



Daniel J. Edelman Holdings, Inc.

Anti-Corruption Policy for Third Party Business Relationships

Effective Date: 9-13-2017

Contact the Global Compliance Officer, Global Compliance Coordinator, Regional Compliance Director, your local HR representative or email compliance@djeholdings.com if you have any questions, comments or suggestions regarding this policy.

<p>Overview</p>	<p>The purpose of this policy is to help ensure those subcontractors, freelancers, agents, affiliates, consultants or other third party business relationships (“Third Parties”) who may be working on behalf of DJE Holdings¹ (“DJEH”) live up to DJEH’s commitment to conducting all business transactions with honesty and integrity.</p> <p>This policy applies to engagements where Third Parties work on behalf of any DJEH office worldwide.</p> <p>DJEH will not use Third Parties to conduct business in a manner that would violate applicable anti-corruption statutes or any other law or regulation. DJEH’s Third Parties are held to the same standard as its own employees.</p> <p>In this regard, Third Parties will not take any action that may be interpreted to be an improper inducement (gift, bribe, kickback, etc.) in order to obtain or retain business, or to otherwise induce an individual to act (or refrain from acting) in violation of the duties or responsibilities that they are expected to perform impartially and in good faith.</p> <p>Failure to follow this policy can result in immediate termination of the Third Party’s engagement and, in some cases, can subject DJEH, its employees, and that Third Party to significant civil and criminal liabilities.</p>
<p>Payments, Gifts or Other Items of Value</p>	<p>DJEH, its employees, and its Third Parties will never directly or indirectly offer, authorize, promise, provide or agree to provide payments, gifts, contributions, bribes, rebates, payoffs, kickbacks or anything else of value in order (i) to obtain or retain business for or with, or direct any business to, any entity or individual; (ii) to obtain favorable treatment, special concessions or other improper business advantage; or (iii) to influence that person to act, make a decision, exercise discretion, pass judgment, fail to act, or make an omission in breach of a duty of good faith, impartiality or trust (“Prohibited Payments”).</p> <p>This applies to all transactions, whether governmental, commercial, or other. It also applies to transactions with any 3rd party person acting in an official capacity on behalf of any such governmental or commercial organization or individual.</p> <p>It is also a violation of this policy to offer, authorize, promise, provide or agree to provide any payment or anything else of value to any third party while knowing, or where one reasonably ought to have known under the circumstances, that all or a portion of the payment or value provided may be used to make a Prohibited Payment.</p> <p>There is no “materiality” standard that applies to this policy. Any violation, regardless of the amount of money involved, is considered serious.</p>

¹ Daniel J. Edelman Holdings, Inc. includes Daniel J. Edelman, Inc., StrategyOne, Inc. d/b/a Edelman Intelligence, Zeno Group, Inc., Assembly Media, Inc., Matter, Inc., United Entertainment Group Holdings, LLC, Edible, Inc., Edelman Miami Latin America Corp., The H & W Group, Inc. d/b/a Salutem, The R Group Public Relations Company, Inc. d/b/a Revere, First & 42nd, Inc., and all operating companies and divisions, including such divisions as First@Edifi, BioScience Communications and DJEScience, under the Edelman family of companies (collectively referred to as “DJE Holdings” or “DJEH” in this document).

<p>Promotional Gifts and Expenses</p>	<p>Providing promotional and marketing expenses may be customary in business-to-business transactions. However, these activities are often significantly restricted or even entirely prohibited by law when doing business with governments. Because of this, promotional gifts and expenses, such as those discussed below, that may be provided to government officials or government employees must be approved <u>in advance</u> by the DJEH Global Compliance Officer to help ensure that they do not violate anti-corruption or other applicable laws.</p> <ul style="list-style-type: none"> • Promotional and Marketing Expenses – Reimbursement for reasonable and bona fide meal or travel related costs that are directly related to the promotion, demonstration, or explanation of our services, or the execution of our contract may be allowable under some circumstances. However, abuse of these expenditures can sometimes lead to charges of corruption. • Promotional Gifts - Promotional gifts of nominal value (e.g., small items bearing DJEH's or a client's logo or trademark) that are given as a courtesy, as a token of regard or esteem, or to promote goodwill are often customary and may be allowed by applicable local law. However, gifts or other items of value may not be given where prohibited by law or in an attempt to influence a third party decision maker's actions or decisions in his or her official capacity.
<p>Facilitation Payments</p>	<p>In some countries, it may be common for some companies to be asked for <u>nominal</u> facilitation payments to <u>low-level</u> government personnel in order to obtain timely performance of routine government services that the official is otherwise legally obligated to provide. These routine services (which generally do not involve decision making on the part of an official) may include things such as:</p> <ul style="list-style-type: none"> • Processing governmental papers, such as visas and work orders; • Issuing a permit, license or other official document to qualify a person to do business in the country or location; • Providing public services, such as police protection or mail services; • Providing utility services, such as phone, power or water supplies; or • Actions of a similar nature. <p>Applicable anti-corruption laws often differ in whether or not they allow facilitation payments. In most cases, facilitation payments are illegal and as such DJEH does not permit these types of payments. Exceptions to this policy can only be made with written approval from the DJEH Legal or Compliance Department before taking any action.</p> <p>If approved, the facilitation payment must be recorded in the Third Party's business records, with appropriate descriptions and supporting documentation that clearly and appropriately reflect the nature of the payment.</p>
<p>Accounting Books and Records</p>	<p>Invoices, expenses, and other business records related to the Third Party's engagement with DJEH must be accurate, complete, and contain sufficient detail to properly reflect the nature of the underlying transactions or activity.</p> <ul style="list-style-type: none"> • All expenses must be pre-approved in writing by DJEH and in compliance with DJE's and the client's travel and other policies. • The Third Party, in cooperation with DJEH, shall ensure that the Third Party's invoices and supporting documentation are accurate, complete

	<p>and contain sufficient detail to properly reflect the nature of the underlying transactions or activity.</p> <ul style="list-style-type: none"> The Third Party's supporting documentation related to the engagement shall be made available for review by DJEH, or DJEH's designee, upon request.
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Political and Charitable Donations	<p>The prohibition against improper payments or inducements also applies to political and charitable donations made by DJEH, its employees or its Third Parties where the intent is to influence the discretionary action of another party. This also applies to pro bono work provided to not-for-profit or other organizations.</p>
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Due Diligence and Contracting with Third Parties	<p>Commercially reasonable due diligence procedures by DJEH and/or its agents may be required when Third Parties are to be engaged in client work on behalf of DJEH. This may include, but is not limited to, some or all of the following:</p> <ul style="list-style-type: none"> Third Party Due Diligence Questionnaire - The DJEH account team may be required to perform a business check on Third Parties. As part of this business check, Third Parties will complete Part I of the DJEH Third Parties Due Diligence Questionnaire. This form must be filled out completely and signed by the Third Party to certify as to the accuracy and completeness of the information provided. Independent Contractor Agreement - The Independent Contractor Agreement between DJEH and the Third Party may be required to include some or all of the following provisions: <ul style="list-style-type: none"> The Third Party understands and agrees to comply with the requirements of applicable anti-corruption statutes as well as this Policy. All payments to or from the Third Party will be made through a check or bank transfer. No cash transfers are allowed. All payments will be made directly to the Third Party, not through other parties, and sent to an address or bank that is either in the country where the Third Party performed the work or in the country of the Third Party's registered address. The Third Party will not employ another subcontractor without the prior written consent of DJEH. Compensation provided to the Third Party is for the Third Party's sole benefit and may not be transferred or assigned, in whole or in part, to any other party without the express written consent of DJEH. The Third Party will not make any payments to other parties on behalf of DJEH without express written consent of DJEH. The Third Party is not authorized to enter into contracts or agreements on behalf of DJEH or to otherwise create obligations of DJEH to other parties unless expressly authorized in writing by DJEH. <p>Third Parties cannot perform work on behalf of DJEH with government agencies, ministries, or businesses owned wholly or in part by a government unless there is a signed Independent Contractor Agreement</p>
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	<p>(or other applicable form of contract) which contains the required anti-corruption compliance provisions.</p> <ul style="list-style-type: none"> Information on Policies and Applicable Laws - DJEH will provide the Third Party with a copy of the DJEH “Anti-Corruption Policy for Third Party Business Relationships” and a “Summary of Global Anti-Corruption Statutes Applicable to DJEH Offices Worldwide”. <p>The Third Party shall provide copies, or access to electronic copies, of these documents to its directors, partners, and employees who will be assigned to work on the DJEH engagement. The Third Party will ensure that these individuals have read, understand, and agree to comply with the requirements set forth in these materials.</p> <ul style="list-style-type: none"> Periodic Certification - For engagements lasting longer than one year, the Third Party may be required to provide additional periodic certifications regarding compliance with applicable anti-corruption statutes and this Policy upon request by DJEH. <p>If a Third Party is asked to provide any of the following and refuses to do so, then DJEH may at its sole discretion choose not to use the Third Party on some or all client engagements.</p>								
<p>Reporting Suspected Violations or Questionable Activity</p>	<p>Remember that DJEH, its employees, or its Third Parties do not have to be directly involved with an improper payment or inducement in order to be implicated in the activity. In fact, companies and their Third Parties don't even need to have direct knowledge of improper activity in order to be held liable for a violation. Failure to implement adequate controls to prevent violations of anti-corruption laws may be enough. So can either willful or negligent disregard of warning signs that should have raised questions about the existence of improper behavior. Willful ignorance is not excused, nor is it a valid excuse for someone to claim to be following orders.</p> <p>If you suspect a questionable payment, gift or inducement may have occurred or is anticipated which may violate applicable anti-corruption statutes or this policy, or if you believe that some of the control procedures established in this policy have not been implemented properly, you must immediately report it the DJEH Office of the General Counsel as follows:</p>								
	<table border="1"> <tr> <th colspan="2" style="text-align: center;">Office of the General Counsel</th> </tr> <tr> <td>Shan Bhati</td> <td>312-233-1332</td> </tr> <tr> <td>Peter Petros</td> <td>312-233-1306</td> </tr> <tr> <td>Mailing Address</td> <td>200 East Randolph Drive, 62nd Floor Chicago, IL 60601 USA</td> </tr> </table>	Office of the General Counsel		Shan Bhati	312-233-1332	Peter Petros	312-233-1306	Mailing Address	200 East Randolph Drive, 62 nd Floor Chicago, IL 60601 USA
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<p>Anti-Corruption Training</p>	<p>Third Party shall be provided a copy of the DJEH “Anti-Corruption Policy for Third Party Business Relationships”, the “Summary of Global Anti-Corruption Statutes Applicable to DJEH Offices Worldwide”, and (where applicable) information on other applicable national, regional or local anti-corruption statutes to individuals who will be involved on the engagement on behalf of DJEH.</p>								

