

Commitment of Aero Partners LLC ("Aero")

Aero takes a ZERO tolerance approach to bribery and other forms of corruption, and is committed to acting professionally, fairly, with integrity and in compliance with all applicable anti-bribery and corruption laws wherever it operates.

Your Responsibilities

Aero expects and requires its suppliers, contractors, integrators, resellers, channel partners, consultants, professional advisors, joint venture partners, custom brokers, freight forwarders, sales agents, and any other parties with whom Aero does business ("Business Partners" or "you") to act professionally and ethically at all times in carrying out their services and contractual obligations to Aero or on Aero's behalf to an Aero customer or any other third party. As a Business Partner, you represent and agree to the following:

1. Compliance with laws. You will comply with all applicable anti-bribery and corruption laws, including, but not limited to, the Foreign Corrupt Practices Act ("Laws") and will not take any action or permit the taking of any action that may render Aero liable for a violation of Laws.
2. Improper Payments. You will not promise, offer, give, authorize, request, agree to receive or receive "anything of value" (defined below), directly or indirectly, to or from anyone (including any Public Official or an employee of a commercial enterprise), to improperly influence the behavior of such person for the purpose of assisting Aero in obtaining or retaining business or securing an improper advantage (e.g., obtaining a contract getting taxes reduced, laws changed, imports cleared, telephone/electricity connected, or permits obtained to conduct business).
3. Facilitation Payments. You will not make facilitation payments on behalf of Aero to secure or expedite any routine government actions by Public Officials.
4. Meals, Entertainment and Gifts to/from Public Officials. You will not promise, offer, give, authorize, request, agree to receive or receive anything of value to or from any Public Officials anywhere in the world on behalf of Aero. Anything of value given to a third-party (e.g., family member, significant other, friend, charity, political party) designated by a Public Official with whom Aero has a potential or existing business relationship, is considered given directly to the Public Official.
5. Meals, Entertainment and Gifts to Persons who are not Public Officials. During the course of performing services on behalf of Aero, you may promise, offer, give, authorize, agree to receive or receive, anything of value to or from a person who is **not** a Public Official **only** if:
 - a. It is not in the form of cash or cash equivalent (e.g., gift cards, stock, etc.);
 - b. It is not requested by the recipient or by a third-party on behalf of a recipient;
 - c. It complies with local law;
 - d. It complies with the rules and policies on gifts and hospitality of a recipient's organization;
 - e. It is pre-authorized by Aero in writing; and
 - f. It complies with the other provisions of this Policy.

6. Books & Records. You will keep and maintain books, records and accounts that accurately and fairly reflect the disposition of Aero's assets and all transactions that you conduct on behalf of Aero.
7. Affiliation with Public Officials. If you are a Public Official, or if an officer, director, employee or agent of your business is a Public Official, you are required to immediately disclose this affiliation to Aero in writing prior to engaging in business with Aero.
8. Conflicts of Interest. If your family member, or the family member of one of your owners, officers, directors, employees or agents, are related to a current Aero employee or an agent acting on Aero's behalf, you are required to immediately disclose this relationship to Aero in writing prior to engaging in business with Aero. For purposes of this paragraph, a family member includes a parent, spouse, sibling, son, daughter, mother-in-law or father-in-law, or brother/sister-in-law.
9. Concerns. You agree to immediately report to Aero any concerns you may have regarding any unethical or illegal business practice by any Aero employee or Business Partner by emailing compliance@aero-partners.com

Definitions

"Anything of value" covers just about any form of benefit, which includes, but is not limited to, money, gifts, hospitality, meals and entertainment, tickets to events, promotional expenditure, expenses, services or personal favors, loans, employment offers or promises of future employment, or political or charitable contributions.

"Public Official" is a broad term which includes:

1. An employee, officer, official of, or consultant to:
 - a. A government at national, state, regional, provincial or local level;
 - b. A government agency, public authority or other public body;
 - c. A state-owned or state-controlled enterprise;
 - d. Groups with special status such as Native American tribes or nations in the US; or
 - e. An international public organization (e.g, the United Nations or the European Union), and their agencies and other related bodies; or
2. A politician at any level of government, whether they hold political office or not, political candidates, political parties and anyone working for them; or
3. Members of royal or other ruling families.

Termination

Failure to follow this Policy can result in termination of your business relationship with Aero.