

Article [•]. Anti-Corruption

(i) The Counterparty shall comply with any anti-corruption law or similar legislation, codes, rules, policies and regulations applicable to any of the Parties and/or to the performance of their respective obligations under this Agreement (hereinafter referred to as the “**Anti-Corruption Laws**”);

(ii) The Counterparty shall comply with the Anti-Corruption Laws in obtaining all licenses, permits and approvals required by any competent governmental authority in connection with this Agreement;

(iii) The Counterparty shall not take any action or permit, authorise or tolerate any action or omission in violation of the Anti-Corruption Laws;

(iv) The Counterparty shall not offer, pay or promise, directly and/or indirectly, money or anything of value, for the purposes of assisting LLC IC «Kirov Tyre» in obtaining or retaining business, directing business to LLC IC «Kirov Tyre» or to any person or entity in connection with this Agreement, securing any improper advantage in any way related to this Agreement, or influencing any official act or decision of any official, party, government, government agency or government-owned or controlled entity, to any of the following:

(a) Government officials. For purposes of this Agreement, a “government official” includes any appointed, elected, or honorary official or any career employee of the government of any national, regional or local government, or of a public international organisation, or any political party, party official or candidate in any country (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business). The term “government” includes any agency, department, embassy or other government entity or public international organisation. It also includes any company or other entity owned or controlled by the government. A person does not cease to be a government official by purporting to act in a private capacity or by the fact that he or she serves without compensation; or

(b) Political parties or party officials; or

(c) Any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to any of the above-identified persons or organisations.

(v) To the Counterparty’s knowledge, the Counterparty, its controlling shareholder/s, its directors and key officers and its controlling shareholder/s’ directors and key officers have not been convicted of, or plead guilty to, any offense involving fraud or corruption, with a non-appealable judicial decision;

(vi) On the basis of the information currently available to the Counterparty, it, its controlling shareholder/s, its directors and key officers, its controlling shareholder/s’ directors and key officers have not been listed by any government or public agency, even supranational or any judicial authority as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs;

(vii) The Counterparty has not offered to pay, nor has the Counterparty paid, nor will the Counterparty pay, any political contributions to any person or entity on behalf of LLC IC «Kirov Tyre»; and

(viii) The Counterparty shall keep full, true, and accurate records and accounts, and records of its receipts and expenses relating to this Agreement, including records of payments to third parties, supported by detailed invoices, in accordance with generally-accepted accounting principles. Furthermore, the Counterparty shall make these records available for audit by or on behalf of LLC IC «Kirov Tyre» upon [fifteen (15) days] prior written notice, during regular business hours, at the Counterparty's principal place of business and shall provide LLC IC «Kirov Tyre» with reasonable assistance in order to review and secure copies of such information. LLC IC «Kirov Tyre» shall treat the information received during the audit period as "Confidential Information", in compliance with the provisions of this Agreement.

The Counterparty shall cause any of its Affiliates or any of its or their directors, officers, advisors, representatives, employees or agents to comply with items (i) to (iv) of this Article [•].

Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that LLC IC «Kirov Tyre» shall be entitled to immediately suspend performance of its obligations hereunder and/or terminate this Agreement in compliance with Article [•] hereof, in case of breach of this Article by the Counterparty. The Counterparty will indemnify and hold harmless LLC IC «Kirov Tyre» and its representatives, from and against any loss, claim, cost or expense (including legal and attorneys' fees) incurred by LLC IC «Kirov Tyre» or its representatives based upon or arising out of any breach of this Article and/or any violation by The Counterparty, any of its Affiliates or any of its or their directors, officers, advisors, representatives, employees or agents of any Anti-Corruption Laws.