

## **NATGAS GLOBAL RESOURCES INC. - FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL TRADE CONTROLS POLICY**

It is the policy of the NATGAS GLOBAL RESOURCES INC. group companies (collectively the “**Company**”) to comply in all respects with the United States Foreign Corrupt Practices Act, as hereinafter more fully defined (the “**FCPA**”), and all applicable United States and other countries’ applicable laws and regulations governing international trade, as hereinafter more fully described (collectively “**International Trade Controls**”). It is the further policy of the Company to require and bind persons with whom the Company transacts business (“**Business Partner(s)**”) to comply in all respects with the FCPA and International Trade Controls. All information that has been or at any time hereafter is supplied to the Company by Business Partners is and shall be complete, truthful and accurate. Business Partners shall not obtain on behalf of the Company or provide to the Company any information which is not legally available in any location or which is procurement-sensitive, proprietary, or classified where there is a reason to believe that possession of such information is unauthorized, illegal or unethical.

The ownership of the account to which any monies paid by the Company under any agreement with a Business Partner shall be wired or deposited shall, both at the time of contracting and for so long as such agreement is in force, always be owned solely by the Business Partner and shall not ever be owned in whole or in part, directly or indirectly, by or for the benefit of: (a) any official, employee, or active member of the armed services of a non-U.S. governmental body or government; (b) an official or employee of a non-U.S. governmental body; (c) an official of a political party, or a candidate for political office in a non-U.S. governmental body; (d) an officer, director, or employee or an “affiliate” (as defined in regulations under the United States Securities Exchange Act of 1934) of a customer of the Company; or (e) any person, directly or indirectly, to whom payment of any remuneration under any agreement would cause the Company to be in violation of any applicable law, regulation or administrative requirement, including but not limited to the FCPA.

As of the date of any agreement between the Company and any Business Partner, and so long as any such agreement is in force, no Business Partner nor any of such Business Partner’s owners, employees, directors, managers or officers may be: (i) an official, employee, or active member of the armed services of a non-U.S. governmental body or government; (ii) an official or employee of a non-U.S. governmental body; (iii) an official of a political party, or a candidate for political office in a non-U.S. governmental body; or (iv) an officer, director, or employee or an “affiliate” (as defined in regulations under the United States Securities Exchange Act of 1934) of a customer of the Company. Further, so long as any such agreement is in force, no non-U.S. governmental official, and no official of any non-U.S. government agency or instrumentality,

is or will become associated with, or will have any legal or beneficial interest in such agreement or the payments made by the Company thereunder.

A Business Partner shall at all times warrant that it is fully qualified to assist the Company under the laws, regulations and administrative requirements of the place in which the applicable business between the Company and the Business Partner is transacted; and, to the extent required by applicable law, regulation or administrative requirement, the Business Partner shall have obtained all licenses and/or permits, and completed all registrations, in such place where such business is transacted as may be necessary or required to perform the duties of the Business Partner as set forth in any agreement between the Company and the Business Partner.

No Business Partner shall have nor shall it assign, directly or indirectly, any portion of any remuneration paid to it by the Company to anyone in violation of any applicable law, regulation or administrative requirement, including but not limited to the FCPA. No Business Partner shall have, pay or tender, directly or indirectly, any commission, finder's or referral fee to any person or firm in connection with its activities on behalf of the Company. In respect of any business for which it provides or may have provided services to the Company, Business Partners shall not offer to pay, agree to pay, or pay, directly or indirectly, any political contributions or donations (charitable or other).

Business Partners shall be familiar with, have read and understood, and comply in all respects with, the laws, regulations and administrative requirements of the United States applicable to the Company's relationship with it, including but not limited to (1) the FCPA (Act of December 19, 1977, Pub. L. No. 95-213, 91 Stat. 1494, as such is amended and may be amended from time to time, and (2) International Trade Controls including the: (a) International Traffic in Arms Regulations (“**ITAR**”) (22 C.F.R. Parts 120-130); (b) Export Administration Regulations (“**EAR**”) (15 C.F.R. Parts 730-799); (c) U.S. embargo and sanctions laws enforced by the Office of Foreign Assets Control, U.S. Department of Treasury (such Office also known as “**OFAC**”), contained in 31 C.F.R., Subtitle B, Chapter V and that restrict trade and other transactions with Cuba, Iran, North Korea, Russia (Crimean Region since Dec. 2014), Sudan and Syria, and other countries, entities, and individuals; and (d) United States anti-boycott laws, including Section 999 of the Internal Revenue Code, all as such have been and may be amended from time to time. Business Partners will complete, sign and return to the Company, as either or both may apply, the (1) so-called “FCPA Disclosure Statement” and (2) the U.S. Department of Commerce form of “Statement by Ultimate Consignee and Purchaser” (also known as “**Form BIS-711**”), with any executed contract or agreement and will immediately provide the Company with any supplementary report requested by the Company. The Company shall not be bound by any such agreement until the Company has received from the Business Partner the FCPA Disclosure Statement and the Statement by Ultimate Consignee and Purchaser in connection with any such agreement.

Any Business Partner with whom the Company does business shall comply, and shall continue to comply, with the laws, regulations and administrative requirements of the place in which business is transacted (except to the extent inconsistent with, or penalized under United States laws, regulations or administrative requirements), including but not limited to the FCPA and International Trade Controls, in its performance of its obligations under any agreement with the Company, and shall have and shall continue to at all times conduct itself and its affairs in a manner so as not to cause a violation of or subject the Company to, any penalties under United States or foreign laws, regulations or administrative requirement, including but not limited to the FCPA and International Trade Controls. No Business Partner shall ever permit to be made (or knowingly allow a third party to make) any improper payments, or perform any unlawful act, including but not limited any act that does not fully comply with the FCPA and the International Trade Controls. To that end, a Business Partner will execute all the certifications required by the Company, including those required under any given agreement with the Company, and shall agree to furnish such further certificates as may be requested from time to time by the Company. Failure or refusal to promptly furnish any certificate or disclosure upon request by the Company will be the basis for immediate termination of any agreement between the Company and the Business Partner. Further, the Business Partner will give prompt notice to the Company in the event that at any time during the term of any such agreement the Business Partner fails to comply with or has breached any of its representations or warranties hereunder or made under any such agreement.

A Business Partner shall be made aware of the Company's policies pertaining to international sales transactions and relations with customers and suppliers and shall acknowledge receipt of the Company's "**Code of Conduct**" and shall represent that it understands the contents of such Code. By execution of any agreement between the Company and any Business Partner, the Business Partner shall warrant and certify that it fully understands the Company's policies with respect to international sales transactions and to relations with customers and suppliers, and will do nothing in connection with its performance under any such agreement that may be perceived to be and/or will be in conflict with such policies or the Company's Code of Conduct.

All Business Partners with whom the Company does business shall fully support the Company's and its owners' activities to prevent violations of applicable laws, regulations and administrative requirements; and further, in carrying out its duties under any agreement between the Company and a Business Partner, a Business Partner shall, among other things, exercise diligence in selecting employees or third-party providers, and shall provide appropriate training to them and monitor their performance to ensure compliance with such laws, regulations and requirements.

A Business Partner shall at all times warrant that it has not made, and will not make, authorize or offer any payment or donation or give anything of value (including political or charitable contributions, gifts, or payment for entertainment or travel), directly or indirectly, to any foreign official, political party or affiliate



thereof, candidate of political office or to any other third party knowing or having reason to know that the payment will be made or directed (either directly or indirectly) to one of the above persons for the purpose of influencing that person to use his or her authority to sway a governmental act or decision or to obtain or retain any business in favor of or for the benefit of the Company.

A Business Partner warrants that it will maintain accurate, complete and timely books and records reflecting receipts and disbursements in accordance with generally accepted accounting principles, and that such books and records shall be fully compliant with the requirements of the FCPA and those requirements adopted by the U.S. Securities and Exchange Commission (as revised from time to time), as the latter may apply. All requests for payment of any remuneration from the Company will fully, clearly and accurately describe and otherwise reflect in all respects the facts, activities and transactions relating thereto.