

**ANTI-CORRUPTION COMPLIANCE PROGRAM
CONTRACT PROVISIONS**

Anti-Corruption Definitions

"Affiliate" means, in relation to either Party, a company that is controlled by that Party.

"Anti-Corruption Laws" mean any applicable foreign or domestic anti-bribery and anti-corruption laws, along with their implementing rules and regulations, as amended from time to time, including, but not limited to: the General Law of the National Anticorruption System of Mexico (Ley General del Sistema Nacional Anticorrupción "LGSNA"), the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("UKBA"), Law No. 12.846, of 2013 ("Anti-Corruption Law"), and those laws and regulations intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

"Personnel" include the current officers, directors, employees, or any other individual or entity currently acting for or on behalf of the relevant Party to the agreement.

The term **"Government Official"** means:

- (i) Any officer or employee, appointed or elected, of a local, state, regional, federal, or multi-national government or any department, agency, or ministry of a government;
- (ii) Any individual who, although temporarily or without payment, holds a public position, employment or function;
- (iii) Any officer or employee of a Public International Organization such as the United Nations or the World Bank;
- (iv) Any individual acting in an official capacity for or on behalf of a government agency, department, ministry, or Public International Organization;
- (v) A political party, political party official, or any candidate for political office;
- (vi) Any officer or employee of a state-owned or state-controlled entity, as well as entities that perform a government function (such as air or seaport, utility, energy, water, or power); or
- (vii) Any member of a royal family.

Family members of any of the individuals listed above may also qualify as Government Officials if interactions with them are intended or have the effect of conferring anything of value on a Government Official.

Anti-Corruption Compliance

- (1) The Parties agree to perform their obligations contained in this Agreement in an ethical manner and in accordance with the Anti-Corruption Laws.
- (2) Each Party represents and warrants that it has knowledge of the Anti-Corruption Laws and that, neither party will take, directly or indirectly, in connection with this Agreement, any action that would constitute a violation of the Anti-Corruption Laws, or otherwise cause the other Party or its officers, directors, employees and/or Affiliates to be in violation of the Anti-Corruption Laws.
- (3) With respect to any transaction or business effected in connection with this Agreement, neither Party nor their Personnel will pay, give, offer, promise to pay, or authorize the payment of, directly or indirectly, any bribe, gift, monies, financial or other advantage, or anything else of value, in violation of Anti-Corruption Laws and/or the Code of conduct of Braskem Idesa.
- (4) Each party represents and warrants that, except as otherwise disclosed to the other Party, neither it, nor any of its Personnel have been convicted of or pleaded guilty to an offense involving fraud or corruption, nor to its knowledge has any such person been included on any list maintained by the U.S. government, Mexico government, the government of Brazil, the European Union, or any other applicable jurisdiction as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.
- (5) Each Party shall maintain at all times an adequate system of internal controls, procedures, and policies that monitor, prohibit, and protect against any action that would constitute a violation of the Anti-Corruption Laws.
- (6) Except as previously disclosed to the other Party, and to the best of its knowledge, none of the Party's directors, officers, partners, employees, directly involved with this Agreement is presently a Government Official. Each Party shall inform the other promptly in writing if and when they learn that any such person, as described above, assumes such a position.
- (7) Business Partner shall not use or hire, directly or indirectly, any subcontractor or other person, entity, or intermediary to perform the activities set out in the corresponding Agreement without the prior written consent of Braskem Idesa.
- (8) Each Party agrees to make all Personnel conducting activities under this Agreement available for compliance training, as requested by the other Party, or to demonstrate that its Personnel has already been provided with appropriate trainings regarding the matter.
- (9) Each Party agrees that nothing in this Agreement shall prevent full disclosure of information relating to any alleged violation of the Anti-Corruption Laws being made by either Party at any time to any Government or non-Government enforcement agency, authority, or entity with jurisdiction and responsibility for enforcing the Anti-Corruption Laws, provided that confidential information, the right to a defense and the reputation of those involved must be preserved. The

Party that decides to disclose information shall previously communicate the fact to the other Party in writing.

- (10) With respect to any transaction or business effected in connection with this Agreement, each Party will maintain for not less than five (5) years proper and accurate books, records, and accounts that accurately and fairly reflect any and all payments made, expenses incurred, and assets disposed of, and will maintain an internal accounting controls system to ensure the proper authorization, recording, and reporting of all transactions. Neither Party will provide the other any inaccurate documentation and records in connection with any function performed under this Agreement.
- (11) The Parties will grant one another the right to request a compliance audit by means of a duly reasoned written communication, which will be conducted by an "Independent Third Party" engaged by the Party to be audited in case the Party requesting the audit has reasoned suspicion of the occurrence of an event of fraud and/or corruption in connection with the activities, operations, services and works related to this Agreement.
 - a. The scope of this compliance audit will include the review of the effectiveness of the compliance program of the Party to be audited, to the extent that is necessary to assess compliance with the obligations related to the Anti-Corruption Laws, as well as the integrity and reliability of payments performed to third parties in connection with the activities relating to this Agreement.
 - b. For purposes of this clause, "Independent Third Party" means a law firm with outstanding expertise, reputation and experience in audits of this nature, selected by the Party who request the audit, who shall inform its choice to the Party to be audited. The Party to be audited will not be required to provide the Independent Third Party with information prohibited by law or the Anti-Corruption Laws, protected by legal secrecy or information whose access may harm the protection of the attorney-client privilege, or its defense.
 - c. After the audit is concluded, the audited Party shall communicate the respective result to the Party that requested the audit, provided that the audit result and the information that the requesting Party may have access to under this context are confidential and may only be used for purposes of this clause.
 - d. All expenses related to the compliance audit, including, but not limited to fees due to the Independent Third Party and any other expenses incurred as a result of information gathering in the context of the audit, will be borne by the Party that requested the audit, unless, the Party to be audited result to be guilty.
 - e. In case the audit shows evidence of a non-compliance with the obligations related to the Anti-Corruption Laws by the audited Party, the Party that requested the audit may terminate this Agreement by means of a notice, provided that the audited Party is not entitled to compensation.
- (12) From time to time, either Party may require the other to acknowledge and auto-certify its ongoing compliance with these provisions, and the Anti-Corruption Laws, in a separate compliance certification form.
- (13) Each Party agrees to give prompt notice in writing to the other in the event that, at any time during the term of this Agreement, it breaches any representations or warranties contained in this [Compliance Section].
- (14) Each Party represents and warrants that it is organized for legitimate business purposes and not for any unlawful purpose, and has only lawful sources of funding.
- (15) Any failure to comply with the [Compliance] provisions of this Agreement or any violation of the Anti-Corruption Laws by either party or their Personnel shall be considered a breach of this Agreement. Upon written notice to the other of such breach, the non-breaching party may terminate this Agreement, effective immediately. Alternatively, the non-breaching Party may elect to notify the breaching party of its desire to have the breach remediated within a reasonable time (not to exceed 60 days) by giving details of the breach and the time for remediation in the accompanying notice. Should the breaching Party not remediate the breach as requested within the timeframe given in the notice, then the non-breaching Party shall regain its right to terminate the Agreement immediately, and without further notice.
- (16) Each Party shall indemnify and hold the other harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from its breach of the provisions contained in this [Compliance Section] of this Agreement. This provision shall survive any termination of the Agreement.