

Anti-Corruption Compliance Requirements Schedule

1. VENDOR will not make any payments or carry out any activities related to this Agreement that have the purpose or effect of public or commercial bribery or any other unlawful or improper means of obtaining or retaining business or an improper advantage.
 2. VENDOR warrants and represents that it will comply with any applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, Russian anti-corruption laws and applicable European and German anti-bribery laws and regulations ("Anti-Corruption Laws").
 3. Anti-Corruption Laws make it unlawful, among other things, for TI or anyone acting on its behalf to make or offer payment, promise to pay, or authorize the payment of anything of value to: (i) any officer or employee of, or any person acting in an official capacity for, a government or any department, agency, corporation including state-owned or controlled entities thereof, or any political party, party official or candidate, or (ii) any person, while knowing that all or a portion thereof will be offered, given or promised, directly or indirectly, to anyone described in (i) above, for the purpose of: (a) influencing any act or decision by such person in his official capacity, or (b) inducing him to use his influence with a government to affect, either by action or inaction, any act or decision of such government to obtain or retain business for any person.
 4. VENDOR will not use any portion of a payment made by TI in breach of any Anti-Corruption Laws in circumstances where such offer, payment or gift would constitute a bribe, illegal or corrupt payment, or kickback under any Anti-Corruption Laws, including without limitation offering, paying or giving, directly or indirectly, any bribe or any other benefit to a government official, employee, representative, political party or candidate for political office.
 5. VENDOR warrants (a) that no government official has any direct or indirect ownership or pecuniary interest in it or in the contractual relationship established by this Agreement and (b) that no such individual is employed by it in any capacity. If at any time during the term of this Agreement this warranty becomes incorrect, VENDOR must immediately disclose that fact to TI, including providing TI with all information concerning the duties and authority of the official.
- VENDOR will keep full and accurate books and records of all transactions and activities related to this Agreement and will make such books and records available to TI on request.
6. At TI's request, VENDOR will certify that neither it nor any person associated in any capacity with VENDOR who is acting on TI's behalf has made, has offered or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, to any government official, political party, or political party official or candidate for the purpose of maintaining or securing business for TI or for any other improper purpose. If VENDOR learns of or has reason to know of any such payment, offer, or agreement to make a payment, VENDOR it will immediately advise TI of such knowledge or suspicion.
 7. If TI should believe, in good faith, that VENDOR has breached any provision of this Agreement intended to assure compliance with Anti-Corruption Laws, TI may terminate this agreement immediately without any obligation to VENDOR.