



U.S. Department of Justice

United States Attorney
Eastern District of Missouri

Criminal Division

MEREDITH L. REITER
Assistant United States Attorney

Thomas Eagleton U.S. Courthouse
111 S. 10th Street, Rm. 20.333
St. Louis, MO 63102

OFFICE: 314-539-2200
DIRECT: 314-539-6842
FAX: 314-539-2188

January 27, 2023

Richard E. Finneran
Reginald L. Harris
Bryan Cave Leighton Paisner LLP
St. Louis, MO USA

Re: Great Circle

Dear Counsel:

On the understandings specified below, the United States Attorney's Office for the Eastern District of Missouri, Criminal Division (the "Office"), will not criminally prosecute Great Circle (the "Company"), a corporation organized under the laws of Missouri and headquartered in Missouri, for any crimes (except for criminal tax violations, as to which the Office does not make any agreement) relating to any of the conduct described in the Statement of Facts attached hereto as Attachment A. The Office enters into this Non-Prosecution Agreement based on the individual facts and circumstances presented by this case and the Company. Among the facts considered were the following:

- a. that the Company, a nonprofit company, has previously been responsible for providing behavioral health services to a vulnerable population, specifically, minor children in the custody of the Missouri Department of Social Services, Children's Division with specialized needs, and a criminal conviction for the Company could jeopardize its ability to provide those services and thus cause hardship to innocent third-parties;
- b. the Company has no prior criminal history;
- c. the Company has consented to enter into a civil settlement agreement with the Office in connection with, *inter alia*, the conduct described in the Statement of Facts and to pay a civil settlement in the amount of \$1,866,000;

d. the Company's cooperation, including voluntarily making employees available for interviews, and collecting, analyzing, and organizing voluminous evidence and information for the Office;

e. by this Agreement, the Company is committing to implement a corporate compliance program as set forth in Attachment B to this Agreement; and

f. the Company has agreed to continue to cooperate with the Office in any ongoing investigation of the conduct of the Company's officers, directors, employees, agents, and consultants relating to the submission of fraudulent claims for reimbursement to healthcare benefit programs, healthcare fraud and conspiracy.

The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, employees and agents as set forth in the Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. The Company also admits, accepts, and acknowledges that the facts described in Attachment A are sufficient to establish a violation of law, specifically 18 U.S.C. § 1035, which makes it a crime to knowingly and willfully make any materially false statement or conceal any material fact in connection with the delivery of or payment for health care benefits, and which allows corporate knowledge to be established based upon the collective knowledge of a corporation's agents. 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 described in the Statement of Facts attached hereto as Attachment A. The Company agrees that if it, or any of its direct or indirect agents or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Office 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 Office and the Company; and (b) whether the Office has any objection to the release.

The Company's obligations under this Agreement shall have a term ("the Term") of three (3) years from the date on which the Agreement is fully executed or until the Company's filing of articles of termination with the Missouri Secretary of State, whichever is earlier. The Company shall provide notice to the Office at least thirty days prior to undertaking any sale, merger, transfer, or other change in corporate form.

The Company shall cooperate fully with the Office in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct related to the submission of false claims for reimbursement submitted to healthcare benefit programs, healthcare fraud, and conspiracy, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the Term specified herein. At the request of the Office, the Company shall also cooperate fully with other domestic regulatory authorities and agencies and federal, state and local law enforcement agencies in any investigation of the Company, its affiliates, 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 conduct

described in this Agreement and Attachment A and other conduct related to the submission of false claims for reimbursement submitted to health care benefit programs, healthcare fraud, and conspiracy during that same Term. 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 affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge about which the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Office, upon request, any document, record or other tangible evidence about which the Office may inquire of the Company, except as provided herein.

b. Upon request of the Office, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Office 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 Office, 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 matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Office 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, of such materials as the Office, in its sole discretion, shall deem appropriate.

In addition, during the Term of the Agreement, should the Company learn of credible evidence or allegations of a violation of U.S. federal law, the Company shall promptly report such evidence or allegations to the Office. 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 Office 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 will implement a compliance and ethics program designed to prevent and detect violations of federal fraud and related statutes, including but not limited to 18 U.S.C. §§ 1035, 1347, 1349, and/or 371, throughout its operations, including those of its

affiliates, agents, and joint ventures, including but not limited to, the requirements set forth in Attachment B.

The Office agrees, except as provided herein, that it will not bring any criminal or civil case against the Company relating to any of the conduct described in the Statement of Facts, attached hereto as Attachment A. The Office, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement under 18 U.S.C. § 1001; and (c) in a prosecution or other proceeding relating to any crime of violence. This Agreement does not provide any protection against prosecution for any future conduct by the Company after the date of the execution of this Agreement. In addition, this Agreement does not provide any protection against prosecution of any present or former officer, director, employee, shareholder, 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 program as set forth in Attachment B; or (e) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Office becomes aware of such a breach after the Term of the Agreement is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Office has knowledge, including, but not limited to, the conduct described in the attached Statement of Facts, which may be pursued by the Office in the U.S. District Court for the Eastern District of Missouri or any other appropriate venue.

Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company in the event of a breach of this Agreement shall be in the Office's discretion. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement 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 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 the Agreement plus one year. In addition, the Company agrees that the statute of limitations as to any violation of 18 U.S.C. §§ 1035, 1347, 1349, and/or 371 that occurs during the Term will be tolled from the date upon which the violation occurs until the date upon which the Office is made aware of the violation.

In the event the Office determines that the Company has breached this Agreement, the Office 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 Office 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 Office shall consider prior to determining whether to pursue prosecution of the Company.

In the event that the Company breaches this Agreement: (a) all statements made by or on behalf of the Company to the Office or to a court, including the attached Statement of Facts, 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 Office 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 current director, officer 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 discretion of the Office.

Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that if the event occurs that, during the Term of the Agreement, it undertakes any change in corporate form, but despite the change in corporate form, the Company continues to submit claims for reimbursement to any healthcare benefit program, then the Company shall include in any contract for 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.

This Agreement is binding on the Company and the Office but specifically does not bind any other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Office 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.

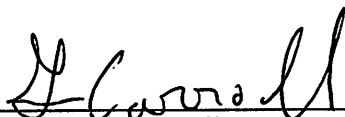
It is further understood that the Company and the Office may disclose this Agreement to the public.

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

Sincerely,

TIFFANY G. BECKER
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515
United States Attorney
Eastern District of Missouri

Date: 2/24/23


BY: 
Gwendolyn E. Carroll
Chief, White Collar Unit

Date: 2/24/2023

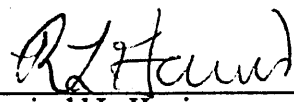
BY: 
Meredith L. Reiter
Assistant United States Attorney

AGREED AND CONSENTED TO:

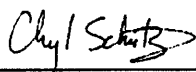
Date: 2/23/2023

BY: 
Richard E. Finneran
Counsel for Great Circle

Date: 2/23/2023

BY: 
Reginald L. Harris
Counsel for Great Circle

Date: 1/30/2023

BY: 
Cheryl A. Schuetze
Chief Legal Officer and Authorized
Representative of Great Circle

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the “Agreement”) between the Office of the United States Attorney’s Office for the Eastern District of Missouri and Great Circle. Great Circle hereby agrees and stipulates that the following information is true and accurate. Great Circle admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below.

Great Circle

1. Great Circle is a non-profit corporation headquartered in Webster Groves, Missouri. Great Circle provides behavioral health services and operates residential treatment facilities for children and youth, including but not limited to foster children in the custody of the Missouri Department of Social Services, Children’s Division (“Children’s Division”). Great Circle has multiple locations throughout the State of Missouri, including but not limited to locations in Webster Groves, Missouri and St. James, Missouri.

2. Between January 1, 2017 and December 31, 2021 (the “relevant period”), Great Circle submitted claims to and was reimbursed by the Missouri Department of Social Services (“Missouri DSS”) for providing residential treatment services to children in the custody of the Children’s Division. Missouri DSS paid Great Circle for these services with federal funds, including funds from the United States Department of Health and Human Services, Administration for Children and Families (“HHS-ACF”) and funds from Missouri’s Medicaid program.

Residential Treatment Services

3. The Children’s Division oversees and licenses residential treatment facilities in the State

of Missouri. Great Circle was licensed to provide “intensive residential treatment” services to children, which regulations define as providing a “highly structured and secure environment designed to: (a) prevent emotionally disturbed youth from runaway behavior; (b) address the likelihood of rage and physical aggression by the residents; and (c) minimize the likelihood of youth injuring themselves or others.” Intensive residential treatment is also known as a “Level IV” service. Licensing regulations set forth particular staff to child supervision ratios required for a Level IV service. 13 CSR 35-80.010(3)(B)(1).

4. For children needing care in excess of Level IV services, residential treatment providers were permitted to request authorization from the Children’s Division to provide those children with “Above Level IV” services (an “Above Level IV Request”). Residential treatment providers, including Great Circle, made separate Above Level IV Requests for each child needing Above Level IV services. Great Circle sought authorization in Above Level IV Requests to provide certain increased ratios of supervision (e.g., 1:1 or 1:2 during waking hours), along with other enhanced services, such as Applied Behavioral Analysis (“ABA”) services, in exchange for a higher rate of reimbursement (an “Above Level IV Rate”). Once approved, Great Circle entered into a contract with the Children’s Division to provide the services listed in each child’s Above Level IV Request for the time period listed therein (an “Above Level IV Contract”).

5. Between January 1, 2017 and December 31, 2021, Great Circle submitted monthly claims to Missouri DSS for reimbursement for children authorized to receive Above Level IV services, most of which were submitted online through the Children’s Division’s “FACES” portal, in which an employee of Great Circle marked a “1” in a box for each day of the month that the Above Level IV service was provided. The Above Level IV services are billed at an “Above Level IV Rate.” Between January 1, 2017 and December 31, 2021, the Children’s Division paid Great Circle

approximately \$19.2 million in reimbursements for Above Level IV services to residents at the Webster Groves and St. James campuses. As Great Circle was aware, it was prohibited from knowingly submitting claims for reimbursement for services it had not rendered.

False Claims for Payment for Above Level IV Services

6. Between 2019 and 2020, Great Circle submitted claims to Missouri DSS for payment for six residents for Above Level IV services as described in the below paragraphs, which claims were false in that, as indicated by other records of Great Circle, not all of those services had been provided as required by those residents' Above Level IV Contracts.

a. On May 7, 2020, Great Circle placed a "1" in the box on the FACES invoice to request reimbursement in the amount of \$355.32 for the staffing component of Resident 1's Above Level IV Rate on April 9, 2020. In doing so, Great Circle claimed payment for providing a 1:1 ratio of supervision to Resident 1 as agreed in Resident 1's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 1:1 ratio of supervision to Resident 1 for the entirety of that day.

b. On May 7, 2020, Great Circle placed a "1" in the box on the FACES invoice to request reimbursement in the amount of \$355.32 for the staffing component of Resident 1's Above Level IV Rate on April 17, 2020. In doing so, Great Circle claimed payment for providing a 1:1 ratio of supervision to Resident 1 as agreed in Resident 1's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 1:1 ratio of supervision to Resident 1 for the entirety of that day.

c. On November 12, 2019, Great Circle placed a "1" in the box on its invoice to request reimbursement in the amount of \$406.08 for the staffing component of Resident 2's Above Level IV Rate on October 8, 2019. In doing so, Great Circle claimed payment for providing a 2:1

ratio of supervision to Resident 2 as agreed in Resident 2's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 2:1 ratio of supervision to Resident 2 for the entirety of that day.

d. On November 12, 2019, Great Circle placed a "1" in the box on its invoice to request reimbursement in the amount of \$406.08 for the staffing component of Resident 2's Above Level IV Rate on October 14, 2019. In doing so, Great Circle claimed payment for providing a 2:1 ratio of supervision to Resident 2 as agreed in Resident 2's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 2:1 ratio of supervision to Resident 2 for the entirety of that day.

e. On February 13, 2020, Great Circle placed a "1" in the box on the FACES portal to request reimbursement in the amount of \$710.64 for the staffing component of Resident 3's Above Level IV Rate on January 6, 2020. In doing so, Great Circle claimed payment for providing a 2:1 ratio of supervision to Resident 3 as agreed in Resident 3's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 2:1 ratio of supervision to Resident 3 for the entirety of that day.

f. On April 9, 2020, Great Circle placed a "1" in the box on the FACES portal to request reimbursement in the amount of \$710.64 for the staffing component of Resident 3's Above Level IV Rate on March 10, 2020. In doing so, Great Circle claimed payment for providing a 2:1 ratio of supervision to Resident 3 as agreed in Resident 3's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 2:1 ratio of supervision to Resident 3 for the entirety of that day.

g. On September 14, 2020, Great Circle placed a "1" in the box on the FACES portal to request reimbursement in the amount of \$355.32 for the staffing component of Resident 3's

Above Level IV Rate on August 9, 2020. In doing so, Great Circle claimed payment for providing 1:1 ratio of supervision to Resident 3 as agreed in Resident 3's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 1:1 ratio of supervision to Resident 3 for the entirety of that day.

h. On October 13, 2020, Great Circle placed a "1" in the boxes on its invoice to request reimbursement in the amount of \$1,065.96 for the staffing component of Resident 4's Above Level IV Rate on September 14, 2020, September 28, 2020, and September 29, 2020. In doing so, Great Circle claimed payment for providing a 1:1 ratio of supervision to Resident 4 as agreed in Resident 4's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 1:1 ratio of supervision to Resident 4 for the entirety of those days.

i. On April 13, 2020, Great Circle placed a "1" in the box on the FACES portal to request reimbursement in the amount of \$355.32 for the staffing component of Resident 5's Above Level IV Rate on March 5, 2020. In doing so, Great Circle claimed payment for providing a 1:1 ratio of supervision to Resident 5 as agreed in Resident 5's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 1:1 ratio of supervision to Resident 5 for the entirety of that day.

j. On December 9, 2020, Great Circle placed a "1" in the boxes on the FACES portal to request reimbursement in the amount of \$711.04 for the staffing component of Resident 6's Above Level IV Rate on November 6, 2020 and November 9, 2020. In doing so, Great Circle claimed payment for providing a 1:1 ratio of supervision to Resident 6 as agreed in Resident 6's Above Level IV Contract, which claim was false in that Great Circle had not in fact provided a 1:1 ratio of supervision to Resident 6 for the entirety of those days.

ATTACHMENT B

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with federal fraud, false statements, and conspiracy statutes, including 18 U.S.C. § § 1035, 1347, 1349, and/or 371 (the "Relevant Laws"), Great Circle on behalf of itself and any subsidiaries ("Great Circle" or "the Company") agrees to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies and procedures.

Where necessary and appropriate, Great Circle agrees to adopt new or modify existing internal controls, compliance code, policies and procedures in order to ensure that it maintains a rigorous compliance program that includes policies and procedures designed to detect and deter violations of the Relevant Laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls and compliance program.

High-Level Commitment

1. Great Circle will ensure its officers, directors, and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the Relevant Laws and its compliance program.

Policies and Procedures

2. Great Circle will develop and promulgate a clearly articulated and visible corporate policy against violations of the Relevant Laws, which policy shall be memorialized in written additions to any existing compliance program.

3. Great Circle will develop and promulgate compliance policies and procedures

designed to reduce the prospect of violations of the Relevant Laws and the Company's compliance program, and Great Circle will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against the violation of the Relevant Laws by personnel at all levels of the Company. These policies and procedures shall apply to all directors, officers, and employees. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Company.

Periodic Risk-Based Review

4. Great Circle will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company.

5. Great Circle shall review its policies and procedures related to the Relevant Laws no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving industry standards.

Proper Oversight and Independence

6. Great Circle will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's compliance program. Such corporate official(s) shall have the authority and obligation to report directly to independent monitoring bodies, including the Company's Board of Directors and any other relevant executives responsible for internal audits, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

7. The Company will implement mechanisms designed to ensure that its compliance program, including policies related to the Relevant Laws, is effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners.

These mechanisms shall include: (a) periodic training for all directors and officers, employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

8. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's compliance program, including when they need advice on an urgent basis.

Internal Reporting and Investigation

9. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the Relevant Laws and those aspects of the Company's compliance program related thereto.

10. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the Relevant Laws, and violations of the Company's compliance program.

Enforcement and Discipline

11. Great Circle will implement mechanisms designed to effectively enforce its compliance program, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

12. The Company will institute appropriate disciplinary procedures to address, among

other things, violations of the Relevant Laws and the Company's compliance program by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that, where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing its internal controls and compliance program and making modifications necessary to ensure the overall compliance program is effective.

Third-Party Relationships

13. The Company will use appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all its authorized agents and business partners, including:

- a. Properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;
- b. Informing agents and business partners of the Company's commitment to abiding by the Relevant Laws, and of the Company's compliance program; and
- c. Seeking a reciprocal commitment from agents and business partners.

14. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with its authorized agents and business partners that are reasonably calculated to prevent violations of the Relevant Laws, which may, depending upon the circumstances, include: (a) anti-fraud representations and undertakings relating to compliance with the Relevant Laws; (b) where appropriate and feasible, rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights

to terminate an agent or business partner as a result of any breach of Relevant Laws, the Company's compliance program, or the representations and undertakings related to such matters.

Mergers and Acquisitions

15. Great Circle will ensure that the Company's compliance program, policies, and procedures regarding the Relevant Laws apply as quickly as is practicable to newly acquired businesses or entities merged with Great Circle and will promptly train the directors, officers, employees, agents, and business partners on Great Circle's compliance program.

Monitoring and Testing

16. Great Circle will conduct reviews and testing of its compliance program periodically, and at least once per reporting period, to evaluate and improve its effectiveness in preventing and detecting violations of the Relevant Laws, taking into account relevant developments in the field and evolving industry standards.