



## Global Supplier Policy

# Anti-bribery and Corruption, Sanctions, Fraud and Anti- Facilitation of Tax Evasion Policy



### WHY

We mandate that parties who we contract with must comply with anti-bribery laws, sanctions, fraud, and criminal tax regulations.



### WHEN

At all times when you work with us.



**WHAT** to know about **HOW** to comply

#### 1. Warranty

- You represent and warrant, to the best of your knowledge, that neither you nor any person acting on your behalf, is controlled directly or indirectly by a Public Official.
- You must promptly notify us if circumstances during the term of the Agreement render the preceding representation and warranty inaccurate.
- You further represent and warrant that you comply with Financial Crime Prevention Laws and haven't, and won't, violate these laws.
- You mustn't engage in any form of bribery or corruption or make any facilitation payments and won't extort, solicit, receive, offer, promise or give any undue financial or other advantage whether directly or indirectly in connection with the Agreement or any other dealings with us.

#### 2. Bribery and corruption

- You or any person acting on your behalf may not:
  - authorize the giving, offer or promise (whether directly or indirectly) of anything of value to any Public Official or any other person for the purpose of influencing or inducing the recipient to:
    - i) act or refrain from acting in relation to the performance of their official duties;
    - ii) secure any improper advantage; or
    - iii) obtain, retain or direct business for or to any person or entity; this includes where there is knowledge or firm belief that all or a portion of the payment or gift will be offered, given, or promised, directly or indirectly, to any Public Official or person.
  - offer, promise or give a bribe or seek to extort a bribe either directly or indirectly from us or any officer, agent, director, employee, contractor or advisor of us

or any of our Affiliates.

- in the performance of your obligations under the Agreement, transfer anything of value to a Public Official that has discretion over the business at issue or is otherwise closely connected to it, without our prior written consent. This includes monetary payments, business entertainment, meals, lodging or travel expenses, and gifts.
- Cash payments to Public Officials are strictly prohibited.
- You must inform us immediately if you or any Subcontractors or any staff are solicited in any way for a bribe of any kind in connection with the Agreement.

#### 3. Disqualification

If:

- we determine that you are in breach of this Policy or any applicable Financial Crime Prevention Laws; or
- you, or a person who is or was a member of your board of directors or executive committee, is charged with or convicted of a crime relating to fraud, corruption, money laundering or tax evasion, then we may disqualify you as a supplier to us. This means we may automatically reject any proposal, bid or offer from you in the future and may terminate any existing contract with you without notice for material breach.

#### 4. Sanctions

- You mustn't directly or indirectly deal with (i) a Restricted Party; or (ii) a Sanctioned Country in connection with your dealings with us.
- You represent and warrant that neither you nor your Affiliates, or their respective directors, officers, agents, employees, are Restricted Parties.

#### 5. Anti-facilitation of tax evasion

- You warrant that you have not been convicted of, nor entered into a settlement with an enforcement agency or are currently under investigation for an offence involving tax evasion or the facilitation of tax evasion on behalf of a third party. We may withhold payment or terminate the Agreement if we have reasonable grounds to believe that you or any of your Affiliates or Staff have facilitated the evasion of tax on behalf of any client introduced to UBS.

#### 6. Staff and Subcontractors

- You must ensure that your Staff and your Subcontractors (if applicable) comply with this Policy.