

**Agreements with Business Partner (suppliers, Business Partners, agents, intermediaries, etc.)****Article [X]- ETHICS AND COMPLIANCE**

The **Business Partner** declares and warrants to **Starboard Holdings, LTD Inc.** that, as of the date of the Agreement, it has not been convicted of any acts of corruption or influence peddling.

The **Business Partner** undertakes, for the duration of the Contract, to :

- act in all circumstances with integrity, probity and in compliance with the laws and regulations in force and comply with the Starboard and Onboard Supplier Code of Conduct attached to this Contract, of which it has full knowledge;
- not give, offer or promise to, solicit or accept from anyone, on its own behalf or on behalf of a third party, any undue advantage (gift, donation, invitation, remuneration, or anything of value), with a view to inducing a person (including a "**Public Official**"):
  - to perform, or refrain from performing, an act in the course of his or her duties or facilitated by his or her duties (or to reward that person for performing or failing to perform an act in the course of his or her duties or facilitated by his or her duties);
  - to abuse real or supposed influence in order to obtain a favorable decision issued by a public authority (or to pay that person for having abused his real or supposed influence);
- notify **Starboard Holdings, LTD Inc.** immediately of any acts or suspicions of corruption or influence peddling occurring in the performance of the Contract and of which it has knowledge.

In the event of breach of the commitments stipulated in this clause, or if Starboard has reasonable grounds to believe that the **Business Partner** has committed an act of corruption or influence peddling, **Starboard Holdings, LTD Inc.** can immediately, without delay and without compensation for the Business Partner, terminate the Contract. No indemnity or compensation of any nature will be due, and the **Business Partner** undertakes to indemnify **Starboard Holdings, LTD Inc.** for all damage, penalties, costs and liabilities resulting from, or in relation to, any breach of the present clause.

**Article [X]- PREVENTION OF CONFLICTS OF INTEREST**

For the purposes of this Contract, a conflict of interest is any situation in which the interests pursued by the **Business Partner** interfere, are likely to interfere, or appear to interfere, with the interests of **Starboard Holdings, LTD Inc.** (hereinafter the "**Conflict of Interest**").

The **Business Partner** declares and guarantees to **Starboard Holdings, LTD Inc.** that, as of the date of the Contract, it is not aware of, nor does it have or maintain, any personal or professional relationship that would place it in a situation of Conflict of Interest.

For the duration of the Contract, the **Business Partner** undertakes to notify in writing **Starboard Holdings, LTD Inc.** without delay, of any situation of Conflict of Interest.

In the event of breach of the commitments stipulated in this clause, **Starboard Holdings, LTD Inc.** can immediately, without delay and without compensation for the Business Partner, terminate the Contract. No indemnity or compensation of any nature will be due, and the **Business Partner** undertakes to indemnify **Starboard Holdings, LTD Inc.** for all damage, penalties, costs and liabilities resulting from, or in relation to, any breach of the present clause.

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<sup>1</sup> For purposes of this Contract, the term "**Public Official**" means, but is not limited to, any person engaged in public service, any person holding a legislative or administrative office, whether elected or appointed, any person employed by a state, federal, state or local government an authority or agency or any government-owned or controlled public entity or enterprise, any employee of a public international organization, any political party, any candidate for public office, any member of a royal or ruling family, and any employee of the government or the courts of law, and any person acting on behalf of such person.