

## Standard Representations and Warranties

Any vendor or other business associate which enters into a contractual relationship with IBT Group, LLC or any of its affiliates (collectively, "IBT") shall be deemed to make the following representations and warranties to IBT effective as of the date that such contractual relationship (for purposes of this document, each such contractual relationship is referred to as an "Agreement") is entered into and as of the date of each invoice or other request for payment or compensation under the terms of such Agreement:

**1. Organization and Standing of Associate.** Associate is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction which it has disclosed in writing to IBT. Associate has been duly authorized to carry on business as now being conducted and has all requisite corporate power and authority to loan, lease and operate its properties and to carry on its business as now being conducted. Associate is duly qualified to do business in all jurisdictions which it is required so to do. Associate is in compliance in all material respects with all laws, regulations and requirements applicable to its business, unless the failure so to comply does not have a material adverse effect on the business of Associate, the Agreement or on its relationship with IBT.

**2. Authority of Associate.** Associate has full corporate power and authority to enter into the Agreement and to carry out the transactions contemplated thereby. The execution and delivery of the Agreement by Associate and the consummation by Associate of the transactions contemplated thereby have been (or will be when the Agreement is executed) duly and validly authorized by all necessary corporate action on the part of Associate and does not or will not require any further corporate approval, including any approval by Associate's stockholders or partners. Such Agreements constitutes a valid and binding obligation of Associate, enforceable in accordance with their terms. All references to "corporate action" or "corporate approval" shall be deemed to be a reference to all requisite action necessary or appropriate to authorize Associate to enter into and consummate the transactions contemplated by the Agreement as required by the legislation and constitutive documentation governing Associate.

**3. No Violation or Conflict.** Neither the execution or the delivery of the Agreement, nor the consummation by Associate of the transactions contemplated hereby (subject to obtaining all necessary approvals, authorizations and clearances of governmental and regulatory bodies and officials required by the consummation of the contemplated transactions) do or will, with or without the passage of time or giving of notice or both, (i) conflict with or result in a breach of or constitute a default, cause the acceleration of performance, require any consent, or result in the creation of any lien, charge or encumbrance upon any property or asset of Associate pursuant to the terms, conditions or provisions of any note, bond, mortgage, or indenture or any other material agreement, instrument or obligation (including, without limitation, its constitutive documentation) to which Associate is a party or by which it or any of its properties or assets may be bound, or (ii) violate in any respect any order, writ, injunction, decree, statute, rule or regulation applicable to Associate or any of its properties or assets.

**4. Consent of Governmental Authorities.** Other than as disclosed in writing to IBT, no consent, approval or authorization of, or registration, qualification or filing with any governmental or regulatory authority is required to be made by Associate in connection with the execution, delivery or performance by Associate of the Agreement or the consummation by Associate of the transactions contemplated thereby.

**5. Information Furnished to IBT.** All information, documents and schedules previously provided to IBT or its agents or client, regardless whether listed in the Agreement or otherwise are and will be true, correct, complete and current in all material respects without omission of any material fact which is required to make such information in schedules not false or misleading. Further, at the time that the Agreement is executed, there is no fact within the knowledge of Associate which does or will materially and adversely affect the condition (financial or otherwise) of Associate which has not been disclosed to IBT in writing, including knowledge of (i) any change contemplated in any governmental requirement or (ii) any judicial or administrative action. No representation or warranty of the Associate contained in the Agreement, and no statement, notice, certificate or other document furnished by or on behalf of the Associate to IBT or its agents or to any third party pursuant in connection with the transactions contemplated by the Agreement, contains or will contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

**6. Code of Conduct.** Affiliate has read the IBT Code of Conduct for Vendors and Other Business Associates as set forth in [http://www.ibtgroup.com/sites/default/files/uploaded/document/707/vendor-code-conduct\\_download.pdf](http://www.ibtgroup.com/sites/default/files/uploaded/document/707/vendor-code-conduct_download.pdf) and agrees to abide by its terms and conditions and warrants full compliance with such code by its employees, agents and sub-contractors

**7. No Improper Payment.** Without limiting the generality of paragraph 6 above, Associate warrants and represents to IBT that neither it nor any of its officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with the Agreement, and any other agreement duty, right, or responsibility which arises out of the Agreement or, any sale made or to be made hereunder, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of the IBT: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing any improper advantage.

**8. AML Compliance.** The undersigned Associate, attests that he/she is NOT involved or has incurred in any of the conditions and situations described in the following points:

- (1) A Specially Designated National or Blocked Person (as defined below);
- (2) Owned or controlled by, or acting for or on behalf of, directly or indirectly, a Specially Designated National or Blocked Person;
- (3) Directly or indirectly owned or controlled by the government of any country (or an agency or instrumentality of the government of any country) that is itself subject to an embargo or economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("Embargoed/Sanctioned Country");
- (4) Acting on behalf of a government (or its agencies or instrumentalities) of any Embargoed/Sanctioned Country;
- (5) Directly or indirectly involved in business arrangements or otherwise engaged in transactions with a Specially Designated National or Blocked Person or an Embargoed/Sanctioned Country (unless such arrangements or transactions are permitted by a current and valid license issued by the U.S. Department of Treasury's Office of Foreign Assets Control); or
- (6) Directly or indirectly sourcing any products or services used in the supply of products or services to TCCC from a Specially Designated National or Blocked Person or an Embargoed/Sanctioned Country.
- (7) The European List Implementing Article (2) (3) of Regulation (EC) No. 2589/2001 on Specific Restrictive Measures Directed Against Certain Persons and Entities with a view to Combating Terrorism.

Associate agrees that it will immediately provide written notice to IBT upon the occurrence of any event that would result in a breach of the foregoing representations and warranties. Notwithstanding anything to the contrary in the existing Agreement between IBT and Associate, no transfer (including the sale, lease, assignment or transfer in any way of any direct or indirect interest in the Agreement or direct or indirect interest in Associate) shall be made to a Specially Designated National or Blocked Person; to an entity in which a Specially Designated National or Blocked Person has an interest; or to an Embargoed/Sanctioned Country. For purposes of this paragraph, "Specially Designated National or Blocked Person" means a person or entity (i) designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or of a similar status; (ii) described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or (iii) otherwise identified by the U.S. government as a person with whom U.S. persons are prohibited from transacting business. As of the date TCCC posted this policy on its Web site, a list of such designations and the text of the Executive Order are published and routinely updated under the Internet Web site address <http://www.treas.gov/offices/enforcement/ofac/sdn/index.shtml>. For purposes of this Trade Sanctions policy, the term "Associate" is deemed to include, in addition to the corporate entity that is a party to the Agreement with IBT, the Associate's directors, officers, Affiliates, subsidiaries, shareholders, beneficial owners in the case of non-publicly traded shareholders, and the funding sources for any of the foregoing.