

Aceto Corporation
Corporate Trading Policy
May 10, 2016

I. PREAMBLE

A. This document (the “Policy”) contains the policy of Aceto Corporation, a New York corporation (“Aceto”), and its subsidiaries (Aceto, collectively with its subsidiaries, the “Aceto Companies,” “we” or “us”) concerning the Trading of Aceto Securities and securities of companies that we do business with in certain circumstances (“Other Securities”). This Policy is intended to preserve the reputation and integrity of the Aceto Companies as well as that of all persons affiliated with us. Capitalized terms used herein are defined in Section II of this Policy.

B. This Policy applies to all directors, officers, employees and agents of the Aceto Companies (agents of the Aceto Companies include their respective independent contractors, consultants, accountants and attorneys) located in and outside of the United States alike. When we refer to “you” or to “directors, officers, employees, or agents” in this Policy, in addition to you, we also mean members of your family who reside with you, any other persons with whom you share a household, persons who are your economic dependents, any family members who do not live in your household but whose transactions in Aceto securities are directed by you or are subject to your influence or control (such as parents or children who consult with you before they Trade in Aceto securities), and any entity controlled by you or by any of your foregoing related persons. We will regard Trades made at your direction or at the direction of those named in the preceding sentence as Trades made by you. Accordingly, you are responsible for the transactions of these persons and, therefore, should make them aware of the need to confer with you before they Trade in Aceto Securities or Other Securities, and you should treat all such transactions for the purposes of this Policy and applicable securities laws as if the transactions were for your own account.

C. As more fully discussed in Section VII below, the penalties for Trading on Material Non-Public Information under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) are severe, and could include significant fines and imprisonment. Violation of this Policy could cause extreme embarrassment and possible legal liability to you and the Aceto Companies. Accordingly, the Aceto Companies will insist upon strict compliance with this Policy.

D. This Policy continues to apply to any and all transactions in Aceto Securities and Other Securities, except for the Policy Exceptions, following termination of service to the Aceto Companies. If an individual is in possession of Material Non-Public Information when his or her service terminates, that individual may not Trade in Aceto Securities or Other Securities until that information has become public or is no longer material. The pre-clearance procedures specified in Section V below, however, will cease to apply to transactions in Aceto Securities upon the expiration of any Black-Out Period applicable at the time of the termination of service.

E. The directors, officers, employees and agents of the Aceto Companies must act in a manner that does not misuse material financial or other information that has not been publicly disclosed. A failure to do so breaches Aceto’s Code of Business Conduct and will result in sanctions, which may include dismissal for cause.

F. Insider trading in Aceto's Securities or Other Securities, and communicating nonpublic information concerning the Aceto Companies or other companies that we do business with to others (commonly referred to as, "tipping") who may then Trade in Aceto's Securities or Other Securities violates laws that impose strict penalties upon both companies and individuals, including both financial sanctions and prison. "Tipping" results in civil and criminal liability for the insider of a company who communicates such information, even if such insider does not actually Trade himself, and for the person who received the information if the person has reason to know that it was improper disclosure and acts on such information or passes it on to others who may act on it. When calculating the civil and criminal liability of a "tipper," a tipper may be held responsible for the profits of his "tippees." This means that the tipper may be required to pay back to the government all of the profits received by his tippee (and others in the chain of the tip), even if the tipper did not actually profit. Similarly, the profits of a tippee may be used to calculate the prison sentence of the tipper, which may extend the length of any sentence.

This Policy is intended to assure compliance with these laws, and has been adopted by Aceto's Board of Directors (the "Board"). The ultimate responsibility for complying with this Policy and applicable laws and regulations, however, rests with you. You should use your best judgment and consult with your legal and financial advisors, as needed.

G. This Policy applies to any and all transactions in Aceto Securities and Other Securities, except for the Policy Exceptions outlined below.

H. This Policy does not apply to the following transactions (collectively, the "Policy Exceptions"):

(i) Stock Option Exercises. This Policy does not apply to the exercise of any employee stock option acquired pursuant to Aceto's equity plans pursuant to which a person elects (x) to pay the exercise price for such shares to Aceto directly or (y) to have Aceto withhold shares in order to satisfy the purchase price for such employee stock option. In addition, this Policy does not apply to the exercise of a tax withholding right pursuant to which a person has elected to have Aceto withhold shares subject to an option to satisfy tax withholding requirements. This Policy does apply, however, to any sale of stock as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option. In addition, any transactions involving the shares acquired pursuant to the exercise of such stock options are subject to this Policy.

(ii) Restricted Stock Awards. This Policy does not apply to the vesting of restricted stock, or to the vesting of a tax withholding right pursuant to which you elect to have Aceto withhold shares of stock to satisfy tax withholding requirements upon the vesting of any restricted stock. This Policy does apply, however, to any market sale of shares issued pursuant to a restricted stock award.

(iii) Restricted Stock Units Awards. This Policy does not apply to the vesting of restricted stock units, or to the vesting of a tax withholding right pursuant to which you elect to have Aceto withhold shares of restricted stock (to the extent applicable) to satisfy tax withholding requirements upon settlement of a restricted stock unit award. This Policy does apply, however, to any market sale of shares issued pursuant to a restricted stock unit award.

(iv) Transactions with Aceto. This Policy does not apply to the purchase of Aceto Securities from Aceto or the sale of Aceto Securities to Aceto.

I. You are permitted to enter into Rule 10b5-1 plans for Trading in Aceto Securities. Rule 10b5-1 and the General Rules and Regulations under the Exchange Act provide an affirmative defense to insider trading liability. To be eligible for this affirmative defense, the Rule 10b5-1 plan must be approved by Aceto's Corporate Secretary and the plan must meet all of the requirements of Rule 10b5-1. A Rule

10b5-1 plan may only be entered into at a time when you do not know of any Material Non-Public Information. Additionally, the Rule 10b5-1 plan must specify the amount, pricing and timing of the Trades in advance, or must delegate discretion on these matters to an independent third party. You must not separately enter into a corresponding or hedging transaction or position with respect to the Aceto Securities Traded pursuant to the Rule 10b5-1 plan. Once entered into, you may not exercise any influence over the amount of Aceto Securities to be Traded, the price at which they are to be Traded or the date of the Trade. For the avoidance of doubt, you may not enter into a Rule 10b5-1 plan during any Black-Out Periods.

J. Although Aceto encourages directors, officers, employees and agents to hold Aceto Securities as a long-term investment, all personnel must recognize that Trading in Aceto Securities may be prohibited at a particular time because of the existence of Material Non-Public Information. Anyone purchasing Aceto Securities must consider the inherent risk that a sale of the securities could be prohibited at a time he or she might desire to sell them. The next opportunity to sell might not occur until after an extended period, during which the market price of the securities might decline.

K. Aceto may permit bona fide gifts of Aceto Securities during periods when Trading is restricted, with the consent of Aceto's Corporate Secretary or Chief Financial Officer or their designee(s). Whether a gift is bona fide will depend on the circumstances surrounding the gift, such as whether the gift is made to a charity or to a relative or friend of the donor and whether the shares are to be sold immediately thereafter. If you intend to make a gift during periods when Trading is restricted, you must review the gift transaction with our Corporate Secretary or our Chief Financial Officer prior to making the gift.

L. This Policy supersedes any previous policy of Aceto concerning insider trading. In the event of any conflict or inconsistency between this Policy and any other materials previously distributed by the Aceto Companies concerning insider trading, this Policy shall govern.

M. Aceto reserves the right to amend and interpret this Policy from time to time in its sole discretion.

N. Directors, officers and employees should keep Non-Ordinary Black-Out Periods and information concerning the operation of this Policy in strict confidence, since knowledge of Non-Ordinary Black-Out Periods and decisions made pursuant to this Policy could itself constitute Material Non-Public Information.

II. DEFINITIONS

A. "Aceto Insiders" include all employees of any of the Aceto Companies who, by virtue of their position, are more likely to have access to Material Non-Public information. Aceto Insiders include, but are not limited to:

(i) all executive officers of any of the Aceto Companies as determined from time to time by the Board; and

(ii) all employees of any of the Aceto Companies who are directly involved in the preparation of (a) Aceto's consolidated financial statements or have access to information from those financial statements while they are being prepared or (b) reports involving such financial statements that Aceto files with the United States Securities and Exchange Commission (the "SEC"), as determined from time to time by Aceto's Chief Financial Officer and Corporate Secretary.

B. "Aceto Securities" include Aceto common stock, preferred stock and options on Aceto stock, and any other type of securities that Aceto may issue, including but not limited to, convertible debentures and

warrants, bonds, promissory notes and derivative securities that are not issued by Aceto, such as exchanged-traded put or call options or swaps related to Aceto Securities.

C. “Black-Out Period” means an Earnings Black-Out Period or a Non-Ordinary Black-Out Period.

D. “Earnings Black-Out Period” means the period beginning on the twenty-first (21st) day before the end of each of Aceto’s four fiscal quarters and ending when two Full Trading Days have elapsed after the public release of earnings by Aceto for each of Aceto’s four fiscal quarters. To the extent a second Earnings Black-Out Period begins during the duration of an existing Earnings Black-Out Period, the Earnings Black-Out Period will continue for the duration of the Earnings Black-Out Period that expires on the latest date.

E. “Full Trading Day” a Full Trading Day has elapsed when, after the public disclosure, Trading in the security has opened for Trading and closed.

F. “Material Non-Public Information” means any information regarding any of the Aceto Companies or an issuer of Other Securities that is considered material and non-public. The definitions of “**material**” and “**non-public**” are important to understanding whether this Policy applies to a given transaction.

(i) Material Information: Any information, positive or negative, is “material” if a reasonable investor is likely to consider it important in a decision to buy, sell or hold securities. Any information that could be expected to alter the market price of Aceto Securities or Other Securities should be considered material. Information may be material for this purpose even if it would not alone determine the investor’s decision. There is no bright-line standard for assessing materiality, rather it is based on an assessment of all facts and circumstances. While it is not possible to define all categories of material information, see Appendix A for examples of information that likely would be “material.”

(ii) Non-Public Information: Information is non-public if it has not yet either been filed by Aceto or the issuer of Other Securities, as applicable, with the SEC, or included in a financial press release of Aceto or of the issuer of Other Securities, as applicable, that has been broadly disseminated to the investing public. Unless Aceto or of the issuer of Other Securities, as applicable, publicly confirms information reported in wire service dispatches and other news media, market letters or other third-party sources, such information may still be considered non-public. You should be aware that it is Aceto’s policy not to comment on such information.

For purposes of this Policy, once all material information is publicly disseminated, Trading can occur after 11:59 p.m. EST on the trading day immediately following the day on which such information was first publicly disclosed (the “Disclosure Date”) if such information was publicly disclosed at or prior to 10:00 a.m. EST on the Disclosure Date, or in the alternate, if such information was publicly disclosed after 10:00 a.m. EST on the Disclosure Date, after 11:59 p.m. EST on the second (2nd) trading day following the Disclosure Date. Therefore, if an announcement is made before the commencement of Trading on a Monday, you may Trade in the Aceto Securities or Other Securities, as applicable, starting on the Wednesday of that week, because two (2) full trading days would have elapsed by then (all of Monday and Tuesday). If the announcement is made on Monday after 10:00 a.m. EST, you may not Trade in the Aceto Securities or Other Securities, as applicable, until Thursday. Release of some material information does not allow covered persons to Trade if other material information remains undisclosed. Please consult Aceto’s General Counsel if you are uncertain when Trading may commence following an announcement.

If you are not sure whether information is considered material or non-public, you should either consult with Aceto's General Counsel or assume that the information is material and non-public and treat it accordingly.

G. "Non-Ordinary Black-Out Period" means any specific restricted period designated in writing by Aceto's Corporate Secretary in light of the fact that events occurring outside of Earnings Black-Out Periods may cause some directors, officers, employees and agents to be aware of Material Non-Public Information. Such Non-Ordinary Black-Out Periods may be imposed as a result of, among other things, an event, development, contingency or potential transaction that may be material to any of the Aceto Companies. Aceto's Corporate Secretary will determine whether to advise any director, employee or agent of the establishment of a Non-Ordinary Black-Out Period, and whether Trading in Other Securities shall be prohibited during a Non-Ordinary Black-Out Period. The existence of a Non-Ordinary Black-Out may be announced only to those who are aware of the event giving rise to the blackout period.

H. "Section 16 Officers" are those employees of any of the Aceto Companies who have received notification from Aceto's Corporate Secretary or General Counsel that he or she is obligated to file security ownership reports with the SEC pursuant to Section 16(a) of the Exchange Act.

I. "Trade" or "Trading" includes buying or selling, as well as writing options, including puts and calls. As discussed above, Trading may not include making a bona fide gift. If you have questions about what constitutes a bona fide gift, please contact Aceto's Chief Financial Officer or Corporate Secretary.

III. PROHIBITIONS FOR ALL DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF THE ACETO COMPANIES

All directors, officers, employees and agents of the Aceto Companies must not:

A. Purchase, sell or otherwise transfer, directly or indirectly, Aceto Securities or Other Securities, as applicable, while you are aware of Material Non-Public Information or you are aware that any of the Aceto Companies is in possession of material non-public information (often called "inside information"). You are subject to liability if you Trade at the time you possess Material Non-Public Information, without regard to whether your decision to Trade was based on that information.

B. Disclose any Material Non-Public Information to another employee or agent of any of the Aceto Companies (except on a need-to-know basis), family members, friends or any other third party. In addition to your general obligations to maintain the confidentiality of information obtained through your employment or affiliation with the Aceto Companies, this is intended to assure that no director, officer, employee or agent of any of the Aceto Companies becomes a "tipper," liable for the trading activities of his or her "tippee," as discussed above.

C. If you have been provided notice of, or are otherwise aware of, a Non-Ordinary Black-Out Period Purchase, sell or otherwise transfer, directly or indirectly, Aceto Securities or Other Securities, as applicable, during such Non-Ordinary Black-Out Period. If you are made aware of a Non-Ordinary Black-Out Period, you should not disclose the existence of such Non-Ordinary Black-Out Period to any other person. Whether or not you are designated as being subject to a Non-Ordinary Black-Out Period, whether or not you received notice of the Non-Ordinary Black-Out Period from the Corporation Secretary of General Counsel, you still have the obligation not to Trade while aware of Material Non-Public Information.

The foregoing prohibitions against Trading on or disclosing inside information generally reflects the requirements of law as well as Aceto policy. It is impossible to overstate the importance

of understanding and complying with the insider trading laws. You need not be an officer or senior executive of any of the Aceto Companies to be subject to the insider trading laws. Any employee is subject to prosecution for a violation. As more fully discussed below, a breach of this Policy probably will constitute a serious legal violation as well.

D. Enter into a short sale of Aceto Securities (meaning a sale of securities which are not then owned), including a sale against the box (meaning a sale with delayed delivery).

E. Issue standing orders (except standing orders under approved Rule 10b5-1 plans). Standing orders pose the risk that your broker could execute a transaction on your behalf when you are in possession of Material Non-Public Information.

Further, securities held in a margin account may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. A margin sale or foreclosure sale may occur at a time when the pledgor is aware of Material Non-Public Information or otherwise is not permitted to Trade in Aceto Securities. Consequently, you are discouraged from holding Aceto Securities in a margin account or pledging Aceto Securities as collateral for a loan.

F. Enter into a hedging or monetization transaction, including without limitation zero-cost collars and forward sale contracts, or other similar arrangement with respect to Aceto Securities.

G. Buy or sell puts or calls or other derivative securities on Aceto Securities. (You may, of course, exercise any stock options granted to you by Aceto, in accordance with their terms.)

H. Disclose, without proper authorization, internal information about any of the Aceto Companies (or confidential information about our customers or vendors or other companies with whom we may be doing business), whether or not for the purpose of facilitating improper Trading in Aceto Securities or Other Securities. You should not discuss internal matters or developments with anyone outside of the Aceto Companies or with co-workers who are not involved in such matters, except as required in the performance of your regular duties on behalf of the Aceto Companies.

This prohibition on disclosing confidential information applies specifically (but not exclusively) to inquiries about any of the Aceto Companies which may be made by the financial press, investment analysts or others in the financial community. It is important that all such communications on behalf of the Aceto Companies be made only pursuant to Aceto's disclosure policy. Aceto is required under Regulation FD of the U.S. federal securities laws to avoid the selective disclosure of material non-public information. Aceto has established procedures for releasing information in a manner that is designed to achieve broad public dissemination of the information. Unless you are expressly authorized to the contrary, if you receive any inquires of this nature, you should decline comment and refer the inquiry to Aceto's Chief Executive Officer or General Counsel.

I. Disclose or discuss information about any of the Aceto Companies on the Internet or any social media and, more specifically, in forums such as chat rooms or blogs where companies and their prospects are discussed. The posts in these forums are typically made by unsophisticated investors who are sometimes poorly informed and generally are carelessly stated or, in some cases, malicious or manipulative and intended to benefit their own stock positions. Despite any inaccuracies that may exist (and often there are many), posts in these forums can result in the disclosure of Material Non-Public Information and may bring significant legal and financial risk and are, therefore, prohibited without exception. Any post that is made by any person with access to Material Non-Public Information, or

information supplied by any such person for someone else to post, will be treated as a violation of this Policy.

IV. ADDITIONAL PROHIBITIONS FOR ACETO INSIDERS

To avoid even the appearance of impropriety, Aceto Insiders are subject to additional prohibitions. Specifically, Aceto Insiders:

- A. Are subject to all the restrictions set forth in Section III above.
- B. May not Trade in Aceto Securities during any Earnings Black-Out Period.
- C. May not pledge Aceto Securities as security or collateral for a loan or hold Aceto Securities in a margin account.
- D. May not place standing orders with brokers for automatic execution of transactions in Aceto Securities, unless such orders are established pursuant to a qualified Rule 10b5-1 plan that has been approved by Aceto's Corporate Secretary.

V. ADDITIONAL PROHIBITIONS FOR DIRECTORS AND SECTION 16 OFFICERS OF THE ACETO COMPANIES

To avoid even the appearance of impropriety, directors and Section 16 Officers of any of the Aceto Companies are subject to even further prohibitions. Specifically, all directors and Section 16 Officers of the Aceto Companies:

- A. Are subject to all the restrictions set forth in Sections III and IV above.
- B. May not Trade Aceto Securities without first obtaining prior clearance from Aceto's Corporate Secretary or Chief Financial Officer or their designee(s), even if no Black-Out Period is in effect. Each proposed transaction will be evaluated to determine if it raises insider trading concerns or other concerns under the federal or state securities laws and regulations. Any advice will relate solely to the restraints imposed by law and will not constitute advice regarding the investment aspects of any transaction. Pre-clearance requests will not be granted during any Black-Out Period. Further, Aceto's Corporate Secretary and/or Chief Financial Officer may exercise discretion in determining whether to alert the requestor of the reason(s) for denial of pre-clearance, whether based on the pendency of a Black-Out Period or any other reason. If clearance is denied, the fact of such denial must be kept confidential by the person requesting such clearance.
- C. Any Director or Section 16 Officer seeking to pre-clear a Trade in Aceto Securities must notify the Director of Human Resources in writing of the desire to conduct a Trade in advance of the of the proposed Trade. The request for pre-clearance must state the date on which the proposed Trade will occur, and identify the broker-dealer or any other investment professional responsible for executing the Trade. The Director of Human Resources, in consultation with Aceto's Chief Financial Officer and Corporate Secretary, is obligated to inform the requesting individual of a decision with respect to the request as soon as possible after considering the circumstances either of them deems relevant to a determination. Once the Director of Human Resources has responded to a request, a written record of the request and the decision must be prepared and filed in Aceto's records. If, after receiving pre-clearance, the Trade does not occur on the date proposed or the next trading day, the requestor must reinstitute the pre-clearance process.

D. Even if approval to Trade pursuant to the pre-clearance process is obtained in writing, the requestor (and/or any other related person or entity) may **NOT** Trade in Aceto's Securities if he or she is aware of Material Non-Public Information about any of the Aceto Companies.

E. May not buy and sell, or sell and buy, any Aceto equity security within a period of less than six months except that all transactions involving Aceto's employee benefit plans including transactions involving stock options, restricted stock awards and stock appreciation rights are exempt as long as all the requirements of Rule 16b-3 of the General Rules and Regulations under the Exchange Act are satisfied. The short-swing profits realized from any such prohibited transaction must be disgorged to Aceto pursuant to Section 16(b) of the Exchange Act.

F. May not Trade Aceto Securities without complying with Rule 144 of the General Rules and Regulations under the Securities Act of 1933, as amended.

VI. TRAININGS REGARDING INSIDER TRADING

All directors, officers and employees of the Aceto Companies are required to annually attend training sessions hosted or recommended by the Aceto Companies regarding the laws governing insider trading.

VII. COMPLIANCE WITH THIS POLICY; CONSEQUENCES OF VIOLATION

A. All directors, officers, employees, and agents of the Aceto Companies must follow the procedures outlined in this Policy, must report any violation of this Policy immediately to Aceto's Chief Executive Officer or General Counsel or the Chair of the Audit Committee of the Board, and must cooperate fully with any investigation regarding any potential violation of this Policy. Adhering to this Policy is a condition of employment or affiliation with any of the Aceto Companies. The Aceto Companies must have the opportunity to investigate and remedy any alleged violations or employee concerns, and each employee must ensure that the Aceto Companies have an opportunity to undertake such an investigation. If you have questions about the requirements of this Policy, your obligations with respect to this Policy or specific questions regarding transactions in Aceto Securities or Other Securities, please contact Aceto's General Counsel. However, you should remember that you ultimately are responsible for your own compliance with this Policy and for the compliance of members of your immediate family or other persons with whom you share a household, persons who are your economic dependents, and any person over whom, or entity over which, you have control. If you have any doubt as to your responsibilities under this Policy, seek clarification and guidance before you act. Do not try to resolve uncertainties on your own. If your securities transactions become the subject of investigation, they will be viewed by the SEC after the fact with the benefit of hindsight.

B. The penalties for Trading on Material Non-Public Information under the Securities Exchange Act of 1934, as amended (the "Exchange Act") are severe, and could include significant fines and imprisonment. The Aceto Companies consider strict compliance with this Policy to be a matter of utmost importance. We would consider any violation of this Policy by any covered person as a threat to our reputation. Violation of this Policy could cause extreme embarrassment and possible legal liability to you and the Aceto Companies. Violations of the letter or spirit of this Policy will be grounds for demotion or immediate dismissal from the Aceto Companies. Violation of this Policy might expose the violator to severe criminal penalties, including fines of up to \$5 million (no matter how small the profit) and imprisonment for up to 20 years, or both, and civil penalties to the SEC of up to three times the profit gained or loss avoided as a result of the violation. In addition violators may be subject to civil liability to any person injured by the violation. The monetary damages to persons injured may be as much as three times the profit realized or loss avoided by the violator, as well as the attorney's fees of the persons

injured. Additionally, persons who, at the time of the violation, directly or indirectly “controlled” the person who committed the violation are subject to civil penalties of up to the greater of \$1 million or three times the profit gained or loss avoided as a result of the controlled person's violation. The potential for such controlling person's liability is particularly important for Aceto, because Aceto (and possibly directors and certain officers of the Aceto Companies) may be considered to “control” employees of the Aceto Companies for this purpose. In view of the potential legal exposure faced by the Aceto Companies, as well as the potential for significant damage to its business and public relations, the Aceto Companies will insist upon strict compliance with this Policy. Directors, officers and other supervisory personnel are also subject to potential liability for insider trading based on violations by persons under their supervision if violations are not reported, addressed and prevented, where possible.

C. Any sanctions, expenses or losses imposed upon a director, employee or agent of the Aceto Companies for violation of insider trading laws will be the sole responsibility of the individual. None of the Aceto Companies will advance expenses or indemnify the individual for these costs. Furthermore, such costs, as well as attorney’s fees incurred in the defense of claims for such costs, are excluded from coverage under Aceto’s directors and officers liability insurance policy.

VIII. CERTIFICATION

All directors, officers, employees, and agents of the Aceto Companies subject to the procedures set forth in this Policy must certify their understanding of, and intent to comply with, this Policy. Any person who violates this Policy may be subject to disciplinary action by the Aceto Companies, including immediate termination of employment for cause.

Appendix A
“Material” Information

While it is not possible to identify all categories of material information, the following are reasonably likely to be viewed as material:

- Earnings or expectations for the quarter or the year;
- Projections of future earnings or losses, forecasts, budgets or other earnings guidance;
- Changes to previously announced earnings guidance, or the decision to suspend earnings guidance;
- Internal information about revenues, earnings or other aspects of financial performance which departs in any way from what the market would expect based upon prior disclosures;
- A pending, proposed or potential merger, acquisition, or tender offer;
- A pending, proposed or potential acquisition or disposition of a significant asset;
- A pending, proposed or potential joint venture or strategic alliance;
- A pending or proposed restructuring of any of the Aceto Companies;
- Significant related party transactions;
- Major events regarding the Aceto Securities, such as a dividend or change in dividend policy, the declaration of a stock split, or an offering of additional securities;
- Unannounced senior management or control changes;
- Labor disputes;
- Proposals, plans or agreements, even if preliminary in nature, for bank borrowings or other financing transactions outside of the ordinary course of business;
- Significant changes in liquidity or borrowings;
- The establishment of a repurchase program for Aceto Securities;
- A change in pricing or cost structure;
- Major marketing changes;
- A change in auditors or notification that the auditor’s reports may no longer be relied upon;
- Substantial change in accounting methods;
- Development, launch or discontinuation of a significant new product, process or service;

- Regulatory approval or disapproval of a product;
- Pending or threatened regulatory proceeding or investigation, or the resolution of such proceeding or investigation;
- Pending or threatened significant litigation, or the resolution of such litigation;
- Impending bankruptcy or the existence of severe liquidity problems;
- Significant disputes with a significant customer or supplier;
- The gain or loss of, or change in the terms of any contract with, a significant customer or supplier;
- Significant write-downs in assets or increases in reserves;
- Public offerings or private sales of debt or equity securities;
- Important business developments; and
- The imposition of a ban on Trading in Aceto Securities or the securities of another company.

We emphasize that this list is merely illustrative. In addition to historical information, information which is forward-looking or contingent may be material. When in doubt, information should be presumed to be “material.”

Material information is not limited to historical facts but may also include projections and forecasts. With respect to a future event, such as a merger, acquisition or introduction of a new product, the point at which negotiations or product development are determined to be material is determined by balancing the probability that the event will occur against the magnitude of the effect the event would have on a company’s operations or stock price should it occur. Thus, information concerning an event that would have a significant effect on stock price, such as a merger, may be material even if the possibility that the event will occur is relatively low. Importantly, material information includes not just information that you are aware is material, but also information that a reasonable person would be expected to know is material.

If you are unsure whether information is material, you should consult Aceto’s General Counsel before making any decision to disclose such information (other than to persons who need to know it in the course of their employment with, or advisory duties to, any of the Aceto Companies) or to Trade in or recommend securities to which that information relates.

ACKNOWLEDGEMENT AND CERTIFICATION

To: Aceto Corporation. (the “Company”)

I, _____, have received a copy of the Aceto Corporation Corporate Trading Policy (the “Policy”), dated May 10, 2016. I have read and understand (or have had explained) the Policy and hereby agree to comply with the requirements of the Policy and agree to be governed by such Policy at all times in connection with the purchase and sale of securities and the confidentiality of material non-public information. I understand that my failure to comply in all respects with the requirements of the Policy is a basis for immediate termination for cause of my employment or other service relationship with the Company or any of its subsidiaries.

(Signature)

(Please print name)

(Date)