CRANE
CURRENCY™

ANTITRUST POLICIES AND PROCEDURES

It is the policy of Crane & Co., Inc. and its subsidiaries and affiliates (collectively, "Crane" or the "Company") to comply fully with all U.S. and international antitrust laws, and all other laws applicable to its operations.

The purpose of antitrust laws is to preserve fair, honest and vigorous competition. Although the goals of the antitrust laws are clear, the laws themselves are broad, vague and complex. This document therefore provides guidance for your day-to-day conduct. Even the most experienced and ethically sensitive employees need to become familiar with this document because antitrust risks are not always obvious. You should understand that these brief instructions are not intended to answer all questions. Rather, they are primarily intended to help you recognize the kinds of conduct that the antitrust laws address. Whenever you have any questions about the possible application of the antitrust laws to any of your activities, you should consult with the Company's General Counsel or Compliance or submit a report on a confidential and anonymous basis by contacting Crane Co. Ethics and Compliance Hotline: 888-310-9567 (for callers within North America) or +1-770-613-6318 (for callers outside North America) or by email at ethics@craneco.com.

Syftet med antitrustlagstiftningen är att bibehålla en rättvis, ärlig och kraftfull konkurrens. Trots att antitrustlagarnas syfte är tydligt så är lagarna i sig både breda, vaga och komplexa. Detta dokument tillhandahåller därför vägledning i ditt dagliga handlande. Även de mest erfarna och etiska arbetstagarna måste bekanta sig med detta dokument eftersom antitrust-risker inte alltid är självklara. Det bör noteras att dessa översiktliga instruktioner inte avser att besvara alla frågor, istället är de till för att hjälpa dig känna igen den typ av beteende som antitrustlagarna reglerar. Närhelst du har frågor avseende möjlig tillämpning av antitrustlagar på någon av dina förehavanden bör du konsultera bolagets chefsjurist eller Compliance-avdelning eller skicka in en konfidentiell och anonym rapport genom att kontakta Crane Co. Ethics and Compliance Hotline: 888-310-9567 (för samtal inom Nordamerika) eller +1 770 613 6318 (för samtal utanför Nordamerika) eller via e-post till ethics@craneco.com.

The importance of antitrust compliance cannot be over emphasized. A violation of the antitrust laws can be a serious crime. Individuals convicted of antitrust violations could face jail terms and substantial fines. The Company can also be prosecuted for the wrongful conduct of individuals, even when they act contrary to instructions. In addition, private parties injured in their business or property by an antitrust violation may recover in a civil action up to three times the amount of damages actually suffered.

Antitrust litigation is burdensome, expensive and time-consuming for all concerned, even if the outcome ultimately is favorable. Because the antitrust laws are so important and the consequences of violation are so serious, these Antitrust Policies and Procedures must be strictly observed.

I. POLICY

1. All employees and people acting on behalf of the Company must personally comply with the antitrust laws. The Company will not condone any conduct that could reasonably be expected to give rise to antitrust charges.

2. Employees in a management position are personally accountable not only for their own conduct but also for the conduct of their subordinates. Each management employee is expected to inform subordinates about the Company's Antitrust Policies and Procedures, to ensure that subordinates have access to counsel regarding this information, and to implement appropriate internal controls that will reduce the risk of antitrust violations.

3. No employee of the Company has the authority to direct, participate in, approve or tolerate any violation of the antitrust laws by anyone.

4. Any employee who has questions about the application of the antitrust laws to past, present or future conduct should consult with the General Counsel. The Company will endeavor to keep confidential the identity of employees who consult and who are not themselves personally involved in questionable conduct. The treatment of employees who have been involved in questionable conduct will be decided on a case-by-case basis, depending on the degree of culpability, but the fact of "self reporting" will weigh in an employee's favor.

II. GUIDE TO THE ANTITRUST LAWS

The antitrust laws are based on the fundamental assumption that a competitive process will increase the supply and reduce the price of goods and services. These laws therefore prohibit conduct that will either blunt the intensity of the struggle among competitors, on the one hand, or, on the other hand, so escalate that struggle by unfair means that only a single firm is likely to survive. Under U.S. law, the first risk is addressed by Section 1 of the Sherman Act, which prohibits agreements that unreasonably restrain competition. Illegal agreements among competitors are the most obvious examples of Section 1 antitrust violations. They are normally prosecuted criminally and aggressively by the government. Certain agreements with suppliers and with customers can violate Section 1 as well. The second risk is addressed by Section 2 of the Sherman Act, which prohibits certain individual conduct by a monopolist or by someone who attempts to become a monopolist. Both sections of the Sherman Act are expressed in general terms that have only been defined case-by-case by courts over a period of years. Although the Sherman Act is of greatest concern to people involved in marketing activities, it applies to everyone in the Company. People with responsibilities for purchasing, extension of credit, labor relations, and many other activities also need to be informed about the antitrust laws.

Another U.S. antitrust law, the Clayton Act, prohibits certain specific conduct that raises incipient competitive concerns but has not yet ripened into a Sherman Act violation. The Clayton Act covers subjects like mergers and joint ventures, service by one person as a director or officer of competing companies, discriminatory pricing and promotion in the sale of goods, and some forms of tying and exclusive dealing. The first two of these provisions will not be covered in this document because the limited number of Company employees who are concerned with them should seek specific instructions from the General Counsel.

A. AGREEMENTS AMONG COMPETITORS

Agreements among competitors to fix prices, to reduce price competition by allocating customers or markets, or to exclude other competitors from the market are the most serious antitrust offenses. These agreements are almost always held to be illegal *per se*, which means that they cannot be justified by arguments about the reasonableness of the prices charged or the need to avoid chaos in the marketplace.

1. Price Fixing

It is not always easy to recognize what is and what is not price fixing. It is price fixing for two competitors to agree on the prices they will each charge to their own individual customers or to agree not to bid against someone else for business. It is also price fixing if two competitors discuss general pricing ranges or policies because these discussions may have an impact on actual price quotations. Not every discussion of price among competitors amounts to price fixing. For example, if one company provides goods or services to a competitor, a price obviously has to be established. This is not price fixing. In these Policies and Procedures, "price" has been used as a shorthand expression for a variety of terms of sale. Details like credit terms, discounts, and warranties are an element of price.

2. Market Allocation

Agreements among competitors to allocate markets, customers, product lines or business opportunities are also serious antitrust violations because they reduce or eliminate price competition. It is illegal for two competitors to agree that one of them will not sell in a particular area or to a particular customer that they both can presently serve. This agreement would reduce the present potential for competition. It may not be an illegal allocation, however, if these limitations are contained in intellectual property licensing agreements because they are more pro-competitive than an alternative scenario in which no licenses were granted at all. Legal advice is needed in these situations.

3. Group Boycotts

While the antitrust laws generally do not interfere with the right of a business individually to select the customers with which it will deal, a collective refusal to deal by competing companies, sometimes called a "group boycott," does raise very serious antitrust concerns. It is dangerous for one company to agree with another company that neither one will do business with a particular supplier or customer, nor that they will do business only with certain suppliers or customers or only on certain terms. Companies seldom engage in boycotts by design, but they may invite boycott claims inadvertently when they agree to establish and adhere to certain standards. Some competitors may not be able to meet these standards and are thus precluded from doing business with the companies that agreed on them. This does not mean that standard-setting activities are illegal. It does mean that legal advice is necessary to be sure that the standards can be objectively justified and that they have been established in an acceptable manner.

4. Specific Instructions

a. Competitor Communications

These instructions are designed to minimize the risk that an entirely legal discussion will, however

unintentionally, veer into a dangerous area, or later appear to have done so. Legal discussion of pricing for inter-company supply agreements, for example, can sometimes branch out into discussions of competitor intentions in other areas.

The substance of the discussion is significant, not the label. You cannot avoid the antitrust laws, for example, by announcing at the beginning that the purpose of the meeting is to discuss supply agreements, when the substance of the conversation deals with other prices. Discussions of pricing "policies" are therefore particularly dangerous. It is also important to remember that a court may find there has been an illegal "agreement" under the antitrust laws, even though there is no written contract, no "handshake," and no words that indicate agreement. Even casual conversation, followed by actions that are consistent with the conversation, may be evidence of an illegal agreement. In fact, competitors may be accused of making illegal agreements even though there are no direct communications at all. If, for example, a price increase is announced well in advance of the effective date, it may sometimes be argued that the announcement was a "signal" to competitors that invited an agreement to take similar action. Moreover, it could be illegal to use an intermediary, like a common customer, to relay information about pricing intentions back and forth with another competitor. The intermediary could also be charged with a violation in this situation.

To summarize:

- DO exercise independent judgment and, to the extent possible, avoid even the appearance of collusion with a competitor.

- DO make all pricing decisions independently of competitors or others outside the Company, in light of Company costs, general market conditions and competitive prices.

- DO confine all discussions with competitors, whether they involve specific buy/sell agreements or broader trade association contacts, to the immediate subjects for which the meeting was convened. If there is an agenda, limit the discussion to the agenda items. If you have any questions about the topics to be discussed and the topics to be avoided, consult with the General Counsel in advance.

- DO NOT enter into any discussion with any competitor on the following subjects (unless negotiations are necessary to consummate a bona fide supplier/customer relationship):

  · Prices or discounts
  · Warranties
  · Terms or conditions of sale (including credit)
  · Costs, cost coverage, margins or profits
  · Bids or intentions to bid
  · Sales territories or customers
  · Any other matters on which agreement would be inappropriate under the Company's Policy

- DO NOT remain at any meetings with competitors (including informal social gatherings) where any of the forbidden subjects are discussed. DO NOT leave quietly; explain the reasons for your departure so people will remember it, and promptly report the incident to the General Counsel.

- DO NOT obtain information about a competitor's business (unless necessary to consummate a *bona fide* supplier/customer relationship or to serve particular customers jointly) directly from the competitor itself. You may obtain information about competitors from public sources or from customers.

- DO NOT provide business information to a competitor (subject to the same exception stated above). You obviously may provide customers with price information, even though competitors may also obtain it, but limit communications with customers to those that are absolutely necessary so that you may avoid any appearance that they are being used as conduits.

- DO NOT announce pricing actions far in advance in order to "test the waters" for a competitor's response; advance announcements are dangerous unless they can be justified by the need to inform customers.

- DO NOT request competitors to send copies of their price lists. If you obtain this information from customers or other third-party sources, document where you obtained the information.

b. Trade Associations

Be particularly careful at trade association or similar meetings. These meetings, which by definition are gatherings of competitors, can raise serious antitrust problems. Because representatives of competitors attend these meetings frequently, they get to know each other well, and there is the risk that normal social interchanges will spill over into dangerous areas. Moreover, for reasons already expressed, the standard-setting activities of trade associations can raise antitrust problems. The general rules about what may, and what may not, be discussed apply to these meetings as well.

To summarize:

- DO NOT participate in any meeting of a trade association or professional society that does not have a stated agenda.

- DO NOT participate in any business discussions, however informal, that are not on the agenda.

- DO clear trade association activities in advance with the General Counsel.

- DO document the source of any sensitive information you may obtain about a competitor to avoid any later inference that the information was improperly obtained.

- DO consult with the General Counsel any time you have any concerns about discussions you may have had at a trade association or elsewhere.

B. AGREEMENTS WITH SUPPLIERS AND CUSTOMERS

Unlike so-called "horizontal" agreements with competitors, so-called "vertical" agreements with suppliers and customers (other than those relating to resale prices) usually are legal unless some

anticompetitive effect can be demonstrated and can be justified on the ground that they are reasonable. They are also far more likely to be embodied in specific contracts, rather than inferred from discussions, so there is less risk that ambiguous conduct will be misunderstood. These agreements can arise in most areas of Company activity. The following kinds of "vertical" agreements are most likely to raise legal questions, and therefore consultation with the General Counsel is essential.

1. Exclusive dealing or requirements contracts

A contract may provide that a supplier will provide and/or that a customer will buy all, or a stated percentage, of the customer's requirements. These agreements may preclude the supplier's competitors from participation in the business under contract. The legality of these arrangements depends on a variety of factors. In general, a contract for a short period of time, like one year or less, is less likely to raise antitrust concerns. Longer contracts may raise problems depending on the market shares involved and the business justification.

2. Preferential treatment

A legal question is raised if the same goods are sold to different customers at different prices, or if certain customers are favored in promotional programs. There may be legitimate justifications, but advice is required because there are technical distinctions. It is usually safe, for example, to enter into a "most-favored-nation" contract, which guarantees that no other customer will be treated more favorably than the contracting customer, while there can often be a problem if a contract guarantees that the contracting customer will get better treatment than anyone else.

3. Tying arrangements and reciprocity

There may be a problem when a company attempts to extend whatever power it may possess in some segments of its business (the "tying" products) into other segments of its business (the "tied" products). On the other hand, it is not illegal to package the sale of goods or services at a particularly favorable price so long as the customer has the realistic choice of purchasing the individual goods or services separately. Reciprocity differs from tying in that the seller of one product or service is the buyer of the other. The difference between illegal reciprocity and legal commercial relationships is difficult and legal advice is necessary.

4. Resale price restrictions

Unlike other "vertical" contracts, agreements with customers on the prices that they will charge to their customers are almost invariably illegal. Thus, if the Company is a wholesaler of products or services, it usually cannot agree with its retail customers on the resale prices they will charge to their customers.

5. Specific Instructions

The law in this area is complicated, but experienced counsel can usually structure legal arrangements that achieve legitimate business objectives. It should be noted also that it sometimes may be difficult to draw lines when transactions with affiliates are involved. In general, the antitrust laws do not apply

to agreements between companies that have common owners, but legal questions can arise when the owners are not identical.

To summarize:

- DO consult with the General Counsel about any proposed contractual arrangement that raises the specific issues mentioned in this subsection.

- DO NOT share information about the Company's sales to or purchases from a particular customer or supplier between the Company's purchasing and sales departments, without specific clearance from the General Counsel.

C. MONOPOLIZATION

The Company does not have a monopoly in any area of business. However, companies can be accused of illegal monopolization even though they have less than a complete monopoly, and they can be accused of attempted monopolization with an even smaller share. Since courts sometimes consider relatively small geographic areas or limited product and service segments to be separate "markets" that can be monopolized, this area of antitrust law is of concern to any substantial enterprise. In particular, if it appears that the actions in question were prompted by a desire to destroy a competitor by unfair means—as contrasted with a desire to compete aggressively and improve the Company's position generally—a court is likely to apply a narrow market definition. The reason is that courts are likely to be offended by an anticompetitive intent, and also because an intention to hurt a particular competitor may provide some evidence that a company has power to do so. It is also important to note that the monopolization offenses do not require an agreement with another party; the law applies to individual actions.

Monopolization claims arise principally in these areas:

1. Refusals to deal

Although a business is typically free to select its own customers, there may be antitrust liabilities if a company refuses to enter into a relationship with a potential customer that does not have other feasible alternatives. If a customer, supplier or another carrier requests a relationship with the Company that does not appear to be in the Company's best interests, the matter should be referred to the General Counsel before any decision is made.

2. Terminations

It is usually more risky to terminate an existing business relationship than to refuse the relationship in the first place, in part because it is easier for the terminated business to allege damage. Proposed terminations of a significant supplier or customer relationship, other than terminations that are mutually agreeable, should be referred to the General Counsel.

3. Predatory pricing

This involves the establishment of very low prices to gain market share. It is sometimes difficult to distinguish between pro-competitive aggressive pricing and predatory pricing that threatens the competitive process, since both kinds have an adverse impact on particular competitors. As a general rule, any price that does not cover the out-of-pocket or "marginal" cost of providing the service or making the product is likely to raise predatory pricing issues. Again, questions in this area should be referred to the General Counsel.

4. Dual Distribution

The term "dual distribution" refers to a situation where the Company does business at more than one level in the distribution system: for example, when it acts as both a wholesaler and a retailer. The claim may be made that the Company's wholesale prices are so close to its retail prices that independent retailers are "squeezed" and unable to compete. These claims raise monopolization-type issues because the retailers will try to show that the wholesale prices are artificially high and that they do not have sources of supply at lower prices.

Dual distribution can also raise other antitrust issues. As already indicated, it is illegal for the Company as wholesaler to agree with its retailers on the prices they will charge. To the extent that the Company performs retail functions itself, any such conduct could also be prosecuted as a particularly serious price fixing agreement between competitors. It is not illegal, however, for the Company unilaterally to select retailers on the basis of their general business philosophy, even though this selection could affect the competitive environment in which the company acts as a retailer itself. Moreover, it is not illegal for the Company to choose to operate through retailers in some areas, and to act directly in others, even though this could superficially appear to involve an allocation of markets.

Dual distribution by itself is not considered illegal in the current antitrust environment. Nonetheless, the Company should avoid words and actions that will confuse the Company's dual roles. For example, when the Company is negotiating "vertical" (supplier/customer) agreements with a customer, the Company should not attempt to discuss "horizontal" (competitor/competitor) issues involving the same party as a competitor.

5. "Inside" v. "Outside" Preferences

This is another aspect of the "dual distribution" problem. The extent to which the Company favors its affiliates in sourcing, supplying or pricing may raise antitrust concerns. In general, there is no obligation to initiate a business relationship with outside companies, but there may be problems once an outside relationship has been established—especially if there are capacity constraints in the relevant market. Again, the General Counsel should be consulted when potential conflicts of this kind arise.

6. Specific Instructions

The element of intent is important in monopolization cases, as is the existence of, or potential for, market power. These issues are likely to be determined on the basis of documents that were prepared

at the time of the challenged actions rather than on the basis of testimony later on. Therefore, the most troublesome problem is the natural tendency of business people to make exaggerated claims about their intentions and their accomplishments, and to overstate the strength of their company and the weakness of their competitors. They may also unconsciously use certain “buzzwords” (such as using “market” to describe sales of a particular product or service or to refer to a particular geographic area) that suggest unintended legal conclusions. The Company in its normal review of various documents will provide more specific counsel about these words on a case-by-case basis.

To summarize:

- DO NOT make statements—orally or in writing—which exaggerate the Company's competitive power or which might suggest a predatory intent.

- DO NOT write reports that suggest the Company can project sales or profits without reference to marketplace competition.

- DO NOT write or say anything that might be taken as an expression of an intent to monopolize, to capture a dominant share of the market, or to drive competitors out of business.

- DO NOT claim credit for results not specifically attributable to you or overstate your accomplishments.
- DO NOT express your sales objectives in negative terms: that is, the stated objective should be to increase the Company's sales rather than to reduce the sales of someone else. Avoid fighting, “locker-room” rhetoric.

- DO NOT suggest that the Company's size or scope enhances its ability to do things to competitors; it is all right to suggest truthfully that these factors enhance the Company's ability to do things for customers.

Some of these suggestions may seem to emphasize semantics over substance. This is unavoidable because there is a fundamental tension in the antitrust laws, which favor aggressive competition but disfavor monopoly—even though monopoly is sometimes the natural outcome of aggressive competition. The choice of words can make a difference. The use of appropriate terms also fosters a way of thinking that is pro-competitive and furthers the antitrust compliance policies of the Company.

D. PROCEDURAL MATTERS

The Company wants to comply with the antitrust laws in every respect, and it also wants to lessen the likelihood that it will be unfairly accused of violations. Inaccurate statements by people who do not have full knowledge of the facts can do serious harm.

Specific Instructions:

- DO keep these guidelines in mind as you prepare your day-to-day business correspondence and memoranda, including electronic mail. When matters arise which are related to any of the

subjects discussed, consult with the General Counsel or an appropriate member of management in advance to determine how to prepare the necessary documentation.

- DO seek guidance from the General Counsel immediately if you receive an inquiry from any government agency, or from any lawyer who purports to represent a client with a grievance.

- DO NOT write or send electronic mail when you can talk. Casual statements that are ambiguous or unobjectionable when written may later be misinterpreted, and the Company will be forced to explain what you wrote rather than what you actually did. Obviously, some financial and economic data must be written, but much of the information relevant to business and legal relations can better be communicated by talking.

III. CONCLUSION

As mentioned at the beginning, these Antitrust Policies and Procedures are not intended to make you experts in the antitrust laws and cannot cover all the problems that may arise. You should consult with your manager and/ or the General Counsel when you are in doubt about the legality of any business activity. Even if these Policies and Procedures do not seem to apply, consult whenever any proposed activity strikes you as "unfair," overreaching, or likely to be challenged by another party. Until you have received affirmative clearance for a proposal that raises doubts in your mind, do not do it.