**ANTI-CORRUPTION COMPLIANCE CERTIFICATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) is providing this letter to ZAMEFA as evidence of its commitment to avoid violation of any and all applicable Anti-Corruption Laws and intends for ZAMEFA to rely on the representations made herein. The Company represents and certifies that its owners, directors, officers and employees:

1. are familiar with and agree to comply with the Anti-Corruption Commission Act Chapter 91 of the laws of Zambia. and any and all applicable national and local anti-corruption laws and regulations in each country where the Company conducts business, including laws enacted to comply with the UN Convention Against Corruption and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively “Anti-Corruption Laws”);
2. have not and will not, directly or indirectly, pay, offer, promise or authorize the giving of any money or anything of value, including even tips or gratuities, to any Government Official, Partner or employee, any political party, holder of public office, candidate for public office, any employee or official of a commercial or nonprofit entity in which a government body has any ownership interest or the ability to control (“Instrumentality”), or any official, Partner or employee of a public international organization (collectively “Officials” and each singly an “Official”):
3. for the purpose of assisting ZAMEFA in retaining or obtaining business or securing any improper business advantage; and
4. without prior written authority from ZAMEFA legal counsel and the Compliance Office
5. ensures that no part of any payment, compensation, reimbursement or fee paid, directly or indirectly, by ZAMEFA or its authorized agents will be used directly or indirectly as a corrupt payment, gratuity, bribe, kickback or other improper benefit to an Official or any other person;
6. has not and shall not share or otherwise provide, directly or indirectly, all or any part of any payment, commission, rebate, compensation, reimbursement or fee that the Company receives from ZAMEFA to any employee of ZAMEFA and has not and shall not reimburse any ZAMEFA employee for any entertainment, gift, or other expense;
7. have kept and will keep complete and accurate records of all transactions and expenses related to its business with ZAMEFA. Such records state in reasonable detail the purpose of each expense and the receipt and distribution of assets; and
8. conducts appropriate due diligence on parties to which it pays commissions, referral, marketing or other fees related to its business with ZAMEFA, and that it has no reason to believe that any of its agents, resellers, representatives, consultants or any other persons retained or paid by the Company in connection with any ZAMEFA business have violated any Anti-Corruption Laws;

The Company further agrees to cooperate in good faith in any investigation by ZAMEFA and its auditors, attorneys and representatives in the event of any actual or alleged violation of any Anti-Corruption Laws by the Company, its owners, directors, officers, employees and agents. Such cooperation includes providing ZAMEFA and its representatives prompt and complete access to the Company’s records for audit and copying and to its owners, directors, officers, employees and agents for interviews. The Company further agrees that if future developments cause the representations and certifications provided herein to no longer be accurate or complete, it will promptly send ZAMEFA a written report detailing the causes and extent of the changes.

 Signature Print Name

 (Company Representative)

 Title and Company Contact Number