

The Business Partner agrees that he shall comply all international applicable laws and standards. He shall also comply with the following TALIS Compliance Code for prevention against corruption, infringements of competition law and of export control law:

1. No Improper Means of Obtaining Business. The Company and the Business Partner agree that no agreements or concerted practices with other companies (this includes also decision of associations of companies) which have as their object or effect the prevention, restriction or distortion of competition of the free market.

2. No Bribes. The Business Partner will not, directly or indirectly, offer, grant, authorise or promise any benefit (anything of material or immaterial value) to any person or organisation (particularly Public Officials, employees of the Company and customers including persons closely connected to them) in order to induce or reward the improper performance of the person's relevant function. The Business Partner will take appropriate actions to ensure that any person representing or acting under its instruction or control ("**Agents**" or "**Business Partner's Agents**") will also comply with these rules.

3. Conflict of Interest. Except as disclosed in writing to the Company the Business Partner represents that it does not have any reason to believe that there are any (potential) contradictions against the interests of the Company. Such Conflict of Interests includes but not limited to family members who could potentially benefit from the commercial relationship; and neither the Business Partner, nor any of the Business Partner's Agents, have any family members who are government official or political party candidates in a position to influence the Business Partner's commercial relationship with the Company.

4. Accurate Books and Records. The Business Partner will maintain complete and accurate books and records in accordance with generally accepted accounting principles in the Business Partner's jurisdiction. The Business Partner will maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives.

5. Notification. The Business Partner will notify the Company promptly if

a) the Business Partner or any of the Business Partner's Agents have reason to believe that a breach the rules mentioned above has occurred or is likely to occur.

This will be occur for instance when a lawsuit against the Business Partner by the reason of (allegedly) violation of anti-trust law or laws and regulations to prevent corruption; or

b) if any conflicts of interest arise after the signing of this Agreement.

This could be the case, if any of the Business Partner's Agents or their family members become a government official or political party candidate in a position to influence the Business Partner's commercial relationship with the Company.

6. Compliance Certification. The Business Partner will, when and as may be requested by the Company, provide to the Company a written certification in form and substance satisfactory to the Company that the Business Partner is in compliance with the rules mentioned above.

7. International Trade Control. Company is committed as a matter of company policy to strict compliance with the applicable laws and regulations of the countries in which Company conducts business, including, but not limited to, European Union export control and trade sanction laws and regulations and the Distributor understands and agrees that:

¹ The term "Public Official" as used herein is broadly defined and includes

- any officer, employee or representative of, or any person otherwise acting in an official capacity for or on behalf of a Governmental Authority
- any political party and any officer of, or individual who holds a position in, a political party, and any candidate for political office,

any person who otherwise exercises a public function or task for on behalf of any country or public body.

a) the Products or technical information sold or otherwise provided (regardless of quantity or value) may be subject to export and other foreign trade controls restricting the sale, re-export and/or transfer of such products or technical information to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of European Union and other jurisdictions;

b) notwithstanding any other provision of other agreements to the contrary, the Business Partner will not sell, re-export or transfer any Products or technical information supplied under this Agreement except in full compliance with all applicable governmental requirements, including, but not limited to, applicable trade sanctions and constraints administered by the European Union and applicable export control measures administered by the European Union.

c) if Company in its sole discretion determines that the entry into or the performance of an order violate any applicable law or regulation of the European Union or any other special applicable law regarding Export Control or Trade restrictions, Company is allowed to cancel the affected agreements.

8. Audit Rights. If the Company at any time believes, that the Business Partner has breached the warranties, representations or agreements mentioned above, then the Company will have the right to audit the Business Partner's books and records related to this Agreement in order to verify the Business Partner's compliance with the provisions mentioned above. The audit will be performed by individuals selected by the Company. However, upon request by the Business Partner, the Company will select in its sole discretion an independent third party to conduct an audit in order to certify to the Company that no breach has occurred or will occur. The Business Partner will fully cooperate in any audit conducted by or on behalf of the Company.

9. Termination rights. Any breach of the warranties, representations or agreements mentioned above will constitute grounds for immediate termination of this Agreement for cause by the Company and no commission, compensation, reimbursement or other payment will be due to the Business Partner. The Business Partner will indemnify and hold the Company harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from the Business Partner's breach of the representations, warranties and agreements contained in the Section.

10. Right of retention. If the Company at any time believes, that a breach of any of the representations and warranties stated above has occurred or may occur, the Company may withhold any commission, compensation, reimbursement, or any other payment until such time as the Company has received any confirmation to its reasonable satisfaction that no breach has occurred or will occur. The Company shall not be liable to the Business Partner for any claim, losses, or damages whatsoever related to the Company's decision to withhold any commission, compensation, reimbursement, or any other payment under this provision.

11. Data Privacy Consent. The Business Partner consents to the collection, processing and international transfer of data and information related to the business relationship between it and the Company, including the transfer of personally identifiable data (for example names, email addresses, telephone numbers) to and between the Company and its affiliates wherever they may be located, for the purposes of allowing the Company and its affiliates to evaluate the Business Partner's experience and qualifications and implement any business. The Business Partner has the right to:

a) request access to this data,

b) rectify or cancel any inaccurate or expired data and

c) object to any processing that does not conform to these purposes.