

ANTI-CORRUPTION CLAUSE

1.	Illegal Payments, Conflict of Interest	The Parties confirm that they will adhere to high ethical standards in their activities, comply with applicable anti-corruption laws and take reasonable measures to prevent their violation. The Parties shall not take any action that may result in violation of applicable anti-corruption laws by the other Party, including, but not limited to, receiving, offering, authorizing, promising and making illegal payments, providing services, granting other property rights directly, through third parties or as an intermediary to any individuals or legal entities, their representatives, including (but not limited to) public officials ¹ . The Parties undertake not to take any actions (omissions) that create a threat of conflict of interest.
2.	Representations in relation to Third Parties	The Parties confirm that any third parties engaged by them to execute the Contract will be allowed to perform their contractual obligations only after due verifications by the Party engaging them.
3.	Consequences of Violation	If either Party violates its obligations under paragraphs 1-2 of this section of the Contract, the other Party shall have the right to unilaterally suspend performance of its obligations until the causes of such violation have been eliminated or to repudiate the Contract by giving written notice thereof.
4.	Due Diligence/Investigation/Audit Support	The Parties undertake to give their full support to any investigation and/or due diligence, audit that may be carried out in the event that there is a reasonable suspicion that a breach of any of the provisions of this section of the Contract has occurred or may occur. The Parties undertake to preserve and protect all confidential information that may come to their knowledge in the course of any investigation and/or due diligence, audit.
5.	Reporting Violations	Channels for reporting actual and potential violations of this section of the Contract and circumstances that may create a conflict of interest: <ul style="list-style-type: none"> – Bank: 8 (800) 234 44 18. – Counterparty: Counterparty’s email address as specified in the Contract.

¹Public Official - any Russian or foreign, appointed or elected person, who holds or occupies a position in a legislative, executive, administrative or judicial body or international organization; any person who performs a public function for the state, including for a state organization; leading politicians, officials of political parties, including candidates for political office, ambassadors, influential functionaries in nationalized industries or natural monopolies; managers and employees of state organizations, including doctors, military personnel, municipal employees, etc.; persons who are known to be related to a public official by kinship, friendship or business relationship, and/or acting on behalf of and/or in the interest of a public official.