

## **E. Muster Vertragsklausel**

### **1. Kurzform:**

#### Article X - Compliance

##### X.1 Compliance with Laws

X.1.1 Distributor shall market and distribute the Product in the Territory in compliance with all applicable laws and regulations and good commercial practice and for uses and applications approved by GESELLSCHAFT in writing for the Product. Distributor shall comply with all laws, rules and regulations as applicable to the marketing, distribution and sale of the Product in the Territory or any part of it. Distributor further agrees to comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and all applicable export laws, restrictions and regulations of any U.S. or foreign agency or authority and not to export or re-export or allow the export or re-export of the Product or any related technology or information in violation of any such laws, restrictions or regulations. A copy of the FCPA is attached to this Agreement as Appendix X.

X.1.2 Distributor hereby declares that it has read and understood the provisions of the FCPA and, on that basis, it further represents and covenants that neither it nor any of its employees or agents have taken or will take any action to cause Distributor to be in violation of the FCPA. Specifically, Distributor hereby certifies that it has not paid, nor offered or agreed to pay, nor has caused to be paid, or offered or agreed to be paid, directly or indirectly, in respect of this Agreement, any political contributions, fees or commissions to any public or governmental employee or official anywhere for the purpose of influencing such official's act or decision to provide business to Distributor. Distributor further certifies that it will not, directly or indirectly, in connection with this Agreement and the business resulting there from, offer, pay, promise to pay, or authorize the giving of money or anything of value to any public or governmental employee or official, to any political party or official thereof or to any candidate for political office, or to any person, while knowing or being aware of a high probability that all or a portion of

such money or thing of value will be offered, given or promised, directly or indirectly, to any public or government official, to any political party or official thereof, or to any candidate to political office, for the purpose of: (a) influencing any act or decision of such official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or (b) inducing such official, political party, party official or candidate to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist GESELLSCHAFT or Distributor in obtaining or retaining business for or with, or directing business to any third party.

X.1.3 Distributor agrees that if subsequent developments cause the certifications and information reported herein to be no longer accurate or complete, Distributor will immediately so advise GESELLSCHAFT. Distributor further agrees that its violation of any part of this Section 5.5 will be a material breach of this Agreement and cause for immediate termination, without further liability or obligation on the part of GESELLSCHAFT notwithstanding anything to the contrary provided in this Agreement.

## **2. Langform:**

### Article X - Compliance

#### X.1 Compliance with Laws

X.1.1 The parties agree to comply with all applicable laws, rules and regulations, including, without limitation, those of their respective countries of incorporation or principal place of business, and of the country of operations, (collectively referred to as “applicable laws”), directly and adversely affecting the work to be performed under this contract (hereinafter referred to as “the Work”) or the performance of either party’s obligations under this contract.

X.1.2 Notwithstanding any provision in this contract to the contrary, the parties agree that the failure by one party, solely on account of conflict of laws, to comply with

applicable laws directly affecting the Work or performance of such party's obligations under this contract shall not constitute a breach of this contract.

## Optional

X.1.3 Notwithstanding any provision in this contract to the contrary, the parties agree that in undertaking the work and performing their respective obligations under this contract, neither party agrees to nor shall either party be obligated to engage in any act or omission to act, which is prohibited by or penalized under the laws, or regulations of [name of country].

## X.2 Compliance Policies and Procedures

X.2.1 The parties shall endeavour to ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies and procedures, including without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions of Article X.

X.2.2 The parties shall fully cooperate with each other, including, without limitation, sharing information, making necessary disclosures, and addressing concerns raised by the other party or by government officials, to endeavour to ensure that there is continuous and full compliance with all of the provisions of Article X.

## X.3 Improper Government Influence

X.3.1 [name of party] shall not permit or countenance any member of its organization, or any individual or entity acting on its behalf, and [name of other party] shall not permit or countenance any member of its organization, or any individual or entity acting on its behalf, offering, promising or giving, in connection with carrying out the obligations or performing the Work under this contract, any undue pecuniary or other advantage, whether directly through intermediaries, to a Public Official,

for that official or for a third party, to act or refrain from acting in relation to the performance of official duties, to

#### Alternative 1

obtain or retain business or other improper advantage.

#### Alternative 2

obtain or retain business or other improper advantage. The prohibitions of Article X.3.1 shall also extend and apply to any facilitating or expediting payment to a public official to secure the performance of routine governmental action.

#### Alternative 3

obtain or retain business or other improper advantage. Notwithstanding any provision in this contract to the contrary, the prohibitions of this contract shall not apply to any facilitating or expediting payment to secure the performance of routine governmental action unrelated to the terms, award or continuation of this contract.

X.3.2 For purposes for Article X.3.1, "Public Official" means,

#### Alternative 1

any individual holding a legislative, administrative or judicial office, whether appointed or elected; any individual exercising a public function for a foreign country, including, without limitation, for a public agency or public enterprise; any official or agent of a public international organization; and any political party or party official, or any candidate for public office.

#### Alternative 2

any individual holding a legislative, administrative or judicial office, whether appointed or elected; any individual exercising a public function for a foreign country, including, without limitation, for a public agency or public enterprise; and any official or agent of a public international organization.

#### X.4 Termination for Non-Compliance

If either party breaches (Optional Article X.1.3) Article X.3, the other party may terminate this contract on \_\_\_\_\_ days' notice.

If either party breaches (Optional Article X.1.3) Article X.2, it shall be considered a default which directly and adversely affects the work or the performance of either party's obligations under this contract and termination for such breach shall be governed by the basic default provision in Article \_\_\_\_\_ of the contract.