

NOA GmbH for itself and its subsidiaries and affiliates (referred to below individually and collectively as "NOA") requires that all of the following types of entities (individually referred to below as "Company") doing business with NOA Systems comply with the requirements of this Anti-Corruption Compliance Declaration

- consultants performing marketing or business development services for NOA;
- sales representatives, retailers, distributors, dealers, original equipment manufacturers, integrators and resellers that promote, market, facilitate the sale of or take title to for resale of NOA products and/or services;
- all third parties that interact with any government agencies on NOA' behalf
- all travel agents, dealers, brokers, integrators and purchasing agents. Upon receipt of a request, at any time, from NOA Systems, Company will certify its compliance with the terms of this Declaration.

For purposes of this Declaration,

"Government Official" means any officer or employee of the Government, or any person, organization or entity acting in an official capacity for or on behalf of the Government, or any political party, party official or candidate for political office, or any director, officer or employee of any Public International Organization.

"Government" means any state or national government department, ministry, agency, instrumentality, military organization, government owned or controlled company, political party or a former/current elected or appointed official, Public International Organization (as that term is defined in the FCPA). By entering into a business relationship with NOA, you, as a Company, are representing and certifying that Company, its owners, directors, officers and employees:

- A. are familiar with and agree to comply with the U.S. Foreign Corrupt Practices Act ("FCPA"), and the national and local anti-corruption laws of other countries applicable to the Company, including laws enacted to comply with the UN Convention Against Corruption and the OECD Convention (collectively "Anticorruption Laws")
- B. have not and will not, directly or indirectly, pay, offer, promise or authorize the giving of any money or anything of value to any Government Official, partner or employee, any political party, holder of public office, candidate for public office, any employee or official of a commercial or nonprofit entity in which a government body has any ownership interest or the ability to control ("Instrumentality"), or any official, partner or employee of a public international organization (collectively "Officials" and each singly an "Official") either:
 - i. for the purpose of influencing any act or decision of such Official in his, her or its official capacity or inducing such Official to do or omit to do any act in violation of the lawful duty of such Official; or
 - ii. for the purpose of inducing such Official to use his, her or its influence with a foreign government or any organization or Instrumentality thereof; to affect or influence any act or decision of a government organization or Instrumentality; in order to assist Company in obtaining, retaining business or directing business or securing any improper business advantage.
- C. have kept and will keep complete and accurate records of all transactions and expenses related to its business in NOA Systems products and services. Such records state in reasonable detail the purpose of each expense and the receipt and distribution of assets;
- D. conducts appropriate due diligence on parties to which it pays commissions, referral, marketing or other fees related to its NOA business, and that it has no reason to believe that any of its agents, resellers, representatives, consultants or any other persons retained or paid by the Company in connection with any NOA business have violated the Anticorruption Laws;
- E. have implemented a program to provide appropriate training on Anticorruption Compliance to its owners, directors, officers, employees and to inform its agents, resellers, representatives, consultants and any other persons engaged in its business related to NOA Systems; and
- F. that, upon request from NOA Systems, provide all information required by NOA Systems in connection with its diligence and review of your Company's compliance with this Anti-Corruption Compliance Declaration, or otherwise as required by NOA Systems to ensure compliance with Anticorruption Laws.