

	100.102.007				Anti-Corruption Policy – Global Appendix 7	
	RECOMMENDED CONTRACT TERMS					
CORPORATE LEGAL ETHICS & COMPLIANCE	Policy Owner:	Associate General Counsel - Compliance				
	Effective Date:	2015-Jun-17	Rev: 6	Page 1 of 2		

Recommended Provisions for Third Party Agreements

Whenever possible and depending on the specific factual circumstances of each Business Partner [Third Party], Regal will also consider including the following additional provisions:

2.6 Accuracy and Reliance of the Regal upon [Third Party's] Due Diligence. In connection with the Regal's selection of [the Third Party], [the Third Party] has provided the Regal with certain information and executed a questionnaire and made certain certifications hereto attached (collectively, the "Anti-corruption Due Diligence Information"). [The Third Party] represents and warrants to the Company that the Anti-corruption Due Diligence Information is accurate and complete in response to the Regal's request for such information, and contains no inaccuracies, misstatements or omissions that would render any of the representations or warranties of [the Third Party] under this Agreement incomplete or inaccurate in any material respect. [The Third Party] expressly understands that in entering into the Agreement, Regal is relying upon the accuracy and completeness of the Anti-corruption Due Diligence Information and believes and expects that [the Third Party] will maintain its ethical conduct and avoid any action or failure to act that might result in Regal being subject to liability for a violation of the FCPA, U.K. Bribery Act or any other applicable anti-corruption or other law.

2.8 [Third Party's] Continuing Obligation to Advise. [The Third Party] agrees that should it learn or have reason to know of: (i) any payment, offer, or agreement to make a payment to a Public Official for the purpose of obtaining or retaining business of Regal under the Agreement or otherwise, or (ii) any other development during the term of the Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of [the Third Party] hereunder given or made as of the date hereof or at any time during the term of the Agreement, relating to the FCPA or other law prohibiting corruption, bribery or fraud, [the Third Party] will immediately advise _____, in writing of such knowledge or suspicion and the entire basis known to [the Third Party].

2.9 [Third Party's] Continuing Duty to Disclose Governmental Ownership. In the event that during the term of the Agreement a Public Official acquires an interest of any sort or nature, direct or indirect, in [the Third Party] or in the Agreement, [the Third Party] covenants and agrees to make immediate, complete and accurate written disclosure to the Company thereof, and that following such disclosure, the Agreement shall immediately become terminable by Regal upon written notice to [the Third Party] subject to the provisions of Section ___ of the Agreement.

2.10 Indemnification. [The Third Party] agrees to indemnify and hold Regal and its respective officers, directors, employees, successors and assigns, harmless against any and all claims, demands, suits, damages or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of any acts or omissions of [Third Party] or any of its directors, officers, employees, representatives or agents, arising out of any (i) breach of any of [the Third Party's] representations, warranties or covenants set forth in this Agreement, (ii) violation by [the Third Party] of any applicable law, regulation or order, including but not limited to the FCPA or the U.K. Bribery Act; or (iii) violation by the Company of any applicable law, regulation or order, including but not limited to the FCPA or U.K. Bribery Act, if such violation by the Company is a direct result of any action or failure to act of [the Third Party] or any of its directors, officers, employees, representatives or agents.

2.11 Regal's Right to Disclose. In the event that Regal concludes, in its sole opinion, in good faith, that [the Third Party] has violated the FCPA, Regal may terminate the Agreement and may disclose the FCPA violations to any relevant governmental authority, including, but not limited to, the U.S. Department of Justice, the U.S. Securities and Exchange Commission or the U.K. Serious Fraud Office.

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