



COMPLIANCE POLICY AND CONTROLS

A Quick Reference Guide
for Employees and Agents

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TRICON'S COMMITMENT TO COMPLIANCE

As a US company operating globally, Tricon, and of all its affiliates, are governed by U.S. laws. Tricon is also subject to the laws of the countries it trades in. It is Tricon's policy, therefore, that under no circumstances will a transaction be carried out in violation of U.S. or any other applicable law. Our ability to export is a privilege, not a right, granted in each case by the government of the countries we trade in. It's a privilege we could lose by failing to abide by regulations. Moreover, petrochemicals are more tightly controlled than other commodities, and therefore extra care must be taken to screen our products (its end-use and their end-users) customers and transactions. Fortunately, to do this we have various resources. This Compliance Guide is designed to help and instruct as to the right actions to take and the right people to call for any questions.

COMPLIANCE GUIDE

This guide has been prepared to assist employees and agents increase their awareness and serve as reference to meet our compliance policy. It provides guidance of the following areas:

- ✓ Export Controls and Sanctions
- ✓ Anti-Boycott Restrictions
- ✓ Anti-Corruption
- ✓ Anti-Trust
- ✓ Anti-Money Laundering
- ✓ Anti-Fraud
- ✓ Record Retention

1. EXPORT CONTROLS AND SANCTIONS

The law requires Tricon to apply control exports based on: **a)** what the product is, **b)** where and who it goes to, and **c)** how it's used. We must know and assess these factors and apply Export Controls to every transaction (not just U.S. sales) of any product (not just those with US content) anywhere in the world. Transactions include exports, re-exports, and/or "transit through" transactions. As employees and agents of Tricon we are all involved in some way with export activity. We are all important and we all play a part in making sure Tricon's Export Controls are properly applied.

We apply the following Export Controls:

- **Controlled Products.** We control the products we deal in. The US and many other countries have created a long list of controlled products. The reasons for the controls vary: national security, anti- terrorism, chemical weapons, crime control, munitions trade, regional stability, short supply, or UN Sanctions. Some controlled products may require an export license, others may have to be reported or be specially coded in export documents, and others may simply be prohibited for export.

Our **TRICON CONTROL and POLICY** is that all Products *must* be approved by the Operations and Legal Departments prior to their purchase or sale. For obvious reasons it is strongly recommended that approval be requested prior to engaging in serious commercial negotiations.

- **Sanctioned Countries.** We control where the products we sell can go to. If we learn that our product will go to a sanctioned country, *directly or indirectly* (i.e., through our buyer's buyer or receiver), we need to assess. The Sanctioned countries are:

- **Balkans, Belarus, Burma, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Lebanon, Former Liberian Regime of Charles Taylor, Libya, North Korea, Russia, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen and Zimbabwe.**

Our **TRICON CONTROL and POLICY** is that any transaction with any of these countries must be run through JDE and Amber Road (our specialized software) and must be brought to the attention of the Legal Department to ensure that the transaction is not prohibited or that no special export license is required. Countries in **Red** are **completely prohibited**. **No transactions of any kind may be done with these countries.**

- **Prohibited Individuals/Entities.** We control who we can sell and buy from. The US and other countries keep various lists with the names (aliases, numbers or codes) of "prohibited" individuals, entities, vessels and containers. We can't engage or do any business directly or indirectly with anyone or anything listed.

Our **TRICON CONTROL and POLICY** is to obtain, for every transaction, reasonably detailed information about every party, entity, vessel and or container engaged in the transaction. This information *must* then be captured in JDE and Amber Road.

The software matches the updated lists with the information provided. Include full names, addresses and other contact information. Keep in mind that companies controlled by prohibited persons are also prohibited. If there is reason to believe that non-prohibited entities are controlled by prohibited persons this situation must be communicated to the Legal Department.

- **Prohibited End-Uses.** We control that the products we transact in will not be used for illegal purposes. U.S. export regulations prohibit the export of certain product if these will be directly or indirectly used in controlled chemical or biological applications.

Our **TRICON CONTROL and POLICY** is to verify that no product we deal in will be used, directly or indirectly, in prohibited end uses. If we find that a product we are transacting in may be used in dangerous chemical or biological applications the transaction must be reported to the Legal Department prior to moving ahead with the transaction.

Identifying Potential Violations (“Red Flags”)

Persons engaged in formalizing an export transaction with our clients and suppliers must be vigilant for suspicious circumstances or “Red Flags”.

Our **TRICON CONTROL and POLICY** is to routinely communicate with the client, and politely ask the right questions, to ensure we are in compliance with our policies. We should always be certain that we are not selling to people who we are prohibited to do business with, and that the product will not be used for illegal purposes.

The following are “Red Flags”:

- ❑ The customer is reluctant to offer information about the end-use of the item (is he/she a front to someone else?)
- ❑ The product's capabilities do not fit the buyer's line of business, such as a large order of chemicals for a small bakery. Look for names, relationship or other factors that are not normal in the industry.
- ❑ The item ordered is incompatible with the industry found in the destination country. (Is the Product going to a prohibited third country?)
- ❑ The customer is willing to pay cash when the terms of sale normally call for L/C or other financing.
- ❑ The customer has little or no business background.
- ❑ The customer is unfamiliar with the product's specs but still wants the product.
- ❑ Delivery dates are vague, or deliveries are planned for out of the way destinations.
- ❑ A freight forwarding firm is listed as the product's final destination.
- ❑ The shipping route is not normal for the product and destination.
- ❑ Packaging is inconsistent with the stated method of shipment or destination.
- ❑ When questioned, the buyer is evasive and especially unclear about whether the purchased products are for domestic use, for export or re-export.

If there are “Red Flags”

When a Red Flag is raised in the transaction you need to review the information carefully:

Our **TRICON CONTROL AND POLICY** is to check out the suspicious circumstances and inquire about the end-use, end-user, or ultimate country of destination. Reevaluate the information you have and determine whether the Red Flag can be explained or justified.

If the transaction cannot be explained or justified and you proceed with the transaction, you run the risk of having had "knowledge" that you were doing something illegal. *Not knowing something you should have known will not excuse you or Tricon of having committed a violation.* Never ignore or avoid finding a Red Flag. To the contrary, be actively on the look-out for them. If you are unsure, suspicious or have reason for concern after your inquiry refrain from the transaction, submit all the relevant information to the Compliance Manager and wait for instructions.

2. ANTI-BOYCOTT REQUESTS

The U.S. has laws that prohibit or penalize conduct considered to support certain international economic boycotts. These laws also require reporting of requests to take actions supporting unsanctioned boycotts. However, the principal target of these laws is the boycott of Israel by certain Arab countries. Severe penalties may be imposed for violations of these anti-boycott laws, even if persons involved are not aware that their conduct constitutes a violation.

Our **TRICON CONTROL AND POLICY** is that we may not comply with any boycott request which it receives and must formally report such requests to the Department of Commerce and Treasury.

Identifying Anti-Boycott Requests to Be Reported

Boycott-related requests can come in different forms and Tricon employees and agents must know how to identify them because these have to be reported immediately to the Trade Compliance Manager so that proper determination is made and appropriate action taken. Depending on the boycott language received, the transaction will be placed “on hold” until Tricon can determine whether it is a permissible action or not, and whether it is reportable to authorities or not.

In general terms, Tricon cannot agree to any of the following:

- 1. Refuse to do business with, or in, Israel or with blacklisted companies.** This includes the use of blacklists, white lists, boycott-based pre-award services and exclusions of specific suppliers. For example, USA Co. supplies chemicals to various countries including Israel. As a result, USA Co. has been restricted from doing business in Kuwait. Kuwait has blacklisted USA Co. because of their involvement with Israel. In an effort to penetrate the Kuwaiti market, USA Co. refuses to do business in Israel. This activity is prohibited under the "refusal to do business" clause.
- 2. Furnish or agree to furnish information about business relationships with, or in, Israel, or with blacklisted companies.** For example, USA Co. is seeking to sell their products in Kuwait. USA Co. is informed that as a condition of sale, they must certify that they have no sales representatives in Israel. USA Co. has reason to know this request is boycott-based. Furnishing boycott-based information regarding the business activities in another country is prohibited.
- 3. Discriminate against other persons based on race, religion, sex, or national origin.** For example, USA Co.'s British subsidiary is entering into a joint venture with a Saudi firm to sell and distribute chemicals in Pakistan. The Saudis stipulate no Israeli nationals are allowed to assist in the operations. This is prohibited as it discriminates against one's national origin.
- 4. Furnish information about the race, religion, sex, or national origin of another person.** For example, USA Co. is requested to complete a questionnaire requesting information regarding the religion of the company's principals. USA Co. has reason to know this request is boycott-based. It is prohibited from furnishing such information.
- 5. Implement a Letter of Credit containing prohibited conditions.** This prohibits banks and beneficiaries (like Tricon) from paying, honoring, issuing, confirming or negotiating letters of credit that contain boycott language. We must be very careful to avoid implementing letters of credit containing prohibited boycott terms or conditions.

Boycott violations can come from the shipping agents Tricon works with. We must verify that the agent does not approve any conditions that are in violation with U.S. Anti-boycott regulations. Tricon personnel should be very careful in reviewing bills of lading and shipping certificates and must make sure these do not contain boycott language signed by an agent or an entity on behalf of the carrier.

The following are countries that have been known to apply boycotts. Transaction with these countries must be carefully verified: Iraq, Kuwait, Lebanon, Libya, Qatar, Saudi Arabia, Syria, Russia, Congo, United Arab Emirates, and the Republic of Yemen.

It is important to note that boycott-related requests can arise in transactions involving countries not listed above; therefore, regardless of the nationality of the other party to the transaction, employees and agents should be alert to the presence of language that may constitute a request to participate or cooperate in a boycott.

What Do I Need To Do To Be In Compliance With Anti-Boycott Laws?

In order to ensure compliance with the anti-boycott laws and regulations you must do the following:

1. Screen for Boycott-Related Language

A boycott request may be made verbally or in writing (including e-mails) and could be contained in the language of a purchase order, contract, letter of credit, bill of lading, shipping certificate or similar document. You should refer all boycott requests immediately to the Trade Compliance Manager prior to taking any other action such as negotiating, making a counter-proposal, accepting, rejecting, booking, confirming, or agreeing to the order or request. It is very important to refer all boycott requests because the law requires Tricon to report them to authorities.

Language that includes any of the following words and phrases, or variations of any of these, should be considered boycott related and therefore subject to review:

- “blacklist”
- “Israel” or “Israeli” or “Jewish” (except if the customer or supplier is Israeli)
- “Arab league”
- “boycott” or “boycott office” or “boycott laws” or “boycott certificate”
- “comply” with (the laws of boycotting country)
- (a ship being) “eligible to enter a port of [Country Y], or the Arab ports”
- (an insurance company) “having an agent” in [Country Y]
- (shipping certificate) “ship has not to be blacklisted by the Arab port authorities”
- “The goods are not made in [Country X]”

Any other suspicious language should also be referred to the Trade Compliance Manager for review. You should place your transaction “on hold” while it is under review. You may not forward any documents containing prohibited boycott requests (under no circumstances) to any parties outside of Tricon. Always consult first with Tricon’s Trade Compliance Manager.

2. If You Identify Boycott Language, Notify the Event

When Anti-boycott language is identified or suspected, you *must* contact the Head Trader for the Office you work for so that negotiations can be suspended or put on “hold”. The event *must* also be notified to the Trade Compliance Manager.

A Boycott Disclosure Form is included in this Guide as **Exhibit-A**. Note that even if language is modified to avoid subjecting Tricon to a foreign boycott, the request for this language by a third party may still need to be reported, so it’s best to have any boycott language reviewed with the Trade Compliance Manager. Copies of all pertinent documents (*i.e.*, e-mails, purchase order, proposed contract, letter of credit, proposed invoice, and proposed certification) should be sent to the Trade Compliance Manager who will review and prepare the report to authorities.

3. ANTI-CORRUPTION

TRICON is committed to doing things right. It's part of our DNA. We work and play hard but are always respectful of the law and the communities in which we work. This means many things but one thing for certain: we don't give or accept bribes. Specifically this means we—and this includes TRICON's directors, officers, employees and agents—do NOT:

- X** Bribe Government Officials (as defined later on);
- X** Bribe non-government customers;
- X** Accept bribes;
- X** Provide "facilitation" payments (we define this later); and
- X** Engage in conflicts of interest.

What Does Bribing Mean?

It means offering or giving a "Thing of Value" to anyone in order to influence that person to award TRICON an improper business advantage. It also means that no one at TRICON can solicit or accept a Thing of Value from anyone in exchange of giving such person/company any type of business advantage. A business decision must be based on solid commercial advantages for TRICON, and not on gifts we get from or give to third parties to do business with us.

TRICON will treat seriously any violation of the Anti-Corruption Policy and will take appropriate action regarding those who violate it, up to and including termination. Managers also have responsibility for the persons who report to them and must maintain appropriate oversight and promptly report any violations up the chain. Violation of anti-corruption laws could have severe legal consequences, including steep fines and imprisonment.

What we need to know

So, what do we all need to know to make sure we are following this Policy? These are the terms that need to be clear to everyone:

1. Thing of Value

A *Thing of Value* is anything that would be considered to be valuable by the person to whom it is given. We are talking about things we could give or services we could hire others to provide that are not our business to provide. Tangible items like cash, jewelry and electronics are easily recognizable as Things of Value, but less tangible benefits, such as a job or a promise of future employment, admission to a school, or excessive travel or entertainment expenses are also considered Things of Value. If you have doubts as to what is and what is not a Thing of Value: ask your Manager.

2. Government Official

Government Officials are those persons who work, in any form or capacity, for an entity owned or controlled by a government, at any level. Remember, if our counterparty works for the government or a government company, we will treat him always with enthusiasm and respect, but no special gifts or favors. Of course, there may be situations where providing something of modest value may be harmless, will have no direct effect on our business, and could be completely within industry practice or a traditional business expense.

Donations to government entities may be acceptable, e.g., an annual small donation to the local police, etc. If you would like to make a small donation or gift that you think is acceptable under industry practice you must ask Legal first and get the OK.

3. Commercial Bribery

Commercial Bribery is the giving of a Thing of Value to an employee that is not a Government Official to get their business or an improper business advantage. Commercial Bribery is forbidden by TRICON. We can be accused of bribery when the giving of the Thing of Value can be interpreted as having been given in order to gain a business advantage even if we are confident we would have gotten the business in any event. That said, some business courtesies are allowed and are not bribery. Check out the section below: What We Can Do for further guidance.

4. Facilitation Payments

Facilitation Payments are small payments for non-discretionary, administrative acts performed by a government official. These payments, which are sometimes called “grease payments,” may not influence a decision in your favor or change anyone’s mind, but simply make things run, even if they should be running anyway. For example, a one hundred dollar “handshake” to the customs officer to “help” him/her process your import documents? Not our kind of shake. This is something the officer has to do anyway, regardless of whether you pay anything. TRICON is committed to complying with the laws of all countries where it conducts business and for that reason we prohibit Personnel from making Facilitation Payments.

5. Conflicts of Interest

A Conflict of Interest arises when a TRICON employee’s personal interests interfere, or appear to interfere, with his/her ability to perform his/her job effectively and without bias. Conflicts of interest are a form of commercial Bribery and a type of corruption. TRICON employees, officers, and directors must avoid any action, association, interest, or investment in which a Conflict of Interest might arise. This includes:

- Having an economic interest, directly or indirectly, in a business or organization that deals or competes with TRICON or accepting anything of value from a vendor, contractor, or third party in exchange for granting that party business or a business advantage.
- Participating and influencing any negotiation, bid or contract between TRICON and a personal family member, or any business or organization owned or operated by a family member.
- Taking for yourself, or directing to someone else, an opportunity discovered through TRICON or while using TRICON property or information, without obtaining prior written approval from Management.

Doing business or competing with TRICON will be considered a conflict of interest and grounds for termination. Employees must disclose to their manager all forms of outside employment. Disclosure of Confidential Information is not allowed, is possibly illegal, and is also a formed of Conflict of Interest.

Any present Conflicts of Interest must be disclosed to Legal immediately. In some cases, a waiver may be obtainable.

What We Can Do

Providing and receiving Gifts, Meals, Travel, or Entertainment (“Hospitalities”) can be perfectly appropriate and a normal part of a business relationship. But keep in mind, in some cases, overdoing Hospitalities can also be corrupt or appear to be corrupt. To be sure that you are not violating the law or Tricon policy when you provide or receive Hospitalities, you must ensure the following:

- The Hospitality must be directly related to promoting, demonstrating, or explaining our products or services, or to executing or performing a contract.

- The Hospitality must not be intended to improperly influence the recipient or be viewed as such.
- The Hospitality must be permitted under local law and consistent with generally accepted business practices and ethical standards.
- The cost of the Hospitality must be commercially reasonable and may not exceed what is customary and acceptable given the expense of the country in which the Hospitality is being provided.
- The Hospitality must not be cash or a cash equivalent (including gift certificates and vouchers).
- The Hospitality must not be given to family members.

If the Hospitality involves Government Officials, any expense over \$100.00 must be approved in advance by Legal. If you are ever unsure of whether a Hospitality expense meets these guidelines, it is always better to ask Legal and get the OK. In all cases, you must follow Tricon’s Travel Policy and get prior approval for Hospitality expenses. You will need to fill out a form and provide receipts to the Finance Department which clearly identify the recipient of the Hospitality benefits, the company with which the recipient is affiliated and the reasons for the expense.

Receiving or providing gifts, meals and entertainment	Value	Approval Required
Government Officials	Greater than \$100	Approval from General Counsel
Non-Government Officials	Greater than \$1,000	Approval from Chief Accounting Officer

Safety Payments

Personal safety payments may be permitted in very limited circumstances to avoid physical harm or damage to property. We hope you never encounter this kind of situation, but if you do, be aware that personal safety payments may be allowed if you are:

- Stopped by the police or military personnel who demand payment in exchange for the passage of you or your property
- Threatened with imprisonment for a routine traffic or visa violation unless you make a payment
- Asked to pay for avoid an allegedly required medical treatment or other procedure

Note that economic coercion (*e.g.*, demand of moneys on the part of a government official as a price for gaining entry into a market) would not be permitted. Once the danger has passed, immediately report the payment and documents it completely and accurately.

Other Good Things We Can Do

Political Contributions. can make political contributions in their personal capacity only, without the use of TRICON funds or services and not in TRICON’s name. Tricon prohibits Tricon Personnel from making political contributions using Tricon funds, facilities, or services. Employees If the contribution can be seen as made to obtain or retain TRICON business or an improper advantage for TRICON, or to direct business to a third party, then, unfortunately, no, you can’t give a political contribution.

Charitable Contributions. Tricon Personnel can make or solicit personal charitable contributions, except that the contribution cannot be made to gain a business advantage for TRICON. Charitable means charitable. It’s not a payment to get something back, other than the satisfaction of having helped others in need. If you want to make a charitable contributions on behalf of TRICON, it may be possible (TRICON CARES), but talk to your Manager and get the OK first.

4. ANTI-TRUST

The antitrust laws promote competition and protect consumers from anticompetitive practice, in order to ensure that **consumers benefit** from lower prices, higher quality products and services. In the U.S., Section 1 of the Sherman Act declares that every contract in restraint of trade is illegal. But in a sense, every contract restrains trade to some degree. If A agrees to sell a pencil to B, A is implicitly agreeing not to sell that pencil to C. Thus, the agreement between A and B restrains trade with C. To avoid making every contract illegal, Section 1 is understood to mean that every contract which unreasonably restrains trade is illegal. Most other countries have similar provisions in their competition laws.

IT IS TRICON'S POLICY TO COMPLY WITH U.S. ANTITRUST LAW, AND WITH THE COMPETITION LAW OF EVERY OTHER COUNTRY IN WHICH WE DO BUSINESS.

For many agreements, their pro- and anti-competitive effects must be weighed to determine whether they unreasonably restrain trade. The agreement for A to sell a pencil to B would not be deemed to restrain trade unreasonably.

With certain types of agreements, the anticompetitive effects will almost certainly outweigh any conceivable pro-competitive effect. These types of agreements are per se, unlawful. Entering into this type of agreement automatically violates the Sherman Act, and similar non-U.S. competition laws. No justification will be considered.

Per se unlawful agreements are criminal violations of the Sherman Act. Individuals who enter into such agreements are prosecuted by the U.S. Department of Justice. Upon conviction as the result of a guilty plea or a trial, individuals are routinely sentenced to 2½-3 years in jail. Companies that enter into per se unlawful agreements are subject to multimillion dollar fines. Also, anyone adversely affected by the agreement is entitled to receive three times their damages plus their attorneys' fees. Non-U.S. competition laws also impose heavy penalties on per se unlawful agreements. ***Per se unlawful agreements are extremely costly for the individuals and companies involved.***

Per se unlawful agreements include agreements with competitors:

- concerning the prices they will charge to customers, or pay to suppliers, or other terms or conditions of sale or purchase to or from third parties, including concerning credit terms, discounts, shipping charges, or anything else that affects the price charged or paid;
- to limit output;
- to allocate customers or territories;
- to refrain from supplying a product or service;
- to limit quality competition;
- to exclude competing firms from a market;
- to engage in bid-rigging, by coordinating bids or agreeing to refrain from bidding; and
- to boycott or refuse to deal with certain customers or suppliers.

This is not a complete list. ***Any agreement with a competitor concerning a third party may be per se unlawful.***

Technically, there must be an agreement for there to be a violation. But sometimes an agreement may be inferred. If communications between competitors are followed by identical, similar or parallel behavior toward third parties, an agreement may be inferred.

In addition to these agreements between competitors, some agreements between sellers and buyers that restrict the buyers' rights to use or resell the product may violate U.S. antitrust law or non-U.S. competition law. While no such agreement is per se unlawful in the U.S. some such agreements, particularly those that control or affect the price at which the buyer may resell the product, are per se unlawful in other countries.

IT IS CRITICALLY IMPORTANT TO AVOID EVEN COMING CLOSE TO VIOLATING THE SHERMAN ACT, OR ANY NON-U.S. COMPETITION LAW. THEREFORE, ALL EMPLOYEES OF TRICON SHALL OBSERVE THE FOLLOWING RULES:

- Except as provided below, no one shall enter into an agreement with any competitor without the prior written approval of the General Counsel.
- In conversations or other communications with a competitor, no reference should be made to any third party. Most importantly, there must be no reference to the prices at which we buy from or sell to any third party, or to any terms or conditions ("T&Cs") of such sales. Nor should there be any reference generally to the prices that we are currently charging or paying, or that we expect to charge or pay in the future.
- If any competitor ever proposes an agreement concerning prices, or other T&Cs, to or from any third party, or any other type of per se unlawful agreement, immediately reject the proposal, end the conversation or other communication, and report the proposal to the General Counsel.
- If in a conversation or other communication with a competitor, the competitor refers to their prices or T&Cs to or from any third party, immediately end the conversation or other communication, and report the communication to the Legal Department.
- If you learn of a competitor's prices or other T&Cs from a third party, such as a customer or supplier, you may consider that information in determining our prices or other T&Cs.
- Sometimes, a competitor is our customer or supplier. In those situations, it is permissible to enter into an agreement with the competitor concerning the price, and all the other T&Cs, with respect to transactions between Tricon and the competitor. In negotiating the price and other T&Cs, no reference should be made to the prices or other T&Cs in our transactions with any other party; and the prices and other T&Cs in transactions with competitors must not in any way be linked to our prices and other T&Cs in transactions with other parties.
- Violation of any of these rules by a Tricon employee shall be subject to appropriate sanction, up to and including termination of employment.
- No one shall enter into an agreement with any customer that restricts the customers right to use or resell the product without the prior written approval of the Legal Department.

What Do I Need To Do To Be In Compliance With Anti-Trust Laws?

If you think you are about to engage in an activity similar to the above mentioned, **review in advance with the Legal Department** to eliminate or reduce antitrust risks. **IF IN DOUBT AS TO WHAT IS PERMITTED, CONSULT WITH THE LEGAL DEPARTMENT BEFORE COMMUNICATING WITH A COMPETITOR, OR ENTERING INTO AN AGREEMENT WITH A CUSTOMER.** Also report to the Legal Department any antitrust activity that you suspect or become aware of other companies/competitors, so it can be reviewed if there are actions that we can enforce as part of the applicable regulations.

5. POLICY ON FRAUD

Fraud occurs when a false representation has been made knowingly and/or without belief in its truth. Fraud is also any intentional act committed to secure an unfair or unlawful gain.

Our **TRICON CONTROL AND POLICY** is to not commit fraud and report any evidence of fraud to Management.

For purposes of this policy, fraudulent activities include but are not limited to:

- Forgery or other alteration of documents, either internal documents or third party (i.e. forging signatures, changing letterheads, editing existing documents, pre-dating, back-dating, switched B/Ls)
 - Misrepresentations in expense reports (e.g. claiming personal travel and personal meals)
 - Theft or embezzlement (e.g. Tricon's inventory, IT equipment, etc)
 - Kickbacks or inappropriate commissions (i.e. receiving payments from vendor/suppliers for engaging in a transaction favorable for the supplier)
 - Inappropriate gifts, entertainment or business trips
- **Fraud of any kind will not be tolerated. All employees have a responsibility to be alert to the signs of fraud, to prevent fraud where possible, and to report suspected fraud as described below.**

What Do I Need To Do To Meet the Fraud Policy?

Do not commit or assist others in activities that are or appear to be fraudulent. If you have any questions as to what may be fraudulent ask the Legal Department. Report any fraudulent activity to your Manager or the Legal Department.

6. Money Laundering Policy

Money laundering is the process by which money obtained from illegal activities is used or applied to give the appearance of having originated from a legitimate source.

Our **TRICON POLICY** is not to participate, engage or assist, either directly or indirectly, on any activity that could constitute money laundering as defined in applicable laws and regulations.

It is the duty of each employee of Tricon requesting the process of a payment, to procure the necessary supporting documentation evidencing such payment obligation. Employees requesting that a payment be, shall provide the Finance Department a Tricon's Vendor Form duly executed by the appropriate party as well as the supporting documentation reflecting such changes and follow any procedures provided by the Finance Department.

What Do I Need To Do To Be In Compliance With Money Laundering Laws?

Know your client. To do so analyze transactions by asking:

- Is the size of the transaction consistent with the normal activities of the customer/supplier or type of customer/supplier?
- Is the transaction rational in the context of the customer/supplier business or personal activities?
- Has the pattern of transactions changed?
- For international transactions, does the customer/supplier have an obvious reason for conducting business with the countries involved?
- Is Tricon conducting a transaction with a customer/supplier that has no physical address or that they suggest to use shell banks (a bank incorporated in a jurisdiction in which it has no physical presence and which is unaffiliated with a regulated financial group)?

What Are My Core “Compliance” Obligations As A Tricon Employee/Agent?

1. Screen For Red-Flags Indicators

Tricon employees and agents should be on the lookout for potential red-flags that could affect the legality of their transactions. You should make sure to: screen all the parties to the transaction; screen vessel IMOs and containers; make sure the destination country of your export is not sanctioned and that no export licenses are required to that country; prevent shipments from being diverted (transshipped or re-exported) from its initial destination to a prohibited country; screen the end-user and learn what the end-use of the product will be; and look for any potential anti-boycott requests. If any of these red-flags are present in your transactions, you must report and consult them with the Trade Compliance Manager.

2. Do Not “Self-Blind”

Do not do anything to block the flow of information that comes to Tricon in the normal course of business. For example, do not tell potential customers to refrain from discussing the actual end-use, end-user and ultimate country of destination of product that we sell. Do not put on “blinders” that prevent Tricon from learning relevant information. Avoiding “bad” information will NOT protect Tricon and could make matters much worse.

3. Communicate Any and All Suspicious Activity

Communicate all suspicious activity to the Trade Compliance Manager. What an employee or agent knows about a compliance matter will be considered Tricon knowledge if we are ever investigated. If you detect a potential violation or have a question, you should communicate it. Trade Compliance laws can be complex. It is not your responsibility to know and understand all of them, but it is your responsibility to communicate any suspicious circumstances.

4. Make Sure You Properly File and Keep All Your Records

Tricon’s policy is to maintain all export-related records of each purchase/sale transaction it engages in. Unless otherwise provided for, all records shall be maintained consistent with Tricon’s record retention policy, and shall be retained no less than 5 years from the latest of the following times:

- a. The date of the export;
- b. Any known re-export, transshipment, or diversion of the product;
- c. Termination of the transaction;
- d. In case of records pertaining to boycott requests, the date the employee or agent received the boycott request.

The records to be maintained in connection with each export or re-export include, but are not limited to the following: Purchase orders, sales orders and contracts, invoices, receipts, letters of credit, letter of instructions, bills of lading, shipping certificates, memos and notes, correspondence, etc. All these documents must be electronically filed in the JDE system (including all versions or amendments of each record). Likewise, all e-mails pertaining to any inquiries and other relevant communications with clients should be stored. Do not delete any records. Emails are not entered into the JDE system but may be relevant in the event of an investigation.

Disciplinary Actions For Employees and Agents Who Are Non-Compliant

Tricon employees or agents that do not follow their obligations in this Guide are subject to possible reduction of salary, bonus or commission, termination of employment/agency contracts, and/or prosecution by authorities. Tricon will not pay fines or penalties assessed against employees or agents that are found to be in violation of any Compliance Laws.

Why Being Compliant Is Good for Employees and Agents

By following policies and controls you are helping to keep everyone safe and free from any potential investigations or legal actions. It is a way to protect our reputation as a company as a team in a business where reputation is invaluable. We can all work confident that our company is and will remain strong and playing by the rules. Being compliant does not mean that we allow our competitors to break the rules, but it will mean that we can confidently approach authorities without any worries and demand an even playing field.

Who Can Assist With Compliance Matters?

Tricon's compliance efforts are coordinated by the **General Counsel**, Bryan A. Elwood. His phone number is **1 (281) 941-2066**; You can also send him an e-mail to: elwoodb@triconenergy.com

You can also call Tricon **Performance Manager**, James Prazak, his phone number **1 (713) 496-3690**, and his Mobile number is **1 (979) 230-6785**. You can also send him an e-mail to: prazaki@triconenergy.com

Tricon has an **Ethics and Compliance Helpline** that could also assist you: **1 (800) 295-3671**, or you can send an e-mail to: ethicsandcompliance@triconenergy.com

Exhibit-A
Tricon Internal Boycott Disclosure Form¹

1. Name of reporting employee/agent:

2. Date boycott language was received: _____

3. Country of the party making the request²: _____

4. Type of document³ containing request (check applicable)

- Letter of Credit
- Purchase Order/Contract/Shipping Instruction
- Bill of Lading
- Shipping Certificate
- Other written request
- Oral request

5. Action proposed to be taken in response to request:⁴

- Comply
- Not comply
- Other

6. Transactional information: Brief description of the product(s) involved in the transaction to which boycott request pertains.

Product Quantity: _____

Product Value in U.S. \$: _____

¹ Complete and send this form immediately after receipt of boycott language. Use a separate form for each request received.

² If a party in a different country has directed that the request be made, indicate both the directing and requesting countries.

³ Attach two copies of the document page containing request. If the request cannot be fully understood without additional pages or materials, include these as well. Provide translations of relevant materials that are not in English.

⁴ Do not comply with any boycott request in any manner unless approved by the Compliance Manager.