

Hillenbrand, Inc. and Subsidiaries

Required Trade and Anti-Corruption Contract Terms for Third Party Sales Representatives and Distributors (2017)

Schedule I

Global Trade and Anti-Corruption Compliance

1. Economic Sanctions and Export Controls. Pursuant to applicable regulations of the UN, the EU, the Departments of Commerce, State, and Treasury of the United States and restricted parties lists maintained by the same, it is agreed that Representative shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any {Insert Subsidiary Name} equipment, product, services, software, source code, technical data, or technology to or via any person, entity, or destination, or for any activity or end-use restricted by the laws or regulations of the UN, the EU, the United States or any other applicable jurisdiction (including nuclear, missile, chemical, or biological weapons proliferation, military, or money laundering activities) without first obtaining all required government authorizations. In relation to {Insert Subsidiary Name} business, Representative recognizes and agrees to comply with {Insert Subsidiary Name} policy and applicable laws, including those of the EU, the United States and any other applicable jurisdiction, to not be involved directly or indirectly in any operation, transaction, or export in, with, or related to the countries or persons described in Attachment 1. Representative shall not do anything which would cause {Insert Subsidiary Name} to be in breach of such applicable laws and regulations and shall protect, indemnify and hold harmless {Insert Subsidiary Name} from any fines, losses and liabilities incurred by {Insert Subsidiary Name} as a result of the failure of Representative to comply with this Section 1.

2. Compliance Training for Representative Personnel. Representative agrees to make all Representative personnel conducting activities on behalf of {Insert Subsidiary Name} available for compliance training as requested by {Insert Subsidiary Name}.

3. Compliance with Anti-Corruption Laws. Representative, for itself and on behalf of its actual owners in interest, beneficial owners, partners, stockholders, employees, agents or subagents, officers and directors, and consultants, if any (the "Principal(s)"), represents, warrants, covenants, agrees and undertakes as follows:

3.1 Illegal Payments. The Principals have not paid and will not pay, offer, promise to pay or authorize the payment directly or indirectly of any monies or anything of value to any person to improperly obtain, retain, or direct business or secure an improper advantage in connection with {Insert Subsidiary Name} products or services. Representative agrees to implement adequate procedures to prevent a breach of this Section 3.1.

3.2 Political Involvement. None of the Principals or close family members thereof, i.e., spouses, children, parents and siblings, is presently (or has been within the last year) a government official, representative or employee of any political party, holder of public office, or a candidate for public office. Representative covenants that it will inform {Insert Subsidiary Name} promptly in writing, if any such person assumes such a position while at the same time remaining a Principal. Government officials include: (i) any officer or employee of a government or any department, agency, or instrumentality of a government, (ii) an officer or employee of a public international organization such as the United Nations or the World Bank, (iii) an individual acting in an official capacity for or on behalf of a government agency, department, instrumentality or of a public international organization, (iv) any officer or employee of a company owned or controlled by a government, or (v) a member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or -controlled companies.

3.3 No Benefits to Government Officials. In connection with the performance of this Agreement, Representative has not purchased or sold (or agreed to purchase or sell), and will not purchase or sell, goods or services from any individual or entity the payment for which or benefit of which will go, directly or indirectly, to a government official or any close family member or designee of any such individual.

3.4 Payments, Loans or Transfers of Funds. Representative shall not make or offer to make any payment, loan or transfer of funds, directly or indirectly, to any director, officer, employee or representative of {Insert Subsidiary Name} or {Insert Subsidiary Name} customers or suppliers, or make any illegal payment under applicable laws.

3.5 Conflict with Laws. To the knowledge of Representative, this Agreement and any payments by {Insert Subsidiary Name} to Representative under this Agreement do not and will not conflict with or result in a breach of any law or regulation of any country

or countries in which it either provides services or receives payment under this Agreement (including, without limitation, taxation and exchange control laws and regulations); and, no consent of or notice to any government, or any agency thereof, is required or necessary to effectuate the transactions and activities contemplated herein, except as Representative may otherwise advise {Insert Subsidiary Name} in writing.

3.6 Periodic Reports. As requested by {Insert Subsidiary Name}, during the term hereof, Representative will file periodic reports of any Principals' activities on {Insert Subsidiary Name}'s behalf. Representative shall furnish to {Insert Subsidiary Name} at such times as {Insert Subsidiary Name} may request, a certificate confirming that the representations and warranties of Representative contained in Sections 3.1 through 3.5 of this Schedule are true and correct as of the date of such certificate.

3.7 Expenses. Representative shall keep complete and accurate records of all expenses related to the performance of its services under this Agreement, indicating in reasonable detail the purpose of each expense and the person (and such person's position and title) for whom it was made or for whose benefit, with such records to be made available upon request to {Insert Subsidiary Name}.

3.8 Key Individual Identification. During the term of this Agreement, as and when the same may occur, Representative will provide {Insert Subsidiary Name} with prior written notice in respect of:

(i) The identity of any key individual who may become involved in the performance of services under or in connection with this Agreement, on behalf of Representative; and

(ii) Any change in the key individuals in Representative's organization, which occurs during the term of this Agreement.

3.9 Engagement of Third Parties. Representative shall not engage the services of any third-party agent, consultant, person, or company, to assist Representative, in the performance of its obligations hereunder, except with {Insert Subsidiary Name}'s prior written authorization. Such authorization shall always be: (a) strictly conditional on the receipt, by {Insert Subsidiary Name}, of an affidavit, duly signed by such other person or Representative, certifying compliance by such other party with Section 3 of this Schedule; and (b) such other person's compliance with such other conditions as {Insert Subsidiary Name} may deem appropriate.

4. Failure to Comply.

4.1 Right to Termination. Notwithstanding anything contained in this Agreement, {Insert Subsidiary Name} may in its sole discretion, and in addition to any other remedies it may have under law or this Agreement, terminate this Agreement and the rights and licenses hereunder immediately with or without notice if Representative does not comply or is otherwise in breach of any provision of Section 3 of this Schedule and/or of the Hillenbrand, Inc. Global Anti-Corruption Policy at (available at: <http://ir.hillenbrand.com/investor-relations/corporate-governance/ethics-and-compliance/default.aspx>), and {Insert Subsidiary Name} shall have no further obligations, financial or otherwise to Representative. Further, notwithstanding anything contained in this Agreement, Representative shall forfeit all accrued but unpaid compensation and shall refund paid compensation if, in {Insert Subsidiary Name}'s reasonable judgment, {Insert Subsidiary Name} believes that any applicable law, rule, regulation, or administrative requirement makes the payment of this compensation improper or prohibited; if payments by {Insert Subsidiary Name} to the Representative may, {Insert Subsidiary Name}'s reasonable judgment, result in liability to {Insert Subsidiary Name} under any applicable law, rule, regulation, or administrative requirement; or if the Representative, in {Insert Subsidiary Name}'s reasonable judgment, breaches any representation, warranty, or covenant under Section 3 of this Schedule.

4.2 Right to Withhold Payments. In the event that {Insert Subsidiary Name} has reason to believe that a breach of any of the representations, warranties and covenants hereunder has occurred or may occur, {Insert Subsidiary Name} may withhold any payments otherwise due and payable under this Agreement until it receives confirmation to its satisfaction that no breach has occurred or will occur. {Insert Subsidiary Name} shall not be liable to Representative for any claims, losses or damages whatsoever related to its decision to withhold payment under this Section 4.2.

5. Audit Rights. During the term of this Agreement and for a period of two (2) years thereafter, Representative shall permit {Insert Subsidiary Name}'s duly authorized representatives to inspect and take copies of books and records, including but not limited to payment records, and make its employees, officers, and directors available for meetings with {Insert Subsidiary Name} or its representatives upon reasonable notice and to the extent determined by {Insert Subsidiary Name}, as its sole discretion, as necessary to verify Representative's compliance with this Agreement.

ATTACHMENT 1

Cuba

Iran

Syria

Sudan

Burma (Myanmar)

North Korea

Any entity or individual identified on a restricted parties list maintained by the Departments of Commerce, State, and Treasury of the United States and any other entity 50% or more owned by any listed entity or individual. The U.S. restricted parties lists are described at: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>.