

Additional Terms & Conditions
Foreign Corrupt Practices Act (FCPA)
DTE Energy Form 963-8037

In addition to other representations, warranties and covenants made by CONTRACTOR or SUPPLIER, hereinafter "CONTRACTOR", in other provisions of this Agreement, CONTRACTOR does hereby represent, warrant and covenant that:

1. CONTRACTOR shall not cause Company or its affiliates to be in violation of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*) as amended (the "FCPA") or any other applicable law.
2. With respect to its performance under the Agreement, CONTRACTOR and its owners, directors, officers, employees, and agents will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to any individual, entity, or government for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, Company or its affiliates.
3. CONTRACTOR shall ensure that no part of any payment, compensation, reimbursement or fee paid by Company to CONTRACTOR pursuant to the Agreement will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit.
4. CONTRACTOR shall in good faith provide to Company and/or its representatives and advisors all supporting documents requested by Company pertaining to any expenses incurred, products provided, and/or services performed by CONTRACTOR and its agents pursuant to the Agreement. CONTRACTOR understands and acknowledges that, notwithstanding any other provision contained in the Agreement or related purchase order or other contract, none of Company or any of its Affiliates shall be obligated to reimburse any expense incurred or pay for any service performed or product provided by CONTRACTOR or any of its agents if, in Company's reasonable opinion, (i) CONTRACTOR has failed to provide adequate documentation or information regarding an expense or charge, or (ii) an expense reimbursement or product/service payment would cause Company or any of its affiliates to be in violation of the FCPA or any other applicable law.