**ANTI-CORRUPTION COMPLIANCE AGREEMENT**

**反腐败合规性协议**

SELLER will perform all services for The Procter & Gamble Company, affiliates and subsidiaries (collectively “P&G”) pursuant to any arrangement between SELLER and P&G in compliance with this agreement (“ANTI-CORRUPTION COMPLIANCE AGREEMENT”) made and entered into between P&G and SELLER.

卖方将会依据符合本协议（由宝洁和卖方之间订立的“反腐败合规性协议”）所约定的卖方和宝洁之间的任何安排，为所有宝洁公司、关联方和附属公司（统称“宝洁”）履行所有服务。

In recognition of the continuous joint efforts to eliminate unnecessary transaction costs to P&G and SELLER, SELLER, as partial consideration for P&G Purchase Orders (“PO”), acknowledges and agrees that the terms of this ANTI-CORRUPTION COMPLIANCE AGREEMENT are incorporated by reference into POs issued by P&G to SELLER.

为认可以消除宝洁和卖方不必要的交易费用的一直以来的共同努力，卖方确认并同意通过提述的方式将本反腐败合规性协议的条款纳入至宝洁签发予卖方的采购订单之中，以作为宝洁采购订单（“采购订单”）的部分对价。

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**反腐败合规性**

SELLER will and will cause any person or entity acting on its behalf to fully comply with all applicable governmental, legal, regulatory and professional requirements, including but not limited to anti-money laundering, anti-corruption and anti-bribery laws (including, without limitation, the Foreign Corrupt Practices Act, the UK Bribery Act and Proceeds of Crime Act, and commercial bribery laws) (collectively "LAWS"). In addition to any other measures necessary to comply with LAWS as described above, SELLER will not and will ensure that any person or entity acting on its behalf will neither (i) offer to pay, pay, promise to pay, or authorize the payment of money or anything of value nor (ii) give or offer any “facilitating” or “grease” payments (i.e. payments given or offered in order to expedite or secure the performance of a routine government action) whether or not those payments may be considered lawful under the applicable anti-bribery laws to any (a) officer, employee or any person acting in an official capacity for or on behalf of a government or an entity owned or controlled by a government, or of a public international organization; or (b) political party or their officials; (c) candidate for a political office (“PUBLIC OFFICIAL”) in order to influence any act or decision of the PUBLIC OFFICIAL in his or her official capacity or to secure any other improper advantage in order to obtain or retain business or obtain any other business advantage.

卖方将完全遵守并将促使代表其行事的个人或实体完全遵守所有适用政府、法律、法规和专业要求，包括但不限于反洗钱、反腐败和反贿赂法律（包括但不限于《反海外腐败法》、英国《反贿赂法》、《犯罪所得法》以及商业贿赂法律）（统称“法律”）。除采取上述对遵守法律属必要任何其他措施外，卖方不会并将确保代表其行事的任何个人或实体不会向任何 (a) 政府或政府所有或控制的实体或公共国际组织的官员、员工或以公职身份为或代表其行事的任何人士；或 (b) 政党或政党官员；(c) 政治职位候选人（“公职人员”）(i) 提议支付、支付、承诺支付或授权支付金钱或任何有价值的物品，亦不会 (ii) 给予或提供任何“疏通费”或“润滑金”（即为加快或保证政府常规行为的执行而给予或提供的款项），以影响公职人员以公职身份做出任何行为或决定，或取得任何其他不正当优势，以获得或保留业务或取得任何其他业务优势。

If there is a conflict between this ANTI-CORRUPTION COMPLIANCE AGREEMENT and any of SELLER’s or P&G’s purchase orders, releases, delivery schedules, invoices, general terms and conditions of trade, other similar preprinted forms or any other signed agreement between SELLER and P&G that purport to govern the same matter as set forth in this ANTI-CORRUPTION COMPLIANCE AGREEMENT, then this ANTI-CORRUPTION COMPLIANCE AGREEMENT prevails.

如果本反腐败合规性协议与任何卖方或宝洁的采购订单、发放单、交货时间表、发票、贸易的一般条款和条件、其他类似的预先印好的表格或卖方与宝洁之间任何其他经签署的协议（意在管理本反腐败合规性协议所载列的相同事项）之间存在冲突，概以本反腐败合规性协议为准。

ACCEPTED:

已接受：

**Supplier Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(”SELLER”)

**供应商名称：**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_（“卖方”）

**By [Signature]:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**签署人 [签名]：** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**正楷姓名：** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**日期：** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_