

CRANE POLICY:	CP-102ABC	PAGE:	1 of 20
SUBJECT:	Anti-Bribery Compliance Policy and Implementing Procedures	DATE:	August 2020
APPLICATION:	EVERYONE	ISSUED BY:	R. Swanger
REV NO:	5	APPROVED BY:	A. D'Iorio
		APPROVED BY:	M. Mitchell

1.0 POLICY STATEMENT

This **Anti-Bribery Compliance Policy and Implementing Procedures** ("Policy and Procedure") prohibits bribes, kickbacks, facilitation payments or illegal payments to influence business transactions.

2.0 POLICY PURPOSE

The purpose of this Policy and Procedure is to ensure that commercial transactions and other activities undertaken on behalf of Crane Co. do not violate anti-bribery laws.

3.0 POLICY SCOPE

3.1 For purposes of this Policy and Procedure, the term "**Crane Co. personnel**" includes its:

- Officers;
- Directors;
- Employees;
- Third parties such as sales representatives, sales consultants; and
- Distributors¹ if the below criteria are met.

3.2 **Distributors** are subject to this Policy and Procedure only if they are:

- Paid a fee or commission on any transaction conducted on behalf of Crane;
- or
- Are not paid a fee or commission but are considered "High-risk" based upon the below criteria:
 - a. If the distributor operates in a country with a Corruption Perceptions Index (CPI) score below 60 (click here to review the CPI table and ensure the most recent year is selected [CPI Table](#));
 - and
 - b. If the distributor's end users include foreign governments or state-owned enterprises. The Business Unit must document the Third Party's response to whether or not its end users include foreign governments or state-owned enterprises.

3.3 For purposes of this Policy and Procedure, the term "**Third Party**" includes sales representatives, sales consultants and distributors.

4.0 DEFINITIONS AND PRINCIPLES

4.1 Anything of Value

The phrase "**anything of value**" means anything that the recipient would recognize as having value, including but not limited to:

- Cash;
- Stock;
- Entertainment
- Gifts
- Discounts on products and services that are not readily available to the public;
- Offer(s) of employment;
- Assumption or forgiveness of debt;
- Payment of travel expenses; and
- Personal favors.

¹ Companies that buy products from Crane for resale to retailers, resellers or direct end users.

4.2 Government Official or Employee

“Government Official or Employee” includes any official or employee of:

- Any government (or of any department, agency or state-owned instrumentality such as an airport, telecommunications provider, utility or other company that is either in whole or in part controlled by a government) of any country or subdivision thereof; or
- Any official or employee of a public international organization; or
- Any person acting in an official capacity on behalf of such government, instrumentality, public international organization, or any political party or official thereof; or
- Any candidate for political office or international public organization.

4.3 Bribe

A bribe occurs when one party gives or offers another party, either directly or through a third party, any reward, advantage or benefit of any kind in order to influence a decision or action by the party, such as to retain or obtain business.

Bribery occurs in a variety of ways, such as an offer of money, charitable contributions, sponsorship or anything of value (defined in 4.1). A kickback is a bribe in the form of an offer to return to the decision maker a portion of the revenue from the awarded business.

Restrictions
Crane Co. personnel shall not authorize, tolerate, encourage or make any bribe, to or for the benefit of any third party (including any government official as defined in Section 4.2) for the purpose of obtaining or retaining Company business or gaining a competitive advantage, or securing any other improper benefit.
Crane Co. personnel are prohibited from authorizing bribes through third parties acting on behalf of Crane Co.

4.4 Facilitation payments

Facilitation payments are relatively small payments to government officials or employees (defined in 4.2) to have them take action, that they are required to take, but to do so in a more expeditious manner (e.g., to process licenses and visas, to obtain customs clearance, or to provide services such as mail delivery and telecommunications installation) or to prevent other actions such as the imposition of a fine.

Restrictions
Crane Co. personnel are prohibited from making facilitation payments.

4.5 Entertainment and Hospitality

Reasonable entertainment and hospitality expenses related to the business, that conform to this Policy and Procedure and all laws are generally acceptable. Entertainment includes invitations to athletic events or cultural events, transportation, lodging. Hospitality includes meals such as dinner or lunch.

Permitted	Restrictions
Reasonable and necessary expenses that are suitable for a business environment are permitted up to USD 150/person.	Approval from Crane Co. Law Department is Required for: <ul style="list-style-type: none"> • Meals and entertainment that exceed USD 150/person; • Payments for transportation; • Payments for lodging; and • Extraordinary payments.
	Written statement from the customer must be obtained stating that any transportation and/or lodging expenses paid for by Crane Co. are permitted by the recipient's organization, including compliance with the laws and regulations of the recipient's country.
	Providing entertainment or hospitality to a U.S. government official or U.S. government employee is prohibited without the prior approval of the Crane Co. Law Department.
	Cash payments are never permitted.

4.6 Gifts

No guidelines can clearly define the point at which social courtesies escalate to improper or unethical payments, so extreme care must be taken when giving gifts. A person's perception of their intent with a certain gift is irrelevant.

Permitted	Restrictions
<ul style="list-style-type: none"> • Gifts that are promotional in nature (i.e., include the Company's brand, logo) and do not exceed a total of USD 150 in a single year to a single individual. • Specimen banknotes. • Low-value promotional examples of Crane Co. products. 	Approval from Crane Co. Law Department is Required for: <ul style="list-style-type: none"> • Gifts that are promotional in nature and exceed a total of USD 150 in a single year to a single individual. • All non-promotional gifts, even if customary in the country of gifting
	Written statement from the customer must be obtained stating that any non-promotional gifts are permitted by the recipient's organization, including compliance with his/her country laws and regulations.
	Providing entertainment or hospitality to a U.S. government official or U.S. government employee is prohibited without the prior approval of the Crane Co. Law Department.
	Gifts of cash or cash equivalents, regardless of the amount, are prohibited.

4.7 Charitable contributions

Restrictions
Charitable contributions are only permitted through the Crane charitable funds.

4.8 Political contributions

Restrictions
Political contributions using Crane Co. monies are strictly prohibited.

5.0 BOOKS AND RECORDS

All corporate records for which directors, employees, and representatives are responsible must accurately and fairly represent the activities they record and the nature and purpose of the activity. No false or inaccurate entries shall be made in Crane Co.'s records for any reason.

6.0 RETAINING THIRD PARTIES

In order to protect the Company against unauthorized actions by a third-party salesperson or sales organization, such companies/persons should be designated as "sales representatives" or "sales consultants" instead of "agents."

Before proceeding with any contract or other arrangement with a prospective Third Party Crane Co. personnel must complete and document appropriate due diligence and take the following steps:

6.1 The Business Unit must complete:

- Due Diligence for Third Parties (Attachment A); and
- RISK ASSESSMENT: Third Party Qualifications (Attachment B).

6.2 The Third Party must complete (prior to the initial appointment and at least every two years thereafter):

- RISK ASSESSMENT: Third Party Certification (Attachment C); and
- ANTI-BRIBERY Certification (Attachment D)

The application must be approved at a minimum by the Business Unit President or designee. The Business Unit President has the authority to delegate this task to the Vice President of Finance, or any Business Unit Leader who is a direct report to the Business Unit President. No further delegation is permitted.

6.3 Compensation

A. Sales Representatives or Sales Consultants or Distributors Paid a Fee or Commission

1. The compensation paid to a third-party salesperson or sales organization must:
 - o Be reasonable based on prevailing industry standards;
 - o Be commensurate with the party's experience and services;
 - o Be appropriate under the circumstances, for the business unit and for the industry;
 - o Include a calendar year compensation cap (including commissions, retainers, bonus and any expenses) of no more than USD 400,000; and
 - o Include a commission rate no greater than 10% of the transaction, sale or contract.
2. Approval from the Crane Co. Law Department is required for commission rates greater than 10% and/or compensation caps in excess of USD 400,000.
3. Be certain to comply with all relevant procedures implemented by your business unit with respect to retaining a third-party salesperson or sales organization.

B. Distributors not Paid a Fee or Commission but that are Considered High Risk for Purposes of this Policy

1. The rebate and/or discount offered to a distributor must:
 - Be reasonable based on prevailing industry standards;
 - Be commensurate with the party's experience and services; and
 - Be appropriate under the circumstances, for the business unit and for the industry.
2. Approval from the Business Unit President is required if the rebate and/or discount pertains to an order greater or equal to USD 1 million and results in a Shipment Profit margin less than or equal to 25%.
3. Be certain to comply with all relevant procedures implemented by your business unit with respect to retaining a distributor.

C. Payments

Other than in extraordinary circumstances, no payment to any business counterparty or its representative may be made in cash. All payments must be made to a bank account in such party's or representative's name in the country where the party or representative regularly delivers service for Crane Co. Any exception to the aforementioned requires specific advance written approval from Crane Co.'s General Counsel, which will be granted only upon showing of extraordinary justification (such as in combat zones where there is no banking system), and detailed records must be kept assuring accountability. All payments must comply with Crane Co.'s financial accounting standards.

- 6.4** A fully documented justification is required for any additional payments made beyond those required of the compensation terms in the original agreement. The justification should be in the form of an internal memorandum that explains the services performed outside the scope of the original agreement that forms the consideration for the additional payment and must be approved by the Business Unit President.
- 6.5** As described in the Due Diligence for Third Parties (Attachment A), Crane Co. personnel must investigate the relevant entities and territories, including:
- Conducting site visits and in-person interviews (to the extent possible);
 - Checking references;
 - Confirming that the proposed rate of compensation is reasonable based on prevailing industry standards and commensurate with the party's experience and services; and
 - In appropriate circumstances (for example, when "red flag" situations described below are present), retaining a service provider (such as a private investigating firm or other independent factfinder) to obtain additional relevant information.
- 6.6** A prospective Third Party must be required to comply with this Policy and Procedure, the prospective contract (or other written arrangement) with Crane Co. and the ANTI-BRIBERY CERTIFICATION (Attachment D). These requirements must be reviewed with the prospective Third Party, and training provided if necessary, before finalizing a contract or other arrangement. The Third Party must sign the ANTI-BRIBERY CERTIFICATION (Attachment D) prior to executing any agreement and at least every 2 years thereafter.
- 6.7** Crane Co. personnel must compile and retain records of the due diligence activities undertaken with respect to a Third Party. The original records for each Third Party (Attachments A, B, C and D) with the signed approvals must be retained in the business unit's files.
- 6.8** Before being retained by Crane Co., and every two years thereafter the Third Party must be given a copy of this Policy and Procedure.

6.9 In conducting business, Crane Co. personnel need to be aware of and employ special scrutiny in red flag situations. These situations include, but are not limited to:

- Demands or offers of lavish gifts, entertainment or hospitality;
- Requests for payment in cash or to a numbered account or the account of an unrelated third party;
- Requests for payment in a country other than the intermediary's country of residence or the territory of the sales activity (especially if it is a country with little banking transparency);
- Requests for payment in advance or partial payment immediately prior to a procurement decision;
- Requests for payment for extraordinary, ill-defined or last-minute expenses, or for an unexpected additional fee or commission to 'facilitate' a service;
- A third party that is:
 - Owned by a government entity or has an employee who simultaneously holds a government position;
 - Has a family member in a government position, especially if the family member works in a procurement or decision-making position or is a high-ranking official in the department that is the target of the intermediary's efforts;
- Refuses to disclose owners, partners or principals, or identifies a business reference who declines to respond to questions or who provides an evasive response;
- Uses shell or holding companies or other unusual corporate structures that obscure ownership without credible explanation;
- Is specifically requested by a customer, or requests that you provide employment or some other advantage to a friend or relative;
- Is recommended by an employee with enthusiasm that is out of proportion to qualifications;
- Has a business that seems understaffed, ill-equipped or inconveniently located to support the proposed undertaking;
- Has little or no expertise in the industry in which he/she seeks to represent the Company;
- Is insolvent or has significant financial difficulties;
- Is ignorant or indifferent to local laws and regulations governing the region in question and the representative's proposed activities in particular;
- Declines to sign an agreement or certification, or to provide a proper invoice for services;
- Is the subject of credible rumors or media reports of inappropriate payments; or
- Is currently under investigation or has been convicted of previous violations of law.

If a red flag situation is discovered, Crane Co. personnel must seek guidance from the Crane Co. Law Department or Designated Local Counsel.

6.10 Agreements must exclude payments to a Third Party when laws or regulations prohibit the payment of commissions for certain sales. For example, sales commissions are not permitted on most Foreign Military Sales and certain countries prohibit the payment of commissions on sales to government owned entities.

6.11 All Crane Co. personnel must report any suspected or actual violations (whether or not based on personal knowledge) of applicable law or regulations and must provide all pertinent information to assist in any internal investigation of the relevant circumstances. Reports should be made using Crane Co.'s Hotline, ethics@craneco.com, or by contacting the Crane Co. Law Department.

6.12 Under no circumstances will the act of reporting, in good faith, a possible impropriety serve as a basis for retaliatory actions against any employee.

7.0 EMPLOYEE EDUCATION AND TRAINING

To ensure that all Crane Co. personnel involved in Crane Co.'s business are thoroughly familiar with this Policy and Procedure, Crane Co. has developed an employee education program which includes the following elements:

- Distribution of this Policy and Procedure, on an annual basis, to all Crane Co. personnel involved in Crane Co.'s business transactions and related activities;

- Training sessions for selected Crane Co. personnel regarding this Policy and Procedure; and
- Explanation of this Policy and Procedure to all new Crane Co. personnel who are likely to be involved in Crane Co.'s business transactions and related activities.

8.0 EMPLOYEE COMPLIANCE

Business Unit Presidents must ensure that all employees within their respective business units are aware of and comply with this Policy and Procedure.

Failure to follow the principles and steps set out in this Policy and Procedure may result in disciplinary action. The disciplines that may be imposed include but are not limited to: (1) reduction in pay and reprimand; (2) demotion; (3) suspension; and (4) termination. Business Unit Presidents are also subject to sanction for supervisory failures.

Please note that government regulatory agencies can impose civil and criminal penalties, including fines against individuals that cannot be reimbursed by the Company as well as jail terms up to ten (10) years.

8.1 Examples of actions or omissions that will subject an employee to discipline include, but are not limited to, the following:

- Failure to implement the principles and steps set forth in this Policy and Procedure;
- Failure to report a suspected or actual violation of law or a breach of the principles and steps set out in this Policy and Procedure;
- Failure to make, or falsification of, any certification to Crane Co.;
- Lack of attention or diligence on the part of supervisory personnel that directly or indirectly leads to a violation of law; or
- Direct or indirect retaliation against an employee who, in good faith, reports an actual or suspected violation of law or these principles.

8.2 Employee adherence to the principles and steps set out in this Policy and Procedure and Crane Co.'s Code of Business Conduct and Ethics will be elements of each employee's annual personnel evaluation and, as such, they will affect decisions concerning compensation, promotion and retention.

Attachment A
Due Diligence for Third Parties

Instructions

Business Unit:

The Business Unit is responsible for conducting diligence on the prospective Third Party.

The Business Unit is required to ensure completeness of each item on this list and is required to complete Attachment B – RISK ASSESSMENT: Third Party Qualifications. A copy of this page with appropriate comments and signature should be filed and kept in the Third Party's file.

Third Party:

The Third Party is responsible for completing Attachment C – RISK ASSESSMENT: Third Party Certification and D – ANTI-BRIBERY CERTIFICATION.

Recommended Procedures

1. Evaluate the territory

Before entering a relationship, consider whether the country has a high incidence of public corruption. News reports provide some guidance. In addition, Transparency International publishes a periodic ranking of the most corrupt governments. Caution is due in countries with a reputation for public corruption, or for any country with a Transparency International corruption perception index score below 60.

Documentation

- A copy of the Transparency International page showing the CPI for the relevant country for the prior year. CPI Link: [CPI Table](#)
- Results of the country research (e.g., news articles on the corruption level in the country, relevant industry).

2. Justify the Third Party

Justification for the retention of the Third Party and related compensation is necessary before entering a relationship.

Documentation

- Attachment B – RISK ASSESSMENT: Third Party Qualification must be completed by the Business Unit.

3. Investigate the Third Party's experience and skills

A thorough examination of the background of the Third Party is necessary before entering a relationship. It is important to document the Third Party's business experience and qualifications.

Recommended Procedures

- It is important to take the time to confirm the accuracy of the information provided in response to due diligence inquiries.
- A face-to-face visit at the offices of the Third Party to ensure that the party has the capacity to perform the services.
- If negative information is discovered, document that finding and contact the Law Department for guidance.
- Research publicly available information regarding the integrity of the third party. Sources for such information include broad-based internet searches, the U.S. Embassy and consulate personnel for third parties outside of your home country, banks, the local Chamber of Commerce and the relevant trade ministry. For a fee, the U.S. Department of Commerce often can provide an International Company Profile regarding a party. Private sector investigative firms and other service providers can be retained to perform additional investigative and screening services.
- Request and contact business references, including other companies that have worked with the Third Party.
- Confirm that the Third Party is not on any denied or restricted parties list, either in the U.S. or in the representative territory.

Documentation

- Attachment C – RISK ASSESSMENT: Third Party Certification must be completed by the Third Party.
- Results of the internet and social media search conducted on the Third Party.
- Results of the restricted party screening.
- Communications pertaining to business references.

- Copies of the Third Party’s code of conduct and/or anti-bribery policies, if available.
- Diligence report from a service provider, if warranted.

4. Incorporate compliance with anti-bribery laws into the agreement with the Third Party

Every agreement must include the following safeguard provisions:

1. A representation and warranty that the party will comply with all applicable anti-bribery laws, e.g., will not make any corrupt payments for the purpose of obtaining or retaining business;
 - Attachment D – ANTI-BRIBERY CERTIFICATION should be included in all agreements.
2. A representation and warranty that the party will comply with all local law requirements in performing the agreement;
3. A provision allowing the Company to terminate the agreement if the party violates the above commitments;
4. A provision allowing either party to unilaterally terminate the agreement upon 60 day’s written notice, upon convenience, and for any reason; and
5. A provision allowing the Company to audit the party’s books and records.

5. Look for “red flag” situations

Additional caution and due diligence are required in so-called “red flag” situations, which include but are not limited to the following:

1. Family or business ties with government officials or other covered persons, or with persons associated with the potential customer;
2. A history of corruption in the country;
3. Industries in which corruption is common (examples include oil, aircraft);
4. Requests for an unusually high commission, discounts, rebates or other payments;
5. Requests for payment in a third country or to a third party or an off-book account, or another unusual payment arrangement;
6. A refusal by a Third Party to provide a certification that it will not take any action in furtherance of a corrupt payment;
7. An apparent lack of qualifications or resources on the part of a Third Party to perform the services offered;
8. A recommendation of a Third Party by a potential governmental customer;
9. Transactions recorded as “cash” or checks drawn to cash;
10. Over-invoicing or lack of standard invoices;
11. Unusual credits granted to new customers;
12. Managers of operations who have been paid unusual bonuses; and
13. Large and frequent fourth quarter adjustments.

*****Any identified red flags must be documented.**

6. Ongoing oversight

Concerns about compliance with anti-bribery laws do not end with the completion of an agreement. Remain well informed of the Third Party’s activities and take steps to address any warning signals that arise during the relationship. Maintain accurate records of the relationship, particularly with respect to any payments made.

CRANE CO. EMPLOYEE CONDUCTING THE REVIEW	
Completed By (signature):	
Name (printed):	
Title:	
Date:	

Attachment B
RISK ASSESSMENT: Third Party Qualification

I. THIRD PARTY INFORMATION	
Third Party Company Name	
Contact Name for Crane Co.	
Other Names Under Which Third Party Conducts Business	
Third Party Home Country or Country in which Third Party is Registered	
Proposed Territory	

II. THIRD PARTY QUALIFICATIONS	
a. How did you come to know the Third Party?	
b. Describe the Third Party's qualifications for the position. By way of example consider providing specific details about the following: previous relevant experience, business relationships, industry expertise, knowledge of competitors, established relationship with customers and available resources and other relevant factors.	

c. Were other Third Parties considered?

Yes
No

If yes, why was this Third Party selected?

d. Do you have any concerns regarding the Third Party's ethics?

Yes
No

If yes, explain.

e. Are you aware of any reason that the Third Party may not enter this relationship and perform these services?

Yes
No

If yes, explain.

f. Is the Third Party related (by blood, marriage or otherwise) to you or any other officer, director or any employee of Crane Co.?

Yes
No

If yes, explain.

g. Conflicts of interest arise when your position with, or responsibilities to, Crane Co. present, directly or indirectly, an opportunity for personal gain apart from the compensation provided as a result of your employment with Crane Co. A conflict of interest also exists any time your personal interests or competing business interests could be perceived to improperly influence how you fulfill your job duties for Crane Co. The same pertains to your relatives, family members or affiliates.

As a result of retaining the Third Party, does a conflict of interest arise for you or for the Third Party?

Yes

No

If yes, explain

I. Compensation

a. Describe the compensation terms, specifically explaining why the third-party services are required and whether the compensation is reasonable and customary in the territory.

- *If possible, determine the typical compensation form (e.g., retainer or commission) and average commission rate, discount or rebate in the region for the expected services. Commission arrangements should be considered both in terms of the rate structure, the likely aggregate payment, discount or rebate.*
- *Consider whether there are any local law restrictions on the compensation to be paid or discounts or rebates offered.*
- *A higher-than-usual commission rate, discount or rebate might be justifiable based on the party's skills, contacts, and experience and, in such circumstances, the factors supporting the higher levels should be documented.*
- *A demand for an inordinately high level of compensation, discount or rebate is often a warning signal of the potential for diversion of funds and, as such, the third party should provide evidence that supports the need for the higher compensation, discount or rebate before the request is granted. Be wary of unusual payment arrangements, such as a request to receive payment outside the relevant country or into a third-party bank account. In addition, a sudden request to increase the rate of payment close to a contract with a customer should be treated as a warning signal and carefully investigated.*
- *Do not agree to unusual payment arrangements.*

III. OTHER

a. Provide additional information relevant to the Third Party and the proposed relationship to Crane Co. Include attachments, if necessary.

--

IV. CERTIFICATION BY CRANE CO. EMPLOYEE

To the best of your knowledge, you certify the accuracy of the above information.

Completed By (signature):	
Name (printed):	
Title:	
Date:	

Attachment C
RISK ASSESSMENT: Third Party Certification
[TO BE COMPLETED BY THIRD PARTY]

Applicant Contact Information		
Applicant Name and Address		
Phone	Fax	E-Mail Address
Point of Contact at Company		Title
If U.S. citizen, is Applicant a former employee of the Department of Defense or a legislative branch member? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Applicant's Website		
Type of Business: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual		
Country/State of Incorporation		Registration Number (if applicable)
Taxpayer Identification Number (if a business in the United States)		Date of Establishment
Owner(s)	Nationality	% Ownership
Does any government department, agency or instrumentality, or any official or employee thereof, have ownership or other financial interest in Applicant's organization, or an affiliate thereof, directly or indirectly? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," please specify:		
Name/Titles of Principal Officers	Education	Employment Background

<p>Is the Applicant, any owner, or any employee of the Applicant, or any principal officer an elected or appointed official or a former elected or appointed official of any government department including military, agency or instrumentality? For each "Yes" answer, provide name of government department, agency, or instrumentality, position or office held or sought, military rank where applicable, etc. and termination date:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<hr/>	
<p>Do any of the principals of the Applicant's organization have an ownership interest above 5% in any other organization? If "Yes," identify each such other organization, its address, its business activities, the role played in it by any principal of the applicant's organization, and any other relationship between the applicant and such other organization(s):</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<hr/>	
<p>Has the Applicant, any associated organization, any prior organization, any prior associated organization, any present or former principal officer or employee, been suspended from doing business in any capacity, been charged with any criminal act, or been the subject of any allegation of fraud, misrepresentation, bribery, or other related activities? If the answer is anything other than an unequivocal "no," please provide complete details (on a separate sheet, if necessary):</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<hr/>	

<p>Does the Applicant, any owner, any employee of the Applicant, or any present or former principal officer have any family relationships with current members of a government department, agency or instrumentality, or any official or employee thereof?</p> <p>For each "Yes" answer, provide complete details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is the Applicant, any owner, any employee of the Applicant, or any present or former principal officer an official of any political party or candidate for political office?</p> <p>For each "Yes" answer, provide complete details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is the Applicant, any owner, any employee of the Applicant, or any principal officer employed by, or provide services to, any potential customer of the product(s) for which you are being retained by Crane to promote?</p> <p>If "Yes," provide name of customer and positions held and a written approval by the chief executive officer of the customer, including confirmation that local law or custom permits such dual activity:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">Operations</p>	
<p>Describe briefly the nature and history of Applicant's business.</p>	

If Applicant is an individual, please provide resume.
If Applicant is an Entity, please provide copies of Company's business registration and shareholder information, Company brochures, annual reports and any other documentation deemed appropriate, including latest fiscal balance sheet and operating statement hereto.

Names/titles of principal individuals who will provide service	Education	Employment Background

General Background

Description of Branch offices, if any:	Location	% of Total Sales

Describe the Applicant's sales department (headcount, experience, and special qualifications such as, engineering degrees, etc.):

List previous or current relationships, if any, with Crane Co. or its affiliates:

Market Information				
For which products or services does Applicant wish to represent with Crane?				
Estimate the <u>total</u> available market value (in USD) in the territory for the products or services				
Will end-users potentially include foreign governments or state-owned enterprises?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimate the potential sales (in USD), Applicant expects to generate, in the territory for the products or services:				
During the first year		During the second year		During the third year
Provide any other relevant market information, such as competition, barriers to entry.				
Other Companies Represented				
Principal Contact	Entity	Address	Email	Phone

References				
List <u>General</u> References (persons/firms familiar with applicant's organization):				
Principal Contact	Entity	Address	Email	Phone

List <u>Financial</u> References (indicate banks, principal suppliers, etc.)			
Entity	Address	Email	Phone
Other Pertinent Comments			
I understand that this information will be relied upon in determining whether to enter into any contractual agreement with the applicant, and that any false or misleading information provided by the Applicant would be grounds for the immediate termination of any such contractual agreement.			
Completed By (signature):			
Name (printed):			
Title:			
Date:			

Attachment D
ANTI-BRIBERY CERTIFICATION

[TO BE COMPLETED BY THIRD PARTY
The Business Unit should insert the Third Party's name]

[Insert Name], which is entering into a business relationship with Crane Co. or its affiliates (hereinafter "Crane Co."), hereby, as appropriate, represents warrants, affirms and agrees that:

1. None of the principals, officers or employees of [Insert Name] is a government official, an official of any public international organization, a political party official, or a candidate for political office.
2. All of the information that [Insert Name] has provided to Crane Co. and its representatives in connection with Crane Co.'s retention of [Insert Name] was and remains current, accurate and complete.
3. [Insert Name] will obtain written approval from Crane Co. before [Insert Name] hires subagents, and no subagent will be approved unless that subagent agrees in writing to these same terms and conditions.
4. In connection with its representation and work on behalf of Crane Co., [Insert Name] shall not give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or thing of value to any other person or organization, including any official of any government, employee or official of any public international organization, any political party or official or employee of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in any governmental matter.
5. In connection with its representation and work on behalf of Crane Co., [Insert Name] shall not give, offer or promise to give, or authorize the giving directly or indirectly to or through any person or firm, of any money or thing of value to any person or organization as an inducement or reward for the party or representative doing or forbearing to do any act in relation to the business or affairs of Crane Co. or [Sales Representative], or for showing or forbearing to show favor or disfavor to any person in relation to the business or affairs of Crane Co. or [Insert Name].
6. [Insert Name] will provide documents and information to Crane Co., upon request, confirming [Insert Name]'s compliance with this agreement, and will allow Crane Co. (or its agents) to review [Insert Name]'s books and records with respect to the work performed on behalf of Crane Co. at any time.
7. If there are any additional owners in, or change in the ownership of, [Insert Name], [Insert Name] shall notify Crane Co. of the identity of the new owner(s) as soon as possible. Crane Co. may terminate its agreements with [Insert Name] if Crane Co. disapproves of such new owners. [This clause does not apply to natural persons. For publicly traded companies, this clause would apply only in the event a new owner or group of owners should acquire 5% or more of the third party.]
8. This certification is being provided to Crane Co. in connection with Crane Co.'s decision to enter or continue a business relationship with [Insert Name]. If [Insert Name] violates any of the terms of this agreement, Crane Co. shall have the option to terminate its contract with [Insert Name], notwithstanding any other provision of Crane Co.'s contract with [Insert Name] to the contrary. Moreover, [Insert Name] shall forfeit any commissions owed, or any other payments, to it by Crane Co. upon an admission or finding that [Insert Name] has failed to comply with any of the terms of this Certification.

Date

Signature