



## **Anti-Bribery, Money Laundering and Corrupt Practices**

As a valued service provider you need to be aware that Arpin International Group and all its global affiliates fully comply with and support enforcement of all applicable anti-bribery, money laundering, antitrust laws (price fixing, etc.), and other corrupt practices laws including, but not limited to, the US Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C §§ 78dd-1, et seq., the UK Bribery Act 2010, as amended, the UK Money Laundering Regulations 2007, as amended, and the OECD Convention on Combating Bribery of Foreign Public Officials (collectively, the "Anti-Corruption Laws"). Publications and links to the Anti-Corruption Laws can be found at [www.usdoj.gov/criminal/fraud/fcpa.html](http://www.usdoj.gov/criminal/fraud/fcpa.html) and [www.legislation.gov.uk](http://www.legislation.gov.uk). You, the undersigned, must sign and return (electronic signatures, email or fax copies accepted as originals) this document acknowledging your agreement to be bound by the Anti-Corruption Laws and the terms and conditions hereof; however, you agree that your acceptance to perform services referred to you by Arpin International Group or any of its affiliates (the "services") shall in and of itself constitute your agreement herewith. You further acknowledge and agree that in connection with the services:

- You shall comply with the Anti-Corruption Laws and indemnify, hold harmless and defend Arpin International Group, its affiliates and clients from and against any violations thereof committed by you your directors, officers, employees, and service providers (including but not limited to your subcontractors, agents, and other intermediaries).
- Arpin International Group has a zero tolerance policy towards bribery and corruption.
- Arpin International Group is a signatory to the FIDI Anti-Bribery and Anti-Corruption Charter (<https://www.fidi.org/about-fidi/fidis-commitments/anti-bribery-and-anti-corruption-charter>), and by agreeing and committing to this Charter, Arpin International Group undertakes to:
  - Never engage in any form of bribery, either directly or through any third party.
  - Never offer or make an improper payment, or authorize an improper payment (cash or otherwise) to any individual, including any local or foreign official anywhere in the world.
  - Never attempt to induce an individual, or a local or foreign official to act illegally or improperly.
  - Never offer, or accept, money or anything of value, such as gifts, kickbacks or commissions, in connection with the procurement of business or the award of a contract.
  - Never offer or give any gift or token of hospitality to any public employee or government official or representative if there is any expectation or implication for a return favor
  - Never accept any gift from any business partner if there is any suggestion that a return favor will be expected or implied.
  - Never facilitate payments to obtain a level of service which one would not normally be entitled to.
  - Never disregard or fail to report any indication of improper payments to the appropriate authorities.
  - Never induce or assist another individual to break any applicable law or regulation.
- You and your directors, officers, employees, and service providers (including but not limited to your subcontractors, agents, and other intermediaries) shall not, offer, give, promise to give or authorize the giving to any person whatsoever (including but not limited to private individuals, commercial organizations, Public Officials or any political party, official of a political party, or candidate for public

office) ("Person")), or solicit, accept or agree to accept from any Person, either directly or indirectly, anything of value including, without limitation, gifts or entertainment or facilitation payments, in order to obtain, influence, induce or reward any improper advantage in connection with the services or any other business transactions involving Arpin International Group (the "Anti-Corruption Obligation").

- You further agree to have adequate procedures in place to prevent bribery and corruption, in addition to establishing and maintaining an adequate system of internal accounting controls.
- You shall agree to complete the necessary Compliance training that will be made available to your organization as a benefit for becoming a valued service provider to Arpin International Group. Completion of these Compliance training courses will become a prerequisite prior to engaging or performing any services referred to you by Arpin International Group or any of its affiliates (the "services"). The training will cover all the relevant topics as described within this Agreement, mainly anti-bribery, antitrust laws, anti-money laundering, and business ethics.
- Subject to any relevant data privacy or protection law, you shall immediately report to Arpin International Group:
  - (a) any request or demand received by you, or any other service provider engaged by you that could amount to a breach of the Anti-Corruption Laws or Anti-Corruption Obligation; or
  - (b) any allegations, proceedings or investigations relating to bribery, corruption or money laundering against you and/or your directors, officers, employees, or your service providers (including but not limited to your subcontractors, agents, and other intermediaries) engaged in connection with the services.
- You shall provide Arpin International Group with such further assurances or certificates that Arpin International Group may request from time to time and certify annually to Arpin International Group, in writing duly signed and authorized by you, that you and your directors, officers, employees, and service providers (including but not limited to your subcontractors, agents, and other intermediaries) in connection with the services have at all times during the relevant preceding period complied with the Anti-Corruption Laws and Anti-Corruption Obligation. You shall provide such supporting evidence of compliance as Arpin International Group may reasonably request including, but not limited to, documentary or other evidence of payment to third parties including, but not limited to, government departments and customs authorities.

Should you have any questions or concerns regarding Arpin International Group's policies concerning the above matters, please do not hesitate to contact the local Arpin International Group office or Arpin's Compliance department at [compliance@arpin.com](mailto:compliance@arpin.com). Please visit [www.arpinintl.com](http://www.arpinintl.com) to locate the nearest Arpin International Group office.

Acknowledged and Agreed To By:

Company Name \_\_\_\_\_

Individual Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_