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e-mail: [office@kernel.ua](mailto:office@kernel.ua); [www.kernel.ua](http://www.kernel.ua)**DEAR PARTNERS,**

We hereby express our respect to you, appreciation of fruitful cooperation and hope for strengthening it in the future.

By following the corporate vision and mission, sharing the values and guiding principles of our Company, we take responsible attitude to the market leadership and the impact that we have on the country, people and companies we work with. We fairly run the business with our business partners, timely respond to requests, bear responsibility for assumed obligations, take a professional approach to the performance of contractual terms.

For us, partnership relations are not just about the achievement of mutually beneficial goals, they are also to facilitate the formation of the Ukrainian business culture, the main principles of which are as follows:

- fair competition
- transparency and honesty
- professionalism
- zero tolerance for corporate fraud and corruption.

For the continuous maintenance of the above mentioned principles, the Company has stipulated the Corporate Code and relevant Policies and introduced a system of penalties for corruption by both our employees and our Partners.

In accordance with the Corporate Code of the Company, the Conflict of Interest Management and Anti-Fraud and Corruption Policy, we:

- strictly eliminate any manifestations of corruption, bribery and fraud within the Company;
- do not accept presents (gifts) and do not participate in the events that may affect the business decision making process;
- counteract the conflict of interest that may result in financial and reputational damages and losses.

We regard the proved facts of non compliance of employees with the specified requirements as unacceptable violations and give them proper assessment and publicity.

Moreover, in accordance with the Company's Procurement Policy, in cases of signs of corruption on the part of the Supplier, we:

- refuse to consider the Supplier's commercial/bid offer
- exclude such Supplier from the list of suppliers with which the Company interacts
- terminate existing contracts with such Supplier and cease any further interaction.

We are sure that your Company also adheres to the highest standards of business ethics. In this regard, we propose to stipulate bilateral assurances and guarantees of joint counteraction to fraud, bribery and corruption, money laundering and financing of terrorism, compliance with the regime of international sanctions in our interaction by introducing the Anti Corruption Clause into agreements to secure mutual obligations on this issue.

We propose the following text of the Anti Corruption Clause:

**Anti Corruption Clause**

1. Each Party hereby represents and warrants to each other that on the date of signing this Agreement by the Parties hereto:
  - 1.1. The Party is not subject to the Sanctions\*.
  - 1.2. The Party does not interact and is not bound by control relations with persons subjected to the Sanctions.
  - 1.3. The Parties shall be fully responsible for compliance with the guarantees and requirements of this Section hereof and undertake to provide permits of relevant authorities in case of transactions with the persons who are subject to legislative restrictions.
2. The Parties shall execute this Agreement and perform related activities in compliance with the highest standards of business ethics and zero tolerance for fraud, bribery and corruption.

- 2.1. The Parties undertake to comply with and ensure compliance with all applicable law, including anti corruption, anti bribery and AML laws and economic sanctions (hereinafter, the Anti Corruption Law), (i) by its Staff\*\* as well as (ii) its subsidiaries and the Staff of such subsidiaries.
- 2.2. The Parties shall ensure that there is no conflict of interest (actual or potential) upon conclusion or during the term of this Agreement and immediately notify each other of actual or potential conflict of interest as soon as the Party becomes aware of it.
- 2.3. The Parties represent and warrant that neither the Staff of the Party nor its Related Parties are public officials or employees of governmental agencies of the relevant country or any state service or department; political party representatives; persons working for the government, close relatives of any of the above persons; and the Parties undertake to immediately notify of such fact as soon as they become aware of it.
- 2.4. During the term of this Agreement, each Party (including its Staff) shall assume obligations not to offer, give, promise or negotiate to provide, directly or indirectly, any money or other property, advantages, privileges, services, intangible assets, other benefits that are promised, offered, provided or received without proper legal grounds (improper benefit), to the representatives of the other Party or their related persons (including the Staff of the other Party) in order to receive, provide or encourage to receive/provide improper/groundless advantages for their own benefit.
- 2.5. The Party will not use funds and/or property received hereunder to finance or support any activities which may violate the Anti Corruption Law.
- 2.6. Each Party shall provide the other Party with written information on all kinds of business hospitality (e.g. business gifts, business events, etc. within the general understanding of the concept of business hospitality) towards the representatives of the other Party in excess of the limits of business hospitality approved on the date of the Agreement.
3. If the Party (including its Staff) breaches its obligations, representations, warranties and commitments stated in the clauses of this section, the other Party shall be entitled to unilaterally terminate the Agreement and to seek reimbursement of damages, losses, penalties and fees caused by the other Party.
4. In the case of actual or suspected violations of the terms and conditions of this Anti Corruption Clause in the implementation of this Agreement, the Party undertakes to immediately notify KERNEL hot line 8 800 50 14 83 (for calls in Ukraine)/(+38 044) 461 88 01 (for international calls) or send relevant information by e mail to [dovira@kernel.ua](mailto:dovira@kernel.ua).

*Sanctions \* shall mean sanctions of the UN Security Council, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the Bureau of Industry and Security of the US Department of Commerce, the US Department of State, the European Union, Ukraine, the United Kingdom or any other country or organization, the resolutions or acts of which are legally binding*

*Staff \*\* shall mean executives, members of management bodies, officers, employees of the Parties hereto as well as any persons who work or act on behalf of the Party (for example: agents, brokers, distributors, subcontractors, joint venturers).*

We believe that responsible business partnership based on the principles of fair competition, transparency, professionalism and zero tolerance for fraud and corruption will contribute to the development of high business conduct standards, economic growth and sustainable development of the anti corruption culture in Ukraine.

**With best regards,  
Chief Human Resources Officer**

**Natalia Khvostova**