

## **ANTI-BRIBERY & ANTI-CORRUPTION**

- Both Parties represent, warrant and undertake that they are familiar with applicable Anti-Corruption Laws under this Agreement including but not limited to Prevention of Corruption Act 1988 and will ensure that neither they nor any of their officer, director, shareholder, employee and agent or any other person acting under their implied or express authority will engage in any activity, practice or conduct which would constitute an offence under, or expose or potentially expose either Party to any direct or indirect liability, under Applicable Anti-Corruption Laws;
- You have been duly intimated of SCHWING'S Global anti-corruption policies ("SCHWING'S Anti-Corruption Policies") and both the Parties shall comply with the same at all times during the term of this Agreement;
- You have been duly intimated that SCHWING prohibits companies and their employees worldwide from any form of bribing any official (including facilitation payments, etc.) to obtain or retain business, provide business or otherwise. It is further stated that SCHWING does not give or receive improper payments, facilitation payments to / from any organization or person or official and does not do so during the course of providing / receiving services to / from their Clients / business associates.
- It is further agreed that breach of any of the above undertaking shall be deemed to be a material breach of the Agreement and in case SCHWING is insisted upon or asserted by any of your representatives to violate any of the above said undertaking including SCHWING'S Anti-Corruption Policies in any form or manner, on pretext of business relationship or otherwise, SCHWING shall have a discretionary right to terminate this Agreement without any liability or obligation on part of SCHWING.
- Such termination of this Agreement shall not in any way prejudice the rights and obligations (including payment for the services delivered under this Agreement) already accrued to SCHWING, prior to such termination.