

Code of Conduct for Suppliers and Other Third Parties



Momentive Performance Materials Inc. values its reputation for integrity. We strive at all levels of the company to adhere to the highest ethical standards in the conduct of our business and to comply with all applicable laws and regulations. We are judged not only by the business results we achieve but also by how we achieve them. We believe that organizations that operate ethically and with integrity build value over time and have the best chance for long-term success.

This Code of Conduct (the “Code”) applies to all Suppliers and other Third Parties that do business with Momentive Performance Materials Inc. and/or any of its subsidiaries anywhere in the world (“Momentive”). A “Supplier” is any business, company, organization, entity or person that: (i) sells or seeks to sell any kind of goods or services to Momentive, or (ii) performs or seeks to perform services for or on behalf of Momentive. A Supplier may be considered a Third Party for purposes of this Code, and will be referred to as such from this point forward. Other Third Parties include but are not limited to those who act as agents, (sales) representatives, distributors or resellers for Momentive.

All Third Parties will comply with this Code in all aspects of their dealings with, for or on behalf of Momentive. To that end, Momentive expects Third Parties to implement effective systems and controls that will promote compliance with applicable laws and foster a culture that values ethics and integrity in business dealings. Momentive also expects Third Parties to report any suspected violations of the Code using the contact information provided. Momentive reserves the right to assess and monitor a Third Party’s compliance with this Code and to take appropriate actions in the event of noncompliance.

Ethics and Compliance with Laws

Momentive expects its Third Parties to conduct business in accordance with the highest ethical standards and expects all employees of Third Parties to be sensitive to ethical considerations and the consequences of their actions.

Business Integrity

Any and all forms of corruption, extortion and embezzlement are strictly prohibited. Third Parties shall not take unfair advantage of Momentive through abuse of privileged or proprietary information, misrepresentation of material facts or any other unfair or dishonest practices.

Fair Competition

Third Parties shall not engage in any misappropriation of confidential information, price fixing, bid rigging or collusive conduct in connection with any transaction involving Momentive. Third Parties are expected to understand and comply with all applicable laws regarding fair competition and antitrust.

Gifts/Entertainment

Third Parties shall not offer any Momentive employee or an employee's family members gifts, kickbacks, bribes, payments, fees, services, discounts or other privileges in order to obtain favorable treatment from Momentive. Business-related meals and entertainment that are reasonable under the circumstances and token gifts or favors of nominal value which do not create a real or apparent sense of obligation are permitted, but only if consistent with local law and no government officials are involved.

Conflicts of Interest

Third Parties shall not enter into a financial or any other relationship with a Momentive employee that creates any actual, potential or apparent conflict of interest with Momentive. Momentive employees may not serve as officers, directors, employees, agents or consultants of Third Parties, except with the consent of appropriate Momentive leadership. All conflicts discovered by Third Parties must be disclosed and corrected.

No Bribery

Third Parties shall not offer or provide anything of value, including money, bribes, entertainment or kickbacks, to any government official in connection with any transaction involving Momentive. Third Parties are expected to have adequate procedures in place to prevent their employees from engaging in bribery, including training employees on the requirements of the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.

Prevention of Internal Corruption

Momentive employees are prohibited from demanding from Third Parties anything of value, such as gifts, payments or other benefits. Third Parties are expected to report violations of this policy to Momentive. (See next page for directions on reporting.)

Accurate Records

Third Parties shall maintain accurate and adequate records pertaining to any transactions involving Momentive, and to provide Momentive access to such records upon request.

Human Rights and Labor

Momentive values the diversity of employees and expects its Third Parties to act similarly by maintaining policies that encourage workplace respect and that seek to hire and retain the best employees at all levels of the company without regard to race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status.

Labor

Third Parties are not to engage in forced, bonded or indentured labor or involuntary prison labor. All work will be voluntary. There is to be no inhumane treatment or harassment, including any sexual harassment, sexual abuse, mental or physical coercion or verbal abuse of workers, nor is there to be the threat of any such treatment. Child labor is prohibited. All persons performing work for Third Parties must meet minimum age limits established by applicable laws and regulations. Work times are not to exceed the maximum set by applicable laws and regulations.

Conflict Minerals

Third parties shall comply with applicable conflict minerals laws, and shall have policies and programs to reasonably ensure that their activities and/or the activities of their suppliers do not benefit perpetrators of human rights abuses in the Democratic Republic of the Congo or in adjoining countries.

Environment, Health and Safety

Momentive expects that Third Parties will comply with all applicable environmental laws and regulations. Momentive also expects that Third Parties will provide a workplace environment that is safe, secure and compliant with all applicable health and safety standards.

Intellectual Property and Information Protection

Third Parties shall not misappropriate or misuse the intellectual property and confidential information of Momentive. Third Parties may use such property and information only upon obtaining authorization from Momentive and only for the limited purpose authorized. Third Parties in possession of Momentive's intellectual property or confidential information must take appropriate actions to safeguard against the unauthorized disclosure or misuse of such property and information.

Trade Controls and Customs Compliance

Third Parties shall comply with all applicable trade control laws and regulations in the import, export, or transfer of Momentive products.

Ways To Report Concerns

Subject to applicable local laws and regulations, Third Parties are expected to promptly notify Momentive of any compliance or integrity matters involving or affecting Momentive. The duty to report applies regardless of whether the concern involves the Third Party. In addition to reporting concerns, a Third Party is expected to cooperate with and assist Momentive as it investigates the matter. A concern may be reported by any of the methods listed below. Anonymous reporting is available except where prohibited by local laws.

1. Contact your lead point of contact within the procurement group at Momentive.
2. Contact Momentive within the U.S. at +1 614 225 4000 and ask the operator to connect you to a member of the legal department, internal audit department or trade compliance group. Operators are available to direct calls Monday–Friday between 8:00 am and 5:00 pm EST.
3. Contact the Momentive Ethics Line. The Momentive Ethics Line is a multilingual resource that may be used in all countries where Momentive operates. It is available to receive reports 24 hours a day, 7 days a week and 365 days a year. The Momentive Ethics Line is operated by a neutral, third-party provider which does not utilize caller ID. The U.S. toll-free number for reporting a concern is +1 877 482 6908. For calls made outside the United States, Canada, Puerto Rico and other U.S. territories, you must first enter the AT&T Direct Code for your country. For a listing of AT&T Direct Codes, click www.business.att.com/bt/access.jsp. You should not need to enter a country or city code. After entering the AT&T Direct Code, wait for the prompt and then dial +1 877 482 6908 to reach the Momentive Ethics Line.
4. Submit your concern online at www.momentive.alertline.com.

Momentive: The Science Behind What Lies Ahead

At Momentive, our global team is focused on delivering value by helping our customers make their products and processes better. We do this by bringing our deep technical expertise, market experience and technology portfolio to bear on their specific challenges. We are the science behind thousands of innovations that enhance both our customers' business results...and everyday life.

Customer Service Centers

Worldwide Hotline

4information@momentive.com

+1 614 986 2495 / T +1 800 295 2392

North America

Silicones

T +1 800 332 3390

Consumer Sealants/ Construction Sealants and Adhesives

T +1 877 943 7325

Latin America

South America

T +55 11 4534 9650
F +55 11 4534 9660

Mexico and Central America

T +52 55 2169 7670
F +52 55 2169 7699

Europe, Middle East, Africa and India

T +00 800 4321 1000 / +40 21 3111848

Pacific

China

T +800 820 0202 / +86 21 3860 4892

Japan

T +0120 975 400 / +81 276 20 6182

Korea

T +82 2 6201 4600

Malaysia

T +60 3 9206 1532



Momentive Performance Materials Inc.

260 Hudson River Road
Waterford, NY 12188

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