

COMPLIANCE PROVISIONS
(Form for Standard Purchase Orders)

Article 1 (General)

- 1.1 These “Compliance Provisions” shall form a part of the Order, when they are expressly specified as documents to be incorporated into the Order under the purchase order.
- 1.2 The words and expressions defined in “General Purchase Conditions” (JGS 300-011-5-06E) shall be used in, and applied to, these “Compliance Provisions”. In addition, the following words and expressions shall have the meanings ascribed to them in these “Compliance Provisions”:
- **“Sub-vendor”** means any person, firm, partnership, corporation or combination thereof to which any part of the Order has been subcontracted by the Vendor (including any person, firm, partnership, corporation or combination thereof at any tier to which any Sub-vendor has further subcontracted any part of the Order).
 - **“Public Official”** means (a) a person who engages in public services for a foreign, state, or local government; (b) a person who engages in services for an entity established under a special law to carry out specific affairs in the public interest; (c) a person who engages in the affairs of an enterprise of which the number of voting shares or the amount of capital subscription directly owned by one or more of the foreign, state, or local governments exceeds 50 percent of that enterprise’s total issued voting shares or total amount of subscribed capital, or of which the number of officers (which means directors, auditors, secretaries, and liquidators and other persons engaged in the management of the business) appointed or designated by one or more of the foreign, state, or local governments exceeds half of that enterprise’s total number of officers, and to which special rights and interests are granted by the foreign, state, or local governments for performance of its business, or a person specified by a Cabinet Order as an equivalent person; (d) a person who engages in public services for an international organization (which means an international organization constituted by governments or intergovernmental international organizations); or (e) a person who engages in the affairs under the authority of a foreign, state, or local government or an international organization, and which have been delegated by such organization.
 - **“Bribery to Public Officials”** means corruptly offering, giving or agreeing to offer or give, directly or indirectly, to any Public Officials any illegal bribe, kickback, payment, or anything of value for the purpose of influencing any act or decision of such Public Officials in their official capacity, for inducing such Public Officials to do or omit to do any action in violation of the lawful duty of such Public Officials, or for securing any improper advantage, or to induce such Public Officials to use their influence with a government or instrumentality to affect or to influence any act or decision of such government or instrumentality, in order to obtain or retain business or to direct business to the Purchaser, the Owner or any other person.
 - **“Applicable Anticorruption Laws”** means all applicable anticorruption laws, including Japan’s Unfair Competition Prevention Law. Nothing in this Order shall constitute an acknowledgement by the Vendor that a particular law applies to the Order.

- 1.3 The Vendor shall obtain warranties and representations similar to these “Compliance Provisions” from its Sub-vendor.

Article 2 (Compliance Program)

- 2.1 The Vendor agrees and undertakes, on its own or on behalf of its affiliate and Sub-vendor and their respective directors, officers, employees, agents, and representatives, to act at all times in a manner which is consistent with the highest ethical standards.
- 2.2 The Vendor, in performing its obligations under the Order, shall establish and maintain appropriate Code of Business Conduct and Internal Controls, Procedures and Records including those i) necessary to avoid any illegal or corrupt practice or ii) designed to detect and deter any illegal or corrupt practice. The Purchaser shall have the right but not the obligation to periodically review at reasonable frequency during performance of the Order, such Code of Business Conduct and Internal Controls, Procedures and Records, including, without limitation, those related to the activities of the Vendor’s directors, officers, employees, agents and representatives in their relations with i) the Purchaser’s or the Owner’s personnel and ii) the Public Officials. Such review(s) shall not relieve the Vendor of its obligations, risks or liabilities under the Order nor shall implementation by the Purchaser in such review constitute a waiver by the Purchaser of any rights under the Order and the Purchaser undertakes no obligations whatsoever.

Article 3 (Bribery to Purchaser’s or Owner’s Personnel)

- 3.1 The Vendor on behalf of itself, its affiliates and their respective directors, officers, employees, agents, and representatives, represents and warrants that it has not offered or provided and will not offer or provide, and is not aware of or will not allow anyone else offering or providing on its behalf, any compensation, commission, agency fee, introduction fee, payment, gift, kick-back, promise, advantage or anything else of value (“Prohibited Payment”) to an employee, agent, representative of the Purchaser or Owner, or to any family member of such person. Vendor agrees to notify Purchaser immediately if it becomes aware that any of its employees, agents or representatives offered or provided, or intends to offer or to provide, a Prohibited Payment to an employee, agent or representative of Purchaser or Owner, or to a family member of such person.
- 3.2 The Vendor shall exercise all reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with the Purchaser’s best interests. This obligation shall apply to the activities of the Vendor’s directors, officers, employees, agents, representatives and those of Sub-vendors in their relations with the Purchaser’s or the Owner’s personnel and their families. The Vendor’s compliance with this requirement shall include, but not be limited to, establishing precautions to prevent its directors, officers, employees, agents, representatives or those of its Sub-vendors from making, providing, or offering any bribes, gifts, entertainment, payments, loans, or other considerations to the Purchaser’s or the Owner’s personnel and their family.
- 3.3 The Vendor agrees to notify the Purchaser promptly upon discovery of any instance in which the Vendor’s directors, officers, employees, agents, representatives or those of Sub-vendors fail to comply with this Article.
- 3.4 The Vendor acknowledges that the above stated warranties and representations are fundamental to the basis of good faith and fair dealings affecting the Vendor’s performance under the Order and

accordingly any breach of this Article shall entitle the Purchaser to terminate the Order immediately.

- 3.5 The Vendor on behalf of itself and its affiliates and their respective directors, officers, employees, agents, and representatives, represents and warrants to the Purchaser that it has not been requested from any employee, officer or director of Purchaser to make any payment or benefit to any person or company other than those officially instructed by the Purchaser under the Order in writing. In case Vendor receives such request, Vendor shall immediately notify Purchaser.

Article 4 (Bribery to Public Officials)

- 4.1 The Vendor on behalf of itself and its affiliates and their respective directors, officers, employees, agents, and representatives, represents and warrants to the Purchaser that in connection with its entry into the Order it has not committed any Bribery to Public Officials and will not commit any Bribery to Public Officials.
- 4.2 The Vendor shall conduct its obligations under the Order in compliance with all applicable laws and in accordance with the highest ethical standards. The Vendor prohibits all its directors, officers, employees, agents, representatives or those of its Sub-vendors from committing any Bribery to Public Officials. More specifically, the Vendor requires all its directors, officers, employees, agents, representatives or those of its Sub-vendors to comply at all times with Applicable Anti-corruption Laws. The Vendor shall establish precautions to prevent all its directors, officers, employees, agents, representatives or those of its Sub-vendors from committing any Bribery to Public Officials.
- 4.3 The Vendor agrees to notify the Purchaser promptly upon discovery of any instance in which the Vendor's directors, officers, employees, agents, representatives or those of Sub-vendors fail to comply with this Article.
- 4.4 The Vendor represents and warrants to the Purchaser that, except as otherwise advised and to the best of its knowledge: (a) neither the Vendor nor any of its employees, officers or directors is a Public Official; (b) no Public Official holds an ownership interest of any kind in the Vendor; (c) the Vendor is not held or controlled by or for the benefit of a Public Official; and (d) the Vendor will notify the Purchaser in the event of a change in the foregoing.
- 4.5 The Vendor will immediately advise the Purchaser in writing if it becomes aware of the following: (1) the Vendor, any predecessor or affiliated entity, or any owner, major shareholder, director, officer or employee is the subject of a government investigation or enforcement action relating in any way to corruption; or (2) the Vendor, any predecessor or affiliated entity, or any principal owner or major shareholder, director, or key officer of the Vendor or the Vendor's employee involved in executing the Order, has been served with a subpoena or other document request from a law enforcement agency, has been arrested, or is charged with or convicted (or entered a plea of nolo contendere) of a felony.
- 4.6 If the Vendor (or any directors, officers, employees, agents or representatives acting on its behalf) commits any Bribery to Public Officials, then the Purchaser may terminate the Order immediately and further pursue such other additional actions, civil and/or criminal, as may be applicable. The Vendor shall defend, indemnify and hold harmless the Purchaser against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amounts of any nature, including reasonable attorneys' fees arising from any Bribery to Public Officials made in violation of any Applicable Anticorruption Laws or breach of these anticorruption provisions, directly or indirectly, by, on behalf of or with the knowledge of the Vendor.

- 4.7 At any time, and without notice to the Vendor, the Purchaser may disclose information relating to a possible violation of Applicable Anticorruption Laws or the existence and terms of the Order, including the compensation provisions, to the Owner, a government, government agency, an international organization or to anyone else determined by the Purchaser to have a legitimate need to know.

Article 5 (Human Rights)

- 5.1 The Vendor shall, at all times, conduct their activities in a manner that respects human rights as set out in the UN Guiding Principles on Business and Human Rights, the fundamental International Labor Organization Conventions and the Universal Declaration of Human Rights, as well as the applicable laws regarding labor rights and fair working conditions, forced or child labor. The Vendors shall i) meet the legal employment age requirement in the country of employment and not use child labor, ii) not use forced, prison or compulsory labor, iii) not tolerate discrimination, harassment or retaliation, iv) provide wages and benefits that meet the legal standards of the country of employment, and v) comply with all applicable laws and regulations on freedom of association and collective bargaining.
- 5.2 The Vendor shall ensure that its Sub-vendors comply with the provisions of this Article 5.
- 5.3 The Vendor agrees to notify Purchaser promptly upon discovery of any instance in which the Vendor or Vendor's directors, officers, employees, agents, representatives or those of Sub-vendors fail to comply with this Article.
- 5.4 Purchaser, Owner and each of its representatives shall have the right to audit Vendor's records and activities to verify Vendor's compliance with Article 5, in connection with the Order. The Vendor shall obtain equivalent rights of audit from all Sub-vendors and shall cause such right to extend to Purchaser and the Owner.

Article 6 (Illegal Information Brokering)

- 6.1 The Vendor is aware of a practice (referred to as "Illegal Information Brokering") where certain individuals approach Vendor and offer confidential information or illicit influence in order to obtain business through corruption of competitive bidding processes. The Vendor recognizes that the practice of Illegal Information Brokering or any other corruption of the contract award process is not permitted by Purchaser, and Vendor represents that it has not and will not utilize or participate in Illegal Information Brokering in connection with the Order.
- 6.2 The Vendor shall promptly notify Purchaser if anyone approaches Vendor personnel, or if Vendor becomes aware of anyone approaching its personnel or that of its affiliates or Sub-vendors, for the purpose of Illegal Information Brokering concerning the Order, EPC contract between Purchaser and Owner, or any other related business interest of Vendor.

Article 7 (Conflict Minerals)

- 7.1 The Vendor represents that no goods or services provided to Purchaser contain any Conflict Minerals as defined in Section 1502 of the Dodd-frank Wall Street Reform and Consumer Protection Act, including without limitation, tin, tungsten, tantalum, or gold, determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo.

- 7.2 The Vendor shall promptly notify Purchaser in writing in the event that Vendor is or becomes aware that the goods or services provided contain Conflict Minerals.