

Vodafone Anti-bribery clause

1. Compliance with Applicable Laws in relation to bribery and corruption (“**ABC Laws**”) is a matter of fundamental importance to Vodafone.
2. The Supplier shall, and shall procure that its directors, officers, employees, agents, consultants, contractors, subcontractors and any other person providing services for or on its behalf in relation to this Agreement (“**Associated Persons**”) shall:
 - a. act in accordance with all Applicable Laws on bribery and corruption (even if the Supplier may not otherwise be subject to such legislation) including but not limited to: (i) UK Bribery Act 2010; and (ii) US Foreign Corrupt Practices Act 1977 (iii) Section 290 - Section 300 of Act C of 2012 on the Hungarian Criminal Code (Corruption Related Criminal Offenses) and in accordance with this Clause [...];
 - b. not do or omit to do anything likely to cause Vodafone to be in breach of any ABC Laws;
 - c. not give, promise, offer, receive or request any improper financial or other advantage directly or indirectly, including (but not limited to) in relation to any Public Official¹
 - d. maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with ABC Laws including the monitoring of compliance and detection of violations; and
 - e. respond immediately and fully at the Supplier’s cost to Vodafone’s requests for information, documentation or data in relation to any suspected or alleged breach of this Clause
3. The Supplier shall only be paid by Vodafone by wire transfer or other traceable instrument to a bank account in the Supplier’s name.
4. The Supplier shall promptly notify Vodafone in writing at any time during the term of this Agreement or for a period of five years subsequently of any of the following:
 - a. any actual, suspected or attempted breach of this Clause [...] or ABC Laws; and
 - b. any investigation (or court, arbitration or administrative proceedings) commenced or ongoing in respect of, or which raises or refers to, any such suspicion, allegation or attempt.
5. The Supplier shall, upon request from Vodafone, allow Vodafone (whether itself or through an agent) to conduct a review of books and records and information held by the Supplier, to verify the Supplier’s compliance with this Clause [...]. The Supplier shall give all necessary assistance in relation to such review at the Supplier’s cost. The rights of review and obligation to provide assistance shall continue for [drafting note: please select the applicable timeline: “the period set out in Clause 22 of this Agreement” [VPA Full]; “for the period set out in Clause 38 of this Agreement” [VPA Lite]; “the period set out in Clause 18.10 of this Agreement” [VPC SIPA]; “five years after the termination of this Agreement” [VPC PO Terms and in every other agreement when there is no general audit clause within the

¹ Definition of Public official: “means any officer (whether elected or appointed) or employee of a government department, who holds a legislative, judicial or administrative position of any kind, even on a non-permanent basis; members of the royal family; any person who performs public functions in any branch of the national, local or municipal/regional government; any person, who exercises a public function for any public agency or public enterprise, or private entity controlled by the state, such as employees of state-owned or state-controlled enterprises, or working in state-owned media; members or political parties or candidates for political office; any official or agent of a public international organisation”;

agreement]. The Supplier confirms that it holds equivalent rights in relation to its Associated Persons and such rights will be exercised by the Supplier at the reasonable request of Vodafone.

6. In the event that Vodafone determines (in its sole and absolute opinion) that there has been a suspected breach by the Supplier of this Clause [...] (including breach of ABC Laws) such breach shall be deemed a material breach of this Agreement under clause [***insert relevant clause number***] and Vodafone shall have the right without prejudice to Vodafone's rights under this Agreement or at law:
 - a. to stop making payments or otherwise suspend the fulfilment of its obligations under this Agreement until such time as it is satisfied that no breach of this clause (including breach of ABC Laws) has occurred or will occur; and
 - b. to terminate this Agreement and the Accepted Purchase Orders [in case of a VPA Full]/and the POs [in case of VPA Lite]/ and the Purchase Orders [in case of VPC SIPA][**please select accordingly**].
7. Vodafone shall not be liable to the Supplier for any costs, claims, demands, expenses, losses or damages whatsoever related to its decision to suspend the payments on the basis of Clause [**select relevant clause number**] above or any other obligation it has under this Agreement.
8. The Supplier hereby indemnifies Vodafone and its directors, officers, employees, agents and affiliates to the fullest extent possible against all losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by Vodafone, which it may suffer as a result of a breach by the Supplier of ABC Laws or this Clause [...]

Drafting note: [In the VPA Full, indemnities for all subject areas are included in Clause 13. (Indemnities) therefore it is not required to include Clause 8.]

9. The Supplier warrants that:
 - a. it has not and its Associated Persons have not been in actual or suspected breach of this clause or ABC Laws;
 - b. it has not and its Associated Persons have not been convicted of any offence involving bribery and corruption or fraud;
 - c. it has not or is not and its Associated Persons have not been or are not the subject of a suspicion or allegation of fraud, bribery or corrupt practices, including in court, arbitration or administrative proceedings by any prosecutorial, governmental, administrative or regulatory body regarding bribery, corruption or fraud;
 - d. it has not and its Associated Persons have not been or is the subject of any investigation commenced or ongoing in respect of such suspicion or allegation; and
 - e. no officer, director, shareholder, employee or agent of the Supplier, or any person having a financial interest in the Supplier is a Public Official or immediate family member of a Public Official, or will be during the term of this Agreement without prior written approval from Vodafone.

The Supplier will notify Vodafone immediately in writing any time during the term of this Agreement or for a period of five years subsequently if its circumstances or knowledge change such that it would be unable to repeat the warranties set out in this clause at the relevant time.

10. In providing the services referenced in this Agreement, the Supplier undertakes:
 - a. not to provide any benefit of any kind to any Public Official in connection with the services

- to be provided in this Agreement without: (i) the prior written permission of Vodafone; and (ii) providing to Vodafone an invoice detailing the nature of the cost or expense;
- b. in accordance with [drafting note: please select accordingly: Clause 19.1 of the VPA in the event of a VPA Full]/Clause 23 of the Agreement [in case of VPA Lite], Clause 15.1 [in case of SIPA], not to subcontract the services or offer any interest in this Agreement or the fees to be received pursuant to this Agreement to any person without the prior written approval of the Vodafone;
 - c. not to make any cash payments to any third party in relation to the services to be provided under this Agreement without Vodafone's prior written permission; and
 - d. to maintain accurate and complete accounts and records regarding the performance of this Agreement, and retain all such records for not less than 5 years after its termination. [drafting note: in the VPA Full, VPA Lite and VPC SIPA clause d) is not required as this provision is already covered by the general audit clause]