

The following clauses will be part of the Terms and Conditions

Non-assignment clause

The Consultant shall not assign any of its rights under this Agreement, including, but not limited to, its claim for payment of the remuneration and/or commission agreed to any third party unless it has obtained the prior written approval of ECR.

Compliance clause

The Consultant declares that neither the Consultant nor its managers, directors and/or employees are in a permanent business relationship or other closer kind of relationship, in particular a personal relationship to a government employee or government official or an employee or a civil servant in a leading position in an authority in that country in which the Consultant is operating in accordance with this Agreement. The Consultant shall further note and procure that in connection with this Agreement neither the Consultant itself nor its managers, directors, employees, agents and/or intermediaries shall offer, give or agree to give (whether for itself or on behalf of another person and either directly or indirectly) to any government employee or government official or employee or civil servant in a leading position in an authority any gift or payment, consideration or benefit of any kind, which constitutes an illegal practice under anti-trust and anti-corruption law applicable (Compliance Obligation). The Consultant shall disclose immediately in writing to ECR the details of any breach of this compliance obligation, such Compliance Obligation being an ongoing obligation of the Consultant.

Audit clause

If the subject of this Agreement should at any time be subject to any official investigation or pre-investigation (including, but not limited to, tax, criminal or administrative investigations), the Consultant shall immediately upon request by ECR provide to a person occupationally sworn to secret (legal / tax advisor, auditor) to be designated by ECR all relevant information and shall in particular grant access to all documents and records which ECR may require in relation to such investigation.

The person to be designated by ECR shall be entitled to disclose any and all documents and information to ECR which in the sole discretion of ECR might be relevant in the official investigation or pre-investigation.

Tax clause

If the subject of this Agreement should at any time be subject to any official investigation or pre-investigation (including, but not limited to, tax, criminal or administrative investigations), the Consultant shall immediately upon request by ECR provide a written declaration stating whether, to which extent, when, to which tax authority and under which file number the Consultant has accounted for the remuneration / commission received under this Agreement.

Upon request by ECR the Consultant shall further provide a written declaration by the competent tax authority confirming that the remuneration / commission received have been properly accounted for in the Consultant's tax declaration.