

APPENDIX

Anti-Corruption Measures

In application of the principles set out in national and international anti-corruption conventions and in order to ensure compliance with the anti-corruption laws applicable to the activities governed by the Contract as well as compliance with any other anti-corruption laws also applicable to the Parties or their parent company:

1 – For matters pertaining to this Contract, the Supplier certifies that neither they, nor to their knowledge anyone acting on their behalf, has made or offered and will not make or offer any payment, present, promise or other advantage, whether directly or via intermediaries for the use or for the profit of a Public Official if this payment, present, promise or advantage is intended to:

- i. Influence an act or decision by this Public Official;
- ii. Encourage this Public Official to carry out or refrain from carrying out an act in violation of their legal obligations;
- iii. Obtain an irregular advantage; or
- iv. Encourage this Public Official to use their influence to obtain an act or to influence a decision by a public service, any public authority or a public company.

2 – For matters pertaining to the Contract, the Supplier certifies they have not made or offered, and commits to not make or offer, any payment, gift, promise or provide any other benefit, whether directly or through intermediaries, for the use or to the benefit of any person (other than a Public Official), insofar as said payment, gift, promise or benefit has or aims to incite said person to carry out or refrain from carrying out an action in breach of their legal obligations or to ensure themselves an undue advantage, or to carry out or refrain from carrying out an action in breach of the laws applicable to the activities governed by the Contract.

3 – The Supplier commits to impose upon its personnel and sub-contractors the obligations set out in this appendix and to ensure their sub-contractors make the same commitments in their respective contracts with their own sub-contractors. Moreover, the Supplier shall carry out anti-corruption risk analyses for their main sub-contractors in order to ensure, through suitable investigations, that the latter operate in compliance with all applicable anti-corruption laws. The Client reserves the right to request evidence and/or relevant documents showing that such anti-corruption risk analyses were indeed carried out.

4 – All activities and transactions carried out as part of the performance of the Contract must be accurately transposed along with reasonable details in all financial agreements, invoices and reports submitted to the Client. The Supplier must also organise and carry out suitable internal checks in order to guarantee that all payments carried out as part of the performance of the Contract are authorised and comply with the provisions thereof. The Client reserves the right to carry out audits, either of its own or through a duly authorised representative on the Supplier's premises, pertaining to all payments made by the former or for its account, for the Services or purchases bought as part of the Contract. The Supplier agrees to fully cooperate in the conduct of said audits, including by making its accounting books available to the Client or the latter's duly authorised representatives, and by answering the questions asked by the Client as regards the performance of the Contract.

5 – All payments from the Client to the Supplier must be made in accordance with the payment conditions specified in the article entitled "Prices and payment conditions" of the Contract. The payment instructions notified in the Supplier's invoices shall serve as a guarantee by the Supplier that the designated bank account is owned exclusively by them and that no other person has any participation, right or interest as regards this account.

6 – The Supplier certifies that no Public Official (or Close Relative) holds or owns directly or indirectly shares or any interest in the Supplier (other than by owning shares quoted on the stock exchange in too few a number to control the entity concerned) or is a director, administrator or representative of the Supplier, outside any ownership, interest or role already communicated by the Supplier in writing. This guarantee shall continue to apply while the Contract remains in force. The Supplier commits to notify the Client quickly and in writing of any change that may alter the exactness of this guarantee. In all cases, if a Public Official (or a Close Relative of the Public Official) holds or obtains, directly or indirectly, shares or any form of interest in the Supplier, is or becomes a director, an administrator or a representative of the Supplier, the Supplier shall take the appropriate measures to ensure that this Public Official (or Close Relative of the Public Official) avoids any conflict of interest, respects applicable legislation prohibiting conflicts of interest for Public Officials and respects the anti-corruption provisions described in the Contract.

7 – Without prejudice to any other rights and remedies the Client may be entitled to in application of the Contract or the law, including more specifically any damages for breach, should the commitments or conditions provided for in this appendix not be observed or fulfilled by the Supplier as regards any essential element, the Client shall be authorised to:

(i) suspend all payments and/or request the refund of any payments made in advance as part of the Contract and/or;

(ii) suspend and/or terminate the Contract with immediate effect for breach by the Supplier, as provided for in the article entitled "Termination for Beach".

8 – The term "**Public Official**" includes all elected or appointed public officials as well as any person employed or used as an agent by a national, regional or local administration, or by any entity or agency part of such an administration or by a company directly or indirectly owned or controlled by the State, or by political party managers, candidates to public services and employees of international public organisations. "**Close Relative of a Public Official**" means their spouse or partner, one of their children, one of their brothers or sisters or one of their parents, the spouse or partner of one of their children, a brother in law or a sister in law or any other close relative in their family group.