

AMERICAN INTERNATIONAL GROUP, INC.

THIRD PARTY CODE OF CONDUCT

Introduction

American International Group, Inc., along with its subsidiaries and affiliates (collectively “AIG”), is committed to conducting its business in accordance with the highest ethical standards and in full compliance with all applicable laws and regulations in the United States and in other jurisdictions in which AIG operates or does business. As part of that commitment, AIG expects all companies and individuals with whom it does business to do the same. AIG counts on each of its business partners including, but not limited to, suppliers, vendors, distributors, subcontractors, agents, consultants and third parties acting on AIG’s behalf (collectively “Third Parties”), to adhere to the same core values and principles as AIG. This Third Party Code of Conduct summarizes AIG’s expectations for all Third Parties engaged by AIG.

Scope

This Third Party Code of Conduct applies to all Third Parties engaged by AIG anywhere in the world. A copy of this Third Party Code of Conduct shall be provided to all Third Parties engaged by AIG at the time of the engagement or within a reasonable time thereafter.

Standards and Expectations

A. Legal and Regulatory Compliance: AIG expects Third Parties to conduct business in full compliance with all applicable laws and regulations. In addition to the obligations that Third Parties assume in contractual agreements with AIG, AIG expects all Third Parties to meet the obligations described below. To the extent more specific terms and conditions are contained in a contractual agreement, the more specific terms and conditions govern. AIG reserves the right to seek information and documentation from Third Parties to assess compliance with this Third Party Code of Conduct.

1. Economic Sanctions, Anti-boycott, Export Controls:

- Comply with all applicable U.S. and international economic sanctions laws and regulations.
- Never conduct business on AIG’s behalf with individuals, entities, organizations or countries that are the targets of U.S. economic sanctions laws and regulations or other applicable economic sanctions laws and regulations.
- Never participate in any boycott or restrictive trade practice, unless sanctioned by the U.S. Government.
- Comply with all applicable U.S. and international export control, re-export and import restrictions.

2. Antitrust and Competition Law:

- Comply with all applicable U.S. and international antitrust and competition laws and regulations.
- Compete lawfully in all markets in which the Third Party operates.
- Obtain sensitive data about AIG competitors only from lawful and appropriate sources.

- Never discuss with any competitor prices, bids, customer sales, bid rigging, market allocation, or other competitively sensitive information.

3. Anti-Money Laundering:

- Comply with all applicable U.S. and international laws and regulations pertaining to the detection, prevention, and reporting of potential money laundering and terrorist financing activities.

4. Anti-Corruption:

- Comply with all applicable U.S. and international anti-corruption laws, including the United States Foreign Corrupt Practices Act, and all other applicable laws that prohibit corruption, extortion, kickbacks, or bribery, including the U.K. Bribery Act 2010.
- Never pay bribes or provide other improper benefits to any person to obtain or retain business or secure a business advantage.
- Never promise, offer, or authorize the payment of money or anything else of value to a government official, including employees of government-owned or government-controlled entities in order to obtain or retain business or secure a business advantage.
- Maintain books and records that accurately reflect the true nature of transactions.

5. Data Privacy and Security:

- Comply with all applicable U.S. and international privacy and data protection laws and regulations, including laws and regulations regarding the cross-border transfer of personal information.
- Maintain appropriate procedures, safeguards and controls to secure and protect the confidentiality and integrity of all personal information received from, or processed on behalf of, AIG.

6. Insider Trading:

- Never transact in AIG securities or another company's securities (including companies unaffiliated with AIG) while in possession of material, non-public information relating to AIG or such other company obtained in the course of performing services for AIG.
- Never pass on ("tip") confidential or material non-public information to others or recommend to anyone the purchase or sale of the relevant securities if you are in receipt of material non-public information.

B. Confidential Information: AIG expects its Third Parties to keep all proprietary and sensitive information received from, or disclosed by, AIG as "Confidential" and to take precautions to safeguard such information. No disclosure of such Confidential Information is permitted except as required by law or with the express written consent of AIG, or in accordance with written agreements between Third Parties and AIG. Where more specific confidentiality terms are included in a Third Party agreement, the terms of the agreement govern.

C. Conflicts of Interest: AIG expects Third Parties to avoid actual or potential conflicts between their personal interests and the interests of AIG. Third Parties shall not knowingly deal directly with an AIG employee whose family member or relative, including spouse or domestic partner, has a financial interest in the Third Party.

D. Intellectual Property: AIG expects its Third Parties to protect the intellectual property of AIG and its business partners and suppliers (including other Third Parties), and to consult with AIG or the applicable IP owner in advance of using or disclosing AIG’s or another party’s intellectual property to other third parties without the express written consent of AIG or the applicable owner. AIG or the applicable owner shall remain the owner of such intellectual property and no rights or interests are transferred to Third Parties

E. Records Retention and Management: AIG expects Third Parties that create records that contain information relating to AIG operations and administration and/or are subject to legal and regulatory retention requirements (“AIG Records”) to retain such AIG Records in accordance with all applicable legal and regulatory retention requirements. When more specific records retention and management provisions are included in a Third Party Agreement, the terms of the agreement govern.

Failure to Comply

AIG will only do business with Third Parties that comply with all applicable U.S. and international laws. AIG may endeavor to terminate, without any liability to AIG, any pending purchase order or contract with any Third Party that does not comply with the standards set forth in this Third Party Code of Conduct.

Reporting Violations

AIG expects Third Parties to report any violations of this Third Party Code of Conduct to the AIG Global Compliance Group at: corporatelegalcompliance@aig.com. Third Parties can also report anonymously, if permitted by local law, through the AIG Compliance Help Line at 1-877-AIG-2210 or at www.aigcompliancehelpline.com.

Revisions and Approvals

Date	Version
January 2012	1.0