

### **Anti Corruption Clause**

1. Each Party hereby represents and warrants to each other that on the date of signing this Agreement by the Parties hereto:
  - 1.1. The Party is not subject to the Sanctions\*.
  - 1.2. The Party does not interact and is not bound by control relations with persons subjected to the Sanctions.
  - 1.3. The Parties shall be fully responsible for compliance with the guarantees and requirements of this Section hereof and undertake to provide permits of relevant authorities in case of transactions with the persons who are subject to legislative restrictions.
2. The Parties shall execute this Agreement and perform related activities in compliance with the highest standards of business ethics and zero tolerance to fraud, bribery and corruption.
  - 2.1. The Parties undertake to comply with and ensure compliance with all applicable law, including anti corruption, anti bribery and AML laws and economic sanctions (hereinafter, the Anti Corruption Law), (i) by its Staff\*\* as well as (ii) its subsidiaries and the Staff of such subsidiaries.
  - 2.2. The Parties shall ensure that there is no conflict of interest (actual or potential) upon conclusion or during the term of this Agreement and immediately notify each other of actual or potential conflict of interest as soon as the Party becomes aware of it.
  - 2.3. The Parties represent and warrant that neither the Staff of the Party nor its Related Parties are public officials or employees of governmental agencies of the relevant country or any state service or department; political party representatives; persons working for the government, close relatives of any of the above persons; and the Parties undertake to immediately notify of such fact as soon as they become aware of it.
  - 2.4. During the term of this Agreement, each Party (including its Staff) shall assume obligations not to offer, give, promise or negotiate to provide, directly or indirectly, any money or other property, advantages, privileges, services, intangible assets, other benefits that are promised, offered, provided or received without proper legal grounds (improper benefit), to the representatives of the other Party or their related persons (including the Staff of the other Party) in order to receive, provide or encourage to receive/provide improper/groundless advantages for their own benefit.
  - 2.5. The Party will not use funds and/or property received hereunder to finance or support any activities which may violate the Anti Corruption Law.
  - 2.6. Each Party shall provide the other Party with written information on all kinds of business hospitality (e.g. business gifts, business events, etc. within the general understanding of the concept of business hospitality) towards the representatives of the other Party in excess of the limits of business hospitality approved on the date of the Agreement.
  - 2.7 The Counterpart Kernel signing this contract confirms that he has read the Code of interaction with suppliers and undertakes to comply with its provisions.
3. If the Party (including its Staff) breaches its obligations, representations, warranties and commitments stated in the clauses of this section, the other Party shall be entitled to unilaterally terminate the Agreement and to seek reimbursement of damages, losses, penalties and fees caused by the other Party.
4. In the case of actual or suspected violations of the terms and conditions of this Anti Corruption Clause in the implementation of this Agreement, the Party undertakes to immediately notify Kernel hot line and send relevant information by e mail to [hotline@kernel.lu](mailto:hotline@kernel.lu)

*Sanctions \* shall mean sanctions of the UN Security Council, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the Bureau of Industry and Security of the US Department of Commerce, the US Department of State, the European Union, Ukraine, the United Kingdom or any other country or organization, the resolutions or acts of which are legally binding*

*Staff \*\* shall mean executives, members of management bodies, officers, employees of the Parties hereto as well as any persons who work or act on behalf of the Party (for example: agents, brokers, distributors, subcontractors, joint venturers).*