

Anti-Corruption and Anti-Bribery

1. The Supplier represents and warrants that it is and will be in compliance with all laws of those countries in which it operates, including all applicable laws (1) that prohibit corruption, bribery, cartel, money laundering, public conflict of interests, public improbity, or fraud, and (2) that regulate gifts, gratuities, and expenses paid to or on behalf of Public Officials, lobbying, political donations and contributions, public bidding and public contracting laws and regulations, and that it will remain in compliance with all such laws during the term of this Agreement. For the avoidance of doubt, these laws shall include the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and the Singapore Prevention of Corruption Act (collectively with all other laws mentioned in this clause, the “Anti-Corruption Laws”), whether or not they directly apply to the Supplier.
2. The Supplier confirms that it has provided (or undertakes that it will provide) to the Customer a copy of its relevant anti-corruption and/or anti-bribery policies and/or procedures and agrees to comply with the same. The Supplier confirms that it has read, understood and agrees to comply with the Customer’s Anti-Corruption Policy in so far as it relates to Third Party Associates / Intermediaries.
3. The Supplier agrees that should it learn or have reason to suspect any payment, gift or other transfer of value, directly or indirectly, to any Government Official or private person that would violate any Anti-Corruption Laws, it shall immediately disclose such activity to the Customer and all related subsidiaries for which the Supplier has a business relationship with. If, after consultation by all parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the Customer, then the Customer, on written notice to the Supplier, may withdraw from or terminate this Agreement.
4. The Supplier will not sub-contract or assign its obligations or responsibilities under the Agreement without prior written approval from the Customer, and will ensure that any permitted sub-contractor or assignee undertakes to observe the above provisions.
5. The Customer shall have the right to terminate this Agreement if the Supplier breaches this, or any other, representation, warranty or undertaking set forth in this Agreement.
6. The Customer shall have the right to withhold payment of any invoice (or part thereof) to the Supplier under this Agreement for so long as (i) there is a bona fide question or dispute as to the propriety of such invoice or the amount claimed, (ii) where the Supplier fails to provide adequate supporting documentation in accordance with this Agreement and the Customer’s Anti-Corruption Policy, or (iii) where the Customer has reasonable grounds to suspect that the Supplier has violated any Anti-Corruption Laws or has breached any anti-corruption or anti-bribery representation, warranty or undertaking set forth in this Agreement.
7. For the purposes of these anti-corruption and anti-bribery contractual provisions:
 - A. “Government Entity” means any national, federal, state, provincial, county, municipal, local or foreign government, or other subdivision or agency thereof; any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; any arbitrator or arbitral body or panel of competent jurisdiction; any public international organization (e.g., the United Nations, the International Monetary Fund, the World Bank); and any entity owned or controlled, in whole or in part, by any national or local

government (e.g., a state-owned or state-controlled petroleum company, communications company, etc.).

- B. "Government Official" means any elected or appointed official of a Government Entity of any country; representatives or employees of a Government Entity at any level, including customs, immigration and transportation workers; military personnel; representatives of political parties; candidates for political office; directors, managers or employees of state-owned or controlled entities; and any entity hired by a Government Entity for any purpose.