

Anti-Bribery and Corruption Procedure Guidance Note: Contractual Documentation

Responsibility for implementation: Legal Department (in-country)

This procedure guidance note concerns the inclusion of appropriate commitments and obligations relating to Anti-Bribery and Corruption in contractual documentation between Computacenter plc (the “Company”) or any of its wholly-owned subsidiaries (each, a “Subsidiary”) and any third party (the “Third Party”).

The Company has decided to adopt a policy of best practice in ensuring that, as far as possible, the Company’s standard anti-bribery clause (as set out below) is inserted into relevant contracts (such as contracts for goods and services) relating to the Company or its Subsidiary and any Third Party. This also includes including these in its standard terms of sale and purchasing.

The clause is as follows:

- 1.1 The [Contractor] shall:
 - (a) comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
 - (c) comply with [the Subsidiary’s] Anti-Bribery and Corruption Policy (as amended from time to time);
 - (d) promptly report to [the Subsidiary] any request or demand which, if complied with, would amount to a breach of this agreement or [the Subsidiary’s] Anti-Bribery and Corruption Policy;
 - (e) ensure that any person associated with it who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the [Contractor] in this clause;
 - (f) indemnify the Company against all losses, damages, fines, penalties and costs incurred which in the sole discretion of the Company arose in connection with a breach of this clause by the Contractor; and
- 1.2 Any breach of this clause shall be deemed a material breach of this Agreement entitling [the Company or the Subsidiary] to terminate it immediately.