



AGP GROUP COMPLIANCE POLICY

According to the Ethics and Conduct Code of AGP Group

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Contents

What is Compliance?	4
Purpose of the Compliance Policy of AGP Group	4
In the Words of the CEO	4
Anti-bribery and Anti-corruption Policy	5
Objective	5
Scope.....	5
Applicability.....	5
Local law.....	5
Definitions.....	5
Bribery.....	6
Personal Advantage to Employees	6
Gifts from Third Parties and Others.....	6
Gifts to Third Parties and Others	7
Extortion and Corruption	7
Donations to Political Parties, Political Organizations, Interest Groups and/or Government Entities	7
Donations to Nonprofit Institutions and/or Social Institutions	8
Integrity Relation with Third Parties.....	8
With Government Entities	8
With Clients	8
With Suppliers	8
With Competitors	8
With Sponsors	9
Facilitating Payments.....	9
New Business or Joint Venture.....	9
Books and Registers/ Internal Controls	9
Implementation.....	9
Policy Violation.....	9
Sanctions and Export/Import Control Policy	11
Objective	11
Scope.....	11
Applicability.....	11
Definitions.....	11
Restricted Countries	12

Know Your Business Partner	12
Registration	12
Red Flag	12
End User Certificate	12
Policy Violations	13
Confidentiality Policy	14
Objective	14
Scope.....	14
Policy Elements	14
What Employees Should Not Do	14
What Employees Should Do	14
Policy Violations	15
Duration of Confidentiality	15
Questions	15
Annex I – Simple Identification Form	16
Anexo II – Complete Identification Form.....	17
Anexo II – Embargoed Countries	19

What is Compliance?

Compliance means to comply/adjust and, consequently, deal with non-conformities based on respect to standards, rules and laws. Its goal is to guide and discipline employees' behavior and other people connected to the company, like suppliers and customers. They must follow legal norms, business policies and guidelines, social rules and AGP's ethical code to avoid, detect and address any deviation or nonconformity that may occur.

Purpose of the AGP Group Compliance Policy

Prevention and reparation are two key components for risk management and business reputation. Prevention strategies reduce chances of non-compliance events and reparation strategies minimize their impact.

Damage to the company's reputation doesn't always just happen due to external events or misfortunes, as they may be a direct consequence of daily management.

Six values are more experienced in business conducts for decision-making and interpersonal relationships at AGP. They are: humility, innovation, speed, commitment, passion and transparency. From now on, the Compliance Policy of AGP Group will be added to these values and behaviors. It is an instrument to prevent and protect intangible assets of AGP Group, based on respect to legal norms, social conduct and business guidelines in order to avoid bribery and corruption, respect export policies and protect confidential information.

This policy is addressed to all employees of AGP Group, regardless their position or function in the company, and also to customers and suppliers to standardize behavior and relations, because managing relationships at AGP Group is as important as its products and brand all over the world.

In the words of the CEO

The success of longevity has always been based in techniques to preserve viability and profitability of a business, but this doesn't happen if compliance policies are not respected. This happens because compliance ensures that the company is compelling with its best legal and social practices. This is a way to achieve our goals ethically and transparently, trying to investigate, avoid and solve any deviation, risk or nonconformity. Therefore, I invite everyone directly or indirectly related to AGP to get to know our compliance policy and, based on it, we look forward to strengthening effectiveness, productivity and confidence at AGP Group based on the ethics, legality and protection of confidential information that are intangible assets to our organization.

Many thanks!

Arturo Mannheim
CEO of AGP Group

1. ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1.1 Objective

AGP wants to maintain a high level of professional and ethical conduct rules in all countries where they operate. This anti-bribery and anti-corruption policy (hereinafter referred as "Policy") describes the methodology to achieve this purpose and also specifies obligations to ensure that the company's activities comply with all anti-bribery and anti-corruption laws and regulations.

1.2 Scope

This policy applies to:

- (i) All shareholders, managers and employees of AGP;
- (ii) Customers and Suppliers of AGP; e
- (iii) Third parties (including dispatchers, attorneys, service providers, sales agents and vendors) that may interact directly and on behalf of AGP with governmental entities or other third parties.

These members are called "Parties" in this policy.

1.3 Applicability

This Policy aims an effective prevention of bribery and corruption acts at AGP Group.

From the date of this document, all customers, suppliers or third parties that start a relationship with AGP must be previously evaluated to verify if they have any type of restriction or non-compliance cases regarding ethical and legal practices in their performance. This analysis will start with filling a form (Annex I) signed by a legal representative of the party involved.

1.4 Local Law

This Policy contemplates the standard orientation of AGP related to this subject. However, in some countries, more restrictive rules, rigorous laws and regulations on market practices will supersede this policy.

1.5 Definitions

Bribery: It means to offer, accept or promise (or authorize to offer, accept or promise) a direct or indirect benefit with the intent to influence or reward a conduct and/or to obtain or preserve a personal or commercial advantage contrary to this Policy.

Corruption: Corruption means using the power entrusted to you to gain an inappropriate advantage from someone else.

Public Administration/Public Agent: This term includes:

- Any administrative agent elected or appointed, government or state department employees, a government agency or a mixed-capital company;
- Any administrative agent elected or nominated or an employee of an international public organization as the United Nations;

- Any person working as a public server and on behalf of a government, a government department or an international public organization;
- Politicians and candidates for a political position.

Political Contributions: They are monetary contributions or not to support political parties, candidates or political initiatives.

Facilitation Payments: These are payments made to the public administration to speed up the process requested. These payments are intended to influence the time taken by administrative agents (e.g. payments for issuing visas or dispatching of goods quickly), but do not influence in the result.

Gifts: They are benefits of any nature given to someone as a sign of appreciation or friendship, without the expectation of receiving something in return. "Courtesy gifts" are given on culturally recognized occasions (e.g. weddings, funerals) or special times of the year (e.g. Christmas, New Year). Accommodation usually includes drinks, meals and rooms. Entertainment usually includes attending to theatre, concerts and sport events.

Third parties: A third party is a natural or legal person that AGP has a relationship and is not included in the concept of employee, supplier or customer.

Extortion: To obtain money illegally or to practice illegal activities usually being presented as an Organized Crime.

Joint Venture: Joint venture is a type of agreement between AGP and one or more third parties to obtain and operate an isolated company with the purpose of obtaining benefits for all parties involved.

Books/Registers: They are bills, invoices, correspondence, papers, digital files, tapes, memos and any other information document or transcription of any kind.

ECC: Ethics and Conduct Committee.

CC: Compliance Committee.

1.6 Bribery

The Parties cannot bribe or use intermediaries as agents, consultants, advisers, distributors or any other business partner to commit bribery.

AGP does not differentiate administrative agents from private persons related to bribery. Therefore, this practice will not be tolerated, independent of the related party.

1.7 Personal Advantage to Employees

Employees should not obtain any profit and/or advantage from functions they perform inside the organization, except their wages or compensation established.

1.8 Gifts from third parties and others

No employees of AGP Group or their family members and/or persons they have personal relationships are allowed to accept benefits as gifts, leisure activities, travels, recreational accommodations, specialized training, to use vehicles not authorized by AGP Group, bank loans that are not included in agreements signed by AGP and any other type of gift that has more value than a simple courtesy, such as a lunch, a calendar offered by customers, suppliers, competitors, business partners, companies that AGP may have a business relationship or marketing items. None of these items may exceed US\$ 100.00 (one hundred dollars). If you

receive a forbidden courtesy on terms described above, you should contact the ECC for their advice. The Committee will analyze the intentions of this courtesy.

Other privileges, as discounts offered to AGP employees, can only be accepted if they are available to all employees and are subject of approval by the ECC.

The Human Resources Department and the Sales Department may request support from suppliers to purchase gifts for cultural events of AGP with the approval of the ECC without compromising a normal and transparent relationship.

1.9 Gifts to third parties and others

AGP employees should avoid offering any payment or gift to customers, suppliers or business partners and can only offer marketing items, entertainment with no economic value and other benefits paid by AGP to customers, suppliers, business partners that should be in the parameters described hereunder:

- Be clearly and exclusively associated with business planning, finalization or implementation;
- Following a general business practice, value should respect the budget and be approved by the Area and Plan General Manager;
- Don't violate a national law, regulation or ethical principle;
- Have a maximum value of U\$ 100,00 (one hundred dollars).

You shouldn't offer entertainment to any participant in business meetings or events, unless this entertainment is part of a schedule previously approved by the Executive Board. You shouldn't pay for any type of short or long trip. If you have doubts regarding offering gifts, please contact the CC.

1.10 Extortion/Blackmail and Corruption

It is forbidden by this Policy to request, accept or offer any form of bribery, blackmail or illegal/unethical profit that benefits employees, other representatives of AGP Group, partners, government representatives and/or official entities.

Parties working for AGP must abstain from acts that violate free competition as discredit, dishonesty, customer confusion, illegal copies, unfair exclusivity agreements and illegal acquisition of confidential information, among others. They also can't provide or "leak" information that allows competition to obtain business advantages or are personal interest of family and friends.

1.11 Donations to Political Parties, Political Organizations, Interest Groups and/or Government Entities

AGP Group does not offer money or contributions to any party or political organization and interest groups. They also not compensate or refund employees who make donations or other contributions to political entities of any nature. No employee should make contributions on behalf of AGP to these organizations or with company's money.

1.12 Donations to Nonprofit Institutions and/or Social Institutions

All donations must be mediated by the ECC and should not offer tangible benefits to AGP. Therefore, it will be verified if the institution works with social objectives not connected to political parties and/or similar groups. In return, the beneficiary must offer equivalent certificates or documents to support the donation and to be submitted to competent authorities, when it is applicable, to request for tax exemption.

Donation requests should be handled with particular care, specially the ones that may have impact on AGP sales or generate personal benefits if the request is accepted. For example, donations should not be granted to obtain marketing authorization or any other kind of approval to directly increase sales of AGP products.

1.13 Integrity relation with Third Parties

In the AGP relationship with third parties, requirements hereunder must be observed:

- Existence of a legitimate necessity of products or services provided by them;
- Services and products must have a reasonable market price and be approved after three verification quotes;
- The third party should follow policy standards and the due diligence process if it is performed;
- Existence of a contract or another similar written document (e.g.: purchase order).

1.13.1 With Government Entities

AGP disapproves offering or promising benefits as an initiative of employees or third parties to obtain or speed up favorable decisions of agents or public entities.

1.13.2 With Clients

Before establishing a business relationship with a client, AGP will request the formalization of Annex I, in addition to commercial procedures and, if necessary, a Due Diligence must be performed according to profile analysis.

1.13.3 With Suppliers

The sales area must ensure that suppliers comply with all requirements established by the laws of the country in which the business takes place and fill form Annex I.

1.13.4 With Competitors

Any negotiation with competitors must have the approval of the CC. During any type of contact with a competitor, employees should not discuss AGP internal businesses, as list of prices and sales conditions, market overview, organizational processes or other confidential information that would allow competitors to take advantage from AGP or could demonstrate an attempt to tabulate prices.

1.13.5 With Sponsors

AGP will allow sponsorships, unless it is previously approved by the CC and the General Plant Director.

1.14. Facilitating Payments

Facilitating payments are expressly forbidden.

1.15. New Business or Joint Venture

Before closing a deal in a new business or a Joint Venture, a due diligence must be performed. Please contact the Legal Department for more information about how to perform Due Diligence.

1.16. Books and Registers/Internal Controls

AGP shall support and maintain books and records that accurately document and reasonably detail the origin and utilization of AGP revenues and assets.

Non-registered, false or misleading accounts in AGP books and manipulation of results are strictly prohibited. All financial transactions must be documented, regularly reviewed and properly accounted in books and records of the respective AGP unit.

All relevant financial controls and approval procedures must be followed. Keeping and archiving AGP records must follow standards imposed and other applicable laws and regulations.

1.17. Implementation

1.17.1 Training

Parties must be familiar with these Policies. They should be trained or be aware of this policy according to the Compliance Committee's schedule. AGP local units may determinate additional training requirements.

1.17.2 Responsibilities and Implementation

It is managers' responsibility to implement this Policy. Initially, through behavior examples. But they also should structure dissemination, experience, incentives and conduct performance assessments addressing this issue.

1.18. Policy Violation

1.18.1 Potential Deviation Report of Conduct/Non-Retaliation

If the Parties are aware of a potential violation of applicable laws or this Policy, they should report their suspicion immediately to the CC or ECC (compliance@agpglass.com or cecagp@agpglass.com).

A Party who, in good faith, reports a potential misconduct, provides information or helps in other ways in any hearing or investigation of potential misconduct, shall be protected from retaliation of any kind.

1.18.2 Consequences

Violations of this Policy will not be tolerated and may lead to disciplinary and corrective actions and/or termination of employment/service contract or business relationship, without affecting applicable legal measures in all spheres.

1.18.3 Exceptions

There will be no exception to the noncompliance of the herein mentioned and each specific case should be analyzed by the CC.

2. SANCTIONS AND EXPORT/IMPORT CONTROL POLICY

2.1. Objective

The purpose of this Sanctions and Export/Import Control Policy (hereinafter denominated "Policy") is to ensure that all international AGP negotiations are conducted fairly and respecting international trade restrictions, export controls and anti-boycott regulations that are applicable by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of Commerce's Bureau of Industry Security, the European Union and the United Nations (UN), among others.

This Policy establishes minimum standards of control for compliance with international restrictions.

2.2. Scope

This policy applies to:

- (i) All shareholders, managers and employees of AGP;
- (ii) Customers and Suppliers of AGP; and
- (iii) Third parties (including dispatchers, attorneys, service providers, sales agents and vendors) that may interact directly and on behalf of AGP with governmental entities or other third parties.

These members are called "Parties" within this policy.

2.3. Applicability

This Policy aims to control efficiently and be able to restrict negotiation with individuals and/or international entities.

From the date of this document, all customers, suppliers or third parties with whom AGP begins an international relationship must be previously validated by the CC.

2.4. Definitions

Sanctions: They are equivalent to measures taken by international organizations (e.g. United Nations or European Union) or countries (e.g. United States) that restrict or prohibit trade with determinate:

- a. **Countries or Regions:** Sanctions to countries or regions prevent AGP Group from doing business in certain areas. The movement of certain products to these countries may also be restricted.
- b. **Organizations and Individuals:** Sanctions apply to international negotiations, organizations and/or individuals.
- c. **Products:** Sanctions may restrict export/import of certain products, including technology and software.

2.5. Restricted Countries

Following restrictions and prohibitions of foreign trade regulations in international negotiations in exporting or importing products or services, a specific verification will be made to restricted countries (Annex III).

2.6. Know Your Business Partner

"Know Your Business Partner" is an expression that describes a basic pattern of Due Diligence that must be fulfilled while conducting international business.

Applying this process involves a minimum of three steps process defined hereunder:

2.6.1 Registration

In order to create a new business relationship, the other party must provide at least the following information in Annex I as it is described below:

- Name (legal entity and representative);
- Address and phone number;
- Tax identification number;
- Registration Certificate, including registration number of the company;
- Main business activity; and
- Bank details for payment, when applicable

2.6.2 Red Flag

The following situations alert to special attention to the registration process and should be reported to the CC if:

- The negotiation partner is a complete stranger to you or the industry;
- Information about him is hard to be found,
- Potential capacities and utilization of the product sold do not match buyer's line of business;
- The negotiation partner will pay in cash for expensive items;
- The delivery destination is not related to the negotiating partner or purchasing agent;
- The negotiation partner has a few or no business experience;
- He is not familiar with product performance or features, but still wishes to formalize the purchase;
- A cargo management company is listed as the final destination of the product.

2.6.3 End User Certificate

The business partner that establishes a new relationship with AGP will sign a statement with the Due Diligence form in Annex I ensuring that the company will not sell, supply, transfer or donate any AGP product to any person located in a restricted/forbidden country or that may be contrary to this Policy, under penalty of termination of the employment contract and/or business relationship, without prejudicing applicable legal actions.

2.7. Policy Violations

Consequences

Failure to comply with requirements and restrictions of regulatory programs described in this Policy may expose AGP and those involved to severe consequences, including: (i) civil and criminal fines; (ii) imprisonment of individuals; and (iii) restrictions on the company's ability to perform again international businesses.

Exceptions

The CC is responsible for the implementation and analysis of exceptions related to this policy and for reviewing international partners researched, to ensure that the product and/or service delivered follows standards established herein.

3. CONFIDENTIALITY POLICY

3.1 Objective

AGP confidentiality policy is intended to guide employees about how they should treat confidential information, as a sender or a receiver. AGP Group expects everyone to work with confidential information in a sensitive and professional manner. Employees have an obligation not to obtain or attempt to gain access to information that they don't have proper authorization. However, AGP recognizes the importance of a culture of open communication and accountability. In this way, AGP wants to preserve personal and organizational security.

3.2 Scope

This Policy is directed to all parties who have access to confidential information of AGP Group including, but not limited to, direct and indirect employees, service providers, customers, suppliers and business partners.

3.3 Policy Elements

Confidential Information means any information related to Company's business and finances, including, but not limited to, technical procedures and intellectual property rights, Company's clients and suppliers lists with details of potential customers; negotiations, transactions and businesses; products and services; contact details of customers and suppliers; information about individuals and employees; financial projections, goals and accounts; price policies and price statistics; business activities, product development, future plans and any other information indicated by AGP to be considered confidential information.

3.4 What Employees Should Not Do:

- Use confidential information to obtain personal advantage;
- Disclose confidential information to anyone outside AGP without proper authorization;
- Send documents and files using unsafe applications.

3.5 What Employees Should Do:

- Lock and secure all confidential information at all times;
- Ensure that confidential information is only sent through secure devices;
- Disclose information only when it is necessary and authorized;
- Keep confidential documents inside company's premises, unless absolutely necessary to move them with specific authorization;
- Return confidential files and delete them from their personal devices, when they no longer work for AGP;
- Sign non-competition and/or non-disclosure agreements;
- Request authorization from higher management to have access to certain confidential information;

- Mark confidential information and all emails using the following sentences:

“The information in this document is for exclusive use of authorized personnel by AGP and contains information classified as AGP confidential property. To use, review, copy, distribute, transmit, retransmit, etc. by any type of media to different people is not authorized and forbidden. Everyone that misuses this information may lead to criminal actions and liability for civil actions.

*If you are not the intended recipient of this email, please inform the sender immediately.”
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- When sending emails, always use the authorized signature provided by the Marketing Department and in the subject, if appropriate, write [Confidential] when sending confidential information.

3.6 Policy Violations

Consequences

Employees that not respect our confidentiality policy will face legal actions that may include civil or criminal proceedings, labor disciplinary action and termination of contracts by AGP decision.

The company will investigate all violations and may also punish any unintentional violation, depending on their frequency and seriousness.

Exceptions

Confidential information may occasionally be disclosed for legitimate reasons. For example:

- If a regulatory agent requests an investigation or audit.
- If AGP verifies an enterprise or partnership that requires disclosure of some information (within legal limits).

In such cases, Employees involved must request formal permission to managers and document their disclosure procedure.

3.7 Duration of Confidentiality

The employee is committed to this confidentiality policy even after termination of employment contract or termination of business relationship.

3.8 Questions

If you have any questions, please contact the CC or local legal department.

ANNEX I

SIMPLE IDENTIFICATION FORM

This form is the first step for the supplier, customer or third-party registration process in the AGP system. In this way, please fill it in and present it to the recipient of your contact in AGP.

Classification: Supplier Customer Other

GENERAL INFORMATION

Company Name and Trading Name: _____

Headquarters: _____

Number of Registration: _____

Economic activity: _____

Bank details: _____

Address: _____

City: _____ Country: _____ Post Code: _____

Contact: _____ Email: _____

Phone number: _____

Legal responsible: _____

SUBSIDIARIES

If there is any subsidiaries, please inform name, address and number of registration:

Establishing a commercial or business relationship with all AGP Group companies depends on reading and accepting the Compliance Policy of AGP. By confirming this statement, you guarantee that you have read, understood and agreed with this Policy and allow AGP to conduct searches and queries with your name and company to verify that data complies with the compliance policy of AGP. Through this form, you consent the collection and processing of personal data related to the company mentioned herein and state that you have authority to grant such authorizations.

I confirm the statement above.

By confirming this statement, you warrant that by contacting or purchasing products of all AGP Group companies. You will not sell, deliver, transfer or donate it to any person located in a country restricted, forbidden or that may be contrary to the Compliance Policy of AGP Group, under penalty of termination of the employment contract and/or business relationship, without prejudicing applicable legal actions.

I confirm the statement above.

The information given in this form is true under penalty of law.

Local and Date

Signature of Legal Representative
Name:

Please provide a document that contains the name, address, legal representative and number of registration of your company.

ANNEX II

COMPLETE IDENTIFICATION FORM

This form is the first step for the supplier, customer or third-party registration process in the AGP system. In this way, please fill it in and present it to the recipient of your contact in AGP.

Classification: Supplier Customer Other

GENERAL INFORMATION

Company Name and Trading Name: _____

Headquarters: _____

Number of Registration: _____

Economic activity: _____

Bank _____ details: _____

Address: _____

City: _____ Country: _____ Post Code: _____

Contact: _____ Email: _____

Phone number: _____

Legal responsible: _____

SUBSIDIARIES

If there is any subsidiaries, please inform name, address and national registration number:

PARTNERS

1) Name: _____ Nationality: _____

Number of Registration: _____ Partner > 25%: YES NO

2) Name: _____ Nationality: _____

Number of Registration: _____ Partner > 25%: YES NO

3) Name: _____ Nationality: _____

Number of Registration: _____ Partner > 25%: YES NO

Others: _____

LEGAL REPRESENTATIVES

1) Name: _____ National ID Number: _____

_____ Nationality: _____

_____ Considered PEP (Person Politically Exposed): YES NO

2) Name: _____ National ID Number: _____

_____ Nationality: _____

_____ Considered PEP (Person Politically Exposed): YES NO

3) Name: _____ National ID Number: _____

_____ Nationality: _____

_____ Considered PEP (Person Politically Exposed): YES NO

4) Name: _____ National ID Number: _____

_____ Nationality: _____

_____ Considered PEP (Person Politically Exposed): YES NO

COMPLIANCE POLICY OF AGP GROUP



The Company or their representatives have any interaction with governmental entities? YES NO

If so, please describe it:

Establishing a commercial or business relationship with all AGP Group companies depends on reading and accepting the Compliance Policy of AGP. By confirming this statement, you guarantee that you have read, understood and agreed with this Policy and allow AGP to conduct searches and queries with your name and company to verify that data complies with the compliance policy of AGP. Through this form, you consent the collection and processing of personal data related to the company mentioned herein and state that you have authority to grant such authorizations.

I confirm the declaration above.

By confirming this statement, you warrant that by contacting or purchasing products of all AGP Group companies. You will not sell, deliver, transfer or donate it to any person located in a country restricted, forbidden or that may be contrary to the Compliance Policy of AGP Group, under penalty of termination of the employment contract and/or business relationship, without prejudicing applicable legal actions.

I confirm the declaration above.

The information given in this form is true under penalty of law.

Local and Date

Signature of Legal Representative

Name:

Please provide a document that contains the name, address, legal representative and number of registration of your company.

ANNEX III EMBARGOED COUNTRIES

Restriction Conditions

All employees involved in international negotiations have an obligation to comply with the Compliance Policy and should immediately contact the CC if they are aware of a negotiation that may contradict it.

AGP Group prohibits any negotiation with companies, entities or residents located or organized under the following conditions:

- a) Any person who is subject or target of restrictions administered by the Office of Foreign Assets Control (OFAC) including the list called Specially Designated Nationals and Blocked Person List, as defined at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/>, by United Nations (UN), European Union (EU), Her Majesty's Treasury (UK HMT), Swiss State Secretariat for Economic Affairs (SECO), Hong Kong Monetary Authority (HKMA) and Monetary Authority of Singapore (MAS) that together are denominated "Restriction Programs";
- b) Any person belonging completely, partially or controlled by another object or subject of restrictions imposed by the Restriction Programs;
- c) Any person domiciled, resident or located in Iran, Sudan, Syria, Cuba, North Korea or Crimea, hereinafter denominated "Sanctioned Jurisdictions";
- d) Any other person with whom the United States (USA) can't be involved due to a National or International Law.

Restricted Parts and Countries

The following countries are considered restricted countries:

- Afghanistan
- Armenia
- Azerbaijan
- Belarus
- Burundi
- Central African Republic of Myanmar (Burma)
- Democratic Republic of Congo
- Egypt
- Eritrea
- Guinea
- Guinea Bissau
- Ivory Coast
- Iraq
- Lebanon
- Liberia
- Libya
- Myanmar
- Moldavia
- Russia
- Somalia
- Tunisia
- Ukraine
- Venezuela
- Yemen
- Zimbabwe

The conduct of business with persons located in these countries should be preceded by a strong Due Diligence process that will begin with filling Annex II, considering restrictions in these localities to individuals or entities defined as "Restricted Parties "or Specially Designated Nationals - SDNs. In other words, although we may conduct business in a restricted country, we can't do it with a restricted party or SDNs.

Restricted Parties or SDNs involve the following categories: individuals or entities associated with restrictive governments or governments which weaken democracy, associated with terrorists, drug dealers, people involved in proliferation of weapons of mass destruction, international criminal organizations and international sanctions evaders.