



# W E N D E L

## ANTI-CORRUPTION CLAUSE

### **DEFINITIONS:**

“Anti-corruption laws” are defined as all conventions, laws or regulations in force designed to combat corruption of national or foreign Public Officials, private corruption or influence peddling, including the French “Sapin II” Act of December 9, 2016 on transparency, anti-corruption and modernizing the economy, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and any other laws applicable to the present Agreement.

“Public Official” is defined as (i) any elected official, civil servant, agent, representative, or employee carrying out public functions or acting on behalf of a State, an international organization or the European Union or, more generally, any person considered as such by the State or organization employing the person, or (ii) any political party, member of a political party or candidate for political office, or (iii) any manager or employee of a company or of any other entity held in whole or in part, or controlled by a State.

“Prosecuting Authorities” are defined as any government, legal or regulatory entity.

“Financial Compensation” is defined as any financial compensation, fee, payment, bonus, or other sum paid by Wendel to the Service Provider under this Agreement.

### **DISCLOSURES AND COMMITMENTS**

The Service Provider agrees to comply with the Anti-corruption Laws in force.

The Service Provider acknowledges and accepts that all Financial Compensation paid to it by Wendel under this Agreement exclusively and entirely compensates the Service Provider for services provided as part of the Assignment.

The Service Provider commits to not using the Financial Compensation it receives from Wendel unlawfully.

More specifically, the Service Provider acknowledges and understands that under no circumstances can this Financial Compensation be pledged or paid, in whole or part, directly or indirectly, to a Public Official or used to finance a benefit (i) with a view to unduly influencing an act or a decision relating to the functions of this Public Official, or (ii) that would lead this Public Official to using his/her influence on any other Public Official.

The Service Provider is not permitted to offer or provide, directly or indirectly, a benefit in any form, pecuniary or other, to a Public Official, a person claiming to have real or assumed influence over a Public Official, or an employee or official of a private company, credit institution or bank in violation of legal obligations with the intention of obtaining a favorable decision or maintaining a business relationship.

The Service Provider commits to imposing the requirements of the present Article to any person or entity to which it must pay all or part of the Financial Compensation in return for their contribution to the present Agreement.

In the event of an investigation by any Prosecuting Authority, the Service Provider agrees to cooperate with any compliance audit carried out by Wendel and to communicate any and all useful information and assistance.

The Service Provider will also comply with all provisions in force relating to employees, taxes and exchange controls.

Date:

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Name:

Position:

Company: