



Compliance Contractual clauses for Business Partners

A. RESPECT FOR LEGAL AND GOOD TRADE PRACTICES

Your Organization commits and warrants that the company as well as its staff, consultants or partners shall render their services with complete respect of the law, legal resolutions or any other public authority applicable to the Project and its services, as well as the conformity with good international trade practices and habits.

Your Organization shall hold harmless Sociedad Española de Montajes Industriales, S.A. (SEMI) against any claims or damages it may suffer as a consequence of the default by your Organization of its obligations and warranties established herein under. Likewise, our Organization shall keep SEMI duly and timely informed about the content of the laws or legal resolutions or that of any public authority of application and which compliance needs to be known and performed.

The content of this document does under no circumstance represent a specific or implied authorization to your Organization by SEMI for the use of illegal methods for the procurement or conservation of contracts, works or any other benefits. In case of default by your Organization of this clause, the partner shall exclusively assume any responsibility which may arise due to violating the Organization for Economic Cooperation and Development (OCDE) for the fight against the corruption of public foreign agents in international trade operations, signed on December 17th, 1991, or any other similar law existing in Spain, the European Union or the Territory, holding SEMI harmless and safe against any liability that can be incurred by the violation of your Organization pursuant to the agreements of this clause.

B. ANTICORRUPTION

1. The parties commit to, on the date this contract comes into effect, that neither them, their managers, officials or employees have offered, delivered, authorized, requested or accepted any undue advantage, economic or otherwise (or insinuated they shall or can at any time in the future) related in any way with the contract and that they shall have adopted the reasonable means to prevent any subcontractor, agent or any third party who is subject to their control or decisive influence from doing so.
2. The parties agree that at all times pursuant to the contract, during their contractual relationship and subsequently, they shall comply with and adopt all reasonable measures to ensure that their subcontractors, agents or other third parties subject to their control or decisive influence apply the following provisions as well:
 - 2.1. The parties shall prohibit the following practices at all times and under any guise, pursuant to relationships with public officials at an international, national or local levels, political parties, officials of a party or candidates for a political position, as well as managers, officials or employees of one party, whether performed directly or indirectly through third parties:
 - a. Bribery is the offering, promise, delivery, authorization or acceptance of any undue monetary gift or any other benefit or advantage for, or through, or performed by any of the individuals listed above, or any other person, with the purpose of obtaining or maintaining a business or any other benefit or inappropriate advantage; for example, those related with the awarding of public or private entity contracts, regulatory licenses, taxes matters, customs or judicial and legal procedures.

Bribery often includes:

- i. Sharing part of an awarded contract payment, either with the government, political parties officials or employees of the other contracting parties, their relatives, friends or trade partners, or
- ii. Use intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or political parties' officials, or employees of the other contracting party, their relatives, friends or trade partners.

- b. Extortion or incitement to crime is the demand of a bribery or payment, whether is accompanied or not with a threat in case of a negative response to providing what has been demanded. Any incitement or extortion attempt shall be rejected by the parties and said parties are encouraged to report said attempts using the formal and informal procedures in place that are available, unless said reporting is considered as counterproductive under specific circumstances.
- c. Influence peddling is the offering or requirement of an undue advantage with the purpose of exercising an inadequate influence, real or otherwise, over an official, with the purpose of obtaining an undue benefit or advantage for the instigator of the act or any other person.
- d. Laundering of the product of the above mentioned practices is the concealment and cover up of legal origin, the source, location, disposition, movement or ownership of a property, with the knowledge that said property is the result of a crime.

“Corruption” or “Corrupt Practice(s)”, includes bribery, extortion or instigation to crime, influence peddling and money laundering of the result of these practices.

- 2.2. Pursuant to third parties under control or subject to the decisive influence of one party, including but not limited to the agents, consultants for the development of businesses, sales representatives, customs agents, general consultants, retailers, subcontractors, franchisers, attorneys, accountants or similar intermediaries, who act in name of the party in relation with commercialization or sales, in the negotiation of contracts, the procurement of licenses, permits and other authorizations, or in relation with any action which benefits the party, or as subcontractors in the chain of supply, the parties shall instruct all of the above to not be involved or tolerate any act of corruption; to not use them as a conduit for the execution of a corruption act; contract all of the above only as necessary for the normal development of the party business; and do not pay any remuneration greater than adequate for the lawfully rendered services.

3. If any of the parties, as the result of performing a contractually agreed upon audit, if any, of the other party accounting books and financial records, or in any other manner, provides evidence that this last one has participated in the material and repetitive breach of paragraphs 2.1 and 2.2 above, shall notify it to the later party as a consequence and shall demand the adoption of the necessary corrective actions within a reasonable period of time and to be informed about said actions. If this last party does not adopt the necessary corrective actions, or if said actions are not possible, it can appeal its defense proving that at the time in which the default or default evidence took place, it had put in place the necessary preventive measures against corruption, adapted to its specific circumstances and capable of detecting the corruption and promoting a culture of integrity within its organization. If corrective actions are not adopted or, as the case may be, an efficient defense is not provided, the first party can, at its sole discretion, cancel suspend or terminate the contract, understanding that all contractually owned amounts at the time of the contract suspension or termination are still playable, as allowed by the applicable law.
4. Any organization, either arbitration court, or any other organization of dispute resolution, which reaches a decision pursuant to the contract dispute resolution provisions, shall have the power to determine the contractual consequences of any alleged violation of this Clause.

C. CODE OF CONDUCT FOR BUSINESS PARTNERS AND COMPLIANCE WITH COMPETITION STANDARDS

Your Organization declares that they have received and understood the integrity of the content of the COBRA IS Code of Conduct for Business Partners for the purposes of adhering there to and fulfilling the provisions therein.

Your Organization declares that they promote the defence of the free market and performs a compliance culture in terms of Legal and Competition Compliance and, specifically, declares zero tolerance to the breach of Competition regulations with regard to their employees, executive members and representatives. Subject to the duty of secrecy applicable to sanctioning procedures in competition matters your Organization declares:

- i. That they have not been subjected to an inspection or are not currently involved in a preliminary investigation or procedure before a competent authority for the commission of an infringement of Competition law.
- ii. Not having been sanctioned for the commission of a serious or very serious infraction of Competition Law in the last 10 years.
- iii. That they have read and understood the integrity of the COBRA IS Protocol for Compliance with Competition Standards for the purposes of adhering there to and complying with the provisions therein.

Additionally, and during the business relation, the award of a final judgement confirming the commission of a very serious breach under antitrust legislation shall give rise to the early termination of the contract. If your Organization was sanctioned during the business relation, they undertake to convey such circumstance after being awarded an adverse final judgement as soon as possible and, in any event, within the period of 5 days.

D. HUMAN RIGHTS

Your Organization states that it has in its internal organization sufficient measures for prevention, management and mitigation of the commission of any type of conduct, which could imply a violation of the Human Rights collected in the Universal Declaration of Human Rights of the United Nations, committed with the media or under the cover of the company itself and / or through any natural person who is a member of or dependent on it.

For the purposes of what is stated in the previous paragraph, your Organization states that it is aware of the VINCI Guide on Human Rights (published on the corporate website www.gruposemi.com) and undertakes to respect it and apply its provisions in the operation of the present commercial relationship and to communicate any irregularity in compliance with them through the Ethical Channel available on the same corporate website. Likewise, in the event that, your Organization subcontracts part of the activities object of the present commercial relationship, it will, in turn, ensure that said subcontractors comply with the provisions of this contract, as well as the rest of the VINCI Group rules that, if applicable, may apply to them.