

## Compliance Certificate for Customers, Suppliers and Vendors

\_\_\_\_\_ (“Customer, Supplier or Vendor”) represents and warrants that:

1. It will comply fully with the Standards of Business Conduct of Vinmar International Ltd. (“Vinmar”).
2. It will use products sold by Vinmar (a) for itself only and solely for the following end use: \_\_\_\_\_ or (b) for resale to parties and locations that are not Prohibited Transactions, as defined below.
3. It does not have any direct or indirect owner (except in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), director, officer or employee who is a Government Official, or a family member or close business associate of a Government Official, and that if this representation shall no longer be accurate in any respect it shall immediately notify Vinmar, in writing.
4. It (a) has not, either directly or indirectly, made, promised or authorized the making of a Prohibited Payment to a Government Official with respect to the work performed for, or services or equipment provided to, Vinmar; (b) does not have any knowledge or evidence that its direct or beneficial owners (in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), directors, officers or employees, or its contractors, subcontractors, agents or representatives, who perform work for, or provide services or equipment to, Vinmar, either directly or indirectly, have made, promised or authorized the making of a Prohibited Payment; and (c) will take all reasonable steps to ensure that they do not, either directly or indirectly, make, promise or authorize the making of a Prohibited Payment to a Government Official with respect to the work performed for, or services or product provided to, Vinmar.
5. It (a) has not, either directly or indirectly, made, promised or authorized the making of; (b) does not have any knowledge or evidence that its direct or beneficial owners (in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), directors, officers or employees, or its contractors, subcontractors, agents or representatives, who perform work for, or provide services or equipment to, Vinmar, either directly or indirectly, have made, promised or authorized the making of; and (c) will take all reasonable steps to ensure that they do not, either directly or indirectly, make, promise or authorize the making of; any payment, rebate or kickback to an agent, representative, intermediary or employee of another private company without that company’s knowledge and consent, with the intent to influence the recipient’s action with respect to his or her company’s affairs or business or to gain an advantage or benefit to the detriment of his or her company.
6. It will not make, directly or indirectly, in connection with any work performed on behalf of Vinmar, or the provision of any goods or services to Vinmar, any payments to a Government Official for the purpose of securing routine government services such as permission to unload cargoes, obtain work permits or secure electricity or telephone service.
7. It will not provide, directly or indirectly, any gifts, meals, or entertainment to any Government Official in connection with any work performed on behalf of Vinmar or the provision of any goods or services to Vinmar.
8. It (a) has not engaged in any Prohibited Transaction with respect to the work performed for, or services or equipment provided to, Vinmar; (b) does not have any knowledge or evidence that its direct or beneficial owners (in the case of a publicly traded company, an owner of 5% or more of the outstanding shares), directors, officers or employees, or its contractors, subcontractors, agents or representatives, who perform work for, or provide services or equipment to, have engaged in a Prohibited Transaction; and (c) will take all reasonable steps to ensure that they will not engage in a Prohibited Transaction, with respect to the work performed for, or services or equipment provided to, Vinmar.
9. It will promptly report to Vinmar any Prohibited Payment, Prohibited Transaction or violation of any of the representations and warranties set out herein, or any allegations of such conduct, related to work performed for, or services or equipment provided to, Vinmar, of which it obtains knowledge or has reasonable grounds to believe occurred, and agrees that it will cooperate fully and in good faith with any inquiry by Vinmar if Vinmar, in its sole discretion, has reason to believe that a violation of any of the representations and warranties set out herein, has occurred. Customer or Vendor acknowledges that accurate information and certification regarding end-use is very important as a means of preventing illegal use of products sold by Vinmar. Accordingly, Customer, Supplier or Vendor certifies as to the accuracy of the information it has provided to Vinmar as to its end use and agrees to notify Vinmar immediately should any of the information represented as accurate change.
10. It will not assign its rights and responsibilities under its agreement with Vinmar to a third party without the express written authorization of Vinmar.
11. It will annually certify its compliance with the representations and warranties set out herein.
12. Vinmar and its affiliates will not be obligated to any transactions, terms or requests including any documentary requests which are prohibited or are penalized under the U.S. anti-boycott laws regulations. No boycott language may appear in documents furnished to Vinmar, including, but not limited to, contracts, letters of credit, shipping documents, etc. Vinmar may terminate any agreement with Customer, Supplier or Vendor in the event that Vinmar determines, in its sole discretion, exercised in good faith that the Customer, Supplier or Vendor has violated the representations and warranties set out herein. Vinmar shall be held harmless from any claims, costs, liabilities, obligations and damages that may incur as a result of such a violation.

13. Definitions. The following definitions shall apply to the above representations and warranties.

a. **Government Official** means (a) any officer or employee of a government (other than the U.S. government), department (whether executive, legislative, judicial or administrative), agency or instrumentality of such government, including a regional governmental body or a government-owned business, or of a public international organization; (b) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality; (c) any person holding a legislative, administrative or judicial office, whether appointed or elected; (d) any person exercising a public function, including for a public agency or public enterprise; (e) an agent, advisor or consultant to such person; (f) an officer of a political party or a candidate for public office (other than in the United States); or (g) an officer, employee, or person acting in an official capacity for or on behalf of an international organization.

b. **Prohibited Payment** means any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, including charitable contributions, directly or indirectly, to a Government Official or a political party, or to a third party, if one knows or has reasonable grounds for believing that all or a portion of the money or thing of value which was given or is to be given to the third party will be paid, offered, promised, given or authorized to be paid, directly or indirectly, to a Government Official, for the purpose of:

1. influencing any act or decision of the Government Official in his official capacity;
2. inducing the Government Official to do or omit to do any act in violation of his lawful duty;
3. securing any improper advantage; or
4. inducing the Government Official to use his influence with a non-U.S. government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist in obtaining or retaining business or in directing business to any party.

c. **Prohibited Transaction** means any transaction (including any act of omission, commission, assistance to another, or aiding and abetting in furtherance of the transaction) that involves:

1. the receipt, transfer, transportation, retention, use, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud, and bribery of a Government Official;
2. engaging or becoming involved in, financing or supporting financially, or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization;
3. shipping, delivering, or re-exporting any Vinmar products to Iran (IRISL), North Korea, Cuba, Sudan and Syria or to persons, entities or vessels associated with these countries; or
4. engaging (directly or indirectly) in any of the following activities: research, design, support, development, use, construction or any other activity regarding weapons or munitions, missiles or rocket systems, nuclear energy or weapons, chemical or biological weapons or their precursors, delivery systems for such weapons, etc.,
5. a person, entity or country that is:
  - (a) identified in publicly available records or published lists as a party with respect to whom the U.S. government has prohibited financial transactions involving that party's assets;
  - (b) designated in published lists issued by the U.S. government or the United Nations as a foreign terrorist organization or an organization that assists or provides support to a foreign terrorist organization; or
  - (c) identified in publicly available records as having been convicted, found guilty or against whom a judgment or order was entered in any proceedings for violating anti-money laundering, anti-corruption or bribery, or international economic or anti-terrorism sanction laws, or whose assets were seized, blocked, frozen or ordered forfeited for violation of money laundering or international anti-terrorism laws.

Signed by Customer, Supplier or Vendor: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_