

# Company Compliance Program

- Module 1: General Business Conduct, Ethics, Conflicts of Interest**
- Module 2: US FCPA**
- Module 3: Sanctioned Countries and SDN's**

## **MODULE 1 BUSINESS CONDUCT / COMPLIANCE PROGRAM**

BTSOFT LLC depends on exemplary conduct of its employees and management to reinforce its good name in the industry. Without a good name and reputation, BTSOFT LLC and the families that depend on it cannot succeed.

Compliance with laws and BTSOFT LLC policies and best practice is mandatory and is not an option for any employee.

The BTSOFT LLC Compliance Policy is designed to protect the company and its employees and to ensure solid steady corporate growth that is free of conflicts of interest, violations of law, dishonesty and ethical misconduct.

BTSOFT LLC relies on all of its employees and internal processes to maintain ethical, legal and fair conduct in all business dealings with customers, business partners and vendors. All BTSOFT LLC employees have an obligation to take a personal interest and responsibility for protecting BTSOFT LLC's good name by:

Knowing the best practices of good work behavior:

Before taking any actions on behalf of BTSOFT LLC, every employee must have learned BTSOFT LLC's company policies, legal policies and company procedures. Without having read and understood BTSOFT LLC's complete compliance policy rules and guidelines, employees are not permitted to take action on behalf of BTSOFT LLC.

- Abiding by all local and international laws, follow the policies and procedures of the Company, behave ethically and respectfully towards all other personnel both inside and outside of BTSOFT LLC.
- Upholding the highest ethical standards while under the employ of BTSOFT LLC.
- Employees are also required to hold vendors, customers and partners to high ethical standards.

Questioning and reporting any activities by either employees of BTSOFT LLC, vendors, customers or business partners that may be in violation of BTSOFT LLC standards of practice: Each employee should report, illegal, dishonest or unethical actions by the company or any of its employees, representatives, or customers and vendors.

Contacting the Compliance Committee with questions at any time. Ask a question and wait for an answer before taking actions if a matter is questionable. Visit BTSOFT LLC's compliance resource page at <https://www.jetfueltenders.com/compliance-policy/>

BTSOFT LLC – COMPLIANCE PACKAGE

---

## **BTSOFT LLC GUIDE TO BUSINESS CONDUCT To be provided to Customers and Vendors**

### **EMPLOYEE CONDUCT**

Our business at BTSOFT LLC is based on professionalism reflected in standards of work and ethics. Our professionalism translates to respect for each other as well as respect for laws, policies and procedures that exist to strengthen our performance, relationships and future ethical success.

All BTSOFT LLC employees must therefore comply with the company's policies. No person may ask any BTSOFT LLC employee to break the law, or go against the company's policies and procedures.

#### **Health and Safety**

BTSOFT LLC and its employees will not risk health or safety for profit or other gain. Employees must not use, own or deal with illegal drugs while employed by BTSOFT LLC. Employees are not permitted to work if under the influence of alcohol or illegal drugs or drugs that cause drowsiness or lack of awareness. Employees who create unsafe work conditions for themselves or others or who threaten or act violently while at work shall be immediately terminated.

#### **Mutual Respect and Diversity**

Diversity is an asset to BTSOFT LLC. Employees must respect all people with whom they work regardless of culture, race, background, education, etc.

#### **Harassment**

BTSOFT LLC does not tolerate any form of harassment whatsoever. Harassment is defined but not limited to these examples:

- Jokes, insults, threats, and other unwelcome actions about a person's race, color, gender, age, religion, national origin, ancestry, sexual orientation, citizenship, disability, veteran status, social or economic status or educational background.
- Unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature, or the display of sexually suggestive objects or pictures.
- Verbal or physical conduct that upsets another's work performance or creates a fearful or hostile work environment.

### **CONDUCT INVOLVING OUR BUSINESS PARTNERS**

Our values, honesty, and behavior do not stop with our actions, or in our company. We expect the same from our suppliers, customers and others who do business with us.

#### **Conflicts of Interest**

- No employee should represent BTSOFT LLC in a business deal if he or she, a family member or a close friend has a financial interest.
- No employee should take any business action for personal benefit, or to benefit a relative or close friend.

## **Proper Use**

No receipt or payment of funds, property, service or anything else of value shall be received by, or made by, BTSOFT LLC if it will be used for any unlawful purpose or for any purpose other than described in the documentation that supports the transaction.

## **Gifts and Entertainment**

- No gift, favor, or entertainment should be accepted or provided if it will obligate or appear to obligate the person who receives it.
- Receiving or giving gifts of cash or cash equivalents is never allowed.
- Company employees may accept or give gifts, favors and entertainment only if they meet all of the following criteria:
  1. They are not against the law or the policy of the other parties' company.
  2. They are consistent with customary business practices in the country or industry.
  3. They are reasonably related to business relationships.
  4. They do not cost too much, and are consistent with any existing Business Unit guidelines.
  5. They cannot be viewed as a bribe, payoff or improper influence.
  6. Public disclosure of the facts would not embarrass the company or the employee.
  7. They do not violate our business values or ethics in any other manner.
- It is never acceptable to request or ask for personal gifts, favors, entertainment or services.
- To prevent conflicts around gift giving, it is often helpful at the start of a business relationship to discuss what is not allowed.

## **Fair Competition and Antitrust**

BTSOFT LLC representatives may not discuss or enter into a formal or informal agreement with any competitor about prices, or matters affecting price, production levels or inventory levels, bids, or dividing production, sales territory, products, customers or suppliers.

Agreements with customers or suppliers that establish the resale price of a product, limit a customer's right to sell products, or condition the sale of products on an agreement to buy other BTSOFT LLC products are not allowed in many jurisdictions.

## **Sharing Information**

Unless sharing information with external suppliers and customers is against the law, or company or business practice, BTSOFT LLC encourages sharing information when it may improve the quality, or use of, our products. If BTSOFT LLC proprietary information is given outside the company, Employees shall make sure a written confidentiality and non-disclosure agreement is prepared and signed and that proper controls are established to manage the flow of information.

## **Gathering and Using Competitive Information**

BTSOFT LLC employees:

- May only gather information by legal means.
- Must never use any illegal or unethical means to get information about other companies.
- Will not share confidential information from suppliers or customers with anyone outside BTSOFT LLC without written permission.

- will be sure to follow the terms and conditions of agreements that are signed to protect information.

### **Customer Relations**

- BTSOFT LLC and its Employees will compete for business in a normal professional manner that is aggressive and legal
- BTSOFT LLC and its Employees shall not misrepresent itself, its personnel, its services or its pricing.
- BTSOFT LLC and its Employees shall not make any false claims about competitors and their services and pricing.
- BTSOFT LLC and its Employees will follow local government regulations in the provision of products and services to clients.

### **Compliance with Applicable Law**

- BTSOFT LLC and its Employees must follow all laws, regulations and company policies that govern their work. Laws and regulations may differ, depending on the country or state in which we work. No excuse or pressure justifies breaking the law. Do not use a consultant, representative or contractor to break the law. In some countries, certain conduct is banned but the ban is not currently enforced. This does not excuse any illegal action by a BTSOFT LLC employee.
- BTSOFT LLC and its Employees shall base all purchase decisions on the best value received by BTSOFT LLC for itself and its clients. Purchase of goods and services shall be evaluated only on the merits of price, quality, performance and suitability.
- BTSOFT LLC and its Employees shall avoid reciprocal agreements or exchange of favors. The fee or price paid for goods and services by BTSOFT LLC must represent the value of the goods or services provided.

### **BTSOFT LLC and its Employees will not knowingly use suppliers who participate in the following activities:**

- Supply unsafe products or services.
- Break laws or regulations.
- Use child labor or forced labor.
- Use physical punishment to discipline employees, even if when it is allowed by local law.

### **Money Laundering**

Money laundering is the process by which individuals or entities try to conceal unlawful funds, or otherwise make these funds look legitimate. BTSOFT LLC and its Employees will not condone, facilitate or support money laundering.

### **Anti-Corruption**

BTSOFT LLC policy prohibits bribery, or giving money or anything of value directly or through other parties, to any government official in order to influence their decision. Due to links with the United States by various means, BTSOFT LLC shall adopt a comprehensive Compliance Program the specifically addresses compliance with the United States "Foreign Corrupt Practice Act."

### **International Trade**

Since BTSOFT LLC has links to the United States, all BTSOFT LLC locations must comply with economic sanctions and trade embargoes imposed or approved by the United States Government.

### **CONDUCT REGARDING OUR BUSINESS RESOURCES**

BTSOFT LLC's shareholders trust the Employees to properly operate, buy, sell, use and protect the assets of the company, and to respect the property and rights of others.

### **Accuracy of Records and Reports**

Employees shall be sure that any document, statement or communication they prepare or sign is correct and truthful.

### **Intellectual Property and Copyrighted Material**

- BTSOFT LLC and its Employees will respect and honor the intellectual property rights of others. We will not use the patent rights of others without first obtaining a license or the approval of BTSOFT LLC legal counsel.
- Copyright laws protect many materials used in the course of our work. We may not reproduce, distribute, or alter copyrighted materials owned by others unless we have prior permission.

### **CONDUCT INVOLVING OUR COMMUNITIES**

BTSOFT LLC will be a good community partner. We will positively add to the communities where we do business.

## Code of Ethics - BTSOFT LLCLtd .

BTSOFT LLC, Limited will conduct its business honestly and ethically wherever we operate in the world. We will constantly improve the quality of our services, products and operations and will create a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. **No illegal or unethical conduct on the part of officers, directors, employees or affiliates is in the company's best interest.** BTSOFT LLC will not compromise its principles for short-term or long-term advantage. The ethical performance of this company is the sum of the ethics of the men and women who work here. Thus, we are all expected to adhere to high standards of personal integrity.

Officers, directors, and employees of the company must never permit their personal interests to conflict, or appear to conflict, with the interests of the company, its clients or affiliates. Officers, directors and employees must be particularly careful to avoid representing BTSOFT LLC in any transaction with others with whom there is any outside business affiliation or relationship. Officers, directors, and employees shall avoid using their company contacts to advance their private business or personal interests at the expense of the company, its clients or affiliates.

No bribes, kickbacks or other similar remuneration or consideration shall be given to any person or organization in order to attract or influence business activity. Officers, directors and employees shall avoid gifts, gratuities, fees, bonuses or excessive entertainment, in order to attract or influence business activity.

Officers, directors and employees of BTSOFT LLCLtd. will always follow the laws of any country in which they are conducting business.

Officers, directors and employees of BTSOFT LLCLtd. will often come into contact with, or have possession of, proprietary, confidential or business-sensitive information and must take appropriate steps to assure that such information is strictly safeguarded. This information – whether it is on behalf of our company or any of our clients or affiliates – could include strategic business plans, operating results, marketing strategies, customer lists, personnel records, upcoming acquisitions and divestitures, new investments, and manufacturing costs, processes and methods. Proprietary, confidential and sensitive business information about this company, other companies, individuals and entities should be treated with sensitivity and discretion and only be disseminated on a need-to-know basis.

Officers, directors and employees will refrain from gathering competitor intelligence by illegitimate means and refrain from acting on knowledge that has been gathered in such a manner. The officers, directors and employees of BTSOFT LLCLtd. will seek to avoid exaggerating or disparaging comparisons of the services and competence of their competitors.

Officers, directors and employees will obey all Equal Employment Opportunity laws and act with respect and responsibility towards others in all of their dealings.

Officers, directors and employees will remain personally balanced so that their personal life will not interfere with their ability to deliver quality products or services to the company and its clients. Officers, directors and employees agree to disclose unethical, dishonest, fraudulent and illegal behavior, or the violation of company policies and procedures, directly to management.

Violation of this Code of Ethics can result in discipline, including possible termination. The degree of discipline relates in part to whether there was a voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation. Remember that good ethics is good business.

## BTSOFT LLC Business Ethics and Conduct STATEMENT BY OFFICER/DIRECTOR/EMPLOYEE

---

1. I have read the entire the Company Compliance Program and Code of Ethics of BTSOFT LLC and hereby state I understand the policies and program and agree to abide by all the standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you aware of any illegal, unethical or improper practices or conduct anywhere within this Company?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to the preceding question is "yes", list here, in full and complete details, all such practices

---

---

---

---

1. Have any threats or promises been made to you in connection with your answers to the questions on this form?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes" please identify them in full and complete detail and notify company management immediately.

---

---

---

---

I understand that I am required to report any illegal, dishonest or unethical actions by the company or any of its employees, representatives, or customers / vendors which come to my attention to the Compliance Committee [compliance@jetfueltenders.com](mailto:compliance@jetfueltenders.com)

I declare under penalty and perjury, under the laws of the \_\_\_\_\_ of \_\_\_\_\_ that the forgoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_.

EMPLOYEE COMPANY

---

Authorized Signature

---

Authorized Signature

---

Print Name and Title

---

Print Name and Title

---

or conduct. (Use additional pages if necessary.)



BTSOFT LLC, (DBA jetfueltenders.com)  
113 Barksdale Professional Center Newark, DE 19711 USA

# **BTSOFT LLC, LTD.**

## **ANTI-CORRUPTION/ANTI-BRIBERY COMPLIANCE POLICY**

### **Module 2**

(Updated as of January 10, 2021)

**BTSOFT LLC, LTD.**  
**ANTI-CORRUPTION/ANTI-BRIBERY COMPLIANCE POLICY**

**I. Introduction: What is the compliance policy and why does BTSOFT LLC need it?**

The nature of the airline industry requires BTSOFT LLC (together with all of its subsidiaries), to operate in a wide range of legal and business environments, some of which may challenge BTSOFT LLC's firm commitment to conduct business legally and ethically.

This Anti-Corruption/Anti-Bribery Compliance Policy (this "Policy") sets forth BTSOFT LLC's policies and procedures to ensure compliance with U.S. and international anti-corruption/anti-bribery laws. The main anti-corruption/anti-bribery law in the United States is the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"). The FCPA contains anti-corruption/anti-bribery, record-keeping and other provisions that are covered by this Policy. **This Policy applies to all employees and all branches of BTSOFT LLC throughout the world.**

There are two basic rules of the FCPA:

- 1. No U.S. citizen or company may bribe any foreign (i.e. non-U.S.) official, and no officer, director, stockholder, employee or agent or other representative acting on behalf of a U.S. citizen or company may bribe any foreign official; and**
- 2. A publicly-traded U.S. company operating overseas must maintain strictly accurate and complete books and records and adequate internal accounting controls.**

It is BTSOFT LLC's policy to comply fully with these two rules and all other aspects of the FCPA and applicable local laws of international jurisdictions. The practices prohibited by the FCPA are practices that are usually prohibited under local laws as well. **Therefore, it is BTSOFT LLC's policy that neither BTSOFT LLC nor any of its employees, agents or business partners shall make, promise or authorize any gift or payment, or offer anything of value on behalf of BTSOFT LLC, to a foreign official or to any third person (such as a consultant) who, in turn, is likely to make a gift or payment, or offer anything of value, to a foreign official, except as set forth in this Policy. Further, personal funds must not be used to accomplish what is otherwise prohibited by BTSOFT LLC's policy.**

On the surface, the requirements and prohibitions of this Policy seem straightforward. However, in practice, anti-corruption/anti-bribery issues are often more difficult. While operating overseas, you, as a BTSOFT LLC employee, may frequently come into contact with foreign officials. These foreign officials may include airport authorities, civil aviation officials, customs officials, airport operators, local tourism representatives, tax and labor officials and even third-party suppliers if associated with the government. **Any improper gifts, payments or offers of anything of value to any of these officials could violate this Policy, even if done unintentionally.**

This Policy, which sets forth BTSOFT LLC's anti-corruption/anti-bribery policies and procedures in detail, extends to BTSOFT LLC's worldwide operations, including operations conducted by any departments, subsidiaries, agents, consultants and other representatives. Every BTSOFT LLC employee, agent or representative whose duties are likely to lead to involvement in or exposure to any of the areas covered by this Policy is expected to become familiar with and comply with this Policy to avoid inadvertent violations and to recognize potential issues in time for them to be appropriately addressed.

This Policy also extends to all of BTSOFT LLC's financial record-keeping activities.

Anti-corruption/anti-bribery compliance is a requirement of employment with BTSOFT LLC. Training and certifications of compliance with this Policy will be required by every BTSOFT LLC employee whose duties are likely to lead to involvement in any of the areas covered by this Policy. A copy of this Policy will be provided to those employees in connection with anti-corruption/anti-bribery compliance training, and this Policy is available on BTSOFT LLC's Website under "Compliance and/or Corporate Policies." A copy of the form of Employee Certification of Anti-Corruption/Anti-Bribery Policy Compliance required to be completed in connection with anti-corruption/anti-bribery training is attached hereto as **Exhibit A**.

It is important to note that compliance with other U.S. and other applicable local laws is always required and a payment or action permitted under the FCPA may be prohibited by another U.S. law or a law or regulation of the host country. It is BTSOFT LLC's policy that it and its employees comply with all applicable laws and regulations.

## **II. Penalties: What could happen to BTSOFT LLC or me for a violation of the FCPA?**

The penalties for FCPA violations are severe. The FCPA imposes civil and criminal liability on both individuals and corporations. Individuals who willfully violate the accounting provisions of the FCPA, for example, may be fined up to \$1,000,000, imprisoned for up to ten years, or both. Violating the FCPA will also result in discipline by BTSOFT LLC, up to and including termination of employment.

## **III. Scope of the FCPA: To whom does the FCPA and this Policy apply?**

The FCPA prohibits bribes made to foreign officials whether made directly by an employee of a U.S. company or made by a third party representative on behalf of a U.S. company. Therefore, this Policy applies to:

- (i) every BTSOFT LLC employee, regardless of position and geographical location;
- (ii) all of BTSOFT LLC's operations worldwide; and

- (iii) every third-party agent, consultant, representative, supplier or other business associate acting on behalf of BTSOFT LLC.

A U.S. company can face liability under the FCPA or applicable local laws of international jurisdictions for improper payments made by its third party agents or other business associates on its behalf. BTSOFT LLC's reputation for conducting its business using only legal and ethical means can be damaged by a single act by a third party BTSOFT LLC has chosen as its supplier or representative. Further, BTSOFT LLC can be held liable for illegal payments made by third parties acting on its behalf, whether or not BTSOFT LLC knew of the payments. Thus, the integrity of any third party we do business with is essential.

#### **IV. What constitutes an illegal bribe?**

There are three elements under the FCPA that can turn a payment or offer of payment into an illegal bribe:

- (i) **What:** Any act in furtherance of a payment or offer of money, discounts, gifts or "anything of value";
- (ii) **Who:** made to any "foreign official"; and
- (iii) **Why:** in order to "obtain or retain business" or to secure any improper advantage.

Each of these elements is described in detail below.

#### **V. Payments of Value: What is a payment or offer of "anything of value"?**

The FCPA prohibits offering, promising, or giving "anything of value" to a foreign official to get or keep business or secure some other improper advantage. Thus, the prohibition is not limited to cash payments. Gifts, entertainment, excessive business promotional activities, and covering or reimbursing expenses of officials fall within the scope of the statute. In addition, less obvious items provided to foreign officials can violate the FCPA. For example, flight tickets, upgrades and discounts, ticket rules waivers, in-kind contributions, investment opportunities, subcontracts, positions in joint ventures, favorable contract terms, business opportunities, and similar items provided to foreign officials are all things of value that can violate the FCPA and this Policy.

#### **VI. Foreign Officials: Who is a foreign official?**

The following are considered to be foreign officials and any interactions with them should be carefully handled with respect to FCPA concerns:

- Any officer or employee of a foreign government, including local, state or federal officials or their equivalents such as tribal leaders, or of any foreign governmental

- Department, agency or instrumentality (e.g., aviation authority, immigrations, customs, tax, labor, tourism officials, embassy employees);
- Any officer or employee of a company owned *or controlled by* a foreign government or political party;
- Any officer or employee of a "public international organization" (e.g. The World Bank, the International Monetary Fund and the Inter-American Development Bank)
- Any person acting in an official capacity for any of the above (e.g., a governmental dignitary); and
- Any elected official or candidate or party official of any foreign political party.

Thus, any individual falling within the definitions above may be considered to be a “foreign official” under this Policy. Any questions relating to whether an individual is a “foreign official” should be directed to BTSOFT LLC’s Legal Department.

### **VII. Illegal Purpose: How does the purpose of the payment turn it into a bribe?**

For a payment or offer of payment to a foreign official to be considered illegal, it must be made to obtain or retain business or to secure any improper advantage. It is important to remember that any suspect payments or offers of payment will be viewed not only from the perspective of BTSOFT LLC, but also from the perspective of the foreign official to whom the payment or offer was made and under the critical lens of 20/20 hindsight. An improper purpose may be easily inferred even if no such improper purpose actually existed at the time.

Accordingly, it is BTSOFT LLC’s policy that **any request by a foreign official for a payment, gift, upgrade, waiver or discount should be considered a “red flag” for purposes of this Policy.**

The following are situations in which BTSOFT LLC employees and agents must not, directly or indirectly, pay or give things of value to foreign officials:

- To prevent some governmental action, such as the imposition of a large tax or fine, or the cancellation of an existing government contract;
- To obtain a license or other authorization from a government where the issuance involves the foreign official's or his/her government's discretion;
- To obtain confidential information about business opportunities, bids or the activities of competitors;
- To obtain the right to open an office, to secure a zoning ruling or to influence the award of a government contract;

- To influence the rate of taxes that would be levied on BTSOFT LLC's business;
- To obtain relief from government controls;
- To resolve governmental disputes, e.g., the resolution of tax deficiencies or a dispute over duties payable;
- To affect the nature of foreign regulations or the application of regulatory provisions; or
- To secure any improper advantage.

This is only a partial list and many other situations may also constitute potentially illegal situations.

### **VIII. Approval Process: How do I get approval for a payment?**

BTSOFT LLC personnel should not make or authorize any gift, payment or offer of anything of value to any foreign official, except as permitted pursuant to this Policy. In most cases, prior written approval by the Legal Department is required prior to making or offering to make a payment. Some regions will designate a "Local Compliance Officer" who has been specially trained in anti-corruption/anti-bribery compliance to act as an additional resource on anti-corruption/anti-bribery matters. In certain situations, requiring prior written approval as specifically noted in this Policy, such approval may be obtained from *either* the Legal Department or the designated Local Compliance Officer, if one has been designated. If no Local Compliance Officer has been designated for a particular jurisdiction, this alternative is not available and the Legal Department must be consulted.

There are some very limited exceptions--such as reasonable meals and gifts of a nominal value--when items of little value can be given to foreign officials without prior written approval. Whether or not a particular kind of gift or payment requires prior written approval is explained in the following sections of this Policy. To request approval, a BTSOFT LLC employee first must submit to the Legal Department or to the Local Compliance Officer, if applicable, an Anti-Corruption/Anti-Bribery Approval Request Form (in the form attached as **Exhibit B**) that sets forth, if applicable:

- (i) the amount of the proposed payment or value of the proposed gift;
- (ii) to whom the payment is to be made (ie., the name of the individual or his/her title, such as "mailman");
- (iii) the manner/means of payment;
- (iv) whether or not the payment or gift is recurring (and, if so, how often); and

- (v) the purpose of the payment or gift (e.g., “to facilitate installation of the telephone service”).

Until any particular request has been approved in writing, that particular payment or gift for which approval is sought is unauthorized and may not be made.

#### **IX. Facilitating or “Grease” Payments: What are they and can I make them?**

The FCPA allows so-called “facilitating” or “grease” payments to foreign officials made solely to obtain or expedite non-discretionary, routine governmental action. “Nondiscretionary routine governmental actions” are limited to those actions which are ordinarily and commonly obtained from a foreign official, such as obtaining a nondiscretionary permit, expediting lawful customs clearances, obtaining police protection, processing a visa, or obtaining mail pick-up and delivery or phone service, and performing actions that are wholly unconnected to the award of new business or the continuation of prior business. A decision by a foreign official to award new business or to continue business with a particular party would not be a routine governmental action. Whether or not an offer or a payment constitutes a permissible facilitating payment requires the analysis and approval of the Legal Department or Local Compliance Officer, if applicable.

Although the FCPA allows certain small payments to foreign officials under very limited circumstances, it is BTSOFT LLC’s policy that BTSOFT LLC employees and agents may not offer or make any facilitating or grease payments to foreign officials unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been granted. This strict prohibition on facilitating or grease payments is subject to the very limited exception for health and safety described below. Even though this Policy provides an approval process for proposed facilitating payments, it is BTSOFT LLC’s policy that all employees avoid facilitating payments wherever possible.

The ONLY exception to prior written approval for a facilitating payment is where refusal to make such payments places the health and safety of BTSOFT LLC personnel at imminent risk (i.e. at risk of being jailed or deported). In cases where health and safety of BTSOFT LLC personnel or are imminently at risk, and immediate approval of the Legal Department or Local Compliance Officer, if applicable, cannot be obtained, the Country or Regional Director may approve a facilitating payment and submit the documentation after the payment. Any facilitating or grease payment made in accordance with the exception set forth in this paragraph must be promptly submitted on an Anti-Corruption/Anti-Bribery Approval Request Form (Exhibit B) describing in detail the reasons for the payment and why prior approval could not be obtained.

#### **X. Promotional Expenses: What about expenses to promote BTSOFT LLC?**

It is BTSOFT LLC’s policy that BTSOFT LLC employees and agents may authorize a promotional expense or event, including a request for a *per diem* payment, without prior written approval by the Legal Department or Local Compliance Officer, if applicable, for a foreign official *if and only if* the payments or benefits are directly related to either the:

- (i) promotion or demonstration of BTSOFT LLC's products or services; or
- (ii) performance of a particular BTSOFT LLC contract with a foreign government or state-owned company.

Therefore, this Policy permits BTSOFT LLC to pay reasonable and *bona fide* (actual) expenses incurred during promotional activities carried out in connection with the advancement of BTSOFT LLC's international operations, such as BTSOFT LLC's participation in or sponsorship of seminars or educational programs or BTSOFT LLC sponsored tours of its facilities.

If a particular promotional event or expense does not comply with the requirements above, it is BTSOFT LLC's policy that BTSOFT LLC employees may not provide such promotional event or expense to any foreign official unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been obtained.

#### **XI. Upgrades: Can I upgrade a foreign official?**

It is BTSOFT LLC's policy that BTSOFT LLC employees and agents may not authorize an upgrade (from coach to first class or business first) for a foreign official unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been obtained or unless such foreign official would have been otherwise entitled to the upgrade in accordance with BTSOFT LLC's upgrade policy. An upgrade is valued, for purposes of anti-corruption/anti-bribery compliance, from the perspective of the individual receiving the upgrade, not from BTSOFT LLC's perspective. An upgrade usually represents a significant increase in the value of the ticket and thus always requires prior written approval unless it is otherwise justified in accordance with the upgrade policy of the Carrier.

#### **XII. Gifts: Can I give any gift to a foreign official?**

It is BTSOFT LLC's policy that BTSOFT LLC employees are not required to obtain prior written approval for a gift for a foreign *official if and only if* such gift is:

- (i) nominal in value (ie. not exceeding US \$50.00 cumulatively over a one year period to anyone official), and
- (ii) consistent with what is generally considered common courtesy usually associated with ethical business practices.

In determining what is "common courtesy usually associated with ethical business practices," employees should consider the following key questions:

- (i) Is the gift consistent with the host country's law and accepted business practice?
- (ii) Would disclosure of the gift be an embarrassment to either party?; and



- (iii) Is it ethically acceptable?

If a particular gift does not comply with the requirements above, it is BTSOFT LLC's policy that BTSOFT LLC employees may not provide such gift to any foreign official unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been obtained. It is more likely that a proposed gift will be approved if it is a promotional item (*i.e.* item with the BTSOFT LLC logo, such as an BTSOFT LLC model plane, and other small office-type corporate gifts; Shirts, hats, key rings, pens, etc.). Cash is never a permissible gift.

### **XIII. Meals: Can I invite a foreign official to a meal?**

It is BTSOFT LLC's policy that BTSOFT LLC employees are not required to obtain prior written approval for meal expenses for foreign officials *if and only if* the meal is:

- (i) consistent with what is generally considered common courtesy usually associated with ethical business practices;
- (ii) reasonable in expense, which for purposes of this Policy, shall mean not more than US\$75.00 per person and not more than three times in one year.

In determining what is "common courtesy usually associated with ethical business practices," employees should consider the three key questions set forth in the previous section.

When considering the reasonableness of the expense, employees must consider the frequency with which such expenses are incurred for a particular official—modest costs frequently incurred can, when aggregated, amount to potentially improper payments.

If a particular meal expense does not comply with the requirements above, it is BTSOFT LLC's policy that BTSOFT LLC employees may not provide such meal to any foreign official unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been obtained.

### **XIV. Travel Expenses: Can I incur business-related travel or travel-related expenses on behalf of a foreign official?**

It is BTSOFT LLC's policy that BTSOFT LLC employees and agents may authorize payment of, or incur on behalf of a foreign official, travel or travel-related expenses such as lodging, meal, upgrades, any *per diem* payments or other related entertainment costs, without prior written approval by the Legal Department or Local Compliance Officer, if applicable, for a foreign official *if and only if* they are:

- (i) directly related to a genuine and bona tied business purpose;

- (ii) reasonable in expense, which for purposes of this Policy, shall mean not more than US\$75.00 per person and not more than three times in one year and scope (avoid spouses and other non-business personnel and side-trips); and
- (iii) otherwise in accordance with BTSOFT LLC's Travel & Expense Policy (which may be found on the Intranet) and consistent with what is generally considered common courtesy usually associated with ethical business practices.

If a particular travel and/or travel-related expense does not comply with the requirements above, it is BTSOFT LLC's policy that BTSOFT LLC employees may not provide make or incur such expense on behalf of any foreign official unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been obtained.

**XV. Foreign Political Contributions: What is BTSOFT LLC' policy on foreign political contributions?**

It is BTSOFT LLC's policy that under no circumstances shall BTSOFT LLC funds be used to make political contributions to political parties or candidates in any foreign country, even if such contributions are permitted by such countries' written laws. Strictly personal contributions are permitted, in accordance with the Principles of Conduct. However, any personal contributions should be clearly identified as such and should not be able to be construed as contributions made on behalf of BTSOFT LLC.

**XVI. Donations to Foreign Charities: What is BTSOFT LLC' policy on foreign charitable contributions?**

It is BTSOFT LLC's policy that BTSOFT LLC employees are not required to obtain prior written approval for charitable contributions on behalf of BTSOFT LLC to any foreign charity equal to or less than \$100 in value per year per charity.

BTSOFT LLC believes in contributing to the communities in which it does business and permits reasonable donations to foreign charities; however, no donation other than as set forth in this section may be made on behalf of BTSOFT LLC to any foreign charity without prior written approval of the Legal Department or Local Compliance Officer, if applicable.

**XVII. Record-Keeping and Accounting Practices: What files must I maintain?**

It is BTSOFT LLC's policy to maintain accurate, detailed records which fairly reflect its transactions and disposition of its assets, regardless of whether the transactions are domestic or international. It is the general responsibility of all BTSOFT LLC employees to maintain organized and accurate files. Detailed, accurate descriptions of all payments and expenses are crucial to the record-keeping requirements of the FCPA and have been mentioned as requirements in certain situations in this Policy. Detailed descriptions of BTSOFT LLC's record-keeping standards are set forth on Exhibit C. Any employee with knowledge or suspicion of any unrecorded or mischaracterized asset or fund must report it directly to Internal Audit.

**XVIII. Third Party Representatives: What is required in order to hire third party suppliers or representatives?**

It is BTSOFT LLC's policy that no foreign third party agent, consultant, representative, supplier or other business associate or third party shall be hired or engaged by BTSOFT LLC for services rendered in or outside of the United States, following the date of adoption of this Policy, without appropriate due diligence and a written agreement between BTSOFT LLC and that party. Prior written approval from the Legal Department or Local Compliance Officer, if applicable, is required for all agreements not exempted from this requirement as described below. Although this Policy does not require written agreements to be put in place for foreign third parties already hired or engaged at the date of adoption of this Policy, it does require that any renewal or extension of such business relationships be evidenced by a written agreement.

To protect against the business and legal risks of dealing with third parties who do not share BTSOFT LLC's commitment to ethical business conduct, and because the action of third parties can create legal liability for BTSOFT LLC and its employees, BTSOFT LLC must carefully choose its foreign partners and representatives. Therefore, no foreign third-party agent, consultant, supplier or other representative who will render services for or act on behalf of BTSOFT LLC will, following the adoption of this Policy, be hired or retained, or may begin to render any services whatsoever, without a written agreement. Any and all proposed written agreements must receive prior written approval from the Legal Department or Local Compliance Officer, if applicable, unless

- (i) the proposed agreement is routine and in the ordinary course of business, (ii) the proposed agreement involves an annual cost to BTSOFT LLC of less than \$100,000, and
- (iii) appropriate due diligence has confirmed that no foreign official or foreign governmental agency is related to the proposed agreement or third party.

If a proposed agreement satisfies all three of these requirements, prior written approval is not required. However, if for any reason an employee believes that a proposed agreement satisfying these requirements for exemption should nonetheless be reviewed by the Legal Department, the agreement should be submitted to the Legal Department for review.

The approval process may require the execution of the addendum set forth on Exhibit D, to emphasize the importance of compliance with applicable laws, including the FCPA. Furthermore, prior to rendering approval, BTSOFT LLC may perform appropriate FCPA-related due diligence and impose prudent safeguards against improper payments. Further details regarding BTSOFT LLC's due diligence obligations are available by contacting the Legal Department or Local Compliance Officer, if applicable. A form of "Due Diligence Questionnaire" that may be required of foreign third parties is set forth as Exhibit E, all of which will not be applicable in most situations but should serve as a guideline as to the type of information that BTSOFT LLC considers valuable in determining whether to engage in or continue business with a particular foreign third party.

**XIX. Third Party Representatives: Can I renew existing agreements with foreign third party suppliers or representatives?**

It is BTSOFT LLC's policy that no existing agreement with any foreign third-party agent, consultant, representative, supplier or other foreign business associate shall be renewed unless prior written approval by the Legal Department or Local Compliance Officer, if applicable, has been obtained.

The approval process for an agreement renewal will require the review of such agreement to verify that appropriate language is included emphasizing the importance of compliance with the applicable laws, including the FCPA. If such language is not sufficient, then the appropriate anti-corruption/anti-bribery provisions (set forth on Exhibit D) must either be incorporated into any renewal agreement or the addendum agreement set forth on Exhibit D must be signed in connection with such renewal agreement. In addition, the Legal Department or Local Compliance Officer, if there is one, may review the due diligence and screening of the representative and perform any additional due diligence deemed necessary.

**XX. Certifications of Third Parties: What should I require foreign third parties to do?**

It is BTSOFT LLC's policy to periodically obtain an executed anti-corruption/anti-bribery certification from certain foreign agents, consultants, suppliers and representatives. A form of Certification of Compliance for International Consultants, Agents and Representatives is attached as Exhibit F. It is not required to obtain this certification form from each and every foreign third-party agent, consultant, supplier and representative. However, BTSOFT LLC may require that a form be completed by any agent, consultant, supplier or representative, and their employees, where the situation is one of elevated potential exposure or where circumstances warrant it. Copies of all such documentation and certifications are to be maintained in an individual file for each foreign third party who executes a certification.

**XXI. Anti-Corruption/Anti-Bribery Procedures: How will BTSOFT LLC verify compliance?**

BTSOFT LLC's auditors perform regular audits of BTSOFT LLC's records, books and accounts that are designed to prevent and detect violations of the FCPA and BTSOFT LLC policies, practices and procedures. In particular, BTSOFT LLC monitors and reviews the records of personnel who have discretionary authority over BTSOFT LLC assets, who are likely to come into contact with foreign government officials, or who submit financial data that affect BTSOFT LLC financial statements or reports.

**XXII. Contact Information: Who should I contact with questions or issues?**

The following is contact information for any questions or issues or to report any suspected violations of this Policy.

Legal Department:

In order to consult the Legal Department, please contact the Company's General Counsel in the USA: Mr. Gordon W. Hall, Hall & Stephen, P.C., 2323 S. Voss Road, Suite 570, Houston, Texas 77057: <http://www.hall-stephen.com/>

Local Compliance Officer

Local Compliance Officers will be designated on a case-by-case basis for certain jurisdictions only. In order to determine if your jurisdiction has designated a Local Compliance Officer, please contact the attorney in the Legal Department assigned to your geographical area.

**EXHIBITS**

Exhibit A Employee Certification of Anti-Corruption/Anti-Bribery Compliance

Exhibit B Anti-Corruption/Anti-Bribery Approval Request Form

Exhibit C Record-Keeping and Accounting Practices

Exhibit D Anti-Corruption/Anti-Bribery Addendum to Third Party Agreement

Exhibit E Due Diligence Questionnaire

Exhibit F Certification of Compliance for International Consultants, Agents and Representatives

**EXHIBIT A  
EMPLOYEE CERTIFICATION OF  
ANTI-CORRUPTION/ANTI-BRIBERY COMPLIANCE**

I certify that I have read and understand the BTSOFT LLC (“BTSOFT LLC”) Anti-Corruption/Anti-Bribery Compliance Policy (the “Policy”) and acknowledge that it is my responsibility to comply with the Policy and to ensure that those whom I supervise also comply. I certify that, except as explained below, neither I nor (to my knowledge) any other person, including but not limited to every person I supervise, has made, authorized, or offered to make any loan, gift, donation or payment or other thing of value, directly or indirectly, in cash or in kind, to any “foreign official” in order to influence, induce or reward a favorable action (or inaction), commercial transaction or governmental matter in connection with any matter involving BTSOFT LLC.

For purposes of this certificate, a “foreign official” means any employee or officer of a government of a foreign country (ie., a country other than the United States of America), including any federal, regional or local department, agency, or enterprise owned or controlled by the foreign government, any official of a foreign political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for foreign political office.

To the extent that my responsibilities relate to BTSOFT LLC’s accounting and recording procedures, I certify that any and all records and reports that I have made to or in relation to BTSOFT LLC, including any and all information provided to BTSOFT LLC auditors, are accurate and complete in all material respects. If I should learn or believe that BTSOFT LLC or any of its representatives, suppliers or other third party agents is, or may be, violating or causing BTSOFT LLC to violate its Policy, I will immediately advise the BTSOFT LLC Legal Department.

Signature of Employee: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employee Identification Number:

Date:

Please forward completed form to the Legal Department.

**EXHIBIT B  
ANTI-CORRUPTION/ANTI-BRIBERY APPROVAL REQUEST FORM**

Name and Title of Individual and/or Name of Organization to Receive Payment or Gift:

Name: \_\_\_\_\_  
\_\_\_\_\_

Title:

Name of Organization:

Description of Transaction (including, if applicable, (i) purpose of payment/expense, (ii) amount or value (if the amount is recurring, indicate the frequency of recurrence), and (iii) details of payment method (cash, check, credit card, or other):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach appropriate supporting documentation (invoices, bills, etc.) to this form.

Requested by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employee Identification Number: \_\_\_\_\_

Date:

Legal Department Approval:

Name: \_\_\_\_\_

Title:

Date:



BTSOFT LLC, (DBA jetfuelenders.com)

113 Barksdale Professional Center Newark, DE 19711 USA

Send the completed original form to Legal Department for review. If approved, Legal will forward copies to applicant, Internal Audit Department and Accounting Department as appropriate.

**EXHIBIT C  
RECORD-KEEPING AND ACCOUNTING PRACTICES**

The record-keeping provisions of the FCPA require publicly held U.S. companies such as BTSOFT LLC to keep their books, records and accounts in reasonable detail, accurately and such that they fairly reflect all transactions and dispositions of assets. Thus, this Policy prohibits the mischaracterization or omission of any transaction on a company's books or any failure to maintain proper accounting controls that result in such a mischaracterization or omission.

In addition, consistent with the requirements of the FCPA, BTSOFT LLC shall maintain a system of internal accounting controls sufficient to provide reasonable assurances that:

- transactions are executed in accordance with management's general or specific authorization;
- transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") or any other criteria applicable to such statements, and (ii) to maintain accountability for assets;
- access to BTSOFT LLC assets is permitted only in accordance with management's general or specific authorization; and
- the recorded accountability for corporate assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

BTSOFT LLC personnel shall not make any false or misleading entry in BTSOFT LLC's books and records for any reason, nor may they engage in any arrangement that results in such prohibited acts. Prior to paying or authorizing a payment to a foreign official, BTSOFT LLC employees or agents should be sure that no part of such payment is to be made for any purpose other than that to be fully and accurately described in BTSOFT LLC's books and records. All payments to a foreign official must be reported as such. No undisclosed or unrecorded accounts of BTSOFT LLC are to be established for any purpose. False or artificial entries are not to be made in the books and records of BTSOFT LLC for any reason.

Examples of improper record-keeping include: making records appear to show a payment to one person when, in fact, the payment was made to someone else; creating a "slush fund"; submitting false or inaccurate expense account reports; and creating records that inaccurately characterize the true nature of a transaction or payment (for example, reporting an "overhead expense" instead of "commission").

**EXHIBIT D  
ANTI-CORRUPTION/ANTI-BRIBERY ADDENDUM  
TO THIRD PARTY AGREEMENT**

This Addendum (“Addendum”) to that certain (the “Agreement”) is by and between BTSOFT LLC (“BTSOFT”) and (together with its officers, directors, employees and agents, the “Third Party”) and dated effective as of \_\_\_\_\_, 200\_.

1. U.S. Foreign Corrupt Practices Act. The U.S. Foreign Corrupt Practices Act (“FCPA”) makes it unlawful for U.S. citizens, U.S. companies or anyone acting on their behalf to offer, pay, promise or authorize to pay any money, gift or anything of value, including but not limited to bribes, entertainment, kickbacks or any benefit,

- (i) to any official or employee of a foreign government or a public international organization, or to any foreign political party or candidate for political office, or
- (ii) to any person while knowing or suspecting that the payment or gift will be passed on to a foreign official, with the intent of causing the government official to misuse such official's position to obtain or retain business or to secure any improper advantage for the U.S. company. The term "Foreign Official" shall include
  - (i) any officer or employee of any non-U.S. government or any federal, regional or local department, agency, state-owned enterprise or corporation or other instrumentality thereof;
  - (ii) any employee or official of a public international organization;
  - (iii) any person acting in an official capacity for or on behalf of any of such entities identified in clauses (i) or (ii); and
  - (iv) any official of a political party, or candidate or nominee of any political party in any non-U.S. country. In addition, the FCPA's record-keeping and accounting provisions require U.S. companies, including all of their divisions and subsidiaries, both to maintain detailed and accurate books and records and to maintain a system of internal accounting controls in order to accurately and completely reflect all transactions and dispositions of such companies' assets. These record-keeping and accounting provisions apply to all payments, regardless of the size or type of payment. The Third Party acknowledges and confirms its understanding of such provisions of the FCPA.

2. Representations, Warranties and Covenants of Third Party. The Third Party makes the following representations and warranties to BTSOFT LLC and covenants and agrees as follows:

**EXHIBIT D**

2.1 Accuracy and Reliance of BTSOFT LLC upon Certification. In the event that BTSOFT LLC has requested and the Third Party has executed the BTSOFT LLC form known as the “Certification of Compliance for International Consultants, Agents and Representatives” in connection with BTSOFT LLC’s selection of the Third Party, the Third Party represents and warrants to BTSOFT LLC that the “Certification of Compliance for International Consultants, Agents and Representatives” is accurate and contains no inaccuracies, misstatements or omissions that would render any of the representations or warranties of the Third Party under this Addendum incomplete or inaccurate in any material respect. The Third Party expressly understands BTSOFT LLC is relying upon the accuracy of the “Certification of Compliance for International Consultants, Agents and Representatives” 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 BTSOFT LLC being subject to liability for a violation of the FCPA or any other applicable law.

2.2 Public and Commercial Bribery Representations. The Third Party hereby represents and warrants to BTSOFT LLC that the Third Party has not, and covenants and agrees that it will not, in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving BTSOFT LLC, Ltd., make or promise to make any payment or transfer of anything of value, directly or indirectly:

- (i) to any Foreign Official or to an intermediary for payment to any Foreign Official;
- (ii) to any political party;
- (iii) to any officer, director, employee, or representative of any actual or potential customer of BTSOFT LLC;
- (iv) to any officer, director or employee of BTSOFT LLC or any of its affiliates; or
- (v) to any other person or entity, if such payment or transfer would violate the laws of the country in which the transfer is made or the laws of the United States, including, without limitation, the FCPA, or BTSOFT LLC’s Principles of Conduct, which is available on BTSOFT LLC’s website at [www.jetfueltenders.com](http://www.jetfueltenders.com) under “Compliance and/or Corporate Policies.”

It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This subsection shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value in connection with the Third Party’s performance under the Agreement in accordance with BTSOFT LLC’s Anti-Corruption/Anti-Bribery Compliance Policy.

**EXHIBIT D**

2.3 BTSoft LLC Termination Rights upon an FCPA Default. If BTSoft LLC believes, in good faith, and whether or not it has conducted an investigation, that the Third Party has acted in any way that may subject BTSoft LLC to liability under the FCPA, that the representations and warranties set forth in this Addendum are no longer true and accurate or that the Third Party has breached this Addendum in any manner, BTSoft LLC shall have the unilateral right, exercisable immediately upon written notice to the Third Party, to terminate the Agreement.

2.4 Indemnification. In addition to the indemnification provided in the Agreement, if any, the Third Party agrees to indemnify and hold BTSoft LLC, its officers, directors, employees, successors and assigns, harmless against all losses, 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 the 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 Addendum,
- (ii) violation by the Third Party of any applicable law, regulation or order, including but not limited to the FCPA; or
- (iii) violation by BTSoft LLC of any applicable law, regulation or order, including but not limited to the FCPA, if such violation by BTSoft LLC is as a direct and sole result of any action or failure to act of the Third Party or any of its directors, officers, employees, representatives or agents.

2.5 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 Foreign Official or political party for the purpose of maintaining or securing business for BTSoft LLC 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 made as of the date hereof or at any time during the term of the Agreement, the Third Party will immediately notify either
- (iii) the designated Local Compliance Officer, if one has been designated for the jurisdiction in which the suspect activity may be occurring, or (ii) if no Local Compliance Officer has been designated for the relevant jurisdiction, the designated

BTSOFT LLC, (DBA jetfueltenders.com)

113 Barksdale Professional Center Newark, DE 19711 USA

BTSOFT LLC legal department contact identified below. Such notification shall be in writing and shall describe the knowledge or suspicion and the entire basis

**EXHIBIT D**

known to the Third Party therefore and shall constitute grounds for termination by  
BTSOFT LLC pursuant to Section 2.3 above.

Local Compliance Officer, if any:

Name: \_\_\_\_\_

Title:

Phone:

E-mail:

BTSOFT LLC Legal Department Contact:

Name:

Phone:

E-mail:

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Third Party has  
executed this Addendum on \_\_\_\_\_, 200\_\_ .

Third Party: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Requested on behalf of BTSOFT LLC by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employee Identification Number:

Date:

BTSOFT LLC, (DBA jetfueltenders.com)

113 BARKSDALE PROFESSIONAL CENTER NEWARK, DE 19711 USA

Please forward completed form to the Legal Department and maintain a copy in local files.



**EXHIBIT E**  
**ANTI-CORRUPTION/ANTI-BRIBERY COMPLIANCE POLICY**  
**DUE DILIGENCE QUESTIONNAIRE**

Requested on behalf of BTSOFT LLC by:

Name: \_\_\_\_\_

Title:

Employee Identification Number:

Date:

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this questionnaire, please attach the complete answer on a separate sheet of paper. Please attach all requested additional documents to this completed response.

1. Identifying Information

- a. Your Name: \_\_\_\_\_
- b. Your Company Name, if any:
- c. Principal Business Address:
- d. Telephone: \_\_\_\_\_
- e. Fax: \_\_\_\_\_
- f. E-Mail:

2. Business Information

- a. Is this business an incorporated company? Yes \_\_\_ No \_\_\_
- b. If yes, please provide a copy of your commercial registration and/or incorporation charter documents.
- c. Is the country of incorporation the country of the proposed business activity with BTSOFT LLC? Yes \_\_\_\_\_ No \_\_\_\_\_
- d. If no, please provide a copy of your commercial registration for the country of the proposed business activity with BTSOFT LLC.
- e. Number of employees: \_\_\_\_\_
- f. If you have an organizational chart, please attach.

BTSOFT LLC, (DBA jetfuelenders.com)

113 Barksdale Professional Center Newark, DE 19711 USA

g. What are your principal lines of business? \_\_\_\_\_

**EXHIBIT E**

- h. Please list your major clients:
  
- i. Please list your major locations of business:
  
- j. What is your approximate annual revenue?
  
- k. Has your company or any of its principal officers, directors, or shareholders ever been charged with a criminal offense involving fraud or a violation of the Foreign Corrupt Practices Act? If so, provide details. \_\_\_\_\_

3. Ownership and Management

- a. If a company, please provide the following information:
- b. Names and nationalities of your principal shareholders (>5%):  
\_\_\_\_\_  
\_\_\_\_\_
  
- c. Names and nationalities of your principal partners, or beneficial owners:  
\_\_\_\_\_  
\_\_\_\_\_
  
- d. Names and nationalities of all officers, directors, and other employees with executive or management authority of the company:  
\_\_\_\_\_  
\_\_\_\_\_
  
- e. Names and nationalities of any other employees who will be performing significant or material services under the proposed business with BTSOFT LLC:  
\_\_\_\_\_  
\_\_\_\_\_
  
- f. Do any of the persons listed in d. or e. hold director, officer or other management positions with other companies or entities? If yes, give the name of each company and the title of the relevant position.  
\_\_\_\_\_  
\_\_\_\_\_

4. Government Relationships

a. Are any of the persons named in 3(d) and 3(e) above:

- (i) Current officials of any government, including any government ministry, agency or government-owned or control/ed enterprise \_\_\_\_ Yes \_\_\_\_ No
- (ii) Current officials of or candidates for political offices of any political party?  
\_\_\_\_ Yes \_\_\_\_ No
- (iii) Close relatives of either (i) or (ii)? \_\_\_\_ Yes \_\_\_\_ No
- (iv) Past officials of any government agency, enterprise, or political party? \_\_\_\_ Yes \_\_\_\_ No
- (v) Involved in any business relationship any current official or close family member of any current official of the government, including any government ministry, agency or government-owned or controlled enterprise?  
\_\_\_\_ Yes \_\_\_\_ No

b. If the answer to any of (i) through (v) is yes, provide details, including:

- (i) Full name of government, company, or party position:
- (ii) Official responsibilities: \_\_\_\_\_
- (iii) Dates of service (current or past): \_\_\_\_\_
- (iv) For relatives, the relationship: \_\_\_\_\_
- (v) For common business interest, the type of business relationship, including the name of any enterprise or partnership, and the nature of any agency agreement: \_\_\_\_\_

5. References

- a. Commercial references (please give at least 3 references, including at least one U.S. company, if possible): \_\_\_\_\_

Name:

Company Name, if any: \_\_\_\_

Principal Business Address:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail:

Name:

Company Name, if any: \_\_\_\_

Principal Business Address:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail:

Name: \_\_\_\_\_

Company Name, if any: \_\_\_\_

Principal Business Address:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail:

**EXHIBIT E**

- b. Bank reference: Please provide a letter from a bank (on the bank's letterhead) in which you have one or more business accounts, stating that you are a customer in good standing and the length of time that you have had at least one account.

**Certification**

The undersigned, being duly authorized to respond to this questionnaire, and to certify as to the matters set forth below, hereby certifies as follows:

- a. to the best of my knowledge, all information set forth in this response is correct and complete; and
- b. if the company represented by the undersigned enters an agreement with Company, the undersigned covenants and agrees that the company and its representatives will not offer, pay or promise to pay, anything or value to a "Foreign Official" (as defined below) in connection with any business covered by the agreement. "Foreign Official" means and includes: (i) any official or employee of any government agency or government-owned or controlled enterprise; (ii) any candidate for political office; or (iii) any political party.

Signed:

Date: \_

Name:

Title:

BTSOFT LLC, (DBA jetfueltenders.com)

113 BARKSDALE PROFESSIONAL CENTER NEWARK, DE 19711 USA

Please forward completed form to the Legal Department and maintain a copy in local files.

**EXHIBIT F  
CERTIFICATION OF COMPLIANCE FOR  
INTERNATIONAL CONSULTANTS, AGENTS AND REPRESENTATIVES**

I, \_\_\_\_\_, a duly authorized representative of \_\_\_\_\_ (the "Company"), do hereby certify for and on behalf of the Company that neither I, nor to my knowledge any other person, including but not limited to every officer, director, stockholder, employee, representative and agent of the Company has made, offered to make, or agreed to make any loan, gift, donation or payment, or any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any foreign official and/or foreign political party, to obtain or retain business or to secure any improper advantage for BTSOFT LLC. For purposes of this certification, the term "foreign official" includes:

1. any employee or officer of a government of a foreign country (i. e., a country other than the United States of America), including any federal, regional or local department, agency, or enterprise owned or controlled by the foreign government;
2. any official of a foreign political party;
3. any official or employee of a public international organization;
4. any person acting in an official capacity for, or on behalf of, such entities; and
5. any candidate for foreign political office.

I hereby confirm that should I learn of any of the prohibited activities described above, or if there are any changes in the ownership or control of the Company, I will immediately advise BTSOFT LLC of such.

I hereby confirm that neither I nor anyone else at the Company is a foreign official. The term "foreign official" includes: (i) any officer or employee of any non-U.S. government or any federal, regional or local department, agency, state-owned enterprise or corporation or other instrumentality thereof; (ii) any employee or official of a public international organization; (iii) any person acting in an official capacity for or on behalf of any of such entities identified in clauses (i) or (ii); and (iv) any official of a political party, or candidate or nominee of any political party in any non-U.S. country.

COMPANY:

By: \_\_\_\_\_

Name: \_\_\_\_\_



BTSOFT LLC, (DBA jetfuelenders.com)  
113 Barksdale Professional Center Newark, DE 19711 USA

Title: \_\_\_\_\_

Date:

BTSofT LLC,  
(DBA  
jetfueltenders.c  
om)  
113 Barksdale  
Professional  
Center  
Newark, DE  
19711 USA  
**EXHIBIT F**

Requested on behalf of BTSofT LLC by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BTSOFT LLC, (DBA jetfueltenders.com)  
113 Barksdale Professional Center Newark, DE 19711 USA

Employee Identification Number: \_\_\_\_\_

Date:

Please forward completed form to the Legal Department.

## COMPLIANCE MODULE 3

### Sanctioned Countries, Entities, Organizations and Persons

BTSOFT LLC works along guidelines provided by the United States Department of Treasury, and BTSOFT LLC reviews the Specially Designated Nationals List (SDN) and follows the guidance of the U.S. Treasury on sanctioned countries and excluded persons, entities and organizations.

BTSOFT LLC does not hold any U.S. Treasury exceptions or permissions to do business with any sanctioned country for any services whatsoever.

To view how BTSOFT LLC checks vendors, merchants and partners in sanctioned countries, please go to the

following links for information and resources utilized by BTSOFT LLC:

For guidance on checking the SDN list go to: <http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/answer.aspx#1>

Sanctions list country by country: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

For the updated searchable SDN List please go to link:  
<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>

For FAQ's on Sanctions please go to: <http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/quesindex.aspx>

When a business entity or individual is a national of or associated with a Sanctioned Country, we recommend running a search of their name and then follow the name match/no match guidelines specified here: <http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>