

## I. Sample Anti-Bribery, Corruption and Sanctions Representations

### Anti-Bribery

(a) Neither the Issuer [, the Guarantor,] nor any of [its/their respective] subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Issuer [, the Guarantor,] or any of [its/their respective] subsidiaries or affiliates, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which [ISSUER GROUP] does or seeks to do business (a “Private Sector Counterparty”) or to foreign or domestic political parties or campaigns from corporate funds, (iii) violated or is in violation of any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K Bribery Act 2010, or any other similar law of any other jurisdiction in which the [ISSUER GROUP] operates its business, including, in each case, the rules and regulations thereunder, (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; the Issuer [, the Guarantor] and each of [its/their respective] subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; and none of the Issuer [or the Guarantor] will directly or indirectly use the proceeds of the Notes or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above.

### Sanctions Compliance

Neither the Issuer [, the Guarantor] nor any of [its/their respective] subsidiaries or any director, officer, agent, employee or affiliate or, to the best knowledge and belief of the Issuer [and the Guarantor], any person acting on behalf of the Issuer, [, the Guarantor] or any of [its/their respective] subsidiaries, is, or is directly or indirectly owned or controlled by, an individual or entity (a “**Person**”) that is (A) currently subject to any sanctions administered by (i) the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) (including, but not limited to designation as a “specially designated national or blocked person” thereunder and sanctions pursuant to the U.S. Iran Sanctions Act of 1996, Public Law 104-172, as amended by the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, Public Law 111-195), the U.S. Departments of State or Commerce in the United States, Her Majesty’s Treasury (“**HMT**”), the United Nations Security Council (“**UNSC**”), the European Union, or any other relevant sanctions authority (collectively, “**Sanctions**”), nor (B) located or organized within, or doing

business or operating from a country or territory that is, or whose government is, the subject of Sanctions [(including, without limitation, Myanmar (Burma), Belarus, Cuba, Iran, North Korea, Sudan and Syria) – **Update the list of relevant countries as necessary**]; no action of the Issuer [, the Guarantor] or any of [its/their respective] subsidiaries in connection with (i) the execution, delivery and performance of this Agreement and the Transaction Documents, (ii) the issuance and sale of any Notes or (iii) the direct or indirect use of proceeds from the Notes or the consummation of any other transaction contemplated hereby or the fulfillment of the terms hereof, will result in the proceeds of the transaction being used, or loaned, contributed or otherwise made available to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities or business of any person, , that, at the time of such funding, is the subject of Sanctions or in a country or territory that is, or whose government is, the subject of Sanctions, or that would otherwise result in a violation by any person (including, without limitation, the Initial Purchasers, any Investor or advisor) of any Sanctions, or any orders or licenses publicly issued under the authority of any entity described in (A) above.

### **Money Laundering**

The operations of the Issuer [the Guarantor] and [its/their respective] subsidiaries are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements, [anti-terrorist financing legislation] and money laundering statutes of all applicable jurisdictions and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, “**Money Laundering Laws**”); the Issuer [and the Guarantor] has in place policies and procedures reasonably designed to ensure that its [and its subsidiaries’] operations will continue to be conducted in compliance with all applicable Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer [, the Guarantor] or any of [its/their respective] subsidiaries with respect to Money Laundering Laws is pending or, to the best knowledge of the Issuer, [or the Guarantor,] threatened.

### **Internal Controls**

The Issuer [, the Guarantor] and [its/their respective] subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of the Issuer’s/Guarantor’s [consolidated] financial statements in conformity with the accounting rules and standards applicable in [ISSUER JURISDICTION] [and for the purposes of IFRS] and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management’s general or specific authorization, (iv) the risk of fraud is combated, (v) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (vi) [the Issuer has not/neither the Issuer [, the Guarantor] nor any of [its/their respective] subsidiaries has] experienced any material difficulties with regard to (i) to (v) above. Except as described in the Prospectus, since the end of the Issuer’s/Guarantor’s most recent audited fiscal year, there has been (I) no material weakness in the Issuer’s [, the Guarantor’s] or [its/their respective] subsidiaries’ internal control over financial reporting (whether or not remediated) and (II) no change in the Issuer’s [, the Guarantor’s] or [its/their respective] subsidiaries’ internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Issuer’s [, the Guarantor’s] or [its/their respective] subsidiaries’ internal control over financial reporting.

## II. Sample Anti-Bribery, Corruption and Sanctions Representations

### Anti-Bribery

(a) Neither the Issuer [, the Guarantor,] nor any of [its/their respective] subsidiaries or affiliates, nor, to the knowledge of the Issuer, any director, officer, agent, employee or person associated with or acting on behalf of the Issuer [, the Guarantor] or any of [its/their respective] subsidiaries or affiliates, has (i) used any corporate funds for any unlawful contribution, unlawful gift, unlawful entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, or to any employee or agent of a private entity with which [ISSUER GROUP] does or seeks to do business (a “Private Sector Counterparty”), or to foreign or domestic political parties or political campaigns from corporate funds, (iii) violated or is in violation of, in each case in any material respect, any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other similar law of any other jurisdiction in which the [ISSUER GROUP] operates its business including, in each case, the rules and regulations thereunder , (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action or retain business or otherwise secure any improper advantage or (v) otherwise made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment prohibited under any applicable law or regulation; the Issuer, [, the Guarantor and each of [its/their respective] subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; and none of the Issuer or the Guarantor will directly or indirectly use the proceeds of the Notes or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above.

### Sanctions Compliance

Neither the Issuer [, the Guarantor] nor any of [its/their respective] subsidiaries, nor, to the Issuer’s best knowledge and belief, any director, officer, agent, employee, affiliate or any person associated with or acting on behalf of the Issuer [, the Guarantor] or any of [its/their respective] subsidiaries, is currently subject to any sanctions administered by (A) the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) (including, but not limited to, the designation as a “specially designated national or blocked person” thereunder and sanctions pursuant to the U.S. Iran Sanctions Act of 1996, Public Law 104-172, as amended by the Comprehensive Iran Sanctions , Accountability, and Divestment Act of 2010, Public Law 111-195) or the U.S. Departments of State or Commerce in the United States, (B) Her Majesty’s Treasury (“**HMT**”), (C) the United Nations Security Council (“**UNSC**”), (D) the European Union, or (E) any other relevant sanctions authority (collectively, “**Sanctions**”) [(including, without limitation, Myanmar (Burma), Belarus, Cuba, Iran, North Korea, Sudan and Syria) – **Update the list of relevant countries as necessary**]; the Issuer will not knowingly directly or indirectly use the proceeds from the Notes , or lend, contribute or otherwise make available such proceeds, to any

subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities or business of any person, or in any other country or territory that, at the time of such funding, is the subject of Sanctions , or that would otherwise result in a violation by any person (including , without limitation, the Initial Purchasers, any investor or advisor) of any Sanctions, or any orders or licenses publicly issued under the authority of the entities described in (A) through (E) above.

## **Money Laundering**

The operations of the Issuer [, the Guarantor,] and [its/their respective] subsidiaries are and have been conducted at all times in compliance, in all material respects, with all [anti-terrorist financing legislation and] financial record keeping and reporting requirements under applicable money laundering statutes in [JURISDICTION OF ISSUER] and [OTHER RELEVANT JURISDICTIONS], and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, “**Money Laundering Laws**”); no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer [, the Guarantor] or any of [its/their respective] subsidiaries with respect to Money Laundering Laws is pending or, to the best of the Issuer’s [or the Guarantor’s] knowledge, threatened.

## **Internal Controls**

The Issuer [, the Guarantor] and [its/their respective] subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of the Issuer’s/Guarantor’s [consolidated] financial statements in conformity with the accounting rules and standards applicable in [ISSUER JURISDICTION] [and for the purposes of IFRS] and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management’s general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Prospectus, since the end of the Issuer’s/Guarantor’s most recent audited fiscal year, there has not, to the knowledge of the Issuer, been (I) any material weakness in the Issuer’s [, the Guarantor’s] or [its/their respective] subsidiaries’ internal controls over financial reporting nor (ii) any change in the Issuer’s [, the Guarantor’s] or [its/their respective] subsidiaries’ internal control over financial reporting that has materially affected, or would reasonably be expected to materially affect, the Issuer’s [, the Guarantor’s] or [its/their respective] subsidiaries’ internal control over financial reporting.

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