

1. GRATUITIES; INDUCEMENT; COMPLIANCE WITH LAWS AND CORPORATE RESPONSIBILITY

- a) Supplier (or any agent or representative of Supplier) shall not offer or provide gratuities to any employee of Company. Failure of Supplier to honor this commitment may, at Company's option, result in immediate termination of this Agreement without provision for cure. Supplier is prohibited from providing, offering, or attempting to offer kickbacks or soliciting or accepting kickbacks to any persons or legal entities. Supplier will make their employees aware of the restrictions in this Section 9, shall report in writing and/or telephonically any violation to Company's ethics hotline as set forth below, and shall cooperate fully with Company or such government agency investigating a possible violation. Company has established a compliance and ethics hotline to enhance Company's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of Company's business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and communities. Company therefore strongly encourages Supplier to immediately report misconduct that it becomes aware of by calling (888) 469-1536, or by logging on to Company's website at www.lvsceethics.com. In addition to the preceding reporting option, Supplier may at any time contact Company's management regarding any actual or alleged violation of ethics.

In furtherance of Supplier's compliance with all applicable laws and regulations, Supplier makes the following representations and warranties:

- i. Supplier warrants that all information supplied by Supplier is complete, truthful, and accurate, and that Supplier shall not obtain on Company's behalf or provide to Company any information which is not legally available or which is procurement-sensitive, proprietary, or classified where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.
- ii. Supplier agrees to keep accurate books and records, including a full record of all expenses incurred in connection with any business in connection with Company, and that all payments to third parties shall be supported by written, detailed invoices. Company shall have the right, from time to time, to inspect or audit the books and records of Supplier relating to the Supplier's activities on behalf of Company.
- iii. Supplier warrants that in performing the duties required hereunder, Supplier will comply with all applicable laws, regulations, and administrative requirements, including but not limited to fair competition and anti-corruption laws, and shall take no action which would subject Company to penalties under United States or foreign laws, regulations, or administrative requirements.
- iv. Supplier warrants that in providing its Products to Company, Supplier is fully qualified to assist Company under all laws, regulations, and administrative requirements, and that, to the extent required by applicable law, regulation, or administrative requirement, Supplier has obtained licenses or completed such registrations as may be necessary or required to perform its duties as set forth hereunder.
- v. Supplier warrants that, in connection with its services to Company, Supplier has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any employee or official of any government or any agency or instrumentality thereof, including state-owned enterprises, or to any official of any political

party, or to anyone acting on such employee's or official's behalf, in exchange for business or unfair advantage.

- vi. Supplier represents and warrants that: (i) neither Supplier nor any of Supplier's employees or officers is an active member of any non- U.S. armed service; an official or employee of the government; an official of a political party, or a candidate for political office; or an officer, director, or employee, or an "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a customer or potential customer of Company; and, (ii) while performing hereunder, no government official, and no official of a government agency or instrumentality, is or will become associated with, or will own or presently owns an interest, whether direct or indirect, in Supplier, or has or will have any legal or beneficial interest in the Agreement or the payments made by Company hereunder.
- vii. Supplier warrants that Supplier has not and will not pay or tender, directly or indirectly, any commission or finder's or referral fee to any person or firm in connection with its activities on behalf of Company.
- viii. Supplier warrants that Supplier will complete, sign, and return to Company, along with the executed Agreement, the FCPA Disclosure attached as Exhibit D and Supplier will immediately provide Company with any supplementary report pursuant to the requirements of Exhibit D. The parties agree that this Agreement will have no binding effect until Company has received such fully executed documentation.
- ix. Supplier warrants that in respect of any business for which Supplier provides or may have provided Products to Company hereunder, Supplier has not paid, or offered, or agreed to pay any political contributions or donations. Supplier shall not perform any activity undertaken to promote, advocate, influence or oppose some official action of the executive or legislative branch or oppose some official action of the executive or legislative branch of any federal, state or local government ("Lobbying") and Supplier is not engaged as a lobbyist, and therefore may not represent itself on Company's behalf or to Company's benefit to the executive, legislative or administrative branches of governments. Supplier agrees that, prior to making any written or oral communication with any representative of any state, territory or federal entity, or of any political subdivision thereof, Supplier shall obtain the written pre-approval of Company's General Counsel with respect to the appropriate approach for any such communication and will provide written proof to Company of any registration required of Supplier by law in connection such communications or activities.
- x. Supplier warrants that Supplier is familiar with, and shall comply in all respects with, U.S. laws, regulations, and administrative requirements applicable to Company in conducting Supplier's business, including, but not limited to, the Foreign Corrupt Practices Act (FCPA), Export Administration Act, as amended, the Anti-boycott Regulations and Guidelines issued under the Export Administration Act, as amended, and Section 999 of the Internal Revenue Code, as amended (Anti-boycott Regulations), and all U.S. laws regarding prohibited transactions under the Office of Foreign Assets Control (OFAC).
- xi. Supplier warrants that at all times Supplier will act in the best interests of the Company and will take no actions which are or may be detrimental to the Company.
- xii. Supplier represents and certifies that Supplier has not been convicted of or pleaded guilty or nolo contendere to an offense involving fraud, corruption, or moral turpitude, and that it

is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.

- xiii. Supplier hereby acknowledges receipt of a copy of the Company's "Code of Business Conduct and Ethics" and "Supplier Code of Conduct" provided to Supplier via Supplier's access at https://s21.q4cdn.com/635845646/files/doc_downloads/governance_documents/Code-of-Business-Conduct-and-Ethics_May-2016-English.pdf and <https://www.sands.com/content/dam/corporate/sands/master/main/home/procurement/Supplier%20Code%20of%20Conduct.pdf> as well as received Exhibit D attached hereto and by providing Products hereunder, Supplier warrants and certifies that it fully understands the Company's policy with respect to international sales transactions and relations with customers and suppliers, and that Supplier will do nothing in the performance of the services required under this Agreement which will be in conflict with such Codes of Conduct.
- xiv. In carrying out its obligations under its warranties, Supplier warrants that Supplier will, among other things, exercise diligence in selecting any employees or agents, provide appropriate training to them, and monitor their activities to ensure that such are consistent with the warranties made by Supplier hereunder, including reviewing both the Codes of Conduct and Company's requirements hereunder with any employee of the Supplier performing services on behalf of the Company.
- xv. In performing hereunder, Supplier agrees to comply with all United States and international applicable laws, regulations, and administrative requirements, and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform an unlawful act. Supplier will execute all of the certifications required by Company, and agrees to promptly furnish such further certificates as may be requested by the Company from time to time. Supplier's obligation under this subsection include a continuing commitment to furnish such additional information as necessary to ensure the completeness and accuracy of all such information previously requested or provided. Failure or refusal to promptly furnish any requested certificate or disclosure upon request from the Company or as required hereunder may be the basis for immediate termination of this Agreement.
- xvi. Supplier agrees to give immediate written notice to Company in the event that, at any time during the term hereof, (i) Supplier has or believes it may have failed to comply with, or has or believes it may have breached any of its warranties hereunder, or (ii) Supplier is alleged to have made improper payments in connection with its performance hereunder. In the event Supplier has not so complied, or has breached any of Supplier's warranties hereunder, or such allegation of improper payments is made, this Agreement shall be null and void from the time of such non-compliance or breach.

The foregoing warranties shall survive the termination of this Agreement and shall continue in effect with respect to all business activities of Company until all such activities have ceased.

As a condition of Supplier's providing Products, Supplier and those third-parties who the Supplier uses in performance hereunder shall at all times comply with the following corporate responsibility requirements, and to confirm such compliance Company may require (with or without notice) third-party on-site audits of Supplier's practices and management systems to evaluate compliance with applicable laws and regulations.

- i. Supplier shall not utilize child, prison, indentured or bonded labor, or labor obtained through human trafficking or slavery in the operation of its business.

- ii. Supplier shall ensure strict compliance with all applicable requirements of local hour and wage payment laws, regulations and orders, and the rate of overtime shall be as per applicable labor laws.
- iii. Supplier shall provide its employees with a safe and sanitary workplace that includes appropriate controls and protective equipment.
- iv. Supplier shall refrain from utilizing “conflict minerals” (see, Section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act) in the manufacturing or production of the Products.
- v. Supplier shall not collude with, or purchase wood products from illegal logging operations and Supplier’s paper products shall remain in compliance with applicable laws and regulations governing timber harvesting.