



Third Party Intermediary Anti-Corruption and Compliance Contractual Clauses

Anti-Bribery and Corruption:

[VENDOR] acknowledges and understands Coupang's Global Anti-Bribery and Corruption Policy available at ethics.coupang.com. [VENDOR]'s performance and its service providers and suppliers shall comply with all relevant Anti-Corruption laws and regulations, including but not limited to: (a) the criminal laws of the Republic of Korea; (b) the US Foreign Corrupt Practices Act (FCPA); (c) the UK Bribery Act; (d) other applicable laws in the jurisdictions in which Company does business including but not limited to those of People's Republic of China, India, and Taiwan; and (e) multilateral measures, such as the OECD Anti-bribery Convention .

[VENDOR] agrees that in connection with its activities under this Agreement, neither the [VENDOR], nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence, payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value, to any Public Official or political party in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a Public Official, or induce a Public Official to perform or refrain from performing any act in breach of his/her legal duties.

Sanctions:

The [VENDOR] represents and warrants to Company that the [VENDOR] has not and will not take any action that would violate, or cause Company to violate, any sanctions or embargo prohibitions under the laws of the Republic of Korea, the United States of America, the European Union, India, PRC, Taiwan, or the United Nations (collectively, "Sanctions"), and further represents and warrants that neither [VENDOR] nor any entity that owns, directly or indirectly, 50% or more of [VENDOR] is itself subject to Sanctions. Nor will the [VENDOR] offer for sale or provide services for any product that is made in or imported from a country that is subject to comprehensive United States sanctions, including but not limited to Sanctions against countries such as Iran, without prior written notice to and written approval from Company.

The [VENDOR] represents and warrants to Company that the [VENDOR] has not and will not sell or provide services for any product, the export of which to Republic of Korea/India/ PRC/Taiwan would violate, or cause the Client to violate, the export control laws of the country in which the item was produced or from which it was exported to Republic of Korea/India/PRC/Taiwan or any applicable United States or Korea, India, PRC or Taiwan export or re-export control laws or regulations.

Audit rights:

Subject to Applicable Law, [VENDOR] shall maintain a complete audit trail and maintain records and supporting documentation of all financial and non-financial transactions relating to this Agreement for a period of the Term plus no less than five (5) years after termination or expiry of this Agreement.

Company and its internal and external auditors, inspectors, regulatory authorities and such other representatives as it may designate from time to time (together, the "Auditors"), may perform audits and inspections of [VENDOR] and any subcontractors (including resources, systems, infrastructure, premises, practices and procedures, and reasonable financial and operational records) relevant to the performance of [VENDOR]'s obligations under this Agreement.



[VENDOR] shall, and shall ensure that subcontractors, provide all reasonable assistance and cooperation to Company and Auditors in conducting any audits and/or investigations related to non-compliance to Company policies or applicable laws and regulations.

Where an audit or inspection reveals that [VENDOR] is not complying with any obligation under this Agreement, then if requested by Company, [VENDOR] shall take, and shall ensure that subcontractors take, such actions as are necessary to promptly remedy the non-compliance or to mitigate the risks. In case the non-compliance causes any loss or damage to Company, [VENDOR] shall indemnify Company.

Subcontracting and Assignment:

[VENDOR] may not subcontract or assign or transfer any of its rights, benefits, liabilities, or obligations under this Agreement, whether in whole or in part, to any third party without the prior written consent of Company. Company shall be entitled, in its sole discretion, to review the qualifications of any subcontractors of the [VENDOR] and to reject any proposed subcontractor that Company reasonably considers is not qualified to perform obligations under the Agreement. [VENDOR] shall remain fully responsible for ensuring compliance with this Agreement notwithstanding any permitted subcontracting and shall remain fully liable for the acts and omissions of any of its permitted subcontractors or any employees of such subcontractors.

In the event that Company permits the use of a subcontractor, such subcontractor shall agree, in writing, that in performance of activities in connection with this Agreement, neither the subcontractor, nor any of its agent, affiliate, family member or relative, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any improper payment, bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office to gain any unfair advantage, or influence any act or decision of a government official for or on behalf the Company.

Annual Certification:

[VENDOR] may be required to submit a certification to Company on an annual basis to confirm that [VENDOR] understands and will comply with the terms of this Agreement and Company's Anti-Bribery and Corruption Policy during the term of this Agreement.