

Compiled by: J&J Board		Number and Revision ABC Issue 3 Rev: 28 July 2017
Revised By: Darshani Parsuramen		Original Issue date: 30 July 2013
Approved By: Michael Jensen	GLOBAL ANTI-CORRUPTION POLICY	

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PURPOSE & SCOPE

This policy sets forth the J&J Africa Group’s (“J&J”) expectations of its employees and business partners with respect to its commitment to prevent corruption.

This Policy applies to all employees, directors and business partners of J&J, and anyone acting on J&J’s behalf (J&J’s Personnel).

J&J and its worldwide subsidiaries (collectively, the “Company”) have adopted this global Anti-Corruption Policy (the “Policy”). The company is committed to complying with all applicable anti-bribery laws, including those in all countries in which it operates, including but not limited to, the United States Foreign Corrupt Practices Act (the “FCPA”), the United Kingdom Bribery Act and other legislation enacted in accordance with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “OECD Convention”) as well as anti-corruption laws enacted in each country where J&J conducts business. To the extent that a particular local law, regulation or rule is stricter than this Policy, the stricter of the two will apply.

J&J prohibits all improper payments of any nature.

You have a responsibility to report any violations or suspected violations of this Policy.

Corruption promotes poverty, hunger, disease, and crime, and keeps societies and individuals from reaching their full potential. Corruption is one of the leading obstacles to economic and social development. It distorts the rule of law and the institutional foundation on which J& J depends. J&J is committed to observing the standards of conduct set forth in this global Anti-Corruption Policy and the applicable Anti-Corruption and Anti-Money laundering laws of the countries in which we operate.

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1 DEFINITIONS

Corruption is the misuse and abuse of entrusted power for private gain.

Conflict of Interest is a situation where an individual or the entity for which they work, whether a government, business, media outlet or civil society organisation, is confronted with choosing between the duties and demands of their position and their own private interests.

Bribery is the offer, promise, or payment of cash, gifts or even excessive entertainment for private gain.

Anything of value includes but is not limited to:

- cash payments,
- gifts,
- travel expenses, entertainment and business meals
- offers of employment and consultancy opportunities
- political and charitable contributions

made at the request of, or for the benefit of, a customer, business partner or Government Officials his or her family, or other relations, even if made to a legitimate entity.

Government Official should be interpreted broadly, it includes:

- officers and employees of domestic and foreign government institutions,
- government agencies, departments & instrumentalities, i.e. environmental inspectors, health & safety inspectors, police officers and customs officials
- public international organizations
- anyone acting in an official capacity on behalf of these entities and individuals in unpaid or honorary government positions, including those working for, or on behalf of, committees, panels, commissions, or in other advisory positions.

It includes political parties, political party officials, and candidates for political office.

Government instrumentality refers to government-owned or controlled commercial enterprises (regardless if it is whole or partial government ownership or control).

Company Compliance Officer (hereinafter 'CCO') shall be responsible for Compliance with this policy.

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2 POLICY

J&J Personnel and any party working on the Company’s behalf, are prohibited from offering, promising, making, authorizing or providing, whether directly, or indirectly through third parties, any payments, gifts, or the transfer of anything of value to any person in any jurisdiction to assist J&J in obtaining or retaining a business advantage. J&J funds and funds from any other source shall not be used to make any such payment or gift on behalf of or for the benefit of J&J in order to secure an improper business advantage.

Prohibited payments include, but are not limited to:

- Payments to an individual or entity to secure an improper business advantage or improper performance, including a decision to select J&J to provide any products or services, or to provide J&J with more preferential terms
- Payments to influence a Government Official to act unlawfully, in his or her official capacity (e.g., government inspector, police officer or customs official);
- Payments to influence a Government Official to abuse his or her power for private gain;
- Payments to induce a Government Official to unlawfully perform or fail to perform any act; and
- Payments aimed at inducing a Government Official to use his or her influence to unlawfully influence any act or decision of the government.

Similarly, J&J Personnel may not solicit or accept such payments.

2.1 ELEMENTS OF THE POLICY

Compliance with provisions of this policy (and any updates thereto) and reporting requirements shall apply indiscriminately to J&J Personnel regardless of whether they are seeking reimbursement for related expenses or not. All J&J Personnel should strive to keep apprised and adhere to any updates of this Policy.

All approvals and expenses under this Policy must be accurately and completely recorded in the Company’s records.

2.1.1 Prohibition Against Bribing Government Officials

This Policy prohibits bribes to any Government Official and their family members in any jurisdiction.

Bribes or Improper Payments. Cash payments and offering anything of value, both tangible and intangible, to bribe a Government Official are considered improper payments for the purposes of this Policy. The mere offer/promise of a corrupt payment can violate the anticorruption laws, *regardless of whether the payment is ever made and whether the Government Official actually takes any action.*

Indirect Payments. Payments, offers and promises cannot be made to a government official indirectly through a third party. Due diligence should be undertaken by J&J Personnel, and duly documented to

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ensure that our joint venture partners and any third-party intermediaries are not making corrupt payments to Government Officials.

Obtain Business or Secure Improper Business Advantage. Prohibited payments are those made to a Government Official to obtain or retain business or secure an improper business advantage.

2.1.2 Prohibition Against Bribing Any Person

This Policy also prohibits commercial bribery without regard to whether a government official is involved in the transaction. Accordingly, J&J Personnel are prohibited from offering, promising, or giving, directly or indirectly, a financial or other advantage to another person:

- (i) to induce a person to perform a relevant function or activity improperly,
- (ii) to reward a person for the improper performance of such a function or activity, or
- (iii) where the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity.

J&J Personnel are also prohibited from requesting, agreeing to receive, or accepting a financial or other advantage intending that a relevant function or activity be performed improperly.

2.1.3 Gifts, Customs and Normal Business Practice

J&J operates in countries in which business gifts, meals and entertainment are customary and may be expected in the normal course of business. While reasonable gifts, meals and entertainment are permitted within this Policy, they must be:

- reasonable in value,
- consistent with normal business practice, AND
- appropriate to the occasion in the context of local customs and cost of living.

We must ensure that they do not create the perception or fact of a *quid pro quo* provided in exchange for favorable treatment or improper advantage.

J&J competes for and earns business through the quality of its personnel, products and services. The use of Company funds or assets for gifts, gratuities, or other favors to Government Officials or any other individual or entity (in the private or public sector) that has the power to decide or influence the Company's commercial activities is prohibited.

This may be EXCEPTIONALLY AUTHORIZED by the CCO where ALL of following circumstances are met:

- (i) the gift does not involve cash and costs less than USD 1000;
- (ii) it is permitted under both local law and the guidelines of the recipient's employer;
- (iii) it is presented openly in complete transparency and is consistent with normal business practice;
- (iv) it is properly recorded in the Company's books and records;

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- (v) it is provided as a token of esteem, courtesy or in return for hospitality and should conform with local custom;
- (vi) where it is to a Government Official, employee of a regulatory body or a majority-Government-owned entity, it must be pre-approved by the Company's Compliance Officer;

2.1.4 Meals, Entertainment, Travel and Lodging

Meals, entertainment, travel and lodging should never be offered as a means of influencing another person's business decision. A particular type of entertainment, travel and lodging may be offered if the expenditure is sensible and proportionate to the nature of the individual involved AND it is:

- Appropriate, depending on expense and type of activity involved,
- reasonable for promotional purposes,
- offered or accepted in the normal course of an existing business relationship, AND
- if the primary subject of discussion or purpose of travel is business.

Please note that meals, entertainment and travel that are provided to business relationships where J&J Personnel are not in attendance shall be considered gifts, and are subject to the rules and requirements for gifts specified in this Policy.

Expenses for meals, travel and lodging for an individual or entity (in the private or public sector) that has the power to decide or influence the Company's commercial activities may be incurred without prior approval by the Company's Compliance Officer, only if ALL of the following conditions are met:

- (i) The expenses are *bona fide* and related to a legitimate business purpose and the events involved are attended by appropriate Company representatives;
- (ii) The cost of the meal, travel or lodging is less than \$500 (USD) per person and is otherwise consistent with normal business practice; and
- (iii) The meal, travel or lodging is permitted by the rules of the recipient's employer (if applicable).

All entertainment of Government Officials should be pre-approved by the Compliance Officer.

Reimbursement requests must be supported by receipts and clearly identify the total number of attendees and provide their full names and you shall be asked to certify compliance with this Policy.

Any meal, travel or lodging expense greater than \$500 (USD) per person, any entertainment of a Government Official, and any expense at all that is incurred for meals, entertainment, travel or lodging unrelated to a legitimate business purpose, must be pre-approved by the Company's Compliance Officer which will only be given in exceptional circumstances.

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2.1.5 Political Contributions and Charitable Donations

J&J Personnel may not make unlawful political or unlawful charitable donations, to obtain or retain business or to gain a business advantage.

Any political or charitable contributions by J&J must be:

- permitted under the law,
- permissible pursuant to the terms of this Policy,
- made to a bona fide organization, and
- where it implies political contributions or charitable contributions connected to any Government Official or government entity or instrumentality made with the prior approval of the Company's Compliance Officer.

In instances where there is heightened risk of corruption, the CCO may require diligence to be conducted.

The CCO must be notified immediately if a Government Official solicits a political or charitable contribution in connection with any government action related to J&J or its affiliates.

2.1.6 Recordkeeping

J&J must make and keep books, records, and accounts that in reasonable detail, accurately and fairly reflect the Company's transactions and assets, and it must maintain an adequate system of internal accounting controls. *All accounting records, expense reports, invoices, vouchers, expenditures, gifts, business entertainment and any other payments/business records must be accurately and fully completed, properly retained, and reliably reported and recorded.*

As J&J relies on cash as a method of payment, J&J Personnel should adhere strictly to cash controls and that the use, purpose and recipient of cash is accurately described and supported by appropriate and complete documentation. To this end:

- No accounts may be kept "off-book"
- Undisclosed or unrecorded funds, accounts, assets or payments must not be established or retained.

Circumventing or evading or attempting to circumvent or evade J&J's internal accounting controls is strictly prohibited.

2.1.7 Penalties and Consequences

Individual J&J Personnel are responsible and accountable for adhering to this Policy and to the extent applicable, compliance by J&J's business partners. If an offence has been committed with the consent or connivance of a senior officer of the company, that officer may be guilty of the offence.

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In addition to penalties which may be imposed by the laws of the countries where we operate, violations of this Policy may result in disciplinary action, including termination of contract of J&J Personnel and referral for prosecution.

Violations of this Policy can result in criminal and civil exposure for J&J and the J&J Personnel involved, including imprisonment and other severe penalties. *By law, fines imposed on individuals for violations of the FCPA must be paid by the individual committing the violation.*

3 RESPONSIBILITIES & COMPLIANCE

All J&J Personnel holding managerial positions in J&J should disclose at the time of hire (and annually) potential conflicts of interest, such as relationships with Government Officials whose duties may impact J&J, or with vendors or customers with whom J&J does business.

3.1 What is the role of the Company’s Compliance Officer?

The CCO is primarily responsible for the oversight and enforcement of this Policy.

Where approval of the CCO is required under any provision of this Policy, the individual member of J & J personnel shall make a request to the CCO in writing, providing sufficient detail and documentation to ensure compliance and that the requirements are met. The CCO shall provide the approval in writing either through email or any such form as the Compliance Officer may require, within 7 days of the request.

If you have any questions or require guidance in a particular situation, please contact your Supervisor or the CCO.

3.2 How will the Company audit and monitor compliance?

J&J shall periodically audit and monitor compliance with this Policy through scheduled annual anti-corruption compliance audits.

J&J will establish a training program based on anti-corruption legislation and this Policy (including any updates thereto), apprise J&J Personnel of any material updates, and provide certifications of Policy Compliance. J&J Personnel will have to successfully complete such periodic training. Supervisors should take steps to ensure that personnel reporting to them abide by the policies.

3.3 How to report a suspected violation of this Policy

If you are aware of any conduct that you believe, or reasonably suspect, may violate anti-bribery laws or this Policy, you have a responsibility to report it.

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You should report such conduct to your Supervisor, to the Company’s Compliance Officer, to any member of J&J management, or to a member of the Audit Committee at gg@jjafrica.com.

All reports will be treated as confidential and be used only to address the specific problem reported.

Reports may be shared by Company management and authorized individuals on a need-to-know basis.

If you report, in good faith, what you believe to be potential violations of this Policy or participate in investigation of any such report, you will not be subject to any retaliation or disciplinary action.

Any J&J Personnel who engages in retaliation is subject to disciplinary action by the Company - including termination of any applicable contract.

3.4 How will the Company assess the Risk?

J&J will, on a periodic basis, but at least annually, perform a corruption risk assessment in which it will consider the following potential risk factors affecting our business:

- type and extent of interactions with Government Officials;
- business operational areas (e.g., licensing, manufacturing, shipping, import/export);
- geographies in which we operate;
- history of compliance issues (if any);
- transaction controls;
- training;
- third party interactions; and
- “tone at the top.”

3.5 Investment/Joint Venture Related Due Diligence

J&J will work with deal team counsel and any co-investors to analyze anti-corruption related issues with respect to the opportunity for any potential investment, joint venture or acquisition. J&J’s approach to anti-corruption due diligence is highly fact-intensive and depends on the form of the opportunity (e.g., majority or minority direct investment, acquisition or joint venture) and the risks presented by each particular investment.

3.6 Interactions with Certain Third Parties

J&J interacts with a variety of third parties. As J&J may be held liable for the inappropriate acts of others under anti-corruption laws, regulations, and under our contractual obligations, the risk will be mitigated by exercising due diligence in selecting potentially higher-risk business partners and in ongoing transactions with them. J&J shall include anti-corruption clauses in our contracts with those higher-risk third parties. Please see Exhibit 1 to the “Third Party Intermediary Due Diligence” procedural documents (attached herein as Appendix A) for sample anti-corruption contract language.

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Higher-risk third parties include agents and business partners that interact with customers or Government Officials on our behalf in relation to contracts or permits (e.g., commission agents (who arrange sales to customers for commission); customs brokers, sales agents, tax advisers who negotiate with Government Officials; vendors who assist with Immigration needs; and consultants who assist in obtaining permits and licenses, among others). J&J will mitigate the risk of inappropriate behavior by conducting due diligence on such higher-risk third parties. Refer to “Third Party Intermediary Due Diligence” documents (attached herein as Appendix A) for more information and contact the CCO to determine when due diligence is necessary.

3.7 Anti-Corruption Controls

The finance group is responsible for ensuring adequate accounting related controls, including those that would prevent and/or detect corrupt payments. Specifically, accounting policies and controls have been created and maintained in the areas of: expense reporting, petty cash, treasury/banking, appropriate and detailed supporting documentation for disbursements (particularly those surrounding travel, entertainment, hospitality, charitable contributions, political contributions, licenses, permits), freight / logistics, payroll, and legal / consulting fees.

All J&J Personnel are required to adhere to such accounting policies and procedures.

4 ADDITIONAL POLICIES AND GUIDELINES

In addition to this Global Anti-Corruption Policy, J&J has other policies and guidelines applicable to employee conduct. Please see the Human Resources Manager for a copy of such policies and guidelines. Each J&J employee should have received a copy of such policies upon joining the Company.

For more information on the OECD Convention visit www.OECD.org and for more information on the FCPA visit <http://www.usdoj.gov/criminal/fraud/fcpa>.

5. REVISION HISTORY

Revision	Date	Description	Issued By:	Approved By:
1	14.08.15	Update of email of compliance officer	D.N.	MMJ
2	20.07.17	Change in formatting and definitions	D.P.	MMJ

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General Manager
Independent Beira Logistics
Terminals & Services Lda

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THIRD PARTY INTERMEDIARY DUE DILLIGENCE PROCEDURES		

APPENDIX A

Third Party Intermediary Due Diligence Procedures

Note: These procedures should be read and used in conjunction with the terms and definitions set forth in J&J Africa Group’s (“J&J”) Anti-Corruption Policy.

Certain payments by J&J to brokers, promoters, finders, agents (including customs clearing agents), consultants, lobbyists or other intermediaries (collectively, “Third Party Intermediaries”) raise special concerns and may be closely scrutinized by regulators. The majority of anti-corruption law violations involve Third Party Intermediaries. Because of the risk that Third Party Intermediaries may seek to secure business for the Company through violations of anti-corruption laws and may subject J&J to liability, a third party should only be retained by the Company after appropriate, risk-based due diligence is conducted into the Third Party Intermediary’s business, reputation, and integrity.

J&J is committed to taking a proportionate and risk-based approach to due diligence for its Third Party Intermediaries. Accordingly, before any Third Party Intermediary performs any services for or on behalf of the Company, the business unit must undertake an initial analysis of what function that Third Party Intermediary will perform and whether, at first sight, it presents a bribery risk. If so, the business unit must seek preapproval from the Company’s Compliance Officer, who will conduct a risk assessment and an appropriate level of risk-based due diligence into the Third Party Intermediary and its activities. As part of this process, the Company’s Compliance Officer shall prepare, approve, and maintain as appropriate any related documentation and consider appropriate representations, warranties, and/or other provisions for insertion into the Third Party Intermediary’s contract. A sample due diligence questionnaire containing certification/contractual provisions is attached as Exhibit 1.

For existing Third Party Intermediary relationships, J&J will evaluate what if any due diligence is necessary and where appropriate conduct risk-based due diligence into the Third Party Intermediary and its activities.

The appropriateness and extent of due diligence required for the individuals and entities meeting the criteria listed above will vary depending on circumstances. Specific due diligence is not generally required for heavily-regulated entities like US-publicly listed companies, or a nationally or internationally recognized law firm or accounting firm. These organizations can generally be presumed to maintain rigorous compliance standards. However, if any suspicious factors indicate that an individual representative of such an organization may be acting as a rogue – extra inquiry and due diligence should be conducted, and you should contact responsible senior personnel in such third-party organization to resolve any concerns. More careful due diligence is required for third parties that are not well known,

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not subject to rigorous regulatory oversight, and operate / are located in countries or industries with known corruption issues (e.g., countries that score low on “corruption perception” indices such as a score of 4.0 or below on the corruption index published by Transparency International at www.transparency.org).

In addition to the risk-based due diligence conducted by the Company’s Compliance Officer, all J&J Personnel should be alert for certain situations or “red flags” in connection with the engagement and oversight of Third Party Intermediaries. These situations are explained in Section 4.5 of J&J’s Anti-Corruption Policy.

Any J&J Personnel with signature authority to approve contracts and/or payment to Third Party Intermediaries must assure themselves that the documentation for the Third Party Intermediary had the Company’s Compliance Officer’s approval where appropriate before approving such contracts and/or payments.

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I. Company Information

Name: _____
Address: _____

Telephone: _____
Website: _____
Principal Contact: _____
Legal status of Company (Partnership, Corp., etc.) _____
Date and Place of Establishment: _____

Is your company, or its ultimate parent company, an issuer of securities listed on a public stock exchange?
Yes ___ No ___. If yes, please list the exchange(s) on which the securities trade:

List any interim company(ies) (companies between your company and the ultimate parent company), or other affiliated companies with common ownership:

Ultimate Parent Company: _____
Affiliated Companies: _____

If privately held, please indicate the following for the ultimate parent company:

Owner(s)	Nationality	Percent Ownership
_____	_____	_____
_____	_____	_____

Please provide the names and contact information for two business associates that are able to provide a professional reference for you and your firm.

II. Governmental Affiliations

Is any principal, owner, officer, director, or employee of your company or one of its affiliates also a Government Official, affiliated or employed by a state/government sponsored or affiliated organization or entity, including any state-owned, controlled or affiliated wealth fund, investment fund, pension plan, or other organization before which you intend to represent J&J

or any political party official or candidate for political office? Yes ___ No ___ If "Yes," list names, titles and governmental positions:

Does any principal, owner, officer, director, employee of your company or one of its affiliates have any personal or professional affiliations with any Government Officials, affiliated or employed by a state/government sponsored or affiliated organization or entity, including any state-owned, controlled or affiliated wealth fund, investment fund, pension plan, or other organization before which you intend to represent J&J, or any political party official or candidate for political office? Yes ___ No ___. If "Yes," list names, titles and governmental positions and nature of relationship:

III. Business Opportunity and Third Party's Goods or Services

Describe the goods and services to be provided (attach proposed sales and/or service agreement):

IV. Intermediaries/Agents/Sponsors/Consultants/Representatives ("Intermediaries")

Does your company use any Intermediaries to subcontractors or other such parties (e.g. brokers, consultants, sales intermediaries, agents, etc) to perform its obligations under the contract, including, but not limited to, interacting with government officials? Yes ___ No ___. If "Yes," please list names, addresses and phone numbers of Intermediaries and a description of what services they provide:

Has your company performed a due diligence on these Intermediaries? Yes ___ No ___

If "Yes," please attach the file. Please also attach the relevant contract/ engagement file with each Intermediary.

Has your company provided Intermediaries with anti-bribery policies and training, including materials on the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the UK Bribery Act, and/or any relevant local anti-bribery or corruption law? Yes ___ No ___

V. Compliance Training and Accountability

Does your company provide compliance policies and training on any type of ethics and anti-bribery issues (such as the FCPA and UK Bribery Act) to its employees? Yes ___ No ___

If "Yes," please attach a copy of the policies and/or training programs.

Depending on the circumstances, it may also be appropriate to request some or all of the following items: (i) copies of records maintained relating to facilitation payments and things of material value provided to third parties; (ii) list of political contributions made by you and any affiliates; and (iii) details of material

grants, benefits, rulings or orders received by you or your affiliates from any government entity or judicial authority.

VI. Legal Enforcement Proceedings

Have you, the Third Party company or any affiliate of the Third Party, or any owner, officer, director or employee of the company's organization been the subject of past or pending legal, or regulatory proceedings, investigations or inquiries? Yes ___ No ___ If "Yes", describe below:

Have you, the Third Party company, or any affiliate of the Third Party, or any owner, officer, director or employee of the company's organization ever been the subject of a criminal investigation, indictment, or a similar proceeding? Yes ___ No ___ Ever been convicted in any criminal matter? Yes ___ No ___ If "Yes," describe below (and attach additional pages as necessary):

VII. Certification of Compliance with Anti-Corruption Laws / Contract Terms

I hereby certify on behalf of _____ (the "Third Party"):

- A. Compliance Policy: Third Party acknowledges and agrees that it is the written and established policy of the J&J Africa Group and affiliates ("J&J" or the "Company") to comply fully with all applicable laws and regulations of the United States and all jurisdictions in which it does business. Third Party warrants and represents that it will not take any action that would constitute a violation, or implicate the Company in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the United Kingdom Bribery Act, and where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials ("Anti-Bribery Act"). Third Party agrees that it shall immediately notify the Company of any violation or potential violation of anti-corruption laws, and shall also be responsible for any damages to the Company from Third Party's or its agents' violation, or potential violation, of any relevant anti-corruption laws.
- A. In furtherance of J&J's Anti-Corruption Policy, Third Party represents, warrants, and agrees that:
 - 1. Neither the Third Party, nor any of its officers, owners, agents, employees or close relatives ("Third Party and its Agents") is currently an officer, agent or employee of a government or government-owned enterprise or any agency, department or instrumentality thereof or political party or public international organization or a candidate for government or political office or is an agent, officer, or employee of any entity owned by the government (a "Government Official"). If Third Party or its agents become a Government Official during the term of the project covered by this Questionnaire; the Third Party shall notify the Company immediately so Company may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure anti-corruption compliance;
 - 2. As of the date of execution of this Questionnaire, no Government Official or close relative of a Government Official is associated with, or presently owns an interest, whether direct or indirect, in Third Party or has any legal or beneficial interest in the proposed agreement/relationship between Third Party and the Company or the payments to be made by the Company to Third Party under such agreement. In

addition, Third Party warrants that if a Government Official or close relative of a Government Official obtains such an interest in Third Party, Third Party shall notify the Company immediately so the Company may, and hereby reserves the right to, take whatever precautions and actions may be appropriate to assure anti-corruption compliance;

3. Neither Third Party nor its agents has made a promise to make, will make a promise to make, or will cause to be made, in connection with the proposed agreement, and the course of action contemplated by it, any Payments (i) to or for the use or benefit of any Government Official or close relative of a Government Official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for Payments previously made, to any Government Official or close relative of a Government Official; or (iii) to any other person or entity, the payment of which would violate the laws or regulations of the United States, the United Kingdom or any other governmental entity having jurisdiction over the activities being carried out by Third Party that involve the Company or its goods and/or services;
4. Third Party acknowledges and agrees that none of its existing business contracts have been obtained through the use of bribes;
- C. I further certify, represent and warrant that the Third Party and its subsidiaries have effective disclosure controls and procedures and an internal accounting controls system that is sufficient to provide reasonable assurances that violations of applicable anti-corruption laws will be prevented, detected and deterred.
- D. I confirm that I am suitably qualified and authorized by the Third Party to give the certifications, warranties and agreements contained in this Questionnaire and that the same has been authorized by all and any necessary corporate action.

I understand and acknowledge that any misrepresentations made in this Questionnaire and any non-compliance with the above representations will constitute grounds for termination, without compensation, of any agreement related to this Questionnaire and any subsequent agreement Third Party may enter into with the Company or any of its affiliated companies.

Signature:

Date:

Name and Title:
