

Compliance Provisions

The anti-bribery and corruption (“ABC”), anti-money laundering (“AML”), and sanctions/export controls compliance requirements shall apply to the Business Partner.

1. For the purposes of the Agreement, the following terms are defined as follows. Any capitalized terms used but not otherwise defined in the Compliance Provisions shall be read consistent with the definition ascribed to those terms in the Contract.
 - 1.1. For purposes of these Compliance provisions, “**Applicable Anti-Bribery and Corruption Laws**”, “**Applicable Anti-Money Laundering Laws**” and “**Applicable Sanctions/Export Control Laws**” are the laws that apply to either party to the Contract and shall be jointly referred to as “**Applicable Laws.**”
 - 1.2. These Compliance Provisions should be read, understood and interpreted in accordance with Applicable Laws, including the terms “**government officials**” and “**prohibited payments.**” If there are competing definitions among the Applicable Laws, the broadest or most restrictive definitions should apply.
 - 1.3. **Affiliated Persons** of the Business Partner means any owner; officer; director; partner; principal; employee; any legal entity with control of or controlled by Business Partner or same owner(s); or agents of the Business Partner.
 - 1.4. **Applicable Anti-Bribery and Corruption Laws** means, any anti-bribery and anti-corruption laws, rules, or regulations of any jurisdiction applicable to MMBL or the Business Partner, relating to bribery or corruption, including public and/or commercial bribery or corruption.
 - 1.5. **Applicable Anti-Money Laundering Laws** means any laws, rules, or regulations applicable to MMBL or the Business Partner, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.
 - 1.6. **Applicable Sanctions/Export Control Laws** means Sanctions (including against Blocked Persons and Sectoral Sanctioned Entities) and Export Controls.
 - 1.6.1. **Sanctions** means economic or financial sanctions or trade embargoes imposed, administered or enforced by government authorities with applicable jurisdiction (collectively, “**Governmental Authorities**”).
 - 1.6.2. **Blocked Person** means, at any time, any Person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise prohibited under applicable Sanctions or Export Controls, or (d) owned or controlled by any such Person.
 - 1.6.3. **Sectoral Sanctioned Entity** means, at any time, any Person subject to sectoral sanctions administered or enforced Governmental Authorities.
 - 1.6.4. **Export Controls** means laws and regulations related to the regulation of imports, exports, reexports, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.
 - 1.7. **Business Partner** means the third party, entity or individual defined in the Contract with MMBL to which these Compliance Provisions apply.
 - 1.8. **Contract** means a written agreement between MMBL and the Business Partner to which these Compliance Provisions apply.
 - 1.9. **MMBL** means the MMBL entity as defined in the Contract.

General Representations of Business Partner

2. The Business Partner makes the following representations:
 - 2.1. The Business Partner and its Affiliated Persons have read, understand and will strictly abide with the requirements of MMBL’s Business Partner Code of Conduct (“**BPCOC**”) and Applicable Laws;
 - 2.2. In connection with any aspect of the Contract or any other transaction involving MMBL, the Business Partner and Affiliated Persons have not made any prohibited payments under the Applicable Laws or otherwise offered, promised, or authorized such payments, and the Business Partner and Affiliated Persons will not do so in the future;
 - 2.3. In connection with its relationship to MMBL and each of the transactions established by the Contract, the Business Partner has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses and has not maintained or used, and will not maintain or use, any funds that are not fully accounted for, including “off book” accounts;
 - 2.4. The Business Partner and Affiliated Persons have no business, professional, personal, or other interests that would conflict in any manner or degree with the performance of its obligations under the Contract;
 - 2.5. The Business Partner shall not, without the prior written consent of MMBL, assign, grant or otherwise transfer any rights or benefits of the whole or any part of the Contract to any third party. MMBL shall have the right to conduct due diligence on any potential assignee, and the Business Partner shall cooperate with MMBL in this process;

- 2.6. The Business Partner and Affiliated Persons shall refrain from engaging, directly or indirectly, in improper and/or illegal conduct, including corruption, extortion, embezzlement, and will comply with Applicable Anti-Money Laundering Laws;
- 2.7. The Business Partner has been informed that the provisions of the U.S. Foreign Corrupt Practices Act of 1977 (as amended) apply to MMBL;
- 2.8. Except as otherwise disclosed to MMBL, the Business Partner and Affiliated Persons are not acting for or on behalf of any government official; and
- 2.9. Except as otherwise disclosed to MMBL, no government official, or any nominee, representative or close family member (including spouses, cohabitants, parents, children, aunts and uncles, nieces and nephews, first cousins) of a government official, has any direct or indirect ownership of or other interest in the Business Partner or otherwise will receive the monies, proceeds or other benefits that may arise in connection with the Contract.
- 2.10. Business Partner agrees to comply with all Applicable Sanctions/Export Control Laws. Without limiting the foregoing, Business Partner represents, warrants and undertakes that:
 - 2.10.1. Neither Business Partner, nor any of its officers, directors, or shareholders, nor to the knowledge of Business Partner, any of its agents, employees, or other Affiliated Persons, is a Blocked Person or Sectoral Sanctioned Entity, with whom dealings are prohibited under applicable Sanctions or Export Controls;
 - 2.10.2. Business Partner will not, in connection with any activities involving MMBL or this Contract, export, reexport, ship, sell, supply, deliver, or otherwise transfer any product, equipment, technology, or software to, from, or through – either directly or indirectly – any country or person in violation of any applicable Sanctions or Export Controls;
 - 2.10.3. Business Partner will not cause MMBL to violate any applicable Sanctions or Export Controls;
 - 2.10.4. Business Partner will provide to MMBL, prior to delivery of any physical goods, software and/or technology (collectively, “Items”) that would be classified under applicable Export Controls, a schedule identifying in writing the Export Controls regime to which the Items are subject and the appropriate Export Controls classifications (e.g., Export Control Classification Numbers) with respect to each Item, in sufficient detail to enable MMBL to ascertain any Export Control that may apply to MMBL; and
 - 2.10.5. Business Partner shall promptly notify MMBL of any suspected or confirmed violations or issues of non-compliance involving any Items provided to MMBL.

Rights of MMBL

3. MMBL shall have the right to:
 - 3.1. Conduct ongoing monitoring and oversight of its Business Partners in accordance with MMBL's business partner management program. MMBL may select, in its sole discretion, an independent third party to conduct due diligence pursuant to this clause. The Business Partner and Affiliated Persons shall cooperate fully and in good faith with any review, renewal or periodic update of the due diligence. Following the conclusion of the due diligence, MMBL shall have the right to renegotiate the terms of the Contract or terminate the Contract.
 - 3.2. Conduct surveys and audits (either directly or, in its sole discretion, through independent third parties engaged by MMBL) to verify Business Partner and Affiliated Persons' compliance with the BPCOC and Applicable Laws. Such surveys or audits will be reasonable as to scope, location, date and time. The Business Partner, Affiliated Persons or third parties acting on behalf of MMBL shall cooperate fully and in good faith with any such survey or audit.
 - 3.3. If MMBL has a reasonable belief that the Business Partner or Affiliated Persons breached or is likely to have breached any element of these Compliance Provisions, MMBL shall have the right to immediately withhold payments to the Business Partner for a reasonable period during which MMBL conducts any such audit.

Termination

4. Non-compliance with any of the representations and/or obligations set out in the Contract which, in MMBL's reasonable opinion, may result in adverse consequences arising for MMBL may be considered a material breach entitling MMBL to immediately terminate any and all existing contracts with the Business Partner for cause without liability as specified in the Contract.

Liability

5. Business Partner agrees to fully indemnify and hold harmless MMBL and its representatives against any damages, costs, losses, liabilities, fines, penalties, and/or expenses (including attorneys' fees and expenses) arising out of Business Partner's non-compliance with these Compliance Provisions, including Business Partner's violation or alleged violation of any Applicable Laws.

