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Approved by: Board of Directors
Panasonic Asia Pacific Pte Ltd
Issued by: Legal & Risk Management Group
Panasonic Asia Pacific Pte Ltd

APAC REGION ANTI-BRIBERY & CORRUPTION RULES

Rules for Clean Business Dealings in Southeast Asia & Oceania

Purpose

Article 1.

These Regional Rules are supplemental to Panasonic Corporation's Global Anti-Bribery/Corruption Policy ("**Global Policy**") and the Global Relevant Rules, namely (a) Rules on Gift and Hospitality for Anti-Bribery/Anti-Corruption, (b) Rules on Conflicts of Interest, and (c) Rules on Third-Party Intermediaries Risk Management for Anti-Bribery/Anti-Corruption ("**Global Policy & Relevant Rules**") for the purpose of ensuring compliance with applicable anti-bribery laws and regulations in Southeast Asia and Oceania ("**Anti-Bribery Laws**") as well as address the customs, practices and business conditions of the region. Unless otherwise provided in these Regional Rules, Directors and Employees shall be guided by the Global Policy & Relevant Rules and any other Applicable Relevant Rules.

Business Management Unit may establish and implement operational rules, guidelines and protocols for their business operations in Southeast Asia and Oceania that comply or supplement the standards and requirements in these Regional Rules. But any rules, guidelines and protocols that are inconsistent or less stringent than these Regional Rules shall be void to such extent.

Scope of Application

Article 2.

- (1) Directors and Employees of all Business Management Units operating in countries under the purview of APAC Regional Headquarter must comply with the Global Policy & Relevant Rules, these Regional Rules and Anti-Bribery Laws without exception and without regard to conflicting customs and practices.
- (2) Guidance regarding these Regional Rules should be sought from the Legal Affairs Head of APAC Regional Headquarter.

Definition

Article 3.

In these Regional Rules, the following terms and expressions have the following definitions:

- (1) "**Anti-Bribery Laws**" shall have the meaning described in Article 1.
- (2) "**APAC Regional Headquarter**" means Panasonic Asia Pacific Pte., Ltd. (including its successors-in-title).
- (3) "**Commercial Party**"/"**Commercial Parties**" means third parties

**Gifts, Meals,
Entertainment and
Hospitality**

(including Third-Party Intermediaries but not Government Officials) that have an existing or potential business relationship with the Business Management Unit.

- (4) **“Department Head”** means the person designated as the head of department in the Business Management Unit.
- (5) **“Global Policy”** and **“Global Policy & Relevant Rules”** shall have the meaning described in Article 1.
- (6) **“Hosting Party”** shall have the meaning described in Article 4(7)
- (7) **“Potential Conflict of Interest”** means personally or a Family Member (a) holding any ownership or financial interest in any company or other businesses (other than as a shareholder holding less than 1% of the publicly listed shares) in any existing or potential Commercial Party, (b) holding any position whether as an employee, director or officer in any existing or potential Commercial Party, (c) receiving or arranging to receive any compensation or benefits (e.g. salary, remuneration, fees for services or any other form of reward or benefit) from any existing or potential Commercial Party, or (d) having any corporate, personal and family business interests and/or relationships that may involve or relate to an existing or potential Commercial Party in any way or any matters that could reasonably be interpreted or viewed as a possible conflict of interest with a Business Management Unit, or having an appearance of a divided interest or loyalty on the Employee's part.
- (8) **“Potential Conflict of Interest Disclosure Form”** shall have the meaning described in Article 7(5).
- (9) **“Supply Chain Decisions”** means decisions related to sourcing, recommendation, evaluation, selection, engagement of Commercial Parties, and negotiation of business terms with Commercial Parties.
- (10) Unless expressly specified in these Regional Rules, terms defined in the Global Policy & Relevant Rules shall have the same meaning in these Regional Rules.

Article 4.

- (1) Any offer of gifts, meals and entertainment to Government Officials and Commercial Parties are subject to (a) the conditions set forth in Chapter 2 of the Rules on Gift and Hospitality, and (b) the thresholds for monetary value and frequency in Table A below.

Table A

Country	Gifts	Meals & Entertainment
	2 times per fiscal year	4 times per fiscal year
Thailand	THB 3,000	THB 3,000
Vietnam	VND 2,000,000	VND 2,000,000
Others	US\$100	US\$100

The above monetary values are inclusive of applicable tax and services charges and based on a per person basis.

Employees must obtain prior approval for the offer of gifts, meals and entertainment from the Department Head. All exceptions to the thresholds in Table A must be approved by the Division Director after consulting with the Legal Affairs Head.

Employee must not use personal funds or third parties' funds to circumvent the conduct and activities prohibited under these Regional Rules.

- (2) Subject to the conditions set forth in Chapter 3 of the Rules on Gift and Hospitality, Employees may accept gifts (other than cash, cash equivalent or items convertible to cash), meals or entertainment from Commercial Parties that are reasonable and proportionate if (a) there is no expectation of favor or unfair business advantage in return from Commercial Parties, and (b) the value or frequency of gifts, meals or entertainment received do not exceed the thresholds for monetary value and frequency in Table B below.

Table B

Country	Gifts	Meals & Entertainment
	2 times per fiscal year	4 times per fiscal year
Thailand	THB 3,000	THB 3,000
Vietnam	VND 2,000,000	VND 2,000,000
Others	US\$100	US\$100

The above monetary values are inclusive of applicable tax and services charges and based on a per person basis.

- (3) If Employees receive gifts, meals or entertainment and the cost for the individual exceeds the thresholds in Table B, the recipient must submit the Disclosure Form for Acceptance of Any Thing of Value in Appendix A or other format approved by the Legal Affairs Head of APAC Regional Headquarter to their Department Heads for acknowledgement before submitting the Disclosure Form to the Legal Affairs Head of APAC Regional Headquarter.
- (4) Notwithstanding the preceding Sub-Articles (1) and (2), the offer or acceptance of the following gifts, meals and hospitality are permissible under these Regional Rules:-
- (a) food and drinks that are customarily offered as gifts during festive occasions (e.g. traditional sweets and cakes),
 - (b) food and refreshments served at public events and business

meetings (e.g. opening ceremonies, advertising and marketing events, conferences and suppliers' meetings) that are not lavish in the light of acceptable business practice (e.g. biscuits, cakes, snacks, fast food, coffee and tea),

- (c) inexpensive or modest corporate gifts (e.g. souvenirs bearing corporate logo such as calendars and pens), and
 - (d) symbolic tokens of appreciation (e.g. plaque and trophy made from acrylic or other non-precious materials)
- (5) When deciding the appropriateness of the offer or acceptance of gifts, meals and entertainment, Employees are required to exercise sound business judgment and conduct themselves in a professional and ethical manner by avoiding any conduct that creates the appearance or may be perceived by others as bribery.

Examples of situations that may be considered inappropriate to offer or accept gifts, meals and entertainment include: tender, sales pitching, contract renewal, dispute settlement and other situations where the recipient may feel obliged or be influenced because of the nature and/or value of the gifts, meals and entertainment.

- (6) Employees must not accept invitation from third parties ("**Hosting Party**") for site visits or business related trips where expenses such as travel and lodging costs are borne by the Hosting Party without the prior approval of the Division Director. The following considerations will be taken into account in deciding the appropriateness of the invitation: (a) there is a clear and specific business purpose or necessity for the site visits or business related trips and there is reasonable basis for invitee to cover the costs; (b) schedules and itineraries of site visits and business related trips must be tightly controlled to reflect the business objectives (i.e. entertainment, leisure or sightseeing must not be the main purpose); and (c) site visits or business related trips are pre-approved in accordance with applicable rules of the Business Management Unit.
- (7) Business Management Units should seek guidance from the Legal Affairs Head of APAC Regional Headquarter if they have any queries on whether any gifts, meals and entertainment are appropriate in any circumstances under these Regional Rules.

Facilitation Payment

Article 5.

- (1) No Facilitation Payments in any form must be paid to Government Officials according to Article 6 of the Global Policy, and Employees must give full and truthful report to the Legal Affairs Head and Division Director if there has been any attempt by Government Officials to extract Facilitation Payment. The report must include

Donations and Sponsorships

full account of the circumstances, any perceived or actual threats to their life, body or liberty, and the Employees' response.

- (2) Business Management Units must ensure that Third-Party Intermediaries who are Administrative Service Providers do not make any Facilitation Payment to Government Officials when carrying out any services or activities on behalf of Business Management Units

Article 6.

- (1) Donations and Sponsorships to demonstrate support and commitment to philanthropy and social causes under Panasonic Corporation's Corporate Social Responsibility ("CSR") programme are permissible so long as such contributions (a) advance Panasonic's CSR goals, (b) promote positive brand image for Panasonic, (c) comply with applicable laws and are not used as a subterfuge for bribery, (d) are reasonable and proportionate in value, and (e) are supported with clear, accurate and proper records.
- (2) Business Management Units may provide Sponsorships to an organization for specified activities or events provided that (a) the Sponsorship generates returns such as (i) positive corporate or product brand image for Panasonic or the Business Management Unit, and (ii) tangible corporate benefits that commensurate the value of the Sponsorship, and (b) Division Directors must ensure that the Sponsorship and the returns (i) comply with applicable laws and are not used as a subterfuge for bribery, and (ii) are recorded in a clear, accurate and proper manner.
- (3) Business Management Units should seek guidance from the Legal Affairs Head of APAC Regional Headquarter if they have any queries on whether Donations and Sponsorships are appropriate in any circumstances under these Regional Rules.

Management of Conflict of Interest

Article 7.

- (1) Directors and Employees must recuse themselves from Supply Chain Decisions and immediately inform their Division Director or Department Head if they are in any position of Potential Conflict of Interest. They must avoid or refrain from making decisions or influencing Supply Chain Decision relating to business dealings with Government Officials and Commercial Parties. They must immediately inform their Division Director or Department Head and provide full disclosure of the details of their Potential Conflict of Interest.
- (2) Directors and Employees who recommend Commercial Parties must fully disclose any prior or existing relationship with the recommended Commercial Parties to their Department Head and the personnel responsible for Supply Chain Decisions.

- (3) Directors and Employees are responsible on their own to recognize when they are or could be perceived to have Potential Conflict of Interest that may unduly influence their judgements, decisions or actions relating to Supply Chain Decisions. If in doubt, Employees should immediately consult their supervisors or the person in charge of legal affairs what circumstances might create a Potential Conflict of Interest.
- (4) All disclosures of Potential Conflict of Interest and the countermeasures for dealing with the Potential Conflict of Interest must be recorded in writing using the recommended standard form set forth in Appendix B ("**Potential Conflict of Interest Disclosure Form**").
- (5) Upon completion of the Potential Conflict of Interest Disclosure Form, including documentation of countermeasures, Employees are responsible for ensuring that the original is submitted to the Human Resources Department and a copy of the same is retained by the Department Head.
- (6) Although Potential Conflict of Interest is not by itself a violation of these Regional Rules or breach of business ethics, Employees will be subject to disciplinary action if they
 - (a) attempt to influence the outcome of business dealings because of financial, personal, social and family business interests and/or relationship whether or not they had disclosed any Potential Conflict of Interest; or
 - (b) provide false or misleading information or suppress any material facts in relation to their obligation to disclose Potential Conflict of Interest under these Regional Rules.
- (7) Employees must inform their Department Head in writing if there are any changes to the status or details of the Potential Conflict of Interest that were previously disclosed. The Department Head shall address the changes in accordance with these Regional Rules, and the Employee shall update the Human Resources Department in accordance with Sub-Article (4).
- (8) If a Department Head has any Potential Conflict of Interest, the Department Head shall inform the Division Director as an Employee under these Regional Rules, and the Division Director shall implement appropriate countermeasures (if any) in response to the disclosure of Potential Conflict of Interest as the Department Head in accordance with these Regional Rules.

**Anti-Bribery/Corruption
Risk Management for**

Article 8.

- (1) Division Director must ensure that (a) risk-based due diligence is

Third-Party Intermediaries

carried out for Third-Party Intermediaries using the Third-Party Intermediary Risk Management Tool in accordance with the applicable operational protocols and guidelines issued by Panasonic Corporation and APAC Regional Headquarter and (b) appropriate measures are taken to prevent or mitigate bribery risks.

- (2) In cases where the Third-Party Intermediary's Risk Classification is classified as High Risk, Business Management Units must seek guidance from Legal Affairs Head of APAC Regional Headquarter or its Headquarter Business Management Unit.

Fair Business Engagement of Commercial Parties

Article 9.

- (1) Before engagement or renewal of engagement of Commercial Parties, Division Director must ensure that proper due diligence and screening are carried out to ensure that the Commercial Parties are bona fide and legitimate entities who are qualified for the purpose of engagement and maintain appropriate ethical and reputational standards.
- (2) Business Management Units must also consider the following before engagement or renewal of engagement of Commercial Parties:-
- (a) reputation;
 - (b) existence of any past misconduct (e.g. crimes or scandals);
 - (c) experience, expertise and technical capabilities;
 - (d) presence of unclear accounting and financial charges or settlements;
 - (e) unusual requests or suspicious traits which may suggest bribery or corruption;
 - (f) knowledge, awareness and commitment to compliance, including Anti-Bribery Laws; and
 - (g) presence of Potential Conflict of Interests in Employees involved in the recommendation or the sourcing, evaluation, selection and engagement of Commercial Parties.
- (3) To ensure fairness and transparency in Supply Chain Decisions, Business Management Units must
- (a) record the reason and basis for the selection of Commercial Parties, including any qualification or eligibility criteria;
 - (b) ensure Employees have not received any Thing of Value from

**Commitment to Clean
Business Dealings and
Full Disclosure**

Commercial Parties in return for favourable treatment or unfair business advantage; and

- (c) promote clean and ethical business dealings and engagement with Commercial Parties, including providing Employees with a working environment that supports prevention of bribery and corruption and proactive disclosure of Potential Conflict of Interest.
- (4) Business Management Units must ensure segregation of roles and responsibilities for Employees involved in Supply Chain Decisions, and where practical, arrange regular job rotation for these Employees.

Article 10.

- (1) Employees must sign the Employee Clean Business Undertaking in Appendix C-1 of these Regional Rules committing to engage in clean business dealings and disclose any Potential Conflicts of Interest. All personal information collected by Business Management Units about Employees, their Family Member(s) and associated persons from Employees' disclosure under Article 7 will be used only to identify, assess and manage risks of corruption and Potential Conflicts of Interest under these Regional Rules.
- (2) Employees will be subject to disciplinary action if they intentionally make false or misleading statements and/or suppress any material facts where they are required to make disclosure under these Regional Rules.
- (3) Prior to the commencement of any applicable transaction, Business Management Units and Commercial Parties (other than Third-Party Intermediaries) must mutually commit to prevention of bribery and engage in clean business dealings by signing the Clean Business Dealing Agreement in Appendix C-2 of these Regional Rules or ensure that similar commitments under the Clean Business Dealing Agreement are included in written contracts. Business Management Unit, however, may decide to waive the requirement for Clean Business Dealing Agreement under this Sub-Article (3) in any of the following cases:-
 - (a) pricing and rates for the transaction are published or regulated, or
 - (b) Business Management Unit does not (i) appoint or select Commercial Party, and (ii) negotiate pricing or rates and terms of business with Commercial Party, or
 - (c) Division Director or Legal Affairs Head has exempted the requirement to sign the Clean Business Dealing Agreement and the reason is recorded in writing.

	<p>(4) In compliance with Article 7 of the Rules on Third-Party Intermediaries Risk Management for Anti-Bribery/ Anti-Corruption, Business Management Units and Third-Party Intermediaries must mutually commit to prevention of bribery and engage in clean business dealings by signing the Clean Business Dealing Agreement in Appendix C-2 of these Regional Rules or ensure that similar commitments under the Clean Business Dealing Agreement are included in written contracts prior to the commencement of any applicable transaction or when renewing contracts. Notwithstanding this, the Legal Affairs Head may provide other appropriate anti-corruption clauses for contracts with Medium and High Risk Third-Party Intermediaries in addition to the provisions of the Clean Business Dealing Agreement.</p> <p>(5) Guidance regarding any exceptions to the signing of Clean Business Dealing Agreement under sub-Articles (3) and (4) should be sought from the Legal Affairs Head of APAC Regional Headquarter.</p>
Obligation to Report	<p>Article 11.</p> <p>(1) Directors and Employees must promptly file a report via the Panasonic Global Compliance Hotline and provide full cooperation for the investigation if (a) they have been asked to provide or is offered any Thing of Value prohibited by the Global Policy & Relevant Rules, these Regional Rules or applicable Anti-Bribery Laws, or (b) they suspect another person engaging in conduct that is or might be in breach of the Global Policy & Relevant Rules, these Regional Rules or applicable Anti-Bribery Laws.</p> <p>(2) Business Management Units must immediately inform the Legal Affairs Head of APAC Regional Headquarter if they have reasons to believe that the Commercial Parties whom they have business dealings may be engaging in bribery or other corrupt practice.</p> <p>(3) All reports of actual, suspected or potential violations of Global Anti-Bribery/Corruption Policy, these Regional Rules or Anti-Bribery Laws will be promptly investigated.</p>
Periodic Review and Risk Assessment	<p>Article 12.</p> <p>Business Management Unit will (a) review its business activities and anti-bribery controls on a regular basis, and (b) carry out periodic risk assessment and monitoring of its bribery risks in order to improve its internal controls and processes against bribery and corruption.</p>
Effective Date	<p>Article 13.</p> <p>These Rules shall be effective from 1 August 2019. The APAC Regional Headquarter may from time to time issue supplementary policies, procedures and guidelines for these Regional Rules.</p>

These Regional Rules will supersede and replace Rules for Clean Business Dealings issued on 1 December 2014 (revised on 1 October 2016).

APPENDIX A

Article 4(3) APAC Region Anti-Bribery & Corruption Rules

TO: LEGAL AFFAIRS HEAD, PA LEGAL & RISK MANAGEMENT GROUP

DISCLOSURE FORM FOR ACCEPTANCE OF ANY THING OF VALUE

IMPORTANT: Accepting any thing of value such as gifts, meals, entertainment, rewards or hospitality from Government Officials and Commercial Parties that is considered excessive or disproportionate may be perceived as an acceptance of a bribe. Employees should thus exercise sound judgment when offered any thing of value and conduct themselves with integrity, impartiality, transparency and honesty at all times. **If you have received any thing of value from a Government Official or Commercial Party exceeding the thresholds for monetary value and/or frequency under the APAC Region Anti-Bribery & Corruption Rules, you must submit this Reporting Form for your Department Head's acknowledgement before reporting to the Legal Affairs Head of APAC Regional Headquarter.**

PARTICULARS OF EMPLOYEE MAKING THE REPORT			
Name:			
Employee No.			
Business Unit.		Designation	
REPORT			
Description of Benefits Received			
Actual / Estimated Value			
Purpose			
Name of Person. Designation and Business Associate			
Current or Future Relationship of the Business Associate			
Date of Acceptance			
DECLARATION			
I have not accepted the benefits reported above in return for granting special favours or advantage to any person and/or organization.			
_____		_____	
Employee's Signature		Date	
ACKNOWLEDGMENT BY DEPARTMENT HEAD			
Name: Designation: Company:		_____	
		Signature	
Comments:			

APPENDIX B

Article 7(4) APAC Region Anti-Bribery & Corruption Rules

POTENTIAL CONFLICT OF INTEREST DISCLOSURE FORM

SECTION A: To be completed by Employee

To: [Insert Business Management Unit Name] ("Panasonic")

I wish to disclose the following Potential Conflict of Interest arising from the discharge of my duties:

Person	Name of Business Associate & Nature of Business	Nature of Potential Conflict of Interest		
Self / Family Member/Others (Provide Full Name & Relationship)		Financial Interest / Ownership* <small>*Please provide details, if available</small>	Position & Department in Business Associate	Type of Compensation Received and Other Relationships / Interest

"Potential Conflict of Interest" will arise if you or your family member (a) holds any ownership or financial interest in any company or other businesses (other than as a shareholder holding less than 1% of the publicly listed shares) in any Commercial Party, (b) holds any position whether as an employee, director or officer in any Commercial Party, (c) receive or arrange to receive any compensation or benefits (e.g. salary, remuneration fees for services or any other form of reward or benefit) from any Commercial Party, or (d) has any corporate, personal and family business interests and/or relationships that may involve or relate to a Commercial Party in any way or any matters that could reasonably be interpreted or viewed as a possible conflict of interest with Panasonic, or having an appearance of a divided interest or loyalty on your part.

EMPLOYEE DECLARATION

All information that I have furnished here is true and accurate to the best of my knowledge as at the date of this Disclosure Form. I undertake to update Panasonic if there are any changes to the information that I have provided here and upon becoming aware of undisclosed Potential Conflict of Interests. If I have provided any false or misleading information or suppressed any material facts, I understand that I will be subject to disciplinary action

Name: _____
Designation: _____
Department: _____

Date _____

SECTION B: To be completed by Department Head

MANAGEMENT OF POTENTIAL CONFLICT OF INTEREST

Details of Potential Conflict of Interest	
Countermeasures against Potential Conflict of Interest disclosed in Section A	<p><i>Please select or describe other countermeasures</i></p> <p><input type="checkbox"/> No action required*</p> <p><input type="checkbox"/> Appointment of independent supervisor/checker/final approver</p> <p><input type="checkbox"/> Segregation or abstain from duties <i>e.g. exclude from process</i></p> <p><input type="checkbox"/> Replacement of duties on temporary/transaction basis</p> <p><input type="checkbox"/> Replacement of duties on permanent basis</p> <p><input type="checkbox"/> Others (<i>please specify</i>): _____</p> <p><i>*Please provide reason under Details of Countermeasure e.g. unrelated functions</i></p>
Details of Countermeasures	

 Name:
 Department Head
 Department:
 Date:

EMPLOYEE ACKNOWLEDGEMENT
_____ Name: Date:

Acknowledgement of Receipt by Human Resources Department

This Disclosure Form has been received and a copy provided to the Employee and his/her Department Head

 Name:
 Designation:
 Date:

APPENDIX C-1

Article 10 APAC Region Anti-Bribery & Corruption Rules

[Business Management Unit Letterhead]

EMPLOYEE CLEAN BUSINESS UNDERTAKING

To: [Insert Name of Business Management Unit] ("Panasonic")

1. During the course of my employment, I will not directly or through third parties
 - (a) offer, promise, agree to pay, authorize payment, pay or give benefits or anything of value to government officials or third parties in order to improperly influence their decision or obtain business advantage for Panasonic; or
 - (b) solicit or accept any benefits or anything of value for myself or my family members from any third parties in return for preferential treatment in their business dealings with Panasonic.
2. I will refrain from being involved in any decisions related to the engagement of third parties if there is any Potential Conflict of Interest* and give full disclosure of such Potential Conflict of Interest to Panasonic. I acknowledge and consent that Panasonic may use and process personal information about me and related individuals to identify, assess and manage the risk and impact of conflicts of interest.
3. I will not engage in any dishonest or fraudulent conduct, and undertake to discharge my job duties with integrity.

Name:

Designation:

Date:

You are considered to be in a position of "**Potential Conflict of Interest**" if either you or your family member (a) holds any ownership or financial interest in any company or other businesses (other than as a shareholder holding less than 1% of the publicly listed shares) in any Commercial Party, (b) holds any position whether as an employee, director or officer in any Commercial Party, (c) receive or arrange to receive any compensation or benefits (e.g. salary, remuneration fees for services or any other form of reward or benefit) from any Commercial Party, or (d) has any corporate, personal and family business interests and/or relationships that may involve or relate to a Commercial Party in any way or any matters that could reasonably be interpreted or viewed as a possible conflict of interest with Panasonic, or having an appearance of a divided interest or loyalty on your part.

APPENDIX C-2

Article 10 APAC Region Anti-Bribery & Corruption Rules

CLEAN BUSINESS DEALING AGREEMENT

This Agreement is dated ____ day of _____, 20 _____

Between [name of Commercial Party] ("**Business Associate**") and [name of Business Management Unit] ("**Panasonic**") represent, warrant and covenant to each other as follows:

1. Each party will perform their obligations related to all current and future business dealings ("**Business Dealings**") in compliance with all applicable laws and regulations, including anti-bribery laws of relevant jurisdictions ("**Laws**").
2. Each party (including its directors, employees and agents) must not make, authorize or offer any payments, gifts or other transfers of value, directly or indirectly, to any government official, organizations or private person to influence their actions or secure improper business advantage.
3. Each party agrees to keep accurate books and records of Business Dealings in a transparent manner, and provide supporting documents of compliance which the other party may reasonably requests.
4. Each party will immediately notify the other if it has reasonable grounds to believe that there is actual, potential or suspected breach of this Agreement or other forms of misconduct such as fraud and undisclosed conflict of interests by its directors, employees or agents in connection with the Business Dealings.
5. Any notifications to Panasonic under Clause 4 may be reported through the Panasonic Global Compliance Hotline (URL: <https://panasonicapac.ethicspoint.com>).
6. The parties agree to cooperate and resolve any concerns arising from Clause 4, failing which the party who is not in breach of this Agreement may withdraw from or terminate the Business Dealings upon written notice without liability.
7. The provisions of this Agreement will be incorporated into all contracts related to the Business Dealings.

[Name of Authorised Signatory]
[Designation]
[Name of Commercial Party]

[Name]
Managing Director
[Name of Business Management Unit]