

ANTI-BRIBERY AND MODERN SLAVERY POLICY

This Anti-Bribery and Modern Slavery Policy Document (the **Document**) is incorporated into the agreement between **PHRONESIS TECHNOLOGIES LIMITED** (the **Supplier**) and you (the **Customer**) pursuant to the Master Terms, which can be found here: [\[insert URL\]](#) (the **Agreement**). Capitalised terms used in this Document shall have the same meaning as ascribed to them in the Agreement.

This Document was last updated on 01 April 2020.

1 Definitions and interpretation

(a) In this Document:

Bribery Laws means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;

Modern Slavery Policy means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

2 Anti-bribery

- (a) For the purposes of clause 1 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- (b) The Customer shall ensure that it and each person referred to in clauses (i) to (iii) (inclusive) does not, by any act or omission, place the Supplier in breach of any Bribery Laws. The Customer shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of this Document and ensure that:
- (i) all of the Customer's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Customer;
 - (ii) all others associated with the Customer; and
 - (iii) each person employed by or acting for or on behalf of any of those persons referred to in clauses (i) and/or (ii),
- involved in connection with the Agreement, so comply.
- (c) Without limitation to clause (b), the Customer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- (d) The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach of any of the requirements in this Document.
- (e) Any breach of this Document by the Customer shall be deemed a material breach of this Agreement that is not remediable and shall entitle the Supplier to immediately terminate the Agreement (by notice under clause 19 of the Agreement).

3 Modern slavery

- (a) The Customer undertakes, warrants and represents that:

- (i) neither the Customer nor any of its officers, employees, agents or subcontractors has:
 - committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (ii) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
 - (iii) it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under Clause 3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- (b) Any breach of this Document by the Customer shall be deemed a material breach of the Agreement and shall entitle the Supplier to terminate the Agreement (in accordance with clause 19 of the Agreement).