

6. SCHEDULE: COMPLIANCE AND STANDARDS

6.1. Compliance with regulation. Partner undertakes to comply with all import and export regulations applicable in Your jurisdiction, all EU and US sanctions lists, laws, regulations, orders, and authorizations. In addition, You promptly comply with regulations outside Partner's jurisdiction that Boyum in writing specifies as regulations of concern, provided that we specify the reasons for our concern and why we deem them to affect (i) us; (ii) a company in our Group of Companies; (iii) one of our sub-suppliers; or (iv) a company in one of our sub-supplier's Group of Companies.

6.2. Export Regulations and Sanctions. Any Product delivered under this Agreement is subject to the export and import control laws of various countries, including, without limitation, the laws of the United States (including Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control) and the EU (a consolidated list is available here: <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-%09entities-subject-to-eu-financial-sanctions?locale=en>). Partner will not export, re-export, or import any Product or parts thereof to or from countries, persons, or entities prohibited by any applicable import and export regulation and applicable UN, EU, and/or US lists of sanctioned countries. If Partner wants to deliver and/or grant access to any Product or parts thereof directly to a Customer in any such jurisdiction, it is Partner's sole responsibility to obtain any required authorization, approval, or other consent from the competent authorities to comply with any applicable import and export regulation. Further, during the term of this Agreement, Partner undertakes to keep complete, accurate, and relevant information about its Customers, including information on Your Customers' country and industry, to ensure compliance with export regulations and sanctions, as applicable. Upon Boyum's notice, Partner shall immediately submit such information to Boyum.

6.3. Anti-Corruption and Anti-Bribery. The Parties confirm and warrant (on behalf of itself, its officers, directors, and employees and on behalf of its affiliates, agents, representatives, consultants, and sub-contractors hired in connection with the subject matter of this Agreement) that each Party shall at all times comply with all applicable anti-bribery and anti-corruption legislation, as applicable in the relevant jurisdiction. Any breach of this section is construed as a material breach.

6.4. Standard of actions. Partner undertakes to act in a legal and professional manner. This includes, but is not limited to, acting in accordance with the legislation applicable in Partner's jurisdiction. It also involves that Partner in all respects takes into due consideration that Partner's actions may also affect how we are perceived in the market and ultimately impact Boyum's brand value. Partner therefore must strive in all respects to be perceived as a professional player in the market. Partner must in particular be diligent in complying with professional standards regarding avoiding any anti-bribery and anti-corruption and in any event observing applicable law(s) on the subject in Your jurisdiction including:

- (i) The US Foreign Corrupt Practices Act 1977 (FCPA)
- (ii) The UK Bribery Act 2010

6.5. Anti-bribery. In exercising rights and obligations under any part of this Agreement, Partner (and anyone acting on Partner's behalf) shall not make, offer, promise, or authorize payment of anything of value directly or indirectly to any person, including the following prohibited parties for the purpose of unlawfully or inappropriately influencing their acts or decisions:

- (i) Employees, consultants, or representatives of the Customer or prospect,
- (ii) Government officials or employees,
- (iii) Political party officials or candidates,

- (iv) Officers or employees of any public international organization,
- (v) Immediate family member of the above.

- 6.6. Boyum IT Code of Conduct.** Partner undertakes to comply with Boyum's code of conduct applicable at any time and to be found at <https://www.boyum-solutions.com/legal/>
- 6.7.** If the listed acts in this clause do not apply in Your jurisdiction, they are incorporated in the Agreement as contractual clauses and have the same status as any other clause in the Agreement.