

COMPLIANCE

1. The development of Orange and Supplier is founded on a set of values and principles outlined for Orange, specifically, in its Code of Ethics and Anti-Corruption Policy, available on the Orange corporate website (www.orange.com or <https://gallery.orange.com/rse#v=d20662f2-c8b6-43ba-ae0b-54fe33bcd0c>).
2. These texts reflect the commitment by the Parties to comply with legal and regulatory provisions linked to their business. In this regard, the parties agree to comply with:
 - (i) all legal and regulatory provisions in terms of combatting corruption and influence peddling, notably including, the French criminal code, law no. 2016-1691 of December 9, 2016 regarding transparency, the fight against corruption and the modernization of the economy (the "Sapin 2 Law"), the US Foreign Corrupt Practices Act, the UK Bribery Act, and any other legislation or regulation against corruption which is applicable in connection with this Contract,
 - (ii) national, European and international legal and regulatory provisions in terms of international economic sanctions (hereinafter "the **Economic Sanctions**"), specifically including embargoes, bans and/or restrictions against certain countries, individuals or entities, when applicable, notably those issued by the United Nations, European Union, its Member States or the United States,(i) and (ii) hereinafter the "**Compliance Rules**".
3. Each Party represents and warrants that it, its officers, its representatives and its "primary shareholders and/or primary beneficiaries" (defined for the purposes of the Contract as any individual or legal entity which directly or indirectly holds more than 50% of voting rights in one of the Parties, either individually or jointly, or which directly or indirectly controls it, individually or jointly) are not subject to Economic Sanctions.
4. In the event of a modification of the legislative and/or regulatory framework, as well as any judicial decision or any ruling by an authority responsible for enforcing the Compliance Rules which could require an amendment of the Contract in view of the Compliance Rules, the Parties undertake, if this amendment is possible, to discuss it in good faith, and to reach an agreement within one month.
5. Each Party warrants that it:
 - has effectively implemented and maintains appropriate prevention, detection and remedial measures, including, with its officers, employees, representatives, and controlled companies involved in the contract fulfillment, notably, in order to comply with the Compliance Rules,
 - ensures that its subcontractors, suppliers and other business partners in connection with the Contract agree to comply with the Compliance Rules.
6. Each Party undertakes to:
 - promptly grant the other Party's requests in relation to evidence of application of the aforementioned measures at any time,
 - inform the other Party of remedial measures put in place to observe the Compliance Rules, if the other Party is aware of an infringement of these Compliance Rules (by itself or any of the aforementioned people), and requests them.
7. If one of the Parties fails to comply with the Compliance Rules and/or the commitments indicated above, the other Party may suspend the Contract or terminate the Contract unilaterally by withdrawal.