

SCHEDULE 3.5 – ANTI-CORRUPTION POLICY

1 DEFINITIONS

CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL means a husband/spouse or partner, one of their children, siblings or parents; the husband/spouse or partner of their children or siblings; or any household member.

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

2 PREVENTION OF CORRUPTION

2.1 In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the Contract and any other anti-corruption laws otherwise applicable to the Parties or their ultimate parent company,

2.2 Supplier, in respect of the Contract and the matters that are the subject of the Contract, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any Public Official, where such payment, gift, promise or advantage would be for purposes of:

- (a) influencing any act or decision of such Public Official;
- (b) inducing such Public Official to do or omit to do any act in violation of their lawful duties;
- (c) securing any improper advantage; or
- (d) inducing such Public Official to use their influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2.3 Supplier, in respect of the Contract and the matters that are the subject of the Contract, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a Public Official) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of their 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 activities under the Contract.

2.4 Supplier shall cause Supplier's Personnel and Subcontractors to comply with the obligations set forth in this Attachment and to warrant the same under the terms of their agreements with any Subcontractors. In particular, Supplier shall perform compliance due diligences on all major Subcontractors in order to ensure that they shall act in strict compliance with the anti-corruption laws applicable, conducting appropriate investigations. Customer reserves the right to request proof of and/or documentation relating to such due diligences.

2.5 All financial settlements, billings and reports rendered to Customer shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Contract. Supplier also shall maintain adequate internal controls to ensure that all payments made

in performance of the Contract are authorized and in compliance with the Contract. Customer reserves the right to perform itself or through a duly authorized representative, pursuant to Clause 8, audits at Supplier's premises of all payments made by or on behalf of Supplier for Goods provided and Services performed under the Contract. Supplier shall cooperate fully in any such audit, including by making the relevant books and records available to Customer or its duly authorized representative and by answering any relevant questions that Customer may have relating to Supplier's performance under the Contract.

- 2.6** All payments by Customer to Supplier shall be made in accordance with the terms of payment specified in Payment provision of the Contract. The payment indications notified by the Supplier, which Total requires to be supported by a typical type of bank certificate or adequate letter of comfort by the bank shall be deemed to constitute a representation and warranty by Supplier that the bank account so notified is owned solely by Supplier and that no person other than Supplier has any ownership of or interest in such account.
- 2.7** Supplier represents and warrants that no Public Official or Close Family Member of a Public Official owns or possesses, directly or indirectly, shares or any other beneficial interest in Supplier (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 Supplier, except for any ownership, interest or position that Supplier has disclosed to Customer in writing. The foregoing representation and warranty will continue so long as the Contract remains in effect. Supplier shall notify Customer promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or 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 Supplier, or is or becomes a director, officer or agent of Supplier, Supplier shall take appropriate steps to ensure that such 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 Contract prohibiting conflicts of interest on the part of Public Officials and complies with the anti-corruption provisions described in this Attachment.
- 2.8** Notwithstanding the above, the Parties accept and acknowledge that, in the event any Supplier or Subcontractor is owned in part by a State owned company or may, whether now or in the future, be considered as a governmental entity or quasi-governmental entity at law, it is possible that a Public Official may serve as a director, officer or employee of such Supplier or Subcontractor or its subsidiaries. In such event, the Parties agree that, Supplier or such Subcontractor may have one or more directors, officers or employees who qualify as Public Officials, provided that:
- (a) the Public Official is occupying such position within Supplier or Subcontractor fully in accordance with laws that are attributable to such Party and as may be required thereunder;
 - (b) the Public Official's appointment as a director, officer or employee of Supplier or Subcontractor is reviewed and approved by the State owned company;
 - (c) any payment to or on behalf of the Public Official is reviewed and approved by the State owned company and does not exceed the remuneration that would be reasonable for a person serving in that particular position within Supplier or Subcontractor; and
 - (d) such remuneration is fully consistent with Applicable Laws and the matters that are the subject of the Contract and is not made to influence any official act, decision or

omission of such Public Official or reward the Public Official in respect of any of the same that may have been taken in the past.

- 2.9** Without prejudice to any other rights or remedies, Customer otherwise may have hereunder or at law, including but not limited to damages for breach of the Contract, if any of the undertakings or requirements of this Attachment have not been complied with or fulfilled by Supplier in any material respect, Customer shall have the right:
- (a) to suspend payment and/or require reimbursement of any advance payment made under the Contract, and/or
 - (b) to suspend and/or terminate the Contract for Supplier's default with immediate effect pursuant to the Termination provision of the Contract.