

REPRESENTATIONS

1. Nondisclosure of confidential information

Each party agrees that any information concerning the other party's price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information disclosed by the one party (the "Disclosing Party") to the other party (the "Receiving Party") and identified in writing (e.g., by e-mail) as confidential ("Confidential Information") shall not, without the Disclosing Party's authorization, be disclosed to any other third party or used by the Receiving Party for its own benefit except as contemplated by this Contract. The Receiving Party shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information of like kind and shall restrict access to Confidential Information to its personnel on a need to know basis. The Receiving Party hereby agrees to ensure, by agreement, instruction or otherwise, compliance with these confidentiality obligations by its personnel who are permitted access to or use of the Disclosing Party's Confidential Information.

Nothing in this Contract shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies): (a) that is or becomes publicly available through no breach of this Contract; (b) independently developed by it; (c) previously known to it without obligation of confidence; or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In case any authority according to the applicable law demands Confidential Information, the Receiving Party immediately informs about it the Disclosing Party and cooperates with the Disclosing Party (upon request of the Disclosing Party), by attempting to limit the degree of such disclosure and maintain any disclosed information as confidential. Confidential Information shall be returned or destroyed upon the earlier of: (i) the completion of the parties' contractual obligations; or (ii) the disclosing party's request. The confidentiality obligation specified in this Clause is perpetual and does not depend on the term of the Contract.

2. Anti-bribery

Each party represents and warrants that, in connection with this Contract, it has not (i) offered, promised, made or authorized to be made, or provided any bribe or undue payment; nor has it (ii) made or promised any payment in violation of any international anti-corruption laws (including, but without being limited to, the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act 2010), as well as any applicable local laws of adoption of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and other applicable anti-corruption laws. Each party further represents, warrants and covenants that it will abstain from, and will cause its affiliates, subcontractors or employees to abstain from offering, promising or making, with respect to this Contract, any contribution, thing of value or gift, or any other type of undue payment to, or for the private use of, directly or indirectly, to (i) any public official or government employee (including the employees of government entities or those controlled by a government) or to any employee of either party; (ii) any political party, an official of a political party or any person running for public office; (iii) any public international organization, (iv) any third party that has a commercial relationship with other Party; or (v) any intermediary who may act as a front man for any of the persons and entities mentioned in (i) through (iv) above, for the purpose of influencing or inducing any act or decision to secure an improper advantage in connection with, or in any way relating to any government authorization or approval involving the Parties, or the obtaining or retention of business by other Party.

Notwithstanding anything to the contrary stated in this Contract, any misrepresentation or violation of this clause will be deemed to be a material breach of this Contract which in turn shall give other Party the right to terminate this Contract. Termination for such a breach shall not be deemed to be the exclusive remedy of other Party, but shall be in addition to all other remedies available in this Contract.

3. Human Rights

Each party represents and warrants that it abides and will continue to abide by all internationally recognized human rights (including without limitation the Universal Declaration of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights of Work) and ensures present and future non-complicity in any direct or indirect abuse of any and all human rights, regardless if they are carried out by a government or any other actor, whether the party knew or should have known of its contribution to such abuse. Each party will take the necessary action to assure compliance with the aforesaid.

4. Labour

Each party represents and warrants that, in connection to this Contract, it has not and will not directly or indirectly (i) make use of slave, forced or compulsory labour in any form, and/or (ii) engage children under the corresponding minimum age for employment, as defined in all international labour standards and applicable national legislation on child labour, whether the party knew or should have known of its contribution to such behaviours. Each party will take the necessary action to assure direct and indirect compliance with the aforesaid. Each party represents and warrants that it abides by all applicable legal enactments regarding employment.

5. Environment

In the execution of all activities connected to this Contract, each party represents and warrants to comply with all applicable laws relating to the environment, the disposal of materials, the discharge of chemicals, gases or other substances or materials into the environment, or the presence of such materials, chemicals, gases or other substances in or on its facilities and/or its affiliates' facilities when having an actual or potential material effect on any activities related to this Contract. The parties acknowledge and agree that they will not be in breach of the terms hereof when any such breach can be and is cured within 30 days from the date in which any such breach occurs.

6. Conflict of Interest

Cooperation partner of SIA SCHWENK LATVIJA represents and warrants that at the moment of conclusion of this Agreement no conflict of interest with respect to employees of SIA SCHWENK LATVIJA exists (i.e., neither employees of SIA SCHWENK LATVIJA, nor their family members have any material personal interest in commercial activity of the cooperation partner of SIA SCHWENK LATVIJA). In case conflict of interest emerges during the validity term of this Contract, the cooperation partner of SIA SCHWENK LATVIJA is obliged to inform SIA SCHWENK LATVIJA about it.

7. Taxes, duties and other charges

Each party represents and warrants that it abides by all applicable legal enactments regarding payment of taxes, duties and other applicable levies to the state and municipal budgets. Cooperation partner of SIA SCHWENK LATVIJA represents and warrants that during validity term of this Contract terms of this Clause are also fully observed by all subcontractors of the cooperation partner of SIA SCHWENK LATVIJA involved in fulfilment of this Contract.