

Anti-Corruption Compliance Agreement

THIS AGREEMENT ("Agreement"), made effective as of 18th of February, is between **Ecolab Inc.** ("Ecolab"), and **Semi Senegal**, with its principal office at **Dakar, Senegal** ("Supplier").

1. **Purpose, Terms and Definitions.** This Agreement outlines the terms and conditions of Ecolab's relationship with the Supplier with regard to compliance with the United States Foreign Corrupt Practices Act ("FCPA") and other anti-corruption laws, regulations and policies. This Agreement shall be in force so long as Supplier has any commercial relationship with Ecolab, its subsidiaries or affiliates.

For purposes of this Agreement, "Government Employee" means any agent, officer or employee of (1) a government or any department, agency or instrumentality thereof; (2) a political party or candidate for political office; (3) any company in which any government holds a substantial ownership interest; or (4) of a public international organization (e.g., United Nations, World Bank, Red Cross, etc.), or any agent, family member, or any person acting in an official capacity for or on behalf of any of the above listed entities or persons.

2. **Compliance with Anti-Corruption Laws.** Supplier makes the following representations and warranties to Ecolab and covenants and agrees as follows:

- Supplier represents that it has not and agrees that it will not, in connection with any business involving Ecolab or any of its affiliates, make, promise or offer to make any payment or transfer anything of value, directly or indirectly, to any Government Employee, or to any other person or entity, if such payment or transfer would violate any laws of the country in which made or the FCPA. The parties intend that no payments or transfers of value shall be made which have the purpose or effect of bribery, kickbacks or other unlawful or improper means of obtaining business. Supplier further warrants that all written and oral information it supplies to Ecolab related to its compliance with the FCPA and other anti-corruption laws is and will be complete, truthful and accurate.
- Supplier represents and warrants that, as of the Effective Date and during the term of this Agreement, it is not and will not be owned or directed by, and does not, and will not, employ any Government Employees.
- Upon Ecolab's request, Supplier will certify to Supplier's ongoing compliance with this Agreement. Supplier agrees that should it learn or have reason to know of any payment, offer or agreement to make payment to a Government Employee or political party for the purpose of obtaining or retaining business or securing any improper advantage for Ecolab or any other development that makes inaccurate or incomplete the representations, warranties and certifications of Supplier in this Agreement, Supplier will immediately notify Ecolab in writing.
- Supplier will disclose to Ecolab, at the time of sale and periodically upon Ecolab's request, any sales to government owned or operated customers.
- Ecolab shall have the right to investigate and audit Supplier's compliance with this Agreement and Supplier agrees to cooperate with any such investigation. If Ecolab believes, in good faith, that Supplier has acted in any way that may subject Ecolab to liability under the FCPA or other anti-corruption laws, Ecolab may unilaterally and immediately terminate Supplier's relationship with Ecolab by written notice.

3. **General.** This Agreement represents the entire agreement of the parties and it supersedes all prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement and it may only be amended in writing. Each of the parties is an independent contractor and nothing contained in this Agreement creates the relationship of an agency, partnership, joint venture, franchise or any other association or relationship between Ecolab and Supplier except that of a logistics provider. Supplier does not have, nor will Supplier hold itself out as having, any right, power or authority to create any contract, obligation or responsibility either express or implied, on behalf of, or in the name of, Ecolab, unless Ecolab gives its prior written consent to do so. No party has any authority to bind the other party in any respect. All notices with respect to this Agreement must be provided in writing. No notice to Ecolab is effective unless a copy is also sent to: Attn: General Counsel, Ecolab Inc., 370 North Wabasha Street, St. Paul, MN 55102. This Agreement is governed by the internal laws of State of Minnesota, United States of America without regard to the conflict of laws rules, provisions or statutes of any jurisdiction. The undersigned parties hereby acknowledge having required that the present agreement be drawn up in English.

ECOLAB

By: _____ François Depresle

Print Name: _____ Depresle

Title: Sales manager French and English speaking Africa _____

Date: _____ 17/02/2022

SUPPLIER

By: _____

Print Name: _____

Title: _____

Date: _____