

ISAMEA Anti-Bribery/ Anti-Corruption Policy

Chapter 1: General Rules

Purpose	<p>Article 1.</p> <p>The purpose of this ISAMEA Anti-Bribery/ Anti-Corruption Policy (together with all Exhibits and Appendices attached hereto, “Policy”) is, under the direction of Section (1) of Article 4 of Global Anti-Bribery/ Anti-Corruption Policy, to stipulate the Regional Rules applicable to all persons involved in the operations of Panasonic Group’s business in ISAMEA in order to effectively prevent, detect, investigate, and remediate actual and perceived corruption including bribes involving a Government Official as well as corrupt acts amongst commercial parties under the “Panasonic Code of Conduct”.</p>
Definitions	<p>Article 2.</p> <p>The definitions of terms in this Policy shall be as specified in Exhibit A.</p>
Scope of Application	<p>Article 3.</p> <p>This Policy applies to all Directors and Employees of the Panasonic Group in ISAMEA.</p>
Order of Priority	<p>Article 4.</p> <p>(1) In any event, this Policy shall not be construed to be less stringent than Global Anti-Bribery/ Anti-Corruption Policy and Global Relevant Rules.</p> <p>(2) Any independent policies, procedures and guidance that are inconsistent with this Policy and are not more stringent than this Policy are void to such extent.</p> <p>(3) In situations where more stringent applicable laws and regulations may apply, such laws and/or regulations supersede the principles and provisions set out in this Policy.</p>

Chapter 2: Basic Principles

Prohibition of Bribery and Corrupt Act	<p>Article 5.</p> <p>(1) Panasonic Group prohibits any bribery and/or any other form of corrupt practices within, and/or on behalf of, itself and its Directors and Employees directly or indirectly through any third parties. Directors and Employees</p>
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**Prohibition of
Facilitation
Payments and
Health and Safety
Exception**

shall not directly or indirectly through third parties:

1. offer, promise, agree to pay, authorize payment, pay, gift, or give a Thing of Value to another party, such as Government Officials or any other commercial parties, to improperly influence their actions, including but not limited to for the purpose of obtaining or retaining business or any improper business advantages;
 2. solicit or accept a Thing of Value from another, such as Government Officials or any other commercial parties, in exchange for any improper or unfair business advantages; or
 3. engage in conduct that can be reasonably perceived as conduct falling under the scope of above subsections 1 and 2.
- (2) In the interest of clarity, the same prohibition of bribery and/or any other form of corrupt practices applies to similar offers, promises, gifts, solicitations and/or acceptance of Things of Value for the benefit of or enjoyment by the recipient's Family Members and close associates, such as a consultant, an agent, or anyone else acting on behalf of the recipient.
- (3) Directors and Employees must not use their own personal funds or resources or third parties' funds or resources to circumvent the prohibition of conduct and activities under this Policy.

Article 6.

- (1) Directors and Employees shall not either directly or indirectly (through any third parties), make a Facilitation Payment. When Directors and Employees are requested to pay a Facilitation Payment by Government Officials, they shall immediately consult with Legal Affairs Head and report to the Division Director that such a request has been made.
- (2) Notwithstanding the preceding paragraph, if Directors or Employees are forced to make a payment due to an imminent danger to their life, body or liberty, they may make the payment, but shall promptly report the circumstances and the amount and nature of the payment to the Legal Affairs Head as well as to the Division Director. In such case, all payments must be accurately and clearly documented in the finance and accounting records of Panasonic Group.

**Prohibition of
Conflict of Interest**

Article 7.

All Directors and Employees shall make decisions and actions in the conduct of business in the Panasonic Group's best interest, and shall not make or influence decisions or actions that may create an actual or potential Conflict of Interest.

Chapter 3: Responsibilities and Authorities

Responsibility for Anti-Bribery/ Anti- Corruption Compliance

Article 8.

- (1) All Directors and Employees shall comply with all applicable laws and regulations as well as this Policy and Applicable Relevant Rules.
- (2) All Directors and Employees shall seek advice from and consult with Legal Affairs Heads when they have any questions or concerns with respect to any other applicable laws and regulations, this Policy, and Applicable Relevant Rules.
- (3) All Directors and Division Directors shall actively promote high ethical standards and endeavor to sustain a corporate culture of integrity across the whole of Panasonic Group. The Directors and Division Directors shall demonstrate their commitment to honest and ethical behavior by serving as role models for integrity and communicating their intolerance of any deviations from applicable laws and regulations, the principles and standards set out in this Policy, and Applicable Relevant Rules.
- (4) The Division Directors together with the Legal Affairs Heads and Accounting Heads shall implement this Policy and the Applicable Relevant Rules, and establish a clear and transparent operational framework for compliance with this Policy and Applicable Relevant Rules including building and maintaining an internal control system to ensure that the Directors and Employees within their Business Management Units comply with applicable laws and regulations, this Policy, and the Applicable Relevant Rules.
- (5) Legal Affairs Heads and Accounting Heads shall work closely with relevant functions to assist the Division Directors. All Directors and Employees shall cooperate during the implementation of this Policy and Applicable Relevant Rules.

Chapter 4: Management of Third Party Intermediary

Third-Party Intermediary Risk Management

Article 9.

In order to prevent, detect, investigate, and remediate actual and perceived instances of bribery and/or any other form of corrupt or unlawful practices by or through third parties relevant to Panasonic Group's business, Directors and Employees shall manage Third-Party Intermediary related risks and take appropriate measures pursuant to the Applicable Relevant Rules including "Rules on Third-Party Intermediary Risk Management for Anti-Bribery/ Anti-Corruption" attached hereto as Appendix A.

Chapter 5: Gifts and Hospitality

Gifts and Hospitality

Article 10.

Directors and Employees shall not offer or receive gifts, meals, entertainments, and have travel expenses covered or reimbursed to or from another party, including, but not limited to, a Government Official or any commercial parties unless they are offered or received in compliance with the Applicable Relevant Rules including “Rules on Gift and Hospitality for Anti-Bribery/ Anti-Corruption” attached hereto as Appendix B.

Chapter 6: Political Contributions, Donations and Sponsorships

Political Contributions, Donations and Sponsorships

Article 11.

- (1) All Political Contributions, Donations and Sponsorships shall be made in compliance with applicable laws and regulations, this Policy, and the Applicable Relevant Rules.
- (2) No Political Contributions, Donations or Sponsorships shall be made in exchange for financial concessions, favorable treatment, recommendation, improper business advantage, or any other improper influence to or from the recipient or any other relevant parties.
- (3) Even in the case political contributions, donations or sponsorships made by Directors and Employees solely in their personal and individual capacity, all such individual political contributions, donations or sponsorships shall be made only in accordance with applicable laws, and shall not be used as a subterfuge for bribery or create any actual or potential Conflict of Interest for Panasonic Group.
- (4) Political Contributions and Sponsorships shall not be made in cash in any circumstances. Donations in cash shall not be provided unless, in addition to maintaining an accurate record of the Donations which is required in Section (6) of this Article 11, all the following conditions are met:
 1. It is reasonable, proportionate, and consistent with what is customary in the local market;
 2. It is preapproved by the Legal Affairs Head or made in compliance with written instruction or guidance from the Legal Affairs Head; and
 3. All supporting documentation for the Donations is properly maintained.
- (5) Directors and Employees shall not accept any requests by a Government Official for making Political Contribution, Donation and Sponsorships to specific organizations or individuals without obtaining prior written approval of Legal Affairs Head and/or complying with written instruction or guidance from the Legal Affairs Head.
- (6) Political Contributions, Donations and Sponsorships made by Panasonic

Group (including those made through a third party) shall be recorded accurately in Panasonic Group's books and records.

Chapter 7: Lobbying

Lobbying

Article 12.

Directors and Employees may engage in Lobbying activities (including those conducted through a third party) only if such activities satisfy all of the followings:

1. They are in compliance with any applicable laws and regulations, this Policy, and the Applicable Relevant Rules; and
2. They are done in good faith, where the specific Lobbying activity cannot be reasonably perceived as improper, unethical or corrupt.

Chapter 8: Hiring and Recruitment

Hiring and Recruitment

Article 13.

- (1) In order to prevent bribery and corruption in the form of hiring or recruitment of interested parties, Directors and Employees shall ensure that all applicants for a job, secondment or internship (paid or unpaid) positions with Panasonic Group are hired or recruited in line with the normal hiring or recruitment process. Directors and Employees in charge of such hiring or recruitment shall, to the extent permitted by applicable laws and regulations, review the background information or data of applicants provided in the application process to ensure that there is no deviation from the normal hiring or recruitment process.
- (2) All hiring and recruitment decisions must be made based on objective criteria and the candidate's credentials. This requirement equally applies to candidates recommended or suggested by Government Officials or any other commercial parties.
- (3) In addition to the process of Sections (1) and (2) of this Article 13, prior to externally hiring for, or promoting Employees to, Director positions, Directors and Employees in charge of such hiring and promotion shall, to the extent permitted by applicable laws and regulations, identify and assess the background information of applicants to ensure that they possess the requisite qualifications and experience for the position being filled.

**Hiring and
Recruitment of
Government
Officials**

Article 14.

- (1) Directors and Employees shall not discuss or offer possible employment, secondment, or internship (paid or unpaid) opportunities in Panasonic Group with Government Officials, their Family Members, and their close associates for the purpose of improperly influencing Government Officials such as obtaining or retaining business or an improper business advantage. In the case Directors and Employees plan to discuss or offer possible employment, secondment, or internship (paid or unpaid) opportunities in Panasonic Group with Government Officials, Directors and Employees shall consult with the Legal Affairs Head.
- (2) If Government Officials recommend or suggest candidates to Directors or Employees, they shall not proceed with any hiring process without consultation with the relevant department responsible for the hiring process and Legal Affairs Head.

**Prohibition of
Improper Request
for Employment**

Article 15.

Directors and Employees shall never ask for employment, secondment, or internship (paid or unpaid) opportunities for Family Members and their close associates from anyone who has or is seeking a business relationship with Panasonic Group by leveraging such business relationship.

Chapter 9: Mergers and Acquisitions, Joint Ventures

**Due Diligence of
Target Entities**

Article 16.

- (1) In considering potential target entities for merger, acquisition or other corporate transaction, Directors and Employees of the Business Management Unit who are responsible for the transaction shall take into account elements of bribery/corruption related risks related to the target entities of the transaction and shall consult with Legal Affairs Head.
- (2) Before the closing of mergers, acquisitions or other corporate transactions, the Directors and Employees of the Business Management Unit who are responsible for the transaction shall, together with the Legal Affairs Head, conduct thorough integrity due diligence review on the target entity with a particular focus on:
 1. the beneficial ownership of the entity, in particular whether any government official or entity owns the business, directly or indirectly;
 2. the potential bribery/corruption risks in the target company's business;
 - and
 3. the target entity's legal and regulatory compliance record and commitment to compliance.

Based on the result of such due diligence, the relevant Directors and Employees and Legal Affairs Head shall take appropriate measures to mitigate

**Due Diligence of
Joint Venture
Partners**

the bribery/corruption risk found in the due diligence.

Article 17.

- (1) In considering potential partners of Joint Ventures, Directors and Employees of the Business Management Unit who are responsible for the transaction shall take into account elements of bribery/corruption related risks related to the partner and shall consult with Legal Affairs Head.
- (2) Before the closing of Joint Ventures agreements or arrangements, Directors and Employees of the Business Management Unit which plans to engage in the transaction shall, together with the Legal Affairs Head, conduct integrity due diligence on the partners of Joint Ventures in an appropriate manner from the perspective of bribery/corruption related risks.
Based on the result of such due diligence, the relevant Directors and Employees and Legal Affairs Head shall take appropriate measures to mitigate the bribery/corruption risk found in the due diligence.

**Ensuring Anti-
Bribery/ Anti-
Corruption**

Article 18.

- (1) In the case the target entities becomes a part of Panasonic Group after the completion of mergers, acquisitions or other corporate transactions, the relevant Directors and Employees shall ensure that the target entities apply and implement this Policy, Applicable Relevant Rules promptly upon completion of the transactions.
- (2) Even in the case Panasonic Group partially owns the share of the target entities but not to the extent the target entities become a part of Panasonic Group when the completion of mergers, acquisitions or other corporate transactions occurred, the relevant Directors and Employees shall make reasonable endeavor to mitigate potential Panasonic Group's bribery/corruption risks in an appropriate manner such as securing relevant provisions in the contract for the transaction.

Chapter 10: Books and Records

**Books and
Records**

Article 19.

- (1) Directors and Employees are prohibited from falsifying books and records.
- (2) If any transactions of Panasonic Group are required to be recorded or reported according to applicable laws, regulations and accounting standards, the records shall be truthful and accurate and not intended to conceal any fact concerning the transactions. Undisclosed or unrecorded funds or assets – used for any purpose – are prohibited.
- (3) The supervisors or managers who approve to make a request for payment or reimbursement shall examine and verify that the evidential documents accurately prove the existence and substance of the transaction for which

the request was made.

- (4) The supervisors or managers who approve to make a request for payment or reimbursement shall maintain and retain the documents that demonstrate that the expenses were provided in accordance with any other applicable laws and regulations, this Policy and Applicable Relevant Rules at least for a period of five (5) years from the date the expense was incurred.
- (5) The Accounting Head shall review and verify the legitimacy of a request for payment or reimbursement and the evidential documents submitted for the request in accordance with applicable accounting rules.
- (6) Accounting Head shall maintain and keep accurate and reasonably detailed records of all transactions, income, expenses or other dispositions of assets, whether in business expense, accounting, or other relevant company records systems in accordance with applicable accounting rules.

Chapter 11: Training, Certification, Auditing and Risk Assessment

Training

Article 20.

- (1) In order to prevent any bribery/corruption related risks or any other issues provided in this Policy, Legal Affairs Heads may require Directors and Employees to regularly attend and complete relevant trainings.
- (2) Directors and Employees who have communications with Government Officials in relation to his/her job shall attend training programs on a regular basis to prevent the bribery of Government Officials.

Compliance Certification

Article 21.

Legal Affairs Head may require Directors and Employees to submit certification of their compliance with this Policy and Applicable Relevant Rules on a periodical basis.

Audit and Risk Assessment

Article 22.

- (1) The Compliance Auditing Head and relevant audit functions as well as the Legal Affairs Heads and Accounting Heads may conduct monitoring and compliance audits including transactional testing, either on a regular basis or from time to time, in order to confirm that the applicable laws, regulations as well as Applicable Relevant Rules are being observed, and to take necessary measures accordingly.
- (2) Legal Affairs Heads may periodically conduct risk assessment activities to identify bribery/corruption risks, assess the adequacy and effectiveness of the controls in place to mitigate these risks, develop plans for enhanced risk mitigation and management, and monitor the implementation of the plans.

Chapter 12: Duty of Reporting Possible Violations and Investigation of violation

Duty of Reporting Possible Violations

Article 23.

- (1) Directors and Employees shall promptly report to their superior or manager, the Division Director, Legal Affairs Head, the Accounting Head (as long as that person is not involved in the alleged violation) , and/or the Panasonic Global Compliance Hotline suspected or actual violations of laws and regulations, this Policy and Applicable Relevant Rules.
- (2) The receipt, response, investigation to allegations of potential misconduct, and prohibition of retaliation against internal reporting, investigations of reported matters and cooperation for investigations shall be made in compliance with the Internal Reporting and Investigation Rules as well as with any applicable Regional Rules, and any other applicable policies and procedures.

Chapter 13: Protection for Legitimate Action

Protection for Legitimate Action

Article 24.

No Directors and Employees shall suffer adverse consequences for refusing to commit illegal or corrupt practices, including paying bribes or Facilitation Payments.

Chapter 14: Disciplinary Actions

Disciplinary Actions

Article 25.

A violator of this Policy and Global Relevant Rules shall be subject to disciplinary measures, including termination of employment, in accordance with the relevant rules of the “Code of Ethics for Board Directors and Executive Officers”, the “Rules for Executive Officers”, the applicable rules of employment, and/or individual contracts, and/or the applicable laws and regulations.

Chapter 15: Miscellaneous

Establishment, Revision and Abolishment of this Policy

Article 26.

The establishment, updating/ revision and abolishment of this Policy shall be approved by General Counsel at PC with prior agreement with Chief Financial Officer at PC as well as Chief Human Resource Officer at PC.

**Establishment,
updating and
modification of
Guidance**

Article 27.

Compliance Department at PC may establish, update and modify any relevant FAQs as well as practical guidance to implement this Policy and Global Relevant Rule.

**Effective Date of
This Policy and
Dealing with
Existing Rules**

Article 28.

- (1) This Policy shall be effective on September 1, 2019.
- (2) “Rules on Dealing with Government Officials” shall be abolished as of September 1, 2019.
- (3) “Rules on Dealing with Japanese Government Officials” and “Rules Concerning the Receiving of Entertainment or Other Benefits from Suppliers” shall survive and remain effective after the establishment of this Policy and Global Relevant Rules, and supersede this Rule and Global Relevant Rules to the extent of the purpose and scope specified in such “Rules on Dealing with Japanese Government Officials” and “Rules Concerning the Receiving of Entertainment or Other Benefits from Suppliers”

Exhibit A

Definitions of Terms

Classification		Definition
0	ISAMEA	Abbreviation for India, South Asia, Middle East and Africa Region whose territory shall be clarified by and in accordance with PC internal regulations.
1	PC	The Panasonic Corporation, incorporated in Osaka, under the laws of Japan.
2	Panasonic Group	Panasonic Corporation and all its consolidated companies, as well as those among companies in which Panasonic Corporation directly or indirectly owns 40% or more but not more than 50% of the voting rights whose financial and operational policies are controlled by Panasonic Corporation, and any other companies separately specified.
3	Directors	All board directors, executive officers, executive counselors, fellows, corporate auditors, supervisory board, and corporate advisors or equivalent person those who have fiduciary duties to the Panasonic Group.
4	Employees	Regular and contracted employees having employment relationships with the Panasonic Group companies, and temporary staff and seconded employees working under the control and supervision of such companies.
5	Business Management Units	Divisional companies, business divisions, subsidiaries, business units, research laboratories, corporate divisions, branch offices, sales offices, and corresponding organizations of Panasonic Group.
6	Division Director	The person responsible for the Business Management Units.
7	Legal Affairs Head	A head in charge of legal affairs and compliance at a Business Management Unit and a Regional Headquarter.
8	Accounting Head	A head in charge of accounting for each accounting unit.
9	Compliance Auditing Head	A head of compliance audit organization at PC.
10	Regional Rules	Regional policies, procedures and guidelines that ensure the implementation of Global Anti-Bribery/ Anti-Corruption Policy and Global Relevant Rules within the region, and ensure the compliance with the requirements of applicable national or regional laws and regulations.
11	Global Relevant Rules	Global rules related to Global Anti-Bribery/ Anti-Corruption Policy and set forth in the Exhibit B.
12	Applicable Relevant Rules	Any applicable internal rules, procedures and guidance related to Global Anti-Bribery/ Anti-Corruption Policy including, but not limited to Global Relevant Rules, applicable Regional Rules and any other applicable internal rules such as applicable approval procedures, and any other applicable operational procedures or guidance.

Classification		Definition
13	Thing of Value	<p>Any kind of benefit, including, but not limited to the following tangible or intangible benefits</p> <ul style="list-style-type: none"> • Cash and cash equivalents, such as gift cards, transportation cards, vouchers, coupons, loans, frequent flyer miles; • Gifts, meals, travel and other hospitalities; • Compensation for services; • Political Contributions, Donations and Sponsorships; • Employment and business opportunities, and internships (paid or unpaid), or • Other favors or offers thereof;
14	Government Official	<p>(1). A public official, meaning any individual acting in an official capacity—regardless of rank, seniority, or position and regardless of whether elected or appointed—for or on behalf of:</p> <ul style="list-style-type: none"> • the executive branch, meaning a government authority such as a department, ministry, or agency, at the national, prefectural, state, provincial, municipal or local level; • the legislative branch; • the judiciary branch; • a political party; • a public international organization, such as the United Nations (“UN”), International Financial Institutions, such as the World Bank and other Multilateral Development Banks, and the International Monetary Fund, or the International Civil Aviation Organization (“ICAO”); • a member of Organizing Committee of the Olympic and Paralympic Games; or • a member of a royal family <p>(2). An official or employee of a “State-owned Enterprise” (“SOE”), meaning a government-owned or -controlled enterprise, such as an airline, a public utility or energy company, a bank or a government-owned or -controlled institution such as a university, a newspaper, or other media organization, a hospital, or other organizations. An SOE is any state-owned corporate entity to which a state or a government has significant control in various forms, including without limitation: through a part or all of the following attributes:</p> <ul style="list-style-type: none"> • full, majority, or significant minority ownership • the power to appoint the management • financing more than 50% of the enterprise’s budget <p>(3). A candidate for (1) or (2);</p> <p>(4). A person fulfilling any such function on a temporary basis; and</p> <p>(5). A former Government Official who continues to exert influence over his or her former position.</p>

Classification		Definition
15	Family Members	Immediate family members and relatives, i.e. spouses, domestic partners, parents, step-parents, children, step-children, siblings, step-siblings, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, fathers-in-law, mothers-in-law, grandchildren, step grandchildren, or anyone else related by blood or marriage or whose relationship with you is similar to that of persons who are related by blood or marriage and all persons living in the same household.
16	Facilitation Payments	Offering of Thing of Value to a Government Official to secure or expedite the performance of a routine, non-discretionary government action – including but not limited to the issuance of permits or customs clearance – where the payer is legally entitled to receive the services without making such payment.
17	Conflict of Interest	Any situation where Directors' or Employees' personal interests or outside activities interfere, or appear to interfere, directly or indirectly with the interests of Panasonic Group, or influence, or appear to influence, in any way the Directors' or Employees' business decisions, actions, objectivity, loyalty, or ability to perform their job.
18	Sales Intermediary	Any third party involved in Panasonic Group's sales activities and (i) receives a commission, success fee, retainer, or other form of incentive-based compensation from Panasonic Group with respect to Panasonic Group's sales activities; (ii) is designated or appointed by the Panasonic Group's customer; (iii) is anticipated to have government interaction to advance Panasonic Group's sales activities; or (iv) is otherwise promoting, advancing, or facilitating sales of Panasonic Group's products and services, with the exception of the consumer retailer. "Sales Intermediaries" include, but not limited to, distributors, resellers, integrators, sales consultants, sales representatives and agents.
19	Administrative Service Provider	Any third party that provides services to Panasonic Group and is anticipated to have government interactions to advance or facilitate Panasonic Group's operation or activity. "Administrative Service Providers" include, but not limited to, customs brokers, freight forwarders, travel agents, health safety and environmental consultants, immigration and/or visa service providers, professional service providers (e.g. tax, legal, finance, accounting, strategy), lobbyists and other types of third parties involved in assisting Panasonic Group with government inspections, application or renewal of permits and business licenses.
20	Third-Party Intermediaries	Sales Intermediaries and Administrative Service Provider shall be called as "Third-Party Intermediary" collectively.
21	Political Contribution	Subject to any applicable laws, any monetary donation, gift, or "in kind" contribution (e.g. goods or services), or any other Thing of Value provided directly or indirectly by or on behalf of Panasonic Group to an individual or organization for the purpose of promoting, supporting, or influencing any political process, political organization, political party or candidate, or an election for public office at any level.
22	Donation	Any monetary donation, gift, or "in kind" contribution (e.g. goods or services) or any other Thing of Value provided directly or indirectly by or on behalf of Panasonic Group to an individual or organization to promote social responsibility and to improve the quality of life. For the avoidance of doubt, Political Contributions are not included in Donation.

Classification		Definition
23	Sponsorship	The support, monetary, financial, reputational or otherwise, provided directly or indirectly by or on behalf of Panasonic Group to an individual or organization for specified activities or events, in return for the beneficiary advancing publicity in favor of Panasonic Group brand and/or products during these activities or events.
24	Lobbying	Any act or communication to or with a Government Official that is made on behalf of Panasonic Group with the intention to advocate for a legislative, regulatory, or legal outcome more favorable to the agenda and interests of Panasonic Group. Such communications may concern but are not limited to: <ul style="list-style-type: none"> i). the formulation, modification, or adoption of legislation, existing law, proposed or existing regulation including funding stream or budget line/program, action or omission by the executive branch or legislature, or any other program, policy, or position of a government authority; ii). the administration or execution of a program or policy by a government authority (including the negotiation, award, or administration of contracts, grants, loans, permits, or licenses); or iii). the nomination, confirmation or appointment of a person as a Government Official.
25	Joint Venture	Any type of joint agreement or arrangement between Panasonic Group and one or more third parties to form or own and operate a separate business whether it is incorporated or unincorporated entity for the mutual benefit of Panasonic Group and the third party or parties.

Exhibit B

【Global Relevant Rule】

This Exhibit B lists the Global Relevant Rules stipulated in the paragraph 11 of the Exhibit A.

1. Rules on Third-Party Intermediaries Risk Management for Anti-Bribery/Anti-Corruption.
2. Rules on Gift and Hospitality for Anti-Bribery/Anti-Corruption
3. Rules on Conflicts of Interest

Appendix A

Rules on Third-Party Intermediary Risk Management for Anti-Bribery/ Anti-Corruption

Purpose	<p>Article 1.</p> <p>The purpose of the Rules on Third-Party Intermediary Risk Management for Anti-Bribery/ Anti-Corruption (within the scope of this Appendix A, referred to as this “Rule”) is to set forth general rules for identifying, vetting, selecting, onboarding, engaging, and terminating Sales Intermediaries and Administrative Service Provider, in order to mitigate bribery and any other corruption risks, and to prevent, detect, investigate, and remediate actual and perceived instances of practices involving such risks.</p>
Risk Evaluation and Assessment of the Third-Party Intermediary	<p>Article 2.</p> <p>Directors and Employees shall evaluate and assess the bribery/ corruption risks posed by the proposed Third-Party Intermediary before entering into a new business relationship and renewing the business relationship with the Third-Party Intermediary.</p>
Third-Party Intermediary Due Diligence	<p>Article 3.</p> <p>(1) Before entering into a new business relationship with a Third-Party Intermediary, Directors and Employees shall initiate a risk-based due diligence process with respect to the engagement with the Third-Party Intermediary by utilizing Third-Party Intermediary Risk Management Tool (the “Tool”) for the purpose of the Article 2 of this Rule.</p> <p>(2) The Compliance Department at PC shall design, develop and maintain the Tool to support and facilitate such risk-based due diligence process including classification of bribery/ corruption risks posed by the proposed Third-Party Intermediary as Low Risk, Middle Risk or High Risk (the “Risk Classification”).</p> <p>(3) The Directors and Employees shall enter the required information in the Tool truly, accurately and completely for the due diligence.</p> <p>(4) Legal Affairs Heads shall review bribery/ corruption risks posed by the proposed Third-Party Intermediary to make legal decisions depending on the Risk Classification. During such review process, the Legal Affairs Heads may suggest the enhanced anti-bribery/ corruption due diligence, interview with the Third-Party Intermediary as well as risk mitigation measures. With respect to the mitigation measures, the Legal Affairs Heads shall communicate with the relevant Directors or Employees so that such measures are effectively implemented.</p> <p>(5) The relevant Director or Employee is not permitted to engage with the Third-Party Intermediary unless the Division Directors and the Legal Affairs Head</p>

**Inclusion of
Contract
Provisions**

approve it in accordance with the Article 7 of this Rule and the agreed-upon risk mitigation measures have been effectively implemented.

(6) The Legal Affairs Head shall record the legal decision process including the Risk Classification as well as any applicable risk mitigation measures, and shall share such record with the relevant Division Directors.

(7) The provisions of this Article 3 shall equally apply to:

1. review of the existing Third-Party Intermediaries when renewing a contract and/or form of agreement with Panasonic Group; and
2. The periodic review of Third-Party Intermediaries, in accordance with Article 9 of these Rules.

Article 4.

(1) Directors and Employees are required to confirm, both at the commencement of any applicable transaction with Third-Party Intermediaries during the course of its engagement with Panasonic Group, and when renewing contracts, that the following provisions are included in written contracts.

1. The Third-Party Intermediary agrees to comply with the applicable laws and regulations on anti-bribery and anti-corruption, as well as any other applicable compliance related requirements from Panasonic Group.
2. Payments by the Third-Party Intermediary are made in a transparent manner and an accurate and complete record of such payments is kept.
3. The Third-Party Intermediary agrees to comply with requests made by the Panasonic Group to provide information, so that the Panasonic Group can confirm that the Third-Party Intermediaries is complying with the clauses above.
4. Panasonic Group is entitled to terminate the contract immediately and to seek related damages if the Third-Party Intermediary violates any of the clauses above.

(2) For Medium and High Risk Third-Party Intermediaries, in addition to the contract provisions set out in Section (1) of Article 4 of this Rule, the Legal Affairs Heads shall provide the Division Directors with the appropriate anti-corruption compliance clauses for the contract with each Third-Party Intermediary, depending on the specific Risk Classification and the particular circumstances of each business relationship.

(3) Unless otherwise confirmed by the Legal Affairs Head, the contract with the High Risk and Medium Risk Third-Party Intermediary shall not include the contract period that does not exceed the period provided in Article 9, and not to include automatic renewal languages.

**Prohibition of
Accepting /
Making Unusual
Requests**

Article 5.

In order to prevent the bribery and other corrupt business dealings by the Third-Party Intermediary, Directors and Employees must not accept or request the following without just causes:

	<ol style="list-style-type: none"> 1. Payments in cash or advanced payment for relevant fees and the like; 2. Payment of relevant fees significantly exceeding the market value of the services provided; 3. Payment for mediation, brokering, finding, originating, or "good offices" with no substantive services; 4. Payment of consultation or service fees to a consultant or other agent designed by Government Official; 5. Payment of fees through a third country or a third party who is not a party to the transaction; 6. Avoidance of records in writing (e.g. poor bookkeeping, failure to issue receipts); 7. Delivery or payment in a manner different from the terms and conditions provided in the contract ; or 8. Any other construct that could give rise to bribery or other corrupt business dealings.
Certifications	<p>Article 6.</p> <p>The Legal Affairs Head may request that Medium and High Risk Third-Party Intermediaries annually certify that they have been and will continue to be in compliance with all applicable laws, regulations and any other legally binding rules on anti-bribery/ anti-corruption as well as relevant requirements from Panasonic Group.</p>
Approval of Third-Party Intermediaries	<p>Article 7.</p> <p>Division Directors shall approve the engagement with the Third-Party Intermediary in accordance with applicable internal approval procedures only after the Legal Affairs Head approve such engagement.</p>
Payment	<p>Article 8.</p> <p>The relevant Directors and Employees shall comply with Chapter 10 (Books and Records) of ISAMEA Anti-Bribery/ Anti-Corruption Policy with respect to payment to the Third-Party Intermediary.</p>
Periodic Review	<p>Article 9.</p> <p>The relevant Directors and Employees are required to perform periodic re-screening of all Third-Party Intermediaries based on their Risk Classification in accordance with Article 3 this Rule. From the date of initial engagement, the re-screening periods are:</p> <ol style="list-style-type: none"> 1. High Risk Third-Party Intermediaries: Annual review. 2. Medium Risk Third-Party Intermediaries: Review every two years. 3. Low Risk Third-Party Intermediaries: Review every three years.
Record Keeping and Maintenance	<p>Article 10.</p> <p>The Division Directors shall, in accordance with relevant internal rules, maintain</p>

**Training
requirement for
the Directors and
Employees**

**Implementation of
this Rule**

records of all documentation created and reviewed throughout the processes and procedures described herein, including, but not limited to, all of the documents and materials submitted by the Third-Party Intermediary to the Business Management Unit during the process of Article e of this Rule either through the Tool or through other means, any payment records made by or to the Third-Party Intermediary, clear explanations of due diligence results and risk mitigation measures as well as other relevant supporting documentation. Pertinent records shall be retained, as applicable, for Third-Party Intermediaries that were rejected.

Article 11.

The Directors and Employees in charge of the engagement with the Third-Party Intermediaries or Administrative Service Providers shall periodically attend the trainings to implement these Rules effectively.

Article 12

Division Directors, together with applicable Legal Affairs Head, shall ensure that Directors and Employees within their Management Units comply with Article 3 of this Rule in accordance with applicable implementation plan.

Appendix B

Rules on Gift and Hospitality for Anti-Bribery/ Anti-Corruption

Chapter 1: General Rules

Purpose

Article 1.

The purpose of the Rules on Gift and Hospitality for Anti-Bribery/ Anti-Corruption (within the scope of this Appendix B, referred to as this “Rule”) is to set forth specific rules on offering or accepting gifts and hospitality, including meals, entertainment, and travel, to or from another party, including, but not limited to, a Government Official or any commercial parties, in order to prevent and mitigate bribery and corruption risks within Panasonic Group under the ISAMEA Anti-Bribery/ Anti-Corruption Policy.

Chapter 2: Offering of Gifts, Meals, Entertainment & Travel Invitations

General Rules on Offering of Gifts, Meals, Entertainment & Travel Invitations

Article 2.

- (1) The purpose of providing gifts, meals, entertainment, and travel invitations should be legitimate and lawful such as to show courtesy and respect in good faith and should never be offered with the intent to improperly influence the judgement of or obligate the recipient.
- (2) Directors and Employees shall not offer gifts, meals, entertainment, or travel invitation to any parties, including a Government Official or any other commercial parties, unless all of the following conditions are satisfied:
 1. They are reasonable and appropriate to the particular circumstances, and made in good faith and for a legitimate business purpose;
 2. The value and frequency of gifts, meals, entertainment and travel expenses offered are reasonable, proportionate, and consistent with what is customary in the local market;
 3. The provision of gifts, meals, entertainment, and travel invitation does not create any appearance of impropriety, impose any sense of obligation, improperly influence business judgement of the recipient or result in any special or favored business treatment for Panasonic Group; and
 4. Such offering does not violate any applicable laws and regulations in the relevant country/jurisdiction as well as Applicable Relevant Rules.

Prohibition of Gifts in cash or equivalents

Article 3.

Offering or providing gifts in the form of cash, bonds, stocks, gift cards, other cash equivalents, or items that can be converted into cash readily is prohibited.

**Presence
Requirement for
Meal or
Entertainment
Additional
Requirements for
Travel Invitations**

Article 4.

Directors or Employees shall be present for any meal or entertainment provided to Government Officials or any other commercial parties.

Article 5.

- (1) To offer travel or lodging expense for Government Officials or any other commercial parties, all of the following conditions as well as the all of the conditions set forth in Articles 2, 3 and 4 of this Rule must be satisfied unless such offering is approved by the Legal Affairs Head or made in compliance with written instruction or guidance by Legal Affairs Head:
1. It is clear that the expenditure is necessary to promote business (e.g., demonstration/explanation of products or the implementation of a contract, etc.) and there is a reasonable basis for the Panasonic Group to cover the costs;
 2. Only Government Officials or commercial parties shall be invited (i.e., the expenditure borne by Panasonic Group shall not cover the costs of a spouse or any other Family Member or close associate of such Government Official or commercial party);
 3. Directors or Employees shall not select, suggest, or otherwise identify specific participants, and instead, shall issue an invitation to the targeted invitees' organization;
 4. The invitations, schedules and itineraries of such trips shall be carefully vetted and controlled by Division Directors to reflect the business goals of the travel (i.e., not primarily for sightseeing or leisure purposes);
 5. The arrangements for the travel/lodging shall be made by the Business Management Unit and the Business Management Unit shall not pay any costs beyond those that have been pre-arranged;
 6. The Business Management Unit shall pay the service provider such as accommodation directly. The Business Management Unit shall not reimburse expenses directly to the invitees; and
 7. The means of transportation and the cost of any travel, lodging, meals and gifts shall be reasonable (i.e., not excessive or lavish).
- (2) In the case a planned travel invitation does not satisfy the conditions in Section (1) of Article 5 of this Rule, Directors and Employees shall consult with Legal Affairs Head. In such case, the Legal Affairs Head shall consider appropriate measures, and exercise reasonable judgment. In case that the Legal Affairs Head approve such travel invitation, they may impose specific restrictions and/or request the adoption of specific measures to mitigate perceived or actual corruption risks. This process and determination shall be documented appropriately and transmitted to the Division Director and the Accounting Head. The Legal Affairs Heads shall make all reasonable efforts to prevent abuses of this exception.

**Adequate
Procedures**

Article 6.

- (1) To offer gifts, meals, entertainment and travel invitations, Directors or Employees shall obtain the prior approval of their supervisors or managers of the Business Management Unit in accordance with applicable internal rules and procedures. To obtain such prior approval, such applicants shall describe, as applicable, in reasonable detail the amount, date, location, business purpose, and the names, organizations, and titles of all relevant third parties. Such approval shall be documented and maintained in accordance with applicable internal rules and procedures. In case such offering of gifts, meals, entertainment and travel invitations are to be made to Government Officials, such prior approval for expenses shall be obtained from the Division Directors and the Division Director shall document the approval.
- (2) The Accounting Head shall examine and verify that the provided evidential documents accurately supports the requested payments or reimbursements for gifts, meals, entertainment and travel invitations before processing the payment or reimbursements. For the avoidance of doubt, if any discrepancies are identified between the documents provided and payments or reimbursements requested, the Accounting Head shall reject the request and request additional evidence.
- (3) The supervisors or managers of the Business Management Unit who approve the application for payment or reimbursement made in the relevant unit must maintain the documents that demonstrate that the expenses regarding gifts, meals, entertainment and travel invitations were provided for legitimate purposes and in accordance with applicable laws and regulations, and Applicable Relevant Rules , at least, for a period of five (5) years from the date the expense was incurred.

**Thresholds of
Gifts, Meals &
Entertainment and
Special Rules on
Offering to
Government
Officials**

Article 7.

- (1) To offer gifts to Government Officials or commercial parties, all of the following conditions as well as all the conditions set forth in Articles 2 and 3 are satisfied.
 1. The total expenditure of gifts shall not exceed the amount equivalent to US\$100 calculated by then current currency conversion rate basis per participant per occasion.
 2. Gifts shall not be provided to the same Government Official or commercial party more than two times within the same fiscal year.For the avoidance of doubt, if the applicable Regional Rules, or any other applicable policies, procedures or guidance adopted by Panasonic Group stipulate equally or more stringent thresholds, such thresholds will apply to relevant offering gifts to Government Officials or commercial parties.
- (2) To offer meals or entertainment to Government Officials or commercial parties, all of the following conditions as well as all the conditions set forth in Articles 2 and 4 are satisfied.

1. The total expenditure shall not exceed the amount equivalent to US\$100 calculated by then current currency conversion rate basis per participant per occasion.
2. Meals or entertainment shall not be provided to the same Government Official or commercial party more than four times within the same fiscal year.
3. The expenditure shall not cover any costs incurred by a spouse or any other Family Member and close associates of a Government Official or commercial party.

For the avoidance of doubt, if the applicable Regional Rules, or any other applicable policies, procedures or guidance adopted by Panasonic Group stipulate equally or more stringent thresholds, such thresholds will apply to relevant offering meals or entertainment to Government Officials or commercial parties.

- (3) If such offering to Government Officials or commercial parties does not satisfy the conditions set forth in Sections (1) and (2) of this Article 7, Directors and Employees shall consult with Legal Affairs Head for the expenses. The Division Directors and Legal Affairs Head shall exercise reasonable judgment to approve the expense, only if there is a reasonable business justification. The Legal Affairs Head may impose specific restrictions and/or request the adoption of specific measures to mitigate perceived or actual corruption risks. This determination shall be documented appropriately and transmitted to the Division Director and the Accounting Head. The Legal Affairs Heads shall make all reasonable efforts to prevent abuses of this exception.
- (4) Notwithstanding Sections (1) of Article 6 and Section (3) of Article 7 of this Rule, when Directors and Employees have already paid certain expenses for gifts, meals, entertainment and travel invitations with Panasonic Group funds without the prior approval of the Division Directors or the Legal Affairs Head, they must promptly report the details of such expenses to the Division Directors and the Legal Affairs Head to have them review it in accordance with the process outlined in Section (4) of Article 7 of this Rule.

Chapter 3: Accepting of Gifts, Meals, Entertainment & Travel Invitations

General Rules on Accepting of Gifts, Meals, Entertainment & Travel Expenses

Article 8.

- (1) Directors and Employees shall exercise good judgment when determining the appropriateness of accepting gifts, meals, entertainment, or invitation for site visits or business related trips where expenses, such as travel and lodging costs, are borne by Government Officials or any other commercial parties.
- (2) Directors and Employee shall not accept any gifts, meals, entertainment, and

**Thresholds of
Gifts, Meals &
Entertainment**

travel invitation from any third parties including a Government Official or any other commercial parties unless all of the following conditions are satisfied:

1. They are reasonable and appropriate to the particular circumstances, and made in good faith and for a legitimate business purpose;
 2. The value and frequency of gifts, meals, entertainment and travel expenses accepted are reasonable, proportionate, and consistent with what is customary in the local market;
 3. The acceptance of the meals, entertainment or travel invitation does not create any appearance of impropriety or impose any sense of obligation, improperly influence business judgement of the recipients or result in any special or favored business treatment from Panasonic Group; and
 4. Such acceptance does not violate the applicable laws and regulations in the relevant country/jurisdiction as well as the ISAMEA Anti-Bribery/ Anti-Corruption Policy, this Rule and the Applicable Relevant Rules and (to the best knowledge of the Directors or Employee) policy of the offeror.
- (3) Acceptance of gifts in the form of cash, bonds, stocks, gift cards, cash equivalent or items that can be converted into cash is prohibited.
- (4) If Directors or Employees receive a gift, meal, entertainment, or travel invitation that is determined to be in violation of the ISAMEA Anti-Bribery/ Anti-Corruption Policy or this Rule, it should immediately be returned to the offeror with a polite letter indicating that acceptance of the offering is prohibited under the ISAMEA Anti-Bribery/ Anti-Corruption Policy or this Rule.

Article 9.

- (1) When Directors or Employees accept the gifts from any third parties including Government Officials or any other commercial parties, all of the following conditions as well as all the conditions set forth in Articles 8 of this Rule shall be satisfied.
1. The total value of gifts shall not exceed the amount equivalent to US\$100 calculated by then current currency conversion rate basis per participant per occasion.
 2. Gifts shall not be provided from the same Government Official or commercial party more than two times within the same fiscal year.
- For the avoidance of doubt, if the applicable Regional Rules, or any other applicable policies, procedures or guidance adopted by Panasonic Group stipulate equally or more stringent thresholds, such thresholds will apply to relevant acceptance of gifts from Government Officials or commercial parties.
- (2) When Directors or Employees accept meals or entertainment from any third parties including Government Officials or any other commercial parties, all of the following conditions as well as all the conditions set forth in Articles 8 of this Rule shall be satisfied.
1. The total value of meals and entertainment shall not exceed the amount equivalent to US\$100 calculated by then current currency conversion rate

basis per participant per occasion.

2. Meals or entertainment shall not be provided from the same Government Official or commercial party more than four times within the same fiscal year.

For the avoidance of doubt, if the applicable Regional Rules, or any other applicable policies, procedures or guidance adopted by Panasonic Group stipulate equally or more stringent thresholds, such thresholds will apply to relevant acceptance of meals or entertainment from Government Officials or commercial parties.

(3) If Directors or Employees receive gifts, meals or entertainment and the cost for the individual exceeds the thresholds set forth in Sections (1) and (2) of this Article 9, the recipient shall report it in writing to Division Directors and applicable Legal Affairs Head.

Appendix C

Rules on Conflict of Interest

Purpose	<p>Article 1.</p> <p>The purpose of the Rules on Conflict of Interest (within the scope of this Appendix C, referred to as this “Rule”) is to stipulate the rules on preventing, identifying, managing, and remediating a Conflict of Interest.</p>
General Rules on Conflict of Interest	<p>Article 2.</p> <p>(1) All Directors’ and Employees’ decisions and actions in the conduct of business shall be made in the Panasonic Group’s best interest.</p> <p>(2) Directors and Employees shall comply with Applicable Relevant Rules and all applicable laws and regulations and take appropriate steps to avoid any activities that create a Conflict of Interest, and be free from any undisclosed Conflict of Interest.</p>
Obligation to Disclose Matters Involving Conflict of Interest	<p>Article 3.</p> <p>(1) Directors and Employees shall disclose any actual or potential Conflict of Interest to his or her superior or respective Division Directors in writing. If the persons receiving such disclosure the same Conflict of Interest, they shall further escalate it in writing to their superior or their Division Director. Directors and Employees may also contact a Legal Affairs Head or a human resource related department to discuss any actual or potential Conflict of Interest. Directors and Employees may refer to the Schedule A of this Rule, which may be updated or modified by the Head of Compliance Department at PC from time to time, for common examples of Conflict of Interests.</p> <p>(2) With respect to the disclosure set forth in the preceding paragraph, the Director and Employee shall provide true and accurate information and shall not provide any false or misleading information or suppress any material facts.</p> <p>(3) The Directors and Employees shall inform their superior or Division Directors in writing if there are any changes to the status or details of the Conflict of Interest that were previously disclosed. The persons receiving such information shall take actions set forth in Article 5.</p>
Certificate by Directors and Employees	<p>Article 4.</p> <p>Legal Affairs Head may require Directors and Employees to submit certification with respect to their compliance with these Rules on a periodical basis.</p>
Evaluation and resolution	<p>Article 5.</p> <p>(1) The persons receiving the disclosure of the actual or potential Conflict of</p>

**measures of the
Disclosed
Information**

Interest pursuant to the Article 3 or this Rule shall promptly:

1. Evaluate the disclosed information fairly and without bias;
 2. Consult, as appropriate and necessary, with implicated and/or affected parties;
 3. Determine whether the disclosed information qualifies as a Conflict of Interest under these Rules, and, if so, identify appropriate resolution measures;
 4. Document the determination and any applicable resolution measure, and , as appropriate and necessary, communicate it to implicated and/or affected parties as well as the Directors or Employees who disclosed the Conflict of Interest;
 5. Ensure that such resolution measures are implemented; and
 6. Monitor and review the effectiveness of such resolution measures on a regular basis.
- (2) The persons receiving the disclosure of the actual or potential Conflict of Interest pursuant to the Article 3 of this Rule shall consult with the respective Legal Affairs Heads when in doubt about how to evaluate the disclosed information and/or determine the appropriate course of action.
- (3) In the event that a Division Director or the relevant Legal Affairs Head has reasonable cause to suspect that a Director or Employee has failed to disclose a Conflict of Interest, he or she shall inform the suspected Director or Employee and provide them with an opportunity to explain the circumstances. After hearing the response and investigating further as the relevant Legal Affairs Head deems appropriate, the Division Director and the Legal Affairs Head shall determine whether a Conflict of Interest exists and implement appropriate corrective action, in accordance with any applicable laws and regulations and/or Applicable Relevant Rules.

**Management of
the Disclosed
Information**

Article 6.

- (1) The relevant Business Management Unit shall maintain a repository with all the relevant documentation per disclosure, including the determinations.
- (2) The relevant Business Management Unit and relevant Legal Affairs Head shall adopt appropriate measures to ensure, to a reasonable extent, that all information disclosed as part of the processes of these Rules shall be kept confidential and in compliance with all applicable data protection and privacy laws and regulations.

Schedule A

Common examples of Conflict of Interests

While it is impractical to describe all situations that may create or lead to a Conflict of Interest, the following examples are common situations where a Conflict of Interest could arise:

1. Financial and Other Interests:

- You or an immediate family member have a financial or any other kind of interest (direct or indirect) in or with any of Panasonic Group's business partners, customers, creditors, debtors or competitors.
- ✓ It may not be a conflict of interest if the financial interest is less than 5% of the securities of a company which is publicly traded and is listed on a national stock exchange or regularly traded in a recognized over the counter market.

2. Gifts, Entertainment and Other Items of Value:

- You or an immediate family member, directly or indirectly, solicit or accept any gift, gratuity, payment, item or service of substantial value from any person or organization that is a Panasonic Group's business partner, customer, creditor, debtor or competitor. This is not permitted unless you comply with the "Rules on Gift and Hospitality for Anti-Bribery/Corruption."

3. Using Company Assets or Influencing Business Decisions for Personal Gain:

- You use or disclose confidential or proprietary Panasonic Group information or assets for any purpose other than as required to perform your official duties. You also may not:
- ✓ Buy or sell securities of any company using non-public information obtained in the performance of your duty or provide such information to others.
- ✓ Take for personal benefit any Panasonic Group business opportunity that is discovered through the use of Panasonic Group property, information or of your position.
- ✓ Use your employment or position to obtain or provide favored treatment for yourself or an immediate family member (e.g. related to hiring or promotion decisions) or to influence a business decision or transaction for personal gain.

4. Relationships with Customers, Suppliers, and Competitors:

- You or an immediate family member hold any kind of position in, or provide personal or other services (directly or indirectly) to, any supplier, customer, creditor, debtor or competitor of Panasonic Group in any capacity or of any nature.
- Examples include:
- ✓ Serving as a director, officer, advisor or consultant for a company with which Panasonic Group conducts business or is a competitor; or
- ✓ Holding a second job with a supplier, vendor or customer with whom Panasonic Group conducts business, or with one of the Panasonic Groups competitors.

5. Outside Business and Other Interests:

- You engage in any outside business, business relationship, or investment that conflict with Panasonic Group's interests or with your duties and responsibilities (such as involving Panasonic Group's time, assets, or facilities), or which diminishes your ability to give appropriate attention to your duties and responsibilities.

6. Relationships in the Workplace:

- You hire, manage, or otherwise conduct business with a close personal friend, relative, or someone with whom you have an intimate relationship.

7. New Business Relationship:

- You authorize or permit the undertaking of any new business relationship between Panasonic Group and any entity in which a former employee of Panasonic Group or a member of his/her immediate family, holds a key member of senior management position or has a direct or indirect ownership interest of at least five percent (5%).