

ANTI-CORRUPTION POLICY

AND

ANTI-CORRUPTION COMPLIANCE PROCEDURES



FOR

NORMA GROUP HOLDING GMBH

AND ITS WORLDWIDE SUBSIDIARIES



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I. SUMMARY

NORMA Group Holding GmbH, together with its subsidiaries (the "Company"), takes its anti-corruption obligations under U.S. law and other laws extremely seriously. Corruption promotes poverty, hunger, disease, and crime, and by preventing societies and individuals from reaching their full potential, stunts economic and social development. It also distorts the rule of law and the fair marketplace practices on which the Company and other good "corporate citizens" depend. The Company has approved the **Anti-Corruption Policy** as a sub-policy of the Company's Code of Conduct, and the Chief Compliance Officer and his staff with the assistance of legal counsel have been authorized to draft and implement the **Anti-Corruption Compliance Procedures** necessary and advisable to fulfill the intent and purpose of the Anti-Corruption Policy. Each subsidiary in the Company is taking the requisite corporate action to implement this policy on a global basis. For purposes of the **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**, "Company" shall refer individually and collectively to NORMA Group Holding GmbH and each subsidiary owned by NORMA Group Holding GmbH.

No employee, officer or director of the Company ("Company Employees"), nor any of the Company's respective affiliates or partners, including third-party distributors, original equipment manufacturers, dealers, suppliers, joint venture partners, agents and contractors, as may arise from time to time ("Company Partners"), may pay, offer or promise to pay, or authorize payment to any third party, public or private, in the United States or abroad, in order to secure an improper benefit. Nor may they accept or solicit such payment. "Payment" includes making bribes or kickbacks, as well as conferring anything of value, whether tangible or intangible (*e.g.*, gifts, entertainment, travel expenses, charitable donations, political contributions, hiring an individual or relative). "Facilitating payments" – nominal payments of a *de minimis* value to low-level government employees to expedite or secure a service or routine – are also prohibited. The Company's corporate funds may never be unlawfully used for political contributions of any kind.

The Company recognizes that the occasional exchange of business courtesies, such as modest gifts (but never cash gifts), meals and entertainment (including invitations to attend sporting events or holiday parties), is a common practice meant to create goodwill and establish trust in relationships. Therefore, the **Anti-Corruption Policy** is not intended to preclude the giving or acceptance of such common courtesies, provided that the value of the gratuity is nominal in relation to the circumstances in which it is offered and accepted, in accordance with generally accepted business practices of the country and industry, not intended to influence the business decisions of the person involved, and consistent with the **Anti-Corruption Policy** (meaning that such practices must be pre-approved in certain cases). Company Employees should avoid any conduct that creates even the appearance of impropriety. A Company Employee who is offered or receives a gift of a nature that would contravene the **Anti-Corruption Policy** or **Anti-Corruption Compliance Procedures** should politely decline or return the gift.

Consistent with its "zero tolerance" policy for corruption, the Company requires that Company Employees and Company Partners comply strictly with the Company's anti-corruption policy, in both letter and in spirit. Any Company Employee or Company Partner found to have engaged in conduct that prohibited by the **Anti-Corruption Policy** or **Anti-Corruption Compliance Procedures** will face strict discipline, including potentially termination of employment or contract and/or referral to appropriate law enforcement authorities. Due to the absolute nature of this

prohibition, no Company Employee or Company Partner will suffer adverse consequences of any kind for reporting such conduct or for refusing to engage in the described conduct, even if such refusal results in loss of business to the Company. On the contrary, the Company's Code of Conduct requires Company Employees and Company Partners to promptly report conduct that they believe, in good faith, violates the **Anti-Corruption Policy** or **Anti-Corruption Compliance Procedures**.

The Company's anti-corruption compliance procedures are subject to regular review by the Chief Compliance Officer and his staff, as well as by outside counsel and auditors. Company Employees and Third-Party Representatives are expected to be familiar with, and to regularly consult, the **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**. Company Employees and Third-Party Representatives will receive regular training to guide their compliance with this policy. Questions regarding the propriety of particular conduct can be answered by consulting **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**, as well as a Local Compliance Officer.

II. ANTI-CORRUPTION POLICY

Anti-corruption generally

Company Employees and Company Partners may not pay, offer or promise to pay, or authorize payment to any third party, public or private, in the United States or abroad, in order to secure an improper benefit. Nor may they accept or solicit such payment. "Payment" includes making bribes or kickbacks, as well as conferring anything of value, whether tangible or intangible (*e.g.*, gifts, entertainment, travel expenses, charitable donations, political contributions, hiring an individual or relative), and in some jurisdictions may also include so-called "facilitating payments" -- nominal payments of a *de minimis* value to low-level government employees to expedite or secure a service or routine, nondiscretionary administrative action that these individuals ordinarily perform and to which the company or person is entitled (*See* Point 10, below). The Company takes a "zero tolerance" approach to corruption and will act accordingly.

Know your partners

Anyone acting on the Company's behalf can expose the Company to corruption risk and penalties. This includes not only Company Employees but also Company Partners. Therefore, Company Employees must understand and comply with the **Policy on Relationships with Company Partners**. Company Partners meeting certain criteria defined below in the Policy on Relationships with Company Partners are referred to as Significant Company Partners and must certify annual compliance with applicable anti-corruption laws.

Charitable donations may not benefit government officials

Charitable donations may never confer a personal benefit on a government official, and may not be made as part of an exchange of favors with a government official. If a government official has promised any benefit, or made any threat, in connection with a charitable contribution request, the request must be denied. Company Employees must understand, and comply with, the **Charitable Donations Policy**.

Transactions must be transparent

Transparency reduces the risk of corruption and money laundering. Written contracts with counterparties must accurately reflect the economics of the agreement in accordance with the **Transactions with Nonstandard Terms Policy**.

Gifts

Company Employees must exercise great caution before giving anything of value to third parties that could be perceived as an illegal *quid pro quo*, and should seek the guidance of a Local Compliance Officer when in doubt. All gifts must comply with the Company's Code of Conduct. No gift, regardless of its value, may ever be given as an inducement, or in exchange for favorable treatment. Cash gifts, as well as loans, gift cards, vouchers or the equivalent, are similarly prohibited. In the United States, Company Employees generally may not provide any item of value to government officials. All Company Employees must comply with the **Gifts to Government Officials Policy**, which imposes strict monetary limits and approval and documentation requirements on paying for gifts, meals and entertainment, and travel and lodging for government officials. Gifts to government officials must be pre-approved.

Travel

On very rare occasions, it may be necessary to pay for the travel and accommodation costs for a customer or government official for visits to the Company's facilities and to permit the Company to promote and demonstrate its products and services. Employees must obtain prior approval from a Local Compliance Officer before paying for a government official's travel and accommodation expenses in accordance with the **Gifts to Government Officials Policy**. Any sponsored travel (whether for customers or government officials) shall be provided only in strict compliance with the following guidelines and restrictions:

All travel plans and expenses must be in strict compliance with the Company's travel procedures, with required prior approval.

The Company and Company Employees shall not select the invitees itself, and should allow the customer or government agency, if possible under the circumstances, to select the invitees.

The Company shall not host any lavish entertainment or lavish leisure activities that exceed entertainment and expense guidelines during the trip for the invitees.

The Company shall arrange and pay the service providers directly (*e.g.*, the Company shall pay airlines and hotels), or shall pay a travel agent that it has selected to make arrangements for the trip.

The Company shall pay directly for all of the invitees' travel expenses itself and in no event shall the Company provide money to the invitees and allow the invitees to make their own travel arrangements.

All aspects of the travel shall have a legitimate business purpose (such as a visit to the Company's facilities, or to enable the Company to promote, demonstrate, or explain its products and services) and there shall be no or only minimal side trips allowed.

To insure transparency, the Company shall send out invitation letters to the customer or government agency that lay out the proposed itinerary and detail which expenses the Company will provide.

All expenses, such as airfare and lodging, as well as meals and entertainment shall be reasonable in cost under the circumstances and under applicable custom and practice;

All expenses shall be recorded accurately and in detail.

A Company Employee must be present at all entertainment and leisure activities.

The Company shall pay for the travel and accommodation costs for only those invitees whose participation in the trip is directly related to and necessary for the Company's legitimate business purposes; in no event shall the Company pay for travel-related expenses of the invitee's spouse, friends or other family members; if the invitee wishes to bring guests, the invitee must pay for his/her guests' expenses.

Entertainment

The Company's entertainment and expense guidelines apply to any and all activities generally considered to constitute entertainment or recreation, including but not limited to, business meals, karaoke, golf outings, bars/clubs. All customer entertainment must be in accordance with the Company's Schedule of Executive Approval. All entertainment involving government officials must be pre-approved in compliance with the **Gifts to Government Officials Policy**. All entertainment activities, including business meals, shall be directly related to the active conduct of the Company's business and must meet the following minimum requirements: (a) it must be reasonable in cost under the circumstances and under applicable custom and practice; (b) it must not be given in exchange for any improper benefit or agreement; (c) it must be permissible under the ethics codes, rules, and laws governing both the host and the guest; and (d) a Company employee must be present at all entertainment activities. Company Employees must exercise good judgment in choosing entertainment that does not jeopardize the reputation or interests of the Company, its employees or customers. Any meal or entertainment event that costs more than €300 per person (including travel expenses) must comply with the **Meals and Entertainment with Third Parties Form**.

Hiring decisions may not benefit government officials

The **Hiring of Government Officials Policy** must be followed when handling hiring of current or former government officials, or candidates recommended by them. No candidate recommended by a government official may be hired except through the Company's normal hiring process. If an official offers either to give a benefit to the Company or threatens to take adverse action in connection with a hiring decision, the suggested person may not be hired.

Agents and third-party intermediaries

The Company currently does not use agents, representatives or third-party intermediaries ("Third-Party Representatives") outside of the United States to negotiate sales on its behalf, to secure licenses or permits or to provide lobbying activities. Third-party Representatives should only be used if, on the basis of sound business judgment, it is necessary and appropriate to supplement

the Company's own development efforts. In such cases, the Chief Compliance Officer shall take appropriate measures, with the advice of legal counsel, to select and vet such Third-Party Representative in accordance with the **Policy on Relationships with Company Partners**. Any third party that the Company intends to acquire or partner with to form any joint-venture or other partnership arrangement shall be deemed to be a Third-Party Representative for purposes of this policy. Third-Party Representatives must also certify annual compliance with applicable anti-corruption laws.

Anti-money laundering

Money laundering, which is the process of concealing the origins of illegally obtained funds, is strictly prohibited. The use of Company funds, assets, or employees for any unlawful purpose is strictly prohibited. Company Employees and Company Partners must comply with the **Currency Reporting Requirements Policy** whenever making shipments or travelling across the U.S. border.

Keeping accurate books and records.

Payments and other compensation to third parties must be accurately recorded in the Company's corporate books, records, and accounts in a timely manner and in reasonable detail. No undisclosed or unrecorded accounts of the Company may be established for any purpose. False, misleading, incomplete, inaccurate, or artificial entries in the books, records, or accounts of the Company are strictly prohibited. Personal funds must not be used to accomplish what is otherwise prohibited by this and other policies.

The Local Compliance Officers (who are listed in Exhibit B to the Code of Conduct) shall deliver a copy of all written reports generated in connection with the **Anti-Corruption Compliance Procedures** to the Chief Compliance Officer on a quarterly basis and shall make such quarterly reports to the Chief Compliance Officer as may be required by him regarding compliance with the **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**.

Obligation to report violations and to seek advice

Any Company Employee who suspects, in good faith, that another Company Employee or Company Partner is engaging in conduct that this policy prohibits, is obliged to notify the Chief Compliance Officer without delay. Questions regarding this policy, or the propriety of particular conduct, should be directed to a Local Compliance Officer.

Retribution or retaliation for compliance with this policy prohibited

The Company will not tolerate any retribution or retaliation against anyone who has, in good faith, sought advice or reported a good faith suspicion of a violation of this policy, or refused to participate in conduct that violates this policy.

Enforcement

In addition to penalties that may be imposed by law on the Company, any Company Employee or Company Partner who violates the policies or procedures in this policy may be subjected to



disciplinary measures, up to and including termination of employment and/or contract, regardless of that individual's or entity's nationality or location. Any employee, agent, or entity who violates these policies or procedures may also be subject to referral to U.S. or foreign authorities for criminal prosecution or other enforcement action, or be subject to a civil suit by the Company for money damages. A violation of this Policy shall be deemed to be a violation of the Company's Code of Conduct.

No Local Compliance Officer may approve action that requires approval under the **Anti-Corruption Policy** or **Anti-Corruption Compliance Procedures** if such officer is involved in the transaction. In such case the transaction must receive approval from the Chief Compliance Officer.

Regular compliance training

Appropriate Company Employees and certain Company Partners are expected to be familiar with, to regularly consult, and to strictly comply with, this policy and the **Anti-Corruption Compliance Procedures**. Such Company Employees and Company Partners will receive regular training to guide their compliance.

III. DEFINITIONS

"Government official," as used throughout the Anti-Corruption Policy and Anti-Corruption Compliance Procedures refers to all of the following:

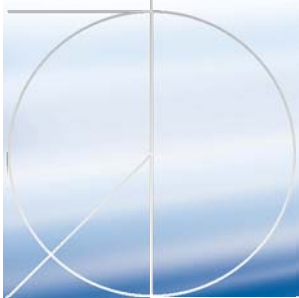
- any employee of a government entity or subdivision, including elected officials;
- any private person acting on behalf of a government entity, even if just temporarily;
- officers and employees of companies in which the government owns an interest or holds majority representation on the entity's governing board, or holds minority representation that provides effective control;
- candidates for political office;
- political party officials; and
- officers, employees and representatives of public international organizations, such as the World Bank and United Nations.

"Government entity" as used throughout the Anti-Corruption Policy and Anti-Corruption Compliance Procedures refers to all of the following:

- national, state or local governments;
- government departments, bodies and agencies;
- political parties and international organizations who have government members; and
- government-owned or controlled commercial enterprises, regardless of whether there is whole or partial government ownership or control.

Be aware that in certain countries and in certain industries, an individual who seems to work for a private entity may, in fact, be considered a government official. Questions regarding whether an individual should be considered a government official for purposes of this policy should be directed to a Local Compliance Officer, and in all events, Company Employees and Company Partners should err on the side of caution.

ANTI-CORRUPTION COMPLIANCE PROCEDURES



IV. ANTI-CORRUPTION COMPLIANCE PROCEDURES

Policy implementation

These Anti-Corruption Compliance Procedures outline the procedures for implementing the Company's Anti-Corruption Policy. Each of the following sub-sections contains a description of the relevant policy, a summary of procedures to follow, and guidance on handling illustrative situations:

- Policy on Relationships with Company Partners
- Policy on Charitable Donations
- Policy on Transactions with Nonstandard Terms
- Policy on Gifts to Government Officials
- Policy on Hiring of Government Officials
- Currency Reporting Requirements Policy

Document retention

Proper documentation is critical to combating corruption. It deters future corrupt practices and assists in the investigation of past corrupt conduct. All forms required by the **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures** are available as hyperlinks below. After completion, all forms must be transmitted to the Chief Compliance Officer for filing.

- Due Diligence Checklist
- Third-Party Representative Annual Certification
- Significant Company Partner Annual Certification
- Anti-Corruption and Anti-Money Laundering Contractual Provisions
- Charitable Contribution Due Diligence Form
- Gift Request Form
- Meals and Entertainment with Government Officials Form
- Meals and Entertainment with Third Parties Form
- Government Official Travel Form
- Summary of Currency Reporting Requirements

Reporting

Company Employees are obliged to timely report "red flags" by letter, phone call, or email to the responsible Company Local Compliance Officers, who are listed in Exhibit B to the Company's Code of Conduct.

V. POLICY ON RELATIONSHIPS WITH COMPANY PARTNERS

Company Partners are critical to our operations, including by interfacing directly with large end-users of Company products. Company Partners must therefore conduct themselves in accordance with the highest ethical standards and in compliance with all applicable laws.

- Company Partners are selected solely on the basis of merit. A Company Partner may not be retained to do things that are prohibited by the Company's policies.
- Each Company Partner must be carefully selected and evaluated before being retained by the Company. A background investigation must be conducted in accordance with the attached due diligence forms for Third-Party Representatives.
- Written approval, as indicated on the Company's due diligence forms, is required prior to the retention or renewal of any Third-Party Representative.
- No oral agreements or arrangements are to be made with any Company Partner.
- Expenses and other payments made to Company Partners must be properly reflected in the Company's accounting books and records and financial statements, and shall not be split or disguised in any way.
- No payments may be made in cash, to third persons, or to bank accounts that are not in the Company Partner's name, or to an account outside of the country in which the services were provided or where the Company Partner has its primary place of business.

A. POLICY

Know Your Partner

It is the responsibility of every Company Employee to know the Company Partners with whom the Company Employee transacts business for the Company. Specifically, in order to minimize the risk of doing business with a corrupt third party, the Company must confirm that Significant Company Partners and Third-Party Representatives are legitimate businesses and have a reputation for integrity by requiring such parties to certify their compliance with applicable anti-corruption laws. The Procedures section below provides more details about the vetting and certification requirements for Significant Company Partners and Third-Party Representatives.

A "Significant Company Partner" for purposes of this Policy is any Company Partner that (1) is not a Third-Party Representative and (2) either (A) supplies the Company or purchases from the Company products or services valued at more than €150,000 per year or (B) is known by the Company to purchase goods from or sell goods to a government entity. It is the responsibility of Company Employees to determine if a Company Partner is a Significant Company Partner.

Report "Red Flags"

While each Company Partner relationship should be evaluated on its specific facts, there are several "red flags" that may signify a heightened risk to the Company. The following "red flags" must always be reported in accordance with the reporting procedures outlined above:

- A government official recommends a specific person or company to serve as the Company Partner.
- A contractor refuses to certify that it will not take any action in furtherance of an improper payment.
- A potential Company Partner has a reputation for paying bribes.
- A potential Company Partner requests payment in cash.
- A potential Company Partner requests payments be made to or through a third-party or to a third-country bank account, or requests other unusual financial arrangements without reasonable explanation.
- A potential Company Partner's business is not listed in standard industry directories, or is unknown to people knowledgeable about the industry.
- A background check of the principals in the potential Company Partner's business uncovers evidence or reports of suspicious activities or a record of non-compliance with applicable rules or regulations.
- During negotiations, a counterparty seems indifferent to the price it is paying for the Company products, or otherwise fails to act in a profit-seeking manner.

Hold Company Partners to the Company's High Ethical Standards

Company Employees may not circumvent the Company's policies and procedures by using the Company Partner to do what the Company could not do itself. A Company Partner may mistakenly believe that as a local individual or company it enjoys more freedom to "play by the local rules." However, it is *never* acceptable for the Company's policies to be circumvented in this manner. Company Partners' misconduct creates a risk to the Company – and also to any Company Employees involved.

Relevant Anti-Corruption Provisions Shall be Included in the Company's General Terms of Sale

The Chief Compliance Officer shall modify the **Anti-corruption and Anti-money Laundering Contractual Provisions** as appropriate to be included in the General Terms of Sale set forth on the Company's website at [http://www. \[xxx \]](http://www. [xxx]).

B. PROCEDURES

Vetting Process

The **Due Diligence Checklist** must be completed with respect to all Third-Party Representatives. Company Employees who wish to establish or renew a relationship with a Third-Party Representative must conduct the following vetting process.

Request Information From Potential Company Partner

The Chief Compliance Officer shall supervise the evaluation of each proposed Third-Party Representative with the assistance of legal counsel.

Conduct Due Diligence Investigation

The **Due Diligence Checklist** must be completed by a regional sales manager and approved by a Local Compliance Officer with respect to prospective Third-Party Representatives and with respect to Third-Party Representative that have not completed a **Third-Party Representative Annual Certification** in the previous twelve months.

Review Investigation

If the responsible Local Compliance Officer is satisfied with the results of the investigation and deems it appropriate to engage the proposed Third-Party Representative (or renew a contract with an existing Third-Party Representative), he or she will indicate such approval in writing as provided at the bottom of the **Due Diligence Checklist**.

Annual Certification:

Each year, existing Third-Party Representatives must submit a **Third-Party Representative Annual Certification**.

Each year, existing Significant Company Partners must complete a **Significant Company Partner Annual Certification**.

Anti-Corruption and Anti-Money Laundering Contract Provisions:

The **Anti-corruption and Anti-money Laundering Contractual Provisions** shall be added to the Company's standard form contracts with Company Partners. When contracts with Company Partners are re-negotiated, or when contracts with new Company Partners are negotiated, such provisions should appear in the executed contract in substantially the same form as set forth in the standard form contract. Any material deviations must be communicated in writing to a Local Compliance Officer. No payments or sales may be made to any Company Partner outside the United States except pursuant to a written agreement.

C. GUIDANCE

CASE STUDY: You are responsible for large orders to a third-party dealer in a country known for corruption. During an unguarded moment, the buyer representative of the dealer suggests that he can double sales of the Company product, but that the price of the product would have to be reduced by 5%. Upon further inquiry you understand that the 5% discount will enable the dealer to pay for the vacation of the end-user's manager in charge of the order. He is not explicit, but his meaning is clear.

The Company is not automatically responsible for all the conduct of Company Partners. However, do not make the mistake of thinking that you can shut your eyes to signs of potential corrupt conduct simply because it involves a third party. In this case, the Company must refuse to take any steps in furtherance of the pending transaction, and cannot "turn a blind eye" to signs of impropriety. In particular, the Company may not deliver to the dealer the products that are the subject of the transaction. Depending on the precise circumstances, the Company also might have to terminate its relationship with this dealer.

Under the law, and the Company's policies, Company Employees must always be alert to suspicious activity that could suggest corruption. If the Company Partner makes a corrupt payment and the Company Employee knew or ignored facts strongly suggesting that the payment was being made, then the Company – and the Company Employee personally – could be liable for the illegal payment.

If you ever suspect that a Company Partner or other entity in the Company's sales or marketing network may have acted, or may be about to act, in violation of the Company's anti-corruption policies, you must alert your manager and seek advice immediately from the Chief Compliance Officer.

VI. POLICY ON CHARITABLE DONATIONS

The Company is proud of its strong commitment to the communities in which it operates around the world. While charitable contributions are encouraged, all contributions must be made in accordance with our high ethical standards and in compliance with all applicable laws. This policy focuses on two types of charitable donations: (1) donations made by the Company and (2) donations made by individual employees.

As leaders of their communities, government officials are often involved in requesting charitable contributions from the Company. Sometimes the request coincides with the Company's business interests. Other requests may not be directly related to our business, but would benefit the broader community. In any case, Company Employees must ensure that the contribution is not an indirect way of conferring a personal benefit on a government official, and that the contribution is not in exchange for a purchasing or other decision affecting Company interests.

A. POLICY

Charitable Donations by The Company

Contributions may never confer a personal benefit on a government official. Nor may they be made as part of an exchange of favors with any government official, even if the recipient organization is a bona fide charity. If a government official has promised any benefit, or made any threat, in connection with a contribution request, the contribution request must be denied.

All charitable contributions by the Company must be carefully reviewed to assess whether the contribution will, or is substantially likely to, confer a personal benefit on a government official. All requests for contributions must be made in writing, and the Company must obtain evidence of receipt for each contribution that it makes. The Company's charitable donations must be approved by a Local Compliance Officer after completing the **Charitable Contribution Due Diligence Form**.

Individual Employee Contributions

Individual contributions likewise cannot confer any personal benefit upon a government official, nor can they be used to influence a government official's decision concerning any matter of concern to the Company. The recipient must be a bona fide charitable organization free from any ties to illegal activities.

B. GUIDANCE

CASE STUDY 1: An employee of a significant space and defense customer in charge of a Company account tells the sales representative at the Company that he is the chair of a well-known charity that helps to end world hunger. This conversation takes place while a big order for Company products is being considered by the customer but has not yet confirmed. The customer employee asks the Company Employee if he would be interested in making a contribution to the charity. Further, certain governments of European countries are shareholders in the space and defense customer. What should the NORMA employee do?

The customer employee is a government official, potentially implicating applicable anti-corruption laws, because a government is a shareholder of the customer. This request should be denied unless there is further inquiry into the official's reasons for requesting the contribution. Without further inquiry, the requesting official should be assumed to receive some intangible benefit from a contribution to his charity. Finally, given the timing of the request, there is a strong inference that this intangible benefit was given in exchange for favorable purchasing decisions by the requesting government official. Any decision to donate should not be made while a large order is pending or anticipated in the near future.

The Company Employee should politely ask for a list of charities that the customer corporation sponsors, rather than charities affiliated with the official. The Company Employee should note that all charitable donations are reviewed by the Company's compliance office and that the Company Employee would submit the list of charities to the Compliance office for its consideration.

The outcome would be different if the request was for a contribution to a government-sponsored disaster-relief fund just established to aid victims of a recent earthquake in the official's country, particularly if it was clear that most companies were being asked to make similar contributions. Here, the official would be doing his official duty in soliciting contributions for the earthquake fund. Moreover, the direct beneficiary of the contribution would be the government, not some institution important only to the requesting official. The contribution would still need to be pre-approved by a Local Compliance Officer.

If the customer was not a government entity, how would the result be different?

The result would not be different because the timing of the donation request and the order confirmation suggest too strongly that the order confirmation would be granted if the donation was made. In such case, the Company would be receiving an improper benefit in return for the donation payment.

CASE STUDY 2: A government official approaches a Company Employee, requesting that the employee make a donation to a local organization the employee has never heard of. The employee makes the donation, thinking that he will incur no liability for attempting to do a good deed.

This donation is impermissible. An employee should never make a contribution to a charity about which he knows little. Even if the charity were known to the employee, there should be some inquiry into the official's reasons for requesting the contribution.

VII. POLICY ON TRANSACTIONS WITH NONSTANDARD TERMS

A. POLICY

Transparency reduces the risk of corruption and money laundering. The Company must ensure that its transactions with counterparties are transparent. Nonstandard terms in transactions – such as side agreements and prepayments, or delayed billing arrangements – can be used to hide improprieties or circumvent prohibited transactions. Written contracts with counterparties must accurately reflect the economics of the agreement. The quantity (or service) provided and the price must be explicit and transparent in the contract.

B. GUIDANCE

CASE STUDY 1: The Company is negotiating a contract to deliver 500 units to a contractor known to be engaged in government projects. The Company salesperson offers the dealer a 10% discount from the standard price. The contractor representative says that it would be easier to deliver 50 extra units instead of adjusting the terms in the contract. The salesperson agrees, reasoning that a 10% discount in price is equivalent to 50 extra units.

The salesperson has violated the policy that requires transparency in written contracts. The contract and invoice will reflect 500 units, when in fact 550 units will be delivered. There is no way to ensure that the extra 50 units will be recorded properly in the contractor's inventory; the contractor could use these units for improper purposes, including as gifts to government officials to obtain or retain business, which could violate this Anti-Corruption policy and applicable anti-corruption laws.

CASE STUDY 2: A third-party agent requests very complicated payment terms that have no discernable business purpose.

First, the Company Employee should attempt to understand whether there may be a legitimate business reason for the complex terms. While complexity does not necessarily always indicate impropriety, unnecessarily complex payment terms can be a red flag for money laundering activities. The employee should not complete the deal until the third-party agent either justifies the need for the terms or agrees to change the terms.

VIII. POLICY ON GIFTS TO GOVERNMENT OFFICIALS

Company Employees must exercise great caution before giving anything of value to government officials, because the gift, business travel, meals, or entertainment may be viewed as a *quid pro quo*, treated under the law as a bribe, or otherwise violate applicable law in certain circumstances. Because of the increased sensitivity surrounding gifts to government officials, this policy imposes a stricter gift limit and greater approval and documentation requirements than is required for gifts to nongovernment officials under the Company's Code of Conduct (the "Standard Gift Policy").

Gifts to U.S. Government officials are not allowed. In the United States, the Company may not provide any item of value (including products, services, travel, transportation, meals, and entertainment) to government entities or employees -- federal, state or local (including military and public education employees) -- for which the government employee and his/her agency does not pay market value.

In unusual cases, exceptions may be made after consulting outside legal counsel and with approval of the Local Compliance Officer.

A. POLICY

Gifts must comply with the Standard Gift Policy and local law. Any gift must comply with the prohibitions and requirements of the Standard Gift Policy and local law.

Gifts must be under \$100. If permitted under the Standard Gift Policy and local law, any gifts to a government official must be modest in value, infrequent, and not greater than \$100 (or equivalent local currency) to a single government official within a fiscal year period. Stricter limits must be imposed by subsidiaries if required under local law or to meet local business custom and practice.

Gifts must not result in any advantage for the Company. No gift, regardless of size, may be provided to a government official if it reasonably could be expected to affect the outcome of a government decision or a business transaction, to confer any other advantage on the Company, or otherwise create the appearance of impropriety.

Gifts to government officials must be pre-approved and properly documented. Before giving *anything* of value to a government official, an employee must complete a **Gift Request Form** and the gift must be approved by a Local Compliance Officer. All gifts must be properly documented to reflect:

- the occasion for the gift;
- the recipient;
- the recipient's organization and position;
- the nature of the gift;

- the value of the gift; and
- approval by a Local Compliance Officer

Prior approval and completion of the **Gift Request Form** is not required where the gift is of nominal value, such as promotional items like baseball caps with the Company logo, or sample containers with the Company logo, provided the value of the item is less than \$25 (or equivalent local currency).

Meals and entertainment provided to government officials. Meals and modest entertainment associated with legitimate business activities are generally permissible outside the United States, such as providing lunch for a government official who is visiting a Company office for a meeting. All such meals and entertainment must be reasonable in cost and must comply with the prohibitions and requirements of the Standard Gift Policy and local law. The requesting employee must complete the **Meals and Entertainment with Government Officials Form**. If expected to cost more than \$100 (or equivalent local currency), the meals and entertainment must receive prior approval of a Local Compliance Officer.

Paying for the travel and lodging of government officials. If otherwise allowed under local law, on rare occasions necessitated by a legitimate business purpose, employees may pay for a government official's travel and accommodation expenses, including reasonable meal expenses, under certain limited circumstances, such as site visits and business conferences. The Company may only pay for a government official's travel and accommodation expenses if:

- travel is for a legitimate business purpose;
- expenses are reasonable given the seniority of the official;
- no friends or family members of the government official are traveling at company expense;
- no stopovers are planned that are not directly connected to the business purpose of the travel, unless the stopover is at the expense of the government official and results in no additional cost to the Company;
- no per diem or pocket money is given to the government official.
- payment of the government official's travel and lodging expenses must be known to, and approved in writing by, the government official's entity in advance. Such expenses should be paid directly by the Company, or reimbursement provided to the government official's entity rather than to the government official.

Prior approval of travel-related expenses. Employees must obtain prior approval from the responsible Local Compliance Officer before paying for a government official's travel and accommodation expenses. Employees must complete the **Government Official Travel Form**, and submit the completed forms for approval.

B. GUIDANCE

CASE STUDY 1 (GIFTS): During a Company-sponsored program related to the introduction of a new product outside the United States, a government official observed promotional materials bearing the Company logo and asked whether he could have three or four of each.

Promotional materials of modest value bearing the Company logo are permissible outside the United States if allowed under the recipient's country's local laws. No **Gift Request Form** needs to be completed.

CASE STUDY 2 (MEALS AND ENTERTAINMENT): A Company Employee takes a government official out to lunch. The bill for the lunch is €100. This is the first expenditure of the fiscal year for the government official.

This expenditure is not so large as to prohibit the transaction (€50 for the official), and the total \$100 per fiscal year allowance has not been met with respect to this government official. If it complies with local law and custom, it is permissible if allowed under the policies of the recipient and documented with the **Meals and Entertainment with Government Officials Form**.

CASE STUDY 3 (TRAVEL): The Company is sponsoring a training conference. A Company Partner wants to send a professor from a local university to this conference.

This travel is permissible under certain conditions. The training serves a legitimate business purpose, so the Company may pay for the travel as long as the expenses are reasonable. Extravagant expenses (*e.g.*, first-class travel; conspicuously luxurious accommodations) would raise "red flags." The travel must be approved and documented with the **Government Official Travel Form**.

CASE STUDY 4 (TRAVEL): Under the previous scenario, the professor would like to bring her spouse.

The Company may not pay for the travel expenses of friends or family members of the government official. The official may bring her spouse, but she will have to pay for the spouse's travel expenses.

CASE STUDY 5 (TRAVEL): The Company is flying a government official to the Company's U.S. headquarters for a business meeting. The official asks if he may stop in Las Vegas on the way back home.

The Company may not pay for any stopovers that are not directly connected to the business purpose for the travel. Because there is no legitimate business purpose for stopping in Las Vegas, the official must bear all expenses associated with this side-trip.

IX. POLICY ON HIRING GOVERNMENT OFFICIALS

In some cases, a government official may attempt to influence the hiring process by asking a Company Employee to help find a job for the official's relative or friend. In other cases, an official might seek to play a role in a future Company hiring decision. In still other situations the government official may seek employment for him/herself in anticipation of leaving his/her government post.

While there is no absolute prohibition on hiring persons recommended by government officials, such requests must be approached with great caution. Even if the government official does not directly promise a benefit or issue a threat in connection with the request, hiring someone at the suggestion of a government official can create the perception of a *quid pro quo* -- i.e., that the Company's hiring decisions are based on connections, not merit. The risk is heightened if the government official is in a position to decide whether to give business to the Company.

The following policies and procedures must be followed when handling hiring requests by government officials.

A. POLICY

No "this for that." If an official offers to give a benefit to the Company in exchange for the Company's hiring of a suggested person, or if the official threatens to take adverse action if the suggested person is not hired, then the suggested person may not be hired under any circumstances.

No made-up positions. Positions may not be created solely to provide employment for the relative or friend of a government official at the request of that official.

NORMA hiring process. No candidate recommended by a government official may be hired except through the normal hiring process typical for the position in question. In most cases this will mean that the hiring process must proceed in the normal course through Human Resources. In regions without a dedicated Human Resources function, the decision must be approved by the relevant manager as follows:

Any candidate recommended by a government official must be evaluated on the same criteria as other candidates for the same job.

Company Employees may not press or ask a favor from Company Partners to hire someone recommended by a government official as a way of circumventing this policy.

Company Employees may not discuss employment or consulting opportunities with a government official while the official is employed by the government. The employee may not even imply to a government official that there may be a potential employment or consulting opportunity for him/her if he/she were to leave the government. After an individual has left his/her post as a government official, it is permissible to discuss employment or consulting opportunities with that individual.

B. PROCEDURE

There is nothing wrong with accepting recommendations on hiring and passing them on to the appropriate Company Employee(s) for consideration. If you are pressed on this issue, a recommended response is to:

- Thank the official for the recommendation;
- Advise the official that the Company has a centralized hiring process which is transparent and that decisions are made through a documented hiring process;
- Accept a résumé or letter of recommendation from the official and pass it on to the Human Resources department or the appropriate person responsible for filling the job vacancy at issue; and
- Assure the official that the suggested candidate will receive appropriate consideration on the same basis as other candidates.

C. GUIDANCE

CASE STUDY 1: A Company Employee visits an employee of a space and defense company whose shares are held by a government. At the end of the meeting, the space and defense company employee mentions that his son has recently graduated from school and is looking for a job. He asks whether there is an entry position open at the Company. The official does not in any way imply that the decision on hiring his son will affect his decision to invest in the Company's funds or products.

The employee is a government official because the company has a government shareholder. It is appropriate to explain the Company's hiring procedures, take the son's name and résumé, and forward it to the Human Resources department to be considered on the same basis as other candidates. The Company's Hiring of Government Officials Policy must be followed.

CASE STUDY 2: Under the same scenario, the official implies that he will make a bigger order if his son is hired. While the official does not state this directly, his meaning is plainly understood by the salesperson.

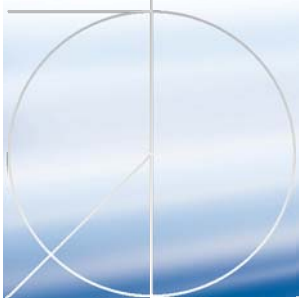
The son may not be hired because the request was linked, albeit indirectly, to an improper benefit.

X. POLICY ON CURRENCY REPORTING REQUIREMENTS

Company Employees and Company Partners must agree to abide by all U.S. federal currency reporting requirements. These requirements arise whenever currency or other monetary instruments cross the U.S. border. Company Employees and Company Partners must familiarize themselves with the **Summary of Currency Reporting Requirements** if they:

- travel into or out of the United States on the Company business,
- are involved in sending Company shipments from the United States overseas, or
- are involved in receiving Company shipments sent to the United States from abroad

XI.DOCUMENT RETENTION FORMS





Due Diligence Checklist for Third-Party Representatives

This Due Diligence Checklist must be completed with respect to prospective Third-Party Representatives and with respect to any Third-Party Representative that has not completed a **Third-Party Representative Annual Certification** in the previous twelve months.

Directions: **Section A** is to be completed by the responsible sales manager. If necessary, a Local Compliance officer may request legal counsel to assist in the completion of the due diligence checklist. **Section B** is to be completed by the responsible Local Compliance Officer.

Section A: Due Diligence Review

1. Name of Third-Party Representative:

2. Describe Third-Party Representative's duties.

3. Attach a completed copy of the **Third-Party Representative Annual Certification**.

4. Search for the names of the Third-Party Representative, its owners, and its officers (including any alternate spellings) in appropriate databases of newspapers, periodicals, court filings and enforcement actions (Westlaw, LexisNexis) as well as Google, including databases of foreign language periodicals where relevant and possible. Review relevant websites and articles in newspapers and periodicals. Contact the Company's Local Compliance Officer if additional resources are needed to perform this task. Do these materials indicate evidence of the following:

- Third-Party Representative or any of its officers or owners may have been involved in improper activity of any sort?

Yes No

If Yes, provide details on a separate piece of paper.

- Third-Party Representative (if an individual) or any of its officers or owners holds any position with any government, any agency or instrumentality of any government, any enterprise in which a government owns an interest, or any political party?

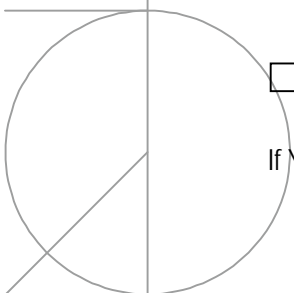
Yes No

If Yes, provide details on a separate piece of paper.

- Third-Party Representative (if an individual) or any of its officers or owners is now, or recently has been, a candidate for political office?

Yes No

If Yes, provide details on a separate piece of paper.





5. Request and speak with commercial and banking references provided by the Third-Party Representative, and any other commercial sources as you think appropriate. In these discussions, elicit information concerning the nature of the relationship between Third-Party Representative and the reference. Also, ask specifically: (1) whether the reference has any reason to believe that Third-Party Representative is engaged in illegal activities or would attempt to use its relationship with the Company in order to disguise the sources of illegally obtained funds; (2) whether the reference has any reason to believe that Third-Party Representative would be anything other than completely honest in its business dealings; and (3) whether the reference has any reason to believe that Third-Party Representative would violate a commitment not to bribe employees of governmental bodies.

- Did all of the references recommend Third-Party Representative without reservation?

Yes No

If No, provide details on a separate piece of paper.

- Do any of the references have reason to believe that Third-Party Representative is engaged in illegal activities or would attempt to use its relationship with the Company in order to disguise the sources of illegally obtained funds?

Yes No

If Yes, provide details on a separate piece of paper.

- Do any of the references have reason to believe that Third-Party Representative would be anything other than completely honest in its business dealings?

Yes No

If Yes, provide details on a separate piece of paper.

- Do any of the references have reason to believe that Third-Party Representative would violate a commitment not to bribe employees of customers or governmental bodies?

Yes No

If Yes, provide details on a separate piece of paper.

6. Speak with the Company Employee(s) who initially suggested the engagement of the Third-Party Representative. Record their answers to the following questions:

- Are there any Company Employees who are more familiar with the Third-Party Representative's business and reputation?

Yes No



If Yes, interview those employees in addition to the proposing employee(s) and also obtain their answers to the following questions.

- Why does the Company need the Third-Party Representative's services?
- How did the Third-Party Representative first come to the Company's attention?
- Describe the Third-Party Representative's relevant experience as well as the source(s) of this information.
- Describe the Third-Party Representative's relevant contacts with customers and governmental regulatory bodies, if any, and the source(s) of this information.
- Why is it potentially advantageous to the Company to enter into an agreement with the Third-Party Representative rather than use other possible third parties its own network in the territory?
- Which other possible third parties did the Company Employee consider before making a recommendation of Third-Party Representative?
- Why were the other potential third parties not recommended?
- Does the Company Employee believe Third-Party Representative would comply with contractual commitments not to bribe government officials or employees and not to disguise the sources of illegally obtained funds?

Yes No

If No, provide details on a separate sheet of paper.

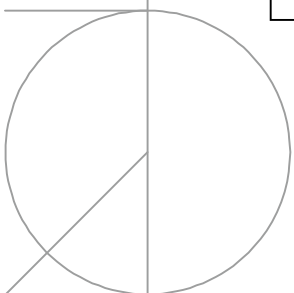
- Does the Company Employee think it likely that Third-Party Representative has paid bribes in the past for any purpose?

Yes No

If Yes, provide details on a separate sheet of paper.

- Does the Company Employee think it likely that Third-Party Representative has engaged in money laundering in the past?

Yes No





7. If reasonable under the circumstances, request and attach a standard Investigation Report from an outside investigation service that provides information on the Third-Party Representative available from public records.

- Does the report indicate that Third-Party Representative has been involved in any civil litigation or administrative or criminal proceedings?

Yes No

If Yes, provide details.

- Do public records confirm representations made by Third-Party Representative concerning its business (location, size, owners, etc.) in the Third-Party Representative Questionnaire?

Yes No

If No, provide details.

8. If available, obtain and attach a Dunn & Bradstreet report (or an equivalent independent business assessment) on Third-Party Representative.

9. Will Third-Party Representative receive compensation for the services described in the attached agreement that is higher than the normal rate for such services?

Yes No

If Yes, what justifies the extra compensation?

10. Will any part of Third-Party Representative's compensation be contingent upon the occurrence of any future event (for example, a consultant's fee linked to successfully obtaining a government permit)?

Yes No

If Yes, provide the amount of the contingent compensation, describe the contingency, and explain the reason why compensation has been structured in this manner.

11. Will there be any other unusual provisions in the agreement with Third-Party Representative?

Yes No

If Yes, describe those unusual provisions and explain their justification.

12. Have other the Company business units had any dealings with Third-Party Representative?

Yes No

If Yes, list those business units and describe the nature of the dealings.



13. Attach a copy of the draft agreement with Third-Party Representative.

14. Are any of the following circumstances present:

- A regulator or other government official recommended Third-Party Representative.

Yes No

- Third-Party Representative's suggested fee is much greater than the normal rate for comparable work.

Yes No

- Third-Party Representative is a distributor and is seeking unusually favorable terms.

Yes No

- Third-Party Representative's compensation includes a success fee that depends on some favorable action by a government agency or official.

Yes No

- Third-Party Representative has refused to agree to the anti-corruption or anti-money laundering provisions of the standard contract.

Yes No

- There are indications that Third-Party Representative may have made improper payments to government officials in the past.

Yes No

- Third-Party Representative has requested unusual payment arrangements, such as being paid in cash or in a bank account that is located in a country other than the country in which the services would be performed.

Yes No

If the answer to any of the preceding questions is "Yes," the Company may not enter into an agreement with Third-Party Representative without first consulting with the Company's Chief Compliance Officer. You must **SEEK ADVICE** if you are in any way unsure of the propriety of entering into an agreement with Third-Party Representative.



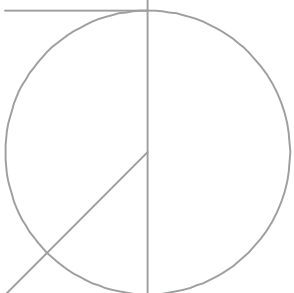
Signature: _____ Date: _____
Name: _____
Position: _____

Section B: Approval of the Local Compliance Officer

I have reviewed the foregoing information and collected supporting information as necessary, in order to assess whether this transaction complies with the Company's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**. Based on my review this transaction is

APPROVED DENIED.

Signature: _____ Date: _____
Name: _____
Position: _____





Third-Party Representative Annual Certification

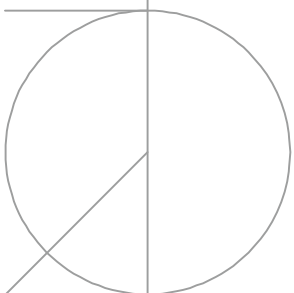
At least annually, each Third-Party Representative must certify that it is in compliance with applicable anti-corruption laws and submit this Annual Certification to the applicable NORMA Group Local Compliance Officer no later than December 31 of each calendar year.

- 1. Name of the Third-Party Representative:
- 2. I certify that neither the Third-Party Representative nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government, or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, or to any private individual or entity, for the purpose of influencing any act or decision of such official, employee, individual, or entity, or otherwise promoting the business interests of the Company in any respect. I further certify that no payment, authorization, promise, or gift of the sort described in this paragraph has been made prior to this date.
 Yes No
- 3. I certify that neither the Company Partner nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, attempt to disguise the source of illegally obtained funds. I further certify that no such attempt has been made prior to this date.
 Yes No
- 4. I certify that I have received and read, and that the Third-Party Representative has complied with, the NORMA Group's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**.
 Yes No

Signature: _____ Date: _____

Name: _____

Position: _____





Significant Company Partner Annual Certification

At least annually, each Significant Company Partner must certify that it is in compliance with applicable anti-corruption laws and submit this Annual Certification to the applicable NORMA Group Local Compliance Officer no later than December 31 of each calendar year.

Note: the use of the title “Significant Company Partner” is for NORMA internal purposes only and shall not be deemed to be descriptive of the actual relationship between the Company and such third-party.

1. Name of the Significant Company Partner: _____

2. During the previous twelve months, or such shorter period of time that the Significant Company Partner has been engaged by the NORMA Group, the Significant Company Partner has complied with the General Terms of Sale set forth on the following website: [http://www\[\]](http://www[]).

Yes No

3. I certify that neither the Significant Company Partner named above, nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government, or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, or to any private individual or entity, for the purpose of influencing any act or decision of such official, employee, individual, or entity, or otherwise promoting the business interests of the Company in any respect. I further certify that no payment, authorization, promise, or gift of the sort described in this paragraph has been made prior to this date.

Yes No

4. I certify that neither the Significant Company Partner nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, attempt to disguise the source of illegally obtained funds. I further certify that no such attempt has been made prior to this date.

Yes No

Signature:

Date:

Name:

Position:

Anti-Corruption and Anti-Money Laundering Contractual Provisions

The Company's standard form contracts with Company Partners must include the following provisions, or similar provisions approved by the Company's Chief Compliance Officer.

Note: The language below assumes that the Company Partner is a legal entity. Revisions are necessary if such Company Partner is an individual. In that event, please consult the Company's Chief Compliance Officer.

{INSERT CONTRACT SECTION #}

1. [Company Partner] represents and warrants to the Company that:
 - a. in carrying out its responsibilities under this Agreement, neither [Company Partner] nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of {INSERT NAME OF COUNTRY} or of any of its agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office (including any party, official, or candidate in {INSERT NAME OF COUNTRY}), or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of the Company in any respect. [Company Partner] further represents and warrants that no payment, authorization, promise, or gift of the sort described in this paragraph has been made prior to the date of this Agreement.
 - b. neither [Company Partner], nor any of its subsidiaries, directors, officers, employees or agents, shall use [Company Partner]'s relationship with the Company to attempt to disguise the sources of illegally-obtained funds. [Company Partner] further represents and warrants that no such attempt of the sort described in this paragraph has been made prior to the date of this Agreement.
 - c. [Company Partner] has received, read, and agrees to comply with the terms of the Company's **Anti-Corruption Policy and Anti-Corruption Compliance Procedures**.
2. Notwithstanding any other provision of this Agreement, the Company may immediately suspend this Agreement, and any payments required under this Agreement, in the event it should receive information which it determines in good faith and in its sole discretion to be evidence of a breach by [Company Partner] of any undertaking in subsections 'a,' 'b,' or 'c,' above. The Company shall not be liable to [Company Partner] for any claims, losses, costs or damages related to its decision to withhold payments under this provision.
3. In the event of receipt of such evidence and/or such suspension, the Company shall have the right to audit [Company Partner] in order to satisfy itself that no breach has occurred, and [Company Partner] shall fully cooperate with any such audit or related inquiry by the Company. The Company shall consult with [Company Partner] and may thereafter immediately terminate this Agreement by written notice, effective immediately, if the Company, acting in good faith and in its sole discretion, is reasonably satisfied that such a breach has occurred, or that [Company Partner] has failed to cooperate fully with the Company's audit or related inquiry.
4. In the event of such termination, this Agreement shall be void ab initio. The Company shall have no liability to [Company Partner] under this Agreement for any unpaid fees, reimbursements or other compensation owed under this Agreement, or for any other loss, cost, claim, or damage resulting, directly or indirectly, to [Company Partner] from such termination.



5. In the event the Company is reasonably satisfied that a breach has occurred, the Company is entitled to recover all fees paid to [Company Partner] in connection with any transaction involving such a breach of these representations and warranties. [Company Partner] shall indemnify and hold harmless the Company for all losses, costs, claims or damages arising from or relating to breach of these representations and warranties and/or termination of this Agreement.

6. In no event shall the Company be obligated to take any action under this Agreement if the Company, acting in good faith and in its sole discretion, believes that to do so would cause the Company to be in violation of any nation's or territory's laws, including but not limited to the U.S. Foreign Corrupt Practices Act.

Charitable Contribution Due Diligence Form

Use the following checklist to assess whether a charitable contribution request satisfies the policies set forth in the Company's Anti-Corruption Policy and Anti-Corruption Compliance Procedures.

Section A should be completed by the Company Employee proposing the contribution for consideration. The employee completing this section must take reasonable steps to collect the information requested below, including speaking (as necessary) with other Company Employees knowledgeable about the party requesting the contribution (the "Requestor"), the proposed recipient (the "Recipient"), or this particular request.

Section B must be completed by a Local Compliance Officer.

Section A: Information About Request

1. Describe the contribution request, including the cost to the Company and the relationship between the Requestor and the Recipient.
2. Did Recipient submit a written request containing information about the Recipient and an explanation of what the contribution will be used for?

Yes No

If Yes, attach written request to this checklist.

If No, contribution may not be approved.

3. Has any due diligence been conducted on Recipient or Requestor in the past?

Yes No

If Yes, attach a copy of all prior due diligence documentation.

4. Does the Company have a prior relationship with Recipient or Requestor?

Yes No

If Yes, describe the relationship. List any relevant prior contributions made by the Company.

5. How did this particular request first come to the Company's attention?

6. List the people who have communicated with the Company concerning the requested contribution, and indicate whether each is a government official.



Name	Position / Title	Government Official?

7. Is Recipient a government institution or agency (for example, a public hospital)?

Yes No

If Yes, skip to Question 9.

8. If Recipient is not a government institution or agency, is any government official affiliated with Requestor (as a board member, known supporter, etc.)?

Yes No

If Yes, please explain.

9. Has anyone stated or implied that the Company will suffer adverse governmental action if the requested contribution is not made or receive a benefit if the contribution is made?

Yes No

If Yes, please describe.

10. Why is it in the Company's interest to make the requested contribution?

11. Based on your investigation of Requestor, Recipient, and this contribution request, do you have any reason to question whether some or all of the requested contribution will be diverted for an improper purpose, such as to benefit a government official personally, or may be part of an exchange of favors with a government official?

Yes No

If Yes, please describe.

12. List everyone with whom you spoke to collect the above information.

Signature:

Date:

Name:

Position:



Section B: Local Compliance Officer Review

13. Is the requested contribution consistent with the policies set forth in the Company's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**?

Yes No

If Yes, briefly describe reason.

If No, contribution may not be made.

14. If this is a monetary contribution, would it be appropriate to make an in-kind contribution instead?

Yes No

If Yes, explain why in-kind contribution is not being made.

If No, explain why not.

15. Could the Company fairly be criticized or embarrassed if it makes the contribution?

Yes No

I have reviewed the information in Section A of this form, and answered the questions in Section B. Based upon my review, this contribution request is

APPROVED DENIED.

I am aware of my duties under the Company's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures** to obtain evidence of receipt for any contribution, and to publicize any contribution in the manner most appropriate for this community. All documentation associated with this request shall be maintained in accordance with the Anti-Corruption Policy's documentation retention policy.

Signature:

Date:

Name:

Position:



Gifts Request Form

Section A: To Be Completed by Company Employee Proposing Gift

- 1. Name of Proposed Recipient:
- 2. Please describe Proposed Recipient's organization, and Proposed Recipient's role in that organization.
- 3. Value of Proposed Gift:
- 4. Cumulative value of all gifts to Proposed Recipient during fiscal year:
- 5. Please describe the gift. Include the context or reason for giving the gift (*e.g.*, holiday, birthday).

6. Is this gift legal under local law; permissible according to the internal policies of the Proposed Recipient's organization; permissible under the Company's Gift Policy; and consistent with local business custom and practice?

Yes No

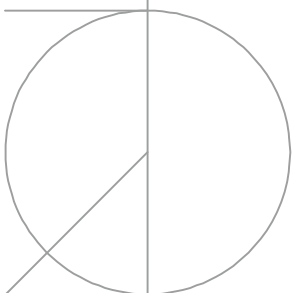
7. Do you have any reason to believe this gift will affect the outcome of a government decision in which the Company has an interest?

Yes No

If you answered either "yes" to this question, or "no" to the prior question, the proposed gift is impermissible. File this form and any accompanying documentation in accordance with the Anti-corruption Policy's document retention policy. Otherwise, continue below.

8. Is this gift worth more than \$100 (or equivalent local currency) by itself, or more than \$100 when combined with other gifts to this government official for the fiscal year?

Yes No





Section B: To Be Completed by Requesting Employee's Local Compliance Officer

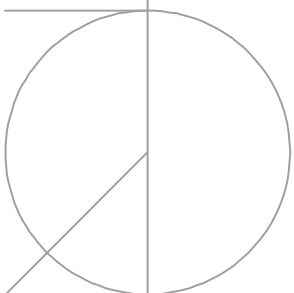
I have reviewed the information in Section A of this form in order to assess whether this gift complies with the policies in the Company's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures** and the Gift Policy. I have inquired into whether there is any reason to believe that this gift would affect the outcome of any government decision in which the Company has an interest. Based upon my review, the gift is

APPROVED DENIED.

Signature: _____ Date: _____

Name: _____

Position: _____





Meals and Entertainment with Government Officials Form

Section A: To Be Completed by the Company Employee Hosting the Meal or Event

1. Please provide information about all of the government officials to be invited to the event, including each official's name, title, and organization represented.
2. What is the estimated total amount to be spent on government officials at this proposed event in United States and local currency?
3. Please provide the cumulative amount spent on meals and entertainment for each government official listed in Question 1 during the current fiscal year in United States and local currency.
4. Please describe the event. Include information about the setting and itinerary.
5. Is it legal for the Company to host this event under local law; permissible according to the internal policies of the recipient's organization; and consistent with local business custom and practice?

Yes No

6. Do you have any reason to believe that the Company's hosting of this event will affect the outcome of any government decision in which the Company has an interest?

Yes No

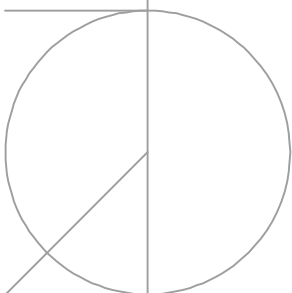
If you answered either "yes" to this question, or "no" to the prior question, the proposed event is impermissible. File this form and any accompanying documentation in accordance with the Anti-Corruption Policy's document retention policy. Otherwise, continue below.

I estimate that more than \$100 will be spent on any individual government official at this event, or more than \$100 will be spent on any individual government official when combined with other gifts to the same official during this fiscal year.

True False

If the answer to the preceding question was "false," then you may host the event without approval.

If the answer to the question was "true," obtain your Local Compliance Officer's approval below.





Section B: To Be Completed by the Local Compliance Officer

I have reviewed the information in Section A of this form in order to assess whether the proposed event complies with the Company's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures** and the Gift Policy. I have inquired into whether there is any reason to believe that this event would affect the outcome of any government decision in which the Company has an interest. Based upon my review, the event is

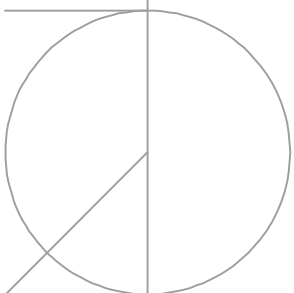
APPROVED DENIED.

Furthermore, I have taken reasonable steps to ensure that this form, and any accompanying documentation, is maintained under the Anti-Corruption Policy's document retention policy.

Signature: _____ Date: _____

Name: _____

Position: _____





Meals and Entertainment with Third Parties Form

Section A: To Be Completed by the Company Employee Hosting the Meal or Event

1. Please provide information about all third parties to be invited to the event, including each individual's name, title, and company represented.
2. What is the estimated total amount to be spent on such individuals at this proposed event in local currency?
3. Please provide the cumulative amount spent on meals and entertainment for each third party individual listed in Question 1 during the current fiscal year in local currency.
4. Please describe the event. Include information about the setting and itinerary.

5. Is it legal for the Company to host this event under local law; permissible according to the internal policies of the recipient's organization; and consistent with local business custom and practice?

Yes No

6. Do you have any reason to believe that the Company's hosting of this event will affect the outcome of any third party decision in which the Company has an interest?

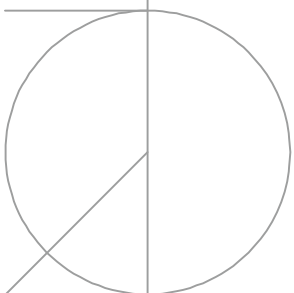
Yes No

If you answered either "yes" to this question, or "no" to the prior question, the event is impermissible. You may change the third parties invited to the event or the nature of the event so as to meet the requirements of questions 5 and 6; however, before doing so, you must file this form and any accompanying documentation in accordance with the Anti-Corruption Policy's document retention policy. Otherwise, continue below.

I estimate that more than €300 will be spent on any third party individual at this event.

True False

If the answer to the preceding question was "false," then you may host the event without approval. If the answer to the question was "true," obtain your Local Compliance Officer's approval below.





Section B: To Be Completed by the Local Compliance Officer

I have reviewed the information in Section A of this form in order to assess whether the proposed event complies with the Company's **Anti-Corruption Policy** and **Anti-Corruption Compliance Procedures**. I have inquired into whether there is any reason to believe that this event would affect the outcome of any third party decision in which the Company has an interest. Based upon my review, the event is

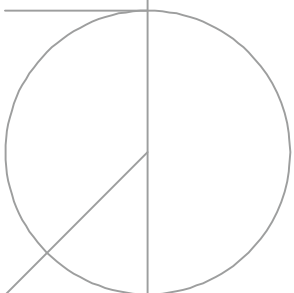
APPROVED DENIED.

Furthermore, I have taken reasonable steps to ensure that this form, and any accompanying documentation, is maintained under the Anti-Corruption Policy's document retention policy.

Signature: _____ Date: _____

Name: _____

Position: _____





Government Official Travel Form

Section A of this form must be completed by the Company Employee responsible for the proposed visit, or by his/her designee, and then submitted to a Local Compliance Officer. The Local Compliance Officer must complete **Section B**.

Section A (to be completed by the Company Employee requesting approval)

1. Please provide your name and position.
2. Identify each government official for whom you seek travel and/or related expense reimbursement by the Company, in whole or in part.

Name of Official	Position

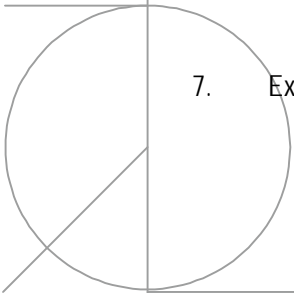
3. Explain in detail the business purpose of the trip, and the government officials' roles in connection with current or potential Company business
4. Attach a copy of the proposed travel itinerary.
5. Does the itinerary include any stops at locations where the Company does not have an office or other ongoing operation?
 Yes No

If Yes, explain the business purpose for stopping at such a destination.

6. Please indicate the travel and accommodation standards.

Airline: Economy Business First
 Hotel: Modest Business Other

7. Explain why this standard is reasonable given the seniority of the government official(s) who will be traveling.





- 8. Has the agency for which the government official works approved in writing the Company's payment of the government official's travel and accommodation expenses? (Attach a copy of such approval).
- 9. What is the method to be used to pay for the government official's travel and accommodation expenses (such as (a) reimbursement to government official's agency; (b) direct payment of vendors; or (c) reimbursement of government official's expenses)?

Signature: _____ Date: _____

Name: _____

Position: _____

[SUBMIT COMPLETED FORM TO LOCAL COMPLIANCE OFFICER]

Section B (to be completed by Local Compliance Officer)

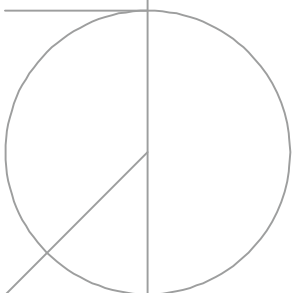
I have reviewed the foregoing information, spoken with the person who submitted the request, and collected supporting information as necessary. Based on my review this travel request is

APPROVED DENIED.

Compliance Officer's
Signature: _____ Date: _____

Name: _____

Position: _____



XII. SUMMARY OF CURRENCY REPORTING REQUIREMENTS

All Company Employees and Company Partners should familiarize themselves with the following rules regarding the international transportation of currency or monetary instruments.

General Rule

The physical transportation of currency, or other monetary instruments, exceeding \$10,000 across U.S. borders is prohibited without first completing FINCEN Form 105. This rule applies to all of the following situations:

- Persons carrying currency, or other monetary instruments, with them while traveling into or out of the United States, whether by air, land or sea;
- Persons mailing or shipping currency, or other monetary instruments, into or out of the United States; and
- Persons receiving in the United States, currency, or other monetary instruments, that was mailed or shipped from outside the United States.

Monetary Instruments

In addition to cash and currency, this rule applies to all of the following:

- traveler's checks in any form;
- negotiable instruments (including checks, promissory notes, and money orders) in bearer form, endorsed without restriction, made out to a fictitious payee, or otherwise in such form that title thereto passes upon delivery;
- incomplete instruments (including checks, promissory notes, and money orders) that are signed but on which the name of the payee has been omitted; and
- securities or stock in bearer form or otherwise in such form that title thereto passes upon delivery.

Seek Advice

Any Company Employee or Company Partner with questions about these requirements must consult a Local Compliance Officer.