

Additional Terms & Conditions
Foreign Corrupt Practices Act (FCPA)
Long Form

1. In addition to other representations, warranties and covenants made by Contractor, Seller or Vendor (hereinafter "Contractor"), in other provisions of this Agreement, Contractor does hereby represent, warrant and covenant that:

A. No owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest in Contractor or Contractor's payments under this Agreement, or any immediate family relation of any such person (collectively, "**Interested Persons**"), is a foreign Public Official or Entity. A "**Public Official or Entity**" means (i) an officer, employee, agent, contractor or representative of any government or military, including, but not limited to, a customs official; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any political party or any official of a political party; or (v) any officer, employee, agent, contractor or representative of any public international organization, including, but not limited to, the United Nations and World Bank. Contractor shall notify the Company immediately if it learns at any time during the term of this Agreement that (i) an Interested Person becomes a foreign Public Official or Entity, or (ii) a foreign Public Official or Entity acquires an ownership, voting, or economic interest in Contractor or a legal or beneficial interest in Contractor's payments under this Agreement.

B. To Contractor's knowledge, no Interested Person is listed in the following: (i) List of Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department; (ii) List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department; (iii) Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce; (iv) Entity List, Bureau of Industry and Security, U.S. Department of Commerce; or (v) Unverified List, Bureau of Industry and Security, U.S. Department of Commerce (collectively, the "**Lists**"). Contractor shall notify the Company immediately if, during the term of this Agreement, it learns that (a) any Interested Person appears in the Lists, or (b) any person included in the Lists acquires a legal or beneficial interest in Contractor or in Contractor's payments to be received under this Agreement.

C. Contractor acknowledges and confirms its understanding of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*) as amended (the "**FCPA**").

D. Contractor shall comply with Anti-Corruption Laws (defined below) and shall not cause the Company, its subsidiaries or affiliates (collectively, "**Affiliates**") to be in violation of any Anti-Corruption Law. "**Anti-Corruption Laws**" mean collectively: (i) the FCPA; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.

E. There have been no accusations, allegations, claims, investigations, informal inquiries, indictments, prosecutions, charges, or other enforcement actions against Contractor relating to bribery, corruption, money laundering, fraud, obstruction of justice, racketeering, or any other legal or ethical violation. Contractor and, to its knowledge, its employees, directors, owners, contractors, and agents have never violated any Anti-Corruption Law or caused any other party to be in violation of any Anti-Corruption Law.

F. Contractor and its owners, directors, officers, agents, employees, and contractors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a Public Official or Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, the Company or its Affiliates, by (i) influencing any official act, decision or omission of such Public Official or Entity; (ii) inducing such Public Official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity; (iii) securing any improper advantage; or (iv) inducing such Public Official or Entity to affect or influence any act or decision of another Public Official or Entity.

G. Contractor shall ensure that no part of any payment, compensation, reimbursement or fee paid by the Company to Contractor pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity.

H. Contractor shall not cause the Company or its Affiliates to be in violation of any Export Control Law. “**Export Control Laws**” mean all U.S. or other laws and regulations relating to the export or re-export of commodities, technologies, or services, including, but not limited to, the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706, the Trading with the Enemy Act, 50 U.S.C. §§ 1 *et. seq.*; the Arms Export Control Act, 22 U.S.C. §§ 2778, 2779; the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 *et. seq.*; and the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986.

I. If Contractor has information or believes that there may be a violation of any Anti-Corruption Law or Export Control Law in connection with the performance of this Agreement or the work performed for the Company, Contractor shall immediately notify the Company of such knowledge or suspicion.

J. Contractor has in good faith provided to the Company and/or its representatives, legal counsel, and advisors all documents and information of the character and type requested by the Company in writing in the course of its due diligence review of Contractor and, to Contractor’s knowledge, there are no documents or information of a character or type described in such request which have not been so provided by Contractor. Contractor shall answer in reasonable detail any questionnaire or other written or oral communications from the Company or its outside auditors or legal counsel, to the extent same pertains to compliance with the above representations and warranties concerning Anti-Corruption Laws and Export Control Laws. Contractor agrees that the Company has the right to reasonable access of the Contractor’s books and records and has the right to audit Contractor on a periodic basis. Contractor shall provide to Company and/or its representatives and advisors all supporting documents requested by Company pertaining to any expenses incurred, products provided, and/or services performed by Contractor and its agents pursuant to the Agreement to ensure compliance with the FCPA.. Contractor understands and acknowledges that, notwithstanding any other provision contained herein, none of the

Company or any of its Affiliates shall be obligated to reimburse any expense incurred or pay for any service performed by Contractor or any of its agents if, in the Company's reasonable opinion, (i) Contractor has failed to provide adequate documentation or information regarding an expense or service, or (ii) an expense reimbursement or service payment would cause the Company or any of its Affiliates to be in violation of the FCPA or any other applicable law.

K. Contractor agrees to indemnify the Company in accordance with the terms of the Agreement for any damages incurred by the Company or its Affiliates as a result of any violation of the FCPA, any other Anti-Corruption Law, or Export Control Law by Contractor or by any owner, director, officer, employee, contractor, Subcontractor (defined below), or agent of Contractor which occurs in the course of their services to the Company under this Agreement.

L. Unless otherwise expressed herein, Contractor shall not utilize or employ any third party, individual or entity, including, but not limited to, customs brokers, (a "**Subcontractor**"), in connection with Contractor's performance of services under this Agreement, without the express prior written approval of the Company.

M. Contractor shall reasonably cooperate with the Company in regard to any matter, dispute or controversy related to this Agreement generally and compliance with Anti-Corruption Laws specifically which the Company may become involved and of which the Contractor may have knowledge. Such obligation shall continue after the expiration or termination of this Agreement to the extent permissible under applicable law.

2. Notwithstanding any other provision of this Agreement, the Company's obligation to pay Contractor the compensation specified herein shall be expressly subject to and contingent upon such payments not being prohibited by the laws, rules, regulations, and express public policies of the territory in which the Contractor is working or of the United States, as currently existing or as may hereafter be enacted.

3. Contractor consents to the written disclosure by the Company of the contents of this Agreement, including those provisions setting forth Contractor's compensation, to any governmental entity or person.

4. If the Company approves the employment or utilization of any Subcontractor in connection with Contractor's performance of services under this Agreement, Contractor shall incorporate the obligations of this Agreement with respect to Anti-Corruption Laws and Export Control Laws, including, but not limited to, the foregoing representations and warranties, into its respective subcontracts, agreements and purchase orders with such Subcontractor (the "**Sub-Contract**") (a copy of which is to be submitted to the Company upon request).

5. Notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, this Agreement, and any purchase order entered into by the Parties pursuant to this Agreement, shall terminate immediately and without notice and shall become null and void without effect, or further liability or obligation on the part of the Company if Contractor or any of its Subcontractors violates any representation, warranty or covenant in this Agreement or in a Sub-Contract relating to compliance with Anti-Corruption Laws or Export Control Laws or if the Company has a reasonable belief that such a violation has occurred; and in either case all payments, if any, made by the Company to Contractor shall be immediately refunded and no further amounts shall be due to Contractor.