

## **ANNEXURE C, (RFP Compliance Clauses):**

### **1. Anti-Bribery Anti-Corruption**

1.1 The Supplier represents and warrants on behalf of itself, its directors and employees and any third-party employed and/or retained to act for or on its behalf including, without limitation, agents, Suppliers, sub-Suppliers and professional representatives (**“Representatives”**) (including executive officers and directors of any such Representatives) that:

- (a) it complies and will comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the UAE Penal Code and to any applicable foreign anti-bribery and anti-corruption laws.
- (b) it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Agreement give, receive, promise, attempt to give or to receive or in any way facilitate the giving and/or receiving of anything of value to any person for unlawfully of securing an improper advantage for (an advantage that is not legitimately due to) either Party, inducing or influencing any person to take any action or refrain from taking any action to obtain or retain business for either Party, and/or inducing any government or public official to take or to omit to take any decisions unlawfully;
- (c) it has and shall maintain in place throughout the term of this Agreement its own adequate policies and procedures that are aligned with the Relevant Requirements, and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements, and will enforce its policies and procedures where appropriate.
- (d) it shall immediately and in any case within three (3) days report to Etisalat Afghanistan in writing any actual or suspected violations including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Agreement; and
- (e) following a request from Etisalat Afghanistan, it shall certify to Etisalat Afghanistan in writing and signed by an officer of the Supplier its compliance with this clause and the compliance of all persons associated with it as well as that of its third parties under this Agreement. The Supplier shall provide such supporting evidence of compliance as Etisalat Afghanistan may reasonably request.

2.1 “Conflict of Interest” shall mean any circumstance, potential, actual, or perceived, that might cause a Party, persons associated with it, or a third party, to place their financial or personal interests above the interests of their contractual commitments and the performance of their obligations under this Agreement causing them to be biased in their business judgments, or to not act in good faith when taking decisions and actions that are detrimental to the interests of the other Party under this Agreement;

- 2.1.1 The Supplier shall immediately and in any case within three (3) days notify Etisalat Afghanistan in writing if a Public Official<sup>1</sup> becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no Public Officials as direct or indirect owners, officers or employees as of the date of this Agreement.
  - 2.1.2 The Supplier represents and warrants that neither it nor any persons associated with it or any third party has interests that would conflict in any way with the performance of its obligations under this Agreement; and
  - 2.1.3 If any actual or potential Conflict of Interest arises under this Agreement, the Supplier shall immediately and in all cases within three (3) days inform Etisalat Afghanistan in writing of such conflict and shall provide all relevant information to assist Etisalat Afghanistan in its assessment of such conflict.
- 3.1 The Supplier shall ensure that any third party associated with the Supplier who is performing services or providing goods in connection with the performance of this Agreement does so only on the basis of a written contract which imposes on such third-party terms equivalent to those imposed on the Supplier in this Annex 1. The Supplier shall be responsible for the observance and performance by such third parties of the terms similar to those stipulated by this compliance provisions and shall be directly liable to Etisalat Afghanistan for any breach by such third parties of any of the Relevant Requirements. For the purposes of this Annex 1, a person associated with the Supplier includes any subSupplier of the Supplier. The Supplier may only engage a third-party (e.g., subSupplier) under this Agreement subject to Etisalat Afghanistan's prior written approval.
- 3.2 In connection with its relationship to Etisalat Afghanistan and each of the transactions established by the Agreement, the Supplier has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses.
- 3.3 Etisalat Afghanistan or its auditors or representatives may at any time audit Supplier's compliance with this Annex 1, and the Supplier warrants its full cooperation with any investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation, evidence, and employees, as may be requested by Etisalat Afghanistan.
- 3.4 Etisalat Afghanistan shall be entitled to suspend payments of Supplier invoices that are, or become due in case there is a reasonable believe that the Supplier might have committed an actual or potential violation of this Annex 1 or applicable anti-bribery or anti-corruption laws, or whenever investigation or audit conducted reveal actual or suspected violations of this Annex 1, or that become due at any time during a period of ninety (90) days thereafter.
- 3.5 The Supplier shall indemnify Etisalat Afghanistan against any losses, liabilities, damages,

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<sup>1</sup> "Public Official," for the purposes of this agreement, includes, but is not limited to: (i) any elected or appointed official (whether in the executive, legislative or judicial branches of government) of a local, state, provincial, regional or national government (or any department or agency of those types of government bodies), (ii) any government employee, part-time government worker, unpaid government worker, or anyone "acting in an official capacity" (i.e., acting under a delegation of authority from a government to carry out government responsibilities), (iii) any political party, party official, or candidate for political office, (iv) any official or employee of a public international organization such as the World Bank or United Nations, or any department or agency of those types of organizations, (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.

costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Etisalat Afghanistan as a result of any breach of this Annex 1 by the Supplier.

3.6 Breach of this Annex 1 shall constitute a material breach of this Agreement by the Supplier. If the Supplier is in breach of this Annex 1:

- (a) Etisalat Afghanistan shall have the right to terminate this Agreement with immediate effect and suspend all payments, without prejudice to its rights and remedies under this Agreement, including its right to claim damages; and
- (b) the Supplier shall not be entitled to any claim compensation or any further remuneration, regardless of any agreements entered into with third parties before termination.

## 2. Export Controls and Sanctions

### Definition Section:

<b>Affiliated Persons</b>	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Supplier or same owner(s) and/or or agents, suppliers or other Suppliers of the Supplier.
<b>Applicable Sanctions/Export Control Laws</b>	mean the Sanctions Laws and/or the Export Control Laws of the UAE, and any other jurisdiction in which the Supplier deals in Items and/or provides services [including but not limited to US, UK, EU].
<b>Blocked Person</b>	means, at any time, any person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise prohibited under applicable Sanctions or Export Control Laws, or (d) owned or controlled by any such person.
<b>Export Control Laws</b>	mean laws and regulations related to the regulation of imports, exports, re-exports, sale, resale, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.
<b>EU</b>	Means the European Union
<b>Governmental Authorities</b>	mean any agency, office, bureau, department, or instrumentality of the national government of the UAE, [any other applicable jurisdiction: US, UK, EU], that is responsible for administering and enforcing Sanctions and Export Control Laws and/or which has other relevant regulatory or other authority over the Supplier, as required in the context of the relevant Agreement.
<b>Item</b>	means hardware, software including source code, technology, documents, technical data, diagrams and services.
<b>Representatives</b>	mean any third-party employed to act for or on behalf of Supplier including, without limitation, agents, Suppliers, sub-Suppliers and professional representatives.
<b>Sanctions Laws</b>	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
<b>Sectoral Sanctioned Entity</b>	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.

<b>US</b>	Means the United States of America
<b>UK</b>	Means the United Kingdom of Great Britain and Northern Ireland
<b>UAE</b>	Means the United Arab Emirates

**Sanctions and Export Control clauses:**

[1. The Supplier acknowledges that any Items that it provides under the Agreement may be subject, or become subject in the future, to the Applicable Sanctions/Export Control Laws of one or more jurisdictions (including without limit those of the U.S., the European Union, the UAE, the UK and any other jurisdiction in which it deals in Items), and shall not deal in, supply, deliver, broker or export any such Items without first obtaining all governmental licenses and approvals and making any notifications that may be required under such Applicable Sanctions/Export Control Laws.]

2. The Supplier agrees at all times to comply with and ensure that it, its Affiliated Persons and Representatives act in compliance with all Applicable Sanctions/Export Control Laws in carrying out its responsibilities under this Agreement. Without limiting the foregoing, the Supplier represents, warrants and undertakes that:

2.1 Neither the Supplier, nor any of its Affiliated Persons or Representatives is a Blocked Person, Sectoral Sanctioned Entity, or otherwise sanctioned person/entity with whom dealings are prohibited or restricted under the Applicable Sanctions/Export Control

Laws;

2.2 The Supplier will not, in connection with any activities involving [Etisalat Afghanistan] (including all Affiliated persons or representatives of [Etisalat Afghanistan]) or this Agreement, export, re-export, ship, sell, resell, supply, deliver, or otherwise transfer any Items to, from, or through – either directly or indirectly – any country or person in violation of any Applicable Sanctions/Export Control Laws;

2.3 The Supplier will not cause [Etisalat Afghanistan] to violate any Applicable Sanctions/Export Control Laws;

2.4 The Supplier shall provide to [Etisalat Afghanistan], prior to delivery of any Items that would be classified under applicable Export Controls, [i] a schedule identifying in writing the export controls regime to which the Items are subject and, [ii] the appropriate export controls classifications (e.g., Export Control Classification Numbers) with respect to each Item, in sufficient detail to enable [Etisalat Afghanistan] to ascertain any export control that may apply to [Etisalat Afghanistan]; and

2.5 The Supplier shall promptly notify [Etisalat Afghanistan] in writing of any suspected or confirmed violations or issues of non-compliance involving any Items provided to [Etisalat Afghanistan], and in any case no later than within 3 days.

2.6 The Supplier shall notify [Etisalat Afghanistan] in writing as soon as possible if:

- (i) the Supplier, or any of its Affiliated Persons or Representatives, has become listed on any restricted parties list (including, without limitation, any US, EU, UK or UN sanctions lists) or becomes subject to any Sanctions; or
  - (ii) it becomes aware that any relevant Governmental Authority has initiated or will initiate any investigation or proceedings against the Supplier, or any of its Affiliated Persons or Representatives, relating to an actual or potential breach of any Export Control Laws or Sanctions in relation to its obligations under this Agreement.
3. The Supplier shall identify, obtain and maintain all government registrations, licenses and approvals required under any applicable Export Control Laws to engage in the activities covered by this Agreement, including any applicable registrations or licenses to engage in the business of manufacturing, exporting, brokering or trading export controlled Items.
4. Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party or their Affiliated Persons or Representatives to act in any manner which is inconsistent with, penalized, or prohibited under any Applicable Sanctions/Export Control Laws as applicable to such Party;
5. Neither party nor its Affiliated Persons or Representatives shall be obliged to perform any obligation otherwise required under this Agreement if this would be in violation of, inconsistent with, or expose such party to punitive measures under, any Applicable Sanctions/Export Control Laws.
6. If [Etisalat Afghanistan], acting reasonably, believes that the Supplier, its Affiliated Persons or its Representatives breached or is likely to have breached any element of these Sanctions and Export Control clauses, [Etisalat Afghanistan] shall have the right to immediately conduct an appropriate audit into any such breach or potential breach, using its own resources and/or through independent third parties engaged by [Etisalat Afghanistan], and shall withhold payments to the Supplier during the period of any such audit. Supplier, its Affiliated Persons or its Representatives shall at all times cooperate fully and in good faith including with regard to the prompt provision of all relevant information, records and documents in order to facilitate and expedite the conduct of any such [Etisalat Afghanistan] audit.
7. The Supplier agrees that non-compliance with any of the representations and/or obligations set out in this Agreement by the Supplier, its Affiliated Persons or its Representatives may result in adverse consequences for [Etisalat Afghanistan] and would allow [Etisalat Afghanistan] to consider such non-compliance as a material breach of the Agreement, and would further entitle [Etisalat Afghanistan] to immediately terminate any and all existing Agreements with the Supplier for cause without liability as specified in the Agreement.
8. The Supplier agrees to fully indemnify and hold harmless [Etisalat Afghanistan] and its representatives against any damages, costs, losses, liabilities, fines, penalties, and/or expenses (including attorneys' fees and expenses) arising out of and in connection with the Supplier, its Affiliated Persons or Representatives non-compliance with these Sanctions and Export Control clauses, including violation or alleged violation of any Applicable Sanctions/Export Control Laws.
9. The Supplier agrees that [Etisalat Afghanistan] may, at its sole discretion, conduct surveys and audits (either directly or through independent third parties engaged by [Etisalat Afghanistan]) to verify compliance by the Supplier, its Affiliated Persons and Representatives with these Sanctions and Export Control clauses and Applicable Sanctions/Export Control Laws. Such surveys or audits shall be reasonable as to scope, location, date and time. The Supplier, its Affiliated Persons or Representatives shall cooperate fully and in good faith with any such survey or audit including

the prompt provision of all relevant information, records and documents as [Etisalat Afghanistan] may reasonably require in order to facilitate and expedite the conduct of any such audit.

10. In the event that [Etisalat Afghanistan] is required to obtain an authorisation, licence or other governmental approval or to make a notification under Applicable Export Control Laws for reasons arising out of this Agreement or the acts contemplated by it, the Supplier shall provide such assistance to [Etisalat Afghanistan] in obtaining such approval as [Etisalat Afghanistan] may reasonably require.

### **3. Anti-Money Laundering and Counter Finance of Terrorism:**

1. **“Applicable Anti-Money Laundering Laws and Counter Finance of Terrorism” or “AML/CFT”** means any laws, rules, or regulations applicable to [Etisalat Afghanistan] and the Supplier, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

2. The Supplier represents and warrants that:

- i. the Supplier and each of its affiliated persons will refrain from engaging, whether directly or indirectly, in improper and/or illegal conduct, including money-laundering and terrorist financing; and, where applicable, will comply with Applicable AML/CFT Laws;
- ii. If applicable, the Supplier has in place procedures aimed at preventing AML/CFT violations; and
- iii. the Supplier agrees to notify [Etisalat Afghanistan] promptly and in any event within 3 days, in writing, of any suspicious activity under AML/CFT Laws, of which it becomes aware relating to the transaction involving Etisalat Afghanistan. Upon reasonable request, the Etisalat Afghanistan agrees to provide Etisalat Afghanistan with documentation relating to its AML/CFT policies and procedures and assist [Etisalat Afghanistan] with any clarification required without any undue delay.