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## **REGULAR TERMS AND CONDITIONS OF PROVISION OF SERVICES EMERSON CHILE**

**Notice:** Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

### 1.1

#### **Definitions**

"Buyer" means the entity to which Seller is providing Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement.

"Contract Price" means the agreed price stated in the Contract for the sale of Services, including adjustments (if any) in accordance with the Contract.

"Hazardous Materials" means any hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Seller" means the entity providing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"SHE" means the current legislation in terms of Safety, Health and Environment.

"Site" means the premises designated by the Buyer where the Services are performed, not including Seller's premises.

“Terms and Conditions” means these “Regular Terms and Conditions for sale of Services” together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing. In the case of Contracts that include Products the “Regular Terms and Conditions for the sale of Products” shall be considered in addition to this document.

## **1.2 Payment**

- 1.2.1 Buyer shall pay Seller for the Services within thirty (30) days from the invoice date either in U.S. dollars or its equivalent in the local currency under regulation 1.20 of this Contract. In case that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance.
- 1.2.2 If at any time Seller reasonably determines that Buyer’s financial condition or due to its payment history the operation will become risky, Seller shall be entitled to: i) require full payment or ii) partial payment in advance, iii) restructure payments, iv) suspend benefits or v) terminate the agreement. In the last two cases, no compensation will correspond under any circumstances.

## **1.3 Taxes and Duties**

- 1.3.1 Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract. The Contract Price does not include the amount of any Taxes. If Buyer deducts or withholds Taxes, Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.
- 1.3.2 Taxes on the income of foreign-assigned personnel (due or payable to authorities outside of their tax residence) shall be billed to the Buyer as an expense unless specifically included in the Contract Price.

## **1.4 Compliance Service Warranty**

- 1.4.1 Seller warrants that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.
- 1.4.2 Buyer may inspect the execution of services and see if it considers that they are not being carried out properly. Buyer shall agree with Seller a reasonable way to address possible deficiencies.

- 1.4.3 Upon completion of service and its execution reliably accepted by Buyer, it will be considered that the service shall be billed according to the agreed payment schedule. In case there are no comments on the service provided, Buyer agrees to send its compliance within no more than 15 days after receiving the report. If compliance is not received within that period, Emerson reserves the right to present the bill to the Buyer by attaching the report and the respective order.
- 1.4.4 Buyer may eventually, and as an additional cost, ask Seller a guarantee policy to cover possible defects in the execution of services in the term considered convenient.
- 1.4.5 Warranty services will be 30 days from completion of those services.
- 1.4.6 If services do not meet the above warranties, Buyer shall promptly notify Seller in writing before the expiration of the warranty period. In case the reported failures are considered responsibility of Emerson and not by other factors, as the ones mentioned in section 1.4.7, Seller, in its sole discretion, will perform again dissenting services. Services shall have an additional warranty, which will extend until expiration date of the first one or for a period of (7) calendar days; of both alternatives, applicable warranty will be the one that grants a longer term. Buyer shall bear the costs of corrective work for security services (including removal and replacement of systems, structures or other parts of Buyer's facilities), removal, decontamination, resettlement and transportation of defective products to Seller and back to Buyer. In any case, and after all the reasonable efforts to rectify disagreement have been exhausted, and regardless of the cause that originated the claim for warranty fulfillment, Emerson may redeem up to 10% of the price agreed in the order of Buyer.
- 1.4.7 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 1.4.8 The warranties provided in this Article 4 are exclusive and are the only valid ones in lieu of all other warranties.

## **1.5 Confidentiality**

Any information, drawings, designs, suggestions or ideas transmitted by Buyer to Seller are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized representative of Seller. This Article does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## **1.6 Prohibition of Nuclear Use**

Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

## **1.7 Indemnity**

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. At all events recognized indemnification will be the one that corresponds to injuries and direct and immediate damages.

## **1.8 Insurance**

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Statutory insurance required by law in respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Civil Liability insurance with a single combined limit of \$5,000,000.00 (depending on the insured amount, it may have an additional cost). If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

## **1.9 Excusable Events**

1.9.1 An excusable, justifiable or force majeure event is any event that meets the following requirements: (i) hinders, delays or prevents Seller to comply with any of its obligations, where such event is not attributable to Seller; (ii) is beyond control and is not the result of fault or negligence of Seller, and (iii) in the exercise of any reasonable diligence that Seller fails to stop or prevent.

1.9.2 Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented by any cause beyond its reasonable control, including, but not limited to: unusual climatic events, armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental

authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the Buyer will be duly notified within reasonable time limits and the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

- 1.9.3 Once the justifiable event has ceased, Buyer shall be notified about this situation and all reasonable information about the impact and response plan for the force majeure assumption shall be provided. After the plan is accepted, schedule and price adjustments (if applicable), Seller shall resume the fulfillment of its obligations under compliance of the Contract.
- 1.9.4 The parties may contractually agree the time period they consider reasonable to terminate the Contract if the excusable event extends beyond it.
- 1.9.5 Climatic events: Unusual climatic events means those events not foreseen by the National Weather Service for areas in where on-site services will be held (including those areas that need to be crossed in order to reach the designated site). These include, but are not limited to, excessive rainfall, extreme temperatures, intense winds, thunderstorms, etc. If the climatic event is announced by the National Weather Service before mobilizing to the site and Buyer agrees to the suspension or postponement of service for this cause, there shall not be any additional charge to the Buyer nor any penalty towards the Seller. If the climatic event occurs after the mobilization to the site, whether or not it has been announced by the National Weather Service, and the SHE applicable regulations consider risky to perform work under these conditions, it shall be assumed as a lost day and billed as stand-by or waiting time plus the expenses that must be incurred to exceed the duration of the event.

## **1.10 Termination and Suspension**

- 1.10.1 Termination: Buyer may terminate the Contract (or the portion affected) if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within thirty (30) days after receipt of the notice, to commence and diligently pursue cure of the breach.
- 1.10.2 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions. Without prejudice to any compensation that could correspond.
- 1.10.3 Either Buyer or Seller may terminate the Contract (or the portion affected) if there is an excusable event (as described in Article 1.9) lasting longer than

one hundred and twenty (120) days, unless in the Contract the parties had arranged a different time. In such case, Buyer shall pay to Seller amounts payable excluding the cancellation charge for uncompleted Products.

- 1.10.4 Suspension: Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

## **1.11 Compliance with Laws, Codes and Standards**

- 1.11.1 Seller shall comply with laws applicable to the manufacture of Services, and to its application, operation, use and disposal.
- 1.11.2 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site. These Buyer's obligations will not have place in those cases where Seller shall obtain any license or registration necessary for Seller to generally conduct business. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

## **1.12 Environmental, Health and Safety Matters**

- 1.12.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 1.12.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety and environmental security requirements and procedures and instructing Seller's personnel regarding Buyer's safety practices. Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.
- 1.12.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable

event, so the Buyer cannot claim the Seller any compensation for their actions. Buyer shall reasonably assist in any such evacuation.

- 1.12.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.
- 1.12.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.
- 1.12.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.
- 1.12.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- 1.12.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 1.12.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

## **1.13 Changes**

Each party may at any time propose changes in the schedule or scope of Services. Seller is not obligated to proceed with any change until both parties

agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed. Some changes requested by Buyer may require analytical or investigative work to evaluate the change, and this evaluation work may be charged to Buyer at prevailing rates. The parties may mutually agree on the length of time within which a decision shall be made regarding the change.

## **1.14 Limitations of Liability**

- 1.14.1 The total liability of Seller for all claims of any kind arising from the Contract shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.
- 1.14.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.
- 1.14.3 All Seller liability shall end upon expiration of the applicable warranty period.
- 1.14.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.
- 1.14.5 If Buyer is supplying Services to a third party, or using Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 1.14, or (ii) require that the third party agree to be bound by all the limitations included in this Article.
- 1.14.6 For purposes of this Article 1.14, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 1.14 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

## **1.15 Governing Law and Dispute Resolution**

The Terms and Conditions have been prepared and executed under Chilean law and shall be interpreted and enforced under the same law. Any dispute that resulted from these Terms and Conditions that is not solved within three (3) months from notification of the dispute shall be settled by arbitration. Arbitration will be performed before the Arbitration Center of Santiago A.G. Chamber of Commerce, in accordance with the Rules of that court ("Rules"). The language shall be Spanish. The costs of such arbitration shall be supported by the party or parties in the proportions and amounts set by the



arbitrator(s). The arbitration award shall be final and binding on both parties, who irrevocably consent to the jurisdiction of any competent court for the implementation of the arbitration award. These are the only valid terms and conditions between the parties.

## **1.16 Direct Hire**

In the event Buyer or its subsidiaries hires Seller's personnel directly or indirectly through a third party, within one year from such personnel's completion or other termination of a Buyer authorized assignment, Buyer shall pay a fee to Seller equal to twenty (20%) percent for each such personnel's annualized bill rate. This fee is due and payable within thirty (30) days from the date such personnel commence employment with Buyer or its subsidiaries, or the third party.

## **1.17 US Government Contracts**

- 1.17.1 This Article **Error! Reference source not found.** applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.
- 1.17.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article **Error! Reference source not found.** shall be the one in effect on the effective date of this Contract.
- 1.17.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) will be replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.
- 1.17.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is

applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

## **1.18 Rates**

Unless expressly indicated, all quoted prices are in US dollars or in Unidades de Fomento (U.F.). In all cases the prices quoted by the Seller shall be expressed net from VAT and any other tax that may be created in the future. Regarding duration, prices will remain valid for a period of thirty days from the respective sale offer, unless otherwise indicated. The values in the bills are expressed in pesos or in US dollars and shall be paid in that currency or its equivalent in pesos at the dollar exchange rate published in the official newspaper the day of invoicing.

## **1.19 Place and Time of Delivery**

Services and its deliverables shall be executed according to the schedule, work plan or delivery date attached to the offer or agreed with Buyer. Buyer agrees to indicate the exact site where the services are going to be executed and shall indicate the conditions of such site, in terms of accessibility and performance.

Documents supplied: Delivery times are approximate, and are related to the reception in due time and form of the information required to process the Purchase Order submitted by the Buyer. If additional information and/or missing documentation is required, it shall be delivered by the Buyer within thirty (30) days of request. In these cases, the delivery time shall start from the effective reception of the required documentation of the Buyer.

## **1.20 Overdue Delivery**

Buyer acknowledges that delivery time includes activities to be undertaken jointly (for example, but not limited to, coordination of plant visits, meetings, etc.) and other activities under their sole responsibility (documentation approval, release of permits to access surveys, etc.) In case of delays for reasons beyond the control and management of Emerson, including those activities which are not of its exclusive responsibility and that are delayed beyond the times set in the schedule, the extension of the deadline shall be agreed without penalties.

Seller shall not be responsible for delays in the provision of services due to delays in approvals and authorizations from government agencies, unforeseen circumstances or force majeure, defined as, respectively, the events that have not been foreseen, or planned, have not been avoided and external events, independent from the express will of Seller, unpredictable and insurmountable that make impossible the execution of duties assumed in the respective purchase order, including but not limited to restrictions imposed by the competent authorities in relation to the products entering the country, strikes, riots, floods, government approvals, laws, regulations, or any other causal that is not within Seller's control, including without limitation, delays by third parties. If an excusable event occurs, Buyer shall be duly notified within reasonable deadlines and the Emerson compliance calendar

will be settled in order to expand the amount of time lost on account of the event, plus the additional time needed to overcome the effect of the event. If the acts or omissions of Buyer or its contractors or suppliers cause delay, Emerson shall be entitled to make an equitable price adjustment.

## **1.21 General Clauses**

- 1.21.1 Seller may assign or innovate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, as long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.
- 1.21.2 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights. If Buyer fails to do so or Seller objects to the change, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance (including but not limited to payment), (iii) put in place special controls regarding Seller's Confidential Information.
- 1.21.3 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.
- 1.21.4 The following Articles of these Terms and Conditions shall survive termination or cancellation of the Contract: 1.2, **Error! Reference source not found.**, **Error! Reference source not found.**, 1.5, **Error! Reference source not found.**, 1.7, 1.9, 1.10, 1.11, **Error! Reference source not found.**, 1.14, **Error! Reference source not found.** y **Error! Reference source not found.**
- 1.21.5 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.
- 1.21.6 Except as provided in Article **Error! Reference source not found.** (Limitations of Liability) and in Section **Error! Reference source not found.** (Prohibition of Nuclear Use), this Contract is only for the benefit of the parties,

and no third party shall have the right to enforce any provision of this Contract.

- 1.21.7 The parties declare to acknowledge the importance of making business under an ethical business behavior and agree in the decision of not using any illegal practice including those that may be considered as illegal. Additionally, they agree in not committing with any activity that exposes the company to a penalty risk under local law or the United States law.