

<i>Subject Matter:</i> <i>Anti-Corruption Guideline</i>	<i>Guideline-No.:</i> <i>INT 002</i>	<i>Valid from:</i> <i>01.11.2011</i>	<i>Change Date:</i>
<i>Prepared by:</i> <i>Jörg Niermann</i>	<i>Approved by:</i> <i>Maurice M. Oosenbrugh Marcel R. Oosenbrugh</i>		

Title: Anti-Corruption Guideline

Eucon is committed to comply with the laws of all jurisdictions in which it is active. The Company relies on performance, customer orientation and quality of its products and services, not on illegal or unethical practices, to succeed. Eucon does not, therefore, engage in or tolerate corruption or other illegal practices. It expects all its managers, employees and business partners (e.g. agents, consultants, suppliers) to refrain from any form of corruption in any country, and will take appropriate action against those violating this obligation.

1. Introduction

1.1 Bribing public officials or employees or representatives of other companies (customers, suppliers, etc.) as well as requesting, allowing oneself to be promised or accepting a bribe is illegal. According to German law and the laws of many other countries this also applies to acts committed abroad, irrespective of local customs.

1.2 Acts of corruption are likely to lead to very serious personal sanctions for the persons involved. Sanctions may include:

- Imprisonment
- Fines
- Personal damages claims
- Disqualification from certain professions or functions
- Travel restrictions
- Consequences under labor law

1.3 Acts of corruption can also lead to very serious consequences for Eucon. In Germany and in numerous other countries any benefit derived from corruptive practices by or on behalf of the company may be disgorged and collected by the State Treasury. Some countries impose criminal penalties on companies involved in acts of corruption.

1.4 In many countries any contracts that are a result of corrupt practices are considered or declared invalid by law. The entire payment received from a customer may therefore be claimed back. Moreover, claims for the payment of damages may be raised by the contracting parties concerned and by the affected competitors.

1.5 In the case of export contracts based on acts of bribery the export credit insurance may be cancelled.

1.6. In Germany and many other countries, bribery expenditures are not tax-deductible as operating expenses, which means that they will increase the taxable profit of the company and hence its tax burden.

1.7 Other possible consequences of corruption for Eucon are the exclusion from public contracts and the loss of reputation and goodwill.

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1.8 Passive corruption, i.e. officers or employees of Eucon requesting, allowing themselves to be promised or accepting bribes in return for favors to other companies or parties, leads to financial and reputational damage as well as to other potential adverse consequences for Eucon.

1.9 Acts of corruption frequently include other criminal acts, such as embezzlement, defalcation, fraud, money laundering, and violations of tax laws and foreign exchange laws. This may lead to even more serious sanctions.

1.10 The risk of detection of corruption is high. In some countries, including Germany, tax auditors are under the obligation to notify any suspicion that asserted operating expenses may have been used for bribery (or that other unlawful acts have been committed) to the prosecuting authorities which will investigate the case. Experience shows that there are numerous other ways by which corruption may come to light.

1.11 Anticorruption laws generally prohibit not only direct corruption but also indirect forms of corruption that are used for purposes of subterfuge. Examples for indirect corruption are bribes granted to relatives or friends of the intended recipient or bribes covered as “fees” for services that have in fact little or no value, unlawful discounts or bonuses, equity participations, overpricing, etc. Consequently, it is not possible to circumvent anticorruption laws by using methods that appear superficially to be legal but that have corruptive effects.

1.12 Conclusion:

- Bribery and corruption are serious offenses.
- Persons involved in corrupt practices may be severely punished.
- Corrupt practices may cause massive damage to Eucon.
- Authorities are dedicating increased attention to the investigation of cases of corruption. The risks of detection and punishment are high.
- Even a suspicion of a corrupt action may entail substantial disadvantages for Eucon.

In order to protect the employees and Eucon from such consequences it is not sufficient to avoid actual acts of corruption. Hence, in order to prevent even suspicion of corruption and the concomitant difficulties, the provisions of this Guideline set forth below must be strictly adhered to.

2. Prohibition of Bribery (Active Corruption)

2.1 General Prohibition

It is prohibited to offer, promise or grant, directly or indirectly, any domestic or foreign public official and/or any domestic or foreign employee or representative of companies any undue personal benefits (see 2.2 to 2.6). Hence, corrupt practices by Eucon (and its directors, managers and employees) as well as corrupt practices by third parties engaged by or on behalf of Eucon (e.g. agents, brokers, middlemen, consultants and advisors) or by partner companies in consortia and joint ventures are also prohibited (see Section 2.3 below). These prohibitions apply in every country in which Eucon conducts business and to every employee regardless of citizenship. These prohibitions apply even if corrupt practices are common in a particular country and are not considered unethical by the local business partners.

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Example: An agent of Eucon offers money to an employee of a potential customer in exchange for “preferred treatment”. This happens in a country where such payments are common. The agent’s action is generally attributable to Eucon and the employee involved. The action violates the anticorruption laws of Germany and other countries and would lead to investigations and sanctions.

2.2. “Facilitation Payments”

In some countries, payments to subordinate public officials aiming to accelerate processing by the authorities of operations to which a legitimate right exists (e.g., customs clearance of legally imported spare parts or auxiliaries/utilities needed for the acceptance of a plant after construction) are common. These so-called facilitation payments are in most cases illegal and should not be made. Facilitation payments in Germany are always illegal and must not be made.

2.3 Relations with Service Providers

2.3.1 Duty of Examination of all kinds of Service Providers

Bribery and corruption, or a suspicion thereof, may arise in connection with services rendered by third parties to Eucon; illicit money might be channeled through these persons/companies.

Example: A technical expert based in a foreign country offers Eucon his support in selling products in that country, be it as a well-connected consultant (“door opener”) or as an agent. The expert asks for a very high remuneration that Eucon would have to pay in advance. These circumstances make it appear that the expert will use some of the remuneration to bribe employees of a potential customer. The expert cannot be used under these conditions.

Therefore, Eucon requires that transactions with service providers must be examined in detail to determine that there is no suspicion of bribery or corruption.

2.3.2 Contracting Prohibition

Service providers with respect to whom one or more items in Part A of the checklist attached as Annex 1 were marked as true and applicable must not be retained.

2.3.3 Modified Contracting Prohibition

Service providers with respect to whom one or more items in Part B of the checklist attached as Annex 1 were marked as true and applicable may only be involved if it can be determined and documented that in the particular case the circumstances do not substantiate suspicion of corrupt practices with money etc. channeled via the service provider in question.

Examples:

- A track record (e.g. reference list) is available concerning a service provider from one of the territories mentioned in Part B of the checklist, and the track record clearly shows that the service provider is a professional and reliable company or person. References given by the service provider should typically be checked and the results documented.
- The unusually high amount of remuneration is justified by an equivalent scope of performance of the service provider. This has to be documented.
- The demand for advance payment of the service provider’s remuneration is justified because the services are to be rendered in the advance phases of the project. This has to be documented.

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The involvement of a service provider within the scope of this Section 2.3.3 is only permissible (i) with the approval of the managing directors or a person designated by them, and (ii) that appropriate documentation of the service provider’s activity can be verified by the respective Eucon Project Manager (based on activity reports of the service provider, additional written evidence of his activity, file notes by the respective Eucon Project Manager and other relevant documents).

2.3.4 Duty of Documentation

The involvement of service providers shall be documented in the respective project file:

- Prior to signature of contracts: filled in checklist pursuant to Annex 1, and – if applicable – approval of the managing directors or a person designated by them in the cases outlined in Section 2.3.3;
- Signature of contract and project execution (applies to all service providers): written specification of the services to be performed by service provider, service provider’s written activity reports and/or other written evidence of his activity, e.g. file notes by the respective Eucon Project Manager and other relevant documents;
- Annex 1 must be filled in and signed by the responsible Eucon Project Manager.

2.3.5 Duty to Inform Service Providers and Report Violations

In their contacts with service providers, Eucon employees must make it clear that Eucon is committed to comply with all applicable laws, does not tolerate corrupt practices or other illegal practices and will end the relationship with a service provider in case of corrupt practices or other serious illegal behavior. If there is evidence for corrupt practices or other serious illegal behavior by a service provider, employees shall inform the managing directors.

2.4 Payments to Customers, Employees or Representatives of other companies

Eucon does not make unearned payments to employees or representatives of other companies, neither directly nor through service providers. Even if those payments should be common in some countries, they are illegal and not acceptable to Eucon.

Example: An employee of a potential customer is willing to award a contract to Eucon, even at a higher price than originally envisioned (“overpricing”), if Eucon transfers a “fee” to an account on the Virgin Islands. This looks like an illegal “kickback” in favor of the employee personally, which would constitute bribery under the anticorruption laws of Germany and many other countries. The same would be true if the payment was disguised as remuneration for “consulting services” by the employee or persons near to him or if the payment was made through a service provider of Eucon. A “kick-back” is any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind provided, directly or indirectly, by an employee or intermediary, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a business arrangement or contract. Kick-backs are often disguised as payments to the customer or third parties, e.g. payments for fictitious warranty claims of the customer, which are actually made to personal accounts of employees. In order to prevent this, payments to customers of Eucon may only be made if the conditions set out in Annex 3 are met. All payments to customers (and their directors, officers, employees, agents and representatives) must be documented in a way that will allow Eucon in case

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of an investigation to prove that the payments met the conditions set out in Annex 3 and were legitimate payments, not “kick-backs”.

2.5 Hospitality, Gifts and other personal Favors

Hospitality (e.g. invitations to restaurants or sport events, catering, covering of personal travel expenses), gifts and other personal favors to employees or representatives of other companies may only be made if their total value and the circumstances of the case do not create the impression that the recipient is expected to act in a certain way because of the favor. Whether or not this is the case depends on the specific circumstances, particularly on:

- The value of the favor
- The frequency in which favors are granted
- The position of the recipient within his company and
- Whether it is socially common or even necessary to grant the favor (e.g. a bouquet of flowers at an invitation)

Favors must never be granted secretly. Invitations or gifts should always be sent to the official business address of the recipient, not to a private address. Favors to spouses or relatives of employees or representatives of other companies may only be granted under exceptional circumstances. Never give cash or cash equivalents (e.g. vouchers).

Some countries or companies do not allow employees or representatives of companies to accept any invitations or gifts at all. Other countries or companies may impose monetary limits on the value of favours that may be received by employees or representatives of companies. Before you invite someone or make a gift, you should make sure that the recipient can lawfully accept it.

Examples:

- After a meeting that lasted the whole morning, employees of Eucon invite employees of a customer to a standard business lunch. Given the moderate value and the link to the meeting, it is clear that the invitation will not oblige the invitees to grant Eucon any undue favors in return.
- An employee of Eucon gives to an employee of a customer a stereo system as a birthday present. Given that birthday presents to business partners are not socially required and that the gift has a rather high value, it creates the impression that the recipient is expected to return the favor. Therefore, the gift cannot be made.

Local tax law with regard to the taxation of benefits (e.g. for Germany: Sect. 37b of the German Income Tax Act) has to be followed.

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2.6 Stricter Rules regarding Public Officials

The anticorruption laws of many countries are very strict with regard to domestic or foreign public officials (civil servants, elected officials, military personnel or other holders of public offices). Some countries (e.g. Germany) do not allow the granting of any personal favor even if the favors have only a small value and would be acceptable if they were granted to employees of a company. Against that background, employees and officers of Eucon must be cautious when granting any kind of personal benefit to public officials and ensure, to the extent possible, that the public official is legally allowed to receive the personal benefit. Therefore, as a general rule any kind of gift to public officials needs to be cleared with the managing directors. Modest invitations to working lunches and socially acceptable gifts with minimal financial value (e.g. bouquet of flowers) – except for Germany or other equally strict jurisdictions – may be made without involvement of the managing directors).

2.7 Production Site Visits/Reference Plant Visits/Trade Fairs (80/20 Rule)

Eucon may invite customers to visit Eucon locations and to trade fares if there is a reasonable business need. In this context, Eucon may pay for appropriate travel and accommodation preferably organized by Eucon and not by the customer; reimbursement to customers may only be made upon receipt of respective invoices and no advance payments may be made to the customer). However as a rule of thumb at least 80% of such trip in terms of time and expenses should be business related (location tour, tour to Eucon stand at trade fair, workshops, product presentations, etc.). An accompanying social program should not exceed 20% of the trip and must be conducted in accordance with section 2.5 (hospitality, gifts and other favors).

Examples:

Eucon may invite potential clients to trade fares where Eucon is exhibiting its products. Eucon may pay for respective travel and one overnight stay. If the client wishes to stay longer, he would need to pay any additional overnight stay and all additional travelling expenses on his own.

3. Prohibition of Requests and Acceptance of Bribes (Passive Corruption)

3.1 General Prohibition

Employees and directors of Eucon may not request, allow themselves to be promised or accept favors from current or potential business partners for themselves or for people who are close to them (e.g. spouses, relatives and friends). This prohibition applies even if the employee or officer of Eucon does not change his or her behavior towards the business partner, i.e. if the favor has no effect.

In particular, employees or officers of Eucon must not request or accept favors from suppliers in return of the award of contracts or any other actions that are beneficial to the supplier (e.g. not claiming damages from a supplier for defective products it had supplied to Eucon).

3.2 Hospitality, Gifts and other personal Favors

Employees and officers of Eucon may accept personal favors (e.g. invitations to restaurants or sport events, gifts) only if there is no impression that they are expected to return the favor, particularly if a business decision by such employee or officer of Eucon which could be relevant to the counterparty

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is foreseeable in the near future. Whether or not this impression can arise depends on the specific circumstances, particularly on:

- The value of the favor
- The frequency in which favors are granted;
- The position of the recipient within Eucon; and
- Whether it is socially common or even necessary to accept the favor (e.g., a Christmas present of small value from a business partner).

Favors must never be accepted secretly. Employees and managers of Eucon may not accept gifts which are sent to their private addresses or to their relatives or friends.

Invitations for spouses and relatives can only be accepted under exceptional circumstances. Cash or cash equivalents (e.g. vouchers) can never be accepted.

Examples:

- A supplier invites you and your spouse to the opening of a new location followed by a diner with dancing. This invitation has a moderate value and is a one-time occasion. It is socially common to invite spouses to evening events if they include dancing. You can accept the invitation, but should inform your superior to avoid the impression of secrecy.
- A supplier sends you to your home address a voucher for a family ticket to an adventure park as a Christmas present. The considerable value of the voucher, the fact that it may be returned in exchange for cash and the fact that it was sent to your home address make it impermissible for you to accept it. You should immediately send it back, explaining that company policy requires the return of the gift or give it to your superior to send back and inform the managing directors.

If you are in doubt about whether you can accept something, contact the managing directors. If you realize that someone is attempting to bribe you or other officers or employees at Eucon, you should immediately inform the managing directors, because it is important for the management to be aware of that threat to Eucon integrity and reputation.

Local tax law with regard to the taxation of benefits (e.g. for Germany: Sect. 37b of the German Income Tax Act) has to be followed.

4. Responsibility and Monitoring

The managing directors and operating unit heads are responsible for the compliance with this Anti-Corruption Guideline within their Segment. The managing directors have compliance with this Anti-Corruption Guideline monitored by Internal Audit within the scope of regular standard audits and by separate compliance audits. However, none of these measures relieves Eucon employees and management from their duties stipulated in this Anti-Corruption Guideline.

5. Consequences of Violations

Any violation of this Guideline which may also include contribution to the concealment of infringements can have consequences under labor law up to and including warning letters and, in case of severe violations, termination of employment for cause without notice and claims for damages. The foregoing applies also to the violation of the documentation requirements under Annex 1 and 2 of this Guideline which are to be followed strictly and is to be sanctioned in general

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with a warning letter. Eucon requires its management and employees to report violations and values these contributions, even if the reporting officers or employees could have been involved in some wrongdoing.

6. Further Questions and Cases of Doubt

Most countries prohibit acts of corruption. Their laws usually follow the basic concepts and international conventions on which this Anti-Corruption Guideline is based. However, the laws of some countries may even be stricter. In such cases, the stricter requirements must be followed. Likewise, if this Anti-Corruption Guideline is stricter than applicable law, the Guideline must be followed.

If you have questions which this Anti-Corruption Guideline does not answer or if you are in doubt whether a behavior is legal, please contact the managing directors of Eucon.

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ANNEX 1 Checklist of Service Providers

I. Project name:

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II. Name/Company of the potential service provider, domicile:

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III. Reasons for choosing this service provider:

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IV. Available information regarding the service provider:

	Available	Not available
Excerpt commercial registry		
Creditreform-Report (or equivalent)		
Financial statements		
Company brochure		
Other (i.e. organizational chart; information on members of management, shareholders, etc.):		

V. Type of service concerned:

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VI. FOR CHECKING FACTS – PART A –

	True	Not True
The service provider is listed on the internal Eucon blacklist.		
There is/will be no written and signed contract.		
The service to be rendered by the provider is not defined with particularity, e.g. “general advice in country X” is not sufficient”.		
The service to be rendered by the provider does not have a plausible value for Eucon.		
The remuneration agreed with the service provider is to be paid		

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cash without proper receipt.		
The service provider has not provided wire instructions for its remuneration that indicate an account		
– in the service provider’s name (no numbered account or account in somebody else’s name) and		
– at a bank in its home country.		
The payee cannot be clearly identified.		

VII. FOR CHECKING FACTS – PART B –

	True	Not True
The remuneration agreed with the service provider is		
– extraordinarily high (either in absolute terms or in relation to the value of the main contract between Eucon Group and the customer)		
– not defined and/or not computable as of signing the service provider agreement (see section 2.3.1).		
– wholly or in essential parts payable in advance.		
Only insufficient information is available about the service provider (see above under IV.).		
The service provider is or employs one or more public officials (civil servants, elected officials, military personnel or other holders of public offices).		
The service provider does not have an established office.		
If the service provider is a company: it does not have employees.		
Names of the managing directors of the service provider – if it is a company – and business address are unknown.		
The service provider has close relations to employees or managers of the customer, e.g. the service provider employs or is owned by relatives or spouses of employees or managers of the customer.		
The service provider will receive funds (in addition to his/her remuneration) to use at its discretion or for forwarding to third parties.		
There are other suspicious facts indicating a potential case of corruption.		
The service provider is also retained by Eucon’s end customer or another party involved in the project (e.g. investor).		

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The service provider maintains his/her head office in / is resident of one of the following territories:		
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Alderney	Hong Kong	Panama
Andorra	Indonesia	Philippines
Angola	Isle of Man	Puerto Rico
Anguilla	Iran	Salomon
Antigua	Jamaica	Samoa
Aruba	Jersey	Sark
Bahamas	Kenya	Saudi Arabia
Bahrain	Kiribati	Switzerland
Barbados	Kuwait	Seychelles
Barbuda	Lebanon	Singapore
Belize	Liberia	St. Helena
Bermuda	Libya	St. Kitts and Nevis
British Virgin Islands	Liechtenstein	St. Lucia
Brunei	Macao	St. Vincent and Grenadine
Cayman Islands	Malaysia	South Korea
Cook Islands	Maldives	Syria
Costa Rica	Malta	Tonga
Djibouti	Marshall Islands	Turks and Caicos Islands
Dominica	Mauritius	Tuvalu
Ecuador	Monaco	Uruguay
French Polynesia	Montserrat	US Virgin Islands
Gibraltar	Nauru	Vanuatu
Grenada	New Caledonia	United Arab Emirates
Guatemala	Dutch Antilles	Cyprus
Guernsey	Niue	
Herm	Oman	

Project manager/Manager: _____

Date: _____

Signature: _____

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ANNEX 2 Compliance Declaration for Service Providers

The undersigned name for himself/herself and for the company name of company, registered seat: registration No., (THE REPRESENTATIVE) hereby certifies, represents and warrants the following:

1. In past dealings with Eucon GmbH, Martin-Luther-King-Weg 2, 48155 Münster (THE COMPANY) and other clients, Representative has complied with all applicable laws, rules, regulations and express public policies of ____ (country where Company is registered), ____ (country where Representative is located), ____ (country where Representative is registered (if different from location), and the state or territory or country in which services were performed.
2. In performing the services under this Agreement and any other agreements with the Company, Representative will comply with all applicable laws, rules, regulations and express public policies of ____ (country where Company in registered), ____ (country where Representative is located), ____ (country where Representative is registered (if different from location)), and any state or territory in which services are to be performed, and all applicable laws, rules, regulations and expressed public policies of the said States and territories.
3. There have been no “kickbacks” or other payments made, either directly or indirectly, to any of the Company’s directors, employees or representatives, or to the family, friends or similar associates of any of the Company’s directors, employees or representatives. No such payments will be made.
4. Representative has not, in a corrupt manner, directly or indirectly, offered, paid, promised to pay or authorized payment and will not, in a corrupt manner, directly or indirectly, offer, pay, promise to pay or authorize the payment of any money, gift, or other thing of value to any person who is an official, agent, employee or representative of any government or institution thereof or of any customer or potential customer, to any political party or official thereof or to any candidate for political office or political party office or to pay any other person while knowing that all or any portion of such money, gift or thing of value will be offered, given or promised, directly or indirectly, to any such official, agent, employee or representative, customer or potential customer, political party, political party candidate or political party official.
5. No gratuity, gift or payment of any nature has been or will be offered, accepted, requested or made where the intent of the offeror of such gratuity, gift or payment was, or is, to corruptly influence the sale of Company products or the performance of services by the Representative under this Agreement.
6. No government official or customer representative has any direct or indirect investment interest or interest in the revenues or profits of Representative.
7. No expenditure for other than lawful purposes has been or will be made.
8. Representative has complied in with all its obligations under tax law and will do so in all its work for Company.

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9. Representative has not utilized or employed and will not utilize or employ any third party in connection with the performance of services on behalf of Company, unless Representative has informed Company and Company has granted express written permission.

10. Representative may not assign one, several or all rights and obligations under its contract with Company to third parties, unless Representative has informed Company and Company has granted express written permission.

11. No business or legal conflicts of interest exist between services performed or to be performed by Representative on behalf of any other clients.

12. Representative will inform Company immediately and fully if the police, public prosecutors, tax authorities or other public authorities of any country (collectively PUBLIC AUTHORITIES) should initiate an investigation against Representative.

13. If Public Authorities should initiate investigations against Company or any other company controlled by Eucon (Eucon Group COMPANY) based on alleged unlawful behavior (including but not limited to any form of corruption) in connection with a project the Representative is involved in, Representative will grant Company access to all documents and data which is available to it, and will support Company in any way in rebutting any charges against Company or any other Eucon Group Company. The same applies if a company should raise claims against Company or any other Eucon Group Company, which that company bases in whole or in part on alleged unlawful behavior (including but not limited to any form of corruption) of Representative. These obligations survive the termination of this agreement and of any other agreements with the Company, particularly a termination under Section 14.

14. Company has the right to terminate all contractual relationships with Representative in case of one or more of the following occurrences:

- Representative violates one or more of the abovementioned obligations; or one or more of the abovementioned warranties turn out to be incorrect;
- Public Authorities initiate an investigation against the Representative in connection with this project.

15. The person whose signature appears below is authorized to certify on behalf of Representative that the foregoing is true and correct.

16. Representative certifies that he has received a copy of Eucon Group's Anticorruption Guideline, has understood it, and has and will continue to comply with the content of such Anticorruption Guideline.

I declare in lieu of an oath that the foregoing is true and correct. This declaration is governed by the laws of (country where Company is registered).

Date: _____

Signed: _____

Printed Name: _____

<i>Subject Matter:</i> <i>Anti-Corruption Guideline</i>	<i>Guideline-No.:</i> <i>INT 002</i>	<i>Valid from:</i> <i>01.11.2011</i>	<i>Change Date:</i>
<i>Prepared by:</i> <i>Jörg Niermann</i>	<i>Approved by:</i> <i>Maurice M. Oosenbrugh Marcel R. Oosenbrugh</i>		

ANNEX 3 Checklist for Payments to Customers

Project name:

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Name of customer, domicile:

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Amount of and reason for payment:

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The payment may only be made if all of the following criteria are met. If one or more criteria are not met, the payment can only be made after prior approval by the management board of Eucon Group.

CRITERIA

	True
Eucon is legally obliged to pay the amount to the customer, e.g. because of a quantity rebate that had been agreed beforehand, and this obligation is documented.	
The customer formally requests Eucon to make the payment, stating <ul style="list-style-type: none"> - The legal reason for the payment; - The amount to be paid; - Full payment information, including the name and address of the bank, and the account holder 	
The customer's request is made in writing using the company's official letterhead. It is signed by a manager of the company.	
The bank indicated by the customer is not located in an off-shore state (see the list at the end of Annex 1) – not applicable if checked standard bank account of customer is used.	
The account holder is the customer company – not applicable if checked standard bank account of customer is used.	
The payment will be made in its entirety by way of a documented bank transfer, not in cash.	
There are no other indications that the payment will not reach the customer company, but an employee personally.	