

Integrity Compliance Agreement

Both Parties agree that this Agreement forms an integral part of the Contract concluded between both Parties, and are willing to abide by it.

I. Definition of Public Officials

The "Public Officials" in this Agreement shall include but not be limited to the follow personnel of other companies:

(1) Government officials, employees and representatives, as well as the personnel acting on behalf of the government or authorized by the public authority;

(2) Officials, employees and representatives of international organizations;

(3) Officials, employees and representatives of political organizations exercising public power, or royals;

(4) Officials of public enterprises directly or indirectly controlled or exerted decisive influence by the government.

II. Abide by the Laws for Anti-corruption

Party B hereby declares, warrants and undertakes that Party B and its affiliates, subsidiaries, directors, senior management, employees, agents, consultants, contractors, trustees, ultimate beneficiaries and shareholders, as well as all individuals and interested Parties acting directly or indirectly on behalf of Party B, in connection with the activities or transactions agreed herein,

have never violated, will not violate or cause Party A to violate the *Criminal Law of the People's Republic of China*, the *United Nations Convention against Corruption (UNCAC)*, the *Convention on Combating Bribery of Foreign Officials in International Business Transactions of Organization for Economic Co-operation and Development*, and the laws, regulations and rules for anti-corruption, anti-fraud, anti-collusion and anti-unfair competition in the countries where they operate (collectively referred to as the "Anti-corruption Laws"). Party B hereby declares, warrants and undertakes that: Party B and its affiliates, directors, senior management, employees, agents, consultants, contractors, trustees, ultimate beneficiaries and shareholders, as well as all individuals and interested Parties acting directly or indirectly on behalf of Party B, have never acted and will never act as follows:

(I) Grant or undertake to grant any benefits to the public officials, individuals or entities for the following purposes:

1. The act or decision that unduly affects the public officials;
2. Induce public officials to breach their statutory duties, acting or omission;
3. Induce public officials to influence the acts or decisions of the government or its departments directly through their personal influence or through their influence on the domestic or foreign government or its departments;

4. Assist Party B, Party A or the affiliated parties of Party A to improperly acquire or maintain business opportunities or help them to obtain improper advantages.

(II) Grant or undertake to grant any benefits to individuals for the following purposes, no matter the individuals are public officials or not:

1. The intention to cause the individuals to unduly perform his or her duty or obligation;

2. Know or believe that the individuals' acceptance of the benefits constitutes an unduly performance of their duties or obligations.

III. Continuing Obligations

Party B hereby declares and warrants that: Party B and its affiliates, directors, senior management, employees, agents, consultants, contractors, trustees, ultimate beneficiaries and shareholders, as well as all individuals and interested Parties acting directly or indirectly on behalf of Party B, will observe relevant regulations of the Anti-corruption Laws during the term of this Agreement.

IV. Participation of Public Officials

Except for the situation disclosed to Party A, all the current senior management, directors, ultimate beneficiaries, shareholders (excluding shareholders of listed companies) and

employees of Party B are not public officials, and the same for their immediate family members; If the above-mentioned senior management, directors, ultimate beneficiaries, shareholders or employees are found to be public officials, Party B shall notify Party A within a reasonable time.

V. No Private Funds

During the term of this Agreement, Party B shall not establish or maintain the secret or off-balance-sheet funds, accounts or assets for the purpose of accepting payments or facilitating other actions prohibited by the Anti-corruption Laws, whether or not they are related to the transactions to be carried out as per this Agreement.

VI. Compliance Statement

After the signing of this Agreement, Party B shall provide the annual Compliance Statement to prove its compliance with Anti-corruption Laws.

VII. Compensation

Party B undertakes that: Party A and its representatives, senior management, directors, employees and shareholders shall not be liable for the losses and consequences caused by Party B's breach of the Anti-corruption Statements, Guarantees and Commitments stipulated in this Agreement, including but not limited to fines, liquidated damages or financial losses of the above individuals or interested Parties.

VIII. Right of Termination

According to reliable sources, including but not limited to the statements of Party B or the news reports from legitimate sources, if Party A believes that Party B has materially violated its relevant statement, warranty and commitment in this Annex regarding compliance with the Anti-corruption Laws, Party B shall be deemed to have materially violated this Agreement. Whether Party B is convicted or otherwise punished for violating the Anti-corruption Laws or not, Party A shall have the right to terminate this Agreement without paying a penalty or compensation to Party B.

IX. Right of Audit

Party B shall keep all necessary records to prove its compliance with the provisions of this Agreement. Party B agrees that, upon the prior notice from Party A, Party A or the auditing firm designated by Party A may review or audit the accounting books and records of Party B related to the performance of this Agreement. The review or audit of the aforementioned accounting books and records by Party A and its designated auditing firm shall be strictly limited to the work scope described in this Agreement, and shall be solely for the purpose of compliance review. The review expenses listed in this Article shall be borne solely by Party A.

X. Expenses

All costs and expenses incurred by Party B in fulfilling its obligations as stipulated in this Agreement shall be borne by Party B, except those agreed upon by Party A in advance.

XI. Notice of Investigation

Party B agrees to notify Party A immediately if it finds that it is being investigated by law enforcement or regulatory authorities, government agencies, international organizations, stock exchanges or non-governmental organizations for its actions related to this Agreement; Besides, if Party B finds that it is being investigated by law enforcement or regulatory authorities, government agencies, international organizations, stock exchanges or non-governmental organizations for violation of the Anti-corruption Laws, Party B shall notify Party A immediately regardless of whether the investigation is relevant to this Agreement.

Consulting and Reporting E-mail Address:
integritycompliance@crcc.cn.

PARTY A : CHINA CIVIL ENGINEERING
CONSTRUCTION ORPORATION BALKAN OGRANAK
BEOGRAD

SIGNATURE AND SEAL: _____

DATE: _____

NAME: _____

TITLE: _____

PARTY B: **GAT DOO NOVI SAD**

SIGNATURE AND SEAL: _____



DATE: 06.07.2022.

NAME: Miloš Orbović

TITLE: Deputy Director