

1. [Supplier] shall (i) comply with all applicable anti-corruption laws and regulations, including and without limitation, the US Foreign Corrupt Practices Act 1977 and (ii) undertakes and warrants to [Maersk entity] that it and its Associated Persons, shall not directly or through third parties give, promise or attempt to give or approve the giving of anything of value (including facilitation payments) to any person or any entity where such action would be prohibited by applicable law, for the purpose of:
 - a) securing any improper advantage for [Maersk entity];
 - b) inducing or influencing a Public Official improperly to take action or refrain from taking action in order for either Party to obtain or retain business or to secure the direction of business to either; or
 - c) inducing or influencing a Public Official to use his/her influence with any Government or public international organization for such purpose.

2. [Supplier] further warrants and undertakes to [Maersk entity] that:
 - a) to the best of its knowledge neither [Supplier] nor any of its Associated Persons has carried out any of the actions described in Clause 1 above;
 - b) all remuneration received from [Maersk entity] is solely intended to compensate [Supplier] for its obligations performed in this Agreement, including [Supplier's] related documented costs and expenses and that it is not receiving remuneration for any other purpose;
 - c) neither it nor any of its Associated Persons shall use any part of said remuneration for any purpose prohibited by this clause.
3. [Supplier] will not undertake any action in violation of export controls and sanctions laws of the UN, the EU and US or other relevant regulator ("Foreign Trade Controls"). Specifically, [Supplier] shall not deal or cause [Maersk entity] to deal with any person or entity in respect of transactions prohibited by Foreign Trade Controls, except with [Maersk entity's] prior written consent; or which could damage [Maersk entity's] commercial or other reputation interests, even if not in violation of any Foreign Trade Controls.

4. In the event Supplier subcontracts or otherwise procures the services of any party for the purpose of such party performing any of Supplier's obligations in this Agreement, Supplier agrees to contractually impose the requirements of this clause upon such party. Supplier further agrees that any breach by such party in performing the obligations of Supplier in this Agreement shall be deemed a breach of this clause by Supplier.
5. [Supplier] has established processes and maintains policies and procedures to prevent violation of this clause, including ensuring that parties that it subcontracts or otherwise procures the services of for the purposes of performing any of Supplier's obligations in this Agreement are not at risk of violating the representations and undertakings of this clause.
6. [Supplier] shall maintain adequate records in order to verify its compliance with these provisions, and it shall permit [Maersk entity] or a certified public accountant designated by [Maersk entity] to audit such records including all applicable bank accounts and applicable bank transactions at [Maersk entity's] reasonable discretion if [Maersk entity] has a bona fide belief that [Supplier] or any of its Associated Persons is in breach of these provisions or in case of any

investigation by or allegation from any applicable public authority regarding potential violations of relevant laws involving these matters. [Supplier] shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.

7. [Supplier] expressly agrees to hold harmless, defend, indemnify and waive all rights of recourse against [Maersk entity] from and against any and all claims, demands, liabilities, fines, penalties, charges and expenses of whatsoever nature (including legal costs) or causes of action of any kind, made by or available to any third party (including, without limitation, governmental authorities) arising out of any unlawful and/or negligent act or omission as a result of [Supplier's] breach of its obligations in this clause or applicable law.
8. If [Supplier] breaches any of its obligations or representations [Maersk entity] may terminate this Agreement with immediate effect without incurring any liability.

