

## Exhibit 4

**1 Compliance; Global Anti-bribery and Corruption Laws****1.1 Primary ABC obligations (the "Primary Obligations")**

1.1.1 In connection with this Agreement, each Party shall, and shall procure that all persons performing services on its behalf (including, among others, sub-contractors and other associated third parties) in connection with this Agreement (such Party's "Associated Persons") shall:

- (a) comply with all applicable anti-bribery and corruption ("**ABC**") laws, regulations or other rules (both global and local) ("**ABC Laws**") including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010, both of which apply to the LEGO Group and its business dealings in certain circumstances anywhere in the world;
- (b) comply with the LEGO Group's Responsible Business Principles as amended or replaced, and provided to Operational Partner from time to time; and
- (c) have in place and enforce throughout the term of this Agreement policies and procedures to ensure proper compliance with ABC Laws.

**1.2 Additional obligations**

1.2.1 In addition to the Primary Obligations, and by reason of the fact that your actions and those of your Associated Persons may bring liability for the LEGO Group, you shall, and shall procure that your Associated Persons shall:

- (a) report any suspected or alleged breach of the Primary Obligations to the LEGO Group without delay;
- (b) report to the LEGO Group any request or demand for any undue or unlawful payment or other advantage of any kind received in connection with the performance of this Agreement without delay, including any such request or demand received from any:
  - i. governmental or public official;
  - ii. political party or party official; or
  - iii. other person, while knowing or having cause to suspect that all or part of such payment or advantage will be offered, given or promised, directly or indirectly, to any of the above identified persons or organizations;
- (c) co-operate to the extent permitted by law with any investigation or enquiry by the LEGO Group into any suspected breach of ABC Laws in connection with this Agreement;
- (d) maintain and provide to the LEGO Group on request detailed, accurate and up-to-date records:
  - i. showing all payments made to third parties in connection with your activities under this Agreement; and
  - ii. evidencing compliance with the Primary Obligations.
- (e) ensure that any person who is performing activities in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person relevant anti-corruption and anti-bribery terms equivalent to those imposed above ("Relevant Terms"). The Operational Partner shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the LEGO Group for any breach by such persons of any of the Relevant Terms.

1.3 Breach of this Exhibit 4 shall constitute a material breach of this Agreement. Where a breach committed by one Party is capable of remediation and is not remedied to the reasonable satisfaction of the other Party within 30 days, the other Party shall be entitled to terminate the Agreement with immediate effect and withhold any payments that may be otherwise due in connection with this Agreement at the time of termination.

1.4 To the extent permitted by law, any Party in breach of this Exhibit 4 shall indemnify and hold the other Party harmless from any and all losses, liabilities, damages or costs incurred by the other Party as a result of the breach.

1.5 Operational Partner warrants and represents that:

1.5.1 neither Operational Partner nor any of its officers, employees or, having made reasonable enquiries, so far as it is aware, Associated Persons:

- (a) has been convicted of any offence involving bribery, corruption, fraud or dishonesty;
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the ABC Laws; or
- (c) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;

1.5.2 having made reasonable enquiries, so far as it is aware, none of the officers, employees or Associated Persons of Operational Partner is a Public Official;

1.5.3 having made reasonable enquiries, so far as it is aware, none of the officers, employees or Associated Persons of Operational Partner has a family relationship with any Public Official in the jurisdictions in which business will be conducted pursuant to this Agreement, except as disclosed to, and agreed to in writing by, the LEGO Group; and

1.5.4 no Public Official owns a direct or indirect interest in Operational Partner or, having made reasonable enquiries, so far as it is aware, none of its Associated Persons or Public Official has any legal or beneficial interest in any payments made under this Agreement.

1.6 The Operational Partner shall promptly notify the LEGO Group if, at any time during the term of this agreement, its circumstances, knowledge or awareness changes such that it would not be able to give the warranties set out in Exhibit 4 at the relevant time.