



# Compliance Obligations

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### A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'neither of us', 'we will both', 'each of us', 'one of us' or 'both of us' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

### 1 Anti-Corruption and Bribery Act Compliance

- 1.1 In connection with any actions or activities associated with the Contract or in connection with the relationship between the both of us, neither of us will engage in any unlawful trade practices or any other practices that are in breach of the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act or any other law that prohibits bribery or similar activity.
- 1.2 We will both not, and will ensure that each of our respective Affiliates, subcontractors and agents will not:
  - (a) either directly or indirectly seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence (each a "**Prohibited Action**"); or
  - (b) fails to establish appropriate safeguards to protect against Prohibited Actions.
- 1.3 We will both, when requested by the other, provide evidence of the steps being taken to avoid Prohibited Actions, including the establishment of anti-corruption policies, practices and/or business controls with respect to Prohibited Actions.

### 2 Export Control and Sanctions

- 2.1 We both agree that any use or transfer of products, services, and technical information (including, but not limited to, technical assistance and training) provided under this Contract must be in compliance with all applicable export controls, economic sanctions and anti-boycott measures as set out by Applicable Law (hereinafter, "**Trade Controls**") including the Trade Controls implemented by the United Kingdom, the United States, the European Union and its member states and you shall not sell, export, or re-export, directly or indirectly, any goods, software or technology supplied under or in connection with this Contract to a person or destination subject to the UK, EU, US or any other applicable sanctions regimes, including but not limited to Russia, Belarus and the occupied regions of Ukraine, where that act would be in breach of these sanctions.
- 2.2 Neither of us will be obliged to engage in any activity that would violate or trigger sanctions or penalties under Trade Controls and we will inform the other if we become aware of a requirement to engage in such activities.
- 2.3 Either one of us may require the other to sign written assurances and other import/export-related documents, and to comply with reasonable requests for information in relation to Trade Controls.
- 2.4 Any breach of this clause shall constitute a material breach of this Contract, and BT shall be entitled to seek appropriate remedies, including, but not limited to termination of this Contract.

### 3 UK Regulatory Compliance

- 3.1 Where a Regulated Service is to be provided within the United Kingdom under the Contract, we will both comply with the applicable regulations or statutes. The terms and conditions, including Charges, for Regulated Services are published on BT's website at <http://www.bt.com/pricing/homepage.htm> and may be amended by BT from time to time. These terms and conditions will govern the provision of any Regulated Services.
- 3.2 BT may, if required in order to comply with any new Applicable Law, modify the Service or amend the terms and conditions, including Charges, and BT will notify you as soon as is commercially practicable of any amendments, including to the Charges, except in the case of Regulated Services where any such changes will be published on BT's website at <http://www.bt.com/pricing/homepage.htm>.
- 3.3 If a legal or regulatory intervention or ruling of any sort prevents the continued provision of a Regulated Service or materially changes the Regulated Service so that it is no longer consistent with the purpose of the Contract, both of us will commence good faith discussions on an alternative Service or on an appropriate migration away from that Regulated Service (where applicable).
- 3.4 Any delay or failure by BT to perform any of BT's obligations under the Contract that is caused by or materially contributed to by a restriction of a legal or regulatory nature that affects, wholly or partly, the provision of the Service, will not constitute a breach of the Contract.

### 4 Non-UK Regulatory Compliance

- 4.1 Where a Regulated Service is to be provided outside of the United Kingdom under the Contract, we will both comply with any applicable tariffs, regulations, or statutes. In the event of changes to any tariffs, regulations or



statutes during the term of any Contract for a Regulated Service, those changes will be effective pursuant to the Applicable Law.

- 4.2 BT may, if required in order to comply with any new or amended Applicable Law, modify the Service or amend the terms and conditions, including Charges, and will notify you as soon as is commercially practicable of any amendments, in accordance with the terms and conditions of the Contract.
- 4.3 If a legal or regulatory intervention or ruling of any sort prevents the continued provision of a Regulated Service or materially changes the Regulated Service so that it is no longer consistent with the purpose of the Contract, both of us will commence good faith discussions on an alternative Service or on any appropriate migration away from that Regulated Service (where applicable).
- 4.4 The delay or failure by BT to perform any of BT's obligations under the Contract that is caused by or materially contributed to by a restriction of a legal or regulatory nature that affects, wholly or partly, the provision of the Service, will not constitute a breach of the Contract.

### 5 Human Rights Compliance

- 5.1 When providing or using the Services, we will both respect internationally recognised human rights, including those set out in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.
- 5.2 We will both, when requested by the other, provide evidence of the steps being taken to respect human rights, including through the implementation of the United Nations Principles on Business and Human Rights and the establishment of human rights-related policies, practices and/or business controls.

### 6 Battery Registration Number

- 6.1 BT's Batteries Producer Registration Number is BPRN00390.
- 6.2 EE's Batteries Producer Registration Number is BPRN02671.

### 7 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this document will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this document):

**"Prohibited Action"** has the meaning given in Paragraph 1.2.

**"Regulated Service"** means:

- (a) in the UK, any Services that are subject to:
  - (i) conditions that are imposed by Ofcom or any other relevant regulatory bodies on BT either specifically or generally under Section 45 of the Communications Act 2003 and any notifications, determinations, directions, decisions and the like related thereto;
  - (ii) a specific ruling against BT under the Competition Act 1998 by Ofcom or other relevant governmental body in the UK; and/or
  - (iii) any formal or informal undertakings or assurances (however described) governing the conduct of BT's electronic communications business, including without limitation the undertakings given by BT to Ofcom under the Enterprise Act 2002, which took effect on 22 September 2005; and
- (b) in locations outside of the UK, any Services that are subject to regulation issued by a regulatory authority within the territory in which the Services are provided having jurisdiction over telecommunications services or any statute applicable to the provision of those Services.