

## STANDARD TERMS AND CONDITIONS

### OF THE INTERNATIONAL CHARITABLE FUND “ALLIANCE FOR PUBLIC HEALTH”

#### ON INTEGRITY

A legal entity - a supplier of goods (works, services) (hereinafter referred to as the “Contractor”) under an agreement concluded with the International Charitable Fund “Alliance for Public Health” (hereinafter referred to as the “Customer”), provides the Customer with the following warranties and representations, as well as undertakes the following related obligations that are relevant for the performance or termination of such agreement (hereinafter referred to as the “Agreement”).

#### 1. Compliance with the Sanctions Regime

1.1. The Contractor undertakes and guarantees that:

1.1.1. it has strictly complied and will comply with the requirements of the laws of Ukraine and other regulatory acts of Ukraine regarding the legal regime of the temporarily occupied territories, in particular, it has not carried out and will not carry out its own statutory activities and has not cooperated and will not cooperate in any way with business entities, bodies or officials created/registered in the temporarily occupied territories of Ukraine;

1.1.2. none of the Contractor's funds originate from the Russian Federation or the Republic of Belarus or have been received by it through banks or other financial institutions, the place of residence and/or registration of which are the specified states, the Contractor has no subsidiaries, branches, representative offices and/or other separate divisions in the territory of the specified states;

1.1.3. among the shareholders (members), ultimate beneficial owners and/or members of governing bodies and management of the Contractor there are no citizens of the Russian Federation or the Republic of Belarus and/or persons whose permanent residence (stay, registration) is in the specified states (hereinafter collectively referred to as “Prohibited Individuals”), the Contractor is not a shareholder (member) in other legal entities together with Prohibited Individuals and does not have any business relations with them;

1.1.4. among the shareholders (members) of the Contractor there are no legal entities whose place of residence and/or registration is in the Russian Federation or the Republic of Belarus or whose shareholders (members) with a share of 10% or more or ultimate beneficial owners are Prohibited Individuals (hereinafter collectively referred to as “Prohibited Legal Entities”), the Contractor is not a shareholder (member) in other legal entities together with such Prohibited Legal Entities and does not have any business relations with them, does not own securities of Prohibited Legal Entities;

1.1.5. the Contractor, any of its ultimate beneficial owners, shareholders (members, founders), members of governing bodies, officers and employees, or any agent, affiliate or other person acting on behalf of the Contractor, the Contractor's goods (works, services) are not subject to any economic sanctions regime, and the Contractor complies with the applicable economic sanctions regimes, in particular, it is not affiliated with and does not enter into any relations with individuals or legal entities that are subject to such sanctions. Economic sanctions regimes mean any economic or financial sanctions imposed and regulated by the National Security and Defense Council (NSDC) of Ukraine, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the US Department of State, any other US agency, the UN Security Council, the United Kingdom, the European Union and any of its member states, and/or Switzerland.

1.2. Violation by the Contractor of the relevant warranties and representations regarding compliance with the sanctions regime may be grounds for the Customer to unilaterally terminate the Agreement.

## 2. Non-Admission of Prohibited Practices

2.1. The Customer adheres to high legal and ethical standards in its activities. The Contractor is expected to adhere to at least identical standards, in particular, it undertakes to adhere to a zero-tolerance policy for committing or concealing the following prohibited practices (hereinafter collectively referred to as the “Prohibited Practices”):

2.1.1. **“Fraud”**, which means obtaining (or attempting to obtain) an unfair and/or illegal advantage or financial benefit by deception or concealment of facts;

2.1.2. **«Coercive Practice»**, which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. For avoidance of doubt, this includes without limitation reputational or other impairment or harm, as well as physical harm;

2.1.3. **“Corrupt Practice”**, which means accepting a promise/offer, receiving or demanding for oneself or others, as well as promising/offering, providing a person or, at his/her request, other individuals or legal entities with any benefit for the purpose of improper use/influence on the use of official powers and related opportunities;

2.1.4. **“Collusion”**, which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

2.1.5. **“Abusive Practice”**, which includes the theft, misappropriation, embezzlement, waste or improper use of property, either committed intentionally or through reckless disregard;

2.1.6. **“Obstruction”**, which means (i) deliberately destroying, falsifying, altering or concealing evidence material to an inquiry by the Customer into allegations of the Prohibited Practices, or making false statements in order to materially impede such inquiry; (ii) threatening, harassing or intimidating any party to prevent it from disclosing, or as retaliation for disclosing, its knowledge of matters relevant to the Customer’s inquiry or from pursuing the inquiry; (iii) engaging in acts which impede the exercise of the Customer’s access rights under the Agreement; or (iv) failing to comply with the contractual duty to report the Prohibited Practices to the Customer in a timely manner;

2.1.7. **“Retaliation”**, which means any intentional or reckless act of discrimination, reprisal, harm, harassment or retribution, direct or indirect, which is recommended, threatened, or taken against anyone who either refuses in good faith to participate in the facilitation or commission of any Prohibited Practice, or who in good faith reports suspicion or knowledge of Prohibited Practices;

2.1.8. **“Money laundering”**, which means (i) the conversion or transfer of property, directly or indirectly, knowing that such property is derived from criminal activity, or helping any person who is involved in such activities evade the legal consequences of their actions; (ii) concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property knowing that such property is derived from criminal activity; or (iii) the acquisition, possession or use of property, knowing at time of receipt that such property is derived from criminal activity;

2.1.9. **“Financing of Terrorism”**, which means the provision or collection of funds by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are or will be used, in full or in part, in order to carry out acts of terrorism, in particular:

- for any purpose by an individual terrorist or a terrorist group (organization);

- for organizing, preparing or committing a terrorist act, involvement in the commission of a terrorist act, public calls to commit a terrorist act, creation of a terrorist group (organization), facilitation of the commission of a terrorist act, undergoing terrorist training, crossing the state border of Ukraine for terrorist purposes, carrying out any other terrorist activity, as well as attempts to commit such acts.

2.2. Accordingly, the Contractor undertakes and guarantees that it has not taken part and will not take part in any of the aforementioned Prohibited Practices, and will also facilitate the implementation of the provisions of the Law of Ukraine “On Prevention and Counteraction to the Legalization (Laundering) of Proceeds of Crime, the Financing of Terrorism and the Financing of the Proliferation of Weapons of Mass Destruction” and the International Convention on the Suppression of the Financing of Terrorism, will not take part in any activities that are interpreted or may be interpreted in accordance with the Criminal Code of Ukraine, the Law of Ukraine “On Prevention of Corruption” and other applicable legislation of Ukraine as illegal.

2.3. The Contractor guarantees and undertakes to immediately notify the Customer of any suspicion or any fact that may be interpreted or determined as a Prohibited Practice or incitement to its implementation. The Contractor’s failure to make the appropriate notification or detection of the appropriate practice may be grounds for the Customer to unilaterally terminate the Agreement.

### **3. Safeguarding Commitments**

3.1. The Contractor represents and warrants that it adheres to a policy of absolute intolerance (zero tolerance) to any form of discrimination and manifestations of exploitation, violence, bullying or harassment towards any person, in particular, represents and warrants that it:

3.1.1. does not engage in activities that are incompatible with the rights set forth in the UN Convention on the Rights of the Child, and that it adheres to a policy of zero tolerance for any manifestations of child abuse in its work. The Contractor certifies that it is familiar with the Customer's Child Protection Policy at <https://aph.org.ua/uk/tendery/polityky-i-protsedury/> and undertakes to comply with such Policy, as well as to ensure appropriate familiarization with this Policy of its employees and subcontractors and its employees’ and subcontractors’ compliance with this Policy within the framework of the implementation of the Agreement, which provides for contact of employees or other representatives of the Contractor with children;

3.1.2. adheres to a policy of zero tolerance for any manifestations of sexual exploitation, abuse and harassment (hereinafter referred to as “SEAH”) against any person. By signing the Agreement, the Contractor certifies that it is familiar with the Customer's Protection from SEAH Policy which is posted on the Customer's website at <https://aph.org.ua/uk/tendery/polityky-i-protsedury/> and undertakes to comply with such Policy, as well as to ensure appropriate familiarization with this Policy of its employees and subcontractors and its employees’ and subcontractors’ compliance with this Policy within the framework of the implementation of the Agreement, which provides for contact of employees or other representatives of the Contractor with individuals - beneficiaries of the Customer's programs and projects, including representatives of the communities with which the Customer works.

3.2. If the conclusions of the investigation indicate evidence that a case of violations specified in this paragraph 3 has occurred, cooperation with the Contractor may not include the relevant individual(s). The Customer reserves the right to terminate the Agreement unilaterally at any time by sending a written notice to the Contractor if there are grounds to believe that the Contractor has responded inappropriately to a violation report, regardless of the time of their actual commission.

### **4. Conflict of Interest**

4.1. "Conflict of interest" means a situation in which the Contractor or persons related/affiliated to it has/have interests (financial, organizational, personal, reputational or other) that may complicate the performance of its obligations under the Agreement in an objective, independent and professional manner, or a situation in which it is reasonable to foresee the emergence of such an interest. Therefore, the Contractor shall not use its position or information obtained in connection with the performance of the Agreement to obtain unjustified financial or other benefit for itself or any persons related/affiliated to it, certifies the absence of any conflict of interest in relation to the Agreement and its performance and undertakes to prevent the emergence of a conflict of interest or the appearance of a conflict of interest within the framework of the performance of the Agreement.

4.2. During the term of the Agreement, the Contractor undertakes to notify the Customer of any conflict of interest or a situation that may appear to be a conflict of interest as soon as it becomes aware of such a situation or conflict of interest. The Contractor's failure to disclose any actual or potential conflict of interest or the detection of such a conflict of interest may be grounds for the Customer to unilaterally terminate the Agreement.

5. These Customer's Standard Terms and Conditions on Integrity are deemed to be incorporated into the Agreement by reference to them in the Agreement, including the relevant link, and constitute an integral part of the Agreement.