

Anticorruption

A. Introduction

(1) One of our key concerns at ERGO Insurance NV and/or DKV Belgium NV which is the customer of the contractor (hereinafter collectively referred to as "ERGO"), is to act with integrity in all of our business transactions, to avoid any form of corruption or other violation of competition law in the broadest sense, and to work with trustworthy contractors only.

(2) ERGO shall therefore only conclude contracts in compliance with the following fundamental principles. These principles form a binding part of the contract with ERGO.

(3) A contractor is any natural person or legal entity providing services for ERGO in any form whatsoever. Contractors include, but are not limited to, consultants, suppliers, lessors and temporary staff from recruiting agencies.

B. Fundamental principles

(1) Every contractor must disclose to ERGO upon ERGO's prior request as to which natural persons and/or legal entities own a controlling interest in the contractor, either directly or indirectly. The contractor must immediately report any changes. The contractor must disclose to the extent known if these persons or entities are in any way involved with ERGO employees who are involved in the buying process applicable to the specific case.

Either ERGO or the contractor shall upon prior request of the other party disclose to the extent known any existing or planned connection between organs and employees of one party and organs and employees of the other party that may influence the buying process applicable to the specific case.

(2) The contractor guarantees that no bids submitted to ERGO shall be based on agreements that impair competition, and that the contractor has not taken advantage of any other illicit restraints of competition with regard to bids submitted. This also applies to agreements with third parties in restraint of competition (especially for the submission or non-submission of bids), as well as price quotations or recommendations.

The contractor shall - upon submission of a bid or during the contract period - immediately inform ERGO of any pending or impending proceedings under anti-trust law, due to other violations of competition law or pecuniary offences, or current or impending disqualifications from the competition.

(3) ERGO and the contractor shall mutually assure one another of the following in connection with the contract with ERGO, its negotiations and performance and any other obligations arising from the contract:

- No benefits to any third party in any form whatsoever have been or will be offered, promised or guaranteed
- No benefits in any form whatsoever have been or will be offered, promised or guaranteed to domestic or foreign public officials or civil servants, persons particularly connected to public authorities, politicians, representatives of other public institutions in such a way that would cast doubt on their independence or integrity (even in cases where a legitimate official activity has been initiated: "Facilitation Payment")
- No benefits in any form whatsoever have been or will be demanded, promised or accepted by oneself or for a third party
- No other criminal acts have been or will be committed

that may be regarded as illicit activity, or active or passive bribery.

ERGO and the contractor shall mutually exercise a policy of zero tolerance on such activities.

(4) The contractor guarantees that it has implemented adequate measures preventing and combating corruption.

(5) The contractor must communicate the content of any of these obligations to every employee involved in the sphere of influence of the contractor. The contractor must actively ensure compliance by these employees in the contractor's role as an employer. The same shall apply to subcontractor, subagency or other service relationships whether intended or already initiated.

Violation of any of these contractual obligations by the contractor shall entitle ERGO to, among others – but not limited to - exclude the contractor involved from ongoing tendering procedures, terminate an existing contract for cause with immediate effect, and exclude the contractor from any subsequent tenders for at least three years.

When the Parties have knowledge of an incident or infringement with regard to this statement, or an attempt to this effect, they are to inform the other party of this immediately. The contractor can contact the Compliance service of ERGO via compliance@dkv.be and/or compliance@ergo.be for this purpose.

C. Miscellaneous

The parties agree with regard to all legal relations arising from this contractual relationship that the law of Kingdom of Belgium shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(Company name of information receiver)

(Place, Date)

Signature(s)

DKV/ERGO Belgium
Gert Vandeput
Head of Procurement

Brussels

Signature

