or travel and/or lodging being given?

Name	Position	Organization/Company

a. Is this individual a decision maker for his/her organization or does he/she influence decision makers?

YES  NO

b. Does this individual have regulatory authority over Vantage?

YES  NO

c. Has this individual made any decisions with regard to Vantage within the past 12 months? Is he/she expected to do so within the next 12 months?

YES  NO

If yes, please explain.

- d. Has a business courtesy and/or travel and/or lodging been provided to this individual within the calendar year?

YES  NO

If yes, please provide a description of the business courtesy and/or travel and/or lodging.

- e. Is the Company currently working on a project with the individual's agency/company?

YES  NO

If yes, please provide a description of the project.

- f. Is the Company currently bidding or planning to bid within the next 12 months on new work for this agency/company?

YES  NO

If yes, please provide details.

2. Date(s) of proposed travel, lodging, and/or entertainment

Start Date	End Date

3. Destination

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4. Proposed Expenditures (Specify the name(s) of the person(s) for whom each expenditure is proposed.)

<b>Flights</b>	
Cost	
Class Details (economy/business/first)	
Journey Details (describe route)	

<b>Train</b>	
Cost	
Class Details (economy/business/first)	
Journey Details (describe route)	

<b>Rental Car/Taxi Vouchers</b>	
Cost	
If rental car, length of rental period	
If taxi vouchers, number to be issued	

<b>Hotel</b>	
Name	
Cost	
Duration Details (number of nights)	

<b>Entertainment</b>	
Type (describe)	
Venue(s)	
Cost	

<b>Meals</b>	
Hotel (number and combined cost)	
Outside Hotel (number and combined cost)	

<b>Gifts (Please itemize.)</b>	
Description of Gift(s)	
Market Value	
Cost	
Country in Which Gift(s) Will Be Given	

<b>Other</b>	
Additional Expenses	

5. Is there a contract with the entity or company that requires this expenditure?

YES  NO

*If yes, please append a copy of the relevant contract and note the applicable provision.*

6. Business Purpose of the Proposed Expenditures

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*Please append any documentation that supports the business purpose of the proposed expenditures, such as a copy of a training course schedule.*

7. Were these expenditures requested by anyone?

YES  NO

If yes, please provide the following information about the requestor.

Name	Position	Organization/Company

9. Other Important Details Regarding the Expenditures

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10. Will per diems of any type be paid?

YES  NO

Requested By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Approval**

Chief Compliance Officer: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:



**ANNEX D**

**Pre-Approval Request Form for  
Facilitating Payments and Contributions**

Vantage Drilling International and its subsidiary and affiliate companies (“Vantage” or the “Company”) require that all charitable contributions, political contributions, and Facilitating Payments be approved in advance by the Compliance Officer prior to offering or making the contribution or Facilitating Payment.

1. This request is to make a:

**Contribution**       **Facilitating Payment**

2. Vantage Entity, Location of Vantage Entity, and Location Where Contribution or Facilitating Payment Is to Be Made:

Company Entity	Location of Vantage Entity	Location Where Contribution or Facilitating Payment Is to Be Made

3. Name of Individual, Title of Individual, and Name of Organization to Receive Contribution or Facilitating Payment

Name	Title	Organization / Company	Other Identifying Information

a. Is this individual a decision maker for his/her organization or does he/she influence decision makers?

YES       NO

b. Does this individual have regulatory authority over Vantage?

YES       NO

c. Has this individual made any decisions with regard to Vantage within the past 12 months? Is he/she expected to do so within the next 12 months?

YES       NO

If yes, please explain.

d. Has a contribution or Facilitating Payment been provided to this individual or organization within the calendar year?

YES  NO

If yes, please provide details.

e. Is the Company currently working on a project with the individual's agency/company?

YES  NO

If yes, please provide a description of the project.

f. Is the Company currently bidding or planning to bid within the next 12 months on new work for the individual's agency/company?

YES  NO

If yes, please provide details.

4. Were these expenditures requested by anyone?

YES  NO

If yes, please provide the following information about the requestor.

Name	Position	Organization/Company

5. Purpose of Proposed Contribution or Facilitating Payment

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6. Description of the Proposed Contribution or Facilitating Payment

Amount or Value	Payment Method (Cash, Check, Wire Transfer, Other)

7. If the contribution or Facilitating Payment is recurring (*i.e.*, the same organization or individual(s) have received a contribution or Facilitating Payment, or either has been requested within the prior twelve (12) months for the same individual or organization), please provide such information.

Type (Contribution or Facilitating Payment)	Purpose	Amount or Value	Payment Method	Date Given
Other Information:				

8. If the proposed Payment will be a Facilitating Payment, please describe how it constitutes a Facilitating Payment.

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9. Please provide any other information that may be relevant to considering whether the proposed contribution or Facilitating Payment should be authorized.

10. Attach any supporting documentation to the completed form and return it to the Compliance Officer.

9. If the request pertains to a training, please append the following items: (1) written request from the government entity for the training; (2) name(s) and title(s) of the individual(s) to be trained; (3) a copy of the pertinent part of the contract with such governmental entity requiring training; and (4) an accurate estimate of the training costs, including fees (if any) to the third-party entity performing the training, travel expenses, accommodations and any per diem allowances.

Requested By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approval**

Compliance Officer: \_\_\_\_\_

Legal Department: \_\_\_\_\_

Contributions/Facilitating Payments are legal in location of Vantage's entity.

YES       NO

Contributions/Facilitating Payments are legal in location where the contribution or Facilitating Payment is to be made.

YES       NO

Comments:

## ANNEX E

### **Annual Vantage Drilling International Personnel Questionnaire and Certification**

**Instructions.** Vantage Drilling International and its subsidiary and affiliate companies (“Vantage” or the “Company”) are required and committed to comply with US and non-US laws applicable to its worldwide operations. The Company takes its obligations under the US Foreign Corrupt Practices Act (“FCPA”) and UK Bribery Act (“UK ACT”) very seriously. As part of the Company’s commitment to compliance, and to meet its obligations under its Policy and Procedures, the Company periodically requires Company Personnel to provide information about meetings, communications, payments, and other activities that might involve the FCPA or the UK ACT.

Accordingly, please provide the information requested below, sign the certification at the bottom of this form, and submit the completed, signed form to the Company Chief Compliance Officer. If you have any questions, please refer to the Anti-Corruption Compliance Policy or the Anti-Corruption Compliance Procedures, or contact the Chief Compliance Officer.

For the applicable period of time covered by this Questionnaire & Certification<sup>1</sup>, please summarize below any payment for a business courtesy (including meals, gifts, and entertainment), travel, lodging, or for any other purpose that you have made or have been asked to make to or for the benefit of any Foreign Official (as defined below) where such payment was not specifically authorized under the terms of an approved contract.

***Note: If such payment has previously been approved in writing by the Chief Compliance Officer, you need not report it below.***

A “Foreign Official” is an individual, regardless of rank or title, who is:

- a. An official or other employee of any government;
- b. An official or other employee of any agency, department, or instrumentality of (including companies or organizations owned or controlled by) a government;
- c. An official or other employee of any political party;
- d. A political party;
- e. An official or other employee of any public international organization;
- f. A candidate for political office;
- g. A person acting in an official capacity for or on behalf of any of the above; or
- h. Any other person, while knowing that other person will offer, give, or promise any money or thing of value, directly or indirectly, to any other Foreign Official.

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<sup>1</sup> The applicable period of time covered by this Questionnaire & Certification is the period of time between today’s date and the date of the last Questionnaire & Certification you submitted or your date of hire, whichever is shorter.

**Personnel Certification**

I, \_\_\_\_\_, certify that the information provided above, or previously reported to the Chief Compliance Officer, the Legal Department and/or the Ethics Hotline, is complete and accurate to the best of my knowledge. I further certify that I have not engaged in, nor will I in the future engage in, any conduct that violates Vantage Drilling International's Anti-Corruption Compliance Policy, the Anti-Corruption Procedures, the FCPA, the UK ACT or another country's anti-corruption laws. Should I obtain information about a known or suspected violation of the Policy, the Anti-Corruption Procedures, the FCPA or another country's anti-corruption laws by any Company Personnel or Transaction Partner, I will report such a violation as directed in the Policy.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ANNEX F

### Contractual Provisions

Vantage Drilling International and its subsidiary and affiliate companies (“Vantage” or the “Company”) require that certain contractual provisions be included in every contract with a Transaction Partner. The following are samples of the contractual provisions that must be included in every contract.

\* \* \*

**[Transaction Partner]** has been retained to provide the following services to **[Company Entity]**: **[provide detailed description of the services to be provided in exchange for the fee or commission paid]**. This Agreement will terminate on **[Date]**.

All payments to **[Transaction Partner]** shall be made by check or wire transfer only.

**[Transaction Partner]** represents and warrants that it is aware of, understands and has been counseled by legal counsel on the meaning of the US Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act (“UK ACT”), as well as the Company’s Anti-Corruption Compliance Policy. **[Transaction Partner]** is familiar with the FCPA’s and the UK ACT’s prohibition of paying, offering, promising or giving anything of value, either directly or indirectly, by a company, or any person, the affairs of which or whom are directed by a US company or UK citizens, to an official of a foreign government, political party, state-owned enterprise, or public international organization for the purpose of influencing an act or decision in his official capacity, or inducing him to use his influence with the foreign government, political party, state-owned enterprise, or public international organization, or to receive any improper advantage in order to assist a company in obtaining or retaining business for or with, or directing business to, any person. **[Transaction Partner]** hereby covenants and agrees that it will comply fully with the letter and spirit of the FCPA and UK Act, regardless of the jurisdiction applicable to **[Transaction Partner]**’s activities.

***Instruction: Pursuant to this provision, the Transaction Partner must be provided with a copy of the Anti-Corruption Compliance Policy.***

To further assure compliance with these covenants, **[Transaction Partner]** agrees as follows:

- (i) **[Transaction Partner]** represents and warrants that none of its partners, owners, principals, staff members/employees or their child, spouse or other close relative is presently an official, officer or representative of any foreign government or political party or candidate for political office;
- (ii) **[Transaction Partner]** warrants that it has not to date offered, given or promised any prohibited payment under the FCPA or the UK ACT in connection with establishing or maintaining any business, entering into or securing any necessary approvals or engaging in any other business-related activity on behalf of **[Company Entity]**;

- (iii) **[Transaction Partner]** covenants that it will not take any action which would constitute a violation of any law of the various jurisdictions in which it performs services or conducts business, or of the United States or United Kingdom, including the FCPA or the UK ACT **[Company Entity]** represents that it does not desire and covenants that it will not request any service or action by **[Transaction Partner]** which would or might constitute any such violation;
- (iv) **[Transaction Partner]** covenants that it will not take any action which would constitute a violation of the Company's Anti-Corruption Compliance Policy.
- (v) **[Transaction Partner]** represents and warrants that its participation in this Agreement will be permitted under the local laws of any jurisdiction in which it may perform any services related to this Agreement;
- (vi) **[Transaction Partner]** covenants that it will not attempt to obligate **[Company Entity]** to third parties with whom **[Transaction Partner]** may interact in performing this Agreement, except as approved in writing;
- (vii) **[Transaction Partner]** agrees that it shall maintain all books and records, including but not limited to accounting records, relevant to **[Transaction Partner]**'s performance under this Agreement at its principal place of business. **[Company Entity]**, or a properly designated representative, shall be entitled to audit all books and records of **[Transaction Partner]** that **[Company Entity]** deems relevant to **[Transaction Partner]**'s performance under this Agreement at the principal place of business of **[Transaction Partner]** during normal business hours upon advance written notice so that **[Company Entity]** may confirm compliance by **[Transaction Partner]** with the terms of this Agreement. **[Transaction Partner]** understands and agrees that **[Company Entity]** may deem **[Transaction Partner]**'s entire set of accounting books and records as relevant to **[Transaction Partner]**'s performance under this Agreement and **[Transaction Partner]** agrees that it will allow **[Company Entity]** to audit such records so long as **[Company Entity]**, or its properly designated representative, agrees to maintain the confidentiality of such records that **[Company Entity]**, or its properly designated representative, deems, after review, do not pertain to **[Transaction Partner]**'s performance under this Agreement.
- (viii) **[Transaction Partner]** covenants that it will immediately notify the Compliance Offer of Vantage or the Legal Department of Vantage of any request received to take any action that might constitute a violation of the FCPA and/or the UK ACT;
- (ix) **[Transaction Partner]** covenants that it will immediately notify the Compliance Offer of Vantage or the Legal Department of Vantage if there is any change in the management or organization of **[Transaction Partner]** or any related or affiliated party involving any foreign government official, relative thereof, or other covered party under the FCPA and/or the UK ACT;



- (x) **[Transaction Partner]** covenants that it will disclose to **[Company Entity]** the terms and conditions of any contract related to this Agreement it enters into with a foreign government if it becomes necessary to do so under the laws of the United States or United Kingdom;
- (xi) Any action in violation of the FCPA, the UK ACT, the Company's Anti- Corruption Compliance Policy, and/or other applicable laws will constitute and be deemed to be a breach of a material covenant of the Agreement; and
- (xii) If **[Company Entity]** learns of or has a good faith belief that **[Transaction Partner]** or any subsidiary or other affiliated entity has violated or caused **[Company Entity]** to violate the terms of the FCPA and/or the UK ACT, regardless of jurisdiction, or any other applicable laws and regulations in connection with this Agreement, it may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary. In the event of such termination, **[Company Entity]** will be relieved of all liability and obligations of any kind hereunder, including any liability to make payments under this Agreement.