

## **SCHEDULE O**

### **ANTI-BRIBERY/ANTI-CORRUPTION REPRESENTATIONS, WARRANTIES AND COVENANTS**

These anti-bribery/ anti-corruption terms and conditions ("Terms") constitute an agreement between MoneyGram Payment Systems, Inc. ("Customer") and you ("you" or "Supplier") related to your provision of Goods and/or Services to Customer. Terms capitalized herein but undefined shall have the definitions assigned them in the master services agreement executed by and between Customer and the Supplier.

- A. Supplier makes the following additional representations and warranties to Customer with the understanding that Customer is relying on them in entering into this Agreement, and further covenants that:
- (i) Supplier has not and will not offer, promise, make, or authorize the offering, promising, or making of any payment or transfer of anything of value (including cash or cash equivalents), directly or indirectly (1) to any person who is a Governmental Official ("**Government Official**", as defined below in B or (2) to any other person or entity ("**Commercial Party**", as defined in B) for the purpose of seeking improper action, inaction, influence, benefit, or undue advantage from such Government Official or Commercial Party in order to benefit Customer's business;
  - (ii) except as disclosed to Customer, no Government Official has any legal or beneficial interest, direct or indirect, in Supplier or any payment to be made by Customer to Supplier under this Agreement;
  - (iii) except as disclosed to Customer, neither Supplier nor any shareholder, director, officer, employee who will be involved in the performance of services for Customer or agent of Supplier is a Government Official;
  - (iv) Supplier has adopted and will maintain during the term of this Agreement an anti-corruption policy (or Customer's Anti-Bribery/Anti-Corruption Policy) which, at a minimum, prohibits the direct or indirect offer, authorization, or payment of money or anything of value to secure an undue advantage or improperly influence a Government Official or Commercial Party, and otherwise provides controls to assure compliance with the warranties contained in this Section and the keeping of accurate and complete books, records, and accounts of its activities hereunder;
  - (v) Supplier agrees that, if subsequent developments cause the representations and warranties made herein to no longer be accurate or complete, Supplier will immediately so advise Customer in writing and will cooperate with Customer to mitigate any risks that may arise from such subsequent development;
  - (vi) Supplier agrees that the Agreement is subject to immediate termination in the event that Supplier breaches the representations identified in this Section. Customer shall also have the right to withhold any payments that would otherwise be due to Supplier pending investigation of any allegations or information suggesting a possible breach, and to recover any monies paid to Supplier in the event it is determined such monies have been used in contravention of this **Schedule O**; and

- (vii) Customer shall have the right to inspect and audit the books, records, and accounts of Supplier relating to this Agreement for the purpose of verifying compliance with the terms of this **Schedule O**, and to make copies (at its expense) of any such documents. Supplier shall cooperate with such inspection and audit, including making its personnel available to Customer to provide explanations of the books, records, and accounts of Supplier.

B. For purposes of this **Schedule O**,

- (i) a Government Official includes: (1) officers and employees of any government department, agency, commission, bureau, or authority, at any level of government (national, state or provincial, regional, or local), whether they are elected, career employees, or political appointees; (2) legislators and judges; (3) any persons acting in an official capacity on behalf of a government department, agency, or instrumentality; (4) officers and employees of entities that are owned or controlled by a government department, agency, or instrumentality; candidates for political office; (5) officers and employees of a political party, as well as the political party as an institution/entity; (6) officers and employees of any Public International Organization (an institution established by the national governments of sovereign countries, including but not limited to inter-governmental organizations); and (7) anyone else treated as a government official under any applicable local law or regulation; and
- (ii) a Commercial Party includes: any company, organization, or commercial entity whose personnel do not qualify as “**Government Officials**,” including any employee, agent, trustee, or fiduciary of such party.