

The article below is intended to formalise the supplier's specific undertaking to comply with the laws and regulations in force regarding ethics and anti-corruption.

Anti-corruption undertaking

ZZZ hereby certifies, represents and warrants that:

- ZZZ has all the permits and authorisations necessary to fulfil all of its obligations under this Contract and that ZZZ has always complied with the laws, rules and regulations in force and has never been subject to any criminal conviction;
- This Contract has been negotiated and prepared in a manner that ensures compliance with all laws, rules and regulations applicable in France or in any other country.
- ZZZ shall comply with all national and international laws, rules and regulations including, in particular, the French anti-corruption laws and the OECD Convention signed in Paris on 17 December 1997, of which ZZZ declares to be fully aware;

ZZZ hereby gives an undertaking to KNDS France & Subsidiaries, systematically and for the entire duration of this Contract, to:

- Act conscientiously and in good faith towards KNDS France & Subsidiaries, and prevent any inconsistency with its obligations under this Contract and/or applicable laws.
- Prohibit all improper practices, in particular corruption, in the conduct of its business.
- Ensure that no payment in its entirety from KNDS France & Subsidiaries is an instrument of corruption.
- Ensure that none of its officers, suppliers or employees, alone or with the complicity of a third party, directly or indirectly, offers, promises or authorises or will offer, promise or authorise any bribe or gift to any person. ZZZ undertakes that none of its officers, suppliers or employees, either alone or with the complicity of a third party, solicits, accepts or will solicit or accept, directly or indirectly, any bribe from any person.

ZZZ declares that ZZZ and its employees concerned shall:

- Prohibit any activity, practice or conduct that may constitute an offence/fraud under the above-mentioned anti-corruption laws.
- Apply, throughout the Contract, its own internal policies and procedures, including but not limited to the procedures adapted to the anti-corruption laws mentioned above, in order to ensure ZZZ's compliance with applicable anti-corruption laws, regulations and sanctions.
- Inform KNDS France & Subsidiaries without delay of any unjustified financial demands or other advantages of any kind received by ZZZ in connection with the performance of this Contract.
- Inform KNDS France & Subsidiaries without delay, in writing, if a foreign public official (as defined at the article 1.4 of the OECD convention) becomes a representative or employee of ZZZ or becomes, directly or indirectly, a stakeholder of ZZZ. ZZZ declares that, as of the date of this Contract, no foreign public official is, directly or indirectly, a representative, employee and/or shareholder of ZZZ.

For the purposes of this Contract, the term "corruption" is defined as follows:

- Offering, promising or giving (directly or indirectly) a financial or other advantage with the intention of inducing improper performance of the corresponding duties or activities. This definition includes acts of corruption committed by business or private entities and national or foreign public officials. This definition includes "facilitation payments" which are in some jurisdictions considered to be a practice intended to promote administrative cooperation, ensure free movement, minimise bureaucracy or facilitate the granting of approvals.
- Soliciting, agreeing to receive or demanding (directly or indirectly) a financial or other advantage with the intention of inducing the improper performance of a function or activity.
- Offering, promising or giving a foreign public official a payment or other financial advantage with the intention of influencing that person to obtain or retain business and/or obtain any other undue advantage. This definition also includes employees of government or state organisations, international public organisations or political parties.
- Agreeing with a third party (e.g. a subcontractor) that the latter will perform an act of corruption (even if the act of corruption is paid for outside of ZZZ's jurisdiction).

Anti-corruption undertaking

Any failure by ZZZ to comply with all applicable anti-corruption laws, rules and regulations shall be deemed a material breach of the Contract and shall entitle KNDS France & Subsidiaries to terminate the Contract forthwith. KNDS France & Subsidiaries may also terminate this Contract if KNDS France & Subsidiaries believe in good faith that ZZZ has violated or intends to violate or has caused to be violated any anti-corruption law. ZZZ expressly undertakes to waive any claim for compensation or redress in such cases.

ZZZ shall indemnify and hold KNDS France & Subsidiaries harmless from any claim, loss or damage arising from any breach of ZZZ's obligation to comply with all the applicable anti-corruption laws, rules and regulations referred to in this article.

ZZZ undertakes to adopt the same level of vigilance with its suppliers and subcontractors and to require from its suppliers and subcontractors that they are bound by provisions at least equivalent to those contained in this article.

Signature of the supplier's duly authorised representative

Last name:

First name:

Title :

Date :

Signature
(Preceded by the words "read and approved")

Stamp of the company: