

TOTALENERGIES MARINE FUELS – SUPPLIER’S UNDERTAKING TO COMPLY WITH ANTIBRIBERY AND CORRUPTION AND SANCTIONS LAWS AND REGULATIONS

The seller and/or supplier of marine fuels (“**Seller**”) for TotalEnergies Marine Fuels Pte. Ltd. are required to adhere to and incorporate the following clauses into all sale contracts for the sale of marine fuels by them to TotalEnergies Marine Fuels Pte. Ltd (“**Buyer**”) (the Seller and the Buyer each a “**Party**”, and collectively referred to as the “**Parties**”).

1. ANTI-BRIBERY AND CORRUPTION

1.1. Each Party agrees and undertakes to the other that in connection with any and all Sale and Purchase Agreements between the Parties, it will comply with all applicable laws, rules, regulations, decrees and/or official government orders relating to anti-bribery and anti-money laundering.

1.2. Each Party represents, warrants and undertakes to the other that it shall not, directly or indirectly:

1.2.1. Pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:

- (a) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- (b) an officer or employee of a public international organization;
- (c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- (d) any political party or official thereof, or any candidate for political office;
- (e) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, and

Where such payment, gift, promise or advantage would be for purposes of:

- (i) influencing any act or decision of such PUBLIC OFFICIAL;
- (ii) inducing such PUBLIC OFFICIAL to do or omit to do any act in violation of his or her lawful duties;
- (iii) securing any improper advantage; or
- (iv) inducing such PUBLIC OFFICIAL to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

1.2.2 Each Party, in respect of the relevant Sale and Purchase Agreement(s) and the matters that are the subject of the relevant Sale and Purchase Agreement(s), warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the relevant Sale and Purchase Agreement(s).

1.2.3 The Seller shall cause its PERSONNEL and SUBCONTRACTORS to comply with the obligations set forth in these anti-corruption and bribery undertakings, and to make its

reasonable efforts to warrant the same under the terms of their agreements with any subcontractors. In particular, the Seller shall perform due diligences on all major SUBCONTRACTORS.

- 1.2.4 All financial settlements, billings and reports rendered to the Buyer shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the relevant Sale and Purchase Agreement(s). The Seller also shall maintain adequate internal controls to ensure that all payments made in performance of the relevant Sale and Purchase Agreement(s) are authorized and in compliance with those Agreements.
- 1.2.5 All payments by the Buyer to the Seller shall be made in accordance with the terms of payment specified in the relevant Sale and Purchase Agreement(s). The payment indications notified in the Seller's invoices shall be deemed to constitute a representation and warranty by the Seller that the bank account so notified is owned solely by the Seller and that no person other than the Seller has any ownership of or interest in such account.
- 1.2.6 Each Party represents and warrants that no PUBLIC OFFICIAL or CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL owns or possesses, directly or indirectly, shares or any other beneficial interest in the Party , (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the Party, except for any ownership, interest or position that the Seller has disclosed to the Buyer in writing. The foregoing representation and warranty will continue so long as this Undertaking remains in effect. Each Party agrees to notify the other Party promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a PUBLIC OFFICIAL or CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL owns or acquires, directly or indirectly, shares or any other beneficial interest in the Party, or is or becomes a director, officer or agent of the Party, the Party shall take appropriate steps to ensure that such PUBLIC OFFICIAL or CLOSE FAMILY MEMBER OF A PUBLIC OFFICIAL avoids any conflict of interest, complies with the legislation of the place of delivery, prohibiting conflicts of interest on the part of PUBLIC OFFICIALS and complies with the anticorruption provisions described in clauses 1.2.1, 1.2.2, and 1.2.3 above.

“Public Official” means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

“Close Family Member of a Public Official” means a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member.

- 1.2.7 Either Party may without prejudice to any other rights or remedies it otherwise may have hereunder or at law, including but not limited to damages for breach of the relevant Sale and Purchase Agreement(s), terminate the relevant Sale and Purchase Agreement(s) forthwith upon written notice to the other Party at any time, or to suspend payment and/or require reimbursement of any advance payment made under the

relevant Sale and Purchase Agreement(s) if the other Party is in breach of any of the above representations, warranties or undertakings.

2. **SANCTIONS COMPLIANCE**

- 2.1 The Parties must perform the relevant Sale and Purchase Agreement(s) in compliance with export control and economic sanctions laws or regulations that apply to the Parties.
- 2.2 It is a condition of the relevant Sale and Purchase Agreement(s) that the product delivered by the Seller and purchased by the Buyer shall not be, in all or in part:
- (a) produced in the Russian Federation and/or in the annexed or occupied regions of Ukraine (Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia, hereafter, "**the occupied regions of Ukraine**"), and
 - (b) exported or re-exported from the Russian Federation and/or the occupied regions of Ukraine; and
 - (c) loaded in or transported from the Russian Federation and/or the occupied regions of Ukraine.

If Seller fails to provide the proof of the origin of the product to Buyer within a reasonable time of Buyer's request, Buyer shall have the right to suspend its obligation to take delivery of the product pending such proof being provided.

- 2.3 Neither Party shall be obliged to perform any obligation under the relevant Sale and Purchase Agreement(s) if this would not be compliant with, in violation of, inconsistent with, or expose a Party to punitive measures under any laws, regulations applicable to the Parties relating to export control and/or economic sanctions. In this event, such party (the "**Affected Party**") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given the Affected Party may either: (i) suspend the performance of the affected obligation under the relevant Sale and Purchase Agreement(s) until the Affected Party may lawfully discharge such obligation or; (ii) terminate the relevant Sale and Purchase Agreement(s) where the Affected Party may not lawfully discharge such obligation without possibility for the other Party to claim any compensation rights provided for by the relevant Sale and Purchase Agreement(s).