

## OF CROWN REPRESENTATIVES

1. Crown Representative represents, warrants and covenants to Crown that:

a. none of Crown Representative's directors, officers, employees or agents is or without the prior written approval of Crown will become an official or employee of any organization; and no official or employee of any government, agency, instrumentality of any government, political party, or public international organization, owns or will own, directly or indirectly, any shares or other beneficial interest in Crown Representative.

b. in carrying out its responsibilities under this Agreement, neither Crown Representative nor any director, officer, employee, agent, or representative, directly or indirectly, pay or give anything of value, whether tangible or intangible (e.g., gifts, entertainment with corrupt intent, including making bribes or kickbacks, to any private party – or to any official within the meaning of Crown's Anti-Corruption Policy, political party or official thereof, or candidate for political office for the purpose of influencing any act or decision, securing an authorization, acceptance, or solicitation of the sort described in this paragraph has been made prior to the date of this Agreement.

c. neither Crown Representative, nor any of its subsidiaries, directors, officers, employees or agents, shall use Crown Representative's relationship with Crown to attempt to disguise the source of illegally obtained funds. Crown Representative further represents and warrants that no such attempt of the sort described in this paragraph has been made prior to the date of this Agreement.

It will continue to maintain accurate, complete and correct books and records, and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to

of Crown's **Anti-Corruption Policy**.

2. Notwithstanding any other provision of this Agreement, Crown may immediately suspend this Agreement and performance of any of Crown's obligations under this Agreement (including, but not limited to, any payments required under this Agreement) in the event it should receive information which it determines in good faith and in its sole discretion is evidence of a breach by Crown Representative of any provision of this Agreement. Crown shall not be liable to Crown Representative for any claims, losses, costs, or damages related to its decision to forbear from performance of its obligations under this provision.

3. In the event of receipt of such evidence and/or such suspension pursuant to the preceding paragraph, Crown shall have the right to audit Crown Representative in order to satisfy itself that no breach has occurred, and Crown Representative shall fully cooperate with any such

has occurred, or that Crown Representative has failed to cooperate fully with Crown's audit or related inquiry.

4. In the event of such termination, Crown shall have no liability to Crown Representative under this Agreement for any unpaid fees, reimbursements or other compensation owed under this Agreement, or for any other loss, cost, claim, or damage resulting directly or indirectly to Crown Representative from such termination.

5. In the event Crown is reasonably satisfied that a breach has occurred, Crown is entitled to recover all fees paid to Crown Representative in connection with any transaction involving such breach of these representations, warranties and covenants. Crown Representative shall be held liable for all losses, costs, claims, or damages arising from or in connection with the breach of any of these representations, warranties and covenants and/or termination of this Agreement.

Crown and its representatives shall be deemed to have accepted and agreed to be bound by the laws in good faith and in its sole discretion, believes that to do so would cause Crown to be in violation of any nation's or territory's laws, including but not limited to the United Kingdom's Bribery Act 2010, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and other applicable anticorruption laws and requirements.