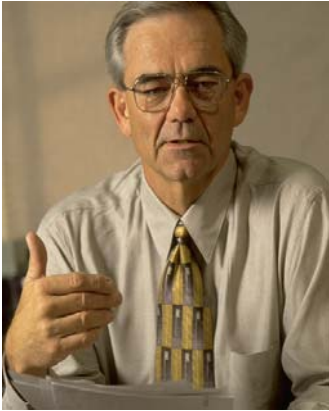




## CEO Message



One of our most important company assets is our reputation for ethical behavior, honesty and fair dealing. As you know, reputation is a very fragile asset that can easily be destroyed by the actions or failures of one or more of us. Because of unprecedented scrutiny on corporate behavior, we need to emphasize and reinforce our commitment and adherence to these Standards. Agilent's Standards of Business Conduct are your guide to your ethical and legal responsibilities with respect to your status as an employee, as well as your dealings with our customers, competitors, and suppliers.

Each employee is personally responsible and accountable for helping Agilent maintain its reputation for the highest standards of integrity. Especially in times of rapid change, we need to earn the trust and loyalty of others. There are no shortcut formulas or automatic answers to the choices we have to make in business today; however, we should decide these questions in ways that are consistent with Agilent values.

I expect all managers to review these standards with their employees every year in order to answer questions and to ensure compliance. Failure to comply fully with these Standards is misconduct and may result in termination of employment.

If you have questions about Agilent's Standards of Business Conduct, contact your manager, your local Human Resources Department or your local Agilent Legal Department. You can also find more information about these Standards on the Agilent Standards of Business Conduct Web site at <http://sbc.corporate.agilent.com>

If you wish to report a possible violation of the Standards, you should notify your manager, HR, Legal or Internal Audit. A post office box has also been established to receive this type of information on a confidential basis. The address is: Agilent Technologies, Inc., Legal Department SBC, PO Box 58059, Santa Clara, California 95052-8059, U.S.A. If you believe that there are inappropriate accounting or financial transactions occurring, you can also e-mail the company's Audit and Finance Committee of the Board of Directors and the Director of Internal Audit at <http://sbc.corporate.agilent.com/comments.htm>. There is also a Board of Directors hotline at <http://www.investor.agilent.com/phoenix.zhtml?c=103274&p=irol-contactChairman> that can be used for other concerns. These e-mail hotlines are anonymous, but we would appreciate your providing contact information on a voluntary basis in case we have follow-up questions. Agilent will not tolerate threats or acts of retaliation against you for making a report or using these hotlines.

As we continue to build Agilent to meet our own expectations and live up to our name – to have the agility to meet market challenges – let's make certain that integrity and honest dealing are always central to how we conduct business.

Bill Sullivan Chairman, President and Chief Executive Officer

# Agilent Standards of Business Conduct

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## **1.1 CONFLICTS OF INTEREST**

### **1.1.1 General Policy**

Although Agilent employees are generally free to engage in personal business and financial transactions and other activities outside Agilent, this freedom is not unlimited. As long as you remain an Agilent employee, you must avoid situations where your loyalties may be divided between Agilent's interests and your own. Agilent expects you to avoid even the appearance of a conflict of interest.

You can avoid most conflicts of interest by following the rules described below. However, these rules do not cover all potential conflicts - all situations that may result, or appear to result, in divided loyalties. You are responsible for bringing any doubtful situation to the attention of your managers so they can provide appropriate guidance.

### **1.1.2 Outside Employment and Other Activities**

[May I work for another company or have my own business?](#)

Agilent policy does not prohibit all outside employment, but does forbid any outside work that could lead to divided loyalties. Could the activity give you an improper incentive to make decisions or take actions that would be unfair to Agilent? Could it present the appearance of improper influence? A job with an Agilent competitor can tempt an Agilent employee to misuse our company's confidential information. A job with an Agilent supplier can provide an incentive for favoritism toward the supplier. A job with an Agilent customer can prompt favoritism toward the customer or provide an incentive to misuse Agilent resources for the customer's benefit.

The following examples illustrate outside work that is prohibited by Agilent because of these considerations.

- You may not work for a competitor of any Agilent division or operation. For example, you may not work for a corporation that makes oscilloscopes, even if your division makes unrelated products.
- You may not work for an Agilent product supplier or service provider without written approval from your entity's general manager. For example, without your GM's approval, you may not work for a firm that sells office supplies or software support services to Agilent, even if your Agilent assignment does not include buying those supplies or services.
- You may not work for an Agilent customer if you deal with that customer for Agilent, or if others in your Agilent business entity or sales office deal with the customer, without written approval from your entity's general manager. You may work for an Agilent customer without your GM's approval if nothing in your work for the customer relates to Agilent, nothing in your Agilent job relates to the customer, and no one else in your Agilent business entity or sales office deals with the customer on

Agilent's behalf. For instance, you may take a second job as a bookkeeper for a company that uses Agilent mass spectrometers, provided no one in your Agilent business entity deals with that company, but you may not take a job that involves maintaining Agilent equipment for the same company.

- You may work for an Agilent reseller without approval from your entity's general manager only if the position does not relate to any of the following: (1) your Agilent job, (2) your Agilent business entity or sales office, (3) the reseller's dealings with Agilent or Agilent products or services, or (4) the reseller's involvement with products or services that compete with Agilent products or services. Any other work for an Agilent reseller requires your GM's written approval. For example, you may design Web pages for a company that sells Agilent voltmeters if your Agilent job does not involve marketing or communications of Agilent products.
- You may not have more than one Agilent employment status at a time. As an example, you may not be an employee for one Agilent division and a consultant for another.
- You may not sell Agilent products or services, or products or services similar to Agilent's. For example, you may not provide engineering support for Agilent products on your own time.
- You may not engage in activities that support or promote a competitor's products. For instance, you may not write a commercial user's guide for a competitor's instruments.
- You may not accept a position with another company if the time demands of the second position interfere with your Agilent job. For example, a second job that requires receiving phone calls during your work hours at Agilent would not be acceptable.

In all these situations, the focus is whether the outside activity presents a potential conflict of interest, not whether your role in the activity is labeled "employee," "consultant," "contractor," "investor" or "volunteer." For instance, consulting for an Agilent competitor presents the same problems as employment by the competitor, and owning a firm that sells products to Agilent presents the same problems as employment by that firm.

### **1.1.3 Volunteer Activities**

#### [Are there limits on my ability to serve as a volunteer?](#)

Although Agilent strongly supports volunteer service with charitable, professional and community organizations, there are many situations in which volunteer activity presents the same potential for divided loyalties as paying jobs and business involvement. Your volunteer service must generally be performed on your own time and at your own risk, but the fact you are not compensated for that service does not mean conflicts will not arise. Prohibited conflicts of interest in volunteer work include the following:

- You may not participate in Agilent decisions regarding a charity or other organization where you volunteer your time, and you may not advocate the charity's or organization's interests within Agilent without disclosing your connection to it.
- You may not allow a charity or volunteer organization to use Agilent's name or assets without appropriate management approval.
- You may not solicit others on Agilent property or during Agilent working hours on behalf of a charity or volunteer organization, except as part of an annual charity drive that has appropriate management approval.
- Your volunteer service to a charity that is also an Agilent supplier or customer may present some of the same issues as paid employment. For instance, if the charity is an Agilent supplier, you must remove yourself from any Agilent decisions to select, retain or evaluate the charity in its relationship with our company.

#### **1.1.4 Personal Benefit from Agilent Business**

##### [May I accept anything for myself in connection with my work for Agilent?](#)

You may not receive any personal profit or advantage other than your compensation from Agilent in connection with any transaction involving Agilent. For example, an Agilent sales representative may not receive commissions from a medical products distributor in return for promoting its products. As another example, if you have advance knowledge that our company may acquire property in a particular location to build a plant, you cannot purchase the property or an adjoining property, and you cannot advise others to do so.

You may participate in published frequent traveler programs, except those offering cash refunds. You may not accept other kinds of free travel. You may not participate in frequent purchaser programs outside the travel industry based on purchases by or for Agilent. For example, you may not accept merchandise from an office supply vendor based on the volume of our company's purchases from that vendor.

Employees are prohibited from taking for themselves personal opportunities that are discovered through the use of corporate property, information or position. For example: Linda, an employee in the purchasing department of EMG, is approached by an Agilent supplier who tells her that the supplier is going out of business and that all remaining inventory is for sale at half of the price normally sold to Agilent. Linda cannot purchase that inventory herself to create her own side business to sell the supply to Agilent or to another buyer.

##### [May I arrange an Agilent business deal with my family, or with a friend?](#)

You must disclose all situations where you or your Agilent entity may be conducting Agilent business with

members of your family. Once you disclose the situation, your entity's general manager may give written permission for Agilent to do business with your family, but you will be required to remove yourself from Agilent's decisions about retaining, supervising or evaluating their services. The GM may impose other safeguards as well, such as a requirement that Agilent consider proposals from competing businesses.

Most of the same principles apply if you or your Agilent entity may be conducting Agilent business with friends or others with whom you have a close personal relationship. For example, if an Agilent supplier is your neighbor and a close friend, your decisions about our company's business with your neighbor may create an appearance of favoritism and therefore a conflict of interest even if you receive no gifts or expensive entertainment from your neighbor. You should address the problem by disclosing the situation and limiting your role in Agilent's decisions.

### **1.1.5 Business Gifts and Entertainment for Agilent Employees**

[Companies that I deal with for Agilent often distribute gifts and incentives to their customers. What may I accept?](#)

Decisions made on behalf of our company must be free from undue influence, or even the appearance of undue influence, from suppliers, customers, resellers and competitors. You may generally accept inexpensive promotional items and normal business meals and entertainment from other companies. With those limited exceptions, you and your family must not accept any gift, payment, loan or favor, or anything else of value, in any context that relates to Agilent business or potential business. (Some Agilent entities and departments have more restrictive rules; for example, some departments forbid their employees to accept promotional items.)

You must exercise care in accepting business meals and entertainment. Such activities should be infrequent, consistent with accepted business practice, and for the express purpose of furthering a business relationship. For example, it's inappropriate to accept tickets for an entertainment event from a supplier unless a representative of the supplier is also present at the event.

You may not accept payment of travel expenses from an Agilent supplier, customer or reseller without written approval from your entity's general manager.

In rare circumstances, local custom outside the United States may call for an exchange of gifts having more than nominal value as part of a business relationship. In these situations, with written approval from your entity's general manager, you may accept such a gift on behalf of Agilent, but the gift should be turned over to Agilent for appropriate disposition, such as use by your department or donation to charity.

If you are unsure whether you can accept any proposed gratuity, business meal or entertainment, you should disclose the situation, and your entity's general manager will determine its acceptability. Some Agilent entities set maximum values for gifts and meals that can be accepted without their GM's review.

## **1.1.6 Outside Directorships**

### [What if I'm asked to be a director for another organization?](#)

You may not accept a position as a member of the board of directors of any Agilent competitor. You may not be a director of a company or organization that supports or promotes a competitor's products or services without approval from a member of Agilent's Executive Staff and Agilent's General Counsel. You may not be a director of an Agilent supplier, customer or reseller without approval from a member of Agilent's Executive Staff and Agilent's General Counsel, or, in the case of a non-profit supplier, customer or reseller, written approval from your entity's general manager.

If you are serving as a director of a company or other organization, and you encounter any situation where your role as a director may be in conflict with Agilent's interests, you must either withdraw from that situation or resign as a director.

If you are serving on the board of directors of a company at Agilent's request or in connection with an Agilent equity investment in the company, and you are offered compensation, such as cash or stock options, you must either decline such compensation or have it paid directly to Agilent.

## **1.1.7 Investments in Other Businesses**

### [What personal investments are not acceptable?](#)

You may not have a personal or family financial interest in any Agilent supplier, customer, reseller or competitor that might cause divided loyalty, or the appearance of divided loyalty. Whether there may be divided loyalty depends on many factors, including your ability to influence Agilent decisions that affect your personal interest, the size of the investment relative to your other resources, and the nature of the relationship between our company and the other business.

Owning 100 shares of a publicly traded company is unlikely to cause divided loyalties. However, investing a substantial portion of your savings in an Agilent supplier or reseller is likely to present a conflict of interest, particularly if you can in any way influence the business relationship between Agilent and the supplier or reseller.

### [May I purchase "founders' stock" in an Agilent supplier, customer or reseller?](#)

"Founders' stock" is sometimes offered to select individuals at a price lower than that offered to the general public. You may not purchase such stock in an Agilent supplier, customer or reseller with which you deal or your Agilent entity deals, because the bargain price amounts to a personal benefit from Agilent business activity. This same prohibition applies to other preferential treatment with respect to investments because of your Agilent status, such as "friends and family" shares in initial public offerings of a company that deals with Agilent.

### **1.1.8 Disclosing Potential Conflicts**

#### **When should I report an outside activity or investment to Agilent management?**

You need not report every outside activity or investment to Agilent. However, you must promptly disclose in writing to your entity's general manager any situation that could present a conflict of interest. You must therefore disclose any outside work for an Agilent competitor, customer, reseller or supplier, or any other involvement that could cause divided loyalties, prior to engaging in any such activity.

In situations that require management approval, the responsible manager will review the matter and communicate our company's position in writing. The manager may indicate either that (1) Agilent has no present objection to the relationship, although the situation is subject to future review if there is any change in circumstances either for you or for Agilent, or (2) there are specific steps you must take to resolve any potential conflict to Agilent's satisfaction. You will have a continuing obligation to disclose any change in circumstances that could affect Agilent's interests. Copies of your disclosure and Agilent's response will be kept in your personnel file.

### **1.1.9 Prohibition on Company Loans to Executive Officers and Directors**

As of the effective date of the Sarbanes-Oxley Act of 2002, July 30, 2002, Agilent may not make loans to, or guarantee obligations for, Agilent's directors or senior executive officers who are defined as "Section 16" reporting officers under the SEC regulations. Directors are also listed by name in Agilent's Proxy Statement and Section 16 officers are listed in our Form 10-K, both of which can be viewed at <http://www.investor.agilent.com/phoenix.zhtml?c=103274&p=irol-sec>

## **1.2 HANDLING COMPANY INFORMATION**

### **1.2.1 General Policy**

Agilent business and technical information is company property and is considered sensitive information. Sensitive information also includes all personal information about individuals such as employees and customers. Sensitive information may be disclosed outside Agilent only by the Agilent employees who are designated as responsible for it, and only when those designated employees or their managers determine there are good business reasons for sharing it.

Sensitive information should be disclosed or accepted only under the protection of a written Confidential Disclosure Agreement, with an appropriate written record that documents all aspects of the disclosure or acceptance. Ill-considered disclosures can weaken our company's competitive position, jeopardize R&D, and squander our investments in the processes and resources we have developed for conducting our business.

### **1.2.2 Basic Rules for Handling Agilent Information**

#### **What rules apply to all Agilent information?**

All Agilent information, whether specially labeled or not, must be used only for Agilent business purposes. Restrictions on the use of Agilent information apply both while you work for our company and after you leave.

Sometimes unknown people from outside Agilent request information regarding Agilent's activities. Inquiries from government, the media, securities analysts, suppliers, customers and resellers should be referred to the Agilent people designated to communicate with them. You should not provide anyone outside Agilent with information that you are not specifically authorized to disseminate in your Agilent assignment.

Sensitive information must be protected against both unauthorized external disclosure and unauthorized disclosure within Agilent. In generating information, you should label it to indicate the degree of care that must be applied in using, storing and distributing it. If you are permitted to share confidential information, use your judgment to limit the amount of information shared and disclose it only on a need-to-know basis. Ensure that the recipient knows the information is sensitive and has been advised about restrictions on further use and dissemination, if any. Under no circumstances should you disclose it outside Agilent without prior approval from the responsible department. Remember that all forms of communication are covered, including written, telephone, and electronic communications such as website chat-rooms, e-mail, and instant messaging. You should be equally careful when releasing prototypes or models. Consult your manager or the Legal Department if you have any questions about whether information may be shared.

### **1.2.3 Sensitive Information Labeling Guidelines**

#### [What should I do to protect Agilent's sensitive information?](#)

You should label sensitive information in accordance with Agilent guidelines to indicate the level of care to be exercised in handling it and how widely it can be distributed. These guidelines establish three standard labels: "Agilent Private," "Agilent Confidential" and "Agilent Restricted." You should not remove a label from a document without consulting the others within Agilent who have a stake in the information, although you may apply a more restrictive label if you feel that is appropriate. Unlabeled information should be scrutinized and presumed to be sensitive unless a good reason exists for believing otherwise.

"Agilent Private" is used for information that requires the highest level of protection because premature disclosure could harm Agilent's competitive position or could prompt improper trading in Agilent securities. Generally, this information is one of the following:

- Unpublished consolidated financial plans or results, including revenue or order data, such as the "Executive Summary of Financial Results";
- Unpublished financial plans or results for a significant part of Agilent's business;
- Competitive information for a significant part of Agilent's business, including strategic plans, development plans, cost structures or unit volumes for products or services that may account for more than 1% of Agilent revenues, such as a Strategic Plan Review ("SPR") for an activity that represents more than 1% of revenues;

- Documents relating to significant proposed acquisitions and divestitures.

Agilent Private information may be given only to Agilent employees who have jobs that require it. The entity general manager or other functional owner of Agilent Private information is responsible for compliance with strict IT access and security standards if the information is posted on Agilent's Intranet. The GM or functional owner may impose additional security requirements for handling the information in other forms - for example, use of numbered copies for greater control of hardcopy distribution.

Agilent Private information is rarely shared outside Agilent, and must never be shared without a Confidential Disclosure Agreement.

"Agilent Confidential" is used for sensitive information intended only for a limited audience within Agilent. This includes most information relating to Agilent projects, technical data, R&D, negotiated prices and most product or plan data and individual personal information that is protected by applicable laws, such as identification numbers issued by government agencies including Social Security Number, National ID Number, Driver's License Number, Passport Number, Alien Numbers, Tax Payer ID, or Banking information including Account Number, Payment Card Numbers, Birthdates, Usernames and passwords needed to access IT systems, Health information and Diversity Information such as race, gender, religion, etc. If you do not know whether information is sensitive or not, contact the Legal Department or the Privacy Program Office for advice.

Agilent Confidential information should be distributed to its intended audience using good business judgment. It must not be shared outside Agilent unless a Confidential Disclosure Agreement ("CDA") or a Privacy Agreement (published by the Legal Department and posted on the Privacy Program Office website) is in place. In addition the protection of sensitive information may require specific security measures. For details on the security procedures and measures applicable to each category of data, individuals should consult the Security Standards published by Agilent IT.

"Agilent Restricted" is used for information intended for widespread distribution within Agilent and to anyone having site access or access to Agilent's computer systems. This includes most organization charts, telephone lists, cubicle maps and similar information.

Agilent Restricted information must not be shared outside Agilent unless a Confidential Disclosure Agreement is in place. It can be posted on Agilent's Intranet without additional restrictions, but can be posted to the external Internet only with limited access.

Within these broad categories, several types of specialized information present additional issues:

- Material inside information, usually labeled Agilent Private, is information that would influence a reasonable person to buy or sell Agilent stock (see Section 1.2.7: Profiting From Inside Information).
- Attorney-client privilege applies to communications to Agilent attorneys for the purpose of obtaining their legal advice and communications from Agilent attorneys applying their advice to

Agilent activities. This information is typically labeled Agilent Private or Agilent Confidential. It should not be copied or distributed except under the direction of an Agilent attorney. It should be given only to the narrowest possible set of Agilent people who have a need for it.

- Data and information relating to identified or identifiable individuals ("Personal Data"), within Agilent (i.e. Agilent employees and other people working for Agilent in any other capacity) and outside Agilent (e.g. end-user customers or representatives of business partners), in whatever form and whether specially labeled or not, must be treated with due respect for privacy. Some obvious examples include name, telephone number, postal address, e-mail address, and other kinds of information directly linked to an individual. In some countries, personal data is legally protected as part of each individual's right to privacy. While pursuing its legitimate business and operational needs, Agilent's policy is to comply with such rules whenever Personal Data is collected and processed. The following paragraph explains in more detail what behavior is expected from all Agilent employees, to protect individuals with regard to the processing of their Personal Data.

### What should I do to protect personal data?

If your activities at Agilent include the collection, storage, use or transfer of Personal Data, or the access to or use of databases, files, applications, tools, or reports, in whatever form, which contain or process Personal Data in whatever form, then you must strictly comply with applicable data protection laws in your country and with Agilent's own policies, rules, procedures, instructions and guidelines for the protection of Personal Data. Please visit the Privacy Program Office web pages for details. Personal Data must only be used within your scope of work and within the limits of the approved purposes for which it has been collected and processed. You should refrain from sharing it with anybody else within or outside Agilent, except to the extent it has been expressly collected and approved for that purpose in accordance with the applicable legal requirements regarding data protection.

#### **1.2.4 Disclosing Sensitive Information**

What precautions should Agilent take when it discloses information on a confidential basis to customers, suppliers and others outside our company?

When Agilent has made a management decision that business needs require us to disclose sensitive information to a customer, supplier or anyone else outside our company, an appropriate written agreement should be put in place to ensure the information will be handled in accordance with our expectations.

In some instances, a standard Agilent contract, such as Agilent's purchasing agreements or agreements for professional services, will specifically address the outside party's confidentiality obligations as well as other business issues. In other situations, it is necessary to use the separate, standard CDA published by Agilent's Legal Department or one of the posted Privacy Agreements. If you are in doubt about whether to use a separate, standard Agilent CDA or a Privacy Agreement in addition to another standard Agilent contract to cover confidentiality obligations, you should consult Agilent's legal staff.

When customers, suppliers and other outside parties wish to use their own form of agreement in place of the standard Agilent CDA or Privacy Agreement, you should consult Agilent's legal staff before accepting a nonstandard form.

In implementing a disclosure by Agilent under an appropriate confidentiality agreement, you should maintain a complete file, including a record of what was disclosed, to whom it was disclosed, and how it was disclosed, with evidence that Agilent properly confirmed the confidential nature of the information at the time of disclosure.

### **1.2.5 Receiving Sensitive Information**

#### **May I accept information that someone outside Agilent wishes to submit in confidence?**

Although Agilent sometimes has a business need to receive information from a company or individual outside Agilent, you should be cautious when anyone wishes to share information based on an expectation that Agilent will hold it in confidence. Casual acceptance of confidential information creates a risk that our company will be accused of misusing it. It's particularly risky for us to accept sensitive information from potential competitors, because whatever we receive may overlap ideas we develop on our own and wish to use without restrictions in Agilent's activities.

It is Agilent's policy not to examine unsolicited suggestions that the submitter may consider confidential, such as unsolicited ideas for future products. This policy is intended to prevent Agilent's own R&D and other business activities from becoming encumbered by unintended obligations to outsiders. Any recipient of an unsolicited suggestion should immediately contact the local Agilent Legal Department, Intellectual Property Practice Group.

You should accept information that will be treated as confidential (i) only when Agilent has made a management decision that accepting it is necessary, and (ii) only after a written agreement is in place to identify the information and define and limit Agilent's obligations in dealing with it. The agreement should be either Agilent's standard Confidential Disclosure Agreement or another written agreement that has been reviewed by Agilent's Legal Department. You should handle the information in accordance with the agreement, and use it only for the purposes permitted by the agreement.

The best practice in receiving sensitive information, just as in disclosing it, is to maintain a complete file that documents Agilent's performance of its obligations.

### **1.2.6 Handling News about Agilent**

#### **How does Agilent keep the public informed of developments?**

It is Agilent's policy that our company's designated representatives will make the public aware of news that may be significant to financial markets, such as earnings, acquisitions and major organizational changes, at the earliest appropriate time. The timing of these announcements must comply with legal requirements, and depends in part on the need to maintain confidentiality before decisions are made and to avoid providing information helpful to competitors.

News that can be expected to have an impact on the market for Agilent stock, including forward-looking information such as projections of orders, net revenue or earnings, may be released only through the Corporate Treasurer's office or Corporate Communications following Agilent's guidelines and United States securities laws. Other contacts with news organizations should be handled through either Corporate Communications or your local Agilent communications specialist.

When disclosing information to the public, whether in periodic reports or other documents Agilent files with the Securities and Exchange Commission or in other public communications, it is Agilent's policy that the information disclosed shall be full, fair, accurate, timely and understandable.

### **1.2.7 Profiting from Inside Information**

#### [How does my knowledge of information about Agilent affect my dealings in Agilent stock?](#)

If you possess information about Agilent that is both material and non-public, called "material inside information," you are subject to trading restrictions. You cannot legally trade in Agilent securities, or make recommendations to anyone, including your family, friends and colleagues, about trading in Agilent securities, until a reasonable time, usually the second trading day after Agilent issues a press release or

SEC filing disclosing the material inside information that you possess. In the case of quarterly earnings, you must wait until the second trading day after the public announcement of earnings, when the trading window is considered open. The trading window usually ends on the last trading day of the second month of Agilent's fiscal quarter. Check the Agilent legal website for more information.

Information is "material" if it would influence a reasonable person to buy or sell stock. Examples include undisclosed data reflecting orders, sales, earnings or profitability, or trends in these figures; impending announcements of major new products; major Agilent acquisitions, equity investments or divestitures; and important developments in projects, alliances or litigation.

Information is "non-public" if it hasn't been the subject of an Agilent press release.

Trading in Agilent stock includes buying or selling Agilent shares in the open market, buying or selling exchange-traded Agilent options, selling shares that were purchased under an Agilent employee stock option, and transferring funds to or from an Agilent stock fund account in an Agilent U.S. 401(k) plan. It does not include regular, continuing purchases through Agilent's employee stock purchase plan or purchases, without sale, of shares through exercise of an Agilent employee stock option.

While there is no "safe harbor" under these rules, it's relatively safe for most Agilent employees to trade in the period that starts the second trading day after our company announces quarterly or annual results and ends on the last day of the second month of Agilent's fiscal quarter. For those with access to interim data about consolidated results, the trading window may be shorter. The trading window may also be shortened or eliminated under certain circumstances, of which any affected persons would be notified.

Partial release of material information does not clear insiders to trade if other material information remains undisclosed. For example, if a major product announcement is set for the week after a quarterly earnings report, employees who know about the product should wait to trade after the product launch rather than after the earnings report.

If you violate insider trading laws, both you and Agilent may be subject to severe criminal penalties. U.S. insider trading laws apply to all Agilent employees at any level, not merely to officers or managers. They apply to Agilent employees outside the U.S. who trade within the U.S. They apply even to relatively small transactions.

Similar laws in other countries may apply to trading by Agilent employees who are located in those countries, or to trades in exchanges that are located there. Most of Europe is covered by insider trading restrictions under an EU directive and parallel national legislation.

If you are considering a stock transaction, and you believe you may have material inside information, you should consult Agilent's Legal Department.

#### [Can my knowledge about another company make me an insider for that company?](#)

If you learn material inside information about another company, you may be considered an insider for that company, putting you under the same trading restrictions with regard to that company's securities. As an example, knowing non-public information about an Agilent transaction with a supplier that could have a material effect on the supplier's financial performance could make you an insider with regard to the supplier's stock.

### **1.2.8 Records and Information Management**

#### [How long should Agilent retain its records, either on paper or in electronic files?](#)

Agilent has a formal, company-wide policy, called the General Retention Schedule, covering the way you should retain, protect and dispose of company records. The general rule is that you should not keep ordinary correspondence and department documents, including electronic messages, more than one year after the last active date in a record or file. The longer retention periods in the General Retention Schedule are exceptions to this general rule.

You are expected to treat company records according to established retention schedules and not to keep files longer than required. It is just as important to dispose of routine materials promptly as to keep specialized materials for the longer periods prescribed for them.

### **1.2.9 Lawsuits and Disputes**

#### [How do I handle company information that may relate to a lawsuit?](#)

In the U.S., documents that initiate lawsuits and subpoenas involving Agilent should be sent immediately to

the Litigation Section of Agilent's Legal Department in Santa Clara. Outside the U.S., they should be sent to the Agilent attorneys who support the geographic area where Agilent receives them.

Records relevant to a lawsuit are an exception to normal retention and disposition procedures, and must not be destroyed. If you are involved in a lawsuit or other legal dispute involving our company, you must avoid discussing it with either outsiders or other Agilent employees without the prior approval of Agilent's Legal Department.

### **1.2.10 Data Protection and the Use of Laptop/Portable Computers.**

#### **What actions must I take if I use a laptop computer?**

Laptop computers allow employees to be more productive while "on the road". They offer flexibility as to where one can access information and email. From a data protection point of view they can create risks of information disclosure, theft and perhaps offer an unauthorized point of access to the Agilent network. Our mobile computing population is on the increase, so this special policy is necessary.

All laptops and portable computers acquired for or used on behalf of the company shall be considered company property. Each employee issued a laptop is responsible for the security of that laptop, including the information stored in the laptop, regardless of whether the laptop is used in the office, at the employee's place of residence, or in any other location such as a hotel, conference room, car or airport. A cable locking device is a standard accessory and should be ordered for all laptop computers for use outside of Agilent premises. Where it is impractical to secure the laptop with a cable, employees must keep their laptop with them and use common sense to prevent its theft. Employees are expected to use the Agilent provided data protection tools/software for their laptops. Where possible, employees must avoid leaving their laptop unattended in an automobile. If they must do so temporarily, the laptop must be placed in the trunk or out of sight. Laptops that will not be used for several days or longer must be locked out of sight in a secure cabinet.

The loss of a laptop computer must be reported to Agilent Security immediately.

## **1.3 HANDLING COMPANY ASSETS**

### **1.3.1 General Policy**

**Every employee must take care to safeguard Agilent assets. This includes protecting them from unauthorized use. Use of Agilent assets for any unlawful or improper purpose is strictly prohibited.**

Agilent prohibits the use of bribes, kickbacks or other corrupt practices in conducting Agilent business. You must comply strictly with these Standards of Business Conduct, and all other Agilent policies including Agilent's FCPA and Anti-Corruption Policy, and all applicable laws and regulations in every country in which Agilent does business.

### **1.3.2 Business and Accounting Practices**

#### **What accounting practices must I follow?**

You must comply with generally accepted accounting principles for the United States and for every country in which you conduct Agilent business, and you must execute all transactions involving Agilent in accordance with Agilent policies and procedures.

- You may not establish any undisclosed or unrecorded Agilent fund or asset for any purpose.
- You may not make any false or misleading entries in Agilent's books or records for any reason.
- You may not make any payment regardless of form on Agilent's behalf without adequate supporting documentation or for any purpose other than as described in the documents.
- You must be properly authorized in order to have access to Agilent funds or assets.
- These standards are intended not only to protect Agilent against fraud and corruption within the company, but also to ensure that Agilent resources are never used for corrupt purposes outside the company.

#### **What special rules apply to payments to distributors?**

Commission or fee arrangements must be made only under written agreements with bona fide commercial distributors, sales representatives, agents or consultants. Any commission or fee for assistance in securing orders must be reasonable and consistent with local laws and normal practice for the industry, the products involved and the services to be rendered.

The Foreign Corrupt Practices Act in the U.S. and local laws in other countries prohibit payments and business relationships with government officials in any country that could be construed as bribes or attempts to influence government behavior. You should not enter into fee arrangements with any firm in which a government official or employee has an interest unless permitted by law and with the prior written approval of Agilent's General Counsel. Payments must not be made in cash.

### **1.3.3 Political Contributions**

#### **Can Agilent funds or resources be used for political campaigns?**

Agilent may not use its corporate funds or assets for U.S. federal political contributions. Agilent may establish an independent entity that solicits individual contributions from Agilent managers to support selected candidates in federal campaigns. In the U.S., Agilent makes contributions to state candidates and state and local ballot measures only upon approval of the Agilent Public Affairs Department. No contributions are made to local candidates. Agilent funds or assets may not be used for political

contributions outside the U.S., even where permitted by local law, without clearance from Agilent's Legal Department and Public Affairs Department, and prior written approval from a member of Agilent's Executive Staff. Agilent's programs and contributions in these areas are managed by Agilent's Director of Public Affairs. These restrictions are not meant to discourage you from making personal contributions to political candidates of your choice. However, Agilent will not reimburse you for personal contributions.

### **1.3.4 Business Gifts and Entertainment from Agilent**

#### **May I present a business gift to someone who represents an Agilent customer, reseller or supplier?**

Agilent strictly forbids paying commissions or compensation to employees or other representatives of customers, including resellers; to employees or representatives of suppliers; or to family members or associates of these individuals. An exception is made for openly announced incentive programs approved by an Agilent vice president or the VP's designate. For example, an Agilent vice president may approve an openly announced, Agilent-sponsored sales contest for employees of Agilent resellers.

Business entertainment, favors and promotional items may be provided on Agilent's behalf to employees and other representatives of customers and suppliers only if:

- They are consistent with generally accepted ethical standards and business practice;
- They cannot be construed as bribes or kickbacks as a result of how much they cost, how often they are given, or other related circumstances;
- They do not violate any applicable law, regulation or policy, including any policy adopted by the customer or supplier; and
- Public disclosure of the facts will not embarrass Agilent.

Among the factors that are important in determining the propriety of business entertainment offered by our company are:

- Cost, frequency and timing;
- Whether the setting is conducive to building a business relationship; and
- Whether the entertainment is fully visible to management in the organization whose employee or representative receives it.

For example, business meals that could be appropriate for Agilent to provide to a customer or prospective customer once or twice during an ongoing relationship could appear inappropriate if they were provided more frequently. As another example, it may be acceptable for an Agilent sales representative to invite a customer to join in attending a sports event as an occasion for enhancing a business relationship, but it would be unacceptable to provide the customer with tickets for the same event if no one from Agilent planned to attend it.

### Do additional rules apply in dealing with government employees?

Under the U.S. Procurement Integrity Act and regulations relating to U.S. government procurement, you may not give government employees anything of value, such as business gifts, meals or entertainment, except that you may generally give them inexpensive promotional items, such as Agilent calendars or coffee mugs. In many cases, U.S. government contractors and state and local governments have similar restrictions with regard to gifts, meals and entertainment for their employees and it is your responsibility to know and observe any restrictions adopted by the customers with whom you deal.

Even stricter rules apply to members or employees of the U.S. Congress. Consequently, Agilent prohibits anyone acting on its behalf from making gifts of any kind regardless of value to, or paying any travel expenses of, members or employees of the U.S. Congress without the prior written approval of Agilent's General Counsel

Most other countries do not have an absolute prohibition against providing gifts, meals or entertainment to government employees. Nevertheless, you should always exercise greater restraint in dealing with someone who represents the government or a government-owned company than in dealing with someone from a private enterprise. In all cases, worldwide, you must adhere to any published code of conduct as well as accepted local business practices.

### **1.3.5 Personal Use of Agilent Resources**

#### May I use Agilent computers, communications systems and other Agilent resources for personal messages, personal access to the Internet or other personal use?

Agilent provides a wide variety of assets as resources for its employees in conducting company business – including computers, communications systems and other equipment and materials. Although an Agilent employee may, at times, use many of these resources for incidental personal activities, this personal use should be kept to a minimum. Excessive personal use of Agilent resources can adversely affect the employee's performance, increase Agilent's costs, and reduce availability of the resources for Agilent's business needs. As an example, while an Agilent employee may sometimes need to use an Agilent telephone for a short call on a family matter, it is not appropriate to use Agilent telephones for frequent, extended or unusually costly calls that do not relate to company business.

While you may occasionally use Agilent's electronic systems to send personal messages or to access Internet materials that are not directly business-related, these personal applications should be minimized in accordance with these principles, even if your personal activity takes place after your working hours or involves Agilent systems that are available for your use at home. In addition, certain messages and materials simply must not be sent or accessed on Agilent equipment or through Agilent systems; these include messages for personal gain, solicitations, chain letters, and threatening, sexually explicit or harassing materials. You must not use Agilent resources to create, transmit, store or display messages, images or materials in any of these categories. Misuse of Agilent assets is misconduct, and may result in termination of your employment.

Agilent's Information Technology organizations publish standards and policies that promote appropriate use and security for Agilent's electronic systems. You should be aware of these policies and comply with them fully. They offer guidance on usage of Agilent's networks and systems, passwords, electronic mail, voice mail and the Internet. If you are in doubt about Agilent's expectations in these areas, you should contact your local information technology staff for assistance.

#### [Does Agilent have the right to check on personal use of company assets?](#)

Since Agilent's computers, communications systems, desks, lockers, cabinets and other equipment belong to our company, Agilent may access all such resources at any time. Although Agilent employees may at times use these assets for incidental personal purposes, they remain company property and are subject to company control even when they are secured by locks, passwords or similar devices. You should not have any expectation of personal privacy in any Agilent property, including electronic mail, voice mail and computer records stored on Agilent equipment. Agilent may, for example, sometimes check usage of its information systems to correct network problems or to establish proper use and security. You should not have any expectation of privacy for messages or other files that you send, receive or store on these systems.

For reasons related to safety, supervision, security or similar concerns, Agilent may inspect persons and property (including, for example, vehicles, desks, lockers, cabinets, briefcases, toolboxes and personal effects) on Agilent premises at any time and without notice.

### **1.3.6. Copyright Compliance**

#### [How should I treat publications and software that may belong to other companies?](#)

Copyright laws protect books, articles, paintings, cartoons, photographs, videos, music, software and other forms of expression from copying for either commercial use or other purposes. For example, copyright laws usually prohibit private scanning or photocopying of an article or cartoon. Agilent has invested substantial amounts of money in its software products and other copyrighted materials. We expect others to honor our copyrights, and we honor the copyrights of others.

To the extent of your control, you are responsible for complying with copyrights for software installed at your desktop or on network areas under your control. Under no circumstances may you duplicate, install or use software in violation of its copyright or applicable license terms.

You are also responsible for complying with copyright rules with respect to books, articles, images, videos, music and other forms of expression, whether they are in hardcopy or electronic media. You must not copy these items for your own use or for Agilent's use unless proper permission has been obtained.

# Conduct Involving Competitors, Resellers, and Customers

## 2.1 DEALING WITH COMPETITORS

### **2.1.1 General Policy**

Antitrust laws protect the competitive process by prohibiting agreements between competing firms that would eliminate or restrict their competition with each other.

Agilent must never make agreements with its competitors that set prices, limit output, divide territories or allocate customers for competing products or services. Agreements of this kind are illegal and can be punished by significant fines, large damage awards, and, in some cases, criminal sanctions, including prison sentences. It makes no difference that an agreement might have a reasonable purpose, such as preventing overproduction.

Basic antitrust principles apply throughout the world, and the rules outlined in these Standards of Business Conduct apply to all Agilent entities, regardless of location. However, competition law regulations may vary from country to country. Some of the most active jurisdictions in enforcement of competition laws include the United States, member countries of the European Union, and Japan. Contact your local Agilent attorney if you have questions about our company's obligations under the competition laws in your country.

### **2.1.2 Contacts with Competitors**

When I deal with Agilent's competitors, what should I avoid?

In contacts with competitors, you should avoid discussing non-public or future price information, terms of sale, costs, margins, inventories, marketing plans or similar confidential information, because in most cases it would be unlawful for Agilent and the competitor to make agreements about their plans on these subjects.

Agilent and its competitors must never make agreements with each other to set or stabilize pricing for their respective products or services. This is particularly critical where an Agilent reseller, customer, or supplier in one activity is an Agilent competitor in another activity. For example, if an Agilent supplier also sells products that compete with Agilent products, Agilent and the supplier must not coordinate pricing for Agilent's products and the supplier's products.

Agreements that violate competition laws may take many forms. An unlawful agreement may be formal or informal, and may be written, oral, or simply based on shared understandings. You should never assume that an understanding with a competitor is free from antitrust problems merely because of its informality.

### **2.1.3 Trade Associations**

#### [How should I act in organizations that include Agilent competitors?](#)

Our company routinely meets with its competitors in trade associations, standard-setting bodies, professional committees and the like. These activities are useful and appropriate, but can also present problems. If a group brings Agilent together with its competitors, there's a risk that the participating companies will be accused of using their meetings to reach anti-competitive agreements.

Agilent must never participate in group activities designed to injure another company. For example, Agilent must not participate in standard-setting that is manipulated to create an unnecessary disadvantage for another company's products.

Before our company joins any activity involving its competitors, you should seek the guidance of Agilent's Legal Department to verify that Agilent's involvement relates to legitimate purposes. If an organization that includes competitors changes its purpose or direction, you should contact the Legal Department regarding the change in circumstances. Further, if a competitor uses a legitimate forum to discuss subjects that are off limits - such as future prices, terms of sale, allocation of customers or other prohibited topics - you must refuse to participate, and if the discussion continues, you must leave the meeting immediately.

### **2.1.4 Obtaining Competitive Information**

#### [What limitations should I consider when trying to obtain competitive information?](#)

Our company must have timely and complete information about industry developments in order to stay competitive. However, we must obtain this information fairly and legally.

You may properly review public information, such as published specifications, trade journal articles, and materials that a competitor has released to other companies without restrictions.

You must not obtain non-public information by illegal activities involving industrial espionage or by asking a competitor's employees or contractors, or former employees or contractors, to violate their obligations regarding the competitor's confidential data. Actions that would be unacceptable if pursued by Agilent are still unacceptable if Agilent uses outsiders such as consultants or friends in undertaking them.

You should not examine information about competitive proposals or products that was submitted to customers, resellers, suppliers or others with the understanding they would treat it as confidential. For example, you should not ask a customer to share information that an Agilent competitor gave the customer under the terms of a nondisclosure agreement.

You should not misrepresent who you are or for whom you work when you ask for competitive information, and you should not allow anyone acting on Agilent's behalf to engage in similar misrepresentations.

## What competitive information is off limits in sales to the government?

If you seek or obtain proprietary or source-selection information from government employees or employees of prime contractors in the course of a U.S. federal procurement, you are violating the Procurement Integrity Act. It is equally inappropriate to obtain confidential information from government employees in other countries.

## 2.2 DEALING WITH RESELLERS

### **2.2.1 General Policy**

Our resellers and other channels of distribution help Agilent succeed. It is essential for Agilent to manage and assist resale activity by all appropriate, lawful means.

At the same time, resellers are independent businesses, and agreements that restrict their activity may, in some cases, violate competition laws, particularly where those agreements control resale prices. Agreements with resellers that are permitted under one country's laws may sometimes be forbidden under another country's legal system.

### **2.2.2 Resale Price Maintenance**

#### May Agilent dictate resale prices for Agilent products?

Agilent may influence resale prices in many legitimate ways - for example, by suggesting resale prices or price ranges - but you should seek legal advice before imposing limitations on resellers that could restrict their pricing decisions. Under the competition laws of the U.S. and most other countries, Agilent may not compel resellers to charge minimum resale prices set by Agilent. Moreover, since Agilent cannot implement or enforce agreements that control resale prices, Agilent should avoid following up in any way on one reseller's complaints about another reseller's pricing practices.

### **2.2.3 Managing Resellers**

#### Is Agilent free to choose and manage resellers as it wishes?

In the U.S., Agilent usually may be selective in choosing customers and resellers. If Agilent decides not to do business with someone, Agilent is not required to explain its decision, and the best practice is not to do so.

In other countries, notably in Europe, Agilent's options may be more limited. You should not plan a selective distribution program or any restrictions on resale networks without appropriate legal guidance. Territorial limits on resale activity that may be acceptable in the U.S. may be unlawful in Europe.

In all countries, you should consult Agilent's Legal Department before you terminate Agilent's relationship with a reseller if there's any indication the reseller may not agree with Agilent's decision.

## **2.2.4 Price Discrimination**

May Agilent offer different prices or support to different resellers?

Offering different price structures or differing levels of promotional support to resellers that compete with one another may be unlawful both in the U.S. and elsewhere unless the differences fit within narrow legal parameters. You should seek legal advice when designing any marketing strategy that might result in different treatment for competing resellers, or when a particular reseller asks for non-standard pricing or assistance.

## **2.3 DEALING WITH CUSTOMERS**

### **2.3.1 General Policy**

You must deal fairly and truthfully with Agilent's customers and resellers. Agilent must maintain the highest standards of integrity when making claims about its products and services, emphasizing the quality and value that Agilent can offer, and avoiding unfair or disparaging comments about competitors.

### **2.3.2 Advertising**

Are there guidelines for Agilent advertising and other competitive statements?

All Agilent advertising and promotional material must comply with Agilent's policies and guidelines on advertising and promotion. Statements made in advertising, promotional material and product packaging must be fair, factual and complete. Unfair, disparaging and unprofessional comments about competitors and others outside Agilent should be avoided even in messages, reports, slides and other materials that are intended for Agilent's internal use.

In the U.S., all advertising and promotional claims, including comparisons with competitive products or services, must be formally substantiated with current factual data before publication. In the European Union, comparisons must comply with local laws implementing the European Directive on Comparative Advertising. In some countries, comparative advertising is subject to stricter rules, or may simply be unlawful. You should consult Agilent's Legal Department before running advertising or releasing materials outside the U.S. if the ads or materials include product or service comparisons.

### **2.3.3 Tying**

What should I know about "tying"?

"Tying" is a refusal by a company that has an exceptionally strong market position to sell a unique, highly desirable product or service unless a customer also buys a second, separate product or service. Tying agreements may be unlawful if they force customers to buy a product or service they would prefer to obtain from another source. Although Agilent is generally free to offer a package price for two or more bundled products or services, it sometimes may be necessary to make them available separately, particularly if selling them only on a bundled basis would foreclose market opportunities for smaller competitors.

## 2.3.4 Government Procurement

### What additional rules apply in sales to the U.S. government?

Agilent employees and all others acting on Agilent's behalf who sell Agilent products or services to the United States government, or who deal with government employees or with firms that bid or work on government contracts, must follow additional rules and standards. Among other subjects, these rules cover the need to disclose certain pricing information, restrictions on use of consultants, and prohibitions on improper receipt or use of confidential procurement information.

The U.S. Procurement Integrity Act and related government regulations prohibit offering or giving gifts or gratuities to government employees, offering employment to procurement officials, or soliciting or obtaining proprietary or source-selection information from government employees or prime contractors. You must comply with these provisions.

You may not directly or indirectly pay Agilent funds or private funds to federal agencies, officials or employees to further Agilent business. You may not provide anything of value, including business gifts, drinks, meals, travel or entertainment, to U.S. government employees. (An exception is generally made for advertising novelties of minimal value, such as calendars or coffee mugs.) Government employees are ineligible to win drawings or raffles associated with trade shows, product surveys and the like; in planning such activities, you must ensure they do not participate. They may attend Agilent-sponsored seminars at no charge only if all other participants may attend at no charge. They may not, in any case, receive meals or travel at Agilent's expense in connection with such a seminar. Similar prohibitions may apply by agency rule or company policy to employees of companies that bid or work on government contracts.

## Conduct Involving Suppliers

### 3.1 General Policy

Agilent's relationships with suppliers are of great strategic importance. You must use common sense, good judgment and the highest standards of integrity when you deal with suppliers.

### 3.2 Choosing Suppliers

What factors should I consider in choosing an Agilent supplier?

You are not obliged to deal with all potential suppliers, and you are not required to award our company's business to a supplier based solely on the lowest price or the fact that the supplier is also a customer. At the same time, Agilent's good reputation with suppliers depends on making choices based on the merits. You must avoid decisions that could appear to be based on personal favoritism or other factors unrelated to Agilent's best interests.

Procurement decisions should reflect your best judgment about a supplier's technology, quality, responsiveness, and delivery capabilities as well as cost. The supplier's financial stability, environmental

performance and track record are other factors that may be considered. While you cannot avoid making subjective judgments on some of these issues, you must avoid any appearance that one supplier has an advantage over another because of gifts or favors to Agilent employees, or even strong personal relationships between the supplier's people and Agilent representatives.

In the United States, you should actively seek out small, minority-owned and women-owned suppliers, and encourage them to become qualified and submit quotations. These suppliers should be considered qualified when their technology, quality, responsiveness, delivery, financial stability, environmental performance and prices can meet Agilent's needs within a reasonable time. You should follow similar policies where appropriate in other countries.

You should not establish or maintain a business relationship with any supplier if you believe that its practices violate local laws or basic international principles relating to labor standards or environmental protection. All Suppliers are expected to adhere to the Agilent Technologies Supplier Environmental and Social Responsibility code of conduct. <http://www.agilent.com/environment/environment.html>

### **3.3 Formal Bids**

#### **How are formal bids different from other purchasing situations?**

When you invite potential suppliers to participate in a formal bidding process, you must follow the procedures you define and announce for the process. If you say Agilent will give all participating suppliers the same information, you must fulfill that promise. If the resulting submissions reflect a discrepancy that suggests one supplier has misunderstood our company's requirements, you must give all suppliers the same clarification of our requirements and the same opportunity to revise their bids.

In other, less formal, purchasing situations, we have greater flexibility, but we must still fulfill any expectations we create for whatever process we've chosen. You should be aware of industry customs as well as Agilent's past practices in dealing with the supplier, and you should clarify any expectations that may not match with your plans.

### **3.4 Handling Information from Suppliers**

#### **How do I handle confidential information from a supplier?**

You should not accept sensitive information from a supplier unless a Confidential Disclosure Agreement has been signed (see Section 1.2.5: Receiving Sensitive Information). Information from suppliers can be disclosed to other Agilent entities if disclosure is consistent with the purpose for which the information was provided and is permitted under the terms of any applicable confidential disclosure agreement.

### How should I treat information regarding a supplier's prices?

Agilent ordinarily does not enter into confidentiality agreements covering a supplier's prices, although in some instances the terms of our company's purchase contracts require us to treat information about prices as confidential. In the absence of any agreement on the issue, Agilent has no legal obligation regarding the information. However, non-standard, negotiated price information is usually competitively significant, and, with rare exceptions, sound, ethical business practice requires you to refrain from disclosing one supplier's prices to another.

If your division is deciding whether to buy products from an outside source or another Agilent division, you may disclose the outside company's price to the other Agilent division if doing so is consistent with any applicable confidential disclosure agreement and any expectations created by Agilent. The confidentially negotiated prices that Agilent pays for components should not be revealed to any Agilent subcontractor or other third party without written approval from the supplier.

### 3.5 Supplier Prices

#### Are there rules regarding the prices suppliers charge Agilent?

You are free to ask suppliers for their best prices for materials and services that Agilent uses or incorporates in its products, even if those prices are more favorable than prices available to Agilent's competitors. In contrast, when you buy a product that Agilent resells without substantial added value, U.S. law may prohibit receiving a discriminatory price. Consult Agilent's Legal Department if you are purchasing products for resale and you are offered a non-standard price.

Finally, you should consult the Legal Department before entering a group purchasing agreement with Agilent competitors that would control prices to be paid by the members of the group.

### 3.6 Customer Reference

#### What if a supplier asks me to endorse its products or services?

Our company's policy is that Agilent's name may not be used in a supplier's or consultant's advertising, promotional materials, customer references or the like without the written approval of the user entity's general manager and marketing manager. Use of Agilent's logo is seldom permitted, and should never be considered without consulting Agilent's Legal Department. Managers should be cautious about approving use of Agilent's name in exchange for a discount or other incentive, because the benefits to one part of Agilent from the discount or incentive may be outweighed by the impact on other parts of Agilent with regard to our company's reputation and our relationships with competing suppliers.

# Reporting Non-Compliance, Accounting, Internal Accounting Controls or Audit Issues

## **4.1 Whistleblower Protection**

Employees who make reports of suspected violations of these Standards, or regarding accounting, internal accounting controls or audit matters as provided in Section 4.2, will be protected from retaliation, such as discipline or involuntary termination of employment as a result of their reports. Every reported allegation of illegal or unethical behavior will be thoroughly and promptly investigated by management, with the cooperation of the employee, unless the submission was made anonymously. Information collected during the investigation will be shared with others who have a business-related "need to know". Unless the submission is made anonymously, the result of any investigation will be communicated to the reporting employee. Because of personal data protection requirements in member states of the European Union, matters involving European employees will be investigated in accordance with the EU whistle-blowing process at URL [http://marketing.agilent.com/privacy/whistleblowing/EU\\_process.htm](http://marketing.agilent.com/privacy/whistleblowing/EU_process.htm).

## **4.2 Complaints about Accounting, Internal Accounting Controls or Audit Matters**

Employees with complaints about accounting, internal accounting controls or audit matters may report those issues confidentially to the Audit and Finance Committee of the Board of Directors by this [online form](#). An e-mail from this website will be sent to the Committee Chair, and the head of Agilent's internal audit function will also receive a copy. As the sender of an e-mail from the link above, you will not be identified and no reply can be sent to you unless you type in your name and contact information. The Audit and Finance Committee, will retain any such messages for a reasonable period of time, may discuss the matter with Agilent's outside auditors, with other independent advisors, with Agilent management, or may take other action or no action in the committee's judgment and discretion.

## **4.3 Complaints Regarding Other Matters**

Any interested party ("Interested Party") with significant concerns may report those issues to the Chairman of the Board of Directors by going to the following electronic link: <http://investor.agilent.com/phoenix.zhtml?c=103274&p=irol-contactChairman>. After the Interested Party completes the form that will appear on the website, an e-mail from the website will be sent to the Chairman of the Board, and a copy will be sent to the Agilent General Counsel. As the sender of an e-mail from the link above, an Interested Party will not be identified and no reply can be sent unless the Interested Party types in his or her name and contact information. Agilent Legal will retain any such messages for a reasonable period of time. The Chairman of the Board may discuss the matter with Agilent Legal, with independent advisors, non-management directors or with Agilent management, or may take other action or no action in his or her good faith judgment and discretion.

## Relationship to Other Policies

These Standards of Business Conduct define Agilent's expectations of its employees, worldwide, in dealing lawfully and ethically with competitors, resellers, customers and suppliers, safeguarding Agilent's assets, and protecting the company against fraud and corruption. However, these standards are not the exclusive source of guidance and information on Agilent's expectations.

Agilent's values commit our company to conducting its business with uncompromising integrity. Our values address other related objectives as well. For example, our goals include creating an inclusive work environment that benefits from diversity; building positive, long-term customer relationships characterized by mutual respect; and being a good corporate citizen in every country and community in which we do business. In keeping with these further objectives, the company has adopted additional policies with regard to such issues as prohibition of employee harassment, environmental compliance, safety, product stewardship, and other corporate responsibilities.

The employment of an individual who has engaged in harmful or illegal acts, which involve or affect the company, may be terminated immediately. Acts of misconduct include, but are not limited to, violation of the Agilent Standards of Business Conduct, non-compliance with applicable laws, rules and regulations, including theft, falsification of records, involvement with unlawful drugs, unauthorized use of alcohol, violence, threats, harassment, possession of weapons and insubordination. For further information about Agilent's expectations on these issues, you should consult Agilent's Personnel Policies and Guidelines.

Each employee has an important responsibility to help maintain Agilent's reputation for the highest standards of integrity. If you have any questions, contact your supervisor, your Human Resources Department or Agilent's Legal Department for information and assistance.

## Coverage of Standards of Business Conduct

The Agilent Standards of Business Conduct apply to all Agilent employees, including executive officers. A separate code of ethics, the Director Code of Ethics, applies to members of the Board of Directors of Agilent. No waivers of the Agilent Standards of Business Conduct or the Director Code of Ethics may be made for executive officers or directors unless the Agilent Board of Directors, or a committee designated by the Board, approves the waiver. Any such waiver must then be promptly disclosed to shareholders or as may be otherwise required by the Securities and Exchange Commission and the New York Stock Exchange.

## Violation of Standards of Business Conduct

Violation of these Standards of Business Conduct, including violation of applicable laws, rules and regulations, is regarded as misconduct, and may result in immediate termination of employment.

Agilent employees are expected to notify their managers or their local Human Resources Department if they believe someone has violated these standards. You can escalate matters by using the post office box established by Agilent's Legal Department to receive information on a confidential basis. The address is: Agilent Technologies, Inc., Legal Department SBC, PO Box 58059, Santa Clara, California 95052-8059, U.S.A.

## Obtaining Written Copies of Materials

Copies of the Standards of Business Conduct, Agilent Board of Directors Committee Charters and other corporate information can be found by using the following link: <http://investor.agilent.com/phoenix.zhtml?c=103274&p=irol-govhighlights>. To obtain written copies by mail, you may call (877) 942-4200. You may also request copies in writing from: Agilent Technologies, Inc., Investor Relations Department, 5301 Stevens Creek Blvd. MS 1A-IR, Santa Clara, California. 95051.

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