

## Impactiva-Supply Chain Partners Terms of Engagement

THIS Term of Engagement is made in \_\_\_\_\_ on \_\_\_\_\_

BETWEEN:

IMPACTIVA, S. de R. L. a company incorporated in Panama whose registered office is at Torre Banco General 21<sup>st</sup> floor, c/ Aquilino de la Guardia, P.O. Box 55-1450, Panama, Republic of Panama, duly empowering for this act Mr. Jose R. Suarez (hereinafter "IMPACTIVA") and

\_\_\_\_\_ a company incorporated in \_\_\_\_\_ whose registered office is at \_\_\_\_\_, duly empowering for this act \_\_\_\_\_ (hereinafter the "Partner"); and

### THE ABOVE PARTIES AGREE to the following:

Whereas Impactiva provides quality control services to a Customer at the Partner's site, the following Terms of Engagement are meant to clarify the key points of the relationship between both parties:

#### 1.1 No Gift Policy

- a) In trying to maintain its tradition of being a corruption-free Company, Impactiva has introduced a "No Gift Policy" for its staff and Partners effective July 1, 2007. This means that Impactiva staff is instructed not to receive any gifts or free entertainment, no matter how small, from its Partners.

This "No Gift Policy" includes paying Impactiva staff for the performance of work not related to Impactiva's customers.

If for practical reasons, the Partner is providing temporary housing or meals to Impactiva staff, Impactiva is obligated to pay said Partner competitive market rates for the providing of said housing/meals.

Temporary housing will be provided: Yes or No

If yes at a rate of \_\_\_\_\_ / month

Meals will be provided: Yes or No

If yes at a rate of \_\_\_\_\_ / meal

**Our Partner hereby agrees that if they ever learn about any Impactiva Team Member not following our "No Gift Policy", they will immediately inform Impactiva's Managing Director at the following hotline: [managingdirector@impactiva.com](mailto:managingdirector@impactiva.com)**

- b) The Partner understands and hereby confirms that it will strictly abide by such a "No Gift Policy". Said policy is meant to safe guard the quality and integrity of Impactiva's work and consequently the fulfillment of our mutual objective, "the shipping of quality products to our mutual Customer".

The Partner understands that Impactiva can not and will not accept a Partner's excuse of having paid a gift, meal, transport or entertainment because "this is how we treat a guest in our culture". The Partner understands that if any of Impactiva's Team Members is found to have received a gift, free meal, free drink, free housing or any other type of free entertainment from a Partner, no matter how small the amount may be, that Impactiva will BE FORCED to immediately terminate its relationship with any staff caught in

said wrongful actions. At all times, Impactiva Team Members must pay MARKET PRICES for any services they receive whether it's a meal, drink, housing or transport. Failure for an Impactiva staff not to pay MARKET PRICES will mean their immediate permanent dismissal from Impactiva. Thus, we ask the Partner to refrain from any such kindness, as otherwise it WILL result in an Impactiva Team Member being permanently dismissed from our Company.

- c) Impactiva has pledged to vigorously fight corruption as it is the cancer which destroys the effective and efficient functioning of businesses, supply chains and nations.