



## Compliance Rules for Customers

### Regarding Products from

### OBO, Huntsman and Freeman

## OBO-Werke GmbH

Am Bahnhof 5 · 31655 Stadthagen · Germany  
Telefon (0 57 21) 78 01-0  
Telefax (0 57 21) 7 78 55  
www.obo-werke.de  
info@obo-werke.de  
USt-Id: DE171274404  
St -Nr : 44/210/02193

1. Distributor, Sub-Distributor and end user (hereinafter: CUSTOMER) shall have exclusive control over its personnel in the conduct of its distribution activities and shall be regarded as an independent contractor. Further, CUSTOMER is not granted any right or authority to create any obligation or responsibility, express or implied, on behalf of, or in the name of OBO-Werke GmbH (hereinafter: OBO) or Huntsman Advanced Materials (hereinafter: HAM) or Freeman Manufacturing & Supply Company (hereinafter: Freeman) in any manner whatever.
2. CUSTOMER represents that it shall not in connection with any business transactions involving OBO, HAM or Freeman, make any payment or transfer anything of value, directly or indirectly to any governmental official or employee (including employees of a government corporation or public international organisation) or to any political party or candidate. CUSTOMER shall furthermore not make any payments or transfers of value, which have the purpose or effect of public or commercial bribery.
3. CUSTOMER represents and agrees that it is familiar with anti-bribery laws (including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state), and more particular with the relevant provisions of the U.S. Foreign Corrupt Practices Act (“FCPA”) and confirms (i) that it is not a government official (as the term is defined in the FCPA) or affiliated with any official, and (ii) it shall not violate or cause OBO, HAM or Freeman or any of its clients to violate the FCPA in connection with the sale or service of OBO’s, HAM’s and Freeman’s product(s) and/or services.
4. CUSTOMER represents and agrees that it is familiar with and shall comply with all export control and trade embargo laws, rules and regulations applicable to the business, and that it shall not resell, export, re-export, distribute, transfer or otherwise dispose of products delivered by OBO, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations. CUSTOMER is obliged to a policy of “knowing your customer” and shall adhere to the “Undertaking” in Attachment 1. Upon request of OBO, CUSTOMER shall give evidence of having complied with such regulations and formalities.
5. Notwithstanding any other provisions to the contrary, OBO may suspend or terminate any business relationship with the CUSTOMER forthwith on learning information giving it a factual basis to conclude that CUSTOMER has violated or caused OBO or HAM or Freeman to violate the above mentioned compliance, embargo or export control rules in connection with the sale or service of OBO’s, HAM’s and/or Freeman’s products and/or services. In the event of termination for such cause, OBO may retain from, or charge to, CUSTOMER an amount equal to the amount earned or to be earned by CUSTOMER in respect of the transaction or matter in which CUSTOMER violated or caused to violate the above mentioned compliance, embargo or export control rules as well as the amount of any damages (including damages resulting from HAM’s and/or Freeman’s terminating their agreements with OBO because of such violations), costs, fines, or penalties which OBO, HAM and/or Freeman is forced to pay as a consequence of acts by CUSTOMER.



## Attachment I

**OBO-Werke GmbH**

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**The products delivered by OBO-Werke GmbH, are partly manufactured under trademark and/or know-how license of Huntsman Advanced Materials and Freeman Manufacturing & Supply Company, both United States companies. Thus, not only the European and German, but also the US anti-bribery and export control laws and regulations apply.**

### Undertaking

OBO-Werke GmbH expects the CUSTOMER to guarantee that above Compliance rules are read and understood. In addition, the CUSTOMER guarantees not to export or re-export the products supplied by OBO-Werke GmbH, either directly or indirectly

- (1.) to embargoed destinations, persons or countries designated by the competent authorities being supporters of terrorist activities. These countries are currently Cuba, Iran, North Korea, Sudan and Syria, Belarus, Russia and Crimea territory and Sevastopol and Ukraine (Kherson, Donetsk, Luhansk, Zaporizhia)
- (2.) for use in connection with the proliferation of weapons, or
- (3.) for use in military use or military end-user, or
- (4.) for use in connection with the proliferation of mass destruction weapons (e.g. nuclear, biological, chemical) or
- (5.) for use in connection with the proliferation of missiles to deliver such weapons, or
- (6.) to a Political Exposed Person (PEP) or a Family Member of a PEP

This undertaking is subject to the laws of Germany. Place of jurisdiction is Stadthagen.

Stadthagen, August 2023