

COMPLIANCE TERMS FOR HIGH RISK SUPPLIERS

The Supplier warrants and represents that it will:

1. Adopt the Code of Conduct provided by COMPANY.
2. Comply fully with all Applicable Laws and Regulations with respect to the work performed for, or services or equipment provided to COMPANY.
3. Represent and warrant that it does not have any direct or indirect owner (in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), director, officer, supervisory employee or employee who is a Government Official, or a Family Member or Close Business Associate of a Government Official, and that if this representation shall no longer be accurate in any respect it shall immediately notify COMPANY, in writing.
4. Represent and warrant that it (a) has not, either directly or indirectly, made, promised or authorized the making of a Prohibited Payment to a Government Official with respect to the work performed for, or services or equipment provided to, COMPANY, (b) does not have any knowledge or evidence that its direct or beneficial owners (in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), directors, officers or employees, or its partners, contractors, subcontractors, agents or representatives, or their respective affiliates, who perform work for, or provide services or equipment to, COMPANY, either directly or indirectly, have made, promised or authorized the making of a Prohibited Payment, and (c) will take all reasonable steps to ensure that they do not, either directly or indirectly, make, promise or authorize the making of a Prohibited Payment to a Government Official with respect to the work performed for, or services or equipment provided to, COMPANY.
5. Represent and warrant that it will not make, directly or indirectly, in connection with any work performed on behalf of COMPANY, or the provision of any goods or services to COMPANY, any payments, including Facilitation Payments, to a Government Official for the purpose of securing routine government services such as permission to unload cargoes, obtain work permits, secure electricity or telephone service, or police protection.
6. Represent and warrant that it will not provide, directly or indirectly, any gifts, meals, or entertainment to any Government Official in connection with any work performed on behalf of COMPANY or the provision of any goods or services to COMPANY.
7. Represent and warrant that it (a) has not engaged in any Prohibited Transaction with respect to the work performed for, or services or equipment provided to, COMPANY, (b) does not have any knowledge or evidence that its direct or beneficial owners (in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), directors, officers or employees, or its partners,

contractors, subcontractors, agents or representatives, or their respective affiliates, have engaged in a Prohibited Transaction and (c) will take all reasonable steps to ensure that they will not engage in a Prohibited Transaction, with respect to the work performed for, or services or equipment provided to, COMPANY.

8. Promptly report to COMPANY any Prohibited Payment, Prohibited Transaction or violation of, or conspiracy or attempt to violate, any of the Applicable Laws and Regulations, or any allegations of such conduct, related to work performed for, or services or equipment provided to, COMPANY, of which it obtains knowledge or has reasonable grounds to believe occurred, and it will cooperate fully and in good faith with any inquiry by COMPANY if COMPANY, in its sole discretion, has reason to believe that a violation of, or conspiracy or attempt to violate, any of the Applicable Laws and Regulations or the compliance provisions of the contract with COMPANY has occurred.
9. Advise COMPANY prior to retaining any subcontractors and other third parties to perform services or that may be compensated under the agreement with COMPANY, and conduct such due diligence on these parties as may be acceptable to COMPANY prior to their retention. Such subcontractors, consultants and other third parties shall not be engaged without the express written authorization of COMPANY.
10. Not assign its rights and responsibilities under its agreement with COMPANY to a third party without the express written authorization of COMPANY.
11. Annually certify compliance with Applicable Laws and Regulations using the form submitted by COMPANY.
12. Certify to COMPANY the results of any periodic internal and independent audits that it conducted with respect to (1) work performed for, or services or equipment provided to, COMPANY, and (2) compliance of the Company with all Applicable Laws and Regulations.
13. Permit, upon the request of COMPANY, and at COMPANY's sole discretion, exercised in good faith, audits by independent auditors acceptable to COMPANY, and agree that such auditors shall have full and unrestricted access to, and to conduct reviews of, all records related to the work performed for, or services or equipment provided to, COMPANY, and to report any violation of any of the Applicable Laws and Regulations, or of the compliance provisions of its contract with COMPANY, to COMPANY with respect to:
 - a. the effectiveness of existing compliance programs and codes of conduct;
 - b. the origin and legitimacy of any funds paid to COMPANY;
 - c. its books, records and accounts, or those of any of its subsidiaries, joint ventures or affiliates, related to work performed for, or services or equipment provided to, COMPANY;

- d. all disbursements made for or on behalf of COMPANY; and
 - e. all funds received from COMPANY in connection with work performed for, or services or equipment provided to, COMPANY.
14. That it recognizes and accepts that COMPANY has the right to terminate this and any other agreement between COMPANY and the Supplier in the event that COMPANY determines, in its sole discretion, exercised in good faith, that the Supplier has committed a Substantive Violation. In the event of such termination, that party will not be entitled to any further payment, regardless of the work performed prior to termination, and will be liable for damages or remedies as provided by law. The Supplier will indemnify and hold harmless COMPANY from any claims, costs, liabilities, obligations and damages COMPANY may incur as a result of a Substantive Violation.

For the purposes of these Compliance clauses, the following definitions apply:

- a. **Applicable Laws and Regulations** means the substantive anti-bribery and books and records provisions of the U.S. Foreign Corrupt Practices Act and all other commercial bribery, anti-money laundering and anti-terrorism laws of the United States, as further set out herein in the definitions of Commercial Bribery, Government Official, Prohibited Payment, Prohibited Transactions, as well as all other relevant substantive laws of the United States all other countries in which COMPANY conducts business, except to the extent inconsistent with, or penalized under, the laws of the United States.
- b. **Close Business Associate** means a current or former partner, joint owner, joint venturer, co-investor, consultant or advisor.
- c. **Commercial Bribery** means offering, paying, promising or giving, directly or indirectly, anything of value to another company's agent, representative, intermediary or employee, without that company's knowledge and consent, with the intent to influence the recipient's action in relation to that company's affairs or business.
- d. **Designated Party** means any person, entity or country that is:

- i. identified in publicly available records or published lists as a party with respect to whom the U.S. or U.K. governments has prohibited financial transactions involving that party's assets;
 - ii. designated in published lists issued by the U.S. or U.K. governments or the United Nations as a foreign terrorist organization or an organization that assists or provides support to a foreign terrorist organization; or
 - iii. identified in publicly available records as having been convicted, found guilty or against whom a judgment or order was entered in any proceedings for violating anti-money laundering, anti-corruption or bribery, or international economic or anti-terrorism sanction laws, or whose assets were seized, blocked, frozen or ordered forfeited for violation of money laundering or international anti-terrorism laws.
- e. **Facilitation Payments** means any payment intended to secure the performance of a Routine Governmental Action to which the payor is unquestionably entitled, made to a low level Government Official whose duties are ministerial or clerical, that is modest in amount and not intended to influence the exercise of discretion by the Government Official. A payment to a Government Official who is involved in the decision making process with regard to COMPANY Group's business dealings with the government can never be considered a Facilitation Payment and is prohibited by this Agreement.
- f. **Family Member** means a parent, spouse, child, sibling, uncle, aunt and cousin to the first degree.
- g. **Government Official** means (a) any officer or employee of a government (other than the U.S. government), department (whether executive, legislative, judicial or administrative), agency or instrumentality of such government, including a regional governmental body or a government-owned business, or of a public international organization; (b) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality; (c) any person holding a legislative, administrative or judicial office, whether appointed or elected; (d) any person exercising a public function, including for a public agency or public enterprise; (e) an agent, advisor or consultant to such person; (f) an officer of a political party or a candidate for public office (other than in the United States); or (g) an officer, employee, or person acting in an official capacity for or on behalf of an international organization.
- h. **Prohibited Payment** means any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, including charitable contributions, directly or indirectly, to a Government Official or a Political Party, or to a third party, if one knows or has reasonable grounds for believing that all or a portion of the money or thing of value which was given or is to be given to the third party will be paid, offered, promised, given or authorized to be paid, directly or indirectly, to a Government Official, for the purpose of:

- i. influencing any act or decision of the Government Official in his official capacity;
- ii. inducing the Government Official to do or omit to do any act in violation of his lawful duty;
- iii. securing any Improper Advantage; or
- iv. inducing the Government Official to use his influence with a non-U.S. government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist in obtaining or retaining business or in directing business to any party.

- i. **Prohibited Transaction** means any transaction (including any act of omission, commission, assistance to another, or aiding and abetting in furtherance of the transaction) that involves
 - i. the receipt, transfer, transportation, retention, use, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud, and bribery of a Government Official;
 - ii. engaging or becoming involved in, financing or supporting financially, or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization; or
 - iii. a Designated Party.
- j. **Substantive Violation** means one or more of the following on the part of the Company:
 - i. a violation or aiding and abetting a violation of, or a conspiracy to violate, Applicable Laws and Regulations;
 - ii. a refusal, where required by this Agreement, to submit to an audit by independent accountants at the request of COMPANY Group; or
 - iii. a refusal to provide a certification required by COMPANY Group and this Agreement.