

## **Anti-Bribery, Improper Payments and Sanctions**

1. For the purposes of this Clause:

### **Affiliate**

means in relation to any Party, any entity that is directly or indirectly Controlled by the same Controlling person as such Party (including, for the avoidance of doubt, any member of such Party's corporate group under the laws of Hungary).

### **Anti-Bribery Laws**

means, in each case to the extent that they are applicable to a Contracting Party or a Controlling person, or any other Affiliate (as the case may be): (i) the UK Bribery Act 2010; (ii) the U.S. Foreign Corrupt Practices Act of 1977 (as amended); (iii) any applicable law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997; and (iv) any other applicable law, rule or regulation of similar purpose and scope in any jurisdiction, including books and records offences relating directly or indirectly to a bribe.

### **Control**

shall mean a right or power of any ultimate controlling person to control or direct, whether by contract, equity ownership or otherwise, directly or indirectly, the affairs of the relevant entity, including without limitation, (a) the power to direct the policies, affairs or management of the relevant entity, (b) the power to control the composition of any board of directors or governing body of the relevant entity, (c) holding (directly or indirectly) of ownership of more than fifty per cent (50%) issued shares of the relevant entity, (d) hold more than fifty per cent (50%) of voting rights attached to the issued shares or other securities of the relevant entity, and "Controlled" and "Controlling" shall be construed accordingly.

### **Restricted Person**

means (i) a person, entity, undertaking, authority or other body (including a government entity) or (ii) director, officer, agent, employee, Affiliate or other person associated with or acting on behalf of any such person, entity, undertaking, authority or other body (including a government entity), who or which is (a) listed on any Sanctions list or becoming the subject of any Sanctions or owned (at least 20 % (twenty per cent)) or Controlled, or (b) located or organized within, or doing business or operating from, a Sanctioned territory, or (c) in violation of any applicable Sanction laws.

### **Sanctions**

means any sanctions or restrictive measures administered by the government of Hungary, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Foreign and Commonwealth Office of the United Kingdom, the State Secretariat for Economic Affairs of Switzerland; or other relevant sanctions authority (including, without limitation in the European Union, the United States, the United Kingdom, the United Nations and Switzerland). "Sanctioned" and "Sanctioning" shall be construed accordingly.

2. Contracting Party declares that (i) neither it itself nor the members of its statutory and supervisory body, nor its Affiliates, nor its Controlling persons, nor its/his/her subcontractors nor their Controlling persons are a Restricted Person, and (ii) it is not in a legal relationship with a Restricted Person.
3. The Contracting Party undertakes that neither it nor any of its Affiliates, except for this paragraph 3 letter (c) below, which shall apply to the Contracting Party only, shall, for itself or on its own behalf, directly or indirectly:
  - (a) breach or contravene any Sanctions; or
  - (b) become a Restricted Person;

- (c) directly or indirectly use any funds, lend, contribute or otherwise make available such proceeds any funds to other person:
    - (i) in violation of Sanctions by any person; or
    - (ii) in order to, or for the purpose of, financing any activities or business of or with any Restricted Person, or in any Sanctioned territory;
  - (d) make any contributions, loans or investments directly or indirectly from any activity or transaction with a Restricted Person or which would otherwise cause to be in breach of any Sanctions.
4. The Contracting Party undertakes that neither it nor any of its Affiliates, shall, for itself or on its own behalf, directly or indirectly:
- (a) breach or contravene any Anti-Bribery Laws or any applicable anti money laundering law, rule or regulation or any books and records offences relating directly or indirectly to a bribe;
  - (b) without limiting of paragraph 4 letter (a) above, directly or indirectly:
    - (i) offer, promise, or give a financial or other advantage to another person intending the advantage to induce or reward improper performance of a relevant function or activity, or where acceptance of the advantage itself constitutes such impropriety;
    - (ii) request, agree to, or accept a financial or other advantage, and in consequence intend to induce improper performance, or where a request, agreement, or acceptance of an advantage itself amounts to improper performance, or where the advantage is paid as a reward for, or in anticipation or as a consequence of, the improper performance;
    - (iii) offer, promise, or give a financial or other advantage to a public official or another with intent to influence the officials in his official capacity and to obtain or retain business, or a business advantage, including, without limitation, making or receiving any bribe, rebate, pay off, influence payment, kick back or other contribution or gifts contrary to Anti-Bribery Laws;
    - (iv) fail to prevent bribery by an Affiliate in order to obtain or retain business or a business advantage.
5. The Contracting Party undertakes that it will:
- (a) give notice in writing to CETIN Hungary of any breach of Clauses 3 and/or 4 above as soon as it becomes aware of such breach (save in circumstances where it has been told of the breach by CETIN Hungary; and
  - (b) provide CETIN Hungary with relevant documents in the case actions to be performed by CETIN Hungary require prior authorization from the competent sanctions' authority due to Sanctions.
6. The Contracting Party undertakes that it will implement or procure the implementation, without unreasonable delay, of any corrective measure reasonably requested by CETIN Hungary to remedy any breach of Clauses 3 and/or 4 above or to prevent similar future breaches of those Clauses.
7. In the event the Contracting Party , a member of its statutory or supervisory body or Affiliates becomes a Restricted Person at any time, and CETIN Hungary shall be entitled to
- (a) reject to
    - (i) receive and/or accept any performance (deliverables) provided by the Contracting Party , which became a Restricted Person, and
    - (ii) deny to provide any performance to the Contracting Party ,
 which became a Restricted Person, for as long as the Contracting Party a member of its statutory or supervisory body or Affiliates remains a Restricted Person (e.g. CETIN Hungary

shall not be obliged to make payments according to the Contract for any deliverables, irrespective whether or not accepted),

(b) withdraw from the Contract.