

Anti-Corruption

VERSION – JUNE 2022



Contents

1. Introduction	p. 4
2. No Bribery	p. 4
2.1. Armacell Employees	p. 4
a) Bribery	p. 4
b) Gifts and Hospitality	p. 5
c) Charitable Contributions, Sponsoring	p. 6
d) Lobbying	p. 6
e) Political Donations and Contributions	p. 7
f) Recruitment	p. 7
g) Business Development	p. 7
h) Record Keeping, Black Funds	p. 7
i) Conflict of Interest	p. 7
2.2. Intermediaries	p. 8
a) Compliance with Anti-Corruption Policy	p. 8
b) Payments to Intermediaries	p. 8
c) Engaging with Intermediaries	p. 8
i) Risk-Appropriate Due Diligence	p. 8
ii) Notification & Contractual Protection	p. 9
d) Notification of Existing Intermediaries	p. 9
3. Reporting and Investigating Incidents	p. 9
3.1 Internal Reporting	p. 9
3.2 Whistleblowing	p. 10
4. Breaches	p. 10
5. Training	p. 10
6. Amendments	p. 10

Annexes

1 Legal Background of EU And US Sanctions	p. 11
2.1(a) Public Officials	p. 12
2.1 (b) (iv) Gifts and Hospitality Register	p. 13
2.2 (c) (i) (1) Intermediary Red Flags	p. 14
2.2 (c) (i) (3) Intermediary Due Diligence Questionnaire	p. 15
2.2 (c) (ii) Contractual Protection	p. 16

For the sake of better readability, this policy uses only the male form. This is to be understood as also incorporating the female or any other form.

"Armacell is committed to integrity. It is part of our Code Of Conduct to comply with applicable laws and to implement appropriate measures to assist us with this. A key priority in our compliance efforts is preventing bribery and corruption. At Armacell we are committed to operating our business with integrity, fairness and transparency. We operate a zero tolerance approach to the giving or receiving of bribes or any other corrupt practices. Such conduct is absolutely prohibited for all Armacell personnel as well as anyone else acting for or on behalf of Armacell." (Chief Legal and Compliance Officer)

1. Introduction

Corruption has been recognised as one of the biggest threats to prosperous business, the development of societies and many other things. While corruption has largely been overcome in some countries, it is still widespread in other countries. Transparency.org, a non-governmental organisation leading the global fight against corruption, annually publishes a map of the perceived level of corruption in the public sector per country (<http://www.transparency.org/en/cpi>).

The laws on anti-corruption as well as cultural attitudes towards corruption vary from country to country. Armacell, being a global business, has decided to apply uniform rules on anti-corruption globally. The standards contained in this policy ("**Anti-Corruption Policy**") are therefore mandatory for all our business irrespective of where it is conducted. The management board of Armacell International S.A. has resolved that Armacell International S.A. and each of its direct or indirect subsidiaries as well as each director, officer and employee ("Armacell Employees") as well as certain third parties acting for Armacell shall conduct themselves in a manner that complies with the Anti-Corruption Policy.

The Anti-Corruption Policy is based on two laws that have emerged as the global standard for international business: the United States' Foreign Corrupt Practices Act of 1977 and the United Kingdom's Bribery Act 2010. **Annex 1** contains a summary of the provisions of these two statutes. Where local anti-corruption laws have been enacted, the local business leaders remain responsible for ensuring compliance with those laws. However, given that the UK Bribery Act applies high standards compared to other anti-corruption laws, compliance with the Anti-Bribery Policy should usually cover most of the local anti-corruption laws, too.

2. No Bribery

2.1 Armacell Employees

(a) Bribery

Armacell Employees are prohibited from, directly or indirectly, engaging in bribery. Bribery is the direct or indirect offer, promise, giving, request, agreement to receive or acceptance of any payment, gift or any other advantage of value (financial or otherwise), to or from any person (including corporate entities), in order to induce that person (or any other person) to perform their role improperly. A bribe can also take the form of a 'reward' and be made after the improper performance of the relevant duty or obligation has taken place. Bribery can also occur in indirect forms, such as the provision of gifts, entertainment or job offers.

Payments or other advantages of value given for the purposes of influencing a Public Official (as defined in Annex 2.1(a)) constitute bribery, too (and even where there is no intention to get them to perform their role improperly). However, to the extent specifically permitted or required by the written laws of such Public Official's country, such payments do not constitute bribery. Common practices or cultural traditions, however, do not qualify for this exemption, unless included in written law.

For the avoidance of doubt, so-called facilitation payments for the purpose of facilitating or accelerating an action by a Public Official constitute bribery and are therefore prohibited, too (save to the extent permitted by written law).

(b) Gifts and Hospitality

Our business is often accompanied by gifts and hospitality, for example tokens of appreciation and gratitude or invitations to meals or events. Within certain limits gifts and hospitality are a legitimate part of our business. However, as gifts and hospitality have the potential to be a vehicle for corruption, they must be considered carefully. Above certain thresholds gifts and hospitality must be reported, approved and recorded.

(i) Cash Gifts

No Armacell Employee shall directly or indirectly give or accept a cash gift, except with the prior written permission of the competent human resources general manager ("General Manager HR") which will only be given in exceptional circumstances.

(ii) Solicitation of Gifts and Hospitality

No Armacell Employee shall directly or indirectly solicit a gift or hospitality.

(iii) Appropriate Gifts and Hospitality

Armacell Employees must not directly or indirectly make or receive gifts or hospitality unless all of the following conditions are met:

- the gift or hospitality is not provided for an improper purpose or improper advantage or to influence a business decision but rather to provide an opportunity to develop or enhance business relationships by creating an opportunity to engage in discussions with a business partner;
- the nature, style and tone of the gift or hospitality is reasonable in the circumstances and could not be perceived as lavish, disproportionate or inappropriate; and
- the gift or hospitality is provided openly, recorded and approved in compliance with the Anti-Corruption Policy where applicable and does not contravene any law.

For the avoidance of doubt, the following gifts and hospitality would usually be considered appropriate: modest, occasional meals with someone with whom Armacell does business; one-off attendances at sports, theatrical or cultural events that do not involve overseas travel; gifts of nominal value such as pens, calendars, small mementos or small promotional items (such as Armacell branded merchandise of low cost like, for example, umbrellas); customary or seasonal gifts of modest value like, for example, congratulatory flowers or Christmas baskets.

(iv) Gifts and Hospitalities to Public Officials

No Armacell Employee shall directly or indirectly give monetary or non-monetary gifts, presents or any other advantage (save for hospitality) to a Public Official, or to a third party either upon the direct or indirect request of a Public Official or with a view to the direct or indirect relationship between the third party and a Public Official.

No Armacell Employee shall, directly or indirectly, offer hospitality to a Public Official or to a third Party either upon the direct or indirect request of a Public Official or with a view to the direct or indirect relationship between the third party and the Public Official unless all of the following conditions are met:

- the hospitality is not provided for an improper purpose or improper advantage, in particular, the hospitality is not offered with the intention to influence a decision;
- the nature, style and tone of the hospitality is modest; and

- the hospitality is provided openly, recorded and approved in compliance with the Anti-Corruption Policy where applicable and does not contravene any law.

(v) Reporting, Approval and Recording

In case of a gift of a value in excess of EUR 75 or in case of hospitality of a value of EUR 150 per recipient, each Armacell Employee intending to extend or to receive the gift or hospitality must promptly report the intended gift or hospitality to his or her manager for approval and must not extend or accept such gift or hospitality prior to the manager's approval. Where obtaining prior approval has not been possible and accepting a gift or hospitality would be in the interest of Armacell, the Armacell Employee shall be free to accept the gift or hospitality, provided that he or she reports it to the manager for approval without delay afterwards (and further provided that the extension or acceptance of the gift or hospitality complies with the Anti-Corruption Policy). Any approved gift or hospitality must be reported to the General Manager HR by the manager approving the gift or hospitality.

Each Armacell Employee intending to offer hospitality of a value exceeding EUR 50 per recipient to a Public Official must promptly report the intended hospitality to the General Manager HR and must not extend such hospitality prior to the General Manager HR's approval.

The General Manager HR shall record any approved gift or hospitality in a gift and hospitality register in the form attached as **Annex 2.1(b)(iv) ("Gift And Hospitality Register")**.

Reportable gifts accepted without approval shall be returned to the donor. Armacell shall reimburse the donor of reportable hospitality which has been accepted without approval (without prejudice to any claims Armacell might have against the Armacell Employee).

(vi) If in Doubt

If you are in doubt as to whether a gift or hospitality will turn out to be appropriate, consult with your manager and, where required in order to avoid corruption, as a precaution don't extend or accept that gift or hospitality.

(c) Charitable Contributions, Sponsoring

Armacell Employees must treat charitable donations carefully to ensure that they are not construed as being either an attempt to buy influence or benefit for Armacell. Charities, organisations or individuals seeking charitable gifts and/or sponsorship shall be subject to appropriate due diligence.

No charitable contributions or sponsorships shall be made by any Armacell Employee on behalf of Armacell unless prior written consent has been obtained from the CLCO. The respective HR Manager shall record any approved charitable contribution or sponsorship in the Gift And Hospitality Register. Such register shall be shared annually with the CLCO together with the annual confirmation certificate.

(d) Lobbying

All lobbying activities shall avoid the impression of corruption, undue influence, conflict of interest or other

impropriety. Each Armacell Employee involved in lobbying shall take into consideration all applicable laws and shall apply extra care when lobbying to ensure that Armacell will not be exposed to any such accusation.

(e) Political Donations and Contributions

No Armacell Employee shall, directly or indirectly, make a donation, contribution or otherwise provide a benefit to a political party or other political contribution in the name of or otherwise on behalf of Armacell.

Armacell Employees may choose to make political donations using their own private resources or personal contributions, including the provision of services outside working hours. However, such donations or contributions must not be linked to any business or potential business of Armacell or be made with a view to secure any influence for the benefit of Armacell.

(f) Recruitment

Potential new employees shall be screened during the recruitment process for any involvement in bribery or corruption issues both through criminal record checks and, where possible, former employer reference checks. Each new employee shall be given a copy of the Anti-Corruption Policy and, where appropriate in the light of his or her role, training in relation to anti-corruption matters.

(g) Business Development

In mergers and acquisitions as well as in cooperations (including joint ventures as well as other, less intensive forms of cooperations), anti-corruption due diligence shall be carried out to ensure that targets, partners and the individuals involved have not been involved in corruption issues and are committed to standards similar to those of Armacell.

(h) Record Keeping, Black Funds

Armacell's books and records shall contain full and accurate information about all transactions and expenditures at all times. No Armacell Employee shall directly or indirectly make a payment to an undisclosed or unknown recipient. Undisclosed or unrecorded funds are prohibited.

(i) Conflict of Interest

In a conflict of interest, each Armacell Employee shall refrain from the matter and shall refer that matter to his or her manager.

A conflict of interest is a situation in which the personal interests of an Armacell Employee (including the personal interests of related persons, including, for example family members and friends) are at odds, or are likely to appear to be at odds to third parties, with Armacell's interests or with the Armacell Employee's duties to Armacell.

The manager shall either assume responsibility for that matter, delegate it to another Armacell Employee or, in cases of immaterial conflicts and ongoing transparency being provided, instruct the conflicted Armacell Employee to carry on.

2.2. Intermediaries

Armacell expects all persons associated with Armacell to act with integrity and conduct business without corruption. Also, where third parties perform services on behalf of Armacell, any bribery committed by the third party could result in criminal liability of Armacell, irrespective of whether we were aware of that or not.

We therefore require that any agent, advisor, broker, consultant or other third party performing services for or on behalf of Armacell with a view to winning, obtaining or retaining business advantages for Armacell ("**Intermediaries**"), complies with the Anti-Corruption Policy, too, and we apply special care in appointing Intermediaries. Intermediaries are typically positioned between Armacell and our customers or suppliers ('middle men'). For the avoidance of doubt, our "distributors" to whom we sell at arm's length terms and who purchase and acquire full title to our products before selling to their customers do not constitute Intermediaries.

(a) Compliance with Anti-Corruption Policy

Each Intermediary shall comply with the Anti-Corruption Policy when acting for Armacell, i.e. treating themselves as if they were Armacell Employees, save where expressly stated otherwise. Each Armacell Employee involved in working with an Intermediary shall use reasonable and proportionate endeavours (taking into account the findings of the Risk Assessment - compare 2.2(c)(i) below) to ensure that the Intermediary complies with the Anti-Corruption Policy when acting for Armacell.

(b) Payments To Intermediaries

Any payment to an Intermediary as well as any other transaction with an Intermediary shall be commercially reasonable and commensurate to the services provided. Payments to Intermediaries shall be made pursuant to invoices documenting the services rendered in detail and accompanied by a reference number.

(c) Engaging with Intermediaries

In order to ensure that Armacell does not do business with Intermediaries that engage in corrupt practices, and to ensure that each Intermediary complies with the Anti-Corruption Policy, engaging an Intermediary (including renewing the engagement of an existing Intermediary or extending the scope of an existing engagement) requires the following process to be performed:

(i) Risk-Appropriate Due Diligence

First step is to conduct risk-appropriate due diligence on the Intermediary with a view to corruption. For this purpose, the Armacell Employee tasked with engaging the Intermediary shall assess the precise role to be fulfilled by the Intermediary, the likelihood that the Intermediary has been or will be involved in corrupt practices, taking into account in particular the factors listed in **Annex 2.2(c)(i)(1) ("**Intermediary Red Flags**")** and the score that the involved countries hit on Transparency International's Corruption Perception Index as per **Annex 2.2(c)(i)(2)**, as well as the likely magnitude of the potential corruption issue ("**Risk Assessment**"). The Risk Assessment shall be documented by the Armacell Employee tasked with engaging the Intermediary.

Following the Risk Assessment, the Armacell Employee tasked with engaging the Intermediary shall perform, or oversee the performance of, an appropriate and proportionate due diligence exercise on the Intermediary with a view to corruption ("**Due Diligence**"). The intensity of the Due Diligence shall depend on the findings of the Risk Assessment. If the Risk Assessment concluded that the risk is low, it will typically be sufficient for the Armacell Employee (or another, more senior Armacell Employee) to confirm that the Intermediary is known to

be reputable and someone Armacell can trust to perform its services without corruption. If the Risk Assessment concluded that the risk is high, a full due diligence according to the questionnaire attached as **Annex 2.2(c)(i)(3) ("Intermediary Due Diligence Questionnaire")** shall be performed and, where appropriate, supported by letters of recommendation, reviews of financial statements, the obtaining of independent confirmations by public records or private third parties or similar. The results of the Due Diligence shall be documented by the Armacell Employee tasked with engaging the Intermediary.

Engaging an Intermediary requires that Armacell is satisfied with the level of risk associated with the Intermediary in terms of corruption. In cases where one or more Intermediary Red Flags are present, the engagement of the Intermediary requires prior written approval by the senior executive ("**Segmental Vice President**").

(ii) Notification & Contractual Protection

Upon engaging an Intermediary, a copy of the Anti-Corruption Policy must be communicated to the Intermediary, expressing that Armacell requires the Intermediary to comply with the Anti-Corruption Policy when acting for Armacell.

Where the Risk Assessment is not low, Armacell's agreement with the Intermediary shall include contractual protection against corruption risks along the lines of the model clauses in **Annex 2.2(c)(ii)** except where the Segmental Vice President has approved in writing not to include such contractual protection.

(d) Notification of Existing Intermediaries

Intermediaries existing at the time of the introduction of the Anti-Corruption Policy shall be communicated a copy of the Anti-Corruption Policy, expressing that Armacell requires the Intermediary to comply with the Anti-Corruption Policy when acting for Armacell.

When the engagement with an existing Intermediary is renewed or the scope of the existing engagement is extended, the process according to section 2.2(c) shall be performed.

3. Reporting and Investigating Incidents

3.1. Internal Reporting

Each Armacell Employee must report any known or suspected violation of the Anti-Corruption Policy immediately to the Segmental Vice President. Any such report shall be promptly and comprehensively investigated by or on behalf of the Segmental Vice President, keeping the Chief Legal & Compliance Officer informed at all times. Following the investigation a written report on the investigation shall be submitted to the Chief Legal & Compliance Officer by the Segmental Vice President.

Intermediaries must report any known or suspected violation of the Anti-Corruption Policy immediately to the Chief Legal & Compliance Officer. Any such report shall be promptly and comprehensively investigated by or on behalf of the Chief Legal & Compliance Officer. Following the investigation a written report on the investigation shall be prepared by the Chief Legal & Compliance Officer. This applies also to reports by Armacell Employees in case the Segmental Vice President is suspected to be involved in the corrupt practices.

3.2. Whistleblowing

We are responsible to comply with the Anti Corruption Policy. In situations where there is room for interpretation, we use our conscience and common sense, and, in the first instance, seek advice from the relevant line manager, from the local Human Resources department or from the Corporate Legal & Compliance department.

We operate a zero tolerance policy. As a first step, we would like to encourage you to address your concerns to people in your immediate working environment, such as your Supervisor, the Human Resources representative, or your Compliance Department.

However, if you have reservations about sharing the information directly, feel free to use the whistleblowing system (<https://armacell.integrityline.com>) and to send your report anonymously or by signing it with your name. We will make sure your report will be treated with maximum attention and in all confidentiality within our set timeframe. Please only share information that is true to the best of your knowledge.

Please understand that false accusations or misleading information do not belong here and will be dealt with accordingly. The whistleblowing system is operated by an external provider, Business Keeper in Berlin, Germany. This provider cannot access the content of your report. Incoming reports are handled exclusively by the Armacell Group's Integrity Committee and in strictest confidentiality.

4. Breaches

Armacell takes its responsibilities with regard to corruption issues very seriously. Proven violations of the Anti-Corruption Policy will lead to severe disciplinary action, which could involve a formal reprimand, suspension, restitution or termination of employment or Intermediary contracts. These penalties may be imposed over and above any separate penalties that may arise from prosecution by regulatory authorities. Armacell Employees may also be subject to disciplinary action for failing to assist with the implementation of the Anti-Corruption Policy.

5. Training

Targeted anti-corruption training will be given to relevant Armacell Employees who have been identified as being most exposed to corruption-related risks as a consequence of their daily activities (including key staff working in the areas of sales and procurement). Intermediaries deemed by Armacell to have an exceptionally high exposure to potential corruption shall be trained, too.

6. Amendments

The Chief Legal & Compliance Officer shall be responsible for the overall implementation, maintenance and upkeep of the Anti-Corruption Policy.

The Anti-Corruption Policy will be reviewed no less than once every three years to confirm that it remains fit for purpose and to ensure that it is being implemented throughout the Armacell group. The next date for such a review is the second quarter of 2023.

Annex 1 | Annex 1 | Legal Background of EU and US Sanctions

The following is a summary of the key aspects of the principal UK and U.S. ABAC laws. It is provided for further background and is necessarily high level. Any specific queries regarding these laws, or indeed any other local ABAC laws, should be directed to Armacell's Chief Legal and Compliance Officer.

UK ANTI-BRIBERY LAW

The UK's primary piece of legislation addressing bribery is the Bribery Act 2010 ("UK Bribery Act"). Generally speaking, the UK Bribery Act establishes four main offences covering:

- (a) bribing another person (including the promising or giving of a bribe);
- (b) being bribed (which includes requesting, agreeing to receive or accepting a bribe);
- (c) bribing of a foreign public official; and
- (d) the "corporate offence" of a corporate entity failing to prevent bribery being committed people who act for or on that corporate entity's behalf.

The UK Bribery Act includes a specific defence to the corporate offence where the corporate entity has "appropriate procedures" in place to prevent bribery. The offences under the UK Bribery Act do not only relate to actions that occur in the UK, but also to actions that take place wholly outside the UK where they are committed by British citizens, UK residents or UK companies (potentially even where such actions are permissible under local customs). Under the corporate offence, a company can also be liable for the actions of its personnel or third parties acting on its behalf outside of the UK.

Breaches of the UK Bribery Act are very serious and can result in one or more of the following:

- (a) serious financial and/or criminal penalties for Armacell and any senior officers or directors who are aware of or involved in the offence;
- (b) criminal liability for individuals including unlimited fines and imprisonment for up to ten years; and
- (c) significant and potentially irreparable damage to the reputation, public image and brand of Armacell, which could in turn have serious ramifications for its commercial relationships and its business moving forward.

U.S. FEDERAL ANTI-BRIBERY LAW

The U.S. Foreign Corrupt Practices Act ("FCPA") prohibits the giving or offering of anything of value (including money or gifts) to any non-U.S. government official for the purpose of influencing such official, or inducing them to exert influence to assist the person making the giving or offering in obtaining or retaining business.

The law is applicable to non-U.S. individuals and companies (such as Armacell) who breach the rules in a manner that has a sufficient connection to the U.S. The FCPA is potentially applicable even where there is only a very limited connection to the U.S. (for example, where a non-U.S. person uses a banking institution to transfer funds through a U.S. account in a transaction that is otherwise totally unrelated to the U.S.). The FCPA also establishes various accounting and recordkeeping provisions.

An individual found to have committed an offence under the FCPA can be fined up to US\$250,000 per violation and may also be given up to five years imprisonment. A company guilty under the FCPA is liable for a fine of up to US\$2,000,000 per violation.

Annex 2.1(a) | Public Official

"Public Official" means:

- (a) any officer or employee of a government or any department, agency or instrumentality thereof;
- (b) any person holding a legislative, administrative or judicial position of any kind (whether appointed or elected);
- (c) officials and employees of government-owned or government-controlled corporations;
- (d) political parties, political officials or candidates for political office;
- (e) any officer, employee or agent of a public international organisation (e.g. the UN);
- (f) relatives or family members of any of the foregoing;
- (g) members of royal families;
- (h) honorary government officials; and
- (i) any other person acting in an official capacity for or on behalf of a government or government entity or who otherwise exercises any public function.

Annex 2.1(b)(iv) | Gifts and Hospitality Register

Date	Name of recipient of gift or hospitality	Donor of gift or hospitality	Description of gift or hospitality	Estimated value (€)	Approval obtained (if appropriate)	Other comments

Annex 2.2(c)(i)(1) | Intermediary Red Flags

- (a) Any lack of visibility as to the actual services the Intermediary offers;
- (b) requests for unusually high commission;
- (c) adverse previous coverage from news reports or otherwise in the public media;
- (d) apparent lack of qualifications or resources on the part of the proposed Intermediary to perform the services offered;
- (e) the Intermediary proposes to give gifts or provide entertainment/business meals to a government or Public Official;
- (f) the Intermediary has a reputation for corruption, operates in an environment where corruption is recognised as being common, or there are rumours that the Intermediary is involved with corruption;
- (g) the Intermediary has a close connection with, or is managed/owned by, a Public Official or customer (this includes connections with family members of Public Officials and customers);
- (h) the Intermediary is an unknown company with no track record of doing business;
- (i) the Intermediary has an unclear ownership structure;
- (j) the Intermediary appears to have no office or workplace;
- (k) the Intermediary makes any of the following demands: payments of commission to other third parties, payments of commission in cash or other untraceable funds, payments of commission into foreign bank accounts or to unidentifiable companies;
- (l) the Intermediary is unwilling or unable to provide screening information that is requested;
or
- (m) the Intermediary relies heavily on government/customer contacts rather than on its expertise to win business.

Annex 2.2(c)(i)(3) | Intermediary Due Diligence Questionnaire

INTERMEDIARY DETAILS

- | | |
|--|--|
| ▪ Name | ▪ In the case of a corporate entity, name of principal contact |
| ▪ Company reference/incorporation number | ▪ Email |
| ▪ Address | ▪ Telephone |
| ▪ Website (if applicable) | |

CORPORATE STRUCTURE

- (a) What is the legal structure of the Intermediary (e.g. limited company, partnership)?
- (b) Date and place of the Intermediary's incorporation (if applicable).
- (c) Who is the legal and beneficial owner of the Intermediary? Please provide full names and addresses as well as dates and places of incorporation for corporate entities and nationalities for individuals.
- (d) Does any other person or entity control the Intermediary?
- (e) How many years has the Intermediary been operating its current business?
- (f) Please list any entities in which the Intermediary holds an interest, directly or indirectly, including subsidiaries, joint venture entities and other affiliates. Please indicate the date and nature of your involvement, and the type and location of business carried out by the entity.
- (g) Is a Public Official, or a relative of a Public Official, a director, senior officer, or beneficial owner of the Intermediary, its subsidiaries, joint venture entities, parent company or other related companies? If so, please give details.

COMPLIANCE WITH ANTI-BRIBERY LAWS

- (a) Has the Intermediary, any of its employees, officers, directors, legal or beneficial owners or related entities (including subsidiaries, joint ventures, parent companies or related companies), ever been accused of, or convicted for, violations of the U.S. Foreign Corrupt Practices Act 1977 as amended, the UK Bribery Act 2010 or any other applicable laws which relate to anti bribery, anti-corruption, money laundering or fraud? If so, please provide details.
- (b) Please provide details of any circumstance which might give rise to an accusation of the sort set out in question 11(a).
- (c) Please provide details of any actual or threatened litigation or arbitration proceedings in which the Intermediary, any of its employees, officers, directors, legal or beneficial owners or related entities (including subsidiaries, joint ventures, parent companies or related companies) is involved which relates to anti-bribery, anti-corruption, money laundering, or fraud.
- (d) Please provide details of any actual or threatened inspections, investigations, enquiries or regulatory actions by governmental authorities in which the Intermediary, any of its employees, officers, directors, legal or beneficial owners or related entities (including subsidiaries, joint ventures, parent companies or related companies) is or may become involved which relate to anti-bribery, anti-corruption, money laundering, or fraud.

INTERNAL CONTROLS

- (a) Please confirm whether the Intermediary has a code of conduct, anti-bribery policy, whistle-blowing policy and/or internal controls or a policy on gifts and entertainment/hospitality. Where such policies exist please provide copies and confirm when each was adopted and last updated.
- (b) Has the Intermediary received any internal reports, either through whistle blowing procedures or other reporting mechanisms, which would indicate, or tend to indicate, illegal or improper conduct?
- (c) Does the Intermediary provide training for employees on anti-bribery issues? If so, has this training been provided to employees who are likely to be working with Armacell in relation to the proposed relationship?
- (d) Does the Intermediary have internal controls and/or a policy on gifts and entertainment/hospitality as regards (a) Public Officials and (b) private sector individuals? If so, please provide details or a copy of the policy.

Annex 2.2(c)(ii) | Contractual Protection

Covenants and representations

- a)** For such time as undertaking any activity, service, function or operation on behalf of Armacell, the [Intermediary] shall ensure that it, and each of its respective officers, directors and employees, shall:
- (i)** not engage in any activity that may result in the [Intermediary], Armacell and/or any member of the Armacell Group being in breach of any applicable Anti-Bribery Laws;
 - (ii)** not make, offer to make, promise to make or authorise the payment or giving of, or request, agree to receive or accept, directly or indirectly, any bribe, rebate, payoff, influence payment, facilitation payment, kickback and/or other unlawful payment or gift of money or anything of value prohibited under any applicable law or regulation; and
 - (iii)** act in compliance with the requirements and standards of the Armacell Anti-Corruption Policy;
- b)** The [Intermediary] agrees and undertakes that it will promptly notify Armacell's Chief Legal & Compliance Officer in the event that it breaches clause (a) above.

Termination rights

Without affecting any other right or remedy available to it, Armacell may terminate this Agreement with immediate effect by giving written notice to the [Intermediary] in the event that the [Intermediary] is in breach of section 1 of the Agreement;

Definitions

"Agreement"	means this "[insert title of agreement]".
"Anti-Bribery-Laws"	means the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and any other anti-bribery or anti-corruption law or regulation enacted in any jurisdiction;
"Armacell"	means [insert name of relevant Armacell group company].
"Armacell AntiCorruption Policy"	means the Anti-Corruption Policy of the Armacell Group
"Armacell Group"	means Armacell and all companies or other persons affiliated with Armacell.

