

Continental Airlines' Compliance Guidelines for Suppliers

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1. INTRODUCTION

Continental Airlines (“Continental”) works hard to ensure that Continental acts at all times within the bounds of the law and the highest standards of business ethics. In addition to the standards that Continental sets for its own officers, directors and employees, Continental has established these Compliance Guidelines for Suppliers (these “Guidelines”) in order to set forth Continental’s minimum expectations for compliance for Continental’s agents and Suppliers of goods and services (“Suppliers”) as they provide goods and/or services to Continental.

1.1 Scope of the Guidelines

These Guidelines are intended to set the minimum standards for compliance and legal behavior of Continental’s Suppliers. The Guidelines are not intended to describe all of the terms and conditions governing Suppliers’ compliance obligations. Additional standards for compliance may be required and detailed by agreement between Continental and the Supplier. The scope of these Guidelines is limited to the scope of each Supplier’s relationship with Continental.

1.2 Supplier Internal Compliance Program

Continental has an ethics and compliance program to define internal standards for the ethical behavior of Continental employees and to provide training, monitoring and enforcement of those standards. Continental encourages all Suppliers to adopt and implement their own comprehensive internal compliance program tailored to their business operations.

1.3 Applicability of the Guidelines

Do the Guidelines apply to all Continental Suppliers?

Yes, the Guidelines apply to any Supplier providing goods or services to Continental, unless otherwise agreed to in writing by a duly authorized representative of Continental. Nonetheless, particular requirements within the Guidelines may not apply to a particular Supplier according to their terms. For example, credit card data security standards do not apply to Suppliers that do not receive or process credit card data from Continental or on Continental’s behalf.

Do the Guidelines apply to Suppliers based outside the United States or performing services outside the United States?

Yes, the Guidelines apply regardless of the location of the Supplier or location of performance of services or delivery of goods, subject to the terms of the applicable provision. However, certain requirements only apply to Suppliers that provide goods or services within the United States, as indicated by the relevant requirement. With regard

to compliance with laws, the Guidelines generally incorporate the law of the applicable local jurisdiction. However, if compliance with any particular provision of the Guidelines is contrary to local law, then the Supplier should notify their Continental representative.

2. COMPLIANCE WITH APPLICABLE LAW

2.1 General Requirement

Suppliers shall comply with applicable laws, statutes, rules, regulations, orders, decrees and directions of all governmental bodies having jurisdiction over Supplier or the goods or services provided, as may be amended by relevant governmental authority from time to time (“Laws”). Suppliers are responsible for knowing and adhering to applicable Laws.

2.2 Employment Practices

Suppliers shall comply with applicable labor Laws, including without limitation, standards related to the regulation of human trafficking, child labor, convict labor, work hours, non-discrimination and safety standards.

Suppliers of goods produced in the United States or services provided in the United States (“U.S. Suppliers”) shall comply with applicable federal, state and local Laws. In addition, U.S. Suppliers represent and warrant that they will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability, veteran status, or any other unlawful criterion and that they shall comply with applicable Laws against discrimination. Where applicable, the Equal Opportunity Clauses set forth in 41 C.F.R §§ 60-1.4(a), 60-250.5(a) and 60-741.5(a) are incorporated by reference herein. Where applicable, Suppliers will comply with all provisions of Executive Order 13201, 29 C.F.R.470 (Notice of Employee Rights Concerning Payment of Union Dues or Fees).

If goods or services provided by a Supplier are related to U.S. government funded construction projects, then the requirements of 48 C.F.R. 22.400 (Labor Standards for Contracts Involving Construction) shall apply according to its terms, which are hereby incorporated by reference.

2.3 Environmental Laws

Suppliers shall ensure that the provision of goods or services to Continental or activities related thereto are performed in compliance will applicable environmental Laws, including without limitation, any Laws relating to the use, storage, discharge, transport or disposal of hazardous goods or reporting requirements related thereto.

Without limiting Supplier’s obligation to comply with environmental Laws, Continental encourages Suppliers to adopt policies and practices to promote a healthy and sustainable environment through conservation, recycling and other efforts.

2.4 FAA/ DOT/ TSA Regulations

Suppliers that supply goods or services that are subject to regulation by the United States Federal Aviation Authority (“FAA”), Department of Transportation (“DOT”) or Transportation Security Administration (“TSA”) or any other regulatory body, shall comply with such Laws.

2.5 International Bribery and Corruption involving Foreign Government Officials or Employees of Foreign Government Agencies

Suppliers acting on Continental’s behalf must never provide or offer to provide a foreign government official, either directly or indirectly, any item of value or any other benefit in the form of money, goods, services in order to (1) gain an improper advantage in Continental’s business or operation; or (2) induce a government official to do something illegal or improper on behalf of or for the benefit of Continental.

2.6 Buying and Selling Continental Securities

If a Supplier has any material, non-public information (“inside” information) about Continental or its subsidiaries, the Supplier must keep such information confidential and must not buy or sell any common stock or any other securities or derivatives or hold improper positions in Continental stock. Information is no longer “inside” information on the trading day following public disclosure through a press release, SEC filing or other media for broad public access by Continental of the inside information known to Supplier.

2.7 International Anti-Boycott and Trade Restrictions

Suppliers shall comply, to the extent applicable, with United States Laws regarding boycotts, embargoes and economic sanctions against certain countries, entities and individuals. In addition, Suppliers must comply with all applicable U.S. export restrictions, sanctions and export control Laws and those of other jurisdictions, as applicable.

2.8 Antitrust and Contacts with Competitors and Others:

Suppliers acting on Continental’s behalf must never engage in any coordination, understandings or agreements with competitors or other Suppliers that violate Laws regarding competition, including but not limited to fixing fares prices, or other charges, fixing other terms of sale or commission rates, allocating or dividing up customers or markets Continental serves or manipulating a competitive bid. Also, Suppliers acting on Continental’s behalf should also not discuss or share commercially sensitive information, including information relating to proposed future prices, products or other competitive changes or actions, with Continental’s competitors.

3. INFORMATION SECURITY, DATA PRIVACY AND CONFIDENTIALITY

3.1 General Requirement

Information security is critical to protect the privacy of Continental's employees, Suppliers and customers. If Suppliers have access to information from or through Continental that is of a personal nature, including without limitation credit card numbers, Social Security numbers, or addresses ("Personal Data") or that is otherwise proprietary and not publicly available ("Continental Information") (Personal Data and Continental Information are collectively referred to as "Confidential Information"), then, except as required by the underlying goods or services purchase agreement with Continental or as required by Law, Supplier shall not disclose such Confidential Information to any third party and shall restrict access to Confidential Information within Supplier's organization to those individuals who have a legitimate business need to know. If a Supplier is compelled by Law or legal process to disclose any Confidential Information, then Supplier shall provide Continental reasonable prior written notice of such requirement and an opportunity to contest such requirement. In the event of a conflict between this paragraph and the terms of any agreement between the Supplier and Continental, the terms of such agreement shall control.

3.2 Personal Data

Supplier shall, if applicable and based on the business relationship and the goods or services exchanged between Continental and the Supplier, implement and maintain information security policies and procedures that comply with all data protection/ privacy Laws.

3.3 PCI Compliance

Supplier shall ensure that any Personal Data in Supplier's possession or control that contains credit card information is maintained in a safe and secure manner in accordance with the Payment Card Industry Security Standards Council ("PCI") rules and recommendations as amended from time to time.

4. USE OF TECHNOLOGY AND INTELLECTUAL PROPERTY

4.1 Use of Continental's Name, Logo and Other Intellectual Property

Continental's intellectual property, including without limitation its name, logos, trademarks, copyrights and proprietary technology and that of its subsidiaries represents great value to the company. Suppliers may not use the intellectual property of Continental without Continental's express written permission.

4.2 Use of Third Party Intellectual Property

In the course of providing goods or services to Continental, Suppliers shall not knowingly infringe the intellectual property rights of any third party.

5. SUPPLIER DIVERSITY

Continental values diversity among its employees as well as its Suppliers. It is the policy of Continental to seek-out and promote the engagement of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (“Diverse Suppliers”) for contracting opportunities with Continental in a manner consistent with efficient contract performance. If any contract awarded to a Supplier has sub-contract opportunities, then Supplier shall also seek-out and promote the engagement of Diverse Suppliers in a manner consistent with efficient contract performance for the performance of such sub-contracts. Supplier shall cooperate with and provide reasonable assistance to Continental in order to facilitate any government reporting related to the use of Diverse Suppliers.

Continental also requests and encourages Suppliers (except Diverse Suppliers) who receive subcontracts in excess of \$550,000, (\$1,000,000 for construction) to adopt a sub-contracting plan that complies with the requirements of the clause at 48 C.F.R. 52.219-9, “Small Business Subcontracting Plan.”

Any Supplier that asserts that it qualifies for the status of a Diverse Supplier shall ensure that it qualifies for such status as specified under 48 C.F.R. 52.219-8.

6. AIRPORT SERVICES

Any Suppliers that provide services at airport locations shall comply with applicable Laws, including those promulgated by the governing authority of such airport(s).

7. FEDERAL ACQUISITION REGULATIONS

In addition to and without limiting the requirements of §2.2 (Employment Practices) and §5 (Supplier Diversity) above relating to compliance with Federal Acquisition Regulations, any Supplier that provides goods or services in the United States under a contract with an aggregate value in excess of \$5,000,000 shall comply with the provisions of 48 C.F.R. 52.203-13 (Contractor Code of Business Ethics and Conduct) and 48 C.F.R. 52.203-14 (Display of Hotline Poster(s)), unless the Supplier’s contract is for the acquisition of a commercial item(s) (as defined under 48 C.F.R. 2.101).

Without limiting the foregoing, any Supplier that provides services in the United States under a construction contract or a contract with an aggregate value in excess of \$3,000 shall comply with the provisions of 48 C.F.R. 52.222-54 (Employment Eligibility Verification “e-Verify”).

8. RELATIONSHIPS WITH CONTINENTAL EMPLOYEES

8.1 Business Gifts and Entertainment

Continental employees cannot accept gifts, loans, services, hospitality or entertainment from a Supplier, that under the circumstances are reasonably considered lavish or excessive (“Gifts”), and Suppliers shall not provide or offer such Gifts.

8.2 Compensation, Benefits or Rewards to Continental Employees

Continental employees, acting on their own behalf or on behalf of any third party, cannot ask for or receive salaries, fees, commissions or any other type of personal compensation, rebates or rewards (“Fees”) from Suppliers, and Suppliers shall not pay such Fees and should notify Continental management or the Continental Ethics and Compliance Program Director (see contact information in §9 below) if any such Fees are requested by a Continental employee.

8.3 Brokers and Intermediaries

If a Supplier pays a fee, commission or any other remuneration to a broker or other third party for introductions to Continental or to facilitate commercial transactions with Continental, then such Supplier shall provide written notice to its Continental representative identifying such third party and describing the nature of the relationship of such party to the Supplier and scope of the services provided. This requirement shall not apply to attorneys, insurance brokers, accountants or other third parties that provide support to facilitate commercial transactions with Continental.

9. KEY CONTACTS

Suppliers are encouraged to discuss any questions or concerns relating to these Guidelines and to report unethical or illegal behavior of Continental employees to their Continental representative. If carrying out such discussion with the Supplier’s Continental representative is impractical for any reason, then the Supplier may contact **Continental’s Ethics and Compliance Program Director** by email at ethics@coair.com or by phone at 713-324-5398. Arrangements can be made with Continental’s Ethics and Compliance Program Director to restrict disclosure of such discussions within Continental’s organization.

Safety concerns about any unsafe working conditions and workplace hazards should be addressed to the Supplier’s Continental representative or as otherwise directed by Continental.

Concerns about spills, pollution and disposal of waste should be addressed to the Supplier’s Continental representative or as otherwise directed by Continental.