

APPENDIX I

ANTI-CORRUPTION GUIDELINES

1. Without prejudice to the generality of the foregoing provisions, the Contractor undertakes and warrants to Company that neither it nor any member of its Group, nor any agent, Contractor or other intermediary acting on behalf of Contractor or its Group, shall, directly or indirectly, in relation to this Agreement, give, promise or attempt to give, or approve or authorize the giving of anything of value to:
 - a. any employee, officer or director of or any person representing Company or its Group;
 - b. any other person, including any Public Official;
 - c. a political party or a labour union controlled by any Government or political party; or
 - d. a charitable or other organization, or an officer, director or employee thereof, or any person acting directly or indirectly on behalf of the same;

for the purpose of (i) securing any improper advantage for Contractor or its Group or Company or its Group; (ii) inducing or influencing that Public Official improperly to take any action or refrain from taking any action in order for either Party's Group to obtain or retain business, or to secure the direction of business to either Group, or (iii) inducing or influencing that Public Official to use his/her influence with any Government or public international organization, or any or any department, agency or other instrumentality thereof, for any such purpose.

2. The Contractor further warrants and undertakes to the Company that:
 - a. to the best of its knowledge, neither the Contractor nor any of its affiliates, officers, directors, shareholders, employees, or agents or other intermediaries, or any other person acting directly or indirectly on its behalf, has carried out any of the actions described in clause 2(i), above; and,
 - b. the persons described in (a), above, shall comply with the provisions of this Appendix.
3. Notwithstanding the foregoing provisions, as regards small value payments to a low level Public Official for the facilitation or expedition of routine tasks which that person must perform as part of his/her job, the Contractor warrants and undertakes that it and its affiliates, officers, directors, shareholders, employees, agents or other intermediaries, or any other person acting directly or indirectly on its behalf, shall fully comply with Company's Anti-Corruption Guidelines involving such payments, including cooperating with the Company to eliminate such payments.
4. The Contractor warrants and undertakes that all remuneration received from the Company under this Agreement is solely intended to compensate the Contractor for the Items and Services expressly provided under this Agreement, including the Contractor's related documented costs and expenses. The Contractor warrants and undertakes that it is not receiving remuneration for any other purpose.
5. The Contractor warrants and undertakes it shall maintain adequate records in order to be able to verify its compliance with the provisions of this clause of Section VI, and, without prejudice to the other provisions of this Agreement involving audits, it shall permit the Company or a certified public accountant designated by the Company to conduct an audit of such records, at the Company's reasonable

discretion, in case of any bona-fide dispute between the Parties regarding such compliance, or in case of any investigation by or allegation from any applicable public authority regarding potential violations of any relevant laws involving these matters. The Parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.