



Foreign Corrupt Practices Act (FCPA) Compliance

[DISTRIBUTOR] shall comply with any and all laws, regulations and orders that may be applicable to [DISTRIBUTOR] in the performance of this contract. These laws include, but are not limited to, all applicable U.S. and/or foreign import customs, taxations and export control laws.

[DISTRIBUTOR] agrees that it has the sole responsibility to determine any export and re-export license and import/customs requirements, to obtain any export or re-export license or other official authorisation, and to carry out any customs and tax formalities for the export, re-export and subsequent import of the commodity.

[DISTRIBUTOR] understands that U.S. Government authorisation may be required to export the commodity, or to re-export or re-transfer the commodity to a third-country, another end-user or another end-use. Also, [DISTRIBUTOR] may not sell or ship to customers identified on any of the U.S. Government's list of prohibited governments, entities, organisations, or individuals, including, currently the Bureau of Industry and Security's Denied Persons, Entity and Unverified Lists, which may be found at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>, the lists maintained by Department of The Treasury's Office of Foreign Assets Control, which may be found at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/>, the Debarred Party maintained by the Department of State Directorate of Defense Trade Controls, which may be found at <http://www.pmdotc.state.gov/compliance/debar.html>, and the Nonproliferation Sanctions List, maintained by the Department of State, which may be found at

- a) warrants that it, its directors, officers, employees, agents, subcontractors and/or consultants are familiar with, and will comply in all respects with, the FCPA;
- b) represents and warrants that it, its directors, officers, employees, agents, subcontractors and/or consultants have not and will not authorise or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement to any "foreign official", as defined in the FCPA, including:
 - i) any official, agent, or employee of any government or governmental agency;
 - ii) any political party or officer, employee or agent thereof; or
 - iii) any holder of public office or candidate for political office.
- c) represents and warrants that neither it nor any of its directors, officers, nor employees is an official or employee of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or "affiliate" (as determined in regulations under the U.S. Securities Exchange Act of 1934) of a government instrumentality. [DISTRIBUTOR] understands that for purposes of this clause, a "foreign official" may include an employee or official of a commercial entity or a university or institute of higher learning in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organisations.

Signed: _____
Print: _____
Title: _____
Company name: _____
Date: _____

Race Winning Brands Europe B.V. reserves the right to refuse to conduct business with parties who fail to certify the foregoing.