

Sub-Registrar
Bommanahalli

Agreement

This Agreement (hereinafter referred to as the "Agreement") is made on the **16th day of November, 2019** at Bengaluru;

BETWEEN

United Breweries Limited, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 'UB Towers' UB City, #24 Vittal Mallya Road, Bengaluru 560001, hereinafter referred to as '**Client**' (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the First Part;

AND

22feet Tribal Worldwide Private limited, a company registered under the companies Act, 1956 with its registered office at Mudra House Opp Grand Hyatt, Santa Cruz – East, Mumbai 400055 with its corporate office at Golf View Homes #24 Wind Tunnel Road, Off HAL Airport Road, Murugeshpalya, Bengaluru 560017, here-in-after referred to as the '**Provider**' (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the Other Part;

RECITALS:

WHEREAS the Client is engaged in the business of manufacture and sale of its products and markets, Heineken, Amstel and 4 International brands (Sol, Desperados, Affligem and Edelweiss).

WHEREAS Provider is a digital solutions company specialized in providing digital solutions like handling website design & development, application design & development and digital marketing; and

WHEREAS the Client is desirous of availing the services of Provider for **digital marketing** and

WHEREAS Provider has represented to the Client that it has the necessary expertise and capability in providing such services.

Provider



Client



AND WHEREAS the Client based on the representations, warranties and statements of Provider as contained herein, is desirous of and is agreeable to engaging Provider for providing such services. In accordance with certain terms and conditions that are hereinafter set out below; and

NOW THEREFORE THIS AGREEMENT WITNESSES AS BELOW:

1. TERM

- 1.1 This Agreement shall be effective for a period commencing from 1st September 2019 and remain valid till 31st August 2020 and may be renewed for a further term as may be mutually agreed to between the parties unless terminated earlier as provided herein.

2. SCOPE OF WORK

- 2.1 The detailed scope of services and their respective timelines are provided in Annexure 1 ("**Scope of Work**") annexed to this Agreement.

3. FEES AND TERMS OF PAYMENT

- 3.1 The Fees and Terms of Payment for the services rendered by Provider to the Client under this agreement are detailed in Annexure 2.
- 3.2 The Client shall pay Provider, as per the agreed rate and also pay all taxes, duties, charge, levies and any other imposition and charges, as per the law/s in force and any statutory compliance applicable at the time of Invoicing, for the services provided under this agreement. All such taxes, duties, cess, charge, levy and other imposition and charges shall be borne solely by Client and will be shown separately on the Provider's invoices. Further the Client agrees that in case of any change in rate of tax or basis of levy of tax or any other change which results in a higher tax rate being applicable to transactions already recorded or receipted, such additional tax would also be recoverable.
- 3.3 The Client agrees that where the place of supply for services is dependent up on Client's registered location, the address provided on Client's Purchase Order /specified in this agreement / as mentioned on the estimate and approved by Client representative shall be treated as 'Location of Recipient' / address for Invoicing as envisaged under GST legislation. Further, in case of any tax or credit loss or related demand due to failure to provide Client's correct address, the same will have to be borne by the Client and Provider shall not be responsible for the same. Provider shall provide necessary documents for the Client to claim the necessary tax credits.
- 3.4 The Client hereby confirms that they would verify the Invoicing details as mentioned on estimates including the GSTIN and address and confirm the same as true and correct for the purpose of GST compliance and that they shall seek no changes to invoice raised against approved estimates once the details of the same are uploaded on GSTN.

Provider



Client



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4. WORK ORDER FOR SERVICES

- 4.1 The Client shall provide a written approval for the costs and work to be carried out by Provider. The Client shall issue a Purchase Order with its specifications along with advance payment if any as agreed upon in this agreement indicating the details of the services required by the Client from time to time in accordance with Annexure 1 (Scope of Work) in order to enable Provider to commence the work as per the purchase order.
- 4.2 All services rendered to Client shall be approved by any one of the representative of the Client, who shall be the competent approval authority for the purpose of this agreement. Such approvals given by the competent member for the services shall be deemed to be the express authorization of the Client. Such approval will be deemed to be Client's final express authority to proceed with such jobs.
- 4.3 Client shall give all instructions and approvals in writing. Wherever instructions and approvals are conveyed orally by the Client, the Client is required to confirm them in writing to avoid disputes. In case such a written confirmation is not received from the Client, Provider shall not be bound to commence such work associated with the instructions so given.
- 4.4 Assessment of the work and sign off shall be done by the competent approval authority of Client.
- 4.5 The approved signatories may be subject to change due to their resignation or retirement from services, which shall be intimated by the Client to Provider by way of a separate letter in writing.

5. EXCLUSIONS

- 5.1 The Client shall not be responsible to Provider for payment for any services, which are Out of Scope as provided under Annexure 1 attached to this Agreement unless the new work and the fees and costs are agreed upon mutually between the parties in writing.

6. TERMINATION

- 6.1 This Agreement may be determined in any of the following circumstances;
- i) Efflux of time;
 - ii) Termination by either party by giving three months' prior written notice without assigning any reasons;
 - iii) Breach by either party:

In the event of breach of any of the terms of this Agreement, the non-defaulting party shall issue fifteen (15) days' notice in writing calling upon the breaching party to rectify the breach. If the breaching party fails to

Provider



Client



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rectify the breach within the stipulated time, the non-defaulting party may terminate this Agreement forthwith.

- 6.2 Upon expiry or termination of this Agreement as provided above, as the case may be,
- i) The parties shall stand absolved of all obligations or liabilities from the date of termination of this Agreement except for the obligation of the Client to make payment for the services already rendered by Provider as on and up to the date of the termination;
 - ii) The Client shall pay the amounts outstanding, if any to Provider within fifteen (15) days from the date of expiry or termination of this Agreement, as the case may be, subject to receipt of invoice from Provider;
 - iii) Confidential information if any in the custody of Provider shall be handed over to the Client after the dues of Provider are paid by the Client and Provider shall have no right to use such information, in any manner. Confidential information if any in the custody of the Client shall be handed over to Provider immediately upon expiry of this agreement or earlier termination for whatever reasons.
- 6.3 Either party may terminate this agreement if the force majeure event continues beyond the period of sixty (60) days.

7. INTELLECTUAL PROPERTY RIGHTS -OWNERSHIP AND USE

- 7.1 The Client shall exclusively own any and all intellectual property rights in respect of the works done by Provider in connection with the services done by Provider.
- 7.2 The Intellectual Property Rights of the Client like patents, copyrights, trademarks, designs, goodwill, market reputation etc. shall always remain vested in the Client and in no circumstances Provider shall claim any such rights and/or use the trade-name/trademark of Client under the pretext of this Agreement, without the prior written consent of Client.
- 7.3 Client shall be solely responsible for the contents / quality / authenticity, to the extent such contents are provided by the Client, of and / or any other attributes by whatever names it may be called of its brands / products / services.
- 7.4 Client has represented that it is the exclusive owner of its Intellectual Property including its patents. Client shall be solely responsible to protect its proprietary rights in the Patents and, in particular, to defend the proprietary right against any challenges to bring proceedings for violation of proprietary rights.
- 7.5 The data captured by Provider systems and software or information provided by Client during the course of implementation of the website hosting or development subsequently are the Intellectual Property of the Client and Provider shall take all precautions and measures to ensure that the access to

Provider



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the information is restricted to its employees working on this arrangement and in no instance, the information will be shared with any third party without taking prior written approval from the Client. At the termination of this Agreement, the information will be handed to the Client in mutually agreed formats and manner and Provider shall delete the same from its system with no recourse for retrieval or destroy such materials in the presence of designated personnel of the Client.

- 7.6 Subject to the above, Provider shall have the liberty to use the name of the Client in its web site and other marketing literature depicting that the Client is a customer of Provider.

8. RELATIONSHIP

- 8.1 The Client and Provider agree that their relationship is that of independent contractors and not of any other relationship. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee or that of principal and agent between Client and Provider.

9. ASSIGNMENT

- 9.1 Neither this Agreement nor any rights or obligations hereunder shall be transferred or assigned by the Parties under this agreement without taking prior written consent of the other party.

10. CONFIDENTIALITY

- 10.1 "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information of either party (being disclosing party), which is marked as Confidential including invention, trade secret, and proprietary information, techniques, sketches, drawings, models, reports, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed business, products and services of either party, its suppliers and customers, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing requirements, manufacturing requirements, customer lists, business forecasts, sales, merchandising and marketing plans and information. The following information shall not be treated as confidential information if:

- a) It in the public domain before or at the time it was communicated by the disclosing party to receiving party; or
- b) It was rightfully in receiving party possession free of any obligation of confidence before or at the time it was communicated by the disclosing party to receiving party; or
- c) It was developed by receiving party independently of and without reference to any information by the disclosing party.

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- d) It was communicated by receiving party to an unaffiliated third party free of any obligation of confidence; or
- e) The communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

10.2 All non-public information and trade secrets ("**Confidential Information**") given to receiving party by the disclosing party in any form or medium whatsoever in connection with this Agreement shall be solely for receiving party use for the purpose of this Agreement. Receiving party shall not disclose the Confidential Information to any other person without prior written consent of the disclosing party, unless as required by order of a court or government agency of competent jurisdiction, except to those persons to which receiving party deems such disclosure necessary in connection with this Agreement; provided, however, that receiving party shall require that such persons agree in writing not to disclose Confidential Information other than for the purposes hereof. If any of such persons disclose or use any Confidential Information other than for the purposes hereof, receiving party will take such steps, at receiving party sole cost and expense, as may be required to prohibit such disclosure, and at the direction of the disclosing party and at receiving party sole cost and expense, commence or cooperate in any action required to recover damages, with respect to such disclosure. receiving party acknowledges that any breach by receiving party, or any other such persons, of this section will tantamount to misconduct and will cause irreparable injury to the disclosing party, and, therefore, in addition to any other legal remedies available to the disclosing party, the disclosing party shall have the right, at receiving party sole cost and expense, to obtain injunctive relief against the continuation of breach by receiving party or such other persons of any breach of this provision.

11. INDEMNITY

- 11.1 Provider shall indemnify and hold harmless Client and its officers, employees, and agents, from any and all claims, suits, damages, attorney's fees, costs, and expenses arising on account of material breach of Provider covenants, violation of laws of India, or for breach of the terms of this agreement.
- 11.2 The Client shall indemnify and hold harmless Provider, its officers, employees, and agents, from any and all claims, suits, damages, attorney's fees, costs, and expenses arising on account of breach against any cost, claims, liabilities, expenses that Provider may suffer on account of the violations of law in connection with this Agreement by Client.
- 11.3 Neither party nor their subcontractors or suppliers shall be liable to the other party for any indirect, incidental, special or consequential damages arising in connection with this Agreement.
- 11.4 The liability of Provider shall not exceed the retainer amount payable by the Client under this Agreement for the preceding one month.

Provider



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12. LIABILITY

Neither party shall be liable for any indirect, economic or consequential loss (including (without limitation) any loss of profits or revenues arising in connection with these terms and conditions.

13. SURVIVAL OF TERMS

Any terms of this Agreement, such as those contained in Article 7, Article 10, and Article 11, which by their nature are intended to extend beyond this Agreement's expiration or termination will remain in effect until fulfilled and will apply to respective successors and assignees of the parties.

14. FORCE MAJEURE

14.1 The parties hereto shall not be liable for failure or partial failure of performance hereunder if caused by force majeure, which may include but is not limited to, to an act of God, fire, flood, earthquake, explosion, war, whether declared or undeclared, strikes or lockouts or acts of government or any events beyond the control of the Party . Any suspension of performance by reason of this paragraph shall be limited to the period during which the force majeure subsists. However, if such force majeure continues for a period of thirty (30) days either party may terminate this Agreement and the parties shall, from the date of such termination, stand absolved of all their respective obligations or liabilities to perform the terms of this agreement.

14.2 Non-compliance of any terms and conditions of this agreement by the Parties due to any force Majeure event shall not be treated as breach

15. NOTICES

All notices required to be given or served hereunder shall be delivered, sent, by registered post or couriered to the register addresses;

The parties agree that any communications sent by e-mail shall not be treated as valid service of notice.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties in respect of the services contemplated herein and supersedes over all other representations, understanding, etc whether oral or in writing made prior to the date of the Agreement.

17. GOVERNING LAWS AND JURISDICTION

This Agreement shall be construed in, interpreted, applied and governed in accordance with the laws of India.

Provider



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18. DISPUTE RESOLUTION AND JURISDICTION

If any dispute or difference shall arise between the Client and the Provider, either during the term of this Agreement or after the determination or expiry of the Agreement, as to the construction of this Agreement or any matter arising out of or, in connection therewith, the dispute shall be amicably resolved by the Senior Manager or equivalent designation of both the Parties to this Agreement. If the said officers fail to resolve the dispute, the CFO of both the parties shall resolve such dispute.

All the disputes that may arise under this Agreement shall be governed by the laws of India. The courts at Bengaluru shall have the exclusive jurisdiction in respect of such disputes.

19. SEVERANCE

If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

20. WAIVER

No waiver of any of the terms of this Agreement shall be binding on either of the Parties unless made in writing and signed by both the Parties. The failure of either of the Parties at any time to enforce any provision of this Agreement shall in no way affect its right thereafter to require complete performance by the other Party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breach.

21. AMENDMENTS

Any terms, which amend or are supplementary to the terms of this Agreement, will be valid only if made in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

for United Breweries Limited

By Debabrata Mukherjee

Name: Debabrata Mukherjee

Title: Chief Marketing Officer

Witness:



for 22feet Tribal Worldwide Pvt Ltd.

By Anurag Bansal

Name: Anurag Bansal

Title: Director

Witness:



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ANNEXURE 1

SCOPE OF WORK

Brands covered under this contract: Heineken, Amstel and 4 Import Brands.

Overall Brand Planning and Strategy (Heineken only)

To provide strategic input to Heineken on the approach to communication in service of meeting our objectives.

- Research: category, competition, market across the digital eco system
- Audience strategy: identifying different audience segments and build out digital personas

Communication strategy: defining the digital GTM strategy for the brand

Content Framework (Amstel, Import Brands)

To provide content frameworks once a year that drives communication in the service of meeting our objectives.

Management of Social and Content

Management of Brand handle across 4 platforms: FB, YT, TW and IN

- Research on existing communication from other competitor brands on social platforms, primarily FB and IN
- Platform approach
- Content approach
- Monthly content calendar
 - Content creation on social platforms
 - Creative Execution*:
 - Heineken: 3 social posts per week per handle
 - Amstel & import brands: 12 social posts per month per handle, off which 6 will be adapts from global
- Community and response management for campaigns only
- Overall management and co-ordination across all partner agencies on digital
- Tracking and reporting for Social media for Heineken only
- Lead and participate in status meetings, reviews, requirement sessions and briefings as required from time to time.

Digital Campaign Development and Execution

To create spikes in conversation and engagement on the brands by a larger focused media spend in order to increase volume across the funnel (awareness, consideration and preference).

- Digital brand campaigns during the year
 - Heineken: 1 large campaign + 2 small campaigns
 - Amstel & import brands: 1 large campaign + 2 small campaigns

Provider



Client



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- Creative Conceptualization and Development
- Creative Execution
- Digital + Social Amplification
- Overall management and co-ordination across all partner agencies on digital
- Tracking and Reporting for Heineken only

Campaign Deliverables (per campaign across Social (FB, IN, TW and YT))

Small Campaigns (Less than 2 weeks)

- Engagement Idea (1-2)
- Social Posts – 5 original creatives
- Contest idea & execution (per campaign requirement)
- Liaison with 3rd party vendors (influencer, content aggregators, production houses)

Large Campaigns (2 weeks +)

- Engagement Idea (1-2)
- Social Posts – 10 original creatives per campaign
- Contest idea & execution (per campaign requirement)
- Liaison with 3rd party vendors (influencer, content aggregators, production houses)

Owned Platform Response Management for Campaigns (FB/TW/IN/YT)

- Monitoring: Responses on weekdays and weekends as well (5 checkpoints during regular weekends, 5 checkpoints in the case of any activities being conducted during the weekend)
- Moderation: Deleting/Marking spam: Pre-agreed forms of unacceptable content, raising red flags with brand team in case of doubt
- Responding: Fan Engagement with conversation starters for user comments

BUSINESS REVIEW

Report Type	Objective	Frequency	22Feet Owner	Client Owner
Annual Business Plan	To align digital strategy and brand objectives	Annual	Agency Lead	Business Lead
Quarterly Goal Plan	To brainstorm on key tactics for the upcoming quarter	Quarterly	Agency Lead	Business Lead

Provider



Client



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Monthly Check Posts	To verify progress against annual goals	Monthly	Account Manager	Digital Lead
Bi-Monthly Job Status Review	To verify progress against quarterly goals	Weekly	Account Exec.	Digital Team

OUT OF SCOPE

- Production: not limited to but including:
 - Still & video shoots
 - Equipment
 - Art Direction + Project Management
 - Retouching
 - Animation, VFX Renders + Editing
 - Video resizing, adaptation and stitching/editing
- Asset Building: not limited to, but including
 - Emailer
 - Website + Microsite development
 - PWA
 - Mobile App development and training manuals
 - Chatbot
 - Instore offline assets including tent cards, posters etc.
- Analytics Tool
 - Tool Purchase and management
- Listening
 - Brand/Production mentions across select forums and blogs
 - Competition listening & monitoring
- Website
 - Content creation (excluding banners for campaigns)
 - Content updation and management of site
 - Development of site
 - Hosting
 - SEO
 - Microsite build (Dev &Tech)
 - Tech in store

Provider



Client



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Rate Card:

Description	Cost
MEDIA ASSETS	
Banners (per banner cost)	
Static Master	15,000
Video Banner	30,000
Gif Master	20,000
Adaptation	5,000
HTML Creatives	
300x250 Master	15,000
Banner Adaptions (per banner)	7,500
Innovations (Per concept	
Google Lightbox	35,000
Youtube Masthead	45,000
Expando	40,000
MISC ASSETS	
Jpeg Emailer	10,000
Responsive Emailer	15,000
ASSET CREATION (as per scope)	
Website- Flash	5,50,000
Website – HTML	6,50,000
Microsites	3,50,000
Flash Presentations	75,000
Landing Pages	1,50,000
PRODUCTION RESOURCE RATE CARD	
Photography	
Campaign/Project Still Photographer	60,000
Everyday Content Photographer	30,000
Videography	
Senior Videographer	70,000
Junior Videographer	40,000
DOP	50,000
Editing	
Digital Format Editing	25,000
Long Form Video Editing (More than 1 Min)	50,000

Provider



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“Out of Scope Services- Others”

S. No	Activity Type
1	Microsite Development
2	Application Development
3	Production Charges e.g. Photo- shoot, video, etc.
4	Brand Blog or Online Branded content property
5	Website Hosting & Development
6	Purchase of applications, images, music, servers and domain names as mutually agreed and required for digital activities of the brand

Provider



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ANNEXURE 2

FEES AND TERMS OF PAYMENT

1. A total amount of **Rs.3,50,000/- per month** is payable by the Client to Provider for the services rendered under this agreement, the split up for which is as follows –
 - a. Heineken - 2,00,000/- per month
 - b. Amstel & Other Import brands – 1,50,000/- per month

Provider shall raise an invoice on the 5th day of every month of service in advance, for payment to be made by the Client.

2. The Client shall within thirty (30) days of the receipt of the invoice pay the invoiced amount. Client shall communicate any dispute within 7 days of receipt of invoice and both parties shall amicably attempt to settle the dispute within 15 days. Such invoice shall become payable immediately up on resolution of dispute.
3. If Provider has to buy advertisement on Social Media, Search Engine, ad networks and websites for the Client all such costs (including any non-cenvatable tax) of the advertisements shall have to be pre-approved and borne by the Client and Provider shall charge agency commission of ten (10%) on cost on all such advertisements. If the spends exceed Rs.1Crore during the year, then agency commission shall be charged at eight (8%) percent.
4. An agency commission of 15% shall be charged by Provider on all outsourced production / development.
5. In the event of changes to the Scope of Work other than provided under Annexure 1 attached to this Agreement the parties shall mutually agree in writing on such changes and the consequent costs thereon.
6. In all cases, Provider shall charge taxes extra as applicable at the time of invoicing.
7. Client shall ensure timely payments of amounts mentioned herein and any non-payment of the amounts payable by the Client shall constitute breach under this agreement.
8. All reimbursements shall be claimed by the Provider, excluding GST already paid by the Provider to third parties. i.e. GST shall be levied only on the total bill, for illustration, GST shall be levied on the bill of say 100 and not 118 considering 18% GST chargeable for service rendered.

Provider



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Annexure 3

Client's Guidance Note to Business Associates

UBL'S COMMITMENT

UBL shall not tolerate the offer or acceptance of a bribe or corruption in any form, anywhere it operates. UBL'S stand against corruption is part of UBL'S integrity as a business. UBL is intent on its commitment to being one of the world's most trusted and respected companies. UBL'S business associates are key in helping UBL achieve this ambition. As such, UBL has created its own Code of Business Conduct which sets out the standards expected of all employees and third parties acting on behalf of the company.

SCOPE OF THIS POLICY

This Guidance Note to Business Associates ("Guidance") applies to any third party contractors, agents, consultants or any stakeholder representing or acting for or on behalf of UBL. This Guidance will apply only when such third party is acting on behalf of UBL.

UBL's Business Associates are required to be aware of UBL'S compliance and ethical standards and understand why they are important to UBL. These should be reflected in dealings with UBL and need to be reflected where the business associates represent (or are perceived to represent) UBL. These should be communicated to all employees of the business associate who will represent UBL.

CONTEXT

There is no place in business for offering or receiving any form of improper payment or bribe. Even if a bribe is offered but not accepted, or promised and never delivered, it creates an environment in which bribery and corruption seem acceptable.

What is a bribe? A bribe is anything of value that is intended to create a feeling of obligation in the recipient – money, shares, gifts, entertainment, services or offers of employment. The key point is whether you offer, promise or give something (for and on behalf of UBL) with the intent of influencing behaviour or actions of another.

PRINCIPLES

Meals, entertainment, sponsorship and gifts

No gifts and entertainment should be provided for or on behalf of or in connection with UBL'S business to any third party (Government or Non-Government). UBL'S Business Associates should not put UBL in a position as a recipient or giver of gift or entertainment. The only exception to the rule above is in the case of a 'working meal'. Working meal is any refreshment and/or meal provided on-site (at the

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premises of the Business Associate) or at an off-site location provided such off-site working meal is of moderate/reasonable value.

Dealings with government officials

UBL expects that its Business Associates will always show great care when they deal with government, army or other public officials for and on behalf of UBL as their actions could be misinterpreted and expose UBL or the business associate to the risk of breaching strict laws. Persons representing UBL must never offer, promise or give anything of value to anyone in this group, directly or indirectly, with the intention of influencing them in their work or in an attempt to obtain or retain business or a business advantage. This includes 'facilitating' payments. These are small payments or gifts given to a Government Official in order to get the official to do something within their official duties. It must be ensured that the information supplied on UBL's behalf to regulatory agencies and government bodies is accurate, complete and provides a true and fair picture.yyytt6

Dealings with non-government people or businesses

Most of UBL's business relationships are with private individuals and businesses and the business associates must be equally careful with such parties so that UBL's actions represent complete integrity. Business Associates must never offer or accept something of value for and on behalf of UBL, where there is an intention of improperly influencing a business decision.

Sponsorship, Charitable and Political Contributions

No Business Associate must make any charitable, political or other contribution on behalf of UBL under any circumstances or provide any sponsorship.

CONFLICTS OF INTEREST AND BRIBERY

Conflicts of interest arise when a personal interest interferes or even appears to interfere, with the best interests of UBL. A conflict of interest can develop into a bribery problem when a third party requests, agrees to receive or receives something of value that interferes with the third party's judgment in performing his or her functions on behalf of UBL. UBL expects that its Business Associates will take great care to keep their personal, political and charitable activities entirely separate from work. Even the appearance of a conflict can be damaging and Business Associates must avoid situations where a conflict of interest may occur.

WHO DOES UBL CONSIDER A GOVERNMENT OFFICIAL?

Officers and employees of all branches of government including military personnel and police; Officials and employees of government-owned or controlled businesses or enterprises, including charities; Political Party Officials and employees; Candidates for political Office; Officials, employees and individuals working for or

Provider



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on behalf of public international organizations, e.g. United Nations; Any family member of the above.

RECORD KEEPING

UBL'S Business Associates are required to maintain the following:

Record of any payments received from or made to UBL with adequate supporting documentation;

Record of any payments made by or on behalf of UBL with adequate supporting documentation; and

All documentation in relation to provision of services to or on behalf of UBL.

Business Associates shall cooperate with UBL for any audit of such records and books as required by UBL in the event that UBL suspects improper activities in any transaction carried out for and on behalf of UBL or if there is any action on UBL which requires UBL to provide information of UBL'S dealings with Business Associates.

UBL'S EXPECTATIONS

UBL expects that:

Business Associates and their employees, agents and sub-contractors, must read and act in accordance with the principles provided in this Guidance.

Have a clear public commitment to work against corruption in all its forms, including bribery, and meet all relevant legislation.

Understand that non-compliance to those standards will constitute a breach of the Business Associates' contract with UBL.

Support UBL'S management of operational, reputational and compliance risks by being compliant with UBL'S standards.

Raise and discuss any issue of concern with UBL.

CONTACTS & FURTHER INFORMATION

The UBL Compliance & Ethics Team is available to provide you with help and assistance on any issue relating to this Guidance. For further information and support please email ublcorporate@ubmail.com.

Provider



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