

business or that may be perceived as something that could compromise your responsibilities or ability to make impartial and objective decisions related to the services you are providing to Juniper.

9. Do not, under any circumstances while acting on behalf of Juniper, offer to pay, pay, or issue authorization to pay any money, gift, kickback or anything of value to customers, vendors, employees, government officials, etc. that is or could be perceived as intended, directly or indirectly, to improperly influence any business decision, any act or failure to act, any commission of fraud, or opportunity for the commission of any fraud or obtain any unfair competitive advantage or which would violate federal or state and local laws or regulations, including but not limited to the Foreign Corrupt Practices Act ("FCPA") and the U. S. Federal Procurement Integrity Act.. You must fully comply with any rules regarding tender and bid processes. You may not offer employment to foreign officials if doing so would violate local laws.
10. Exercise no control over Juniper funds and strictly follow Juniper procedures and policies for maintaining books, records and accounts, carrying out and reporting business transactions, obtaining the appropriate authorization from management for those transactions and retaining appropriate documentation.
11. In the event that you come into possession of significant, sensitive material information about Juniper or another company with which Juniper either has or is contemplating a relationship, you may not engage in insider trading by buying or selling securities yourself or passing on the information to others to enable them to profit or for them to profit on your behalf.
12. Do not make any written or oral representations, commitments or agreements on Juniper's behalf (including product feature commitments) without prior written approval from Juniper.
13. Comply strictly with all applicable export and import laws and regulations and not export, re-export, transfer, divert, release, import or disclose any Juniper products or any direct product thereof, technical data relating to such products or Juniper confidential information to any other person or entity (nor shall you make any use thereof) except under license or as otherwise permitted under such laws and regulations.
14. Comply strictly with any confidentiality or non-disclosure obligations you have with Juniper and others.
15. Report to Juniper's General Counsel alleged improper or illegal conduct by Juniper employees.
16. Maintain a process by which employees may communicate a grievance, have a documented policy that details processes for remediation of abuses, including fair treatment of employees, and have a policy of non-retaliation for raising grievances.