

Anti-Corruption Commitments - Contractors

The “**Agreement**” and all other capitalised terms not otherwise defined herein have the definitions set out in the Short-Form Supply Agreement between the Owner and the Contractor. By acknowledging that it is bound by the Agreement, of which this Anti-Corruption Commitments – Contractors (“**Commitment**”) forms a part, the Contractor has also acknowledged and agreed to the following requirements and commitments and made the following representations, warranties, and covenants as at the date of the Agreement:

1. Code of Conduct Acknowledgement. Contractor hereby acknowledges that Owner has in place a Code of Conduct and an Anti-Corruption Policy that prescribe conduct in relation to a number of areas including combatting corruption, preservation of the environment, compliance with occupational health and safety standards, sustainable business practices, respectful treatment of the Owner’s consumers, employees, and service providers and the communities established in places where the Parties carry out their activities. The Code of Conduct is available for review at <https://secure.ethicspoint.com/domain/media/en/gui/27543/index.html>. The anti-Corruption Policy is available for review at <http://www.stmaryscement.com/Documents/Anti-corruption%20Policy.pdf>. The Contractor agrees to respect and comply with the Owner’s Code of Conduct and Anti-Corruption Policy, to the extent each applies.
2. Compliance with Anti-Corruption Laws. The Contractor hereby agrees to comply with all applicable national and international bribery, money-laundering, and anti-corruption laws including, without limitation, the Canada Corruption of Foreign Public Officials Act and Canada Criminal Code, UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act 1977, and will not directly or indirectly pay or give, offer or promise to pay or give, or authorize the direct or indirect promise, payment, or giving of anything to any person, entity, or firm, including, but not limited to, those employed by or acting for or on behalf of any governmental customer, government official or employee, political party, employee of any political party, member of a ruling or royal family, or candidate for political office for the purpose of inducing or rewarding any favorable action in any matter related to the subject of the Agreement.
3. Economic Sanctions and Other Obligations.
 - a. The Contractor hereby represents and warrants that it:
 - i. is not subject to, and is not controlled or owned by any individual or entity that is currently subject to, any sanction administered or enforced by any branch, department, counsel or committee of the United States government, the Canadian government, the Organisation for Economic Co-operation and Development (OECD), the United Nations or the European Union, nor any similar sanctions imposed by any other relevant sanctions authority (collectively, “**Sanctions**”);
 - ii. and its Personnel, within the last five years, have not been located in, organized in, transacted business in or resided in a country or territory that is the subject of Sanctions that broadly restrict dealings with that country or territory; and

- iii. and its Personnel, within the last five years, to the knowledge of the Contractor, have not been the subject of any governmental investigation or inquiry regarding compliance with Sanctions or assessed for any fine or penalty in regard to compliance with Sanctions.
 - b. The Contractor covenants that it will not directly or indirectly use the proceeds of the Agreement to contribute or otherwise make available such proceeds to any person, entity, group, or government, for the purpose of financing the activities of any person, entity, group, or government currently subject to any Sanctions.
 - c. The Contractor covenants that it is in compliance with its reporting obligations with respect to reportable payments under the *Extractive Sector Transparency Measures Act* (Canada) and the use of conflict minerals under section 1502 of the *Dodd-Frank Act* (US).
4. **Breach.** Any breach of Sections 1, 2, or 3 of this Commitment constitutes grounds for immediate termination of the Agreement at Owner's sole discretion, without any compensation or prior notice. Contractor shall immediately notify Owner if it is likely to be involved directly or indirectly in administrative or judicial investigations or proceedings relating to these laws.
5. **Report.** Any breach of the provisions in this Commitment can be reported to Owner's Ethics Line at 1-866-340-6689 (English) or 1-855-350-9393 (Français) or on the website <http://www.votorantimcimentos.com/en-US/company/Pages/compliance-and-code-of-conduct.aspx>
6. **Contractor's Code of Conduct.** The Contractor covenants to comply with all relevant laws (national and international) relating to human rights, health, safety and the environment and to adhere to good ethical practices. The Contractor shall, for the Term:
 - a. continually seek to improve itself to the best industry practice;
 - b. taking reasonable, prudent, and appropriate precautions with respect to the health and safety of any individual for whom it could be responsible;
 - c. proactively approach environmental challenges;
 - d. support and respect the protection of internationally and nationally proclaimed human rights within its areas of influence and ensure it is not complicit in human rights abuses;
 - e. prohibit all forms of forced, compulsory and child labour and human trafficking;
 - f. not practice any form of corruption, money laundering, extortion or embezzlement;
 - g. uphold the freedom of association and recognise the right to collective bargaining; and
 - h. support the principles of equal opportunity in respect of the recruitment and selection of employees and eliminate of discrimination in respect of employment.

In the event the Contractor has instituted its own formalised code of conduct, then the stricter of the standards set out in the Contractor's code of conduct and this Section will govern.