

Special Anti-Corruption Clause

1. [Counterparty] assures Allianz that during its participation in the process to negotiate and create this Agreement, as well as during and after performance of this Agreement, it will observe the duties set in this Article.
2. [Counterparty] shall not make an offer, payment, promise to pay, or authorize the payment of any money, including kick-backs, or an offer, gift, promise to give, or authorize the giving of anything of value to any government official, or family member, political party, party official or representative of a state-owned enterprise for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining any improper business advantage. [Counterparty] shall not permit or authorize any other action to be taken, including any other action in connection with the conduct of their business and the transactions contemplated under this Agreement, which would cause [Counterparty], Allianz or any Allianz Affiliate to be in violation of any applicable anti-bribery laws, including the United States Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, as amended.
3. [Counterparty] shall disclose to Allianz and/or any Allianz Affiliate all payments it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with the awarding of this Agreement.
4. [Counterparty] is required to provide written monthly reports of all work done on behalf of Allianz or any Allianz Affiliate. This report must include: a) all documentation regarding any and all payments made on behalf of Allianz to a government official or family member, any official of a political party, party official or representative of a state owned enterprise; b) an accounting of all expenses incurred in performing this Agreement with Allianz, or any Allianz Affiliate, including all payments it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with this Agreement or any other agreement in relation thereto.
5. [Counterparty] must not offer, promise or grant to Allianz or any Allianz Affiliate, any of its employees involved in the awarding or performance of this Agreement, or to a third party any gratuities or services, tangible or intangible, in order to obtain a contract or agreement with Allianz or any Allianz Affiliate, nor place Allianz or any Allianz Affiliate or its employees in a more favourable position, in order to receive, in return, any illegitimate advantages in the awarding of this Agreement or any other contract or agreement with Allianz or any Allianz Affiliate.
6. If [Counterparty] gains knowledge of any conduct by one of its employees, subcontractors, independent consultants or agents which constitutes bribery or corruption according to this Section, or if [Counterparty] has specific suspicion of such conduct, it shall immediately inform Allianz or the Allianz Affiliate and/or the representative of such knowledge and information thereof.
7. [Counterparty] assures to the best of its knowledge that no previous violations of this Section have been committed with regard to any and all work performed on behalf of, or pursuant to any oral or written agreement with Allianz or any Allianz Affiliate.
8. Allianz reserves the right to verify, either itself or through qualified third parties instructed by it, [Counterparty]'s compliance with this Article by way of audit controls. Allianz will provide [Counterparty] with reasonable prior written notice of an audit. Allianz will conduct such audits only during normal business hours and in a manner that will result in a minimum of inconvenience and disruption to Contractor's business operations. Allianz will not be entitled to audit: a) data or information of other customers or clients of [Counterparty]; b) personal data of Contractor's employees; c) any cost information; or d) any other confidential information of [Counterparty] that is not relevant in the context of the audit.
9. In case any undue gifts or benefits with regard to the negotiation, conclusion or the performance of this Agreement are made by the [Counterparty] in violation of this Anti-Corruption Clause, or if Allianz has reasonable cause to believe that such payments or gifts have been or are being made, Allianz may terminate this Agreement with immediate effect."