

Notice to be added to non-English versions:

Please Note: Contract language is English, translations into other languages are not legally binding and for convenience purposes only. The English version of these General Purchasing Terms and Conditions can be found at http://www.raytheon.com/businesses/stellent/groups/rps/documents/asset/cms04_022911.pdf

**Raytheon Professional Services
General Purchasing Terms and Conditions**

1 Contract:

a) Definitions:

“Customer” means the respective company of the Raytheon Company group purchasing the goods and/or services provided by the Supplier and as stated on the Purchase Order issued to the Supplier.

“General Purchasing Terms and Conditions” means these general purchasing terms and conditions and apply to all Purchase Orders issued by the Customer.

“Purchase Order” means an order issued by the Customer to the Supplier to provide goods and/or services to the Customer and which is subject to these General Purchasing Terms and Conditions.

b) The Purchase Order by Customer together with all written instructions, documents, specifications and drawings expressly referred therein and these general purchasing terms and conditions shall constitute the entire agreement between Customer and Supplier (“Contract”). These General Purchasing Terms and Conditions apply exclusively for all current and future business relationships. Customer does not recognise inconsistent terms or conditions of Supplier or terms and conditions of Supplier which are in addition to or deviate from these General Purchasing Terms and Conditions unless Customer has expressly agreed to their applicability in writing. These General Purchasing Terms and Conditions apply also where (i) there is no other binding written agreement with Customer in relation to the shipment of goods or performance of works or services or (ii) Customer accepts and pays for goods and services of Supplier despite the fact that Customer is aware of inconsistent, additional and/or deviating terms and conditions of Supplier.

c) Agreement by Supplier to furnish the goods or services ordered in the Contract or its commencement of such performance or acceptance of payment shall constitute acceptance by Supplier of the Contract.

d) Purchase Orders, agreements and amendments are only binding when they are issued in writing or confirmed in writing by an authorized representative of Customer’s Contracts & Supply Chain department. Instructions, advice, approvals given by Customer’s operational or technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Customer’s and Supplier’s rights and obligations hereunder unless expressly confirmed in writing signed by an authorized representative of Customer’s Contracts & Supply Chain Department in the form of a formal amendment to the Contract.

e) Supplier shall treat the Contract as confidential and not publicize nor make any press release relating to this Contract or the cooperation with the Customer. Supplier may only use Customer as a business reference with third parties with Customer’s written confirmation.

2 Delivery:

Supplier agrees to maintain exactly the quantities and delivery dates specified in the Contract or in Customer’s shipment schedule. Services performed or goods delivered above the quantities specified will not be accepted. Where partial deliveries are scheduled, Customer will accept only the quantities expressly specified in said shipment schedule. If express shipment is required for deliveries due to fault on the part of the Supplier, Supplier shall bear any additional costs thereby incurred. Any interruption in operations and incidents of force majeure shall be reported immediately, at the latest within 48 hours of becoming aware of force majeure event, to the other party in writing to the extent that it is evident that there are material implications in relation to the discharge of contractual obligations.

3 Changes:

Customer shall have the right to direct changes or cause Supplier to make changes to the goods or services or to otherwise change the scope of the work or to suspend work covered by this Contract at any time. Upon Supplier providing Customer with details of any change in the schedule or impact on the cost of performance of the Contract within seven (7) days or a reasonable period accepted by Customer of receipt of the notification of the changes together with specification of the amount claimed and supporting cost figures, the parties will negotiate an equitable adjustment promptly. Supplier is not entitled to claim for an adjustment under this Section 3 after the aforementioned notice period of seven (7) days or the agreed notice period has expired.

4 Schedule:

a) Time is of the essence. The scheduled dates and the periods of time set forth in the Contract or agreed with the Customer project manager are binding. The date of the receipt of the goods at the agreed place of delivery or the completion of an agreed project milestone or the date of the delivery of service(s) as specified in the Contract is determinative as to whether the delivery date has been met.

Supplier shall inform Customer without delay of any or any potential delay in the delivery date, even if Supplier is not responsible for such delay. The obligation to meet the agreed delivery dates remains unaffected.

b) In case Supplier is responsible for the delay Customer may enforce a penalty to supplier of 0.5% of the value of the work or service in delay for each day of the delay for a period of max. 30 days. In addition Customer may enforce any of its statutory or contractual rights and remedies. Supplier may only rely on Customer's failure to provide agreed documentation, software or other items when Supplier provides Customer with a written reminder and does not receive such items within a reasonable period following the written reminder to Customer.

5 Right to Audit:

a) After written notification and with a notice period of at least 48 hours and during usual business hours Customer or Customer's client, at its expense, has the right to enter onto Supplier's premises to review and/or audit the appropriate records, including the administrative procedures of Supplier, to substantiate the charges invoiced under the Contract and to audit the conformity with the quality standards in accordance with Contract.

b) Supplier shall preserve all pertinent documents for the purpose of auditing charges invoiced by Supplier for a period of two (2) years after final payment or such longer period as Customer specifies in the Contract. Supplier further agrees to cooperate fully with Customer with all reasonable requests of Customer during review(s) or audit(s) and agrees that such audit may be used as a basis for settlement of disputes which might arise regarding payments under this Contract. Supplier shall not deduce any liability obligations on the part of Customer or a waiver of liability by Customer from the audit.

c) Where Supplier utilizes the services of third parties, Supplier must include in its contracts with such third parties a "right to audit" clause with terms and conditions similar to those set out in this Section 5.

6 Quality:

a) Supplier shall ensure that the goods and/or services are: (i) fit and sufficient for the intended purpose, merchantable and free from defects in material, workmanship and design; (ii) comply with all agreed specifications and descriptions; and (iii) comply with all laws, regulations and directives such as the standards for technical security, occupational health and safety, environmental protection and fire prevention.

b) Supplier shall run and maintain an effective quality assurance programme and provide evidence of same on demand. Supplier will ensure that the quality of the goods and services provided to Customer are always at the latest state of the art in science and technology and will inform Customer of any possibilities for improvement and/or technical changes.

c) Services will be performed by competent personnel and will be of professional quality, consistent with generally accepted industry standards for the performance of such services. Supplier will ensure that it has all necessary resources to provide the services specified in the Contract, including, without limitation, properly trained and licensed personnel, machinery, equipment and materials.

d) Insofar as any non-conforming goods or services are rejected in part or in total Supplier must at its expense either return the non-conforming goods or store them at its premises for a maximum period of sixty days at its own risk until Supplier receives directions from Customer in relation to their disposal; after this period of time has transpired Customer may rectify any defective goods. Customer may charge Supplier for any expenses in rectifying the defective goods or services. Any payment of the goods or services by Customer shall not be considered as acceptance of the delivery.

e) Supplier shall compensate Customer for all claims, costs and expenses in connection with any goods or services which are not in accordance with the Contract.

7 Liability for Defects:

a) The acceptance of the goods and/or services is subject to the conducting of an inspection of the goods and/or services being free from defects, in particular the correctness, completeness and fitness for intended purpose. All material and workmanship provided under the Contract shall be subject to inspection and test at all reasonable times and places by Customer in accordance with usual business processes; any discovered defects will be notified without delay following their discovery. In this respect Supplier waives any right to object to the late notification of defects.

b) Customer is entitled to its statutory rights and remedies in relation to defects without limitation; in each case Customer is entitled, at its option, to demand repair, replacement with a new item or service or the making of a new work product.

c) Supplier is responsible for all costs which result due to goods and/or services being rejected in total or in part.

d) Customer is entitled to repair, rework, replace the defective goods and services itself or through a third party, where Supplier does not rectify defect following Customer's first notification to Supplier requesting rectification of the defect within a reasonable period or where there is danger of delay or where there is a special case of urgency. Supplier's liability in relation to any non-conforming goods or services remains.

e) Any right to claim for liability for defects has to be made within six (6) months after the notification of the defect, however, at the earliest within the liability period for defects.

f) The period of liability for defects shall be in accordance with the German Civil Code (Bürgerliches Gesetzbuch) following acceptance.

8 Acceptance:

- a) In case Supplier is obliged to provide work product, the result of acceptance of the work product is to be recorded. In the event the use, application or the operation of the work product of Supplier is required for testing purposes, acceptance thereof follows successful completion of the tests. Use or operation of the work product for the purposes of testing does not qualify as acceptance.
- b) Payment by Customer does not mean that the delivered goods or services have been accepted.

9 Ownership

- a) Subject to Section 9 b) and upon delivery to Customer by Supplier of any written work product and/or other materials ("Work Product"), exclusive ownership of the Work Product shall pass to the Customer. It is also agreed that all right, title and interest that the Supplier may have in and to any patentable invention, copyrightable material, know-how, trade secrets, or any related material or information in the Work Product or which arise out of the performance of this Contract shall pass to Customer. Supplier agrees to execute all documents requested by the Customer necessary to protect the Customer's right, title and interest. Where the Work Product comprises any computer program or software Supplier hereby agrees to deliver all source code and object code in relation thereto and any relevant documentation to Customer.
- b) In the event Supplier uses, attaches, embodies or combines any items independently developed, authored, conceived or reduced to practice by Supplier prior to the date of this Contract such as but not limited to patentable inventions, mask works, copyrightable material, know-how and trade secrets or any other intellectual property of Supplier ("Pre-existing Materials") in the Work Product, Supplier is obliged to inform Customer thereof and Supplier hereby grants Customer and/or its respective client at no additional cost an irrevocable unlimited, worldwide, perpetual, non-exclusive, royalty-free and transferable license to the Pre-existing Materials which includes but is not limited to the right to reproduce, copy, modify, amend, adapt, translate, prepare derivative works, further develop, transform, display, distribute, disseminate, publish, rent, lease, broadcast and sublicense the Pre-existing Materials.
- c) In case Supplier uses third party materials to fulfil its obligations under the Contract Supplier shall inform Customer accordingly and obtain for Customer, at no additional cost, an unlimited irrevocable, worldwide, royalty free and transferable license to use such third party materials which includes but is not limited to the right to reproduce, copy, modify, amend, adapt, translate, prepare derivative works, further develop, transform, display, distribute, disseminate, publish, rent, lease, broadcast and sublicense the third party materials.
- d) Supplier represents and warrants that it has all necessary rights and title to grant Customer the rights to the Work Product including Pre-existing Materials and third party materials as set forth above, without violating or infringing upon any third party's intellectual property or proprietary rights. The Supplier shall obtain all necessary employee or third party agreements to ensure it has such rights, including, without limitation, any moral rights to the extent permitted by law.
- e) All drawings, tools, jigs, dies, fixtures, materials and other items supplied or paid for by Customer or Customer's client shall be and remain the property of Customer or, as applicable, Customer's client ("Customer Property").
- f) Insofar as Customer Property is in the possession of Supplier, Supplier has no right of retention in relation thereto. Immediately upon request of Customer, Supplier shall return all Customer Property and any copies thereof to Customer, and shall cause its employees and subcontractors to return all Customer Property and any copies thereof. Customer has the right to enter the premises of Supplier at all reasonable times to take possession of the said property if Supplier fails to return such property to Customer within two days of Customer's request. Upon the expiration of the Contract Supplier shall return Customer Property to Customer without being requested to do so and without delay.
- g) Supplier may use Customer Property solely for the purpose of performing the contractually agreed goods or services on behalf of Customer; Supplier may provide Customer Property only to its employees who require such materials and to persons authorized by Customer to participate in the furnishing of the goods or services under this Contract. Supplier shall protect Customer Property furnished by Customer to Supplier, and shall cause its employees and subcontractors to protect the Customer Property, against use or accidental disclosure to unauthorized persons by applying the same protective measures Supplier customarily applies to its own material, but no less than reasonable care.
- h) Supplier shall also have the obligation to maintain any and all Customer Property furnished by Customer to Supplier and shall be responsible for all loss or damage to said Customer Property except for normal wear and tear.
- i) In the performance of this Contract Supplier undertakes not to combine or commingle his materials with Customer Property. In the event of a combination or commingling of Customer and Supplier materials ownership of all the materials passes to Customer without any liability arising for compensation to Supplier.

10 Confidentiality:

- a) Supplier undertakes to treat as secret and confidential all work results data, information, materials, documents, calculations, know-how, any information relating to Customer's or Customer's clients technology, technical processes, or training methodologies and all other information provided to Supplier by Customer or Customer's client in the performance of the work under the Contract ("Customer and Customer Information").
- b) Supplier shall ensure that similar confidentiality restrictions are imposed on its employees and third parties who are engaged by Supplier in the performance of the Contract. Supplier shall in addition ensure that all measures are taken to prevent third parties from also accessing Customer and Customer Information.
- c) The confidentiality obligations do not apply when it can be shown that the Customer and Customer Information (i) is publicly known; or (ii) becomes publicly available other than through the fault or negligence of Supplier; or (iii) when it is lawfully obtained without restriction by Supplier from a third party.
- d) The above provisions shall remain in force five years after the expiration or termination of the Contract.
- e) Supplier shall not publish, distribute or use any information developed under or about the existence of the Contract, or use Customer's or Customer's clients name, logo, trademark, or trade name for the purpose of advertising, making a news release, creating a business reference, creating a website content or for products or service endorsement without prior written approval of Customer.

11 Indemnification:

- a) Supplier shall without limitation indemnify and hold harmless Customer, its officers, employees, clients, agents, and invitees from and against all claims, judgments, liabilities, losses, injuries, and damages of every nature (including resulting costs and incidental costs and expenses) caused by the acts or omissions to act by Supplier, its officers, employees, agents, invitees or subcontractors, directly or indirectly arising out of or in connection with the performance of the Contract
- b) Supplier agrees that it is at its own risk and that its employees shall work at Supplier's risk except as to damage or injuries caused solely and directly by the gross negligence or wilful misconduct of Customer's agents or employees.
- c) Supplier guarantees that Supplier will not introduce any hidden files, any automatically replicating, transmitting or activating computer program or any virus (hereinafter referred to as "Malicious Software") into Customer's or Customer's clients equipment, database(s) or network(s). In the event that Supplier does introduce Malicious Software, Supplier will use reasonable efforts to assist Customer or Customer's client to immediately remove such Malicious Software from all infected equipment, database(s) and network(s) and all damages.

12 Insurances:

Supplier is required to be adequately insured with a reputable insurance company against the consequences of any act or default of the Supplier's employees during performance of this Contract. Customer shall have the right to require certification by Supplier of workers compensation or employee and general liability insurance.

13 Infringement:

- a) Supplier guarantees that the sale or use of the goods or services provided by Supplier under this Contract will not infringe in any part of the world any patent, registered design, industrial design, trade name or trade mark, copyright or any other intellectual property right of a third party. Supplier shall indemnify, defend, protect and hold Customer, its successors, assigns, clients and the purchasers or users of its products who use its services or goods harmless against any and all suits at law or equity and from any and all expenses, liability, loss, damages, claims and demands for actual or alleged infringement of any patent, registered design, industrial design, trade name or trade mark, copyright or other intellectual property right.
- b) The above provision does not apply in relation to any patent, registered design, industrial design, trade name or trade mark, copyright or any other intellectual property right that Customer provides to Supplier in order to perform the services or provide the goods under the Contract where Supplier uses the patent, registered design, industrial design, trade name or trade mark, copyright or any other intellectual property right without changing them.

14 Invoices and Payment:

- a) Invoices are to be directed to Customer's Accounts Payable Department with a clear and visible reference to the respective Purchase Order number as well as any necessary additional supporting documentation in original form. Invoices have to be submitted to Customer by the end of the year of the delivery and for deliveries in December by the end of the following month.
- b) Invoices which are issued incorrectly are incomplete and/or which do not have the necessary and complete additional supporting documents may be rejected by Customer. Delays due to incorrectly addressed, incorrect or incomplete invoices are the fault of Supplier.
- c) The payment of invoices which are received by Customer's Accounts Payable Department in Rüsselsheim by the 5th day of a month will be paid on the fifth day of the second month following the month of invoice receipt, insofar as the services have been performed or goods have been delivered by the time of receipt of the invoice.
- d) In case of the acceptance of early deliveries invoices are due after the date of the agreed scheduled delivery.

- e) Insofar as the payment of invoices takes place within three weeks of receipt of invoice, Supplier agrees to grant a discount of 3% of the invoiced amount.
- f) Any payments by Customer do not constitute recognition of the invoice or the waiver of any claims arising from delays or defects.

15 Termination:

- a) Customer may, at its option, terminate in writing at any time all or any part of the Contract by giving notice of ten (10) days to Supplier. In case the reason for termination is not caused by Supplier Customer agrees to pay Supplier the following amounts without duplication (i) the contractually agreed price for all goods or services that have been completed in accordance with the Contract and not previously paid for; and (ii) the reimbursement of the actual costs of work in process which Supplier has expended in order to furnish the goods or services under the Contract immediately prior to the stopping of work to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the termination portion of the Contract. The termination of part of this Contract does not affect Supplier's obligation to deliver the remaining goods or services which were agreed and not terminated.
- b) The Supplier is obliged to mitigate its losses and Supplier must deduct any expenses it has saved. Payments made under this Section together with payments already made for goods and/or services provided shall not exceed the total amount payable by Customer as stated on the Purchase Order. Supplier shall submit a comprehensive termination claim to Customer with sufficient supporting data to permit Customer's audit within thirty days of the effective date of termination.
- c) As long as Customer gives a cancellation notice of more than 10 days, it will not be obliged to reimburse any costs as referenced under Section 15 a (ii) above.
- d) All rights in relation to and arising out of a termination for default remain unaffected by the above.
- e) A reason for termination for default includes but is not limited to the case where Supplier discontinues with his payment obligations or becomes insolvent or insolvency proceedings over its assets are filed or opened.
- f) Customer acquires ownership of all goods and services furnished in part which have been compensated for in accordance with the Contract.

16 Force Majeure:

- a) Any delay or failure of either party to perform its obligations hereunder shall be excused if such party is unable to sell or deliver, or to accept delivery, buy or use, the services covered by the Contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars (declared or undeclared), insurrection, terrorism, epidemics, quarantines, embargoes, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party without delay or at the latest within forty-eight hours of knowledge of the force majeure event.
- b) During this period of such delay or failure to perform by Supplier, Customer at its option may purchase goods and services from other sources and reduce its schedules to Supplier by such quantities without liability to Supplier or have Supplier provide the goods and services from other sources in quantities and at times requested by Customer, and at the price set forth in the Contract.
- c) In addition Supplier at its expense shall take such actions as are necessary to ensure the supply of goods and services to Customer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Supplier's labour contracts. If requested by Customer, Supplier shall within 10 days provide adequate assurances that the delay shall not exceed 30 days. If the delay last more than 30 days or Supplier does not provide adequate assurance that the delay will cease within 30 days Customer may immediately terminate the Contract in whole or in part without liability.
- d) In case of termination, Customer shall only pay for services which have been completed and delivered and have not been paid for prior to the termination. Customer can rely on the above provisions if a force majeure event occurs in relation to Customer's contractual relationship with its client.

17 Representation:

Supplier is not authorized to act as Customer's representative in relation to third parties. Insofar as Customer's client contacts Supplier directly in connection with the performance of the Contract, Supplier will inform Customer without delay about the details of the contact and forward Customer all correspondence in relation thereto for its attention.

18 Assignment, Set-Off:

- a) The assignment of rights and obligations arising from the contractual relationship requires the prior written approval of Customer. Supplier hereby agrees that Customer is entitled to assign the Contract in total or in part to its client or to an affiliate of Customer.
- b) Customer is entitled to set-off any claims it or Customer affiliate has against Supplier or Supplier affiliate against any claims Supplier or Supplier affiliate has against Customer or Customer affiliate. Supplier is entitled to do the same.
- c) Affiliate companies are legally independent entities where one company is a major shareholder of the other company, where the companies are commercially dependent and controlling companies, companies belonging to the same group of companies, companies which have mutual holdings in each other or parties of an affiliation agreement.

19 Subcontracting:

Supplier requires Customer's prior approval in writing in the event Supplier wishes to use subcontractors to furnish the goods or services.

20 Data Protection:

Supplier undertakes to comply with all applicable data protection law, in particular EC Directive 95/46 EC of the European Parliament and any data protection policy of Customer or Customer's respective client. Supplier shall indemnify and hold Customer harmless against any and all damages, liabilities, fines, penalties, costs, claims, demands and expenses (including costs of defense, settlement and reasonable attorney's fees) arising out or in connection with non-compliance. If requested, Supplier shall make a declaration in accordance with §§ 5, 9, 11 German Data Protection Act ("Bundesdatenschutzgesetz") or in accordance with any other applicable local data protection legislation.

21 Client Introduction:

- a) If the Supplier is being instructed by Customer's client(s), directly or indirectly, to render the contractual, similar or related services, the Supplier shall pay to Customer an introduction fee in the amount of 20 % of the net revenue achieved by the Supplier during the Contract and a period of 12 months after termination of the Contract ("Introduction Fee Period"). The net revenue is the invoice amount excluding VAT or similar taxes. The introduction fee is remuneration to Customer for introducing the Supplier to the Customer's client(s). The introduction fee shall be payable for any revenue agreed between the Supplier and the Customer's client(s) for such services during the Introduction Fee Period, even if the services are provided at a later time or the payment of the Customer's client(s) is not yet due. The introduction fee shall be due for payment upon receipt of the Customer's client's payment by the Supplier or upon provision of the agreed services, whichever is first.
- b) The Supplier shall not be liable to pay an introduction fee if and to the extent the Supplier can prove that it has material contacts to the Customer's client(s) which are independent from the Contract and the contractual services.
- c) During the Introduction Fee Period the Supplier shall inform Customer without undue delay in writing of any contacts with Customer client(s) which are not related to the performance of the Contract, in particular if the Supplier is asked by a Customer client to provide the contractual and related services directly.

22 Electronic Transmissions:

Supplier shall, at Customer's request and Supplier's expense, send and receive business transactions by electronic means using web-based technologies. Such electronic transmissions may include, but not be limited to, transmission by or through: (a) email; (b) the internet directly between Customer and Supplier; (c) electronic marketplace or portal ("EXOSTAR"); and (d) Customer's current and future electronic data interchange ("EDI") systems. All transactions executed by electronic transmissions shall be governed by the terms contained in Customer's transmissions, except that standard terms and conditions which may be a part of EXOSTAR or Customer's EDI system shall be supplemented by, and superseded to the extent inconsistent with, these General Purchasing Terms and Conditions. A transmission shall be deemed signed if it contains the name of the individual authorizing the transaction and is otherwise in accord with authentication and other provisions of EXOSTAR or Customer's EDI system.

23 Miscellaneous

a) Written Agreement:

Any amendments to the Contract require the written agreement of both parties. This also applies in relation to an amendment of this provision.

b) Compliance with Law:

Supplier and its employees, agents and/or subcontractors shall comply with all applicable laws, ordinances, codes and regulations. Supplier hereby indemnifies and agrees to hold Customer harmless from and against all liabilities and penalties imposed for failure to do so.

c) Place of Performance:

Place of performance for the furnishing of goods or delivery of services is the location where the services are delivered. Place of performance for the payment is the site of Customer's premises.

d) Severability:

If any provision of the Contract or application thereof is found invalid, illegal or unenforceable by law, the remainder of the Contract will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

e) Jurisdiction:

The place of jurisdiction is the German court in Frankfurt am Main. Customer may however bring proceedings against Supplier at Supplier's general place of jurisdiction.

f) Applicable Law:

The Contract shall be governed and construed solely in accordance with German law, excluding its conflict of law provisions and excluding the 1980 U.N. Convention on Contracts for the International Sales of Goods.

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g) Survivability:

Supplier's obligations, including but not limited to the following obligations under provisions of these General Purchasing Terms and Conditions shall survive termination, expiration, or completion of the Contract: Quality (Section 6), Liability for Defects (Section 7), Ownership (Section 8), Indemnification (Section 11), Insurance (Section 12), Infringement (Section 13), Termination (Section 15), Compliance with Law (Section 23 b)).