

NORTHROP GRUMMAN SYSTEMS CORPORATION
SPECIAL TERMS AND CONDITIONS FOR ANTI-CORRUPTION COMPLIANCE

In furtherance of 15 U.S. Code § 78dd-1 (FCPA), these provisions apply to all purchase orders to sellers performing services or delivering products outside the United States. Sellers that provided anti-corruption compliance due diligence information (e.g., information related to its ownership and personnel, subsidiaries and third parties, a due diligence questionnaire, related certifications) to Northrop Grumman shall provide prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Northrop Grumman and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Northrop Grumman, Northrop Grumman reserves the right to suspend Sellers performance under this agreement by providing written notice to Seller in order for Northrop Grumman to conduct anti-corruption due diligence upon such changed circumstances. The following provisions must be adhered to by Seller regarding Anti-Corruption Compliance:

1. ANTI-CORRUPTION COMPLIANCE – Seller represents, warrants and covenants that:
(a) It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value to:

1. an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;
2. a candidate for political office, any political party or any official of a political party; or
3. any other person or entity,

while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.

(b) No gift, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with this agreement where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:

1. be permitted under the U.S. Foreign Corrupt Practices Act and the laws and regulations of the country in which this agreement will be performed;
2. be consistent with applicable social and ethical standards and accepted business practices;
3. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
4. be of such nature that its disclosure will not cause embarrassment for the Buyer.

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(c) Breach of any of the foregoing provisions of parts (a) and (b) of this clause by Seller shall be considered an irreparable material breach of this agreement and shall entitle the Buyer to terminate this purchase order immediately without compensation to Seller.

2. **DELIVERY** – If Seller is permitted to use terms other than FCA Sellers Premises, Seller shall provide the name and contact information for all freight forwarders, carriers or cartage agents expected to handle Buyer's cargo. Seller shall provide this information to Buyer not later than 10 days after purchase order acceptance. Seller proposed freight forwarders, carriers or cartage agents must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed freight forwarders, carriers or cartage agents within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the Proscribed Countries listed in the U.S. International Traffic in Arms Regulations, 22 CFR 126.1.
3. **ACTIVITY PROHIBITIONS** – For sellers delivering goods or performing services outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not engage in any of the following activities on behalf of the Buyer under this agreement: acting as an agent of the Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.
4. **CONTACT PROHIBITIONS** – For sellers delivering goods or performing outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, public officials of any country other than the United States, United Kingdom, Canada, Australia, Germany, France, or Italy in furtherance of its performance on behalf of Buyer under this agreement.