

## SMART CHOICE COMMUNICATIONS ("SmartChoice") ANTI-BRIBERY POLICY

- I. **POLICY STATEMENT.** Smart Choice Communications maintains an Anti-Bribery Policy prohibiting any improper or unethical payment to government officials or a party to a private commercial transaction anywhere in the world by any SmartChoice officer or associate (together, simply "SmartChoice associates") or agent of SmartChoice. This Anti- Bribery Policy is designed to comply with the requirements of the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act 2010 (the "U.K. Bribery Act") and the anti- bribery laws of those other jurisdictions in which we do business. These laws generally prohibit bribes, kickbacks, or illegal payments to influence business transactions and require us to maintain accurate books and records and a system of internal controls.
- II. **POLICY PURPOSE.** SmartChoice's Anti-Bribery states that no SmartChoice associate or agent has the authority to offer payments of money or anything else of value, whether directly or indirectly, to a government official or a participant in a private commercial transaction to improperly induce that person to affect any act or decision in a manner that will assist SmartChoice or any of its subsidiaries or divisions, or any of its associates or agents, to obtain or retain business. In addition to direct payments of money, other examples of prohibited payments would include the following made at the direction, or for the benefit, of a government official or a commercial business partner:

- gifts, or travel, meals, entertainment or other hospitality expenses; contributions to any political party, campaign or party official; or charitable contributions and sponsorships.

Facilitating payments are not authorized by this Policy. These are payments of small amounts to a foreign government employee to expedite or secure performance of a routine, non- discretionary governmental action, such as properly obtaining visas, permits and licenses, police protection or utility services in a foreign country.

- III. **POLICY SCOPE.** The Anti-Bribery Policy extends to SmartChoice's operations anywhere in the world, including all subsidiaries, divisions, agents, consultants or other representatives, as well as to any joint venture or other business enterprise in which SmartChoice is a participant. The Anti-Bribery Policy is applicable to activities of individual SmartChoice associates, as well as corporate and business unit programs, events, campaigns and other initiatives.

a. Penalties.

- i. Violations by any SmartChoice associate of the anti-bribery laws or this Policy will result in progressive discipline, up to and including possible termination of such associate's employment with SmartChoice. Violations by any SmartChoice associate or agent can also result in severe penalties for both SmartChoice and such individuals.

For example, individuals can receive five years of imprisonment and a \$100,000 fine for each violation of the anti-bribery provisions of the FCPA, and 20 years imprisonment and a \$5 million fine for each violation of the record keeping provisions of the FCPA. Under the U.K. Bribery Act, bribery and corruption is punishable for individuals by up to ten years imprisonment and companies could face an unlimited fine.

The FCPA specifically prohibits a company from reimbursing an officer, director, stockholder, employee, or agent for fines imposed for violations of the FCPA, so any fines for violations for which you are responsible will be paid from your personal assets. In addition, and in accordance with SmartChoice's general legal compliance policy, SmartChoice will cooperate fully with law enforcement authorities in the investigation and prosecution of alleged violations of anti-bribery laws.

b. Gifts, Travel, Entertainment, and Other Expenses

i. Government Officials

SmartChoice permits SmartChoice logo items (such as SmartChoice logo pen and pencil sets, shirts, hats and other similar items) to be given to government officials as modest gifts in the ordinary course of business, provided that:

- such gifts do not exceed U.S. \$25 in value;
- only one such item per calendar year be given to any single government official;
- presenting any such gift will be in conformity with the written laws of the country in which the gift has been made; and
- the associate presenting such gift makes an immediate written report to such associate's manager.

SmartChoice also permits reasonable expenditures for travel, meals and entertainment expenses legitimately related to tours of SmartChoice's facilities, training in the use of SmartChoice's products and services, or otherwise related directly to SmartChoice's promotion of its products and services, provided such expenditures are not extravagant and otherwise conform to the limitations in this Policy and to the laws and customs (as recognized by the written local law or a published judicial decision) of the country in which the expenditures are incurred. Before providing, directly or indirectly, any such travel, meals or entertainment expenditure for a government official, you must first obtain written permission from your business unit manager, who must review the proposed expenditure with the Anti-Bribery Committee.

It will never be acceptable to offer any gift or incur any expense in expectation of receiving something in return (quid pro quo).

The following persons are considered as "government officials":

- officers and employees of any government, department, agency, bureau, authority, instrumentality or public international organization;
- persons acting in an official capacity on behalf of a government; employees of entities that are owned or controlled by a government; and candidates for political office.

The U.S. Department of Justice and the Securities and Exchange Commission have adopted a very broad interpretation of what constitutes an instrumentality of a foreign government. For purposes of this Policy, any entity with significant governmental ownership or influence shall be viewed as an instrumentality of a foreign government.

ii. Commercial Partners

Other than for gifts with a value of no more than U.S. \$50 given or received in the normal course of business, neither you nor your relatives may give gifts to, or receive gifts from, SmartChoice's current or prospective clients, vendors or any other commercial partners. Presenting or accepting any other gifts to or from private commercial parties requires prior written approval from your business unit manager, who must review the proposed gift with the Anti-Bribery Committee.

SmartChoice permits accepting or incurring proportionate and reasonable expenditures for travel, meals and entertainment expenses legitimately designed to show appreciation to existing business partners, present products and services, or establish cordial business relations, provided that such expenditures:

- are not excessive and always appropriate to the nature of the business relationship with the recipient;

- conform the laws and customs (as recognized by the written local law or a published judicial decision) of the country in which the expenditures are incurred, as well as the policies, rules or codes of conduct of the recipient;
- do not place the recipient under an obligation or expectation to confer any business advantage in return for such hospitality (quid pro quo), or create an impression that the recipient's independence will be affected; and
- occur only occasionally.

Before providing or accepting, directly or indirectly, any travel, meals or entertainment expenditure reasonably valued at more than U.S. \$250 for each guest, you must first obtain written permission from your business unit manager, who must review the proposed expenditure with the Anti-Bribery Committee. Since the level of appropriate expenditures may vary significantly from country to country, managers of local business units are authorized to adopt lower hospitality limits for their respective jurisdictions.

It is crucial that entertainment should not be given or received on such a scale that it forms an inducement to enter into a business transaction or arrangement which would not otherwise be undertaken. Moreover, in no event may any gift or hospitality cause any other provision of this Policy or any provision of the Code of Business Conduct & Ethics to be violated or put SmartChoice or you in a position that may cause embarrassment.

iii. Recordkeeping

Any gift, entertainment or hospitality given will be accurately recorded, and no expenditure may be made with the express or implied agreement that it is to be used for any purpose other than as described by the records reflecting the expenditure.

c. Third Parties' Compliance with SmartChoice's Anti-Bribery Policy

- i. SmartChoice's obligation of ethical and legal behavior includes and encompasses the activities of SmartChoice's agents, representatives, consultants and business partners (including joint venture partners), as well as any potential acquisition targets. Willful ignorance of facts or circumstances which make it likely that bribery could be occurring will be a violation of this Policy and anti-bribery laws. Before establishing a relationship with any third party to represent SmartChoice in any marketplace, sufficient due diligence must be performed to determine that the third party's commitment to ethical business practices is consistent with SmartChoice's high standards. Any arrangement with such third party should include proper contractual provisions and monitoring procedures to ensure compliance with anti-bribery laws and consistency with SmartChoice's Anti-Bribery Policy. Particular care should be taken in any instance where the third party has interactions with government official in the performance of its services on behalf of SmartChoice.

ci. Red Flags

- i. Among many other situations, the following situations, whether or not involving a government official, could expose SmartChoice and the individuals involved to a risk of a violation, and need to be reported as set forth below:
- Requests or demands for a bribe.
  - Requests from a third party for SmartChoice to make payments (or portion of a payment) on behalf of the third party to someone else.
  - Requests or suggestions that SmartChoice make a charitable donation to a particular charity.
  - Requests for employment either on his or her own behalf or on behalf of another.
  - A person with whom SmartChoice is dealing has a reputation for receiving questionable payments.
  - A demand or strong suggestion that a particular local representative should be retained for any purpose.

- A non-governmental person with whom SmartChoice is dealing has a known family or other significant relationship with government officials.
- A request for an unusual or excessive payment, such as a request for over-invoicing, unusual up-front payments, or a request for payments to be made to a third party (or to a third country), to a foreign bank account, in cash or otherwise untraceable funds.
- A proposed agent or representative has little or no expertise or experience in the area (whether geographic, professional or otherwise) in which it will represent SmartChoice.
- A proposed agent or representative refuses to provide written assurances that he or she will not make any improper payments.
- A proposed agent or representative requests an unusually high commission.
- A proposed agent or representative fails to provide standard invoices.
- A potential governmental customer requests an unusual credit or rebate with or from SmartChoice in return for its business.
- Unusual bonuses or other amounts paid to agents or representatives of SmartChoice.
- SmartChoice's operations are in, or it is transacting business with a person in, a country perceived to have high levels of corruption.

e. Reporting Violations

- i. Your conduct can reinforce an ethical atmosphere and positively influence the conduct of fellow associates. If you are aware of or suspect misconduct, you should report it to the appropriate level of management.

If you are still concerned after speaking with your local management or feel uncomfortable speaking with them, you should (anonymously, if you wish, if allowed by local law) contact Jarrett Wolfe, CEO directly.

Your calls, detailed notes and/or emails will be dealt with confidentially, unless it is necessary to share such information in order to address the matter appropriately. Regardless, you will be protected from retaliation.

Nothing in this or any other SmartChoice policy prohibits you from providing information to the U.S. Securities and Exchange Commission or any government agency in a manner contemplated by relevant law or regulation.

A failure to report known or suspected wrongdoing in connection with SmartChoice's business of which an SmartChoice associate or agent has knowledge may, be itself, subject that individual to disciplinary action.

f. Administration of Anti-Bribery Policy

- i. The Anti-Bribery Policy will be administered by SmartChoice's Anti-Bribery Committee. The Anti-Bribery Committee will consist of the CEO, CTO, CFO and the General Counsel of SmartChoice, or their respective designees. Any violations of the Anti-Bribery Policy will be reported to the Audit Committee of SmartChoice. The Anti-Bribery Committee will be supported by SmartChoice's Internal Audit, Corporate Finance, and Corporate Legal Departments.

Received by: \_\_\_\_\_

Company Name: \_\_\_\_\_

Position agreed to comply: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between Smart Choice Communications, LLC and its subsidiaries ("SmartChoice or the "Company"), and \_\_\_\_\_ ("Individual or Corporation").

### BACKGROUND

The nature of this agreement concerns all issues related to Smart Choice Communications, LLC's business plan, its intellectual property, business operations, pricing, cost and other potential actions and transactions. Smart Choice Communications, LLC is the owner, the beneficial owner, and the intended owner of valuable intellectual property and information, which are commercial assets of considerable value and are defined in this Agreement as "Confidential Information". The Individual or Corporation is an entity or individual with an interest in working with, cooperating with, co-developing with, investing in, and/or joining or partnering with Smart Choice Communications, LLC. Smart Choice Communications LLC wishes to disclose, and the Individual or Corporation desires to receive the Confidential Information. Smart Choice Communications, LLC is willing to disclose the Confidential Information to the Individual or Corporation on the condition that the Individual or Corporation does not disclose the same to any third party nor make use thereof in any manner except for purposes of investing in, partnering with, and/or assisting in the development of Smart Choice Communications, LLC's business, infrastructure, business plan and/or other strategic developments and/or operations, and/or in the assessment of the viability of actions or transactions as they relate to Smart Choice Communications, LLC's business.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Smart Choice Communications, LLC and the Individual or Corporation, for the benefit of Smart Choice Communications, LLC, do hereby agree as follows:

1. DEFINITION:

"Confidential Information" means any and all intellectual property, technical specifications, trade secrets, and/or proprietary material or business information of which Smart Choice Communications LLC is the owner, beneficial owner, and/or intended owner, whether in written form, electronic form, and/or oral form, and including without limitation, financial and technical information, intellectual property, business or marketing strategies or plans, experience and know-how, product development, and customer and supplier information, of Smart Choice Communications LLC, which has commercial value and has been maintained as confidential by Smart Choice Communications LLC. Disclosure of any information in written form, electronic form, oral form, and/or otherwise, will also be considered proprietary if transmitter provides the recipient with a written memorialization of and identifying same within ninety (90) days, and any inactivity or failure to give memorialization shall not be deemed to be a waiver of this provision. In the event the Individual or Corporation visits any of the offices of Smart Choice Communications LLC or meets with Smart Choice Communications LLC personnel or representatives, Confidential Information shall further include such information which may come to the Individual or Corporation's knowledge as a result of any such visit or meeting.

2. DUTY NOT TO USE OR DISCLOSE:

The Individual or Corporation acknowledges and understands that the Confidential Information is confidential and proprietary, that it may constitute intellectual property and/or trade secrets of Smart Choice Communications LLC, and that it is of great value and importance to the success of Smart Choice Communications LLC's business. The Individual or Corporation shall use the Confidential Information for evaluation purposes only. The Individual or Corporation agrees to safeguard the Confidential Information and to not disclose said Confidential Information to any third party, without the prior express written consent of Smart Choice Communications LLC. The Individual or Corporation will take all reasonable steps to prevent the unauthorized, negligent and/or inadvertent, disclosure thereof. The Individual or Corporation shall not, without the prior written approval of Smart Choice Communications LLC, directly or indirectly, disclose the Confidential Information to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of the Individual or Corporation, on a need- to-know basis. The Individual or Corporation agrees not to use the Confidential information. The Individual or Corporation shall be liable under this Agreement for any disclosure or use in violation of this Agreement by its or its affiliate's employees, attorneys, accountants or other advisors. Smart Choice Communications LLC shall be entitled to injunctive relief if the Individual or Corporation breaches this provision and/or any other provision of this Agreement.

3. DUTY TO RETURN OR DESTROY:

The Individual or Corporation shall, upon the written request of Smart Choice Communications LLC, promptly: (a) return to Smart Choice Communications LLC any and all Confidential Information together with any copies or reproductions thereof; and (b) destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of the Individual or Corporation certifying to Smart Choice Communications LLC that all such items have been returned or destroyed.

4. EXCLUSIONS:

The Individual or Corporation shall not have any obligation under this Agreement with respect to any information that is: (a) already in the possession of the Individual or Corporation prior to its receipt from Smart Choice Communications LLC; or (b) publicly known at the time of disclosure or becomes publicly known through no wrongful act or failure of the Individual or Corporation; or (c) subsequently disclosed to the Individual or Corporation on a non-confidential basis by a third party not having a confidential relationship with Smart Choice Communications LLC, which rightfully acquired such information; or (d) shown to be independently developed by the Individual or Corporation; or (e) communicated to a third party by the Individual or Corporation with the express written consent of Smart Choice Communications LLC. Furthermore, the Individual or Corporation may disclose the Confidential Information to the extent required by any subpoena, summons, order or other judicial process, but it will promptly advise Smart Choice Communications LLC of such disclosure, so that Smart Choice Communications LLC may lawfully seek to prevent such disclosure.

5. CONFIDENTIALITY OF DISCUSSIONS:

The Individual or Corporation and Smart Choice Communications LLC acknowledge that the existence of any discussion(s) regarding any or all actual and potential cooperation between themselves is itself Confidential Information, and the Individual or Corporation agree to keep confidential the existence of these discussions, Smart Choice Communications LLC's interest in the actual and potential cooperation, and the Individual or Corporation's interest in the actual cooperation and potential cooperation.

6. REMEDY:

The Individual or Corporation has entered into the undertakings contained in this Confidentiality Agreement in order to induce Smart Choice Communications LLC to reveal to it Confidential Information and Smart Choice Communications LLC shall be entitled to enforce this Confidentiality Agreement through any remedy available to it at law and/or in equity including the obtaining or injunctive relief without the necessity of proving actual damages. The Individual or Corporation agrees that Smart Choice Communications LLC shall be entitled to injunctive relief if the Individual or Corporation breaches any provision in this Agreement. Further, the Individual or Corporation agrees to indemnify Smart Choice Communications LLC and to hold Smart Choice Communications LLC harmless for any damages it may sustain as a result of a breach of this Agreement by the Individual or Corporation or its parents, subsidiaries or affiliates and employees.

7. NO REPRESENTATION OR WARRANTIES:

All information is provided by Smart Choice Communications LLC and is not verified by Smart Choice Communications LLC. Smart Choice Communications LLC makes no representation or warranty, express or implied, regarding such information. The Individual or Corporation agrees that it will: conduct its own investigation, due diligence and analysis, prior to consummating any cooperative relationship with Smart Choice Communications LLC, and to rely on the results of that investigation in any decision to cooperate, and not rely on any information provided by Smart Choice Communications LLC except to the extent provided, and subject to the limitations set forth in, the representations and warranties set forth in any definitive executed agreement between the parties.

8. GENERAL:

This Agreement shall be governed by the laws of the State of New York, without application of conflicts of laws, and state courts located in the State of New York shall be the sole jurisdiction for any disputes arising thereunder. The parties consent to the jurisdiction in those courts and to service of process in any manner permitted by those courts.

9. DURATION:

This agreement shall be effective as of the date of signature and shall continue for a period of three (3) years or until terminated / cancelled in writing by the Parties. The obligation to protect the information received prior to any termination / cancellation or expiration shall survive and continue beyond such termination / cancellation or expiration of this Agreement for the period three (3) years.

IN WITNESS THEREOF, the parties have executed this Confidentiality Agreement under seal as of the day and year first written above.

**Smart Choice Communications, LLC**

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

33 East 33<sup>rd</sup> Street, 11<sup>th</sup> Floor  
New York, New York 10018

**Individual or Company**

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zipcode: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_