



Compliance Obligations

Contents

A note on 'you'	2
1 Anti-Corruption and Bribery Act Compliance.....	2
2 Export Control and Sanctions.....	2
3 UK Regulatory Compliance.....	2
4 Non-UK Regulatory Compliance.....	2
5 Human Rights Compliance	3
6 Battery Registration Number	3
7 Defined Terms	3

A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

Phrases that refer to 'neither of us', 'we will both', 'each of us', 'one of us' or 'both of us' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

1 ANTI-CORRUPTION AND BRIBERY ACT COMPLIANCE

- 1.1 In connection with any actions or activities associated with the Contract or in connection with the relationship between the both of us, neither of us will engage in any unlawful trade practices or any other practices that are in breach of the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act or any other law that prohibits bribery or similar activity.
- 1.2 We will both not, and will ensure that each of our respective Affiliates, subcontractors and agents will not:
 - (a) either directly or indirectly seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence (each a "**Prohibited Action**"); or
 - (b) fails to establish appropriate safeguards to protect against Prohibited Actions.
- 1.3 We will both, when requested by the other, provide evidence of the steps being taken to avoid Prohibited Actions, including the establishment of anti-corruption policies, practices and/or business controls with respect to Prohibited Actions.

2 EXPORT CONTROL AND SANCTIONS

- 2.1 We will both comply with all laws and regulations that apply to our respective activities under the Contract and, specifically, BT will not be obliged to provide Services and/or Equipment, or engage in any other activity, that would violate Applicable Law including US export control and sanction laws.
- 2.2 Each of us acknowledges that Purchased Equipment, technical information and Services provided under the Contract may be subject to export laws and regulations of other countries and any use or transfer of such Purchased Equipment, technical information and Services must be in compliance with all Applicable Law and international trade sanctions.
- 2.3 If requested by one of us, the other agrees to sign written assurances and other import/export-related documents as may be required to comply with all applicable import/export regulations.

3 UK REGULATORY COMPLIANCE

- 3.1 Where a Regulated Service is to be provided within the United Kingdom under the Contract, we will both comply with the applicable regulations or statutes. The terms and conditions, including Charges, for Regulated Services are published on BT's website at <http://www.bt.com/pricing/homepage.htm> and may be amended by BT from time to time. These terms and conditions will govern the provision of any Regulated Services.
- 3.2 BT may, if required in order to comply with any new Applicable Law, modify the Service or amend the terms and conditions, including Charges, and BT will notify you as soon as is commercially practicable of any amendments, including to the Charges, except in the case of Regulated Services where any such changes will be published on BT's website at <http://www.bt.com/pricing/homepage.htm>.
- 3.3 If a legal or regulatory intervention or ruling of any sort prevents the continued provision of a Regulated Service or materially changes the Regulated Service so that it is no longer consistent with the purpose of the Contract, both of us will commence good faith discussions on an alternative Service or on an appropriate migration away from that Regulated Service (where applicable).
- 3.4 Any delay or failure by BT to perform any of BT's obligations under the Contract that is caused by or materially contributed to by a restriction of a legal or regulatory nature that affects, wholly or partly, the provision of the Service, will not constitute a breach of the Contract.

4 NON-UK REGULATORY COMPLIANCE

- 4.1 Where a Regulated Service is to be provided outside of the United Kingdom under the Contract, we will both comply with any applicable tariffs, regulations, or statutes. In the event of changes to any tariffs, regulations or statutes during the term of any Contract for a Regulated Service, those changes will be effective pursuant to the Applicable Law.

- 4.2 BT may, if required in order to comply with any new or amended Applicable Law, modify the Service or amend the terms and conditions, including Charges, and will notify you as soon as is commercially practicable of any amendments, in accordance with the terms and conditions of the Contract.
- 4.3 If a legal or regulatory intervention or ruling of any sort prevents the continued provision of a Regulated Service or materially changes the Regulated Service so that it is no longer consistent with the purpose of the Contract, both of us will commence good faith discussions on an alternative Service or on any appropriate migration away from that Regulated Service (where applicable).
- 4.4 The delay or failure by BT to perform any of BT's obligations under the Contract that is caused by or materially contributed to by a restriction of a legal or regulatory nature that affects, wholly or partly, the provision of the Service, will not constitute a breach of the Contract.

5 HUMAN RIGHTS COMPLIANCE

We will both comply with the International Human Rights Standards, when providing or using the Services.

6 BATTERY REGISTRATION NUMBER

- 6.1 BT's Batteries Producer Registration Number is BPRN00390.
- 6.2 EE's Batteries Producer Registration Number is BPRN02671.

7 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this document will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this document):

"International Human Rights Standards" means the legal instruments and rights as further described in Principle 12 of the UN Guiding Principles on Business and Human Rights. You can find the UN Guiding Principles on Business and Human Rights at: http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

"Prohibited Action" has the meaning given in Paragraph 1.2.

"Regulated Service" means:

- (a) in the UK, any Services that are subject to:
 - (i) conditions that are imposed by Ofcom or any other relevant regulatory bodies on BT either specifically or generally under Section 45 of the Communications Act 2003 and any notifications, determinations, directions, decisions and the like related thereto;
 - (ii) a specific ruling against BT under the Competition Act 1998 by Ofcom or other relevant governmental body in the UK; and/or
 - (iii) any formal or informal undertakings or assurances (however described) governing the conduct of BT's electronic communications business, including without limitation the undertakings given by BT to Ofcom under the Enterprise Act 2002, which took effect on 22 September 2005; and
- (b) in locations outside of the UK, any Services that are subject to regulation issued by a regulatory authority within the territory in which the Services are provided having jurisdiction over telecommunications services or any statute applicable to the provision of those Services.