1. GENERAL

APPENDIX A

BOOKING HOLDINGS COMPLIANCE REQUIREMENTS

b. listed on any applicable list of sanctioned parties/persons

* 1. The Supplier shall comply with the standards and principles in the BHI Supplier Code of Conduct, located here: https[://www.bo](http://www.bookingholdings.com/supplier-code-of-conduct)oki[ngholdings.com/supplier-code-of-conduct,](http://www.bookingholdings.com/supplier-code-of-conduct) which may include responding to a due diligence questionnaire, participating in training at BHI's reasonable request or otherwise expressly confirming adherence to the Supplier Code of Conduct.
  2. The Supplier shall immediately notify BHI in the event of an actual or suspected breach (whether by the Supplier or by any of its Personnel) of these Compliance Requirements.

# ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE

* 1. The Supplier agrees that its performance under this agreement will be in full compliance with all applicable anti-corruption laws and regulations including, without limitation, the U.S. Foreign Corrupt Practices Act 1977 (“FCPA”), the UK Bribery Act 2010, and the laws of any other territory with jurisdiction over the parties. Accordingly, Supplier agrees that:
     1. in performance of activities in connection with this agreement, neither Supplier, nor any agent, affiliate, family member or relative, or other person acting on its behalf, will offer, promise, give, accept, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any improper payment, bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to or from any government official, political party, or candidate for public office to gain any unfair advantage, or influence any act or decision of a government official for or on behalf of the company;
     2. it may not subcontract or assign or transfer any of its rights, benefits, liabilities, or obligations under this Agreement, whether in whole or in part, to any third party without the prior written consent of BHI, which shall be entitled, in its sole discretion, to review the qualifications of any subcontractors of the Supplier and to reject any proposed subcontractor that BHI reasonably considers is not qualified to perform obligations. Supplier shall remain fully responsible for ensuring compliance with this Agreement notwithstanding any permitted subcontracting and shall remain fully liable for the acts and omissions of any of its permitted subcontractors or any employees of such subcontractors;
     3. subject to Applicable Law, Supplier shall maintain a complete audit trail and maintain records and supporting documentation of all financial and non-financial transactions relating to this Agreement for a period of the Term plus no less than five (5) years after termination or expiry of this Agreement.

# TAX OBLIGATIONS AND COMPLIANCE WITH LAWS PROHIBITING TAX EVASION OR TAX FRAUD

* 1. In connection with their performance of and remuneration under the Agreement, each party (including their respective employees, directors, officers, agents and other representatives) shall pay in full all taxes that are lawfully due from it in any jurisdiction(s) in which it operates, and shall not:
     1. commit (or facilitate, aid, abet, counsel or procure the commission of) any offence of cheating the public revenue or being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of any tax, or
     2. otherwise breach or take any action that may place the other party in breach of applicable laws prohibiting criminal tax fraud, tax evasion and the facilitation thereof.

# COMPLIANCE WITH TRADE AND ECONOMIC SANCTIONS

* 1. Each party represents and warrants that, for the term of the Agreement, it is not and is not in any way connected to, part of, involved in or related to or under the control, management or ownership of a person who is:
     1. a terrorist(s) or a terrorist organisation(s);

(including without limitation the lists of restricted parties issued by the UN, US, EU, NL and UK),

1. owned by, controlled by, or acting at the direction of, any person or persons listed on such a list, or
2. ordinarily resident in or organised under the laws of any jurisdiction subject to comprehensive or other territory-wide sanctions imposed by the UN, US, EU or UK.
   1. Neither party will export, reexport, ship, sell, supply, deliver, or otherwise transfer any product, equipment, technology, or software, to, from, or through - either directly or indirectly - any country or person in violation of applicable law.
   2. Each party will provide, prior to delivery of any physical goods, software, and/or technology (collectively, “Items”) that would be classified under applicable law, a schedule identifying in writing the legal regime to which the Items are subject and the appropriate classifications with respect to each Item, in sufficient detail to enable the other party to ascertain any applicable laws that apply to each Item.
   3. Neither party shall take any action that would breach, or place the other party in breach of, applicable sanctions (including without limitation those imposed by the UN, U.S., EU, NL and/or UK and any other territory with jurisdiction over the parties).

# MODERN SLAVERY, HUMAN TRAFFICKING AND HUMAN RIGHTS

* 1. Each party represents and warrants that, for the term of the Agreement, it complies with all applicable laws concerning employment rights, human rights, non-discrimination and modern slavery, including but not limited to the UK Modern Slavery Act 2015 and the U.S. Uyghur Forced Labor Prevention Act of 2021, and in particular does not hold any person in slavery or servitude, or arrange or facilitate the travel or stay of another person with a view to that person being exploited.

# COMPLIANCE WITH ANTI-MONEY LAUNDERING AND TERRORISM FINANCING LAWS

* 1. The Supplier represents and warrants that, for the term of the Agreement, (i) no funds (or portion thereof) that it may remit to BHI shall constitute the proceeds of crime, (ii) it shall not (whether knowingly or with cause to suspect) acquire, use, possess, retain, control or otherwise deal in funds or other property constituting the proceeds of crime, and (iii) it shall not otherwise engage in any activity or become concerned in an arrangement that may constitute an offence under applicable laws prohibiting dealing in the proceeds of crime and/or the financing of terrorism.
  2. The Supplier represents and warrants that, in respect of the bank account to be used in connection with the Agreement ("**Bank Account**"): (i) the Supplier is the sole holder and beneficiary of the Bank Account; (ii) all payments and transfers between BHI and the Bank Account (and vice versa) are at arm's length and do not violate any applicable laws (including in particular laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions and other financial crimes); and (iii) the Supplier does not use the Bank Account (or any funds transferred to or from BHI) for breaches of laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions or other financial crimes.

# INTERNAL COMPLIANCE MEASURES

* 1. Each party shall, for the term of the Agreement, implement reasonable internal measures (including, but not limited to policies, procedures, compliance audits and training) intended to ensure that it (and its employees, directors, officers, agents and other representatives) does not breach these Compliance Requirements.

# COMPLIANCE WITH APPLICABLE COMPETITION LAWS

* 1. Each party represents and warrants that, for the term of the Agreement, it complies with all applicable competition laws, including but not limited to rules governing information exchange and use of data (including confidential data).