



INTERNATIONAL ANTI-CORRUPTION COMPLIANCE MANUAL

PURPOSE

This *International Anti-Corruption Compliance Manual* (the "*Manual*") applies to Cabot Corporation, and to all Cabot subsidiaries and joint ventures worldwide that are subject to Cabot's *Code of Business Ethics* (collectively, "Cabot" or the "Company"). It is intended to provide guidance for Cabot employees, agents, consultants and representatives on how to avoid corruption risks and comply with Cabot's high ethical standards in circumstances that may arise in the conduct of our business. Bribes, kickbacks, payoffs and all illegal payments are prohibited in every country in which Cabot does business.

The *Manual* sets forth specific guidance concerning the following topics:

- **General Policy Statement: No bribery or illegal payments of any kind**
- **Direct Dealings with Government Officials**
- **Relationships with Distributors, Consultants, Joint Venture Partners, and Other Third Party Representatives**
- **Gifts and Entertainment**
- **Charitable Contributions**
- **Political Contributions**

Compliance with the policies and procedures contained in the *Manual* is mandatory and is each individual's responsibility. **In addition to penalties that may be imposed by law on Cabot as a company, any employee of any nationality, located anywhere in the world, who violates the policies or procedures in this *Manual* can be subjected to internal disciplinary measures as a Cabot employee, in addition to prosecution in accordance with local law.** You are therefore expected to familiarize yourself with the policies and procedures in the *Manual*, and to seek advice from the Law Department if you have any questions concerning compliance with these policies and procedures or with any anti-corruption laws.

NOTE: In order to comply with anti-corruption laws in all of the countries in which Cabot does business, the policies set forth in this *Manual* set a standard for our Company that in many cases may go beyond what is required by local anti-corruption laws in your country. You are responsible for ensuring that your actions comply with local law and the policies in this *Manual*.

You are encouraged to report suspected violations of anti-corruption laws or the policies in this *Manual*, subject to any restrictions under local laws. Such reports can be made to a supervisor, Human Resources, the Law Department, local management or the Office of Compliance, or by calling Cabot's anonymous toll-free helpline, which is monitored twenty-four hours a day, seven days a week by a third party (with non-English translation services available). Information about contacting the helpline is available on the Office of Compliance homepage on the Hub, in addition to being posted in Cabot workplaces.

GENERAL POLICY STATEMENT: NO BRIBERY OR ILLEGAL PAYMENTS OF ANY KIND

No employee of any Cabot entity, or any representative acting on behalf of any Cabot entity, may directly or indirectly offer, promise to pay or authorize the payment of money or anything of value to anyone with whom Cabot does business or is seeking to do business, for the purpose of influencing the acts or decisions of such persons or parties. This prohibition applies to government officials, political parties and candidates for public office, as well as to private sector employees of Cabot vendors, customers and other companies. Bribes, kickbacks, payoffs and all other forms of illegal payments are absolutely forbidden. If bribery is a practical necessity in order to do business in a particular place or with a particular customer, we will not do business in that place or with that customer. Furthermore, Cabot will not employ agents to offer, promise, or authorize prohibited payment. Where appropriate, agents should sign a written contract that includes a statement that such agents may not make payments prohibited by US or local law or by this policy.

DIRECT DEALINGS WITH GOVERNMENT OFFICIALS

Cabot employees and representatives regularly interact and conduct business with government officials, whether these officials work as employees of state-owned enterprises and are responsible for business decisions with respect to Cabot or whether they have regulatory responsibilities relevant to Cabot's operations. All Cabot employees and representatives must understand that **it is NEVER acceptable to make any payment to a government official** to secure a business opportunity or any other business advantage, or to obtain beneficial governmental treatment.

The term, "government official," is broadly defined to include:

- Any officer or employee of any national, regional, local, or other governmental entity, including elected officials;
- any private person acting temporarily in an official capacity for or on behalf of any governmental entity (such as a consultant retained by a government agency);
- officers and employees of companies owned or controlled by a government;
- candidates for political office at any level;
- political parties and their officials; and
- officers, employees, or official representatives of public (quasi-governmental) international organizations, such as the World Bank, United Nations, IMF, etc.

CAUTION: In many circumstances, officials and employees of certain state-owned companies – for example, state-owned enterprises in China – may be considered "government officials". It cannot be assumed that someone acting on behalf of a company is merely a private employee. For this reason, if you are operating outside of the United States, you should assume that all officials, agents and employees of any state-owned or affiliated enterprises are government officials.

If a question arises and you are unsure whether an individual is a "government official" under this policy, you should seek advice from the Law Department.

The term "payment," of course, includes direct payments of money. But the payment prohibitions also include non-monetary consideration. Examples of prohibited payments include excessive gifts or travel and entertainment expenses for government officials and charitable contributions and sponsorships made at the direction, or for the benefit, of a government official.

Under some circumstances it is permissible for Cabot to pay for a government official's travel and accommodation expenses for visiting a Cabot site or other business-related location. However, there are four important limitations:

- **First**, the travel must be for a *legitimate business purpose*, such as meetings to discuss Cabot regulatory issues or to demonstrate Cabot products.
- **Second**, the expenses must be *reasonable* given the seniority of the official.
- **Third**, no friends or family members of the government official, or assistants or colleagues unnecessary to the purpose of the visit, may travel at Cabot's expense.

- **Fourth**, no stopovers may be planned that are not directly connected to the business purpose of the travel, unless the stopover is at the expense of the government official and results in no additional cost to Cabot.

Approval in writing by Cabot's General Counsel is required and must be obtained before Cabot commits to pay for any travel and travel-related expenses on behalf of government officials. Travel expenses may only be reimbursed against appropriate receipts or equivalent documentation. Payments should be made directly to the hotel, airline, or other service provider whenever possible. Under no circumstances may cash be transferred to an official on the understanding that the official will arrange for his or her own travel. **Per diem payments are prohibited.**

RELATIONSHIPS WITH DISTRIBUTORS, SALES REPRESENTATIVES, CONSULTANTS, JOINT-VENTURE PARTNERS, AND OTHER THIRD PARTY REPRESENTATIVES

Special issues are raised when Cabot's distributors, sales representatives, consultants who interface with third parties during the course of their consulting services for Cabot, joint-venture partners, and other third party representatives ("Representatives" or "Proposed Representatives," as appropriate) act on Cabot's behalf. Of particular concern is the possibility that a Representative will make an improper payment, in cash or non-monetary consideration, in order to obtain some benefit for itself and/or Cabot in return. A Representative may be willing to engage in conduct that is prohibited under Cabot policies, believing that as a local individual or company it enjoys more freedom. **Be warned:** it is never acceptable for Cabot policies or local laws to be circumvented in this manner. Because of the risk that any payment that is not an integral part of a legitimate business transaction could violate anti-corruption laws in the U.S. or abroad, it is Cabot policy that employees should NEVER make a payment to third-party Representatives outside of normal, structured business channels.

Cabot employees responsible for supervising the relationships the Company maintains with Representatives are required to ensure that all such third parties are aware of Cabot's policies, and supervise such parties' observance of the policies. If at any time you learn or suspect that a distributor or other Representative has made an improper payment, you must bring that concern to the attention of the Law Department immediately.

Each relationship with a Proposed Representative must be carefully scrutinized with corruption risks in mind. While each Proposed Representative relationship must be evaluated on its specific facts, there are several "red flags" that employees must constantly be alert to because they may signify a heightened risk to Cabot. If one of the "red flags" identified below is present, the relationship may not be entered into without review and approval by the Law Department.

“Red flags” include situations where:

- ▶ **A government official recommends a specific person or company to distribute Cabot products, help obtain a permit, or provide some other service.** In some cases a government official may seek to enrich himself through kickbacks received from a favored consultant or distributor.
- ▶ **A Proposed Representative requests fees which are much greater than the market rate for comparable work without any reasonable explanation.** A request for unusually high compensation may indicate that part of the fee will be used for improper payments. The fact that the fee would be covered in the price is irrelevant.
- ▶ **A Proposed Representative negotiates a sales price that is above-market, or the final contract price is higher than Cabot’s offering price, especially in the context of a government tender.** Above-market prices or unilateral price increases may reflect additional funds needed to cover improper payments to improperly influence a decision.
- ▶ **A consultant proposes to be paid a large success fee if, for example, a permit is obtained or a study is accepted.** The consultant could intend to use a portion of the success fee to make an improper payment.
- ▶ **A Proposed Representative refuses to certify that it will not take any action in furtherance of an improper payment.** All legitimate Representatives should be prepared to certify that they conduct business in accordance with the law, and it is Cabot policy not to do business with any Representative that refuses to make such a certification.
- ▶ **A Proposed Representative has a reputation for paying bribes.** Your business unit should not enter into an agreement with any third party until you have examined the reputation of that third party, established that the third party has a solid reputation and determined whether that third party is a government official.
- ▶ **A Proposed Representative requests payment in cash.** Cash payments may indicate that some of the money will be used for improper payments.
- ▶ **A Proposed Representative suggests that an additional fee is warranted to pay for the “expenses” of government officials.** Such payments may be unlawful, and by funding them you could place Cabot – and yourself – at risk.
- ▶ **A Company consultant requests that his or her agreement be kept secret from his or her employer.** Secret agreements imply that some improper relationship may exist.
- ▶ **A Proposed Representative requests that payments be made to a third party or to a third-country bank account, or requests other unusual financial arrangements.** Such a

request may indicate that the money is being used for improper purposes. While the practice may be acceptable if properly justified and is not necessarily illegal, the request should raise a red flag.

As part of the contracting process, due diligence must be performed on Proposed Representatives in accordance with the following procedure:

1. **Request Information from Proposed Representative.** Each Proposed Representative must complete the questionnaire attached as Annex I to this Manual. This questionnaire must also be completed prior to each renewal of an agreement with an existing Representative and not less often than every three (3) years for existing and established relationships. "Evergreen" or perpetual contracts between Cabot and a Representative are not permitted.
2. **Conduct Investigation.** An employee designated by the Regional General Manager shall complete the steps outlined in the Proposed Representative Due Diligence Checklist attached as Annex II to this Manual. In completing the Due Diligence Checklist, the designated employee shall rely as appropriate on information provided in the questionnaire attached as Annex I to this Manual (described in #1 above).
3. **Review Investigation.** The Regional Finance Director or Controller or any other person designated by the Regional General Manager shall review the completed questionnaire attached as Annex I to this Manual (described in #1 above) and Due Diligence Checklist attached as Annex II to this Manual (described in #2 above). If the Regional Finance Director or Controller (as applicable) is satisfied with the results of the investigation and deems it appropriate to engage the Proposed Representative, he or she will indicate such approval in writing as provided at the bottom of Annex II. In case of doubt, the Regional Finance Director or Controller must consult with the Law Department.
4. **Record Retention.** Completed questionnaires attached as Annex I to this Manual (described in #1 above) and Due Diligence Checklists attached as Annex II to this Manual (described in #2 above) shall be maintained in a Proposed Representative file in accordance with the Company's Document Retention Policy; but in all cases, for a minimum period of five (5) years following the termination of the Company's relationship with the Representative.

ANNUAL CONFIRMATION REQUIREMENT: During the month of December every year, an employee designated by the Regional General Manager must confirm that every existing Representative has been subjected to due diligence in accordance with steps #1-4 above.

Unless otherwise authorized by the Law Department, all agreements with Representatives must contain anti-corruption contractual provisions in the form attached as Annex III to this *Manual*. All sales operations that do not already have written agreements in place with all dealers or distributors should make every effort to put written agreements in place with all current and future dealers and distributors that include these contractual provisions.

GIFTS AND ENTERTAINMENT

Employees must approach gift-giving and entertainment with caution. Cabot employees may never request or solicit personal gifts, favors, entertainment or services or exploit their position to solicit Cabot vendors to provide individual preferential treatment in pricing, terms or loans. Cabot employees may only provide or accept a gift or entertainment if it is:

- legal under local law and does not violate the giver or recipient's company policy, as appropriate;
- in accordance with local business custom;
- not excessive;
- infrequent; and
- appropriate for the occasion.

Gifts are given and received to promote Cabot's business relationships and to strengthen personal relationships with customers, vendors and other business partners. Gifts may never be given to secure a specific business opportunity or to obtain beneficial treatment. **No cash or cash equivalents may ever be given or accepted as gifts.** Specific details regarding appropriate gifts and entertainment and required approvals are set forth in Cabot's *Gifts and Entertainment Procedures*, which can be found on the Hub.

Keep in mind that Cabot policy requires that all gift and entertainment expenses must be properly documented to reflect (a) the purpose of the gift, (b) the individual receiving it, (c) the recipient's organization and position, (d) a description of the gift or entertainment, (e) the amount of the gift or entertainment and (f) if required, the name of the approver and date of approval for the gift.

Caution: Remember that no gift or entertainment, no matter how small, may be provided if it could reasonably be expected to affect the outcome of a business transaction, confer any other advantage on Cabot, or otherwise create the appearance of impropriety.

CHARITABLE CONTRIBUTIONS

Charitable contributions are an important reflection of Cabot's commitment to the communities in which the Company operates around the world. While charitable contributions that serve a genuine educational purpose or involve some other public benefit are encouraged, contribution requests must be examined carefully anytime they originate from a customer, distributor or sales agent, and even more carefully when the request originates from a government official.

Employees who are responsible for reviewing charitable contribution requests must satisfy themselves that the contribution is not a disguised way of conferring a personal benefit, and

that the contribution is not connected to a purchasing or other decision involving Cabot products. All recipients of Cabot's charitable contributions must be properly registered not-for-profit charitable organizations. Contributions may never be made as part of an exchange of favors, even if the recipient organization is a bona fide charity.

POLITICAL CONTRIBUTIONS

Political contributions by Cabot raise special concerns for several reasons. First, the laws governing corporate political contributions vary widely among the countries in which Cabot does business. Second, some countries have a history of diverting corporate political contributions to private use, or exchanging political contributions for special favors. Third, even where corporate political contributions are legal and accepted, favoring some politicians or political parties over others may not advance Cabot's long-term interests. Fourth, a corporate organization that is perceived by many to be a U.S.-based company and that seeks to influence the results of elections outside the United States can draw strong responses from citizens of other countries.

Therefore, Cabot has adopted the following policies concerning corporate political contributions:

- **Corporate contributions to political candidates and political parties are prohibited.** This prohibition covers contributions of any kind, including cash, loans, gifts, membership fees, and all other non-cash contributions (including "in-kind" contributions such as donations of office space, office supplies, or other non-cash items or services of value).
- Cabot subsidiaries and other affiliates may not aggregate employee contributions in order to create a common fund from which political contributions are made (so-called "political action committee" or "PAC" contributions).
- Employees may not cause Cabot to make payments to lobbying firms, charities, contractors, or other third parties as a way of circumventing Cabot's restrictions on political contributions.
- Cabot will not reimburse any employee for contributions to any candidate for office or in furtherance of any election.

This policy is not intended to prevent employees from engaging in lobbying activities for the benefit of Cabot, or to restrict the right of Cabot employees to make personal political contributions or otherwise participate in political activities on their own time, provided that such activities are permitted under applicable law and in conformance with Cabot's *Code of Business Ethics*.

TRAINING

Employees shall receive periodic training covering anti-corruption laws and Cabot's anti-corruption policies and procedures as set forth in this *Manual*, on a schedule to be determined by Cabot.

Attachments:

Appendix I – Proposed Representative Questionnaire

Appendix II – Proposed Representative Due Diligence Checklist

Appendix III – Anti-corruption Covenant

ACKNOWLEDGMENT

I, _____, confirm that I have read the Cabot Corporation International Anti-Corruption Compliance Manual and I agree to comply with the policies contained therein at all times.

Name: _____

Date: _____

Location and Title: _____

ANNEX I: PROPOSED REPRESENTATIVE QUESTIONNAIRE

The following information will assist Cabot in assessing the qualifications of _____ (“Proposed Representative”) to act as a Representative to Cabot in the country(ies) of _____. Your cooperation in completing this form is important to Cabot and is greatly appreciated. Please attach additional sheets of paper as needed.

1. Name of the Proposed Representative:

Principal Contact:

Address:

Telephone:

Fax:

Email:

2. Year established:

Number of years the Proposed Representative has been involved in the business to be performed for Cabot:

3. Registration number:

If the Proposed Representative is required by law to be licensed to perform its services, please indicate the name of the appropriate government agency and the Proposed Representative’s license number and expiration date:

4. Type of organization (sole proprietorship, partnership, corporation, etc.) and place of organization and/or registration:

5. Number of employees:

6. Please list the names and addresses of all officers, directors and owners of the Proposed Representative, together with the ownership percentages of all owners. (Owners holding less than a 5 % interest in the Proposed Representative may be omitted, unless they are officers or directors.)

Name	Position(s) (officer, director, owner)	Ownership %

7. Please list all affiliated business enterprises, including a description of their businesses and the location of their principal place of business.

Affiliated Enterprise	Description of Business	Location

8. Please describe the Proposed Representative's current business activities (if a distributor or dealer, please include other products handled):

9. Has the Proposed Representative, any of its affiliates identified in Question #7 above, or any officers, directors or owners of the Proposed Representative or its affiliates been a defendant in any civil litigation, any arbitrations, or any criminal proceedings in the last five years?

Yes No

Has the Proposed Representative, any of its affiliates identified in Question #7 above, or any officers, directors or owners of any of those companies been the subject of a criminal investigation in the last five years?

Yes No

If you answered Yes to either of the last two questions, please provide a detailed explanation.

10. Please provide the name(s) and position(s) of the person(s) who will be principally responsible for the Proposed Representative’s relationship with Cabot.

Name	Position

11. Please describe the experience and the business or professional relationships of the person(s) named in Question #10 above, and of the Proposed Representative generally, that relate to the Proposed Representative’s ability to be of assistance to Cabot.

12. Are any of the following individuals now, or in the recent past, a candidate for political office or do they hold any position with any government, any government agency, any public (governmental) hospital or other health care institution, any international organization, any enterprise owned in whole or in part by a government, or any political party?

- Any owner, officer, director, or employee of the Proposed Representative.
- Any family member of any owner, officer, director, or employee of the Proposed Representative.

Yes No

If Yes, please identify all such individuals, their positions, and the corresponding governments, agencies, organizations, and/or parties.

Name	Position in / Relationship to Proposed Representative	Position in Government / Agency / Organization / Party

If the Proposed Representative is a subsidiary of another corporation or other entity, please provide the same information requested in Items 6, 9, and 12 for the parent corporation or entity.

13. Please provide the names of at least two commercial enterprises with which the Proposed Representative has worked previously, as well as the name of a person at each of these enterprises who is familiar with the work that the Proposed Representative did with his or her employer.

Name of Enterprise:

Contact Person:

Position:

Address:

Telephone:

Email:

Name of Enterprise:

Contact Person:

Position:

Address:

Telephone:

Email:

14. Please provide a local banking reference.

Contact Person:

Position:

Company:

Address:

Telephone:

Email:

15. Attached to this questionnaire is a copy of the representations and warranties that will be included in any agreement between the Proposed Representative and Cabot.
Will the Proposed Representative be able to satisfactorily perform its responsibilities under its agreement with Cabot, and at all times act in a manner that is consistent with the representations and warranties in the attachment?

Yes No

If No, please explain.

16. Certification: I certify that the information above is correct and complete.

Signature: _____ Date: _____

Name: _____

Position: _____

ANNEX II: PROPOSED REPRESENTATIVE DUE DILIGENCE CHECKLIST

Directions: **Section A** must be completed by a designee of the Regional General Manager. **Section B** must be completed by the Regional Finance Director or Controller, or such other person as designated by the Regional General Manager.

Section A: Due Diligence Review

(to be completed by a designee of the Regional General Manager)

1. Name of Proposed Representative:
2. Describe Proposed Representative's duties:
3. Attach a completed copy of the Proposed Representative Questionnaire (Annex I to the *Manual*), including information listing the names of all officers of the Proposed Representative and all owners of interests greater than five percent (include alternate spellings if the name is a transliteration from a language not written in the Roman alphabet).
4. Run the names of the Proposed Representative, its owners, and its officers (including any alternate spellings) through Google or another on-line search engine. Review relevant websites and articles in newspapers and periodicals. Contact the Law Department if additional resources are needed to perform this task. Do these materials indicate:
 - a) that the Proposed Representative or any of its officers or owners may have been involved in improper activity of any sort?
Yes No

If Yes, provide details on a separate piece of paper.
 - b) that the Proposed Representative (if an individual) or any of its officers or owners holds any position with any government, any agency or instrumentality of any government, any enterprise in which a government owns an interest, or any political party?
Yes No

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

- c) that the Proposed Representative (if an individual) or any of its officers or owners is now, or recently has been, a candidate for political office?
Yes No

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

5. Speak with the commercial and banking references provided by the Proposed Representative, and any other commercial sources as you think appropriate. In these discussions, elicit information concerning the nature of the relationship between the Proposed Representative and the reference. Also, ask specifically: (i) whether the reference has any reason to believe that the Proposed Representative would be anything other than completely honest in its business dealings, and (ii) whether the reference has any reason to believe that the Proposed Representative would violate a commitment not to bribe.

- a) Did all of the references recommend the Proposed Representative without reservation?
Yes No

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

- b) Do any of the references have reason to believe that the Proposed Representative would be anything other than completely honest in its business dealings?
Yes No

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

- c) Do any of the references have reason to believe that the Proposed Representative would violate a commitment not to bribe?
Yes No

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

6. Speak with the Company employee(s) who initially suggested the Proposed Representative. (For renewals, only items f. and g. below are required.) Record their answers to the following questions:

- a) Are there any Company employees who are more familiar with the Proposed Representative's business and reputation?
Yes No

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

- b) Why does the Company need the Proposed Representative's services?
- c) How did the Proposed Representative first come to the Company's attention?
- d) Describe the Proposed Representative's relevant experience as well as the source(s) of this information.
- e) Describe the Proposed Representative's relevant contacts with customers and governmental regulatory bodies, if any, and the source(s) of this information.
- f) Why is it potentially advantageous to the Company to enter into an agreement with the Proposed Representative rather than other possible Representatives in the territory?

- g) Do the employees believe that the Proposed Representative would comply with a contractual commitment not to bribe?
Yes No

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

- h) Do the employees think it likely that the Proposed Representative has **paid** bribes in the past for any purpose?
Yes No

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

- 7. If available, attach a standard Proposed Representative Investigation Report from an outside investigation service that provides information on the Proposed Representative that is available from public records.

- a) Does the report indicate that the Proposed Representative has been involved in any civil litigation or administrative or criminal proceedings?
Yes No

If Yes, provide details.

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

Yes No

If No, provide details.

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

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

Yes No

If Yes, what justifies the extra compensation?

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

Yes No

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

11. Will there be any other unusual provisions in the agreement with the Proposed Representative?

Yes No

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

12. Have other Cabot business units had any dealings with the Proposed Representative?

Yes No

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

Attach copy of the draft agreement with the Proposed Representative.

Are any of the following circumstances present:

- A regulator or other government official recommended the Proposed Representative.
- The Proposed Representative's suggested fee is much greater than the normal rate for comparable work.
- The Proposed Representative's compensation includes a success fee that depends on some favorable action by a government agency or official.
- The Proposed Representative has refused to agree to the anti-corruption provisions.
- There are indications that the Proposed Representative may have made improper payments in the past or has a reputation for paying bribes.
- The Proposed Representative requests that the agreement with Cabot be kept secret.
- The Proposed Representative has requested unusual payment arrangements, such as being paid in cash or in a bank account that is located in a country other than the country in which the services would be performed.

Yes No

If Yes, you may not enter into an agreement with Proposed Representative without first consulting with the Law Department.

Signature: _____ Date: _____

Name: _____

Position: _____

Section B: Approval ***(to be completed by Regional Finance Director or Controller, or such other person as designated by the Regional General Manager)***

I have reviewed the foregoing information and collected supporting information as necessary, in order to assess whether this transaction complies with the policies in the *Manual*. Based on my review this transaction is

APPROVED DENIED.

Signature: _____ Date: _____

Name: _____

Position: _____

ANNEX III: REPRESENTATIVE ANTI-CORRUPTION CONTRACTUAL LANGUAGE

The language below should be included in all contracts with Representatives.

Note: the language below assumes that the Representative is a legal entity. Revisions are necessary if the Representative is an individual; if so, please consult with the Legal Department.

{INSERT CONTRACT SECTION #}.

Compliance With Anti-Corruption Laws

[Representative] represents and warrants to Cabot, and Representative agrees with Cabot that:

a. none of **[Representative]**'s directors, officers, employees or agents is or, without prior written notice to Cabot, will become an official or employee of any government, or of any agency or instrumentality of any government, or of any political party, or of any public international organization in which the United States participates through treaty or otherwise; and that no official or employee of any government, or of any agency, instrumentality of any government, or of any political party, or of any public international organization in which the United States participates through treaty or otherwise, owns or will own, directly or indirectly, any shares or other beneficial interest in **[Representative]**.

b. in carrying out its responsibilities under this Agreement, neither **[Representative]** nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of **[INSERT NAME OF COUNTRY]** or of any of its agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office (including any party, official, or candidate in **[INSERT NAME OF COUNTRY]**), or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of Cabot in an inappropriate way. **[Representative]** further represents and warrants that no payment, authorization, promise, or gift of the sort described in this paragraph has been made prior to the date of this Agreement.

c. in carrying out its responsibilities under this Agreement, neither **[Representative]** nor any director, officer employee, agent or shareholder thereof shall directly or indirectly pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any non-government, private-party, person or private entity for the purpose of influencing any act or decision of such person or his or her employer or otherwise promoting the business interest of Cabot in an inappropriate way.

d. **[Representative]** shall notify Cabot immediately of any solicitation, demand or other request for anything of value, by or on behalf of any government official or other person, relating to the subject matter of this Agreement; and

e. **[Representative]** shall not undertake, in connection with its performance under this Agreement, any activity which is illegal under the laws in **[INSERT NAME OF COUNTRY]** or in any political subdivision thereof.

Notwithstanding any other provision of this Agreement, Cabot may immediately suspend this Agreement in the event it should receive information which it determines in good faith to be evidence of a breach by **[Representative]** of any undertaking in sub-sections 'a', 'b', 'c', 'd' or 'e' above. In the event of receipt of such evidence and/or such suspension, Cabot shall consult with **[Representative]** and may thereafter immediately terminate this Agreement if Cabot acting in good faith, is reasonably satisfied that such a breach has occurred. In the event of such termination, Cabot shall have no liability to **[Representative]** under this Agreement for any fees, reimbursements or other compensation under this Agreement or for any other loss, cost, claim, or damage resulting, directly or indirectly, to **[Representative]** from such termination.