

New Customer Application Form

Check the PMI company/s you are applying to:



To qualify as a PMI company customer, you must fill out this application and return it, with the necessary proof of distributorship, as described in item #1 below. Orders shipped can be paid for by: Visa, MasterCard, Discover, American Express, company check, or wire transfer upon approval.

Distributor Jobber/Dealer Retail/End User

Date: ____ / ____ / ____ Customer Number: _____

1. **IMPORTANT - Your application can not be approved without the following:**

- A) Copy of your state resale business license or your vendors license.
- B) Copy of an invoice from a present supplier in the recreational or automotive field. *(Include terms of payment)*
- C) A photo of your present facility. *(Photos can be emailed - See contact info at bottom of form)*
- D) Sign and return compliance policy letter.

2. Name of Business: _____ Country: _____
(Always place your orders and pay under this name)

Billing Address:

3. Street: _____ City: _____ State: _____ Zip Code: _____

Shipping Address:

Street: _____ City: _____ State: _____ Zip Code: _____

4. Business Phone: (____) _____ Fax: (____) _____ E-Mail: _____
(includes subscription to bi-monthly newsletter)

5. Owner's Name: _____ Home Phone: (____) _____

6. Contact Person: _____ Accounts Payable Person: _____

7. Are you a Franchised Dealer? _____ Tax ID # _____

8. Brand of vehicle sold or description of related vehicle business: _____

9. Your Bank: _____ Branch: _____ Bank Phone #: (____) _____
Street: _____ City: _____ State: _____ Zip Code: _____

10a. Do you wish to pay by Company Check? Yes No

10b. If yes, you must send a copy of an invoice from another supplier indicating that your company check was accepted.

11a. Date your business was established: ____ / ____ / ____

Listed with Dunn & Bradstreet. If so, Dunn number: _____

11b. PMI company terms and conditions of sale were received? Yes No

12. Please list below other wholesale firms in the business that have sold to you: *(This form is not a credit application).*

Name: _____ Street: _____ City: _____ State: _____ Zip : _____

Name: _____ Street: _____ City: _____ State: _____ Zip : _____

13. Back-orders will reserve product to ship when it becomes available. *(Carrying backorders is encouraged.)*

Please return this form to the specific company/s you wish to purchase from:

Wiseco - wiseco.com / Ph: 440-951-6600 / Fax: 440-951 6606 • **JE** - jepistons.com / Ph: 714-898-9763 / Fax: 714 893 8297

Innovate - innovatemotorsports.com / Ph: 714-372-5910 / Fax: 714-893-2142

Prox - wiseco.com / Ph: 440-951-6600 / Fax: 440-951-6606 • **K1** - k1technologies.com / Ph: 440-951-6600 / Fax: 440-951-6606

Performance Motorsports International, Inc.



In accordance with PMI's corporate compliance policy, it is necessary to ensure that our customers understand and abide by all applicable export controls and related laws. Accordingly, we kindly request that your company certify in writing that it is in compliance with the laws and regulations described below. This information must be provided before further orders may be processed. PMI reserves the right to request a new certification every two years or more frequently in its sole discretion.

- 1) The undersigned hereby certifies that items acquired from PMI will not be exported, sold, or transferred in violation of the U.S. Export Administration Regulations, the applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; and any applicable foreign laws and regulations. In particular, the undersigned certifies that it will not re-export, sell or otherwise transfer products, software or technology acquired from PMI to any country subject to U.S. embargo, currently Iran, Sudan, Syria, North Korea, and Cuba.
- 2) The undersigned hereby certifies that the Items acquired from PMI will not be used, directly or indirectly, in nuclear explosive activities; unsafeguarded nuclear activities; or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, or in missiles, rockets or unmanned air vehicles.
- 3) The undersigned hereby acknowledges that PMI is prohibited from participating in or supporting international boycotts of certain foreign countries, including Israel, if such boycotts are not sanctioned by the U.S. Government.
- 4) The undersigned hereby certifies that no payment or offer of payment has been made to a foreign official to induce that official to influence any government act or decision to assist in obtaining or retaining business associated with PMI in any way.
- 5) We certify that all of the facts contained in this statement are true and correct to the best of our knowledge and we do not know of any additional facts that are inconsistent with the above statements. We shall promptly send a replacement certification to PMI disclosing any material change of facts or intentions described in this certification that occur after this certification is prepared and forwarded to PMI.

Signed _____
Print: _____
Title: _____
Company name: _____
Date: _____

PMI reserves the right to refuse to conduct business with parties who fail to certify the foregoing.



Foreign Corrupt Practices Act (FCPA) Compliance

[DISTRIBUTOR] shall comply with any and all laws, regulations and orders that may be applicable to [DISTRIBUTOR] in the performance of this contract. These laws include, but are not limited to, all applicable U.S. and/or foreign import customs, taxation and export control laws.

[DISTRIBUTOR] agrees that it has the sole responsibility to determine any export and reexport license and import/customs requirements, to obtain any export or reexport license or other official authorization, and to carry out any customs and tax formalities for the export, reexport and subsequent import of the commodity.

[DISTRIBUTOR] understands that U.S. Government authorization may be required to export the commodity, or to re-export or retransfer the commodity to a third-country, another end-user or another end-use. Also, [DISTRIBUTOR] may not sell or ship to customers identified on any of the U.S. Government's list of prohibited governments, entities, organizations, or individuals, including, currently the Bureau of Industry and Security's Denied Persons, Entity and Unverified Lists, which may be found at <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm>, the lists maintained by Department of The Treasury's Office of Foreign Assets Control, which may be found at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/>, the Debarred Party maintained by the Department of State Directorate of Defense Trade Controls, which may be found at <http://www.pmdtc.state.gov/debar059.htm>, and the Nonproliferation Sanctions List, maintained by the Department of State which may be found at <http://www.state.gov/t/isn/c15231.htm>.

[DISTRIBUTOR] shall comply, in executing and performing this Agreement, with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*, as amended (the "FCPA") and all other applicable anti-corruption laws. Furthermore, [DISTRIBUTOR]:

(a) warrants that it, its directors, officers, employees, agents, subcontractors and/or consultants are familiar with, and will comply in all respects with, the FCPA;

(b) represents and warrants that it, its directors, officers, employees, agents, subcontractors and/or consultants have not and will not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement to any "foreign official," as defined in the FCPA, including

- (i) any official, agent, or employee of any government or governmental agency;
- (ii) any political party or officer, employee or agent thereof; or
- (iii) any holder of public office or candidate for political office.

(c) represents and warrants that neither it nor any of its directors, officers, nor employees is an official or employee of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a government instrumentality. [DISTRIBUTOR] understands that for purposes of this clause, a "foreign official" may include an employee or official of a commercial entity or a university or institute of higher learning in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

Performance Motorsports International, Inc.



Terms and Conditions

1. Governing Provisions; Order Acceptance. These terms and conditions ("Terms") govern the sale of products (the "Products") by **Performance Motorsports, Int.** ("PMI") to the buyer of the Products ("Buyer"). The quote, order acknowledgment and/or invoice of PMI attached to these Terms, together with these Terms, other specifications for the Products and any packing slip of PMI comprise the entire agreement between the parties with respect to the Products (the "Contract"). In the event of conflict between a provision in the Terms and any other component of the Contract, these Terms shall prevail. This Contract supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral between the parties with respect to the purchase of Products. No additional or different terms will be binding upon PMI unless specifically agreed to in writing by an authorized representative of PMI. Any additional or different terms proposed by Buyer, either previously or in the future, whether in a purchase order, other communication or otherwise, are hereby rejected and shall not apply. PMI's failure to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. PMI is not bound by any order until it is either accepted in writing by an authorized representative of PMI or PMI ships the Products, whichever occurs first.

2. Delivery; Title. PMI does not guarantee delivery on any specific date and PMI will not be liable for any damages caused by a delay in a projected or estimated delivery date. The Products are delivered FOB shipping point, using PMI's standard methods for packaging and shipping any Products. Acceptance of a shipment by a common carrier constitutes delivery to Buyer, at which time all risk of loss transfers to Buyer. PMI may choose the means of transportation and the route of shipments unless otherwise agreed in writing prior to acceptance of an order. The Buyer must make any claim for shortages and other errors in delivery in writing to PMI within 5 days after receipt of the Products. Failure to give such notice constitutes an unqualified acceptance of the Products and a waiver of any claim Buyer may have regarding the delivery. PMI reserves the right to make delivery in installments. Any installments will be separately invoiced and paid for when due, as set forth on the invoice, without regard to subsequent deliveries.

3. Cancellation. The Buyer may not cancel an order after it is accepted by PMI, unless PMI agrees in writing. Any reduction in quantities ordered constitutes a cancellation. In the event PMI agrees to a cancellation, Buyer shall pay all costs and expenses (including indirect expenses) directly or indirectly caused by Buyer's cancellation.

4. Default. Each of the following are an "Event of Default": (i) Buyer fails to pay PMI for any amount owed to PMI under the Contract when due; (ii) Buyer breaches any provision of the Contract; (iii) Buyer files a petition, answer or consent to a petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy law; (iv) Buyer consents to proceedings or actions instituting a receiver, liquidator, assignee, trustee, custodian or similar official of the Buyer; (v) the insolvency of Buyer.

Upon an Event of Default, PMI may, in addition to exercising any or all other rights and remedies that PMI may have, (i) demand full or partial payment in advance before proceeding or continuing with performance of the Contract, (ii) defer delivery of the Products and/or (iii) without notice to Buyer, cancel any or all of PMI's unperformed obligations under the Contract or with any other agreement to which Buyer and PMI are parties. Upon any cancellation pursuant to this Section, Buyer shall pay PMI for any Products delivered and for the full Price of any accepted order at the time this Contract is terminated.

5. Quotations; Prices. Any written quotations automatically expire 30 calendar days from the date issued unless sooner terminated by notice. Verbal quotations expire, unless accepted in writing, the same day they are made. Buyer shall pay the purchase price for the Products specified in the quotation or invoice, as applicable, and shall at all times be subject to any then applicable pricing policy of PMI, including any modifications or adjustments to the pricing policy (the "Price"). The Price will include ordinary pre-delivery packing only. Prices are subject to escalation in future quotations or orders.

6. Payment. Unless otherwise stated in the Contract, net invoice amounts are due upon receipt of the invoice. PMI may issue invoices as it makes partial shipments. Prices do not include taxes or other charges. The Buyer shall pay any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, inspection

or testing fee, or any other like tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between PMI and Buyer, in addition to the Price. In the event PMI is required to pay any tax, fee or charge and/or any associated penalties and interest, Buyer shall reimburse PMI. If Buyer is exempt from any applicable tax or fee, then Buyer shall provide PMI at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. All payments shall be made in United States currency. If shipment is delayed beyond the scheduled date for the convenience of Buyer, payment shall be due in full when PMI is prepared to make the shipment. Interest shall be payable by Buyer on any amount not paid when due at the rate of 1.5% per month, or the maximum rate allowable by law, whichever is less, calculated daily and compounded monthly. Buyer shall reimburse PMI for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Buyer of the Contract.

7. Limited Warranty and Limitation of Liability. PMI warrants that any Product manufactured by PMI will be free from defects in material and workmanship for 30 days following date of original purchase ("PMI Warranty"). The PMI Warranty extends to the End-User of such Product. The End-User is defined as the person purchasing the Products directly from PMI or an authorized dealer of PMI. PMI specifically disclaims all warranties on any Product not manufactured by PMI. No warranty is transferable by the End-User. As a condition to granting the PMI Warranty, Buyer covenants to use the Product with due care and consistently with the Product's specifications. Any failure of Buyer to adhere to this covenant voids the PMI Warranty. Such failure includes, without limitation, misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than PMI.

THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PMI shall not be subject to any other obligations or liabilities whatsoever, with respect to the Products manufactured or furnished by it, or any undertakings, acts or omissions relating thereto.

If Buyer believes a Product is defective and therefore covered by the PMI Warranty, the Buyer shall initiate an RMA as set forth in Section 8 of this Contract. If PMI determines that such Product is covered under the PMI Warranty, then PMI, at its option may, (i) repair the Product, (ii) replace the Product, or (iii) refund the Price of the Product.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, PMI SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO THE CONTRACT (WHETHER ARISING BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE, FORESEEN OR KNOWN): (I) ANY LOSS OF PROFITS, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE, ANY WASTED EXPENDITURE, OR ANY LOSS OR CORRUPTION OF DATA (REGARDLESS OF WHETHER ANY OF THESE TYPES OF LOSS OR DAMAGE ARE DIRECT, INDIRECT OR CONSEQUENTIAL); OR (II) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING, EVEN IF ANY OF THE LIMITED REMEDIES OF THIS CONTRACT FAIL TO FULFILL THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL PMI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS, ANY ANCILLARY SERVICES PROVIDED BY PMI, OR THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PMI WITH RESPECT TO THE PRICE PAID FOR SUCH PRODUCT OR PRODUCTS GIVING RISE TO PMI'S LIABILITY.

8. Return of Products for Credit Consideration. PMI is not required to accept any returns, but may accept returns from time to time in its sole discretion. All Products returned must have an authorized RMA (Returned Materials Authorization) number issued by PMI. Buyer shall apply for an RMA number by calling PMI at the following telephone numbers: (a) for Wiseco Branded Products, 800-321-1364 or 440-951-

6600; (b) for JE Piston or SRP Branded Products, 714-898-9763 x4211; or (c) for Innovate Branded Products, 800-348-3037 or 714-372-5910. When applying for the RMA number, Buyer must provide the article/product serial number, date of original shipment and any other details requested by PMI. Products returned for the convenience of Buyer, or any reason beyond the control of PMI, will be subject to a minimum service charge of 20% of the invoiced Price for such Products. The Buyer shall prepay all transportation costs associated with a return. The return of any non-standard items may be subject to higher restocking fees at PMI's sole discretion. Returns must be made within 30 days after the date of shipment. Should a claim be found to be a valid Warranty claim, Buyer shall receive pre-paid freight reimbursement from PMI's plant of origin to the original shipping destination. All items returned must be in new and unused condition and will be inspected prior to credit being issued. No obsolete or customized Products or parts may be returned. All items returned to PMI must be shipped freight prepaid, properly protected and intact to:

- For Wiseco / ProX Branded Products:

- In United States: Performance Motorsports International • 7201 Industrial Park Blvd. • Mentor, Ohio 44060-5396

- In Canada: Performance Motorsports International • 948 Keyes Drive, PO Box 1513 • Woodstock, ONT. N4S 0A7

- For JE Piston or SRP Branded Products:

- JE Pistons Returns. • 7201 Industrial Park Blvd. • Mentor, Ohio 44060-5396

- For Innovate Branded Products:

- Innovate Motorsports. • 8 Mason • Irvine, California 92618

9. Confidentiality. All non-public, confidential or proprietary information of PMI, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, pricing, discounts or rebates, disclosed by PMI (or any of its subcontractors or subsuppliers) to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed, used or copied unless authorized in advance by PMI in writing or unless expressly permitted in the Contract. Upon PMI's request, Buyer shall promptly return all documents and other materials received from PMI. PMI shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Neither Buyer itself shall, nor shall Buyer permit any party to, reverse engineer PMI's Products and/or Product components.

10. Security Interest. As collateral security for the payment of the Price of the Products, Buyer hereby grants to PMI a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

11. Indemnity. BUYER SHALL INDEMNIFY AND DEFEND PMI AND ITS AFFILIATES AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF: (I) THE USE, OPERATION OR POSSESSION OF THE PRODUCTS BY BUYER, (II) THE ALTERATION OR MODIFICATION OF THE PRODUCTS OR THE USE OR COMBINATION OF THE PRODUCTS WITH OTHER PRODUCTS OR DEVICES BY BUYER, (III) A NEGLIGENT OR WILLFUL ACT OR OMISSION OF BUYER, (IV) THE BREACH BY BUYER OF THIS CONTRACT, OR (V) THE FAILURE OF BUYER TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION.

12. Governing Law; Venue. The Contract and all claims arising from the relationship between PMI and Buyer will be interpreted, governed and enforced by the laws of the State of Ohio, without regard to any conflict of laws principles and to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods. The parties agree that all litigation between PMI and Buyer which may arise out of or in connection with the Contract or any transaction between them shall be subject to the exclusive jurisdiction of the federal and state courts in the State of Ohio, and each hereby consents to the jurisdiction of such courts. Buyer agrees that any and all processes directed to it in any such litigation may be served upon it outside of the State of Ohio with the same force and effect as if such service had been made within the State of Ohio.

13. Assignment. The Contract shall be binding upon the respective permitted assignees, successors, executors, administrators and heirs of the parties.

14. No Waiver/Severability. Any waiver by either party of any breach of any provision of the Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under the Contract. If any part of the Contract is void, voidable, invalid, or unenforceable, for any reason, the other provisions in the Contract shall then be considered divisible as to such part, with the remainder of the Contract remaining as valid and binding as though such part were not included in the Contract.

15. Export. Buyer represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of Products, in whole or in part, outside of the territory agreed to by Buyer and PMI or, if none, the country to which PMI shipped the Products (the "Territory"), without PMI's prior written consent. Buyer agrees that Buyer will take all reasonable and adequate steps to prevent the export or sale of the Products outside of the Territory by others who purchase or lease from Buyer who might reasonably be expected to export or sell them outside the Territory. It shall be Buyer's responsibility to investigate and determine whether any sale or lease by Buyer would be in violation of this Section 15. In the event that Buyer is in violation of this Section 15, any and all warranties provided by PMI for the Products involved in such violation shall immediately become null and void and Buyer shall indemnify and hold PMI harmless from any liability arising out of such prohibited export or sale.

16. Intellectual Property. All intellectual property rights in, or relating to, the Products are owned by or licensed to PMI and nothing herein shall have the effect of transferring the ownership of such intellectual property rights to Buyer. In the event of any third party demand, claim or action alleging that the proper use of the Products by Buyer in accordance with any instructions and directions issued with or in relation to such Products by PMI infringes any patent or other intellectual property right belonging to a third party, Buyer shall: (i) promptly notify PMI in writing of such claim; (ii) not make any admission in relation to or attempt to settle or compromise the claim; (iii) give PMI express authority to conduct all negotiations and litigation, and to settle all litigation, arising from such claim; and (iv) provide PMI with all available information, documents and assistance as PMI may reasonably require, including without limitation ceasing to use the Products if deemed reasonably necessary by PMI until the infringement claim is resolved. PMI may also, at any time, at its option: (i) procure for Buyer the right to continue to use the Products and/or Services in question, free of any liability for such infringement; or (ii) direct Buyer to cease use of and not market or sell such Products and/or Services and (a) modify the Products and/or Services in question so that they become non-infringing; (b) substitute the Products and/or Services in question with functionally equivalent non-infringing Products and/or Services; or (c) refund the price paid by Buyer for the infringing Products and/or Services. This section states the entire liability of PMI for any infringement of third party intellectual property rights. Buyer shall indemnify PMI from and against all losses, damages, costs, liabilities and expenses (including legal expenses) arising out of or in connection with any third party demand, claim or action alleging that any Product manufactured or Service provided by PMI in accordance with designs and/or specifications provided to PMI by Buyer infringes any patent or other intellectual property right belonging to a third party.

17. Force Majeure. PMI shall not be liable for damages under the Contract for a delay or failure in its performance under the Contract as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over PMI, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from PMI's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of Buyer or any causes beyond the reasonable control of PMI and/or of its suppliers. Upon the giving of prompt written notice to Buyer of any such causes of a delay or failure in its performance of any obligation under the Contract, the time of performance by PMI shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

18. Anti-Bribery Compliance. Buyer hereby certifies that Buyer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the Contract to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Buyer understands that for purposes of this section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.