**ANTI-CORRUPTION CLAUSES (for FCA basis conracts).**

The Parties undertake to ensure full responsibility of their employees for compliance with the requirements of applicable legislation and international acts on combating corruption and money laundering (hereinafter – anti-corruption clauses).

During performance of their obligations under the present Contract, the Parties, their affiliates, employees, intermediaries agree not to provide and/or offer to the other Party (its officers (officials)) or other (third) parties any improper advantage, i.e. do not transfer (do not offer to transfer) directly or indirectly any funds or other property, do not provide any advantages, benefits, services, intangible assets, any other intangible or non-monetary benefits, without legal grounds with intent to influence the decision of the other party or its officials to gain benefit or advantage for the benefit of the Party (its officials) or other (third) parties.

The Parties agree, to the extent of their capabilities, not to allow other (third) parties to perform the abovementioned actions.

The Parties confirm that their affiliates, employees, intermediaries do not use their authority or related opportunities for the purpose of obtaining improper advantage for themselves and/or other (third) parties, including to induce such a party to misuse its authority or related opportunities.

In order to control the compliance with Anti-Corruption Clauses, the Buyer shall at any time during the duration of the present Contract, upon the Seller’s request, provide the latter the information on the chain of Buyer's owners (including beneficiary owners) with the provision of supporting documents within 5 (five) business days from the date of the request therefor.

For the purposes of the present Contract, the “beneficiary owner” shall have the meaning ascribed to it in the second paragraph of the first part of Article 1 of the Law of the Republic of Belarus dated 30.06.2014 "On actions to prevent legitimization of proceeds of crime and financing of terrorism and financing weapons of mass destruction proliferation".

Each Party to the present Contract refuses to encourage in any way the employees of the other Party (their relatives), including by providing sums of money, gifts, free performance of works (services), and by other means not mentioned in the given clause, which make the employee in a certain way dependent on and aimed at ensuring the performance of any action in favor of the Party encouraging him.

The employee’s actions which are performed in favor of the party encouraging him are as follows:

- provision of improper advantages in comparison with other counterparties;

- provision of guarantees on a favorable resolution of issues for the encouraging Party;

- acceleration of existing procedures;

- other actions performed by the employee within the scope of his official duties, but which contradict the principles of transparency and openness of the relations between the Parties.

The Parties confirm that their employees are notified of criminal, administrative, civil and disciplinary liability for violation of legislation and international acts on combating corruption and money laundering.

The Parties shall make reasonable efforts to minimize the risk of business relations with counterparties that may be involved in corruption activities and activities related to money laundering, and also provide mutual assistance to each other for prevention of the abovementioned risks.

The Parties acknowledge that their possible misconduct and violation of Anti-Corruption Clauses may cause adverse effect - from a downgrade the counterparty's reliability rating to significant restrictions on interaction with the counterparty, and even to the termination of the present Contract.

Should the Parties have any facts concerning the violation of Anti-Corruption Clauses or should the Parties have a suspicion that the violation of Anti-corruption clauses occurred or may occur, the Party concerned shall be obliged to notify the other Party in writing thereof. After a written notification, the corresponding Party shall have the right to suspend the execution of obligations under the present Contract until the confirmation that no violation occurred or will not occur. Such confirmation shall be sent by the other Party within 5 (five) business days from the date of the written notification receipt.

The Parties shall guarantee the implementation of due process regarding the facts provided for during the performance of the present Contract, compliance with the confidentiality principles and the application of effective measures to prevent possible conflict situations.

In case of the Buyer's refusal to provide any information, actual failure to provide such information, provision of information in violation of the periods specified in the present Contract or provision of false information, the Seller may unilaterally refuse to execute the present Contract by sending a written notice of termination from the moment of the notice receipt by the Buyer.

In case the information is not provided in full, the Buyer repeats the request for the provision of information supplemented with the missing information indicating the period of its submission. In case of failure to provide such information, violation of the period of its submission, as well as providing false information, the Seller may unilaterally refuse to execute the present Contract by sending a written notice of termination within 5 (five) business days from the date of notification.

In its written notification the Party shall refer to facts or provide materials that reliably confirm or give grounds to assume that Anti-corruption clauses violation by affiliates, employees, intermediaries of the other Party occurred or may occur.

Suspicions may be caused by actions of the abovementioned persons which may be determined by applicable law as making/acceptance of offers and/or promise of improper advantage, as well as provision/gaining improper advantage, bribery, undue influence, and actions that violate the requirements of legislation on prevention corruption and money laundering.

The Parties shall guarantee absolute confidentiality while implementing Anti-Corruption clauses of the present Contract, as well as the absence of negative consequences for both Parties as a whole and for employees of the Party who reported such violations.