

International Trade Policy
AGS, A Delaware Limited-Liability Company

June 2015

1. AGS' COMMITMENT TO COMPLIANCE

1.1. Statement of Corporate Commitment and Policy

A statement from the President and Chief Executive Officer of AGS, LLC ("AGS" or the "Company") regarding the importance of compliance with anti-corruption and international trade laws from an ethics and business perspective is provided at **Appendix 1**.

1.2. Employee Certification

All AGS personnel are required to read and sign the certification at **Appendix 2** and return it to the Compliance Officer.

2. INTRODUCTION

2.1. Scope

This International Trade Policy ("Policy") applies to all AGS companies, AGS personnel and those acting on behalf of AGS, wherever they are located, including agents acting for, on behalf of, or in the name of, AGS (*e.g.*, distributors, representatives, advisors, consultants, sub-consultants, contract workers, subcontractors, suppliers, third-party intermediaries, and venture partners) (collectively, "Covered Persons"). This Policy also applies to all transactions and activities engaged in by or on behalf of AGS worldwide.

Any conflict between this Policy and the *AGS Gaming Compliance Program* will be resolved in favor of the *AGS Gaming Compliance Program*.

2.2. Development and Implementation

AGS is committed to maintaining a Company-wide program to comply with all applicable International Trade Laws. The elements of such program include: (i) guidelines under which AGS personnel must operate to ensure compliance with applicable International Trade Laws; (ii) specific third-party economic sanctions and export controls screening and diligence procedures; (iii) country-specific content tracking and classification system; (iv) internal audit and risk assessment procedures to regularly monitor compliance with economic sanctions and export control laws; (v) training of AGS personnel to promote awareness of the policy and related risks; (vi) a record-keeping system to support the program's compliance requirements; (vii) procedures to monitor legal developments and update compliance policy and procedures as necessary; and (viii) delegation of compliance administration responsibilities to other AGS compliance officials as necessary to achieve effective implementation.

2.3. Compliance Obligations

2.3.1. Obligations of Personnel and Reporting

All AGS personnel – including officers, directors, and employees, wherever located – must comply with this Policy, and take actions necessary to ensure that AGS complies with all relevant International Trade Laws in their performance of their work responsibilities. Additionally, AGS personnel must abstain from engaging in any act that might violate or give the appearance or intention of violating International Trade Laws. AGS personnel should seek guidance from the Compliance Officer in any circumstances where doubt exists as to the appropriateness of any proposed conduct.

Personnel are required to report suspected violations of this Policy or International Trade Laws to the Compliance Officer. Such reports may be made verbally, in writing, or anonymously through the Company's Ethics Hotline at (855) 976-3434. AGS prohibits retaliation against any employee who makes a good faith report of actual or suspected violations of this policy or applicable International Trade Laws.

2.3.2. Consequences of Non-Compliance

Under the laws of multiple jurisdictions, failure to comply with applicable International Trade Laws may result in significant criminal, civil, and administrative penalties, including imprisonment and fines. These penalties may apply to both the company and the individuals involved. Also, failure to comply may negatively impact AGS' public image, reputation, business opportunities, and market position. Given these serious potential consequences, failure to comply with this policy (or related rules and regulations) may also result in disciplinary action by AGS, including immediate termination of employment.

2.3.3. Non-U.S. International Trade Laws

In addition to U.S. laws and regulations governing international trade, which are the focus of this Policy, the laws of other jurisdictions apply to AGS and its dealings. AGS personnel should contact the Compliance Officer with any questions and for information on other applicable laws.

2.4. Key Terms

Compliance Officer – Please refer to the definition of this term, as found in the *AGS Gaming Compliance Program*.

Government Entity(ies) – Any government or its subdivision, any independent government agency, or any state-owned or state-controlled business.

International Trade Laws – The following areas of U.S. law and regulation: U.S. sanctions laws and regulations, administered by the Department of the Treasury, Office

of Foreign Asset Controls; anti-corruption laws, the U.S. Foreign Corrupt Practices Act (“FCPA”), administered by the Securities and Exchange Commission and Department of Justice; export control laws, the Export Administration Regulations, administered by the U.S. Department of Commerce; and anti-money laundering laws, the Bank Secrecy Act. This term also includes similar international trade laws of other jurisdictions, as relevant and applicable to AGS and its activities.

Personnel – Directors, officers and employees of AGS, collectively or individually.

Prohibited Parties – (a) Entities and individuals identified in the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, and U.N. Consolidated List, as amended from time to time, and other applicable sanctions or similar lists (“Sanctions Lists”); and (b) any entities owned 50% or more or controlled, directly or indirectly, by listed entities and individuals.

Red Flag – A fact or circumstance that, when present, indicates that increases the likelihood of a possible violation of this Policy or International Trade Laws, and AGS should proceed with increased caution before engaging in a transaction and/or seek assistance from the Compliance Officer.

Third Party(ies) – Any person who is not a direct party to a transaction.

3. ANTICORRUPTION POLICIES AND PROCEDURES

3.1. Overview & Background

The FCPA is a U.S. federal statute that, among other things, makes it illegal to make payments to non-U.S. Government Officials (defined below, in **Section 0**) for the purpose of obtaining or retaining business. It also requires U.S. “issuers” (*i.e.*, companies that issue securities within the U.S. or file reports with the U.S. Securities & Exchange Commission) and their subsidiaries and affiliates to keep accurate books and records and to maintain internal accounting controls to ensure that transactions are properly executed and recorded in the Company’s records. Although the Company is not an “issuer”, the FCPA recordkeeping standards for issuers provide guidance for the Company in managing anti-corruption compliance.

The anti-bribery provisions of the FCPA also apply to U.S. companies and individuals, as well as foreign entities and individuals who cause, directly or through agents, an act in furtherance of a corrupt payment to take place within the territory of the U.S. For example, a non-U.S. subsidiary or affiliate of Company could face liability under the FCPA if it issued a prohibited payment under the FCPA that was funded through a U.S. bank account. Similarly, a foreign employee of a non-U.S. subsidiary or affiliate of Company could face liability under the FCPA if he or she participated in meetings in the U.S. regarding the prohibited payment or utilized U.S. telephone lines or network servers to discuss the payment.

As such, it is AGS' policy to comply with the FCPA and any applicable law of a foreign country that prohibits bribery or corruption, whether public and/or commercial. Bribery and kickbacks involving Government Officials (defined below, in **Section 0**), customers, competitors, suppliers, and all other counterparties is strictly prohibited. AGS' anti-corruption and anti-bribery policies extend to all commercial dealings in the markets where AGS operates. For guidance on specific federal, state, local or foreign laws, Covered Persons should consult the Compliance Officer.

3.2. General Principle

Covered Persons must not offer, promise, give, or accept, directly or indirectly, any payment (whether cash or non-cash) or any other advantage or thing of value (*e.g.*, travel expenses, gifts, entertainment, employment offers, charitable donations, product samples) to, or on behalf of, anyone – including any Government Official (defined below, in **Section 0**), a private person, or employee of any business – to induce that person to take any action, or refrain from taking any action, that improperly benefits the Company, any Covered Person or any other business directly or indirectly.

3.3. Policies and Procedures

3.3.1. Prohibited Requests or Acceptance of Improper Payments

Covered Persons may not request, agree to accept, or accept Anything of Value (defined below, in **Section 3.3.2.1.1**) as a reward or in exchange for improperly performing any function or activity related to the Company's business or if doing so would compromise, or reasonably could be viewed as compromising, the Covered Person's ability to make objective and fair business decisions on behalf of AGS.

3.3.2. Prohibited Payments

3.3.2.1. Bribery of Government Officials

It is never acceptable to provide, offer, promise, or authorize the provision of a benefit to any person in an effort to secure an inappropriate advantage. While these acts are unacceptable regardless of the recipient's identity, the Company's dealings with Government Officials (defined below, in **Section 0**) require special care. Anti-corruption laws in many countries, including the U.S., specifically prohibit making a payment to a Government Official in order to influence that Government Official's behavior. This prohibition extends to benefits provided using funds from any source, including personal funds.

Covered Persons may not promise, give, offer, or authorize the provision of Anything of Value (defined below, in **Section 3.3.2.1.1**) or any financial or other advantage to a Government Official, directly or indirectly (including through a Third Party), (a) to influence any act or decision; (b)

to induce anyone to act or not to act contrary to his/her duty; (c) to secure an improper advantage; or (d) to induce anyone to use his/her influence with a Government Entity to affect or influence any act or decision of that Government Entity.

It is important to note that making or authorizing an *offer* to make payments or Anything of Value (defined below, in **Section 3.3.2.1.1**) is also prohibited. An offer does not need to be accepted, and a payment does not need to have been actually made, in order for a violation to occur under the FCPA and similar laws.

In addition, a payment made to obtain special regulatory or other treatment by a Government Entity (*e.g.*, payment to a tax inspector to obtain favorable tax treatment) may also be construed as a bribe and is prohibited under this Policy.

3.3.2.1.1. Anything of Value

For purposes of this Policy, Anything of Value is not limited to tangible items of economic value, but may include anything that offers a benefit to a recipient or that the recipient would find interesting or useful, including mere promises or potential opportunities. A thing of value does not need to have any monetary value at all to constitute an improper benefit or bribe.

Anything of Value can include, but is not limited to:

- cash and cash equivalents (including complimentaries)
- entertainment, meals, accommodations, and travel expenses
- gifts
- medical, educational, or living expenses
- training
- political and charitable contributions
- personal favors
- free use of materials, facilities, or equipment
- loans or extensions of credit
- ownership rights in joint ventures
- benefits for family members
- discounts on products or services
- inflated contract prices
- free or discounted gambling chips
- promises or offers of employment, business, or internships (even non-paid)

3.3.2.1.2. Government Official

For purposes of the Policy, Government Official is defined broadly and includes, regardless of the person's rank, title, duties, or responsibilities,

- any officer and employee of, and any other person (including consultants and other Third Parties) working in an official capacity for or on behalf of
 - a government or any department, agency, or instrumentality thereof;
 - a wholly or partially state-owned, state-controlled, or state-operated enterprise (including commercial enterprises); or
 - a public international organization (*e.g.*, the United Nations or the World Bank);
- a foreign political party, any employee or official of a foreign political party, and any candidate for foreign political office;
- members of royal or ruling families; and
- any close relatives (*e.g.*, parents, children, spouses, and in-laws) of such individuals.

In the event that an AGS employee, director, or officer is engaged in an activity with a party who may qualify as a Government Official, but the AGS employee, director, or officer is not certain, he/she must contact the Compliance Officer for guidance before proceeding.

3.3.2.2. Indirect Improper Payments

In addition, anti-corruption laws prohibit improper payments to non-Government Officials, intermediaries, or other Third Parties, knowing that any part of such payments or Anything of Value will be passed along to a Government Official. The FCPA defines "knowing" as having actual knowledge, being "substantially certain," "having a firm belief," or "being aware of a high probability," that a portion of any such payment or thing of value will be passed along to a Government Official. Additionally, "knowing" can be interpreted to include "willful blindness" or "conscious avoidance." An example would be a payment to a real estate broker, knowing that the payment would be passed along by the real estate broker to an employee of a government-owned shopping center in exchange for a favorable store location and lease.

Therefore, Covered Persons must not directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of, money or anything of

value to a Government Official or any other Third Party for the purposes of:

- Influencing any act or decision of a Government Official;
- Inducing a Government Official to act or fail to act in violation of his or her lawful duty;
- Securing any improper advantage; or
- Inducing a Government Official or other Third Party to use his or her influence with a foreign government or instrumentality thereof in order to retain or obtain business.

3.3.2.3. Facilitating or Expediting Payments

AGS prohibits Covered Persons from making “facilitating or expediting” payments of any kind.

Facilitating or expediting payments are typically payments of small amounts made to expedite or secure the performance of non-discretionary, routine governmental acts, including processing visas, providing police protection or mail service, supplying utilities like phone service, power, and water, and processing permits or licenses to which the payor is already entitled. While true “facilitating or expediting payments” are not illegal under the FCPA (provided they are properly recorded in the Company’s financial records), they may still violate local law in the countries where AGS operates and Covered Persons are located.

3.3.2.4. Commercial (Private-Sector) Bribery, Kickbacks and Similar Payoffs

Bribery and corruption can also occur in non-Government, business to business relationships, and this type of bribery/corruption is known as “commercial bribery” (or “private-sector bribery”). Most countries, including the United States, and some U.S. states including Nevada, have laws prohibiting commercial bribery and so-called “kickbacks.” While these laws vary, they generally prohibit giving Anything of Value to an individual for the purpose of influencing the individual’s conduct in work-related matters without the consent of the recipient’s employer or in breach of a duty—in particular a duty that the recipient owes to his or her employer.

Examples of prohibited conduct under these laws may include the following:

- An engineer at Company A with procurement responsibilities accepts money from various private-sector bidders in exchange for confidential information about the projects on which they wish to bid.

- A salesman at Company X arranged holidays to Disneyland and Las Vegas for a buyer at Company Y in exchange for the buyer causing Company Y to purchase Company X's products at a 50% above-market price.

Covered Persons with questions about what constitutes prohibited commercial bribery or kickbacks should contact the Compliance Officer for guidance.

3.3.3. Certain Permitted Expenditures

Certain legitimate payments made as business courtesies, such as those in the form of small gifts of nominal value, political contributions, and charitable contributions, do not violate the FCPA or other applicable anti-corruption laws unless they are used as a vehicle to conceal illegal payments.

Business courtesies provided to improperly influence a Government Official or any individual, or in explicit or implicit exchange for improper favors or benefits, are strictly prohibited. However, there are situations in the ordinary course of business when providing business courtesies to Government Officials and others is appropriate and unlikely to result in an improper advantage. Nevertheless, care must be taken to avoid any possible appearance that business decisions have been influenced as a result. Further, practices that may be acceptable in a commercial environment may be unacceptable and even illegal when they relate to Government Officials.

In all cases of permissible payments described below, prior written approval from the Compliance Officer must be obtained, even if you do not seek reimbursement for the expense.

The following types of business courtesies are never appropriate and will not be approved:

- business courtesies intended to improperly influence the recipient or anyone else, or in explicit or implicit exchange for improper favors or benefits; and
- business courtesies that give rise to an appearance of impropriety.

3.3.3.1. Gifts, Meals, Entertainment and Other Complimentaries

A small gift or token of esteem or gratitude is often an appropriate way for business people to display respect for each other. While the legitimate and occasional provision of a modest gift can be an acceptable business practice, gift-giving can be subject to abuse and can expose the Company to legal and reputational harm. The giving of a gift is particularly sensitive when a Government Official is the recipient.

Covered persons may not give or offer a gift, directly or indirectly, if it could reasonably be expected to affect the outcome of a government decision or to confer an unfair advantage on AGS. No gift, regardless of its value, may be provided to a Government Official or other counterparty if it could create the appearance of impropriety.

Any proposed gift, meal, entertainment or other complimentary to a Government Official must be pre-approved, even if such payment is common in the country. To obtain prior approval for a proposed gift, meal, entertainment or other complimentary, you must submit to the Compliance Officer a Business Courtesy Pre-Approval Form available at **Appendix 3** at least seven (7) days prior to the proposed expense.

3.3.3.2. Travel and Accommodation

AGS will not provide travel or accommodation to Government Officials or other counterparties unless directly related to a legitimate business purpose and appropriate under the circumstances. Travel and accommodation may not be provided to Government Officials or other counterparties if doing so would violate applicable anti-corruption laws. In limited circumstances, however, it may be appropriate for AGS to pay for the travel, accommodation and related expenses of Government Officials or other counterparties. Such expenses may include airfare, lodging, ground transportation, meals, and modest entertainment during the trip.

Employees must obtain written approval from the Compliance Officer before agreeing or offering to pay for travel and associated costs for Government Officials or counterparties. To obtain prior approval for such payment, you must submit a Business Courtesy Pre-Approval Form available at **Appendix 3** at least 14 days prior to the proposed expense.

The written approval requirement does not apply to AGS' payment of travel and accommodation for gaming regulators in the normal course of any licensing investigation, as required under applicable gaming regulations.

3.3.3.3. Personal Safety

Nothing is more important than the safety of our personnel. There may be situations in which a payment otherwise prohibited by this Policy is permissible when made in response to an imminent threat of physical harm.

If you think you need to make such a payment, you must consult and obtain prior approval from the Company's Compliance Officer, unless the circumstances make this impossible. If the situation does not allow time for consultation and prior approval, the payment must be reported to the

Compliance Officer as soon as possible, accurately reflecting the amount and method of payment, the recipient(s), and the exigencies giving rise to the payment.

3.3.3.4. Charitable and Political Contributions

Covered Persons may be asked to make charitable and/or political contributions – in the form of cash, property, samples, products, or Anything of Value – either on behalf of the Company or on their own behalf.

Covered Persons may not make charitable or political contributions in their capacity as a representative of the Company without prior written approval from the Compliance Officer. Prior to making any contributions with Company funds, Covered Persons must complete and submit to the Compliance Officer a Contribution Pre-Approval Form available at **Appendix 4** at least seven (7) days prior to the proposed expense.

It is Company policy to perform due diligence on any proposed charitable contribution made on its behalf to ensure it is not designed or intended for an improper purpose and complies with applicable law. Contributions must be made to a bona fide organization, and may not be made to improperly influence a Government Official or any individual, or in explicit or implicit exchange for improper favors or benefits.

Covered Persons may make personal charitable and/or political contributions as they wish in accordance with applicable laws and gaming-related regulations. AGS will not reimburse any Covered Person for a charitable or political contribution made in his/her personal capacity. If there is any doubt as to whether a charitable contribution is permissible, please contact the Company's Compliance Officer.

3.3.3.5. Promotions and Promotional Activities

The Company may undertake promotions and promotional activities, on its own or in conjunction with a customer, to market the Company's products. Such expenditures must be reasonable and bona fide and not made for the purpose of securing, in any way, an improper advantage or influencing a Government Official's decision. All promotional activities and promotional expenses conducted or incurred on behalf of, or in conjunction with, a specific customer must be in writing (*e.g.*, in the Company's sales or lease agreement) and approved in writing by the Compliance Officer. In no event should such expenditures be made if it appears or will likely appear that such expenditure is meant to improperly influence a Government Official or any Third Party intermediary.

All sales or lease agreements with customers that include allocation or set-asides for promotions or promotional activities must contain appropriate FCPA provisions. Such sale or lease agreements must also provide that the customer shall provide documentation to the Company regarding all of its promotional expenditures related to monies provided by AGS and provide for audit rights that allow the Company to properly account for monies spent on promotions and promotional activities related to monies provided by AGS. All amendments of existing lease agreements should include provisions that conform to the above requirements.

3.3.4. Dealing With Third Parties

AGS can be liable for acts of Third Parties, including affiliates, associated companies, and agents. Covered Persons must ensure that Third Parties comply with the principles of this Policy.

Prior to entering into a business relationship with any Third Party, the Third Party must be thoroughly screened for their reputation for integrity and for the reasonableness and scope of their services and charges. The screening AGS conducts shall be consistent with the services the Third Party will be providing and in accordance with the requirements outlined in the *AGS Gaming Compliance Program*. This process is crucial to prevent the engagement of a Representative who may act contrary to this Policy or violate applicable anti-corruption laws.

Potential circumstances or red flags that may indicate that a Third Party presents heightened risk include but are not limited to the Third Party:

- having a negative reputation for honesty and integrity
- requesting a payment or commission that is larger than is standard for a similar deal
- lacking the skills, facilities, and/or resources to perform the requested service
- being in a different line of business than that for which it has been engaged
- being merely a shell company incorporated in an offshore jurisdiction
- requesting unusual payment terms, such as cash payments, payments to Third Parties, and payments to banks or entities in countries where the Representative is not located or will not perform services for the Company, or requests compensation that exceeds the market rate for the requested service
- including only vaguely described services on invoices or agreements;
- being associated with a Government Official
- being involved at the request of a Government Official

If a proposed transaction involves any red flags or other high risk indicators, as defined above, it must be reviewed and approved by the Compliance Officer prior to proceeding.

During the course of the business relationship, interactions with the Third Parties must be regularly monitored so any “red flags” or other compliance concerns are promptly identified and addressed.

No Third Party may be retained to perform services for or act on behalf of the Company unless the engagement is pursuant to a written agreement which contains appropriate anti-corruption terms and conditions.

3.3.5. Recordkeeping

All transactions involving the Company’s funds or assets must be described and recorded accurately and in reasonable detail in the Company’s books and records by responsible personnel in the Finance and Accounting Department. Such records should include any associated contracts, invoices, receipts, authorization for a transaction, and other supporting documentation. The use of fictitious or misleading documentation to support the Company’s transactions is prohibited.

It is AGS’ policy to maintain a system of internal accounting controls sufficient to provide a reasonable assurance that all transactions involving the Company’s funds or assets are properly documented, accurately recorded, and appropriately authorized by the Company’s management. Payments may not be made to anonymous bank accounts or other bank accounts recorded in the name of an entity other than the payee or an entity not known to be controlled by the payee. AGS strictly prohibits any undisclosed or unrecorded payments, assets, funds, or bank accounts.

4. INTERNATIONAL TRADE POLICIES AND PROCEDURES

4.1. Anti-Money Laundering and Embargoed and Sanctioned Party Compliance

4.1.1. Overview and Background

The U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”), U.S. Department of Commerce, and other trade agencies administer and enforce economic and trade sanctions. These sanctions and embargoes are based on U.S. foreign policy and national security goals with respect to targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

The U.S. government, including the Financial Crimes Enforcement Network (“FinCEN”), also prohibits money laundering through several federal criminal money laundering statutes and regulations, most prominently for AGS’ purposes 18 U.S.C. § 1956. Money laundering is a process of concealing the existence, illegal source or application of income derived from illegal activity, and the subsequent disguising of the source of that income to appear legitimate. Money laundering can involve the proceeds of a wide range of criminal activities, including narcotics trafficking, extortion, bank fraud, mail fraud, and insurance fraud.

AGS screens individuals and entities associated with its transactions in order to prevent transactions involving prohibited countries and parties. AGS personnel are also responsible for identifying red flags with regard to potential business partners and transactions. Written approval from the Compliance Officer is required for any AGS transaction that may involve a red flag, sanctioned country and/or Prohibited Party.

4.1.2. General Principle

AGS will conduct reasonable diligence to identify instances where business partners or transactions are tied to criminal activities, embargoed or restricted countries, or Prohibited Parties. AGS personnel shall not engage in business involving criminal activities or proceeds, U.S. embargoed countries, governments, and parties, or Prohibited Parties. Business and other dealings with certain other restricted countries and parties are subject to review and approval by the Compliance Officer.

All new customers, agents, suppliers, distributors, vendors and other Third Parties must be screened against lists of companies, entities and individuals subject to trade restrictions, including, as applicable, those identified on the Sanctions Lists. Additionally, information on the end-user and ultimate destination for every product or service the Company sells must be known by the responsible AGS

personnel and must be properly recorded in the Company's business management software system.

AGS shall take care to determine the identity and understand the background of counterparties before pursuing business opportunities and entering into new engagements.

4.1.3. Policies and Procedures

4.1.3.1. Embargoed Countries

All business and other dealings, direct or indirect, with any party associated with the following countries and their governments are expressly prohibited: Cuba, Iran, North Korea, Sudan, and Syria. In no circumstances may AGS employ or engage Government Officials or Government Entities of an embargoed country listed above or other parties subject to restriction under applicable law.

4.1.3.2. Restricted Countries

All business and other dealings, direct or indirect, with the following countries and their governments are generally prohibited, unless approval is received from the Compliance Officer: the Balkans, Belarus, Burma, Central African Republic, Côte d'Ivoire (Ivory Coast), Democratic Republic of the Congo, Iraq, Lebanon, Liberia, Libya, Russia, Somalia, South Sudan, Ukraine, Venezuela, Yemen, and Zimbabwe.

The above list is complete and accurate as of the date of this Policy, but is subject to change. A current list of countries which are subject to sanctions programs is available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

4.1.3.3. Prohibited Parties

In addition to country-based sanctions, U.S. and foreign government agencies administer list-based sanctions. These lists identify companies, groups and individuals that are subject to trade sanctions. These entities are identified for having been involved in activities such as narcotics trafficking, organized crime, weapons proliferation, terrorism, malicious cyber-enabled acts, and other sensitive activities. AGS policy therefore prohibits engaging with any such entities, as applicable under relevant jurisdictions.

Information on the companies, groups and individuals subject to U.S. and U.N. trade restrictions is available at:

- http://export.gov/ecr/eg_main_023148.asp

- http://www.un.org/sc/committees/list_compend.shtml

4.1.4. Know Your Customer Diligence and Prohibited Party Screening

The Compliance Officer, or AGS personnel designated by the Compliance Officer, is responsible for conducting “Know Your Customer” (“KYC”) diligence and screening customers, suppliers, distributors, agents, vendors and other Third Parties (including new employees) against the applicable lists of companies, groups and individuals subject to trade restrictions that are maintained by the United States, United Nations, and any other applicable jurisdictions.

The AGS Due Diligence Questionnaire Business Disclosure Form is provided at **Appendix 5**.

4.1.4.1. Employee Responsibilities

AGS personnel designated by the Compliance Officer shall use the best information available at the time of screening to identify for conducting KYC and screening all parties (other than AGS entities and personnel) and addresses involved in the transaction. Parties to be screened include, for example:

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|--------------------|----------------------|
| • Agents | • Freight Forwarders |
| • Banks | • Intermediaries |
| • Bill-To Parties | • Lobbyists |
| • Buyers | • Receivers |
| • Casinos | • Representatives |
| • Consignees | • Service Providers |
| • Contract Parties | • Ship-To Parties |
| • Customs Brokers | • Sold-To Parties |
| • Distributors | • Suppliers |
| • End-Users | |

To the extent the following documents exist and apply to a transaction, AGS personnel designated by the Compliance Officer shall review and conduct KYC and screening on parties identified within the documents, as appropriate:

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|---------------------|-----------------------------|
| • Bid Documents | • Non-Disclosure Agreements |
| • Contracts | • Powers of Attorney |
| • Guarantees | • Proposals |
| • Invoices | • Purchase Orders |
| • IP Agreements | • Real Estate Agreements |
| • IP Licenses | • Requests for Proposals |
| • Letters of Intent | • Requests for Quotations |
| • Letters of Credit | • Sales Orders |

- Memoranda of Understanding
- Software Agreements

4.1.4.2. Notification of High Risk Indicators

If a proposed transaction involves any high risk indicator, as defined below, it must be reviewed and approved by the Compliance Officer prior to proceeding. High risk indicators include factors such as the following:

- Indication of parties being associated with embargoed or restricted countries;
- Potential matches to a Prohibited Party;
- If the circumstances of the transaction or parties suggest a risk of diversion to an embargoed or restricted country or Prohibited Party;
- If there are suspicious or questionable circumstances involved in a sale, such as a lack of customary information about a proposed transaction, a request to use an unusual route for shipment or unusual product specifications that are inconsistent with the customer's stated end-use of the product;
- Suspicious payment schemes, such as payments made via third parties to the transaction or large payments made in cash;
- Evidence that parties provided false information during the KYC process; or
- other "red flag" indicators (*see Appendix 6* for sample red flags).

4.1.4.3. Frequency

AGS personnel designated by the Compliance Officer must screen each counterparty (i) prior to engaging in a contractual relationship with that counterparty; and (ii) prior to engaging in any transaction involving that counterparty thereafter.

After a relationship is established, personnel are responsible for monitoring third party conduct in the context of the ongoing relationship. Personnel must notify the Compliance Officer of new suspicious activity or red flag indicators. AGS will re-screen counter-parties on a regular basis.

4.1.4.4. Recordkeeping

AGS will keep a record of all KYC and screening conducted and the resolution of all high risk indicators, for a five year period.

4.2. Exports of Certain Products, Components, Software and Technology

4.2.1. Overview and Background

In the United States and other jurisdictions, exports of virtually all commercial products, software and technology (including cross-border electronic transmissions) are subject to export controls, which restrict the export, reexport and transfer of items based on the type of product or technology at issue as well as the intended end-user and end-use. The Export Administration Regulations (EAR) control the export and reexport of U.S.- origin items, including any material sourced from the United States or incorporating ten percent (10%) or more U.S.-origin content by value.

4.2.2. General Principle

AGS is committed to complying with all applicable laws governing the transfer or release of goods or technology, including applicable export and reexport licensing requirements and restrictions on transfers that may raise end-use or end-user concerns. This includes full compliance with the applicable laws and regulations of the United States, Mexico, and other jurisdictions that impose limitations on exports and international trade.

4.2.3. Policies and Procedures

4.2.3.1. U.S. Classification of Products, Software and Technologies

In the United States, most commercial items are considered to be non-sensitive items and are classified as “EAR99”. EAR99 items generally may be exported to all but the U.S. embargoed countries and restricted parties without the need for authorization from the U.S. government.

Other products, software, and technology may be considered sensitive for export purposes. Such items are described under particular entries on the United States Commerce Control List. When AGS exports these controlled items, it must consider the item’s destination, end-user and use to determine whether a license from the Commerce Department is required.

AGS’ products are non-military and generally non-sensitive, but it is the responsibility of the Compliance Officer to:

- confirm the export control classification of all products, software and technology it exports;
- develop, document and maintain a record of the classification of all products and technologies that may be subject to U.S. or other applicable export controls;

- determine the specific controls applicable to the Company's products, components, equipment, software and technology prior to export; and
- obtain licensing prior to export as necessary.

For the products AGS purchases from suppliers, AGS shall obtain the export control classification from the product suppliers or manufacturers. For the products AGS manufactures or modifies, AGS personnel who are trained in export control classification procedures shall determine the classification of the product at the time it is created, or for products that pre-date this policy, prior to export. In the event that this information cannot be obtained, AGS personnel shall contact the Compliance Officer. The Compliance Officer shall consult with outside counsel, as necessary, to determine the correct classification.

If AGS seeks to import or export products, components, services or technology that may be subject to export-licensing requirements, or that may be destined for use in weapons-related activities of any sort, prior approval from the Compliance Officer is required.

4.2.3.2. Information on Products to be Exported and End-Use/End-User

Under the EAR, "export" is a broad concept that covers the physical shipment of goods, software, and technology from the United States as well as cross-border electronic transmissions of software or technology, such as through e-mail or downloads from a remote server.

Additionally, a disclosure of controlled technology to a non-U.S. national is viewed as an export of that controlled technology to the national's home country. Technology and software are considered "released" for export in circumstances such as visual inspections and oral exchanges with foreign nationals. Furthermore, exports of U.S.-origin products, software, and technology from one non-U.S. country to another ("reexports") are controlled by U.S. regulations, if the item would be controlled if exported from the United States directly to the final destination country.

All shipments and intra-company transfers of products, technology and software should be evaluated in connection with the applicable international trade laws prior to transfer. Any cross-border transfers or shipments must be carefully reviewed to ascertain the nature of the product, component, equipment, software or technology and compliance with applicable international trade laws.

Any questions should be directed to the Compliance Officer.

4.2.3.3. Recordkeeping

The Compliance Officer is responsible for ensuring that accurate, complete, and consistent export-related records are maintained and available for U.S. government inspection for at least five years. Such records include, but are not limited to, financial records, books of account, correspondence, customer contracts, shipment records, and government authorizations.

4.3. Anti-Boycott

4.3.1. Overview and Background

U.S. anti-boycott laws and regulations are designed to prohibit or penalize cooperation with international economic boycotts in which the United States does not participate. The U.S. anti-boycott laws administered by the U.S. Department of Commerce apply to U.S. persons in the interstate or foreign commerce of the United States. The term “U.S. person” includes persons located in the United States, U.S. citizens wherever located, companies organized under U.S. law and their non-U.S. branches, and “controlled-in-fact” subsidiaries, as defined in the Commerce anti-boycott regulations. Separate anti-boycott provisions are administered through the U.S. tax code, which apply to all U.S. tax payers (and certain of their related companies).

While U.S. anti-boycott laws apply to all international boycotts in which the United States does not participate, their principal focus is the Arab boycott of Israel. The U.S. Department of the Treasury publishes, on a quarterly basis, an official boycott list. As of the date of this Policy, the following countries are participating in the Arab boycott of Israel: Iraq, Kuwait, Lebanon, Libya, Qatar, Saudi Arabia, Syria, the United Arab Emirates, and Yemen.

For the most recent quarterly list of boycotting countries, refer to the *Federal Register*:
https://www.federalregister.gov/articles/search?conditions%5Bagency_ids%5D%5B%5D=497&conditions%5Bterm%5D=List+of+Countries+Requiring+Cooperation+With+an+International+Boycott+&order=newest&quiet=true

4.3.2. General Principle

AGS is committed to complying with U.S. anti-boycott laws and regulations as applicable to AGS. It is the Company’s policy not to agree to or cooperate with boycott-related requests that would be prohibited or penalized under applicable U.S. anti-boycott laws and regulations, and to comply with required reporting obligations under U.S. anti-boycott laws and regulations.

4.3.3. Policies and Procedures

4.3.3.1. Prohibited Conduct

U.S. anti-boycott laws and regulations may apply to requests to enter into agreements, take other actions, or furnish information supportive of a boycott. Examples of prohibited conduct under the Commerce anti-boycott regulations include:

- Agreements to refuse or refusal to do business with Israel or an Israeli company;
- Agreements to discriminate or discrimination against a U.S. person based on race, religion, sex, or national origin with intent to comply with, further, or support an unsanctioned boycott;
- Agreements to furnish or furnishing information about business relationships with or in Israel or with an Israeli company;
- Agreement to furnish or furnishing information about the race, religion, sex, or national origin of a U.S. person with intent to comply with, further, or support an unsanctioned boycott; and
- Implementing letters of credit containing prohibited boycott terms or conditions.

In addition, entry into certain types of boycott participation agreements may be penalizable under the Treasury anti-boycott regulations.

4.3.3.2. Reporting Requirements

AGS must report certain boycott-related requests to the relevant U.S. government agencies according to specified deadlines. Reporting standards are in some cases different from the prohibited conduct standards listed above.

4.3.3.3. Review of Communications

AGS personnel must carefully review all oral and written communications received including, but not limited to, e-mails, contracts, purchase orders, letters of credit, import documents, invoices, and requests for information to determine whether any boycott language is present. (See **Appendix 7** for examples boycott requests.) Special care should be taken with documents from or relating to business in or with boycotting countries.

If AGS personnel identify any potential boycott language, the transaction should be placed on hold immediately and, within three (3) working days of the receipt of the language, the matter should be referred to the Compliance Officer for evaluation and guidance.

4.3.3.4. Recordkeeping

AGS personnel must maintain for a period of five years boycott-related requests and related documentation, including any reports filed with the U.S. government.

5. COMPLIANCE INFRASTRUCTURE

5.1. Contract Provisions

Unless otherwise directed by the Compliance Officer, all agreements with consultants, distributors, vendors, and any other Third Parties, must contain a provision requiring compliance with applicable International Trade Laws, and other provisions the Compliance Officer deems necessary to address International Trade-related risks associated with the particular transaction.

5.2. Compliance Training

International Trade Laws compliance training shall be provided to Company personnel in a manner and on a schedule determined by the Compliance Officer. Initial training of all AGS personnel shall be completed within three months of the adoption of this Policy by the Company.

In addition, any individuals whom AGS employs after the initial training referenced above shall receive training on compliance with International Trade Laws within a reasonable timeframe after their start date.

5.3. Self-Assessments and Audits

Compliance with this Policy is mandatory and subject to self-assessments and audits. AGS conducts self-assessments and audits to ensure that its international trade compliance program – including this Policy and related procedures, training, reporting, and investigation processes – are effective in preventing and identifying potential violations of this Policy and any related procedures, as well as International Trade Laws. These reviews may be conducted as part of AGS' regular internal audit cycle and coordinated with other aspects of its audit of business processes for compliance with other regulations and policies, or these reviews may be conducted annually and independently of other AGS audits. The results of each audit shall be presented to the Compliance Committee.

APPENDIX 1:

Statement of Corporate Commitment and Policy

To All AGS Employees:

Here at AGS, we are committed to maintaining Company-wide compliance with all applicable International Trade Laws. All AGS personnel – including officers, directors, and employees, wherever located – must comply with our International Trade Policy. This policy is in place to protect our business integrity and, in some cases, national security.

International trade compliance is good for business and is essential to keeping our Company in good standing with the industry and the law; we will never compromise our integrity for commercial gain. I cannot stress enough the importance of complying with this policy, as failing to do so could result in significant criminal, civil, and administrative penalties, including imprisonment, fines, and termination of employment with the Company.

It is the responsibility of each and every one of us to support compliance with these laws by familiarizing ourselves with the policy. We must abstain from engaging in any act that might violate or give the appearance or intention of violating International Trade Laws, both domestically and internationally.

If you are in doubt or have questions about any conduct, immediately seek guidance from the Compliance Officer. Also, if you suspect a violation of our International Trade Policy or International Trade Laws, please submit a report to the Compliance Officer verbally, in writing, or anonymously through our Ethics Hotline at 855-976-3434. AGS prohibits retaliation against any employee who makes a good faith report of actual or suspected violations of this policy or applicable International Trade Laws.

I would like to thank you all in advance for complying with our International Trade Policy and protecting AGS' reputation.

Sincerely,

David Lopez, *President and Chief Executive Officer*

APPENDIX 2:

Employee Certification

I, _____, hereby acknowledge that I received a copy of AGS' International Trade Policy ("Policy") dated May 2015. I agree to comply with AGS' anti-corruption and international trade compliance policies and procedures and all applicable laws and regulations and attend all required training related to these policies and procedures.

Employee Signature

Employee Title

Date

Purpose/Occasion	Location / Establishment	Name(s)/Title(s)/Company(ies) of Others in Attendance	Est. Value (USD)

d. TRAVEL (AIRFARE, TRANSPORTATION, LODGING): If applicable, please complete the table below.

Detailed Description	Purpose	Establishment / Airline	Est. Value (USD)

e. TRAINING/MARKETING EVENT: If applicable, please complete the table below and attach the full schedule / itinerary of the training/event.

Relevance to Recipient	Location	Establishment	Est. Value (USD)

3. PRIOR COURTESIES: Have any business courtesies been provided to the recipient(s) within the last 6-12 months? **Yes** **No**

4. Will any aspect of the proposed business courtesy be provided in the form of cash or a cash equivalent (e.g., a gift card redeemable for cash, casino credit)? **Yes** **No** **Please describe below.**

5. PERMITTED by local law, regulation, and/or the policies of the recipient's employer? **Yes** **No** **Please explain.**

6. Does any aspect of the Company's business fall within any of the Official's area(s) of authority?
Yes No If yes, please explain.

7. Is/are the Official(s) able to facilitate, assist in, impair, or otherwise affect the Company's business? Yes No If No, please explain.

8. Was the proposed business courtesy requested or suggested by the Recipient or by the supervisor of the Recipient? Yes No If No, please attach evidence to this form (if available) and explain below.

This is a complete and accurate description of the proposed business courtesy and an accurate reflection of my knowledge about its recipient(s). The proposed business courtesy is not provided to improperly influence the recipient or anyone else, in explicit or implicit exchange for favors or benefits, or in exchange for an official act or decision of a Government Official or a Government Official's assistance in obtaining a competitive advantage or receiving favorable treatment in obtaining or retaining business. I understand that the decision to provide a business courtesy to the recipient(s) must be in compliance with this International Trade Policy, other relevant AGS policies or procedures, the U.S. Foreign Corrupt Practices Act, and other applicable anti-corruption laws. Further, I understand my failure to comply with these policies and laws could result in a disciplinary action, including termination, and civil or criminal action against the Company and its employees.

Signature:

Date:

Name (please print):

Title:

Approval by Compliance Officer

By signing this form, I indicate I approve the proposed business courtesy and have no reason to believe it will result in a violation of the Company's International Trade Policy, other relevant AGS policies or procedures, the U.S. Foreign Corrupt Practices Act, or any other applicable anti-corruption laws.

Signature:

Date:

Name (please print):

Title:

APPENDIX 4:

Contribution Pre-Approval Form

This Contribution Pre-Approval Form (“Form”) should be completed **at least 7 days** before the proposed expense. This Form is required for contributions/support in any amount to any organization that is not verified as a tax-exempt nonprofit organization under the IRS sections 501(c)(3) or 509(a)(1), (2), or (3) or 170(c)(1).

Prior to completing this form, the responsible Employee should refer to the AGS International Trade Policy and *AGS Gaming Compliance Program*.

Requested by: _____
Employee’s Name

Date: _____

Request for approval of:

Charitable Contribution **Community Support**
If Other, please describe _____

Political Contribution

- 1. RECIPIENT(S)** of the Contribution/Support: Organization(s) /Name(s), title(s), position(s), and contact information. Please enter below.

Organization / Recipient Name(s)	Title(s) / Position(s)	Contact Information (Address & Phone)

- a.** If the Contribution/Support was requested or solicited by a Government Official, as defined in the AGS International Trade Policy, then provide a brief description of the proposed recipient, including (i) names/positions of its officers and senior employees; (ii) names of its board members; (iii) the date of its founding; (iv) past relationship between recipient and Company; and (v) its mission statement and organizational goals.

- b.** Will this Contribution/Support benefit any Government Official or employee as defined in the Company’s International Trade Policy or a family member (*e.g.*, parents, grandparents, children, spouses, siblings, nieces, nephews, aunts, uncles, cousins, and in-laws) of any such person?

Yes **No**

If yes, please explain below.

c. Is the ultimate beneficiary different from the recipient noted above? Yes No

If yes, then please complete the information below.

Organization / Recipient Name(s)	Title(s) / Position(s)	Contact Information (Address & Phone)

2. **LEGAL STATUS** of proposed recipient (attach registration documents and other documentation of status).

Non-governmental organization Charity Educational institution
Commercial entity Cultural institution Other

If other, please describe: _____

3. **AMOUNT/VALUE** of proposed Contribution/Support (in local currency and U.S. dollars) and payment details.

Amount / Value (Local Currency or USD)	Payment Method (Cash, Deposit, Check, etc.)	Proposed Payment Details (Timing, Delivery Method, etc.)

4. **DESCRIBE** the proposed Contribution/Support.

5. Was the Contribution/Support **REQUESTED** and/or **SOLICITED** by someone? **Yes** **No**

a. If yes, please describe how (formal or informal) and who solicited the Contribution/Support, whether they are a government agent or official and why the Company was solicited. If a written request was made, then please attach the request to this form.

Name of Solicitor(s)	Is/are the solicitor(s) a Government Official(s) or Government Entity? If yes, identify the entity.	How and why was the Company solicited (formal or informal request)?	How will the Company benefit from the contribution (goodwill, etc.)?

b. If no, then please explain how the Company identified and chose this recipient (local recipient, referral, etc.).

6. **DUE DILIGENCE** performed on recipient and/or ultimate beneficiary? **Yes** **No**

If yes, then please attach the diligence results to this form. If no, then please perform diligence and attach results to this form.

7. Has the Company made Contribution/Support to the recipient before? **Yes** **No**

a. Has the recipient asked that the contribution be kept secret, disguised in any way and/or provided by unusual means (e.g., payment to offshore bank account, in a name different from that under which it operates, or to a third party unrelated to the recipient)? If yes, then please describe.

The disclosed information completely and accurately reflects my knowledge of the proposed Contribution/Support and the information provided in this request form. I have no reason to believe that the proposed Contribution/Support is intended to or will influence anyone to engage in illegal practices or was provided in exchange for an official act or decision of a Government Official or a Government Official's assistance in obtaining a competitive advantage or receiving favorable treatment in obtaining or retaining business. I understand that I am bound to comply with the Company's International Trade Policy, other relevant AGS policies and procedures, the U.S. Foreign Corrupt Practices Act, and other applicable anti-corruption laws. Further, I understand that my failure to comply with these policies and laws could result in a disciplinary action, including termination, and civil or criminal action against the Company or its employees.

Signature:

Date:

Name (please print):

Title:

Approval by Compliance Officer

By signing this form, I indicate I approve the proposed Contribution/Support as described and have no reason to believe it will result in a violation of the Company's International Trade Policy, other relevant AGS policies or procedures, the U.S. Foreign Corrupt Practices Act, or any other applicable anti-corruption laws.

Signature:

Date:

Name (please print):

Title:

APPENDIX 5:

Due Diligence Questionnaire Business Disclosure Form



AGS Due Diligence
Questionnaire Busine

APPENDIX 6:

Examples of Red Flags Associated with Money Laundering

The individual or entity at issue:

- is a Politically Exposed Person (“PEP”);
- is the subject of negative reports concerning possible criminal activity or doubtful business practices;
- has a prior criminal history relevant to AML risk (e.g., money laundering, fraud);
- conducts transactions believed to be the result of some illegal activity or from an illegal source (e.g., narcotics trafficking);
- has financial fiduciary obligations that may create a risk of misappropriation or other illicit financial activity;
- is associated with individuals or entities known to be connected with the illicit generation of funds;
- claims connections with businesses that have no actual operations;
- requests funds to or through a bank and/or a non-bank financial institution(s) located in a country that is not his/her residence or place of business.

APPENDIX 7:

Examples of Boycott Requests

Below are examples of boycott requests by country that have been reported to the U.S. Department of Commerce's Office of Antiboycott Compliance. As indicated in the Policy, AGS personnel must not proceed with a transaction and must contact the Compliance Officer upon identifying any potential request to comply with restricted trade practices or boycotts. These examples are illustrative and not exhaustive.

PURCHASE ORDERS

- *"In the case of overseas suppliers, this order is placed subject to the suppliers being not on the Israel boycott list published by the central Arab League."*
- *"Goods of Israeli origin not acceptable."*
- *"Supplies of our purchase order should never be consigned or shipped by steamers included on Israel Boycott list."*
- *"All shipments under this order shall comply with Israel Boycott Office Rules and Regulations."*
- *"Goods must not be shipped on vessels/carriers included in the Israeli Boycott list."*
- *"Commercial invoice, duly signed by shipper covering value of the goods and containing statement 'The goods are neither Israeli origin, nor do they contain any Israeli material.'"*
- *"Goods/equipment subject to Israeli Boycott terms, must not be quoted."*
- *"Following statement should appear at foot of invoice: 'We hereby certify that these goods are not of Israeli Origin nor do they contain materials of Israeli origin and they are manufactured by....'"*
- *"A declaration that the goods contracted upon have no Israeli origin and that no Israeli raw materials is used in its producing manufacturing or preparing of the goods."*
- *"Applicable Laws/Boycott of Israel: All relevant laws, rules and regulation of all duly constituted government authorities of Abu Dhabi and the UAE, including laws with respect to boycott of Israel shall apply in the performance of this purchase order."*

CONTRACTS

- *"Israeli Clause: The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organization be used in handling or transporting the goods or materials."*
- *"The Contractor shall comply in all respects with the requirements of the laws of the State of Bahrain relating to the boycott of Israel. Goods manufactured by companies blacklisted by the Arab Boycott of Israel Office may not be imported into the State of Bahrain and must not be*

supplied against this Contract. For information concerning the Boycott List, the Contractor can approach the nearest Arab Consulate."

- *"The Contractor shall, throughout the continuance of the Contract, abide by and comply in all respects with the rules and instructions issued from time to time by the Israel Boycott Office in Iraq."*
- *"The bill of lading shall bear a note that the vessel delivering the cargo is not on the "Black List" and does not call at Israeli ports."*
- *"The vendor (as person or organization) or his representatives should not be an Israeli national. So the vendor should not be owned, managed, or represented by any companies that carry an Israeli nationality and there should not be any sub-contractors that carry Israeli nationality."*
- *"The vendor should not involve any person or representatives that carries the Israeli nationality in importing or exporting the software or hardware mentioned in this contract and its appendices and the vendor should provide all documents that support the above information."*
- *"Boycott Provisions: The Contractor shall observe and comply with all the provisions and decisions concerning the boycott to Israel or any other country the same is valid. The Contractor shall secure the respect of such boycott by any other party he might have subcontracted with him."*
- *"The certificate of origin must contain the following statement: 'We certify that the goods are neither of Israeli origin no do they contain any Israeli materials.'"*
- *"Certificate issued by the manufacturer or exporter stating that the goods are not of Israeli origin, have not been exported from Israel, and do not contain any Israeli materials."*
- *"Vendor shall comply with the Israel boycott laws in performing his contractual obligations."*
- *"The Contractor whether an Establishment or Company, National or Foreign, shall not import or enter into Agreement with any Foreign Company or Establishment as Sub-Contractor particularly if such Company did not have previous dealing in the Kingdom of Saudi Arabia, except after contacting the Regional office of the Arab Boycott to Israel, or one of the two Sub-Offices of the Ministry of Commerce at Jeddah or Dammam, to ensure of the status of the said Foreign Company, in light of the Rules and orders issued by the office of the Arab Boycott of Israel."*
- *"Boycott of Israel: The Contractor shall observe and abide by all rules and regulations concerning the boycotting of Israel in Dubai and the UAE."*

INVITATIONS TO BID / TENDERS

- *"All goods to be supplied as a part of this order must comply with the Israel boycott rules stipulated by the Royal Oman Police."*
- *"No produced commodity shall be eligible for ... financing if such commodity contains any component or components which were imported into the producing country from Israel and countries not eligible to trade with ... the People's Republic of Bangladesh. The equipment and*

materials must not be of Israeli origin. The supplier/bidder who are not black listed by Arab boycott of Israel will be allowed to participate in this bid."

- *"Documents to accompany tenders [include] the declaration and Israel boycott certificate. It states the tenderer must accompany his offer with the following, written signed declaration. We declare that we are a company which is not owned by any companies that have violated the approved rules of the boycott and that we do not own or participate in companies that are in violation of the approved rules of the boycott. Further, we do not have, nor does any of the companies that are considered to be a parent company or a branch of ours, any dealings with any Israeli party, whether directly or indirectly. Furthermore, a certificate issued by the Israel boycott office in UAE confirming that neither the supplier nor the manufacturer are blacklisted, should also be accompanied."*
- *"Certificate of Origin: The Contractor shall undertake to furnish the Purchaser with a Certificate of Origin, to accompany each invoice. This shall certify that the equipment is not of Israeli origin."*
- *"Eligible Bidders: The bidder/supplier who are not subject to the Boycott regulations of the League of Arab States or of the Kingdom of Saudi Arabia will only be considered."*
- *"Offeror must not be included by the provisions of Arab Boycott of Israel."*
- *"Declaration showing that the bidder doesn't own any factory, establishment, or a branch office in Israel, neither he is a partner in any establishment or organization, nor a party in any contract for manufacturing, assembling, licensing or technical assistance with any organization or establishment in Israel and he should not practice such activity in Israel whether personally or through any mediator. He should not participate in any way in supporting Israel or its military efforts."*
- *"The quotation should not include any material manufactured or exported by Boycotted companies as per the Kingdom of Saudi Arabia regulations."*

LETTERS OF CREDIT

- *"A signed statement from the shipping company, or its agent, stating the name, flag and nationality of the carrying vessel and confirming ... that it is permitted to enter Arab ports."*
- *"Buyer shall in no way contravene the regulations issued by Bahrain Government and or Israel Boycott Office. Buyer shall not nominate a vessel blacklisted by the said office."*
- *"We hereby certify that the beneficiaries, manufacturers, exporters and transferees of this credit are neither blacklisted nor have any connection with Israel, and that the terms and conditions of this credit in no way contravenes the law pertaining to the boycott of Israel and the decisions issued by the Israel Boycott Office."*
- *"Importation of goods from Israel is strictly prohibited by Kuwait import regulations; therefore, certificate of origin covering goods originating in Israel is not acceptable."*
- *"Certificate issued by the shipping company or its agent testifying that the carrying vessel is allowed to enter the Lebanese port..."*

- *"Original commercial invoice signed and certified by the beneficiary that the goods supplied are not manufactured by either a company or one of its subsidiary branches who are blacklisted by the Arab boycott of Israel or in which Israeli capital is invested."*
- *"Certificate issued by the air company/agent that it is not blacklisted by the Arab League boycott committee."*
- *"Under no circumstances may a bank listed in the Arab Israeli Boycott Black List be permitted to negotiate this Documentary Credit."*
- *"On no conditions may a bank listed on the Arab Israeli Boycott list be permitted to negotiate this credit."*
- *"We certify that neither the beneficiaries nor the suppliers of goods and services are subject to boycott."*

OTHER

Trademark Application

- *"Requirement for the registration of pharmaceutical companies:... Certification letter regarding the boycott of Israel (i.e., do not comprise any parts, raw materials, labor or capital of Israeli origin)."*

Customs Document

- *"[The vessel entry document asks the ship's captain to certify that,] no goods, dry cargo, or personal effects listed on the document of Israeli origin or manufactured by a blacklisted firm or company are to be landed as they will be subject to confiscation."*

Power of Attorney

- *A Lebanese firm sent a power of attorney affidavit to appoint a local agent in Iraq to a U.S. firm. The affidavit asked that U.S. firm answer a series of questions concerning the Arab boycott. These questions included whether the firm had a plant in Israel, has sold to Israel, had offices in Israel, owned shares in an Israeli firm, had provided services for an Israeli firm, or had granted any trademarks, copy or patent rights to Israeli persons or firms.*

Certificate of Origin

- *"The goods being exported are of national origin of the producing country and the goods do not contain any components of Israeli origin, whatever the proportion of such component is. We, the exporter, declare that the company producing the respective commodity is not an affiliate to or mother of any company that appears on the Israeli boycott blacklist and also, we the exporter, have no direct or indirect connection with Israel and shall act in compliance with the principles and regulations of the Arab boycott of Israel."*

List of Documents Required by a Freight Forwarder

- *"Certificate from insurance company stating that they are not blacklisted."*

Boycott Questionnaire

- *"Company/Corporation Background:
Has the company/corporation engaged in or conducted business in Israel?
Does the company/corporation or its subsidiary have an office, facility or business operation in Israel?"*

Trademark Application Form

"Do you or any of your subsidiaries now or ever had a branch of main company factory or assembly plant in Israel? do you have or any of your subsidiaries now or ever had general agencies or offices in Israel for your middle eastern or international operations? what companies are you shareholders in their capital? State the name of each company and the percentage of share to their total capital---and the nationality of each one?

Repair Order

"Invoices must be endorsed with a certificate of origin that goods are not of Israeli origin and do not contain any Israeli material and are not shipped from any Israeli port."