

## ANTICORRUPTION CLAUSE

1. For the purpose of this section:

Corruption act/s mean/s any action and/or inaction that falls under the corruption offenses provided by the Romanian Law on the Criminal Code.

Controlled persons means any person over which it exercises control, including its directors, officers and employees.

In case of cross-border transactions and/or transactions involving USD and/or counterparties/controlled persons/agents/intermediaries from France, USA or UK, the provisions regulated in such country are also applicable in the limits established to be applicable to Romania.

2. The **Provider** represents and warrants to BRD, at any time during the term of the Contract, that:

i. has knowledge of, and is committed to complying with, the laws and regulations relating to corruption acts and fight against corruption acts, applicable to the execution of this Contract;

ii. has not committed a corruption act; also, to the best of its knowledge, the **Provider** represents and warrants that neither any controlled persons, nor any agent or intermediary that it has appointed to execute the Contract, has committed corruption acts;

iii. neither the **Provider** nor any controlled person is ineligible or treated as ineligible by any authority/institution/body organized under national or international public law to participate in public procurement or to respond to tenders initiated by such entities or to contract with such entities, on the basis of a proven or alleged corruption act;

iii. has adequate rules and procedures, as adapted for its size and activity, aimed at preventing any corruption act from being committed by itself, by controlled persons, and, where applicable, by the agents or other intermediaries it has appointed to execute the Contract. Any corruption act in connection with this Contract shall be promptly reported to BRD, within the limits of the applicable law;

iv. will keep books, records and accounts for the purposes of executing the Contract, in such form and on such terms as are appropriate to its size and activity.

3. If BRD has reasonable grounds to suspect that the **Provider** and/or its controlled persons has acted in a manner incompatible with the obligations set out in this section, or if a breach the **Provider** and/or its controlled persons of the these obligations is proved, BRD shall be entitled to consider this Contract as unilaterally terminated, ipso jure, without need for the intervention of the court of justice, without default notification or any other additional formality, except for a simple letter of information on the termination, sent by courier or registered mail with receipt confirmation.

These types of reasonable grounds or proved breaches can be materialized by:

a. applied sanctions for corruption acts by national or international competent authorities;

b. initiation of criminal proceedings for corruption acts;

c. initiation of a criminal trial for corruption acts;

d. issuance of any court decision of conviction for corruption acts;

e. information published in the media or in databases that centralize also information on corruption, all this if they are related to the commission of corruption acts under the conditions of above points a.-d;

f. in the execution of the contract, the violation of the provisions of this anti-corruption clause is found (for example, an act of corruption is committed between the Parties in order to extend the contractual duration).

In such situations, BRD will take steps to inform the **Provider** about the identification of this information and will offer him the possibility to prove otherwise and to provide his own explanations. Thus, only if after these stages no agreement is reached between the Parties during **15 days**, in the sense of proving the unreality regarding the reasonable grounds or the proved breaches, BRD will have the right to consider this Agreement unilaterally terminated, ipso jure, under the conditions stated in previous paragraphs. These steps are not applicable when the legal provisions do not allow the disclosure of such information by BRD.

The Parties agree that in case BRD exercises the right to terminate the contract according to this chapter is liable to incur damages up to [the amount of the rent/contract price due until the fulfillment of the entire contract duration], if the **Provider** proves in court, by final court decision in this regard, that the right of termination provided in this chapter was exercised abusively, invoking suspicions that were not reasonable, in order to terminate the contract prematurely.

4. The **Provider** represents and warrants that it has knowledge of BRD's code of conduct governing the fight against corruption and influence peddling. BRD's aforesaid code is available at the following hyperlink

[https://www.brd.ro/\\_files/pdf/Principles\\_and\\_rules\\_governing\\_the\\_fight\\_against\\_corruption.pdf](https://www.brd.ro/_files/pdf/Principles_and_rules_governing_the_fight_against_corruption.pdf) .

5. To the extent permitted by applicable law, the **Provider** undertakes to allow BRD, subject to a **30-day** prior notice, directly or through a third party who will be chosen by mutual agreement (in the absence of an agreement, BRD will do so directly), at any time during the term of the Contract, to request information and documentation and perform controls of the books, records, rules and procedures as they relate to the execution of this Contract. The **Provider** undertakes to provide all necessary assistance for the carrying out of such verification.

6. The **Provider** [and its agents and intermediaries it has mandated for the purpose of executing this Contract] are not linked to, or expected to interact with, Public Official(s), government, or government entities as part of the Services provided to BRD. For the purpose of this section, Public official means any person who permanently or temporarily, remunerated or not, (i) exercises duties and responsibilities, established under the law, in order to achieve the legislative, executive or judicial prerogatives, (ii) exercises a position of public dignity or a public function of any kind, (iii) exercises alone or together with other persons, within an autonomous corporation, another economic operator or a legal person with full or majority state capital, attributions related to the accomplishment of its object of activity.

***In temeiul art.3 alin.1 lit.c) din Legea nr.51/1995, atest faptul ca data la care mi-a fost prezentat acest document in scopul de a-i conferi data certa, este 12.07.2024.***

**Numar de inregistrare 1/12.07.2024  
av. Rosu Eusebiu Severin**