

1. ANTI-CORRUPTION UNDERTAKING

A. Definitions

In this Undertaking the following terms shall have the following meaning:

1. **Public Official** means an elected or appointed official, employee or agent of any national, regional or local government or state; any department, agency or instrument of any such government or state; any enterprise in which such a government or state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; or any official, employee or agent of any public international organization.
2. **Close Family Member of a Public Official** means a spouse or partner, one of his or her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member.
3. **The Parties** means Total and the Buyer

B. Prevention of Corruption

In recognition of applicable international and regional conventions against corruption and to ensure compliance with anti-corruption laws applicable to the contractual or non-contractual relationship with Total, or to the Parties or their ultimate parent company generally,

In respect of the relationship with Total, the Buyer warrants that neither it nor (to its knowledge) anyone on its behalf, has made or offered, or will make or offer, any payment, gift, promise or advantage (directly or through an intermediary) (**Inducement**) to or for the use of any Public Official for purposes of:

- (a) influencing any act or decision of the Public Official;
 - (b) inducing the Public Official to do or omit to do any act in violation of his or her lawful duties;
 - (c) securing any improper advantage; or
 - (d) inducing the Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.
4. The Buyer, warrants that it has not made or offered, and will not make or offer, any inducement to or for the use of any person (other than a Public Official) for purposes of inducing that person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the applicable laws.
 5. The Buyer shall cause its personnel and subcontractors to undertake the obligations in this Undertaking and to warrant them under the terms of its agreements with any subcontractors. In particular, the Buyer shall perform compliance due diligence on all major subcontractors to ensure that they act in strict compliance with applicable anti-corruption laws. Total reserves the right to request proof of that due diligence.
 6. All financial settlements, billings and reports sent to Total shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the obligations. The Buyer also shall maintain adequate internal controls to ensure that all payments made are authorized. Total reserves the right to perform (itself or through a representative) audits at the Buyer's premises of all payments made by or on behalf of the Buyer for services performed in lieu of the contractual obligations. The Buyer agrees to cooperate fully in any such audit, including by making the relevant books and records available to Total or its representative and by answering any relevant questions relating to the Buyer's performance.
 7. All payments by Total to the Buyer shall be made in accordance with the terms of payment agreed between the Parties. The payment indications notified in the Buyer's invoices shall be deemed to constitute a warranty by the Buyer that the bank account so notified is owned solely by the Buyer and that no person other than the Buyer has any ownership of or interest in it.
 8. Except for any ownership, interest or position that the Buyer has disclosed to Total in writing, the Buyer warrants that no Public Official or Close Family Member of a Public Official owns (directly or indirectly) shares or any other beneficial interest in the Buyer (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the Buyer. The Buyer agrees to notify Total promptly and in writing of any developments that would or might affect the accuracy of this warranty. In any case, if a Public Official or Close Family Member of a Public Official owns or acquires (directly or indirectly) shares or any other beneficial interest in the Buyer, or is or becomes a director, officer or agent of the Buyer, the Buyer shall take appropriate steps to ensure that the Public Official or Close Family Member of a Public Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the obligations prohibiting conflicts of interest on the part of Public Officials and complies with the provisions of this Undertaking.
 9. Without prejudice to any other rights or remedies Total otherwise may have, including (but not limited to) damages for breach of the obligations, if the Buyer does not comply with any of its obligations in this Undertaking, Total shall have the right to suspend payment and require reimbursement of any advance payment made in lieu of the obligations, and/or suspend or terminate the contractual relations for default with immediate effect.

2. UNDERTAKING TO COMPLY WITH THE INTERNATIONAL ECONOMIC SANCTIONS

Each Party shall perform its obligations in compliance with the International Economic Sanctions applicable to it. Neither Party shall be obliged to perform any obligations if this would be in violation of, inconsistent with, or expose such Party to punitive measures under laws and regulations applicable to it relating to International Economic Sanctions. Any Party shall be entitled, without incurring any liability, to suspend during the non-compliance period and/or terminate the contractual relation with immediate effect if the performance of the obligations are in any way restricted or prohibited by International Economic Sanctions applicable to it.

International Economic Sanctions means any laws or regulations relating to economic sanctions enacted, administered, imposed or enforced by a sanction authority applicable to a Party, including but not limited to the United States, the United Nations or the European Union.

