

Ethics and Compliance Requirements

Appendix 3 - Ethics and Compliance

Anti-Corruption

For the purposes of this Contract, “Anti-Corruption Laws” shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each Party undertakes that in connection with this Contract and the business resulting therefrom it is aware of and will comply with Anti-Corruption Laws. Nothing in this Contract shall require a Party to perform any part of this Contract or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws. Only a Party (and not its Affiliates or a third party) shall make payments to the other Party, except with that other Party’s prior written consent. For the period required by applicable law or a Party’s own retention policies, whichever is longer, the Parties shall maintain all business records related to this Contract, which shall include at a minimum all invoices for payment submitted in relation to this Contract along with supporting documentation to assure compliance with Anti-Corruption Laws. Subject to the preservation of legal privilege, each Party shall have the right, at its expense, to appoint a reputable international third-party law or accounting firm on terms including adequate confidentiality obligations in respect of the audited Party’s information, to audit the other Party’s relevant books and records with respect to compliance with this paragraph. The obligations in this paragraph shall survive the termination or expiry of this Contract.

Data Privacy

The Parties may provide each other with information related to an identified or identifiable individual (“Personal Data”), the processing and transfer of which will be done in accordance with applicable data protection law. Personal Data processed by Shell is governed by the terms of the Privacy Notice - Business Customer, Supplier, Partner or Investor, available at <https://www.shell.com/privacy/b2b-notice.html>.

Trade controls

For the purposes of this Appendix:

“**Restricted Jurisdiction**” means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws. As of the date of this Contract, Restricted Jurisdictions include Cuba, Crimea and Sevastopol, Iran, North Korea, Sudan and Syria.

“**Restricted Party**” means any individual, legal person, entity or organisation that is (i) resident, established or registered in a Restricted Jurisdiction; (ii) classified as a US Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws; or (iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of such persons, entities or organisations described in (i) or (ii) or (iv) a director officer or employee of a legal person, entity or organisation described in (i) – (iii).

“**Trade Control Laws**” means any laws concerning trade or economic sanctions or embargoes, Restricted Party lists trade controls on the imports, export, re-export, transfer, trade, or otherwise trade of goods, services or technology, anti-boycott legislation and any other or similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America or any government laws and regulations applicable to a Party.

The Parties shall comply with all applicable Trade Control Laws in the performance of this Contract and shall not, and shall procure that their contractors shall not, do anything which is inconsistent with or which may cause either Party to be exposed to the risk of negative consequences under (punitive measures), or be in breach of, Trade Control Laws.

Buyer shall not directly or indirectly export, re-export, transfer divert, trade, ship, import transport, store, sell, deliver or re-deliver any Product provided by Seller, even if such Product has been substantially transformed, to, or for end use in, a Restricted Jurisdiction or by a Restricted Party unless specifically authorised to do so in writing by Seller. Buyer agrees to impose or require the imposition of the conditions set out in this clause on any direct or indirect resale of Product provided by Seller.

Seller shall not source or purchase any of the Product, directly or indirectly from a Restricted Party or from a Restricted Jurisdiction and shall provide Buyer with an officially issued certificate of origin or declaration of origin in relation to the Product.

Notwithstanding anything to the contrary herein, nothing in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require Either Party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalized or prohibited under Trade Control Laws applicable to such party

A Party shall not be obliged to perform any obligation under this Contract or be liable for damages or costs of any kind for any delay or non-performance, but shall be entitled to suspend or terminate this Contract with immediate effect, if it determines that: (i) such performance would expose that Party to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws and/or; be in breach of any Trade Control Laws; (ii) the other Party has failed to comply with the requirements of this clause; or (iii) the other Party becomes a Restricted Party. In addition in the event of any determination under (i) – (iii) above Seller may, at Seller's sole option and without prejudice to Seller's other rights, either, (i) determine alternate directions for disposition of any Product in transit, to the extent allowed under Trade Control Laws; or (ii) suspend deliveries under this Contract. The cost of any such disposition of Product as directed by Seller will be borne solely by Seller. Buyer shall fully cooperate with Seller's directions for disposition of any Product in transit.

In the event Seller suspends deliveries or terminates this Contract pursuant to this Appendix, Seller shall not be liable to Buyer for any of Buyer's damages or losses, except to refund any money paid by Buyer for the Product that was not delivered to the extent such refund is not inconsistent with Trade Control Laws.