

## Exhibit A

### Ethical Business Practices

1 The Parties agree and acknowledge that they shall at all times comply with any and all applicable laws and regulations including, without limitation, Lag om Krigsmateriel (SFS1992:1300) (the export laws of Sweden), the US International Traffic in Arms Regulations (22 CFR 120-130), and any other similar applicable legislation in Customer country, Sweden and the United States and Anti-Corruption Law as defined as follows. Anti-Corruption Law includes

- a) The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, 1997 ("OECD Convention")
- b) The Foreign Corrupt Practices Act of the United States of America ("FCPA")
- c) Any other United States Federal or State Law governing public corruption
- d) The United Kingdom Bribery Act of 2010, as amended
- e) Any Swedish or Customer country law which prohibits the conferring of any gift payment, or other benefit on any person or any office, employee, agent, or adviser of such person; and
- f) Any Swedish or Customer country law which is broadly equivalent to the FCPA and/or other US or State law governing public corruption, or was intended to enact the provisions of the OECD Convention, or which has as its objective the prevention of corruption.

The Parties also acknowledge that neither Party has received any notice or other communication, official or otherwise, from any court, tribunal, arbitrator or public body with respect to an alleged, actual, or potential violation and/or failure to comply with any Anti-Corruption Law, or requiring it to take or omit any action.

Each Party shall in performing work under this Contract comply with its national legislation concerning its employees' work and employment conditions. Such work and employment conditions shall, as a minimum, be compatible with the following International Labour Organisation's (ILO) conventions:

- i) Minimum Age for Admission to Employment (No 138);
- ii) Abolition of the Worst Forms of Child Labour (No 182);
- iii) Abolition of Forced or Compulsory Labour (No 29 and 105) and protocol of 2014 (PO29);
- iv) Equal remuneration for Men and Woman Workers for Work of Equal Value (No 100);
- v) Freedom of Association and Protection of the Right to Organize and Collective Bargaining (No 87 and 98);
- vi) Workers Representatives Convention (No 135).

Each Party shall ensure that the work delivered under the Purchase Order are produced in

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Denna handling och dess innehåll är BAE Systems egendom och får inte utan skriftligt medgivande kopieras, delges tredje man eller användas för annat än avsett ändamål.

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conditions where the following ILO Conventions are upheld:

- i) Hours of Work (Industry) (No 1)
- ii) Hours of Work (Commerce and Offices) (No 30)
- iii) Minimum Wage Fixing (No 131)
- iv) Occupational Safety and Health (No 155)

Each Party shall observe the principles of the UN Global Compact Initiative, which can be found at <https://www.unglobalcompact.org/what-is-gc/mission/principles>.

If at any time during the term of this Contract the representations or warranties made under this Exhibit A become materially inaccurate, the parties agree to provide prompt notice to the other Party and to keep the other Party fully informed of the circumstances and events giving rise to that change in accuracy.

BAE Systems considers ethical behavior as a key parameter in its business. In furtherance of this, BAE Systems has adopted a Code of Conduct which sets out the standards and principles, including a policy of zero tolerance of any form of corruption, the detailed Code of Conduct can be found at <http://www.baesystems.com/en/our-companies/our-businesses/platforms-and-services/locations/sweden/weapon-systems-sweden-supplier-network>. It is expected and encouraged that the Customer embraces ethical values of a comparable standard including a method for reporting possible violations if such method is permissible under the national jurisdiction.

A Party that has materially breached the certification stated in this Exhibit A (Breaching Party) shall, promptly upon demand, indemnify and hold the injured party harmless from any claims, losses, liabilities, damages, taxes, penalties, and/or expenses, (including reasonable attorneys' fees and expenses) which the injured party may incur as a result of any material breach on the part of the Breaching Party of the certifications stated herein.

1. Each Party agrees to represent, warrant, covenant, and agree to the following with respect to the contemplated work under this Contract or in connection with its related activities:

- a) Each Party's directors, officers and employees shall comply with Anti-Corruption Law, and have not been, are not and will not be in breach of any Anti-Corruption law that is applicable to the activities contemplated herein that prohibits bribes and/or conferring any improper gift, payment, or other benefit on any person or any officer, employee, agent or adviser for such person.
- b) Each Party Warrants that it has not made or offered, and that it will not make or offer, with respect to the matters which are subject to this Contract any payment, gift, promise or other advantage whether directly or through intermediaries, to or for the use of any public official (ie. Any person holding a legislative administrative, or judicial office, including any person exercising a public function for a public agency, a public enterprise, or a public international organization), or any other third party, where such payment, gift, promise, or advantage would violate any applicable laws. Any breach of this provision shall be deemed an irreparable breach giving rise to the right of the

non-breaching Party to terminate this Contract immediately at any time, in accordance with clause 12.3, without any liability on the part of the non-breaching Party.

- c) Each Party shall defend, indemnify. And hold the other Party harmless from and against all claims by any third party, including damages, losses, penalties, costs, and/or expenses, arising from or related to the subject matter of any breach by such Party of this warranty.
- d) The Party shall immediately notify the other Party in writing if it, or any of its owners, partners, members, directors, officers, employees, shareholders, or agents, commits a violation of any Anti-Corruption Law.

2. Whether acting alone or with others, both Parties undertake that they will not do any of the following:

- a) Induce an employee of either Party to make any concession, or alter any of requirements of the Contract in return for any gift, money or other inducement; nor
- b) Pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue or execution of this Contract.