

## ANTI-BRIBERY AND ANTI-CORRUPTION UNDERTAKINGS

### DEFINITIONS

**Public Official** means an elected or appointed official, employee or agent of any national, regional or local government or state; any department, agency or instrument of any such government or state; any enterprise in which such a government or state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; or any official, employee or agent of any public international organization.

**Close Family Member of a Public Official** means a spouse or partner, one of his or her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member.

### PREVENTION OF CORRUPTION

In recognition of applicable international and regional conventions against corruption and to ensure compliance with anti-corruption laws applicable to the Agreement or to the Parties or their ultimate parent company generally:

1. In respect of the Agreement and its subject matter, each Party warrants that neither it nor (to its knowledge) anyone on its behalf, has made or offered, or will make or offer, any payment, gift, promise or advantage (directly or through an intermediary) (**Inducement**) to or for the use of any Public Official for purposes of:
  - (a) influencing any act or decision of the Public Official;
  - (b) inducing the Public Official to do or omit to do any act in violation of his or her lawful duties;
  - (c) securing any improper advantage; or
  - (d) inducing the Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.
2. Each Party, in respect of the Agreement and its subject matter, warrants that it has not made or offered, and will not make or offer, any Inducement to or for the use of any person (other than a Public Official) for purposes of inducing that person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the Agreement.
3. Each Party shall cause its personnel and subcontractors to undertake the obligations in this Schedule and to warrant them under the terms of its agreements with any subcontractors. Each Party shall perform compliance due diligence on all major subcontractors to ensure that they act in strict compliance with applicable anti-corruption laws. Each Party may reserve the right to request proof of that due diligence.
4. All financial settlements, billings and reports sent in accordance with this Agreement shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Agreement. Each Party shall also maintain adequate internal controls to ensure that all payments made under the Agreement are authorized and comply with the Agreement. Each Party reserves the right to perform (itself or through a representative) audits at the other's premises of all payments made for services performed under the Agreement. Each Party agrees to cooperate fully in any such audit, including by making the relevant books and records available to the other Party or its representative and by answering any relevant questions relating to each Party's performance under this Agreement.
5. All payments under the Agreement shall be made in accordance with the terms of payment specified in the Agreement. The payment indications notified in any invoices shall be deemed to constitute a warranty that the bank account so notified is owned solely by the holder thereof and that no other person has any ownership of or interest in it.
6. Except for any ownership, interest or position that each Party has disclosed to the other Party in writing, each Party warrants that no Public Official or Close Family Member of a Public Official owns (directly or indirectly) shares or any other beneficial interest in the respective Party (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the respective Party. Each Party agrees to notify the other Party promptly and in writing of any developments that would or might affect the accuracy of this warranty. In any case, if a Public Official or Close Family Member of a Public Official owns or acquires (directly or indirectly) shares or any other beneficial interest in the respective Party, or is or becomes a director, officer or agent of the respective Party, the affected Party shall take appropriate steps to ensure that the Public Official or Close Family Member of a Public Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the Agreement prohibiting conflicts of interest on the part of Public Officials and complies with the provisions of this Schedule.
7. Without prejudice to any other rights or remedies each Party may otherwise have, including (but not limited to) damages for breach of the Agreement, if a Party does not comply with any of its obligations in this Schedule, the other Party shall have the right to suspend payment and require reimbursement of any advance payment made under the Agreement, and/or suspend or terminate the Agreement for default with immediate effect.