

SALES AGENT AGREEMENT

This SALES AGENT AGREEMENT (this "Agreement") is made as of the ___ day of September, 2011 by and between RUBBERMAID COMMERCIAL PRODUCTS LLC D/B/A RUBBERMAID MEDICAL SOLUTIONS, a Delaware limited liability company ("Company"), and Enterprise Collaboration Solutions, Inc., a Georgia corporation ("Sales Agent").

WHEREAS, Sales Agent is in the business of promoting and selling products and Company is in the business of manufacturing and/or supplying products; and

WHEREAS, Sales Agent and Company wish to enter into this Agreement for the purposes of promoting and selling certain products;

NOW THEREFORE, in consideration of the premises, the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Appointment. Subject to the provisions of this Agreement, Company hereby appoints Sales Agent to be an independent sales representative to promote the sale of the Products (as defined below) to customers in the Territory (as defined below). For the avoidance of doubt, such appointment in the Territory is non-exclusive.

Section 2. Defined Terms. Below are definitions of certain terms used in this Agreement:

"Commission" means (i) a commission of 10% based on the Trade Sales of all Enterprise Products in which Sales Agent manages the entire sales cycle and does not engage Company as a sales resource and (ii) 2.5% on Leads resulting in Trade Sales of all Healthcare Products or Trade Sales of Enterprise Products where Company is engaged as a sales resource. In the event Sales Agent is engaged to serve as lead sales resource for the sale of any Healthcare Products, the parties will negotiate in good faith any Commission on such Trade Sales. Commissions on discounted or specially priced transactions will be negotiated by the parties in good faith.

"Enterprise Products" means all of the products set forth on Exhibit B hereof, as the same may be amended from time to time upon both parties' prior written consent.

"Lead" means a sales opportunity identified by Sales Agent which is registered with and approved by Company, in its commercially reasonable judgment. Leads may be located in any territory, including the Territory.

"Healthcare Products" means all of the products described on Exhibit C hereof, as the same may be amended from time to time upon both parties' prior written consent.

"Products" means all of the products described on Exhibit C hereof, as the same may be amended from time to time upon both parties' prior written consent.

"Territory" means the areas listed on Exhibit A.

“Trade Sales” means the non-cancelable gross sales (exclusive of any sales or consumption or value-added taxes due) of all Products invoiced to the Accounts by Sales/Service Agent less (i) the allowances and adjustments separately and actually credited or payable to customers for damaged or returned Products; and (ii) adjustments made to pricing subsequent to a sale to reflect accurate final pricing of the Products which may include off-invoice credits applied against invoice pricing (meet comp into-stock credits), off-invoice credits achieved as a result of reported sales (per electronic ePOP program on end-user contracts/bids).

Section 3. Products Terms. Products are to be offered at the prices, discounts and terms relating to the respective classes of customers as published from time to time by Company. All orders for Products are subject to acceptance by Company, and may be rejected by Company for any reason.

Section 4. Commission Paid.

(a) Subject to the provisions of this Agreement, Company will pay to Sales Agent the Commission.

(b) Upon termination of this Agreement, Commissions shall accrue only as orders are invoiced by Company prior to date of termination and are thereafter shipped to Company’s customers. Invoices shall be issued no later than 30 days following the order date; provided that if Company fails to issue such invoice, such failure shall not preclude Sales Agent from collecting any Commission that may be due in respect of such order. If Products are returned for credit upon which Commissions were paid to Sales Agent, Company shall deduct the Commission paid thereon from any Commissions earned thereafter.

(c) Commissions paid to Sales Agent on unpaid customer accounts that are (i) not paid within 90 days of invoice date or (ii) placed for collection may be charged back to Sales Agent and deducted from future commissions.

(d) If Sales Agent obtains an order from a customer located within the Territory, but the order is shipped to a location outside the Territory, then Sales Agent will receive Commissions based on “Bill-to” physical location.

(e) The foregoing Commissions paid to Sales Agent pursuant to this Agreement shall be the sole compensation for services and sales under this Agreement. Company shall have the right to apportion applicable Commissions in the event an order involves more than one sales representative.

(f) Subject to Section 5 below, Company will pay Commissions to Sales Agent once each month, which amounts will include payment for all Commissions earned by Sales Agent through and including the last day of the preceding month. A reconciliation statement indicating the manner in which Commissions were computed will be sent to Sales Agent monthly.

Section 5. Draw. During the first year of the Term, Sales Agent shall be entitled to a minimum of \$200,000 in compensation (the “Draw”) which shall be offset against

Commission payable. Sales Agent shall be eligible to receive all Commission in excess of the Draw. Sales Agent shall not be obligated to repay the Draw if commissions are less than the Draw. The Draw shall be payable as follows:

(a) 50% on the date RMS releases the remaining portion of the Cash Payment (as described in Section 3.3 of the Asset Purchase Agreement between C Port Solutions, Inc. and BTM Ventures, LLC dated as of the date hereof); and

(b) the balance shall be payable in equal amounts monthly in arrears.

If the Company terminates the Agreement prior to the end of the Term, Sales Agent shall be entitled to receive the balance of the Draw to be paid in full within 15 business days of the date this Agreement is terminated. If Sales Agent terminates the Agreement prior to the end of the Term, Sales Agent shall not be entitled to any remaining amounts owing on the Draw that are or shall become payable after notice of termination from Sales Agent is received.

Section 6. Direct Sales by Company. Company reserves the right to make direct sales of Products in the Territory. Sales Agent shall not be entitled to any commissions on any such direct sales. Company shall notify Sales Agent in writing as to any direct accounts, and Sales Agent shall abide by Company's instructions with respect to such accounts.

Section 7. Representation. Except as set forth on Exhibit B, Sales Agent represents that Sales Agent is not now representing or selling, and agrees that during the term of this Agreement and for a minimum period of twelve months thereafter Sales Agent will not promote or sell, any product that competes with any of the Products.

Section 8. New Products. If Company develops a new product that Company wants to include within the Products to be offered for sale to the Customers in the Territory (which, upon such determination by Company, shall become a Product), and such new Product competes with any product then being represented or promoted by Sales Agent, Sales Agent will have the option to terminate the competing product and to promote the sale of the new Product. If Sales Agent does not elect to exercise this option, Company reserves the right to terminate this Agreement.

Section 9. Sales Agent Responsibilities. Sales Agent agrees that subject to the provisions of this Agreement and so long as it is in effect, Sales Agent will:

(a) use best efforts to promote the sale of the Products, and to use best efforts to sell the Products to customers and prospects in the Territory and abide by Company's policies as they are communicated to Sales Agent;

(b) participate in all sales promotion programs, national sales meetings and trade shows relating to Sales Agent's representation, use only those promotional materials which are provided to Sales Agent by Company or approved in writing by Company;

(c) maintain an adequate place of business and a sales organization which actively and effectively solicits orders for the sales of the Products, which shall include, among other things, monthly personal sales calls to enhance sales of the Products;

(d) submit in writing a marketing plan for each of the lines of Products for the following year by December 1st for review and approval by Company. This marketing plan should include:

- (i) a strategy for the Territory and each Product;
- (ii) a survey of the Territory including a report on the salability and acceptance of the Product lines;
- (iii) a screening process that would recommend specific channels of distribution; and

(e) maintain constant contact with Company's accounts in the Territory reporting any changes in styles, attitudes and other pertinent market information;

(f) hold Sales Agent out to Sales Agent's accounts and the public as an authorized sales agent of Company, but only with such authority, and subject to the limitations, as set forth in this Agreement;

(g) assist in credit and collection matters as requested by the Company; and

(h) refrain from disparaging Company or the Products.

Section 10. Tax Obligations. Sales Agent shall be an independent contractor and responsible for payment of all taxes, including any and all federal, state and local taxes applicable to Sales Agent's activities hereunder, including, but not limited to, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees which might be required.

Section 11. Office Services. Sales Agent shall provide Sales Agent's own telephone, telecopy and other communications equipment, sales personnel, secretarial help and office services required to discharge Sales Agent's duties hereunder. In addition, Sales Agent is responsible for the payment of any travel, entertainment, promotion or selling expenses incurred in the discharge of Sales Agent's duties and Sales Agent agrees not to seek reimbursement of these expenses from Company. Sales Agent will not appoint sub-agents without Company's prior written approval.

Section 12. Authority to Bind the Other. Sales Agent agrees that nothing contained herein shall be construed to constitute Sales Agent as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect without the written consent of the other, it being intended that each party shall remain an independent contractor responsible for such party's own actions.

Section 13. Trade Names and Trademarks.

(a) Company utilizes and/or possesses rights in the trademarks and trade names related to the Products, and utilizes and/or possesses, and may hereafter utilize and possess, rights to various other trademarks all identified as such either by a TM or ® marking on the Products, each and all of which trademarks and trade names are hereinafter called the "Rights". Company makes no warranty or representation whatsoever (i) respecting its use and/or possession of exclusive ownership of the Rights in any location and (ii) that the Rights in the Territory as contemplated by this Agreement will not infringe any rights of any third party.

(b) Company will from time to time advise Sales Agent as to the location, style and manner in which the Rights are to be displayed or advertised by Sales Agent. Sales Agent will use the Rights only in the manner so specified by Company. Sales Agent's use of the Rights shall inure to the benefit of Company and any and all goodwill derived from such use will inure to Company's sole benefit. No other trademarks or trade names will be used or employed by Sales Agent on or in connection with any Product except as specified in writing by Company. At no time during the continuance of this Agreement or subsequent thereto will Sales Agent employ any of the Rights as its own, or include the Rights in any trade name or trade style of Sales Agent.

(c) Sales Agent acknowledges that Company is the owner of all right, title and interest in and to the Rights and recognizes the validity of the title to and ownership of the Rights by Company and will not take any action, either directly or indirectly, that may in any way impair the validity of Company's ownership of the Rights. Sales Agent will not during the continuance of this Agreement or at any time thereafter, use or register (with any governmental or other authority, local or foreign) any trademark or trade name identical with, or similar to, any of the Rights without the prior written consent of Company.

(d) Sales Agent shall protect the integrity of the brand and reputation of the Rights and Sales Agent shall assist Company in developing local language(s) version(s) of the Rights, where and if necessary. Any local language(s) version(s) of one or more Rights shall be deemed to be included within the definition of Rights. Sales Agent will take all such actions and will execute and deliver to Company or its authorized agents all such documents as Company may reasonably request in order to protect Company's complete interest in and ownership of the Rights, including any assistance reasonably requested by Company in connection with maintaining or effecting registration of any trademark or trade name in which Company has Rights.

(e) Sales Agent shall promptly notify Company, in writing, of any infringement or suspected or threatened infringement by a third party of any Right in the Territory that Sales Agent learns of at any time during the term of this Agreement. Company may decide in its sole discretion whether and what steps should be taken to prevent or terminate such infringement in the Territory, including the institution of legal proceedings and settlement of any claim or proceeding. Company will solely conduct and control any action(s) taken against infringers and may require Sales Agent to join as a party in any such legal proceedings where necessary for the conduct thereof at Company cost. Sales Agent will provide or procure

assistance, such as the furnishing of documents and information, and the execution of all necessary documents as Company may request.

(f) The Rights are and will at all times remain the exclusive property of Company. Nothing in this Agreement will give Sales Agent any interest in any of the Rights and Sales Agent will not at any time claim that its use of the Rights under this Agreement has created any right or interest of Sales Agent therein. Upon expiration or termination of this Agreement, Sales Agent will immediately discontinue use of the Rights and remove all references to the Rights from its property (tangible and intangible) and advertising media.

Section 14. Indemnification. Sales Agent agrees to indemnify and hold Company harmless from and against any and all claims, loss, liability, damage and costs (including court costs and attorney fees) that Company may sustain, or become liable for, by reasons of claims against it arising, in whole or in part, from the acts or omissions of Sales Agent, or of any agent, sales representative or other persons acting or purporting to act on behalf of Sales Agent. Sales Agent will, at its own expense, procure and maintain property damage, public liability, workmen's compensation and such other insurance in amounts adequate to protect Sales Agent and Company completely from any claim, which may arise, and shall furnish evidence thereof to Company upon request.

Section 15. Compliance with Applicable Laws. Sales Agent's performance under this Agreement and in any of its dealings with respect to the Products will at all times comply with all applicable laws and regulations of the Territory. Sales Agent will indemnify Company and hold it harmless from and against any losses, costs, damages or expenses that Company may sustain or incur on account of Sales Agent's failure to comply with this Section.

Section 16. Confidentiality. Sales Agent acknowledges that Company may provide Sales Agent from time to time with confidential information, including, without limitation, information regarding Company's sales and marketing plans and strategies, actual and prospective customers and suppliers, product development plans, competitive assessments, pricing policies and other similar information which has value to the Company and is not generally known to its competitors (the "Confidential Information"). Confidential information shall not include any data or information which has been voluntarily disclosed to the public by the Company (except where such disclosure has been made by Sales Agent without authorization) or that has been independently developed and disclosed to the general public by others, or otherwise entered the public domain through lawful means. Sales Agent further acknowledges that the Confidential Information is of substantial economic value to Company. Sales Agent will not, at any time during or after the expiration or termination of this Agreement, for so long as the Confidential Information remains confidential, (a) disclose such Confidential Information to any other person, firm or entity, or (b) use such Confidential Information for any purpose other than as necessary to perform its obligations under this Agreement. In no event will this Section or any other provision of this Agreement be deemed to require Company to provide Confidential Information to Sales Agent. Upon the expiration or termination of this Agreement, Sales Agent will promptly deliver to Company all tangible manifestations of Confidential Information in its possession or control, including, without limitation, all written documents and computer tapes, drives or disks reflecting or referring to such Confidential Information.

Section 17. Term and Termination. This Agreement will be effective as of the date hereof and continue in for a period of twelve (12) months following the date hereof, unless extended by written agreement of the parties. Either party may terminate this Agreement without cause upon no less than 60 days advance written notice of termination to the other party. Company will have the further right to terminate this Agreement immediately upon written notice to Sales Agent in the event of any of the following (each such event being "Cause"):

(a) the death, incapacity, permanently disabling sickness, insolvency or bankruptcy of Sales Agent, or any controlling shareholder, partner or owner of Sales Agent;

(b) Sales Agent ceases to function as a going concern or ceases to conduct its operations in the normal course of business as a sales agent;

(c) any sale or transfer, voluntary or involuntary, by operation of law or otherwise, of any substantial interest in the ownership or management of Sales Agent (for the purpose hereof, the term "substantial" means the transfer of a majority interest in Sales Agent or, a change in the ownership or management of Sales Agent that is unacceptable in the sole opinion of Company);

(d) any dispute, disagreement or controversy between or among the partners, managers, officers or shareholders of Sales Agent which adversely affects, in the opinion of Company, the ownership, operation, management, business or interest of Sales Agent;

(e) the appointment of any receiver or trustee for Sales Agent, the filing of a bankruptcy petition by or on behalf of Sales Agent, the adjudication in bankruptcy of Sales Agent, the liquidation or dissolution of Sales Agent or an assignment by Sales Agent for the benefit of its creditors;

(f) any breach by Sales Agent of any provision of this Agreement that is not cured within 30 days of notice of such breach;

(g) upon discovery by Company that the use of the Rights in the Territory or sale of Products in the Territory infringes the rights of third parties;

(h) any attempt by Sales Agent to assign this Agreement or any of its rights under this Agreement without the prior written consent of Company; or

(i) Sales Agent engaging in any of the following i) misconduct which is injurious to Company, (ii) fraud, dishonesty or misconduct in connection with the business of Company, or (iii) any act of moral turpitude reasonably likely to adversely affect Company or its business; or Sales Agent's (i) breach of this Agreement or of any other duty to or agreement with the Company or (ii) conviction of Sales Agent by a court of competent jurisdiction of, or entry of a plea of nolo contendere with respect to a felony.

Section 18. Rights and Obligations Upon Termination or Expiration.

(a) Upon termination or expiration of this Agreement, Sales Agent shall cease immediately the use of the Rights. Within 30 days after the expiration or termination of this Agreement, unless a new agreement in writing will have been entered into between the parties relating to the Products, Company or its designated agent in the Territory may, at its option, repurchase from Sales Agent at the price paid by Sales Agent plus actual transportation and import duties thereon, any or all Products which Company deems commercially usable, and any usable advertising and promotional materials owned by Sales Agent. Sales Agent shall destroy all advertising and promotional materials not purchased by Company. Sales Agent will, in any event, make available to Company, free of charge, all Products and materials that Company has made available to Sales Agent free of charge.

(b) Neither Company nor Sales Agent will be liable to the other, by reason of termination, expiration or non-renewal of this Agreement, for any procurement costs, compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases, or commitments in connection with the business or goodwill of Company or Sales Agent, as the case may be, or otherwise. Termination of this Agreement for any reason will not void the obligations or liabilities of Sales Agent or Company arising from sales made or orders invoiced prior to termination. Sales Agent will be obligated to receive and pay for all orders submitted to and accepted by Company before termination of this Agreement. During the 60-day notice period required prior to termination of this Agreement, Company may (a) ship Products by sight draft bill of lading or require cash on delivery, or (b) decline to accept purchase orders or ship the Products if Sales Agent is then in default with respect to its payment obligation to Company.

(c) In the event that Company elects in its sole discretion to accept any purchase orders for the Products from Sales Agent after the termination or expiration of this Agreement, any such action shall not be construed as a renewal of this Agreement or a waiver of any breach of this Agreement or of any right provided for in this Agreement.

Section 19. Force Majeure. Company will be excused from performance or delay in case of force majeure events, including, without limitation, strikes, lockouts and other labor disputes, wars, acts of terrorism, civil strife, riots, accidents, fires, floods, storms, earthquakes, government regulation, inability to obtain materials or parts, embargoes, transportation delays and other causes beyond the reasonable control of Company.

Section 20. Credit Information. Sales Agent shall keep Company informed, to the best of its ability, with respect to the financial position of customers who place orders with Company; and Sales Agent agrees, to use its best efforts, to keep Company advised with respect to changes in the economy in the Territory. Sales Agent shall provide access to financial and other information with regard to Sales Agents' sales activities performed on behalf of Company no later than thirty (30) days after Company requests such access.

Section 21. Non-Compete/Non-Solicitation. Sales Agent agrees that during the Term of this Agreement and for a period of one (1) year thereafter, it will not sell any products with substantially similar design and features designed, sold, distributed, manufactured

or produced by any person or entity that competes with Company. Further, during the term of this Agreement, and for a period of one (1) year thereafter, Sales Agent will not (i) recruit, solicit or in any manner encourage employees of the Company to leave the employ of Company. The foregoing prohibition applies only to employees with whom Sales Agent (or its representatives and/or agents) had actual contact pursuant to this Agreement during the preceding one (1) year period. Sales Agent shall be relieved of its obligations under this Section 21 if this Agreement is terminated by Company without Cause.

Section 22. Customer Relationships. Sales Agent acknowledges that Company has invested significant time and money in developing and maintaining its relationships with its customers and distribution partners that operate in the market (the "RMS Customers"), and that to the extent through the relationship with Company, Sales Agent actually has direct contact with the RMS Customers, Sales Agent agrees that during the term of this Agreement and for a period of one (1) year thereafter, Sales Agent will not offer for sale any competing product or any substantially similar products directly to those RMS Customers

Section 23. Right of Offset. Company shall have the right to apply any amounts due to Sales Agent against any amounts due from Sales Agent to Company.

Section 24. Amendment. This Agreement may not be modified or amended except in writing signed by the party against whom enforcement of any such modification or amendment is sought.

Section 25. General Provisions.

(a) Assignment. Company has entered into this Agreement with Sales Agent because of its confidence in Sales Agent's ability and obligations that Sales Agent has agreed to under this Agreement. This Agreement is personal to Sales Agent. Neither this Agreement nor Sales Agent's rights and obligations under this Agreement may be assigned or transferred, whether directly or indirectly, by operation of law or otherwise, without the prior written consent of Company.

(b) Notice. All notices required by this Agreement will be written in the English language and will be given by overnight delivery by an internationally recognized carrier or by facsimile confirmed by overnight delivery by an internationally recognized carrier to the following addresses or such other address as either party will specify in writing from time to time as its address for receipt of such notices:

If to Company:	If to Sales Agent:
Rubbermaid Commercial Products LLC 3124 Valley Avenue Winchester, VA 22601 Facsimile Number:	Enterprise Collaboration Solutions, Inc. c/o Louie P. Hicks, II _____ _____ _____
With a copy to:	With a copy to:
Newell Rubbermaid, Inc. 3 Glenlake Pkwy Atlanta, GA 30319 Attention: General Counsel – Tools, Hardware & Commercial Products Facsimile Number: (770) 677-8094	Nelson Mullins Riley & Scarborough LLP 201 17 th Street, Suite 1700 Atlanta, GA 30363 Attention: Jeffrey A. Allred Facsimile: 404-322-6050

(c) Waiver of Breach. Failure to insist upon strict compliance with any term of this Agreement will not be deemed a waiver of such term nor will any waiver or relinquishment of any right under this Agreement at any time be deemed a waiver or relinquishment of such right at any other time.

(d) Governing Law; Jurisdiction and Venue. This Agreement will be deemed to have been made in Huntersville, North Carolina. This Agreement and all rights and obligations hereunder will be governed by and construed in accordance with the internal laws of the State of North Carolina and not according to the 1980 U.N. Convention on Contracts for the International Sale of Goods. No effect will be given to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any legal action or other proceeding arising under or relating to the Agreement or the transaction under this Agreement will be brought only in courts in the State of North Carolina. Company and Sales Agent hereby consent to the personal jurisdiction of such courts over them in connection with any such action or proceeding, and waive any objection or defense based upon venue or such courts being an inconvenient forum for such action or proceeding.

(e) Export Controls. Company's obligations under this Agreement will be at all times subject to the export administration and control laws and regulations of the United States government, and any amendment thereto. Sales Agent agrees that it will not offer or agree to offer a government official, political party or candidate for governmental office anything of value to obtain or retain business, and that it will comply with the U.S. Foreign Corrupt Practices Act and the regulations issued thereunder and Newell Rubbermaid's Global Anti-Bribery and Anti-Corruption Policy, a copy of which is attached hereto as Exhibit D.

(f) Taxes, Duties and Other Charges. Any sales, excise, use or other taxes (including income, stamp and turnover or value-added taxes), duties, fees, charges or assessments of any nature levied under applicable law in connection with this Agreement or the transactions contemplated hereby, including transportation charges, whether levied against Sales Agent, against Company or its employees, or against any of Company's subcontractors or their employees, will be the responsibility of Sales Agent and will be paid directly by Sales Agent to the authority or entity concerned.

(g) Expenses Incurred in Protecting and Enforcing Company's Rights. Sales Agent will reimburse Company for any expenses incurred by Company in protecting or enforcing its rights under this Agreement as a result of any breach by Sales Agent pursuant to this Agreement, including, without limitation, any attorneys' fees and costs incurred in seeking to collect any amounts due Company by Sales Agent or in defending or prosecuting any action or proceeding arising from or relating to Sales Agent's breach and any Company transactions or dealings with Sales Agent as a result of such breach by Sales Agent.

(h) Severability. If any provision of this Agreement is held invalid or unenforceable for any reason under applicable law, the other provisions of this Agreement will remain in effect. The parties will replace any invalid or unenforceable provision with a new provision compatible with applicable laws and corresponding as close as possible to the purpose, spirit and intent of this Agreement.

(i) Remedies Cumulative. The remedies provided in this Agreement to Company and to Sales Agent shall be cumulative and in addition to all other remedies which the parties may exercise in equity or the law, and either party's exercise of any one or more of such remedies, or a waiver of its right to exercise any other remedy or remedies at the same time or at any other time shall not be deemed to be a waiver of any other remedy of Company or Sales Agent.

(j) Headings. Any Section headings in this Agreement are inserted for convenient reference only and shall not alter the interpretation of any provisions in this Agreement.


(k) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Facsimile signatures will be binding.

Section 26. Entire Agreement. This Agreement will not become effective or binding upon Company until signed by an authorized officer of Company. This Agreement constitutes the entire understanding and agreement between Company and Sales Agent regarding the subject matter of this Agreement, and supersedes any prior or contemporaneous agreements between the parties regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a writing executed by both parties that expressly states that it is intended to amend or modify this Agreement. As the product of informed negotiations, this Agreement shall not be subjected to the doctrine of *contra proferentum*, the doctrine of ambiguities, or any similar doctrine when being construed or interpreted. Further, Sales Agent

and Company each state that they have read and fully understand the terms of this Agreement, which are contractual in nature, with advice of counsel available.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ENTERPRISE COLLABORATION SOLUTIONS,
INC. (SALES AGENT)

By: 
Name: Louie P Hicks II
Title: CEO

RUBBERMAID COMMERCIAL PRODUCTS LLC
(COMPANY)


By: 
Name: _____
Title: **Michael R. Peterson**
Assistant Secretary

Exhibit A

Territories:

California

Exhibit B

Enterprise Products:

OmniPort

TelePort

DuoPort

Such others as may be agreed by the parties from time to time.

Exhibit C

Healthcare Products:

MediPort
MediPort LTE

Such others as may be agreed by the parties from time to time.

Exhibit D

Newell Rubbermaid's Global Anti-Bribery and Anti-Corruption Policy

Attached.

Anti-Bribery and Anti-Corruption Policy	Effective Date: 08/15/2011	Applies To: <input checked="" type="checkbox"/> U.S. <input checked="" type="checkbox"/> Global
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Global Anti-Bribery and Anti-Corruption Policy

Newell Rubbermaid Inc. ("Newell Rubbermaid" or the "Company") is committed to conducting its business legally, fairly, honestly and with transparency and integrity. The Company expects each employee to carry out their work and responsibilities in accordance with these principles. Newell Rubbermaid will not tolerate fraud, corrupt, dishonest or illegal activity by its employees and business partners under any circumstances.

This policy is applicable to Newell Rubbermaid and its affiliates, subsidiaries (including foreign owned and controlled subsidiaries), directors, officers, employees, agents, consultants, contractors, vendors, suppliers, joint venture partners, and other intermediaries acting on its behalf. Each of these parties has a responsibility for the deterrence and detection of fraud, and must immediately report any suspected fraud or evidence received regarding suspicious or improper behavior immediately in accordance with the reporting processes set forth in this Policy.

I. INTRODUCTION

The purpose of this document is to define Newell Rubbermaid's business practices related to compliance with the **Foreign Corrupt Practices Act of 1977 (FCPA)** and all amendments implemented since its inception, the **U.K. Bribery Act of 2010** and other similar laws in countries where we operate and conduct business. This Anti-Bribery and Anti-Corruption Policy reflects Newell Rubbermaid's global commitment to preventing corruption and business advantages obtained by improper means. Although this policy focuses on our Company's obligations under the FCPA and U.K. Anti-bribery Act, there are similar anti-corruption laws in many of the other countries where we conduct business. All employees must ensure their actions are in compliance with the laws of the country in which they are doing business.

Section II of this Policy outlines Newell Rubbermaid's policy with respect to our anti-bribery and anti-corruption obligations. Section III summarizes two of the laws that provide the basis of our legal obligations and provides employees with additional information on the legal requirements imposed on our Company as well as definitions of key terms. Section IV outlines our obligations and policies with respect to third-parties who act on the Company's behalf. Sections V and VI provide information regarding internal enforcement and resources for asking questions related to this Policy.

Any questions regarding appropriate business practices should be immediately directed to the Ethics and Compliance Team or the Legal Department in accordance with the reporting processes set forth in this Policy.

II. NEWELL RUBBERMAID'S ANTI-BRIBERY POLICY

Newell Rubbermaid expects its employees, representatives and business partners to conduct business in compliance with all applicable laws in the countries where the Company does business, including anti-bribery and anti-corruption laws.

Newell Rubbermaid's employees and third-party business partners are prohibited from directly or indirectly making any offer, payment, promise to pay, or to authorize an offer, payment or promise to pay anything of value to any foreign official, political party or party official for the purposes of:

- Influencing any act or decision of such person in his/her official capacity;
- Inducing such person to do or fail to do any act in violation of the lawful duty of such official;
- Securing any improper advantage; or
- Inducing such person to use his/her influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such issuer in obtaining or retaining business for or with, or directing business to any person.

All employees and third-party agents are further prohibited from directly or indirectly offering, giving, soliciting or receiving any form of bribe, kickback or other corrupt payment, or anything of value, to or from any person, company or organization, including government agencies, government officials, private companies and employees of private companies under any circumstances. **This is true even if such payments are common within the country you are doing business.**

No employee or third-party agent will be penalized for any delay or loss of business resulting solely from the refusal to pay a bribe, kickback or other corrupt payment.

Facilitation Payments

Newell Rubbermaid prohibits the payment of facilitation payments except under the following two conditions:

- The failure to make the payment would create an immediate risk to an employee's (or their traveling companion's) personal health or safety. In such circumstances, the Legal Department should be notified as soon as possible after the payment is made, and the payment shall be appropriately recorded in our books and records.
- The failure to make such a payment may severely and adversely affect the Company's ability to do business in that country as a result of the government official's failure to perform non-discretionary duties and **prior** written approval by a member of the Ethics and Compliance Team and/or Legal Department for

making the payment has been obtained. If such payments are approved and subsequently made, the payment shall be appropriately recorded in our books and records.

Promotional and Marketing Expenses

Newell Rubbermaid may pay for the reasonable cost of meals, lodging, or travel only where such expenses are incurred directly related to the promotion, demonstration or explanation of our products and services or in connection with the execution of a contract. Such promotional and marketing expenses must be bona fide and reasonable in light of routine business travel and entertainment. When meals, lodging, or travel are provided to government officials or agencies, such costs must be approved in advance by the Chief Financial Officer, General Counsel, Chief Ethics and Compliance Officer or the Ethics and Compliance Team. Travel expenses may not be provided for the spouse or other family members of either government officials or non-governmental persons, and travel shall not include any stops to destinations unrelated to the direct promotion and marketing of our products. Payments related to travel should be made directly to the service providers (e.g., airline, hotel, or Newell Rubbermaid's designated travel agency) – cash should never be provided directly to any government official. Promotional and marketing expenses may never be given to gain an improper business advantage and must be legal under the laws of the particular country involved.

Promotional Gifts

Promotional gifts of nominal value (e.g. pens, caps, and tote bags) may be given as a courtesy or a token of regard, in recognition of proper performance of a service or to promote goodwill. Such gifts must be small and should generally bear our Company logo or the logo of one of our brands. Such gifts may never be given to influence any act or decision or to gain an improper business advantage and must be legal under the laws of the particular country involved.

III. SUMMARY OF APPLICABLE LAWS

Foreign Corrupt Practices Act (FCPA)

The FCPA addresses corrupt practices between individuals, corporations and foreign public officials, political candidates, political parties, party officials and officers or employees of public international organizations.

The FCPA's basic prohibition is that no United States' company or U.S. person (U.S. citizen or U.S. lawful permanent resident) may directly or indirectly make payments, promises, or offers of anything of value to foreign officials, political parties or officials thereof, or political candidates to obtain or retain business, or to secure an improper advantage. This prohibition extends to third-parties if the company knows or has reason to believe that the third-party will offer, promise or make such prohibited payments.

A "foreign official" includes, but is not limited to, any officer or employee of a foreign government, any department or agency or instrumentality thereof, or any person acting

in an official capacity for, or on behalf of, any of the above persons or entities. A foreign official also includes an officer or employee of a public international organization. Examples of public international organizations include the International Red Cross, World Bank, World Health Organization and International Olympic Committee.

A foreign official also is any person acting in an official capacity for or on behalf of a government, agency, department, or instrumentality of the foreign government, or public international organization. This includes an entity hired to review or accept bids for a foreign government agency.

Note: In some countries where many corporate entities have some level of governmental ownership (e.g. China and Venezuela), such entities may also fall under the definition of a "foreign official."

Third-party Payments

It is unlawful to make a payment to a third-party, while knowing or suspecting that all or a portion of the payment will go directly or indirectly to a foreign official, political candidate, political party, or party official. This Policy prohibits all such payments. Newell Rubbermaid requires appropriate due diligence on its third-party business partners to confirm that each third-party relationship is formed with qualified and reputable individuals or entities.

Gifts, Entertainment and Samples

The FCPA provides two affirmative defenses where payments can be made to a foreign official, political candidate, political party, or party official.

- The payment, gift, offer, or promise of anything of value must be a reasonable and a bona fide expenditure, such as travel and lodging expenses, and directly connected to either of the following two situations: (a) The promotion or explanation of a company's products or services, or (b) The execution or performance of a contract with a foreign government or agency.
- The payment, gift, offer, or promise of anything of value is lawful under the written laws and regulations of the country of the foreign official, political candidate, political party, or party official.

Pursuant to our policies, payments made under this provision must have prior approval by the President of the applicable GBU and a member of the Ethics and Compliance Team and/or the Legal Department.

Facilitation Payments

The FCPA provides an exception for payments made to a foreign official, political candidate, political party, or party official where the facilitation payment is modest and made for routine governmental actions that are reasonable and legitimate business expenditures.

A "routine governmental action" does not include any decision by a foreign official to award new business or to continue business with a particular party. A routine governmental action is usually administrative in nature and performed by a low level foreign official.

Some examples of facilitation payments made for routine governmental actions include payments made for:

- Obtaining permits, licenses, or other official documents.
- Processing governmental papers such as visas and work orders.
- Providing police protection.
- Mail pick-up and delivery.
- Providing phone service, power and water supply.
- Scheduling inspections associated with contract performance or transit of goods across country.

Note: Although U.S. law permits facilitation payments, the laws of other countries (e.g. U.K.) often do not. Pursuant to our policy, Newell Rubbermaid does not permit facilitation payments except in the limited circumstances set forth in Section II above.

Record Keeping Requirements

As a publicly-listed company, Newell Rubbermaid and its foreign owned or controlled subsidiaries are required to make and keep books, records and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the company's assets, and to devise and maintain a system of internal accounting controls to provide assurances that:

- All transactions are executed in accordance with management's general or specific authorization.
- Transactions are recorded as necessary to permit preparation of financial statements in conformity with Generally Accepted Accounting Practices (GAAP).
- Accountability of assets is maintained.
- Access to company assets is permitted only in accordance with management's general or specific authorization.
- At reasonable intervals, a comparison shall be made between the recorded accountability of assets and the existing assets and action is taken with respect to any differences.

The purpose of these provisions is to prevent Newell Rubbermaid's associates from concealing bribes, having false entries in its books and records and having weak internal controls that fail to detect and prevent illegal activities. Willful failure to maintain an adequate system of internal controls, or willfully falsifying books and records is a criminal offense under the FCPA, punishable by heavy fines and imprisonment.

References:

- (1) Anti-Bribery, Books and Records and Internal Controls Provisions of The Foreign Corrupt Practices Act, 15 U.S.C. §§ 78m, 78dd-1 to 3, 78ff (2009), available at: <http://www.justice.gov/criminal/fraud/fcpa/docs/fcpa-english.pdf>
- (2) Lay Person's Guide to FCPA, available at: <http://www.justice.gov/criminal/fraud/fcpa/docs/lay-persons-guide.pdf>

U.K. Bribery Act

The U.K. Bribery Act consists of four separate criminal offenses which are very broad and complicated. Essentially, the four offenses are:

1. To offer, promise or give a bribe;
2. To request, agree to receive or accept a bribe;
3. Bribe a foreign public official to obtain or retain business; and/or
4. For a relevant commercial organization, to fail to prevent bribery by those acting on their behalf (the "corporate offense").

A detailed description of each offense with an example will be set forth below.

Offenses Under the U.K. Bribery Act

The offenses apply in the U.K. -- including England, Wales, Scotland and Northern Ireland. The bribery offenses also apply outside these jurisdictions where:

- The acts in question would have amounted to an offense within these jurisdictions; and
- The person accused was at the time a national of the U.K., an individual ordinarily resident in the U.K., a national of a U.K. overseas territory, or a body incorporated in the U.K.

As set forth in more detail below, a "relevant commercial organization" is defined very broadly. It includes not only U.K. companies and partnerships, but also foreign companies, such as Newell Rubbermaid, and partnerships which carry on business or any part of the business in the U.K.

Offense 1: Giving a Bribe

The crime of offering, promising or giving a bribe occurs where the briber offers, promises or gives a financial or other advantage to another person. This person need not be a foreign public official. In other words, this offense addresses private, commercial bribery. The briber either:

- Intends the advantage to induce a person to perform their relevant function or activity improperly;
- Intends the advantage to reward a person for the improper performance of such a function or activity; or
- Knows or believes that the acceptance of the advantage would itself, constitute the improper performance of a function or activity.

This crime applies to functions of a public nature, or activities connected with a business, trade or profession or activities performed in the course of a person's employment on or behalf of a body of persons (including unincorporated bodies).

Example of a

Violation of Offense 1: P gives a friend who works in the same company as X money to pass onto X in order to persuade X to provide P with confidential information about the company that P wants in connection with his own business.

Offense 2: Requesting a Bribe

The crime of requesting, agreeing to receive or accepting a bribe can occur in four different ways:

- R requests, agrees to receive or accepts a financial or other advantage intending that a relevant function or activity should be improperly performed by R or another;
- R requests, agrees to receive or accepts a financial or other advantage and the request, agreement or acceptance itself constitutes improper performance by R of a relevant function or activity;
- R requests, agrees to receive or accepts a financial or other advantage as a reward for the improper performance of a relevant function or activity by R or another; or

Blueland. F says that will only be possible if P provides X, a relative of F's, with help in the conversion of apartments/flats on F's land. P agrees to provide that assistance to F's relative.

Offense 4: Failure to Prevent Bribery

A relevant commercial organization that fails to prevent bribery and cannot prove it had adequate procedures in place that were designed to prevent persons associated with it from engaging in bribery (even if those procedures failed) will be guilty of violating Offense 4.

Offense 4 has four parts:

- Someone, A, is performing services for or on behalf of the commercial organization, C;
- C can either be a corporate body or a partnership which is either incorporated or formed in the U.K., or which carries on a business or part of a business in the U.K.;
- A bribes another intending to obtain or retain business or an advantage in the conduct of business for C; and
- C is unable to make out a defense of having in place adequate procedures designed to prevent persons associated with it from engaging in bribery.

If there is no person in C specifically tasked with preventing bribery, then the responsibility applies to any senior officer in C. Negligent failure of this person to prevent the bribery from being committed is enough to convict the commercial organization of a violation of Offense 4. In other words, Offense 4 is a strict liability offense, subject to an adequate procedures defense. Offense 4 covers C's employees, agents and subsidiaries.

In Offense 4, a "relevant commercial organisation" is defined very broadly. It includes not only U.K. companies and partnerships, but also foreign companies, such as Newell Rubbermaid, which carry on business or any part of the business in the U.K.

Example of a

Violation of Offense 4:

C decides to do business in Blueland. No one at C concerns themselves with whether bribes to secure business opportunities may be paid on C's behalf. C employs an agent, A, living in Blueland to establish business contacts on C's behalf with the government officials of Blueland. A bribes the government officials to place contracts with C. The directors of C had given no guidance to A on their attitude

towards bribery, even though it is well known that officials in BlueLand are open to bribery.

Record Keeping Requirements

While there are no specific accounting requirements under the U.K. Bribery Act, employees need to be mindful of their accounting obligations in each country in which they are doing business.

References:

(1) U.K. Bribery Act, April 8, 2010. The Act is available on the Ministry of Justice website at: <http://www.justice.gov.uk/publications/draft-bill.htm> Examples herein are taken from the Law Commission Report published in November, 2008.

(2) U.K. Secretary of State for Justice guidance for commercial organisations for preventing bribery, available at <http://www.justice.gov.uk/consultations/docs/bribery-act-guidance-consultation1.pdf>

IV. HIRING THIRD-PARTY AGENTS OR OTHER REPRESENTATIVES

Newell Rubbermaid employees are required to undertake appropriate due diligence in the selection of our business partners and to ensure that representatives acting on our behalf comply with applicable laws and this Policy.

In every instance, appropriate and documented due diligence measures should be undertaken to ensure that the third-party is qualified and reputable. Such measure may include, but are not limited to: review of publicly available sources and databases to obtain information on the potential representative; interviews; review of an International Company Profile obtained from the U.S. Department of Commerce; vendor surveys; other legally-permissible background checks; letters of reference or a summary of information obtained from provided references; compliance education and certifications; financial reviews; and flow of funds analyses consistent with U.S. and local laws. Due diligence efforts should be documented and maintained as a business record along with general information regarding why the services of the particular representative are necessary and their qualifications, experience, and relevant background. **All written contracts with third-parties with whom we do business should contain an affirmative statement regarding the third-party's agreement to comply with this Policy.**

Red Flags: If at any time during the due diligence process an employee becomes suspicious or concerned that a potential representative's background, behavior or demands may lead to a violation of this Policy, it is the employee's responsibility to ensure that all such issues are investigated and resolved prior to contracting with the potential representative. "Red flags" may include:

- the country where the representative will be conducting business on Newell Rubbermaid's behalf has a reputation for bribery and corruption;
- the representative is related to a government official;
- the representative or his/her company provides any type of false documentation;
- the representative refuses to agree in writing to abide by applicable anti-bribery and anti-corruption laws and this Policy;
- the representative cannot explain or inadequately explains the termination of a relationship with another company;
- the representative requests over-invoicing or that all or a part of the money paid by Newell Rubbermaid be paid in a third country, to a third party, in cash or in otherwise untraceable funds;
- the representative requests fees or commissions that are out of proportion to the value of the underlying services;
- the representative requests that the representation be kept secret; and/or
- the representative relies primarily on political and governmental contacts as opposed to investing the necessary time to promote our Company's products.

V. IMPLEMENTATION AND ENFORCEMENT OF THE GLOBAL ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Every Group and Global Business Unit is responsible for ensuring that Newell Rubbermaid's oversight of anti-corruption related issues is governed by the Ethics and Compliance Team and the Legal Department – each of which is comprised of high-level leaders throughout the Company who seek to identify and address anti-corruption related issues.

VI. REPORTING CONCERNS

To report any concerns, suspicious activities or violations of our Anti-Corruption and Anti-Bribery Policy please contact:

- The Ethics Hotline at <http://www-i.nwlconnect.com/Communities/Legal/ethics/Pages/default.aspx>
- the Ethics and Compliance Team at ethics@newellco.com
- The Legal Department <http://www-i.nwlconnect.com/Communities/Legal/Pages/default.aspx>

You may also seek guidance directly from the Chief Ethics and Compliance Officer, any member of the Ethics and Compliance Team or any member of the Legal Department

Inquiries regarding Appropriate Business Practices and Payments

Questions regarding approved permissive payments must be directed in advance to Newell Rubbermaid's Ethics and Compliance Team, the Legal Department or other resources specifically identified in this Policy.

This Policy supersedes all prior anti-corruption policies as of its effective date.

Newell Rubbermaid, Inc.

By: William M. Behlke
William M. Behlke
Chief Ethics and Compliance Officer

Revision history: Initial issuance August 1, 2011.

APPENDIX A:

Comparison Chart

	Foreign Corrupt Practices Act Anti-bribery Provisions	England, Wales, Scotland and Northern Ireland Anti-bribery Laws and Regulations
Source	15 U.S.C. §§ 78dd-1—3.	<p>The law is contained in a number of Acts, the main provisions are found in the following Acts:</p> <ul style="list-style-type: none"> • The Public Bodies Corrupt Practices Act 1889; • The Prevention of Corruption Act 1906; • The Prevention of Corruption Act 1916; and • Anti-Terrorism, Crime and Security Act 2001. <p>On 8 April 2010 the Bribery Act 2010 (the "Bribery Act") was passed which will replace the above laws. The Bribery Act is due to come into effect on July 1, 2011. This note deals with the law under the Bribery Act.</p>
Who can be punished?	<p>Offerors of forbidden payments who are:</p> <ul style="list-style-type: none"> • Issuers of securities that are required to register or file reports pursuant to the Securities Exchange Act, or any officer, director, employee, or agent of an issuer or any stockholder acting on behalf of an issuer; • <i>Domestic concerns</i> (i.e., citizens, nationals, or residents of the US or any legal entity with its principal place of business in the US or organized under the laws of the US) or any officer, director, employee, agent or stockholder acting on behalf of a domestic concern; or • Anyone acting within the territory of the US. 	<p>Offerors and acceptors of bribes.</p> <ul style="list-style-type: none"> • This includes individuals and senior officers of a corporate entity if the offense was committed with their consent or connivance. • The offense can be committed in the United Kingdom or by a person with a close connection to the United Kingdom. A close connection can include a British citizen, British resident, entities incorporated in any part of the United Kingdom and Scottish partnerships. • The offeror of a bribe to a Foreign Public Official. • A commercial organisation, if a person associated with it bribes another person and the organisation did not have adequate procedures in place to prevent such conduct. This applies to all partnerships or

	Foreign Corrupt Practices Act Anti-bribery Provisions	England, Wales, Scotland and Northern Ireland Anti-bribery Laws and Regulations
		companies incorporated in any part of the United Kingdom and to any foreign partnership or company that carries on a business, or a part of a business in the United Kingdom.

What constitutes the subject of the prohibited transfer?

"Anything of value" (examples may include but are not limited to cash or cash equivalents, real or personal property, offers of employment, etc.).

- There is no *de minimus* amount.
- May include payment to a relative.
- Authorization of illicit payment to be made by someone else (e.g., sales agent).

Any financial or other advantage

The person to whom the advantage is offered, promised or given does not have to be the same person as the person who has/ will/ may perform the function or activity concerned.

It does not matter whether the advantage is offered, promised or given directly or through a third-party.

What is prohibited and involving whom?

Offers, promises (the payment does not have to be in fact made) or payments of:

Anything of value

- To a *foreign official* (i.e., any officer or employee of any foreign government, department or agency of a foreign government, or any instrumentality of a foreign government, or of a public international organization, or any person acting in an official capacity for or on behalf of any such person or entity), foreign political party, party official, any candidate for foreign political office, or any other person while *knowing* (i.e., actual knowledge, substantial certainty, or a firm belief) that all or part of the payment, promise or offer to pay will be passed onto one of the above;
- Third-party payments are also prohibited (e.g., foreign sales rep, marketing consultant,

Offering bribes to another person:

- This occurs where a person offers, promises, or gives a financial or other advantage to a recipient in exchange for the recipient's improper performance of a public or business activity.
- This applies in the public and the private sector.

Accepting/Receiving a bribe:

- This occurs where a person requests, agrees, or accepts a financial or other advantage in exchange for the recipient to perform a public or business activity improperly.
- This applies in the public and the private sector.

Bribing a "Foreign Public Official":

- This occurs where a person attempts to influence a foreign public official (including an official of a public international organisation) in their official

	Foreign Corrupt Practices Act Anti-bribery Provisions	England, Wales, Scotland and Northern Ireland Anti-bribery Laws and Regulations
	<p>distributor, joint venture partner, foreign subsidiary or contractor);</p> <ul style="list-style-type: none"> • With corrupt intent; • For the purpose of influencing an official act or decision of the person, inducing that person to do or omit to do any act in violation of their lawful duty, inducing that person to use their influence with a foreign government to affect or influence any government act or decision, or secure any improper purpose; and • To assist in obtaining or retaining business for or with, or directing business to any person. • Applies to existing and future business (e.g., obtaining or renewal of contracts, etc., as well as corrupt payments relating to performance of existing contracts or carrying out existing business). 	<p>capacity to obtain business (which includes a business advantage).</p> <ul style="list-style-type: none"> • This offense is not dependent on improper performance by the foreign public official. <p>The key elements of the offense are:</p> <ul style="list-style-type: none"> • An intention to influence a foreign official in his official capacity; • An intention to obtain or retain business, or to secure an advantage in the conduct of business; and • The relevant act or omission is neither permitted nor required by local written law (or the rules of a public international organisation). <p>Failure of a Company to Prevent Bribery</p> <ul style="list-style-type: none"> • This occurs when a person "associated" with the company or partnership (including employees, agents and third-party associates) bribes another person to get business (or obtain a business advantage). • No direct contractual link is required between the "associated person" and the organization. • The only available defense to this charge is if the company or partnership can prove that it had in place "adequate procedures" designed to prevent bribery.

Penalties

Maximum penalties:

Individual – 10 years and/or unlimited fine.

Foreign Corrupt Practices Act Anti-bribery Provisions

England, Wales, Scotland and Northern Ireland Anti-bribery Laws and Regulations

- Corporations:
 - Criminal - US \$2 million or twice the gain or loss realized.
 - Civil - US \$10,000.
- Individuals:
 - Criminal - US \$100,000 or twice the gain or loss realized, 5 years imprisonment, or both.
 - Civil - US \$10,000.
 - *Whenever a fine is imposed on any corporate officer, director, employee, agent or stockholder, the corporate entity may not pay, directly or indirectly, the individual's fine.
 - **Anti-bribery violations are subject to the general U.S. Code fines provision (18 U.S.C. § 3571) which provides that an individual may be fined a maximum of \$250,000.

Companies – Unlimited fine.

Exceptions/ Affirmative defenses

Exception:

- "Grease payments": payments to a foreign official, political party, or party official to speed up or secure performance of routine governmental action.

Affirmative Defenses:

- Conduct is lawful under the written laws of the country of the foreign official, political party, party official, or candidate; or

General rule- no exceptions or defenses.

- A commercial organisation is not guilty of an offense if a person associated with it bribes another person and the organisation had adequate procedures in place to prevent such conduct.

	Foreign Corrupt Practices Act Anti-bribery Provisions	England, Wales, Scotland and Northern Ireland Anti-bribery Laws and Regulations
	<ul style="list-style-type: none"> The payment, gift, offer, or promise of anything of value that was made, was a reasonable and bona fide expense incurred by or on behalf of a foreign official, party, party official, or candidate and was directly related to (1) the promotion, demonstration, or explanation of products or services or (2) the execution or performance of a contract with a foreign government or agency thereof. 	