



U.S. Department of Justice

Antitrust Division

New York Division

26 Federal Plaza 212/335-8000
Room 3630
New York, New York 10278-0004 FAX 212/335-8023

March 18, 2016

Daniel J. Collins, Esq.
Drinker Biddle & Reath LLP
191 N. Wacker Dr., Ste. 3700
Chicago, IL 60606-1698

Re: Hale Products, Inc.

Dear Mr. Collins:

On the understandings specified below, the United States Department of Justice, Antitrust Division, (the "Division"), will not criminally prosecute Hale Products, Inc. or its affiliate, Godiva Ltd. (collectively, the "Company") for any crimes (except for criminal tax violations, as to which the Division does not make any agreement) relating to making false representations to the United States Department of Defense ("DOD") regarding its agreement to pay, and payment of, a \$13,200 commission to an Israeli national in connection with a March 2010 contract to sell pumps to the Government of Israel. This contract was a Foreign Military Funding Direct Commercial Contract ("FMF"), a foreign aid program funded by the United States government, and under the rules and regulations of FMF, the Company and its employees were required to disclose the payment of any commissions paid with FMF funds. Nonetheless, the Company and its employees concealed the agreement to pay, and the payment of, the commission by agreeing to change the name of the commission to obscure its true nature, and by falsely denying its existence in a written certification to the DOD, signed under penalty of perjury (the "Misconduct").

The Division enters into this Non-Prosecution Agreement ("Agreement") based on the individual facts and circumstances presented by this case and the Company. Among the facts considered were the following: (a) the Company cooperated with the investigation, including conducting an internal investigation, voluntarily making U.S. and foreign employees available for interviews, and collecting, analyzing, and organizing voluminous evidence and information for the Division, including evidence from foreign sources; (b) the Company has committed to continue to enhance its compliance program and internal controls, including hiring a Chief Compliance Officer in June 2011, who has overseen the creation and revision of the Company's compliance policies and efforts. These efforts include the review and editing of policies, training, enhancing its due diligence protocol for third-party agents and consultants, instituting heightened review of proposals and other transactional documents for all the Company contracts, and auditing and monitoring compliance at its various business units; and (c) the Company has agreed

to continue to cooperate with the Division in any ongoing investigation of the conduct of the Company and its officers, directors, employees, and agents.

The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents in connection with the Misconduct. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts constituting the Misconduct as set forth above. The Company agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Division to determine: (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Division and the Company; and (b) whether the Division has any objection to the press release.

This Agreement shall be in effect between the Division and the Company for a term of two years (the "Term of this Agreement").

The Company shall cooperate fully with the Division in any and all matters relating to the Misconduct described in this Agreement, subject to applicable law and regulations, until the later of the Term of this agreement or the date upon which all investigations and prosecutions arising out of such conduct are concluded. At the request of the Division, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the Company, its parent company, or any of its direct or indirect subsidiaries or affiliates, or any of its present or former officers, directors, employees, and agents, or any other party, in any and all matters relating to the Misconduct described in this Agreement. The Company agrees that its cooperation shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its parent company, or any of its direct or indirect subsidiaries or affiliates, and those of its present and former officers, directors, employees, and agents, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Division may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Division, upon request, any document, record or other tangible evidence about which the Division may inquire of the Company.

b. Upon request of the Division, the Company shall designate knowledgeable officers, directors, employees, agents or attorneys to provide to the Division the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Division, present or former officers,

directors, employees, and agents of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Division pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government of such materials as the Division, in its sole discretion, shall deem appropriate.

In addition, during the Term of this Agreement, should any supervisor of the Company learn of credible evidence or allegations of any violation of U.S. federal law, the Company shall promptly report such evidence or allegations to the Division. No later than thirty (30) days after the expiration of the Term of this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Department that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001.

The Company represents that it has implemented and will continue to implement a compliance program designed to prevent and detect violations of any of the rules and regulations related to the FMF program throughout its operations, including those of its parent, direct or indirect subsidiaries or affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption. The Company will report to the Division on its compliance efforts one year following the signing of this agreement.

The Company agrees to pay a monetary penalty in the amount of \$50,000 to the United States Treasury within ten (10) business days from the execution of the Agreement. The Company acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this \$50,000 penalty.

The Company agrees to pay restitution in the amount of \$10,200 to the DOD no more than ten (10) business days from the execution of this Agreement.

The Division agrees, except as provided herein, that it will not bring any criminal or civil case against the Company relating to any of the Misconduct. The Division, however, may use any information related to the Misconduct against the Company: (a) in a prosecution for perjury or obstruction of justice (other than the Misconduct); (b) in a prosecution for making a false statement (other than the Misconduct); (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection

against prosecution of any present or former officer, director, employee, or agent, of the Company for any violations committed by them.

If, during the Term of this Agreement, the Company: (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in this Agreement; (d) fails to implement a compliance program as set forth in this Agreement or (e) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Division becomes aware of such a breach after the Term of this Agreement is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Division has knowledge, including, but not limited to, the Misconduct, which may be pursued by the Division in the U.S. District Court for the Southern District of New York or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Division's sole discretion. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the Misconduct may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term of this Agreement plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term of this Agreement plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term of this Agreement will be tolled from the date upon which the violation occurs until the date upon which the Division is made aware of the violation.

In the event the Division determines that the Company has breached this Agreement, the Division agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Division in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Division shall consider in determining whether to pursue prosecution of the Company.

In the event that the Division determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Division or to the Court, including the description of the Misconduct above, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Division against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any present or former officer, director or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining

whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Division.

Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of this Agreement, it undertakes any change in corporate form, including if it sells, merges, or transfers a substantial portion of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, asset sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The Company shall obtain approval from the Division at least thirty (30) days prior to undertaking any such sale, asset sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the Division an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement.

This Agreement is binding on the Company and the Division but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Division will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

It is further understood that the Company and the Division may disclose this Agreement to the public.

This Agreement sets forth all the terms of the agreement between the Company and the Division. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Division, the attorneys for the Company, and a duly authorized representative of the Company.

Sincerely,

JEFFREY D. MARTINO
Chief, New York Office
Antitrust Division
United States Department of Justice

Date: 3/30/16

BY:

(b)(6)

Rebecca Meiklejohn
Patricia L. Jannace
Daniel Tracer
Trial Attorney

AGREED AND CONSENTED TO:

HALE PRODUCTS, INC.

Date: 28 March 2016

BY:

(b)(6)

General Counsel
[COMPANY] IDEX Corporation

Date: 3.30.16

BY:

(b)(6)

Daniel J. Collins, Esq.
Drinker Biddle & Reath LLP



U.S. Department of Justice

Antitrust Division

New York Office

26 Federal Plaza
Room 3630
New York, New York 10278-0140

212/535-8000
FAX 212/535-8023

February 18, 2016

Peter W. Till, Esq.
105 Morris Avenue, Suite 201
Springfield, New Jersey 07081

Re: Octal Corporation

Dear Mr. Till:

On the understandings specified below, the United States Department of Justice, Antitrust Division, (the "Division"), will not criminally prosecute Octal Corporation (the "Company") for any crimes (except for criminal tax violations, as to which the Division does not make any agreement) relating to the bidding for a March 2010 contract to sell an assortment of parts assembled into kits to the Government of Israel, and to making false representations to the United States Department of Defense ("DOD") regarding the Company's agreement to pay, and its payment of, a \$13,000 commission to an Israeli national in connection with that contract. This contract was a Foreign Military Funding Direct Commercial Contract ("FMF"), a foreign aid program funded by the United States government, and under the rules and regulations of FMF, the Company and its employees were required to disclose the payment of any commissions paid with FMF funds. Nonetheless, the Company and its employees concealed the agreement to pay, and the payment of, the commission by agreeing to change the name of the commission to obscure its true nature, by falsely denying its existence in written certifications to the DOD, signed under penalty of perjury, and falsely denying its existence in an email to a DOD auditor (the "Misconduct").

The Division enters into this Non-Prosecution Agreement ("Agreement") based on the individual facts and circumstances presented by this case and the Company. Among the facts considered were the following: (a) the sole culpable employee of the Company who committed the Misconduct and who was the principal beneficiary of the Misconduct has died; (b) the Company has engaged new management which was not involved in the Misconduct; (c) the Company has made a commitment to institute a compliance and ethics program and internal controls, including the review and editing of policies, training, enhancing its due diligence protocol for third-party agents and consultants, instituting heightened review of proposals and other transactional documents for all the Company contracts, and auditing and monitoring compliance at its various business units; and (d) the Company has agreed to cooperate with the Division in any

ongoing investigation of the conduct of the Company and its officers, directors, shareholders, employees, agents, and consultants.

The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, shareholders, employees, agents, and consultants in connection with the Misconduct. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, shareholders, employees, agents, consultants, or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company or the facts constituting the Misconduct as set forth above. The Company agrees that if it issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Division to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Division and the Company; and (b) whether the Division has any objection to the release.

This Agreement shall be in effect between the Division and the Company for a term of two years (the "Term of this Agreement").

The Company shall cooperate fully with the Division in any and all matters relating to the Misconduct described in this Agreement, subject to applicable law and regulations, until the later of the Term of this Agreement or the date upon which all investigations and prosecutions arising out of such conduct are concluded. At the request of the Division, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the Company, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the Misconduct described in this Agreement. The Company agrees that its cooperation shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, and those of its present and former officers, directors, shareholders, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Division may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Division, upon request, any document, record or other tangible evidence about which the Division may inquire of the Company.

b. Upon request of the Division, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Division the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Division, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes,

but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Division pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government of such materials as the Division, in its sole discretion, shall deem appropriate.

In addition, during the Term of this Agreement, should any supervisor of the Company learn of credible evidence or allegations of any violation of U.S. federal law, the Company shall promptly report such evidence or allegations to the Division. No later than thirty (30) days after the expiration of the Term of this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Department that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001.

The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of any of the rules and regulations related to the FMF program throughout its operations, including those of its agents, contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption. The Company will report to the Division on its compliance efforts one year following the execution of this Agreement.

The Company agrees to pay a monetary penalty in the amount of \$100,000 to the United States Treasury no more than twenty (20) business days from the execution of the Agreement. The Company acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this \$100,000 penalty.

The Company agrees to pay restitution in the amount of \$360,000 to the DOD no more than twenty (20) business days from the execution of this Agreement.

The Division agrees, except as provided herein, that it will not bring any criminal or civil case against the Company relating to any of the Misconduct. The Division, however, may use any information related to the Misconduct against the Company: (a) in a prosecution for perjury or obstruction of justice (other than the Misconduct); (b) in a prosecution for making a false statement (other than the Misconduct); (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection against prosecution of any present or former officer, director, shareholder, employee,

agent, consultant, contractor, or subcontractor of the Company for any violations committed by them.

If, during the Term of this Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in this Agreement; (d) fails to implement a compliance and ethics program as set forth in this Agreement or (e) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Division becomes aware of such a breach after the Term of this Agreement is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Division has knowledge, including, but not limited to, the Misconduct, which may be pursued by the Division in the U.S. District Court for the Southern District of New York or any other appropriate venue. Determination of whether the Company has breached this Agreement and whether to pursue prosecution of the Company shall be in the Division's sole discretion. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the Misconduct may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term of this Agreement plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term of this Agreement plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the date upon which the Division is made aware of the violation.

In the event the Division determines that the Company has breached this Agreement, the Division agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Division in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Division shall consider in determining whether to pursue prosecution of the Company.

In the event that the Division determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Division or to the Court, including the description of the Misconduct above, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Division against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any present or

former officer, director, shareholder, employee, agent, consultant, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Division.

Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of this Agreement, it undertakes any change in corporate form, including if it sells, merges, or transfers a substantial portion of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, asset sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The Company shall obtain approval from the Division at least thirty (30) days prior to undertaking any such sale, asset sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the Division an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement.

This Agreement is binding on the Company and the Division but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Division will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

It is further understood that the Company and the Division may disclose this Agreement to the public.

This Agreement sets forth all the terms of the agreement between the Company and the Division. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Division, the attorneys for the Company, and a duly authorized representative of the Company.

Sincerely,

JEFFREY D. MARTINO
Chief, New York Office
Antitrust Division
United States Department of Justice

Date: March 21, 2016

BY:

(b)(6)

Rebecca Meiklejohn
Patricia L. Jannaco
Daniel Tracer
Trial Attorneys

AGREED AND CONSENTED TO:

OCTAL CORPORATION

Date: 3/8/2016

BY:

(b)(6)

Eyal Bar-David
Secretary

Date: March 8, 2016

BY

(b)(6)

Peter W. Hill, Esq.
Counsel for Octal Corporation