

AG&P Global Anti-Corruption Compliance Policy

INTRODUCTION

AG&P seeks always to drive a culture of excellence, integrity and trust. We have full faith and confidence in each employee, but none of us can ever countenance any behavior that jeopardizes the 100-plus years of history and the very bright future that we are building. Consequently, we hope that these words are taken in the spirit in which they are intended. We thank you in advance for always upholding AG&P's virtue and conducting business with honor and integrity. This policy is also intended to foster open communications. Thus, questions and clarifications are always welcome and encouraged.

POLICY STATEMENT

AGP International Holdings Ltd., Atlantic, Gulf & Pacific Company of Manila, Inc. and its subsidiaries (collectively "AG&P" or the "Company") are committed to preventing bribery and complying with the various anti-corruption laws that apply to our operations around the world. These include the laws of all countries in which AG&P does business at any given point in time, including but not limited to the laws of the Philippines, Korea, India and Australia, and the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act (all collectively, the "Anti-Corruption Laws"). It is the policy of AG&P to comply with these Anti-Corruption Laws and to always conduct business in an ethical and professional manner.

SCOPE

This Policy applies to AG&P's operations worldwide, including any subsidiaries, joint ventures or partnerships controlled by AG&P. Where AG&P does not have control over a joint venture or partnership, AG&P must make a good faith effort to require the entity to implement this Policy or a similar anti-corruption policy to detect and prevent corruption.

RESPONSIBILITIES

All directors, officers and employees of AG&P must comply with this Policy. AG&P also expects third parties acting on the Company's behalf to comply with the Anti-Corruption Laws and, by agreement, this Policy.

Subject to local law restrictions, any such person who becomes aware of or receives a reasonably credible report of a violation of this Policy or the Anti-Corruption Laws must promptly report such concerns to their supervisor and the General Counsel. AG&P will not permit retaliation of any kind against any employee who, in good faith, reports actual or suspected violations of this Policy or the Anti-Corruption Laws.

The General Counsel shall be responsible for Policy administration, such as training, working with AG&P management to review and revise this Policy when needed, Policy interpretations, approving deviations from this Policy and assessing the Company's anti-corruption risks.

GROUP ANTI-CORRUPTION COMPLIANCE POLICY

I. PROHIBITED CONDUCT

A. PROHIBITION AGAINST BRIBERY

AG&P strictly prohibits bribes, kickbacks, or improper payments of any kind given to any person. AG&P's directors, officers, employees, and third parties acting on behalf of AG&P must not knowingly offer, give, pay, promise to pay or authorize the payment of money or Anything of Value, directly or indirectly, to or for the benefit of any person, including any private person or Public Official, with the intention of corruptly influencing any person to obtain or retain business or secure any improper business advantage for AG&P, including:

- Inducing the recipient (or another) to perform improperly a relevant function or activity connected with a business, trade or profession, performed in the course of a person's employment, or performed by or on behalf of a body of persons;
- Influencing a Public Official to do or omit to do an act in violation of a lawful duty; or
- Inducing a Public Official to use his or her influence with a government (or its instrumentality, such as a state-owned company).

Compliance with this Policy and the Anti-Corruption Laws is particularly important because AG&P may seek to do business in jurisdictions in which (i) Public Officials or government entities are engaged in commercial and financial activities; and (ii) corruption and related problems are common.

Anything of Value

Defined broadly to include any financial or other advantage, including but not limited to: cash, cash equivalents (such as gift cards or vouchers), gifts, entertainment, meals, drinks, refreshments, other hospitality, payment or reimbursement for travel expenses, vacations, accommodations or valuable favors (such as educational and offers of employment opportunities for friends and relatives), and discounts and rebates. For purposes of this Policy, "Anything of Value" has no minimum value.

Public Official

Defined broadly to include:

- (i) any elected or appointed government official, officer, employee or person acting in an official or public capacity on behalf of a government (i.e., local, regional, and national, and legislative, administrative, judicial, and executive branches);
- (ii) any official or employee of a quasi-public or non-governmental international organization (sometimes referred to as "NGOs") such as the United Nations, Red Cross, International Monetary Fund and the World Bank;
- (iii) any employee or other person acting for or on behalf of any entity that is wholly or partially government owned or controlled by a government (such as a national oil company);
- (iv) any person exercising legislative, administrative, judicial, executive, or regulatory functions for or pertaining to government (including any independent regulator); or
- (v) any political party official, officer, employee, or other person acting for or on behalf of a political party; and any candidate for public office (even if not currently in office).

B. PROHIBITION AGAINST REQUESTING OR RECEIVING BRIBES

AG&P's directors, officers, employees, and third parties acting on AG&P's behalf are prohibited from requesting, agreeing to receive or accepting Anything of Value to improperly induce the performance of a relevant business function on behalf of AG&P or to reward the improper performance of such a function.

C. PROHIBITION AGAINST FACILITATING PAYMENTS

AG&P generally prohibits "Facilitating Payments" or "grease payments" to be made in connection with the Company's operations. In many countries it is illegal under local law to make Facilitating Payments. Accordingly, such payments are prohibited by this Policy.

Limited Exception: If there is an immediate and credible threat to the health, safety or welfare of an employee, family member or co-worker – e.g., a threat to dynamite an oil rig if a payment is not made to the official – and it is not reasonably possible to obtain advance approval for a proposed payment demanded, the payment may be made without prior approval. In such circumstances, the General Counsel must be notified as soon as possible after such payment is made. All payments made under this provision must be properly and accurately recorded in the Company's books and records.

Facilitating Payments

Typically, small customary payments to low-level Public Officials to expedite or secure the performance of certain non-discretionary, routine, governmental administrative actions. Facilitating Payments include, for example, small payments to:

- expedite the processing of nondiscretionary governmental papers such as the issuance of a visa, to obtain an official stamp or signature on a document, etc.;
- obtain routine, nondiscretionary business permits and licenses; or
- expedite the movement of equipment, goods or persons to clear customs.

D. PROHIBITION AGAINST BRIBERY BY THIRD PARTIES

In certain circumstances, AG&P may be liable for corrupt activities by third parties acting on AG&P's behalf, including if AG&P knew or should have known that the third party was likely to make improper payments on AG&P's behalf. AG&P employees are prohibited from making a gift, payment or offer to a third party while knowing that all or a portion of the payment will be used, directly or indirectly, to improperly influence a private person or Public Official. The term "knowing" includes conscious disregard of suspicious actions or circumstances and deliberate ignorance of facts. AG&P's directors, officers, and employees must not deliberately ignore circumstances that should reasonably alert them and the Company to the high probability of improper conduct or unlawful actions by third parties.

II. REQUIREMENTS FOR DEALINGS WITH THIRD PARTY INTERMEDIARIES

To protect AG&P from liability for corrupt conduct by third parties acting on AG&P's behalf, AG&P has established certain procedures regarding the Company's relationship with third parties that pose heightened corruption risks (each an "Intermediary"). These procedures, described in detail below, include: (1) reasonable due diligence on prospective Intermediaries; (2) reasonable payment arrangements; (3) written agreements with all Intermediaries; and (4) oversight and monitoring.

Intermediaries

Any third party intermediary reasonably likely to interact with an existing or prospective customer, government entity, or Public Official on AG&P's behalf, such as agents, lobbyists, brokers, representatives, consultants, distributors and/or sales representatives. In addition, for purposes of this Policy, prospective Joint Venture partners are also considered Intermediaries.

AG&P expects other types of third parties (those that are not reasonably likely to interact with prospective customers, government entities, or Public Officials on AG&P's behalf, such as certain independent contractors, vendors, or suppliers) to comply with the Anti-Corruption Laws. Although the procedures described below do not apply to these types of third parties, AG&P must ensure that it only enters into business relationships with reputable, qualified and ethical third parties. When engaging such third parties, AG&P directors, officers, and employees should be sensitive to any evidence that the third party may be owned or affiliated with a Public Official or customer, which could present conflict of interests or corruption risks.

A. REASONABLE DUE DILIGENCE

AG&P must take care to ensure that it only engages Intermediaries that are appropriate and qualified for the contemplated role, that do not have improper or suspicious connections or ownership interests (*i.e.*, connections to customers or Public Officials), and that are not likely to engage in improper, unethical or corrupt activities. Accordingly, AG&P conducts reasonable due diligence before retaining any new Intermediaries, as well as before renewing or extending any existing agreement with Intermediaries. Elements of due diligence include the following:

1. **Third Party Intermediary Questionnaire.** An AG&P employee seeking to retain a new Intermediary or renew an existing agreement must obtain an executed ***Due Diligence Questionnaire*** (provided as **Appendix A**) from the proposed Intermediary. This AG&P employee must review the completed Due Diligence Questionnaire and provide the executed questionnaire to the General Counsel.
2. **Public Records Review.** AG&P requires that publicly available information on the Intermediary and its key employees be reviewed to confirm information provided in the ***Due Diligence Questionnaire***; to determine whether the entity or its employees are connected to or owned by Public Officials, customers or prohibited parties; and to confirm that the Intermediary does not have a history of criminal activity or a propensity to engage in corrupt activities. The AG&P employee seeking to retain the Intermediary must coordinate the appropriate public records review with the General Counsel.

3. **Additional Due Diligence.** The General Counsel, at his or her discretion, may request additional due diligence on the prospective Intermediary, depending on the risks associated with the Intermediary. This additional due diligence could include, but is not limited to:
 - Contacting the Intermediary's references to assess Intermediary's reputation, ability to perform the contemplated services and history of compliance with anti-corruption laws and other legal or contractual requirements.
 - Reviewing the Intermediary's Code of Conduct or Anti-Corruption policies.
 - Engaging an outside law firm or third party due diligence service provider to conduct an inquiry into the Intermediary's qualifications and history of compliance.

B. REASONABLE PAYMENT ARRANGEMENTS

AG&P will only enter into payment arrangements with Intermediaries that are: (1) commercially reasonable under the circumstances; (2) appropriate in relation to the Intermediary's experience and services provided; and (3) consistent with local laws and market practices.

1. **Evidence of Commercial Reasonableness.** AG&P must document all evidence that supports the Company's determination that the proposed payment arrangement with the Intermediary is reasonable, appropriate and consistent with market standards. Evidence could include, but is not limited to: quotes from other similar third parties; payment arrangements with current or prior AG&P Intermediaries; information provided by the Human Resources department; or other information relied upon by the Company.
2. **Appropriate and Lawful Payment Arrangements.** Intermediaries may be paid through a variety of payment arrangements, depending on the type of Intermediary being retained and the services that will be provided. All such arrangements must be appropriate for the Intermediary's role, and must be completely and accurately documented in the agreement between AG&P and the Intermediary. Off-shore payments and cash payments are prohibited. AG&P may not knowingly enter into any payment arrangement that violates any law, that would enable or facilitate others in violating a law or that is inconsistent with reasonable and appropriate market or industry practices.
3. **Expense Reimbursement.** Payment arrangements that include reimbursement of expenses incurred by the Intermediary will be considered only where the arrangement is accurately detailed in the agreement between AG&P and the Intermediary. All expense reimbursement requests must be supported by the appropriate documentation, consistent with the written agreement and comply with the gifts and hospitality policies described below.

C. APPROVAL TO RETAIN AN INTERMEDIARY, WRITTEN AGREEMENTS AND RECORD-KEEPING

The retention of an Intermediary must be approved in writing by the General Counsel. In addition, all Intermediary agreements must be in writing before the Intermediary provides any services on behalf of AG&P or receives any payments from AG&P.

1. **Anti-Corruption Terms and Conditions.** All Intermediaries must sign a certification of anti-corruption compliance. An example certification is provided as **Appendix B**. In addition, all Intermediary agreements must include the anti-corruption contractual provisions provided in, or similar to, the provisions found in the sample anti-corruption language, provided as **Appendix C**.
2. **Approvals.** The General Counsel will review the due diligence results (including the Due Diligence Questionnaire, the public records review, and any additional due diligence undertaken by the Company) and the proposed payment arrangement to ensure compliance with this Policy and applicable laws. In addition to any business-level approvals required to engage the Intermediary, the General Counsel must provide written approval to retain the Intermediary.
3. **Recordkeeping.** The General Counsel must retain any due diligence analysis related to Intermediaries for the Company's records. This analysis should indicate whether issues were identified during due diligence and how AG&P addressed these issues (if applicable).

D. OVERSIGHT AND MONITORING

Although all AG&P personnel interacting with Intermediaries are responsible for remaining attentive to each Intermediary's conduct and compliance with this Policy, the AG&P employee who initiated the relationship with the Intermediary is responsible for monitoring Intermediary activities and compliance with the requirements described in this Policy.

Subject to local law restrictions, employees must promptly report to their supervisor and the General Counsel:

- Any unusual payment request by an Intermediary, including requests for donations of goods or services, requests for payment in cash or requests to be paid in a country other than the country in which the Intermediary is based;
- Any invoice from an Intermediary that lacks reasonable detail (*i.e.*, "payment for services rendered"); or
- Any violation or reasonable credible report of suspicious, unethical, or unlawful conduct by an Intermediary, its subcontractors or its employees.

III. GIFTS AND HOSPITALITY

Reasonable and proportionate business gifts and hospitality (such as meals, drinks, travel and entertainment) can play an important role in strengthening personal relationships and promoting AG&P's business. These types of legitimate business expenses are not prohibited by this Policy, provided that the purpose of the gift or hospitality is not to induce improper action or secure an improper business advantage.

AG&P directors, officers, employees and Intermediaries are prohibited from giving or offering any type of gift or hospitality to any person, including any Public Official or commercial customer, with the intent of improperly influencing the recipient in any way related to AG&P's business.

Permissible Gifts & Hospitality

Only lawful, reasonable and appropriate gifts and hospitalities may be offered or given to any person. To assist with this determination, gifts and hospitality must comply with the following requirements:

- There must be a business purpose for the gift or hospitality.
- Reasonably priced and culturally appropriate gifts, ordinarily Company-branded items, are preferred.
- The cost of the gift or hospitality must always be reasonable and appropriate. The frequency of hospitality should be carefully monitored as the cumulative effect of frequent hospitality may give rise to an appearance of improper conduct.
- Cash (or cash equivalent) gifts are prohibited.
- The gift or hospitality should be commensurate with local practices.
- The gift or hospitality should avoid even the appearance of impropriety.
- The gift or hospitality must be permissible under any guidelines imposed by the recipient's employer (including any applicable government regulations).

A. GIFTS & HOSPITALITY FOR PUBLIC OFFICIALS

Employees and Intermediaries may not provide gifts or hospitality to Public Officials on AG&P's behalf, related to AG&P's business or using AG&P funds without prior written approval of the General Counsel. The General Counsel may promulgate additional guidelines for gifts and hospitality to Public Officials, including monetary and frequency thresholds below which pre-approval may be dispensed with, provided that these gifts and hospitality are never made for an improper purpose.

B. RECEIPT OF GIFTS AND HOSPITALITY

AG&P personnel may not solicit or accept any gifts or hospitality in connection with their employment with AG&P, especially from individuals and entities who are subject to AG&P purchasing or business decisions. In limited circumstances, however, AG&P personnel may accept modest gifts or hospitalities, the receipt of which must immediately be reported to the General Counsel. What is considered "modest" may vary depending in each situation, and the General Counsel may promulgate additional guidelines regarding monetary and frequency thresholds below which gifts and hospitality may be accepted (subject to such acceptance being reported to the General Counsel). Employees who have questions about whether or not they may accept a gift or hospitality should contact the General Counsel.

IV. SOCIAL AND POLITICAL CONTRIBUTIONS

AG&P prohibits social and political contributions from being made for the improper purpose of obtaining or retaining business or otherwise securing a business advantage for AG&P. Employees shall consult with the General Counsel before making any political or charitable contributions on behalf of AG&P. All such payments shall be properly and accurately documented in the Company's books and records. In no circumstances may any third party, including any Intermediary, make a social or political contribution on AG&P's behalf.

V. BOOKS, RECORDS AND ACCOUNTING CONTROLS

AG&P and its directors, officers, and employees must make and keep books and records that accurately and fairly reflect the transactions of the Company and devise and maintain an adequate system of internal accounting controls. All payment arrangements, including payments to Intermediaries and other third parties, must comply with all applicable laws and with the relevant AG&P accounting policies and procedures, including expense approval procedures. No payment on behalf of AG&P should be approved without adequate supporting documentation or made with the intention or understanding that all or part of any such payment is to be used for any purpose other than that described by the documents supporting the payment.

VI. TRAINING AND CERTIFICATION

The following persons are required to complete annual anti-corruption training: AG&P directors, officers and employees working in business development, finance, logistics, internal audit and risk management departments; employees operating in countries determined by the General Counsel to have significant corruption risks; and employees who will likely interact with Intermediaries and/or Public Officials on AG&P's behalf. The General Counsel will develop a communication plan to disseminate this Policy and to track training assignments and completions for employees impacted by this Policy. AG&P management will provide tailored training specific to localized anti-corruption risks, including to Intermediaries.

The General Counsel shall identify AG&P employees who must certify annually that they have read this Policy and agree to comply with the Policy. The certification is included as **Appendix D**.

VII. COMPLIANCE PROGRAM MONITORING AND AUDITING

The General Counsel will ensure that AG&P's operations are periodically audited for compliance with this Policy by qualified internal or external auditors. On a periodic basis, the General Counsel also will ensure that AG&P conducts an assessment of its anti-corruption risks. The General Counsel will update this Policy to address findings from audits and assessments, as required.

VIII. VIOLATIONS AND DISCIPLINARY ACTION

AG&P could be subject to serious criminal and civil penalties for violating the Anti-Corruption Laws, as well as reputational damage for association with corrupt activities, significant costs associated with investigations of allegations of corrupt activities, debarment from government contracting and denial of export privileges, as well as civil suits by shareholders, clients and competitors.

AG&P employees and third parties who violate the Anti-Corruption Laws may also be subject to severe criminal and civil penalties, including imprisonment and substantial fines. Failure to comply with this Policy may subject AG&P employees to disciplinary action, up to and including termination.

IX. REPORTING CONCERNS

AG&P personnel must report any actual or suspected violations of this Policy or the Anti-Corruption Laws to their supervisor and the General Counsel. In addition to this reporting requirement, AG&P personnel may also submit reports to the Human Resources Department or any member of senior management. Employees may also report the circumstances to the Legal Department (+63 2 663 2118) or via the Business Integrity e-mail (businessintegrity@agp.ph). An employee's failure to report any violations of which it is aware is itself a violation of this Policy and AG&P's honor code.

AG&P will not permit retaliation of any kind against any employee who in good faith reports or responds to any actual or suspected violations of this Policy or the Anti-Corruption Laws.

X. QUESTIONS AND CONCERNS

No policy can anticipate every situation that may arise. Accordingly, this Policy is not meant to be all-inclusive. Rather, it is intended to serve as a set of guiding principles and to encourage communication and dialogue concerning the standards of conduct addressed in the Policy.

Employees are encouraged to direct questions or concerns about this Policy or the Anti-Corruption Laws with the General Counsel or any member of the Legal Department (+63 2 663 2118), or by contacting AG&P's Business Integrity e-mail (businessintegrity@agp.ph).

APPENDIX A
DUE DILIGENCE QUESTIONNAIRE FOR
PROSPECTIVE THIRD-PARTY INTERMEDIARY

AG&P is committed to conducting business ethically and in compliance with applicable laws and regulations, including the U.S. Foreign Corrupt Practices Act (“FCPA”) and the laws of countries in which AG&P does business. AG&P expects the same ethical business practices and adherence to applicable law from third parties acting on its behalf (including compliance with the FCPA as if the representative or business partner was a U.S. Person). As part of AG&P’s commitment to ethical and lawful business practices, AG&P requires prospective third party intermediaries and business partners complete a due diligence questionnaire as a prerequisite to entering into a business relationship. Please respond to this Due Diligence Questionnaire with as much detail as possible.

1. **Background.** Please provide your contact information, including name, address, telephone, e-mail address and any other relevant contact information.
2. **Business History.** Please describe your primary areas of business activity, years in the current area of business, professional licenses, business form, and countries of operation.
3. **Employment History.** Please include a list of entities for which you have been an employee, officer, executive, director, or owner in the last ten years, including dates and a description of the position held.
4. **Services To Be Performed.**
 - a. Please describe the work to be performed for AG&P, including the country in which the work is to be performed and what percentage of your time that will be spent performing work for AG&P.
 - b. Please state whether any of your work for AG&P will require interactions with governmental entities or Public Officials, including but not limited to seeking business, concessions, licenses, permits or regulatory approvals.¹ If your work will require interactions with government entities or Public Officials, please describe in detail the scope and nature of those interactions.
 - c. Have you retained or do you anticipate retaining any third party to assist with the proposed work for AG&P?
5. **Governmental Connections.** (If the answer to any question below is “yes,” please provide a detailed description.)
 - a. Are you (or any close family member) a Public Official?
 - b. Does any Public Official have any ownership interest in the entity providing services to AG&P?
 - c. Is any individual (or close family member of such individual) who will be providing services in connection with the work for AG&P a Public Official?
 - d. Does any Public Official have any financial interest in or stand to benefit from the proposed work for AG&P?

¹ “**Public Official**” shall mean: (i) any official, officer, employee or representative of (a) any federal, state, provincial, territory, county or municipal government or any department or agency thereof, (b) any public international organization or any department or agency thereof, or (c) any company or other entity owned or controlled by any government; (ii) any political party or party official; and (iii) any candidate for political office.

- 6. Payments.** (If the answer to any question below is “yes,” please provide a detailed description.)
- a. Have you made, offered, paid, promised, given or authorized, or do you anticipate offering, paying, promising, giving or authorizing in the future, the payment of anything of value to any person, including any Public Official, in connection with the proposed work for AG&P?
 - b. Have you provided or paid for, or do you anticipate providing or paying for, any meals, entertainment, gifts, travel, lodging or other business courtesies for Public Officials or their guests or family, in connection with the proposed work for AG&P?
 - c. Are you aware of any circumstances in which any person, including any Public Official, has requested or demanded anything of value (for example, a bribe, kickback, meal, entertainment or travel) from you or any entity or individual related in any way to the proposed work for AG&P?
- 7. Penalties and Investigations.** (If the answer to any question below is “yes,” please provide a detailed description.)
- a. In the last five years, has the entity or person providing the proposed work to AG&P, any current or former owner, officer, director or employee been subject to any government audit, investigation, litigation, debarment, suspension, enforcement action or other pending or threatened proceeding in any country concerning actual or alleged corruption or bribery?
 - b. In the last five years, has the entity or person providing the proposed work to AG&P, any current or former owner, officer, director or employee received any whistleblower reports related to corruption, bribery, kickbacks or similar improper conduct or violations of anti-corruption laws?
 - c. In the last five years, has there been any internal investigation of actual or alleged bribery or corruption allegations in any way related to the entity or person providing the proposed work to AG&P, including any current or former owner, officer, director or employee.
 - d. In the last five years, has the entity or person providing the proposed work to AG&P, any current or former owner, officer, director or employee, or anyone acting on behalf of the entity providing the proposed work to AG&P, made, offered, paid, promised, given or authorized anything of value to any Public Official to improperly influence the individual to assist in obtaining or retaining business, a government authorization or any improper advantage?
- 8. References.** Please provide the name and contact information for at least two business references for business performed in the last twelve months.
- 9. Compliance Program.** Please provide copies of any company Code of Ethics, Anti-Corruption or Anti-Bribery or other ethics or compliance policy.

APPENDIX B
ANTI-CORRUPTION COMPLIANCE CERTIFICATION

I, [NAME], an authorized representative of [INTERMEDIARY], certify that in connection with and further to the [AGREEMENT] (hereinafter, the "Agreement"):

- A. [INTERMEDIARY], its employees, officers, and directors have complied with and will continue to comply with all applicable anti-corruption and anti-bribery laws with respect to the , including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, as if [INTERMEDIARY] were a U.S. issuer, all applicable laws governing the giving or receiving of gifts or hospitality to Public Officials, and any other anti-corruption or anti-bribery laws and regulations that are applicable to the Agreement or the actions of [INTERMEDIARY] in connection with the Agreement.
- B. [INTERMEDIARY], its employees, officers, and directors have not made, offered, paid, promised, or authorized, and will not make, offer, pay, promise, or authorize, directly or indirectly, any illegal bribe, kickback, or other improper or illegal payment, to any person in connection with the Agreement.
- C. The funds received by [INTERMEDIARY] as part of the Agreement, including payments made by AG&P to [INTERMEDIARY], will not be used to make, offer, pay, promise, or authorize illegal bribes, kickbacks, or other improper or illegal payments to any person, nor will the funds paid to [INTERMEDIARY] as part of the Agreement be used for any other illegal or improper purpose.
- D. [INTERMEDIARY], its employees, officers, and directors have not corruptly made, offered, paid, promised, or authorized, and will not corruptly make, offer, pay, promise, or authorize, the payment or gift of money or anything of value, directly or indirectly, to any Public Official in any way related to the Agreement for the purpose of: (i) influencing any act or decision of the Public Official in his or her official capacity; (ii) inducing the Public Official to do an act in violation of a lawful duty; or (iii) inducing the Public Official to influence the act or decision of a government or government instrumentality, in order to assist any party involved in the Agreement in obtaining or retaining business or securing any improper business advantage, including any license, permit, government authorization or any decision related to the Agreement.
- E. [INTERMEDIARY], its employees, officers, and directors are not aware of any other individual, agent, entity or company making, offering, paying, promising, or authorizing any payment or gift prohibited by Provisions A, B, C, or D of this Certification on behalf of any party in any way involved in the Agreement, in connection with the Agreement, nor is [INTERMEDIARY], its employees, officers, and directors aware of any facts that suggest that such improper payments may have been made or may be made in the future.
- F. [INTERMEDIARY] represents and warrants that it has maintained, and will continue to maintain complete and accurate books and records related to the Agreement, including complete records of all payments to third parties, Public Officials, and government entities, in accordance with generally accepted accounting principles.



G. [INTERMEDIARY] will immediately advise AG&P in writing if it becomes aware of any changes to these representations and covenants.

Signature _____ Date

[Printed Name] _____ [Title]



APPENDIX C
SAMPLE ANTI-CORRUPTION CONTRACT LANGUAGE

1. Anti-Corruption Compliance Representations.

(a) Prohibited Conduct

(i) Contractor represents and warrants that, in connection the (“Agreement”), Contractor understands, has complied with, and will continue to comply with the provisions of the U.S. Foreign Corrupt Practices Act (“FCPA”) (15 U.S.C. §§ 78dd-1, et. seq.), the U.K. Bribery Act 2010, as if the Contractor were a U.S. “issuer,” and any other anti-corruption or anti-bribery laws and regulations that are applicable to the Agreement or the actions of Contractor in connection with the Agreement (collectively, “Anti-Corruption Laws”).

(ii) Contractor represents and warrants that Contractor, its employees, agents, officers, and directors have not made, offered, paid, promised, given or authorized, and will not make, offer, pay, promise, give or authorize, the payment or gift of money or anything of value, including any bribe, kickback, Facilitation Payment, or other improper or illegal payment, directly or indirectly, to any Public Official with the corrupt intent of: (1) influencing any act or decision of the Public Official in his or her official capacity; (2) inducing the Public Official to do or omit to do an act in violation of a lawful duty; (3) inducing the Public Official to influence the act or decision of a government entity or government instrumentality; or (4) in order to obtain or retain business or secure any improper business advantage for Contractor, Company or any other entity or individual. For the purposes of this Section, “Public Official” shall mean: (1) any official, officer, employee or representative of (a) any federal, state, provincial, territory, county or municipal government or any department or agency thereof, (b) any public international organization or any department or agency thereof, or (c) any company or other entity owned or controlled by any government; (2) any political party or party official; and (3) any candidate for political office. “Facilitation Payment” shall mean any payment to a Public Official the purpose of which is to expedite or to secure performance of a routine governmental action by a Public Official.

(iii) Contractor represents and warrants that Contractor, its employees, agents, officers and directors have not made, offered, paid, promised, given, or authorized, and will not make, offer, pay, promise, give or authorize any bribe, kickback, or other improper or illegal payment, directly or indirectly, to any person in connection with the Transactions. The funds received by Contractor in any way related to the Agreement, including payments made by Company to Contractor pursuant to the Agreement, will not be used to, offer, pay, promise, or authorize illegal bribes, kickbacks, or other improper or illegal payments to any person, nor will the funds paid to Contractor as part of the Agreement be used for any other illegal or improper purpose.

(b) Books and Records Requirements

Contractor represents and warrants that it has maintained and will continue to maintain complete and accurate books and records related to the Transactions, including complete records of all payments to third parties, Public Officials, and government entities, in accordance with generally accepted accounting principles. Contractor shall maintain, for a period of five (5) years after the expiration or termination of the Agreement, all records relating to its performance under the Agreement.

(c) Expenses

Contractor agrees that all reimbursable expenses incurred during the performance of this Agreement must be clearly documented and presented to Company, along with any receipts and supporting records. Company will not reimburse any expenses without appropriate documentation. In connection with this Agreement, Contractor shall not provide any gifts, travel, or entertainment to any person without the prior written approval of Company, and shall not be reimbursed for any gifts, travel, entertainment or other hospitality without such prior written approval.

(d) Government Connections

[Except as previously disclosed to Company,] Contractor represents and warrants that no Public Official, government entity, or government instrumentality is or will be during the term of this Agreement directly or indirectly an owner or investor in Contractor (including any shareholders or holding companies), and that no Public Official, government entity, or government instrumentality has or will have during the term of this Agreement any financial interest, directly or indirectly, in the contractual relationship established by this Agreement.

[Except as previously disclosed to Company,] Contractor warrants and represents that none of its officers, directors, employees, or owners is or will be during the term of this Agreement a Public Official or a member of the immediate family (spouse, parent, child, sibling, or sibling's spouse) of, or financially dependent on, a Public Official.

(e) Prohibited Parties

Contractor represents and warrants that neither it, nor any of its owners, directors, officers, employees, representatives or agents: (a) appear on any list of entities or individuals debarred from tendering or participating in any project funded by the World Bank, the International Finance Corporation, or any other multilateral or bilateral aid agency; or (b) have been debarred, suspended or otherwise determined ineligible for government procurement programs in any jurisdiction, including sanctions imposed by the U.S. Department of Treasury's Office of Foreign Asset Control's ("OFAC") Specially Designated Nationals list.

(f) Past Compliance with Anti-Corruption Laws

[Except as previously disclosed to Company,] neither Contractor, nor any officers, directors, or employees of Contractor have at any time been investigated or involved in an investigation (as a witness or possible subject or suspect) relating to conduct which would constitute a breach of any Anti-Corruption Law; or are currently subject to any actions, suits, investigations, or proceedings related to actual or potential violations of any Anti-Corruption Law, fraud, or other morality offense, before or by any federal, state, municipal, or other governmental or non-governmental department, commission, board, bureau, agency or instrumentality.

(g) Audit Rights and Cooperation

(i) Contractor shall provide to Company (or its designated representative) access to records relating to the Agreement upon reasonable request. Company (or its designated representative) shall have the right upon reasonable prior notice to conduct a review of Contractor's records to verify Contractor compliance with the Agreement. Contractor shall cooperate fully with such review, the scope, method, nature, and duration of which shall be at the sole reasonable discretion of Company.

(ii) Contractor will provide reasonable cooperation in any anti-corruption investigation conducted by Company, including making relevant personnel available for interviews and relevant books and records available for inspection.

(h) Notification Requirements

(i) Contractor agrees that if it should learn of, have reason to know of, or have a reasonable suspicion of any violations of the Anti-Corruption Laws or this Section of the Agreement by any party in any way related to the Transactions, Contractor shall immediately notify Company in writing. Contractor also represents and warrants that it shall promptly notify Company if it ever receives a request to take any action which would or may violate its obligations under this Agreement.

(ii) Contractor agrees to promptly inform Company if any of its directors, officers, or employees becomes subject to any investigation for corruption or any other illicit conduct during the course of this Agreement, including any proposed meetings, interviews, inspections or audits by any government, regulatory, or administrative body.

(iii) Contractor agrees to notify Company in writing should the status of any owners, shareholders, or holding companies change with regard to ownership by Public Officials, government entities, or government instrumentalities during the period of this Agreement.

(i) Certification

Contractor and its owners, officers, and directors agree to certify on an annual basis compliance with the representations in this Section of the Agreement.

(j) Breach and Termination

Notwithstanding anything in this Agreement to the contrary, in the event that Company reasonably believes that Contractor has breached or will breach any provision of this Section of the Agreement, or reasonably believes that Contractor has violated or will violate any Anti-Corruption Law, in addition to other rights and remedies: (i) Company shall have the right to unilaterally terminate the Agreement without any obligation to provide further payments to Contractor; (ii) at Company's direction and in Company's sole discretion, Contractor shall terminate any agreements related to such violation or potential violation; and (ii) Contractor shall defend, indemnify and hold harmless Company against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amounts of any nature, including reasonable attorneys' fees arising from: (a) any breach of this Section of the Agreement; or (b) any internal or external audit or other investigation including, but not limited to, any audit, inquiry, review or investigation requested or undertaken by the U.S. Department of Justice or other civil or criminal prosecutor or regulatory body, related to compliance by Contractor, its officers, directors, employees, and representatives, with anti-corruption laws, in any way related to this Agreement or any related activity.



APPENDIX D
Anti-Corruption Compliance Certification

Pursuant to the AG&P Global Anti-Corruption Compliance Policy, this Certification is to be completed annually by AG&P directors, officers and other employees designated by the AG&P General Counsel.

1. I have read the AG&P Global Anti-Corruption Compliance Policy (the "Policy").
2. I have complied with, and I will continue to comply with, the Policy in connection with my relationship with AG&P.
3. I have complied, and I will continue to comply with, all applicable anti-corruption laws, including laws dealing with bribery, extortion, and kickbacks, and laws governing the offering or giving of gifts and gratuities to "Public Officials."
4. I have not corruptly taken any action in furtherance of an offer, payment, promise to pay, or authorization of the payment of anything of value, directly or indirectly, to any person, including a Public Official, for the purposes of:
 - a. Inducing the recipient (or another) to perform improperly a relevant function or activity connected with a business, trade or profession, performed in the course of a person's employment, or performed by or on behalf a body of persons;
 - b. Influencing the recipient to act (or to refrain from acting) in his or her official capacity;
 - c. Inducing the recipient to use his or her influence with a government (or its instrumentality, such as a state-owned company); or
 - d. Gaining any improper advantage,in order to assist AG&P in obtaining or retaining business for or with, or directing business to, any person.
5. I have not made, authorized, offered, solicited or received any bribe, kickback or other corrupt payment to or from any person in violation of applicable law.
6. If anything occurs that causes this Certification to no longer be accurate, I will immediately advise my supervisor and the General Counsel of such change in circumstances.

Signature: _____ Date: _____

Print Name and Position: _____



Revision History	Date	Authorization
Rev. 1	12 September 2013	Board of Directors
Rev. 2	13 March 2015	General Counsel/Board of Directors
Rev. 3	28 August 2015	General Counsel/Board of Directors
Rev. 4	11 March 2016	General Counsel/Board of Directors

