

Attachment A

Bribery and Corruption

1. Each party represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, 12 of 2004, (ii) the U.S. Foreign Corrupt Practices Act 1977, (iii) the UK Bribery Act 2010, (iv) other public and commercial antibribery laws which may apply and (v) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption) ("**Anti-Bribery Laws**").
2. Each party represents that performance under this Agreement will be made in compliance with the Anti-Bribery Laws.
3. Each party warrants that it and its Affiliates have not made, offered, or authorised and will not make, offer, or authorise with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through any other person or entity , to any person (including (i) an employee or officer of a government entity or department, agency or instrumentality thereof; (ii) any person acting in an official capacity for or on behalf of any such government or instrumentality; (iii) any federal, state, regional, county or municipal working person or functionary; (iv) an employee or officer of an organization authorized by the local government to perform government functions; (v) an employee, officer or director of a federal, state, regional, county or municipality -owned or -controlled commercial corporation, enterprise, institution or organization (whether partially or wholly owned); (vi) an outside director of a federal, state, regional, county or municipality -owned entity; (vii) a legislator (whether full or part-time); (viii) a person holding an honorary or ceremonial government position; (ix) any political party official, or candidate for political office; and (x) an officer or employee of a public international organization ("**Public Official**")) where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
4. Neither party shall make any unofficial payment made to Public Official to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in terms of this Agreement.
5. Each party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under this Agreement.
6. Each party represents that, to the best of its knowledge and belief, and save as disclosed to the other party, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business. Each party agrees that if, at any time, it becomes aware that any of the representations set out in this clause is no longer correct, it will notify the other party of this immediately in writing.
7. Each party agrees to notify the other party immediately upon receipt of any solicitation, demand or other request for anything of value relating to the subject matter of this Agreement where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.

8. Each party further covenants that should it be notified by another party of its concerns that there has been a violation of an anti-bribery clause, it shall cooperate in good faith with that Party and its representatives in determining whether such violation has occurred, and shall respond promptly and in reasonable detail to any notice from that party, and shall furnish documentary support for such response upon that party's request.
9. Each party may request that the other party provide a certification to the effect that neither it nor any of its affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under this Agreement have engaged in any transaction or activity in violation of these Anti-Bribery Laws. Upon request a party shall deliver such certification within 10 (ten) business days.
10. Each party (the "**Indemnifying Party**") shall be liable for and shall indemnify, defend and hold the other (the "**Indemnified Party**") harmless to the maximum extent provided in law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator or governmental enforcement agency as a result of acts or omissions by the Indemnifying Party or its Affiliates, subcontractors or agents in violation of, or alleged to be in violation of, the Anti-Bribery Laws.
11. Any breach of, or failure to comply with, the provisions of this clause shall be deemed material and shall entitle the non-breaching party to terminate the Agreement forthwith.
12. The indemnity contained in this clause shall survive the termination of the Agreement.
13. Unless otherwise provided for in this Agreement, no party shall have the right to represent or make decisions on behalf of the other party.
14. Unless otherwise provided for in this Agreement, no party shall have the right to interact with Public Officials with respect to the matters which are the subject of this Agreement without the written consent of the other party.