

**STANDARD BUSINESS ETHICS AND ANTI-CORRUPTION CLAUSE**  
**FOR CONTRACTS FOR SUPPLY OF SERVICES OR GOODS (INCLUDING AGENTS,**  
**CONSULTANTS, CONTRACTORS, AND SUPPLIERS)**

**BUSINESS ETHICS AND ANTI-CORRUPTION**

**1.1 BUSINESS ETHICS AND ANTI-CORRUPTION REQUIREMENTS**

The Supplier shall in connection with this Contract comply with and not engage in any activity, practice, or conduct in breach of:

- i. Any applicable anti-corruption laws and regulations.
- ii. The requirements of Norad and Norwegian anti-corruption laws and regulations, when acting on behalf of BTI;
- iii. The BTI Supplier Code of Conduct, and
- iv. Standards that are consistent with the BTI Requirement for Business Ethics, when acting on behalf of BTI.

The Supplier further represents and warrants that it has in connection with the bidding for, negotiation of and preparation for this Contract not engaged in any activity, practice or conduct that would be in breach of the above laws, regulations, and policies.

**1.2 RECORD-KEEPING, REPORTING AND AUDITS**

The Supplier shall maintain detailed and up-to-date books, accounts and records in compliance with internationally recognized accounting standards and the terms and conditions of this Contract, which accurately and fairly identify payments made, transactions undertaken, work performed, and time and expense spent in connection with this contract.

If the Supplier has become aware of a possible breach of the requirements of this Clause 1, the Supplier shall promptly report this to BTI.

If the Supplier has reported a possible breach to BTI or if BTI reasonably suspects that a breach of the requirements of this Clause 1 may have occurred, then:

- i. The Supplier shall give BTI and its third-party representatives, on reasonable notice and during normal business hours, full and unrestricted access to any premises and persons which are relevant for the purpose of investigating such possible breach and shall provide relevant information and give other necessary assistance to the conduct of such investigation;
- ii. The Supplier shall, within reasonable time after being requested, provide any third-party representative appointed by BTI access to and copies of the Supplier's books, accounts and records and any other relevant information related to the suspected breach. Such access shall

be subject to such third-party representative undertaking to keep confidential any proprietary or other confidential information received from the Supplier, except that the representative may disclose to BTI the results of its audit into the suspected breach and all information related to such breach. Such audit rights shall continue for two (2) years after termination of this Contract;

- iii. BTI may require a suspension of the performance by the Supplier of this Contract during a reasonable period of investigations and audit, without any right of the Supplier to demand extension of time for completion of its performance of the Contract or additional costs from BTI; and
- iv. BTI may require the Supplier to implement reasonable corrective actions identified by BTI or its third-party representatives, including establishing new procedures or removing persons who have acted in breach of the requirements of this Clause 1.

### 1.3 TERMINATION AND INDEMNITY

In the event of any breach by the Supplier of the provisions of this Clause 1, then:

- i. If the breach is of a nature that is incapable of remedy or if the breach is capable of remedy, but the Supplier has not remedied the breach within a reasonable time period stipulated by BTI, BTI may terminate this Contract with immediate effect; and
- ii. The Supplier shall indemnify BTI against any losses, liabilities, damages, costs and expenses (including legal fees) incurred or suffered by BTI as a consequence of such breach.

### 1.4 REPRESENTATIVES AND SUB-CONTRACTORS

The requirements of this Clause 1 shall apply fully to the Supplier's Affiliates<sup>1</sup>, employees and permitted agents or other representatives, who perform services on behalf of the Supplier in connection with this Contract (the "Representatives"), and the Supplier shall ensure that the Representatives comply with the requirements of this Clause 1.

All sub-contracts entered by the Supplier with sub-contractors who shall deliver goods or services to the Supplier in connection with the Supplier's performance of this Contract (the "Sub-Contractors") shall:

- i. Impose on the Sub-Contractors undertakings and warranties that are in all substantial respects at least as strict as the undertakings and warranties set forth in this Clause 1;
- ii. Include a right of access for BTI and its third-party representatives to the premises, persons, books, accounts, records and other information of the Sub-Contractors in line with the principles of Clause 1.2 above; and
- iii. Include an undertaking of the Sub-Contractors to implement reasonable corrective actions identified by BTI or its third-party representatives in line with the principles of Clause 1.2 above.

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*Needs to be defined in the Definitions section of the Contract*

The Supplier shall use its best endeavors to ensure that its Sub-Contractors comply with the requirements of this Clause 1 and shall monitor and enforce compliance by its Sub-Contractors with these requirements.