



Together, improving life

W. L. GORE & ASSOCIATES - STANDARDS OF ETHICAL CONDUCT FOR THIRD PARTY REPRESENTATIVES¹

Gore's Commitment as a Responsible Enterprise

Gore is a uniquely creative, technology-driven Enterprise focused on discovery and product innovation. Gore has served a variety of global markets for more than 50 years and has thrived by providing its customers with high-value products that enhance the quality of life.

We believe Gore's success is a direct result of the values that are the foundation of our company's culture. Gore's culture exerts a strong and steady influence on each of its Associates to act with the highest integrity and responsibility. Gore is committed to meeting the needs of customers through our innovative, reliable products and to improving the communities in which we work and live. We have a legacy of taking a long-term view, and seek to make decisions that are consistent with this commitment.

To support this goal, Gore has introduced an Associates' Standards of Ethical Conduct to establish policies and procedures for all Associates, intended to guide each Associate in conducting our business with integrity, legally and ethically. We need and expect the same level of integrity from those companies that cooperate with Gore that manufacture, distribute and sell Gore's products around the world. The Standards of Ethical Conduct communicate the worldwide standards to which we hold distributors, agents, consultants, vendors, and other third parties (collectively "Representatives") who represent Gore or are involved with Gore products. Given the potential affect on Gore's global reputation and financial success, complying with the legal and ethical issues addressed in these Standards of Ethical Conduct is a mandatory requirement.

It is essential that all of Gore's Representatives around the world commit to be knowledgeable about these Standards, act in a manner consistent with their principles, and consult with Gore Associates as questions or issues arise.

For purposes of this document only, "we" or "our" or "us" in the following text refers to the third party Representative company, its employees, management, agents, directors, owners and others acting on behalf of the Representative company. The use of "Representative"

¹ Third Party Representatives" include distributors, sales agents, consultants, vendors and other companies and individuals that work with and on behalf of W. L. Gore & Associates, Inc. and its affiliates.

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does not imply or attribute any legal or contractual status to the third party, which remains an independent contractor unless otherwise explicitly agreed in writing with Gore.

The Standards:

1. Appreciation for the Individual. In the conduct of our business we will treat all people – inside and outside our company – with fairness, dignity, and respect. We do not discriminate on the basis of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, national origin, disability, age, or any other characteristic protected by law. We recognize that harassment of any individual based on any of these factors interferes with conducting business in a safe, productive and professional manner. It is strictly prohibited in the workplace and in any business relationship.
2. Compliance with Laws. We conduct our business and affairs in compliance with all applicable laws, rules, and regulations and in accordance with high ethical standards.
3. Competitive Practices. We compete for business opportunities vigorously, fairly, ethically, and legally. We comply with antitrust and other laws regulating competition and trade in each country or region where we conduct business. We do not discuss or exchange information on pricing, cost, production plans, business strategies, or any other proprietary or confidential information which it would not be legal to share, with actual or potential competitors. We do not propose or participate in agreements with competitors or distributors to fix prices or quantities of supply, or to illegally distort or restrain trade.
4. Confidential Information of Third Parties. We respect the trade secrets and intellectual property of third parties. Individuals with knowledge of trade secrets of a third party, including a former employer, will not reveal any such information. We do not engage in illegal or unethical ways of gathering information about our competitors or others, and we do not use information which has been obtained improperly or illegally.
5. Confidential Information of Gore. In the course of our interactions with Gore, we may have access to Gore confidential and/or proprietary information which is a highly valuable business asset. This information includes, for example, technical information, business methods and customer lists not known to third parties. We will use this information only in support of Gore's business interests and will protect it from disclosure to third parties. We agree not to disclose any Gore confidential information to others.
6. Bribery. Providing anything of value to a government official or employee, or other person, with the intent of improperly influencing a business decision is considered bribery, whether provided by the Representative or through any third party, anywhere in the world. We will not engage in these practices, nor will we hire other parties to engage in these practices on our behalf.

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7. Gifts & Payments. We provide gifts only if the gifts are consistent with laws, customary business practices and the policies of the recipient's employer. Gifts must not be excessive in value and must reflect good business judgment. We avoid even the appearance of an improper payment or gift. Gifts in the form of cash or cash equivalents must not be given, regardless of value. Payments are made only for legitimate services and in accord with applicable laws. Payments will be made to business entities that provide goods and services, but not to individual employees or agents of the business entity.

Certain laws restrict gifts and payments (such as those to Health Care Providers and government employees), and Representatives are responsible for knowing these restrictions and consulting with their own legal advisor to ensure that an intended gift or payment does not violate any laws.

For example, in the U.S., it is illegal to offer or pay any remuneration to any medical personnel or medical institution in order to gain business that will be paid for in whole or in part under federally reimbursable programs such as Medicaid, Medicare and S-CHIP programs. Outside of the U.S., the same type of activity may cause a violation of U.S. law known as the Foreign Corrupt Practices Act or a violation of the United Kingdom Bribery Act. It is also illegal in most other countries to provide any gifts to government officials or employees intended to influence decisions or actions.

Representative's employees, agents and consultants must be aware that government officials may include a wide variety of personnel, including for example, physicians and medical providers employed by government hospitals and executives in government-owned corporations and businesses.

Before employing persons who are present or former employees or officials of any government agency, we will seek assistance from our legal advisors to ensure any legal restrictions tied to such employment are identified and met.

8. Receiving Gifts. The receipt of gifts must likewise be consistent with our own practices and good judgment. To avoid the appearance of a conflict of interest, we will not accept personal gifts, entertainment, loans or favors with excessive value from third parties doing business with or seeking to do business with our company. Gifts with excessive value will not be accepted without appropriate consultation.
9. Conflicts of Interest. When conducting business for Gore, we will avoid any situation that might impair or appear to impair our ability to make impartial decisions. A conflict can arise from family and other close relationships, as well as our employees' situations. Conflicts also arise when opportunities discovered through the Representative's position or knowledge of corporate information are used for personal gain instead of for the benefit of the Representative business relationship with Gore. We will promptly and fully disclose any potential or known conflicts of interest to Gore.

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10. Protection and Proper Use of Company Assets. When Gore provides us with any tangible or intangible (for example, intellectual property) assets to support the Gore business, we will use Gore assets wisely and only in the best interest of Gore.
11. Representing Gore Products. We represent the Gore products fairly and accurately and comply with applicable regulatory and legal requirements governing the marketing and sale of Gore products and services. For any Gore products, we create clear and accurate impressions through our advertising, marketing, and sales materials and presentations. We do not make false or misleading statements or claims about competitors or their products or services.
12. Representing Gore or Gore products in Social Media. We agree that making use of social media, such as blogs on the internet, even in an individual capacity, means we must keep in mind our statements may be viewed as statements of Gore. Such statements must meet the requirements of these Standards of Ethical Conduct. Even the act of identifying our company as carrying Gore products may be construed as representing Gore online.
13. Representing Gore to Political Bodies and Political Contributions. We understand that it is required to consult with our Gore contacts who may already be engaged in communications with political entities or persons, before making any statements or commitments or urging any action affecting Gore or its business activities. Legal requirements such as registration and reporting of lobbying activities may apply. We agree that we will not make contributions on Gore's behalf to political parties or candidates anywhere in the world.
14. Recording and Reporting Information. We will keep timely and accurate business records that properly reflect the underlying transaction or event. We will retain, protect, and dispose of records according to legal requirements and our procedures.
15. International Business. If our business with Gore involves imports, exports, and other international operations, we agree to follow the applicable laws governing international business and business practices. We agree to review and meet all applicable legal requirements, including but not limited to those relating to taxes, customs, duties, sanctions and import/export controls.
16. Safe Work Environment. We are collectively committed to fostering a safe and healthy work environment where everyone can develop their talents, enjoy their work and responsibly direct their activities. We maintain a safe and secure work environment, and comply with safety, health, and security policies and procedures. Each Representative employee is expected to be knowledgeable of the workplace safety, health and environmental requirements and guidelines applicable to her or his place of work, and to correct or report any health and safety threats.

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Compliance:

1. Business Responsibility. We, as the management and leaders of the Representative company, are responsible for ensuring that our employees, agents and others supporting the Gore business activities are knowledgeable of and comply with these Standards of Ethical Conduct and associated compliance programs and for creating a work environment in which compliance is expected and rewarded.
2. Violations. Responsible Gore Associates will address Representative actions or omissions which are not consistent with these Standards, applicable laws and regulations, as appropriate, up to and including termination of the contract with Gore.
3. Prompt Investigation. We agree to promptly investigate any alleged violation of these Standards, and involve Gore when the alleged violation may affect Gore, its business or its products.