

Compliance Clauses for Clients

In this document the term “Contract” shall mean the Ayvens Master Agreement and / or the Ayvens General Terms and Conditions and / or the Individual Lease Agreement / rental agreement / vehicle purchase contract (as the case may be).

1. Sanctions and Embargo

- 1.1. “Sanctioned Person” means any person, whether or not having a legal personality:
 - 1.1.1. listed on any list of designated persons in application of Sanctions;
 - 1.1.2. located in, or organised under the laws of, any country or territory that is subject to comprehensive Sanctions;
 - 1.1.3. directly or indirectly owned or controlled, as defined by the relevant Sanctions, by a person referred to in 1.1.1 or 1.1.2 above; or
 - 1.1.4. which otherwise is or will become with the expiry of any period of time, subject to Sanctions.
- 1.2. “Sanctions” means any economic or financial sanctions, trade embargoes or similar measures enacted by,
 - 1.2.1. the United Nations;
 - 1.2.2. the United States of America;
 - 1.2.3. the European Union or any present or future member state thereof; and
 - 1.2.4. the United Kingdom, or
 - 1.2.5. any other relevant jurisdictions to the extent permitted by laws and regulations applicable to the performance of the Contract.
- 1.3. Client represents that neither himself nor, to the best of its knowledge, any of its directors, officers, employees, or any of its subcontractors, agents, or other intermediaries it has mandated for the purpose of executing the Contract is a Sanctioned Person.
- 1.4. The Client shall not use, directly or indirectly, the vehicle made available to it pursuant to the Contract, in any manner that would result in a violation of Sanctions by the Parties.
- 1.5. The Client warrants that (i) no Sanctioned Person will have any legal or beneficial interest in the leased / purchased / rented vehicle and (ii) the use of the leased / purchased vehicle made available to it pursuant to this Contract shall not be made in violation of Sanctions.

2. Anti Money Laundering and fight against terrorism financing

- 2.1. “Anti-Money Laundering Laws” means any applicable financial recordkeeping and reporting requirements, as well as any laws and regulations applicable to the Parties on the prevention of the use of the financial system for the purpose of money laundering and terrorism financing (AML-FT) and any related or similar rules or guidelines issued, administrated or enforced by a governmental or regulatory agency to which the Parties are subject including notably EU AML-FT regulation.
- 2.2. Client hereby represents and warrants to Ayvens (which representations and warranties shall be deemed to be repeated at all times until the termination of the Contract) that:
 - 2.2.1. it has instituted, maintains, and enforces processes, controls, tools, policies, and procedures designed to promote and ensure compliance with Anti-Money Laundering Laws; and / or
 - 2.2.2. its Affiliates [as defined in the Contract] and any of its directors, officers, employees, [subcontractors, agents, and other intermediaries it has mandated for the purpose of performing the Contract] and / or have not violated Anti-Money Laundering Laws; and / or it has conducted its business in compliance with Anti- Money Laundering Laws.
- 2.3. Client must keep record of the Know Your Client documents for a period of at least five (5) years from the termination of the Contract.
- 2.4. Client must transfer to Ayvens any relevant document, within 15 business days (Saturdays, Sundays and public holidays are not considered as business days.) from the written request, that may be required to comply with its Know Your Client procedure and the Anti-Money Laundering Laws.

3. Fight against Corruption

- 3.1. “An act of corruption” refers to a *voluntary* act, committed directly or indirectly through any person such as an intermediary third party, of (i) giving, offering, promising, or (ii) asking for or accepting from, anyone (including a public official), for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a *deliberate* act of corruption, in all cases with the aim of inducing a person (including a public official) to carry out their duties in an improper or dishonest manner and / or to obtain an improper advantage.

3.2. "Influence peddling" refers to the *voluntary* act of (i) giving, offering or promising to anyone (including a public official), or (ii) accepting from anyone (including a public official), directly or indirectly, any gift, donation, invitation, remuneration, or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favourable decision or undue advantage from a public official.

3.3. The Client represents and guarantees to Ayvens that at all times throughout the term of the Contract:

3.3.1. It is aware of and commits to comply with the laws and regulations relating to the fight against corruption and influence peddling applicable to the execution of the Contract;

3.3.2. Neither the Client nor any agent or intermediary that it has appointed to execute the Contract:

3.3.2.1. has committed an act of corruption or influence peddling;

3.3.2.2. is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting with or working with that body due to proven or suspected acts of corruption or influence peddling;

3.3.3. It has put in place, in compliance with applicable law and / or in a manner appropriate to its size and activity:

3.3.3.1. books, records, and accounts in reasonable detail for the execution of the Contract; and

3.3.3.2. adequate rules and procedures to prevent any act of corruption and influence peddling.

4. Environment, Social Governance & Sustainability

4.1. Each Party procures, and procures that its subsidiaries, in all material respects, in every country where they operate:

4.1.1. comply with the employment legislation or as a minimum, the provisions of the fundamental conventions of the International Labour Organization; comply with the environmental legislation;

4.1.2. do not deal with sub-contractors, individuals, or corporate bodies, which, to its knowledge, do not comply with the provisions of the present clause.

5. (Early) Termination and / or Suspension

5.1. Ayvens may suspend and / or is entitled to terminate the Contract as well as any Individual Lease Agreement (=ILA) at any time, with immediate effect and without indemnity and / or compensation for the Client, if

5.1.1. the Client becomes a Sanctioned Person or is in breach of its representations and undertakings under Article 1 "Sanctions and Embargo", or

5.1.2. the Client has committed a breach of its obligations under Article 2, or

5.1.3. Client's representations and guarantees are no longer valid (whether or not such breach can be remedied), or

5.1.4. the Client has committed an act of corruption or influence peddling, a breach of its obligations under the Contract, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied).

5.2. In the event of (early) termination by Ayvens, the Client shall return without delay any leased / rented vehicle in connection with the Contract and the affected ILA.

5.3. Should one of the Parties (Ayvens or the Client) be in breach of all or part of the Sustainability Commitments mentioned in Article 4, the non-breaching Party is entitled, with immediate effect, to terminate the Contract if (i) it considers the breach to be non-remediable or (ii) if the breach is remediable but has not been remedied within a timeline defined by such non-breaching Party.