



# Corporate Third Party Engagement Policy

Board of Directors  
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# 1. Purpose

It is the policy of Urbaser S.A.U. (together with any subsidiaries, collectively the “**Company**” or “**Urbaser**”) to do business only with ethical and reputable Third Party Representatives (defined below). These Procedures outline the Company’s requirements regarding engagements with each type of Third Party Representative.

# 2. Scope of Application

This Policy is applicable to all directors, officers, and employees, including managers and members of the governing bodies of the various companies that make up Urbaser, its wholly or majority owned subsidiaries, and holdings and the joint ventures controlled by Urbaser’s management or in which Urbaser is the majority shareholder or senior partner (collectively, “**Company Personnel**”). Urbaser subsidiaries may require more restrictive or specific procedures, but those procedures cannot be less stringent than what is included here. These Procedures provide guidance and rules with respect to the identification, retention, and monitoring of all Third Party Representatives with which Urbaser intends to do business.

These Procedures apply in all countries where Urbaser conducts business, whether or not Urbaser has a physical presence in the country, i.e., an office. These Procedures are supplemental to, and should be read in conjunction with, any other Company policies and applicable laws to which the Company is subject, including the **Suppliers Code of Ethics, PA-18 “Approval and Evaluation of Suppliers”, PA-18 Annex 2 “Minimum Requirements for Supplier Approval”, Corporate Anti-Corruption Policy, Corporate Anti-Money Laundering Policy and Corporate Sanctions and Export Controls Policy**. In the event of a conflict between applicable laws or policies and these Procedures, Urbaser applies the more stringent standard.

# 3. Definitions

For purposes of these Procedures, the following definitions apply:

- **Business Sponsor** means any Urbaser employee that is seeking to engage any Government Intermediary, Vendor, or Joint Venture Partner on behalf of the Company.
- **Public Official** means any individual who is:
  - An officer or employee of a government body or agency of any level, whether by appointment, by election, or by agreement;
  - Exercising a public function or acting in an official capacity on behalf of a government;
  - A party official or candidate for political office;
  - An officer or an employee of a public international organization, such as the World Trade Organization and the United Nations; or
  - An employee, officer, or director of a state-owned or state-controlled enterprise or who provides a public service.
- **Vendor or Supplier** means any person or entity that supplies goods or services to the Company.
- **Government Intermediary** means any person or entity acting as a representative, consultant, agent, or advisor to Urbaser that (i) is likely to interact with Public Officials or customers/prospective customers on the Company’s behalf or (ii) was recommended or referred by a Public Official or customer/prospective customer. Common examples of Government Intermediaries include, but are not necessarily limited to, agents, attorneys who are likely to interact with public officials other than judicial officials, consultants, lobbyists, and sales liaisons.
- **Joint Venture Partner** means any person or organization with which the Company maintains an express or implied agreement to perform a common business interest. A joint venture partnership may include ownership interest in a joint legal entity with shared profits and losses.

- **Third Party Representative** means all Vendors, Joint Venture Partners, Government Intermediaries, or other parties working on behalf of Urbaser. For the purposes of these procedures, customers or other parties that receive payment directly from Urbaser are separate and not included in the definition of a Third Party Representative.
- **Sanctioned Country** means a country or territory which is the target of comprehensive sanctions administered by applicable governmental authorities (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic).
- **Sanctioned Person means:** (1) any person identified on an official sanctions-related list, including the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List (the “SDN List”), United Nations Security Council Consolidated List, UK Sanctions List, or the EU Consolidated List (collectively “Sanctions Lists”); (2) entities 50% or more owned or controlled by such persons; or (3) entities organized in or operating from a Sanctioned Country.

## 4. Third Party Representative Due Diligence

Urbaser is careful in selecting Third Party Representatives who are appropriate and legitimate for their contemplated role, that do not have any improper or suspicious connections or ownership interests, and are not likely to engage in any improper, unethical, corrupt, or illegal activities.

Urbaser conducts reasonable and risk-based due diligence on all Third Party Representatives before retention, and periodically after retention, including before renewing or extending any written agreement.

The due diligence required before Urbaser can engage any Third Party Representatives is as follows:

### 4.1. Due Diligence Process for Relationships with Third Party Representatives

The following types of Third Party Representatives must be run through Urbaser’s screening tool prior to being onboarded: (1) all Government Intermediaries; (2) all Joint Venture Partners; and (3) Vendors that will provide more than 15,000 € worth of goods or services in a year based in the EU, UK or U.S.<sup>1</sup> The screening tool will collect information on the Third Party Representative, and will run the Third Party Representative against the relevant Sanctions Lists. Based on that information, the Third Party Representative will be assigned a risk rating: either High, Medium, or Low.

If the Third Party provides less than 15,000 € worth of goods or services in a year and it is located in jurisdictions other than US, UK or EU, it must be screened against Sanctions Lists through Urbaser’s screening tool. Please consult Corporate Sanctions and Export Controls Compliance Policy for more information.

#### 4.1.1. Procedures for Government Intermediaries

For Government Intermediaries, the Business Sponsor must: send the [Annex 1](#) Questionnaire to the Third Party Representative for completion. The Regional Compliance Officer must review the responses to the [Annex 1](#) Questionnaire and complete the Third Party Representative Approval Form provided in [Annex 2](#) (i.e. [follow the Procedures for High Risk Third Party Representatives below](#)).

In addition to the due diligence, approval processes, and contract requirements set forth in the sections above, the following apply to Government Intermediary relationships:

- **Compliance Provisions.** Unless approved by the Regional Compliance Officer, all Government Intermediary agreements must include the compliance provisions provided in, or substantially similar to the appropriate sample provisions set forth in, [Annex 3](#).
- **Training.** The Urbaser Regional Compliance Officer will determine appropriate training concerning anti-corruption compliance that may be appropriate for Government Intermediaries. In circumstances where training is deemed appropriate, the Business Sponsor shall be responsible for ensuring that the Government Intermediary

<sup>1</sup> Or the equivalent in local currency and considering the purchasing power of each of the countries where URBASER operates or may operate.

complete the required training.

- **Certifications.** On an annual basis, or otherwise as prescribed by the Urbaser Regional Compliance Officer, Government Intermediaries must complete the Compliance Certification provided in **Annex 4**.

#### 4.1.2. Procedures for High Risk Third Party Representatives

For all Third Party Representatives assigned a High Risk Rating, before the Third Party Representative is permitted to provide any goods or services to Urbaser, the Business Sponsor must:

1. Obtain a fully executed version of the Third Party Representative Questionnaire provided in **Annex 1**.
2. Review the Third Party Representative Questionnaires to ensure they have been fully-completed, signed, and contain no information that the Business Sponsor knows or has reason to suspect is false.
3. Send the fully completed Third Party Representative Questionnaires and relevant supporting documentation, if any, to the Regional Compliance Officer for their review.
4. Upon receipt, the Regional Compliance Officer will review the information provided to assess the Third Party Representative's reputation, experience, and ability to perform the contemplated services. As part of its review, the Regional Compliance Officer will, at a minimum:
  - a. Review the Third Party Representative Questionnaires. Upon review, and at any time during the diligence process, the Regional Compliance Officer shall request additional information from or about the Third Party Representative, as needed.
  - b. Check whether the Third Party Representative or any of its shareholders, directors, or officers are a Sanctioned Person; and
  - c. Review the results of a public records search.
5. The Regional Compliance Officer will use the Third Party Representative Approval Form provided in **Annex 2** to document the due diligence that Urbaser has conducted, and to provide a decision regarding whether to approve the proposed Third Party Representative relationship.

When a Third Party Representative is deemed to be High Risk, the Business Sponsor should endeavor to identify and select another Third Party Representative that does not raise the same level of risk (i.e. a competitor with a Low Risk or Medium Risk rating). However, when there are no such alternatives available, in addition to the above procedures, the Third Party Representative must be approved by the Chief Compliance Officer and the Regional Compliance Officer must implement specific mitigation controls—such as enhanced contract provisions such as the Compliance Clause in Annex 5 and monitoring—to address the specific risks identified in the due diligence.

Representative must be approved by the Chief Compliance Officer and the Regional Compliance Officer must implement specific mitigation controls—such as enhanced contract provisions and monitoring—to address the specific risks identified in the due diligence.

#### 4.1.3. Procedures for Medium Risk Third Party Representatives

For all Third Party Representatives assigned a Medium Risk Rating, before the Third Party Representative is permitted to provide any goods or services to Urbaser, the Regional Compliance Officer must:

6. Review the information available in the screening tool to assess the Third Party Representative's compliance risk. As part of its review, the Regional Compliance Officer will, at a minimum:
  - d. At any time during the diligence process, the Regional Compliance Officer shall assess the need to request the Third Party Representative Questionnaire provided in Annex 1 or additional information from or about the Third Party Representative, as needed.
  - e. Check whether the Third Party Representative or any of its shareholders, directors, or officers are a Sanctioned Person; and
  - f. Review the results of a public records search.

7. The Regional Compliance Officer will use the Third Party Representative Approval Form provided in [Annex 2](#) to document the due diligence that Urbaser has conducted, and to provide a decision regarding whether to approve the proposed Third Party Representative relationship.

Moreover, a Compliance clause that covers essential elements in Compliance matters addressed in the Clause in [Annex 5](#), must be added in the Contract.

#### 4.1.4. Procedures for Low Risk Third Party Representatives

For all Vendors and Joint Venture Partners assigned a Low Risk rating, the Business Sponsor may approve the relationship and work to onboard the Vendor or Joint Venture Partners.

## 4.2. Third Party Representative Due Diligence Exceptions

From time to time, Urbaser may decide that particular types of Third Party Representatives warrant due diligence procedures that differ from those set forth in Section 4.1. above. Any exceptions to the Third Party Representative due diligence processes described in these Procedures must be approved in writing by the Chief Compliance Officer.

# 5. Third Party Representative Due Diligence Red Flags

While conducting due diligence on Third Party Representatives, the following is a non-exhaustive list of “**red flags**” that must be considered, and which may require additional scrutiny or review prior to working with the Third Party Representative:

- You become aware that a Third Party Representative engages in, or has been accused of engaging in, improper business practices.
- You learn that a Third Party Representative has a reputation for paying bribes or has a reputation for having a “special relationship” with Public Officials.
- A Third Party Representative insists on receiving payment before committing to sign a contract, or before carrying out services for us.
- The Third Party Representative requests payment in cash, refuses to sign a formal commission or fee agreement, or fails to provide an invoice or receipt for a payment.
- The Third Party Representative requests an excessive commission or a commission that is not commensurate with the service the Third Party Representative is providing.
- The Third Party Representative requests that payment be made to a country or geographic location different from where the Third Party Representative resides or conducts business.
- A Third Party Representative requests a fee to “facilitate” a service.
- An invoice from a Third Party Representative includes vague descriptions of services, such as “miscellaneous,” “facilitation fees,” or “other.”
- A Third Party Representative requests that you provide employment or some other advantage to a friend or relative.
- A Third Party Representative invoice appears to be nonstandard or altered, or it appears unprofessional or falsified.
- A Third Party Representative invoices the Company for an amount that appears large given the services provided, or greater than those charged in the past by the same Third Party Representative or other Third Party Representatives providing the same service.
- A Third Party Representative requests the use of an agent, consultant, distributor, or supplier that is not typically used by or known to us.

Any Compliance Personnel that identifies any red flags should raise them to the Regional Compliance Officer.

## 6. Third Party Representative Payment Arrangements

Urbaser will only enter into payment arrangements with Third Party Representatives that are commercially reasonable under the circumstances, appropriate in relation to the Third Party Representative's experience and the goods or services provided, and consistent with local laws and market practices. The Business Sponsor must clearly specify the proposed payment arrangement and the reasons underlying his or her determination that the proposed compensation is commercially reasonable.

Payment arrangements that include reimbursement of expenses to Government Intermediaries are prohibited unless pre-approved in writing by the Regional Compliance Officer. In circumstances where reimbursement of expenses is permitted, the Business Sponsor will be responsible for reviewing expense reimbursement requests to ensure that they are supported by the appropriate documentation and consistent with the written agreement and all applicable Urbaser policies.

Third Party Representatives are prohibited from making any political donations or charitable contributions for or on behalf of Urbaser. Unless pre-approved in writing by the Urbaser Regional Compliance Officer, Third Party Representatives are prohibited from providing any gifts or hospitality for or on behalf of Urbaser.

## 7. Third Party Representative Approval Process

Before retaining or renewing a relationship with a Government Intermediary or Third Party Representative assigned a Medium or High Risk rating, a review of the relationship and approval by the Regional Compliance Officer is required upon notification from the Business Partner. The Regional Compliance Officer will ensure the Government Intermediaries are reviewed periodically, independently from the renewal of the relationship.

All Government Intermediaries and those other Third Party Representatives assigned a Medium or High Risk rating must be approved by the Regional Compliance Officer using the Third Party Representative Approval Form provided in [Annex 2](#). No such Third Party Representative shall be approved unless the Regional Compliance Officer has investigated and confirmed that it has a reasonable belief that the Third Party Representative:

- Is a valid, legally existing entity;
- Has a legitimate, physical business address, web site, and telephone number;
- Has a legitimate bank account in the Third Party Representative's name;
- Has necessary licenses, insurance, and bonds required for the type of goods or services it will be expected to provide;
- Has sufficient experience and expertise providing the type of goods or services it will be expected to provide;
- Has the capacity to provide the goods or services it will be expected to provide;
- Has a positive reputation for conducting business in a professional, lawful, and ethical manner;
- Has commercially reasonable, appropriate, and consistent payment arrangements that are based upon the goods or services to be provided, market practices, and local regulations;
- Has no relationship with Urbaser, its current or former employees, or related parties unless specifically identified and approved by the Regional Compliance Officer; and
- Is not on a Sanctioned Person list.

If the Regional Compliance Officer believes that the Third Party Representative relationship presents any of the "red flags" identified in Section 5. above, the Regional Compliance Officer is required to gather sufficient information, and to take appropriate steps to address those red flags, before approving the proposed Third Party Representative relationship.

## 8. Written Contracts or Purchase Orders

Unless pre-approved in writing by the Regional Compliance Officer, Third Party Representatives may not be paid without either: (a) a written and executed contract or purchase order; (b) a written and executed letter of intent that includes an indication of compensation and scope of work; or (c) an invoice or other writing documenting the expense.

## 9. Additional Vendor-Specific Engagements Rules

In addition to the due diligence, approval processes, and contract requirements set forth in the sections above, when engaging Vendors, Company Personnel must also follow the policies and procedures outlined in Urbaser's PA-18 "Approval and Evaluation of Suppliers", PA-18 **Annex 2** "Minimum Requirements for Supplier Approval", and Suppliers Code of Ethics, in addition to any applicable local policies and procedures.

## 10. Sanctioned Persons and Third Party Representatives Doing Business in Sanctioned Countries

If any employee identifies any indication that a Third Party Representative is a Sanctioned Person or resident in, operating from, or does business with or involving a Sanctioned Country, such employees are expected to immediately freeze the transaction and contact the Regional Compliance Officer. Refer to the **Corporate Sanctions and Export Controls Policy** for more details.

## 11. Recordkeeping

Urbaser and all of its personnel are required to make and keep books and records that accurately and fairly reflect the transactions of the Company and to devise and maintain an adequate system of internal accounting controls in accordance with all applicable laws and relevant Urbaser policies and procedures.

All Third Party Representative payment arrangements must, among other things, reflect the true nature of the transaction. The underlying supporting documentation for any payments made to or received from any Third Party Representatives must adequately support and reflect the true nature of the transaction as well. Company Personnel are prohibited from creating or maintaining inaccurate Company records relating to the Company's payments to or from any Third Party Representatives.

## 12. Monitoring and Reporting Concerns

The Business Sponsor, and the head of the business unit that proposes to engage with a Third Party Representative, shall have primary responsibility for monitoring the conduct of the Third Party Representative.

Urbaser personnel should report activities that could violate these Procedures, the terms of the Third Party Representative's written agreement with Urbaser, or any applicable laws or regulations. The reporting of potential breaches can be reported verbally, in writing, or by telephone. Further explanations about the Company's whistleblowing service, and how to submit a concern, can be found at the website <https://urbaser.canaletico.app/>.

Urbaser does not and will not tolerate any improper payments to Public Officials or any other person by any Third Party Representative on the Company's behalf. It is Urbaser's policy to terminate any relationship with a Third Party Representative who is known to have offered, promised, or provided an improper payment in connection with their relationship with Urbaser. Refer to the **Corporate Anti-Corruption Policy** for additional details concerning restrictions on interactions with Public Officials.

# Annex 1 – Enhanced Third Party Representative Diligence Questionnaire

This form is to be completed by Third Party Representatives subject to enhanced diligence that are expected to enter into a business relationship with Urbaser. 1. Please describe the nature of the goods and/or services the Third Party Representative is expected to provide.

2. Is any owner, shareholder, director, officer, or employee of the Third Party Representative involved in performing the contemplated services or executing the transaction a “politically exposed person” or an immediate family member (i.e., spouse, parent, child, sibling, or sibling’s spouse) of a politically exposed person?

YES /  NO

*If yes, please explain.*

3. Does any owner, shareholder, director, officer, or employee have a conflict of interest with any Urbaser employee?

YES /  NO

*If yes, please explain.*

4. Does any owner, shareholder, director, officer, or employee have a conflict of interest with any Public Official who works for any Urbaser customer or regulator?

YES /  NO

*If yes, please explain.*

5. Will the Third Party Representative interact with any government or government-controlled entity on behalf of Urbaser?

YES /  NO

*If yes, please explain the nature of the Third Party Representative’s anticipated interactions with governments or government-controlled entities, including the names of any such entities.*

6. List all government authorizations, approvals, permits, or licenses the Third Party Representative has sought or will seek on behalf of Urbaser.

7. Will the Third Party Representative obtain assistance from any other companies in obtaining government authorizations, approvals, permits or licenses on behalf of Urbaser?

YES /  NO

*If yes, please provide a separate completed Due Diligence Questionnaire for that party.*

8. Within the past 5 years, has the Third Party Representative, any predecessor or affiliated entity, or any owner, shareholder, director, officer, or employee been the subject of any government investigation, enforcement action, or disclosure relating in any way to corruption?

YES /  NO

*If yes or if you are unable to answer, please describe (includes dates and explanation).*

9. Within the past 5 years, has the Third Party Representative, any predecessor or affiliated entity, any principal owner or

shareholder, director, or key officer of the Third Party Representative, or employee of the Third Party Representative involved in performing the contemplated services or executing the transaction been arrested, charged with, or convicted of a felony?

YES /  NO

*If yes or you are unable to answer, please describe (includes dates and explanation).*

10. Is the Third Party Representative located in or operating from a Sanctioned Country (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic)? For example, does the Third Party Representative have employees located in a Sanctioned Country?

YES /  NO

11. Is the Third Party Representative, its shareholders, or principal officers on a sanctions-related list of designated persons, including the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List (“SDN List”), United Nations Security Council Consolidated List, UK Sanctions List, EU Consolidated List, or 50% or more owned or controlled by such persons?

YES /  NO

12. Does the Third Party Representative engage in transactions or dealings, direct or indirect, with Sanctioned Countries, parties on a sanctions-related list of designated persons (such as the SDN List), or parties 50% or more owned or controlled by such parties? For example, does the Third Party Representative source originating from a Sanctioned Country?  YES /  NO

*If yes, please explain the nature and extent of such dealings.*

13. Does the Third Party Representative have a formal or informal anti-bribery, anticorruption, anti-money laundering, or sanctions compliance policy or program?

YES /  NO

*If yes, please provide a brief explanation of the policies, procedures, and other controls. If no, please explain the reason(s).*

**14. The Third Party Representative hereby confirms that the information and responses to this Third Party Representative Questionnaire are full and accurate. The Third Party Representative further confirms that it will supplement and/or correct any information provided in this Third Party Representative Questionnaire if the Third Party Representative later becomes aware that any of information above is incorrect.**

YES

**For and on behalf of [NAME OF COMPANY]**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position / Title:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

# Annex 2 – Third Party Representative Approval Form

## 1. Analysis

To the best of your knowledge, after a reasonable inspection and follow-up with the Third Party Representative (as necessary):

1. The Third Party Representative is a valid, legally existing entity:  
 YES /  NO
2. The Third Party Representative has a legitimate, physical business address, web site, and telephone number:  
 YES /  NO
3. The Third Party Representative has necessary licenses, insurance, and bonds required for the goods or services it is expected to provide:  
 YES /  NO
4. The Third Party Representative has the capacity to provide the goods or services it will be expected to provide:  
 YES /  NO
5. The proposed payment arrangement is commercially reasonable, appropriate, and consistent with the goods or services to be provided and local market practices:  
 YES /  NO
6. The Third Party Representative has no relationship with Urbaser, its current or former employees, or related parties:  
 YES /  NO
7. The Third Party Representative has no history of actual or suspected violations of applicable anti-corruption, anti-bribery, anti-money laundering, or sanctions laws:  
 YES /  NO
8. Did you identify any of the “red flags” identified in the Third Party Representative Due Diligence Policy?  
 YES /  NO  
*If yes, please explain.*
9. Is the Third Party Representative reasonably expected to interact with Public Officials <sup>2</sup>for or on behalf of Urbaser?  
 YES /  NO  
*If yes, please explain.*
10. Was the Third Party Representative recommended or referred by a Public Official?  
 YES /  NO  
*If yes, please explain.*

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<sup>2</sup> **Public Official** means any individual who is: (1) an officer or employee of a government body or agency of any level, whether by appointment, by election, or by agreement; (2) an officer or employee of a body corporate that provides a service to the public; (3) exercising a public function or acting in an official capacity on behalf of a government; (4) a party official or candidate for political office; (5) an officer or an employee of a public international organization, such as the World Trade Organization and the United Nations; or (6) an employee, officer, or director of a state-owned or state-controlled enterprise.

11. Is the Third Party Representative, or any of its owners, directors, officers, or employees a Public Official?

YES /  NO

*If yes, please explain.*

12. Is the Third Party Representative controlled by any government, government entity, or Public Official?

YES /  NO

*If yes, please explain.*

13. Is the Third Party Representative, or any of its owners, directors, officers, or key employees on any applicable denied parties list, including the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List (“SDN List”), United Nations Security Council Consolidated List, UK Sanctions List, and EU Consolidated List?

YES /  NO

14. Is the Third Party Representative resident in or operating from a Sanctioned Country (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic)?

YES /  NO

*If yes, please explain.*

15. Does the Third Party Representative have a compliance program that covers bribery, corruption, export controls, economic sanctions, and other unethical conduct?

YES /  NO

**2. Compliance Evaluation**

- Approve the Third Party Representative Relationship
- Deny the Third Party Representative Relationship – Please explain why.

If you answered “Yes” to any of the questions above, and you have “approved” the proposed Third Party Representative relationship, please provide a brief overview of the rationale for your decision and any supplemental risk mitigation measures that Urbaser will implement in connection with the proposed relationship.

Name of Reviewer: \_\_\_\_\_

Signature: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Date Completed: \_\_\_\_\_

## Annex 3 – Sample Compliance Provisions for Government Intermediaries

Written agreements with the Government Intermediary should contain the provisions below, or provisions similar to the provisions below. If a written agreement will not contain provisions similar to the provisions below, the Business Sponsor must obtain prior written approval from the Urbaser Regional Compliance Officer.

1. Compliance with Anti-Corruption Laws. [Government Intermediary] understands and agrees that it has complied and will continue to comply with and has not and will not commit any offense under, the U.S. Foreign Corrupt Practices Act (“FCPA”), the anti-corruption laws of [TERRITORY], or any other applicable anti-corruption law, (“Anti-Corruption Laws”).
2. No Improper Conduct. [Government Intermediary] represents and warrants that no payments of money or anything of value have been or will be offered, promised, or paid, whether directly or indirectly, by any of its directors, officers, employees, or agents, to any person, including any Public Official: (a) to improperly influence any official act or decision of that person; (b) to induce that person to do or omit to do any act in violation of a lawful duty; or (c) to secure any improper benefit or favor for the Company.

*“Public Official” means any individual who is: (1) an officer or employee of a government body or agency of any level, whether by appointment, by election, or by agreement; (2) an officer or employee of a body corporate that provides a service to the public; (3) exercising a public function or acting in an official capacity on behalf of a government; (4) a party official or candidate for political office; (5) an officer or an employee of a public international organization, such as the World Trade Organization and the United Nations; or (6) an employee, officer, or director of a state-owned or state-controlled enterprise.*

3. Compliance with Urbaser Policies. [Government Intermediary] has read, understands, and, without limiting any of the other representations, warranties, or covenants in this Agreement, agrees to comply with the principles set forth in the Urbaser policies and procedures set forth in Schedule [X].
4. Accuracy of Books and Records / Cooperation with Audit Activities. [Government Intermediary] agrees that it will maintain accurate and complete records of its receipts and expenses having to do with this Agreement, including records of payments to any other third parties or Public Officials, in accordance with generally accepted accounting principles. [Government Intermediary] further agrees that it will make such books and accounting records available for review by the Company, or by an independent party nominated by the Company, at the Company’s reasonable request.
5. Government Ownership. [Government Intermediary] warrants and represents that no government or Public Official is, has been, or will be during the term of this Agreement directly or indirectly a majority owner or investor in [Government Intermediary] and that no Public Official has or will have during the term of this Agreement any substantial financial interest, directly or indirectly, in the contractual relationship established by this Agreement.
6. Expenses. Any reimbursable expenses incurred during the performance of this Agreement must be clearly documented and presented to the Company along with any receipts and supporting records. The Company will not reimburse any expenses without Company approval and appropriate documentation by the [Government Intermediary].
7. Political Contributions and Charitable Donations. No political contributions or charitable donations have been or shall be given, offered, promised, or paid that are in any way related to this Agreement or any related activity.
8. Subcontractors and Agents. [Government Intermediary] shall obtain prior written consent from the Company before retaining any subcontractor or agent to perform services in connection with this Agreement. [Government Intermediary] shall ensure that any subcontractor, representative, or agent involved in the performance of this Agreement executes a written agreement with [Government Intermediary] wherein the subcontractor, representative, or agent shall certify to comply with Anti-Corruption Laws prior to any involvement in this Agreement or in any related activity.

9. Annual Anti-Corruption, Export Controls, and Economic Sanctions Compliance Certifications. [Government Intermediary] agrees to execute upon award of this agreement and on an annual basis thereafter, the anti-corruption, export controls, and economic sanctions certification provided at the Enhanced Third Party Representative Diligence Questionnaire.
10. Compliance with Trade Control Laws. [Government Intermediary] agrees to comply with all U.S. customs, export control, anti-boycott, and economic and financial sanctions laws and regulations, including the Export Administration Regulations (15 C.F.R. §§ 730-774) and economic and financial sanctions and trade embargoes imposed, administered, or enforced from time to time by the U.S. government, including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") or the U.S. Department of State (collectively, "Trade Control Laws"). Without limiting the foregoing, [Government Intermediary] agrees that it will not export, re-export, ship, distribute, sell, resell, supply, or otherwise transfer any products, equipment, goods, technology, or software furnished by the Company to, or for end use by, any person (i) listed in any sanctions-related list of designated persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom; (ii) operating, organized, or resident in a country or territory which is itself the subject or target of any sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic).
11. Compliance with Anti-Money Laundering Laws. [Government Intermediary] represents that it has complied and will continue to comply with all applicable financial recordkeeping and reporting requirements, and applicable anti-money laundering laws in jurisdictions in which [Government Intermediary] conducts its business. [Government Intermediary] represents that it is not under investigation by any governmental authority for, or has not been charged with or convicted of, money laundering, drug trafficking, terrorist-related activities, any predicate crimes to money laundering, or any violation of applicable anti-money laundering laws. [Government Intermediary] agrees to notify Urbaser of any suspicious activity of which it becomes aware relating to transactions in connection with this Agreement. Upon reasonable request, [Government Intermediary] agrees to provide Urbaser with documentation relating to its anti-money laundering policies and procedures.
12. Notification. [Government Intermediary] agrees to promptly notify Company if it becomes aware of any actual or suspected violation of any Anti-Corruption Laws or Trade Control Laws by [Government Intermediary], or any party that acts on its behalf, in connection with this Agreement.
13. Breach and Termination. If [Government Intermediary] breaches any representation or warranty of this [Section of] the Agreement, the Company shall have, in addition to any other rights and remedies available to it, the right to unilaterally and immediately terminate this Agreement without any obligation to provide further payments to [Government Intermediary], including with respect to services already rendered by [Government Intermediary].

## Annex 4 – Sample Compliance Certification for Government Intermediaries

It is the policy of Urbaser S.A.U. (together with any subsidiaries, collectively the “Company” or “Urbaser”) that, in doing business anywhere in the world, the Company will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), all applicable anti-money laundering laws, and all applicable customs, export control, anti-boycott, and economic and financial sanctions laws and regulations, including the Export Administration Regulations (15 C.F.R. §§ 730-774) and economic and financial sanctions and trade embargoes imposed, administered, or enforced from time to time by the U.S. government, including those administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”) or the U.S. Department of State (collectively, “Trade Control Laws”). Consistent with this policy, neither the Company nor any person acting on behalf of the Company shall pay, offer, promise, or authorize any unlawful bribe or illicit payment, provide anything of value to any person in violation of the FCPA or any applicable anti-corruption law, or take, solicit, or receive any kickback, bribe, or other corrupt inducement.

On behalf of [Name of Representative] (the “Representative”), which has a third party relationship with the Company pursuant to a [Name of Agreement], dated [ ], by and between the Company and the Representative (the “Agreement”), pursuant to which Representative will [describe Representative’s role], I, the undersigned, certify to the following as an officer of the Representative:

1. [I have read the Company’s policies, including the Code of Ethics and Business Conduct, Suppliers Code of Ethics, Corporate Anti-Corruption Policy, Corporate Anti-Money Laundering Policy, and Corporate Sanctions and Export Controls Policy, and certify that neither I nor, to my knowledge, the Representative, or any person acting for or on behalf of the Representative, have violated the principles set forth in those policies;]
2. Neither the Representative nor, to my knowledge, any director, officer, or employee of the Representative has paid, offered to pay, promised, authorized, or given anything of value, directly or indirectly, to any Public Official (as defined in the Corporate Anti-Corruption Policy, a “Public Official”) corruptly with the purpose of: (1) influencing any official act or decision of a Public Official, (2) inducing any Public Official to do or omit to do any act in violation of a lawful duty, or (3) securing any improper advantage or favor.
3. Neither the Representative nor, to my knowledge, any director, officer, or employee of the Representative has paid, offered to pay, promised, authorized, or given anything of value to any person, while knowing or being aware of a likelihood that such money or thing of value would be paid, offered, promised, authorized, or given to any Public Official for any purpose described in Provision 2 above;
4. Neither the Representative nor, to my knowledge, any director, officer, or employee of the Representative has made, authorized, offered, solicited, or received any bribe, kickback, or other corrupt payment to or from any person in violation of applicable law;
5. To my knowledge, no director, officer, or employee of the Representative is a Public Official, and no Public Official has or will have any direct or indirect legal or beneficial interest in the Representative;
6. Representative is in material compliance with applicable anti-money laundering and combatting the financing of terrorism laws, and does not derive funds from money laundering, drug trafficking, terrorist-related activities, or any crimes which would be predicate crimes to money laundering.
7. Neither the Representative nor, to my knowledge, any director, officer, or employee of the Representative is (1) listed on a sanctions-related list of designated persons, including U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List (“SDN List”), United Nations Security Council Consolidated List, UK Sanctions List, EU Consolidated List; (2) 50% or more owned or controlled by such persons; or (3) organized in or operating from a sanctioned country (including Cuba, Iran, North Korea, Syria, the Crimea region of

Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic); and

8. If subsequent developments cause this Certification to no longer be accurate, the Representative will immediately advise the Company of such change in circumstances.

**For and on behalf of [NAME OF COMPANY]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position/ Title: \_\_\_\_\_

Date Completed: \_\_\_\_\_

## Annex 5 – Standard Compliance Clause Model

It is the policy of Urbaser S.A.U. (together with any subsidiaries, collectively the “Company” or “Urbaser”) that, in doing business anywhere in the world, the Company will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), all applicable anti-money laundering laws, and all applicable customs, export control, anti-boycott, and economic and financial sanctions laws and regulations, including the Export Administration Regulations (15 C.F.R. §§ 730-774) and economic and financial sanctions and trade embargoes imposed, administered, or enforced from time to time by the U.S. government, including those administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”) or the U.S. Department of State (collectively, “Trade Control Laws”). Consistent with this policy, neither the Company nor any person acting on behalf of the Company shall pay, offer, promise, or authorize any unlawful bribe or illicit payment, provide anything of value to any person in violation of the FCPA or any applicable anti-corruption law, or take, solicit, or receive any kickback, bribe, or other corrupt inducement.

Supplier declares and warrants that:

- Neither Supplier nor, to my knowledge, any director, executive or employee will nor has paid, offered to pay, promised, authorized or given anything of value, direct or indirectly, to any party involved in the present Contract with the purpose of obtaining or retaining an improper business advantage or improper influence in their decisions.
- Neither the Supplier nor, to my knowledge, any director, executive, or employee of the Supplier is being or expects to be the subject of any judicial or prosecutorial investigation related to corruption, bribery, money laundering or terrorist financing. Likewise, Supplier declares that neither it nor any person reference in this paragraph has been, is or is expected to be convicted of any of the crimes mentioned before.
- Neither the Supplier nor, to my knowledge, any director, executive, or employee of the Supplier is in a Conflict of Interests situation with any director, executive or employee of Urbaser.
- Neither the Supplier nor, to my knowledge, any director, executive, or employee of the Supplier is subject of any sanctions administered by OFAC, EU or United Kingdom.
- The Supplier does not have any director, executive or employee who is considered a Politically Exposed Person (PEP) who may influence in the Project in such a way that Urbaser or the Supplier obtains any improper advantage through such person.

The Supplier represents and warrants that the information described herein is true and undertakes to notify Urbaser any changes that may occur and cause what is declared in this clause is not true anymore.



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