

Compliance Obligations

1. Definitions

- 1.1 “Applicable Laws”: all applicable laws, statutes, regulations and codes from time to time in force.
- 1.2 “Customer:
- 1.3 MSI Business Partners Code of Conduct (Annex A to this Schedule).
- 1.4 “Supplier”:

2. Compliance with laws and policies

In performing its obligations under this agreement, the Supplier shall comply with Applicable Laws and the MSI Business Partners Code of Conduct. The Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws which impact on its ability to perform the Services or comply with this agreement.

3. Fraud and Bribery

- 3.1 The Supplier represents and warrants that it is in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, without limitation, the UK Bribery Act 2010, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this agreement and shall procure the same from any persons associated with it and in each case, the Supplier:
 - (a) will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 whether or not such activity, practice or conduct has been carried out in the UK;
 - (b) will not, directly or indirectly, offer, promise, pay, agree to pay, authorise payment of, give, accept or solicit, anything of value to or from a third party in order to secure or reward an improper benefit or improper performance of a function or activity;
 - (c) do or not do any act that will cause or lead the Customer to be in breach of Applicable Laws related to anti-bribery, anti-corruption or fraud; and
 - (d) shall have and maintain in place throughout the term of this agreement its own policies and procedures which constitute adequate procedures under the UK Bribery Act 2010 and enforce them as necessary.
- 3.2 The term “anything of value” includes, without limitation, bribes, kickbacks, a financial advantage or any other benefit, whether in cash or in kind, and whether tangible or intangible.

4. Conflicts of Interest

The Supplier warrants and represents that it has no business, professional, personal or other interest, relationship or connection with any person employed or engaged by the Customer, or any director or member of the Customer that might conflict in any manner or degree with the performance of its obligations under this agreement. The Supplier agrees that if any such

actual or potential conflict of interest arises under this agreement, the Supplier shall immediately inform the Customer in writing of such conflict. The Supplier will follow the Customer's reasonable instructions to mitigate or manage or avoid such conflict.

5. Modern Slavery

- 5.1 The Supplier represents and warrants that it is in compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this agreement.
- 5.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:
- (a) have been convicted of any offence involving slavery or human trafficking; or
 - (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.
- 5.3 The Supplier shall implement due diligence procedures for its subcontractors to ensure that there is no slavery or human trafficking in its supply chains.

6. Money-Laundering and Terrorism

- 6.1 Neither the Supplier, nor any affiliate of the Supplier, is under investigation by any governmental, administrative or regulatory authority for, or has been charged with, or convicted of, money laundering or terrorist related activities.
- 6.2 The Supplier represents and warrants that it is in compliance with all applicable anti-terrorism and anti-money laundering laws, statutes, regulations and codes, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this agreement.
- 6.3 The Supplier is not listed, and to the best of the Supplier's knowledge, no employee, officer or director of the Supplier is listed, on any terrorist or proscribed party list issued by any national or supranational government or organisation.
- 6.4 The Supplier shall not use for the purposes of this agreement any subcontractor who is listed, or whose directors, officers or employees are listed, on any terrorist or proscribed party list issued by any national or supranational government or organisation.

7. Safeguarding

- 7.1 The Supplier must not tolerate any practices which constitute sexual exploitation, abuse and harassment, discrimination, or any form of child abuse by any of its employees or persons associated with the Supplier, and:
- (a) have systems in place which enables individuals to raise concerns;
 - (b) take action to ensure the protection and support of victims of abuse and or/whistleblowers;
 - (c) have procedures in place to respond to, investigate and address concerns of abuse or harm should they occur by the organisations employees or persons

associated with the organisation, including making appropriate reports to authorities.

7.2 If the Supplier works directly with children and vulnerable adults then the Supplier must have processes in place which seek to safeguard and protect the rights of individuals whom they interact with throughout the course of their operations

8. General

8.1 The Supplier shall provide the Customer with all reasonable assistance to enable the Customer to monitor compliance with this Schedule including, without limitation, responding to reasonable requests made by the Customer for information on the Supplier's work practices, provide access to such information and evidence as the Customer shall reasonable require to assess compliance and allowing the Customer to inspect the Supplier's work premises and any housing provided by the Supplier to its employees or subcontractors.

8.2 The Supplier shall promptly provide the Customer with information about any breaches of any of this Schedule or any of the Applicable Laws or the MSI Business Partners Code of Conduct or the Supplier's owned related policies by employees or contractors related to these Services, using the reporting channels set out in the Notice Clause of the Agreement. It shall provide such reasonable information as requested by the Customer for the Customer to comply with its own legal and regulatory obligations and obligations to funders to report such incidents. Alternatively, the concerns can be directed in confidence via email to an independent whistle blowing hotline: speakingup@safecall.co.uk.

8.3 Any breach of this Schedule is a material breach and which the Customer may consider as incapable of remedy. For the avoidance of doubt, if it becomes apparent to the Customer that a sub-contractor engaged by the Supplier in connection with this agreement is or may be involved in slavery or trafficking, this shall also be deemed a material breach.

ANNEX A

MSI's Business Partner's Code of Conduct

1. Introduction

The MSI Partnership, which includes UK-based MSI Reproductive Choices and local MSI organisations (collectively, “**MSI**”), helps women to have children by choice, not chance. MSI does this by providing contraception and safe abortion to women in urban and rural communities all over the world.

MSI expects its Business Partners to share its ethical business principles, as set out in this Code, and to promote these principles to their suppliers, sub-contractors and business partners. A Business Partner's approach to these principles is an important factor in MSI's selection and evaluation process, and acceptance of the Code is a pre-requisite in MSI's contracts with Business Partners.

MSI reserves the right to verify compliance with this Code by asking Business Partners to provide relevant information and also by conducting audits and reviews.

Where breaches of the Code are identified and/or persist, MSI will consider termination of the business relationship with the partner concerned.

Business integrity

Compliance with laws and regulations

Business Partners will comply with all relevant laws, regulations, standards and any applicable international trade (including import and export/reexport controls) and economic laws and regulations, including tax, in the countries in which they operate and hold all licences necessary to operate their business. Where the applicable laws and Code address the same subject and are not in conflict, the highest standard will apply. Should any Code requirement conflict with applicable laws, the highest standards consistent with applicable local laws will apply.

Anti-corruption

Business Partners shall not take any action to violate, or cause their business partners to violate, applicable anti-bribery laws. They shall not engage in or tolerate any form of corruption, bribery, extortion or embezzlement. In particular, they must not promise, offer, authorise, give or accept anything of value, either directly or indirectly through intermediaries, in order to obtain or retain a business or other advantage from a third party, whether public or private.

Conflict of interests

Business Partners must avoid conflicts of interest. They shall not enter into a relationship with an MSI trustee, director, employee or contractor which could lead such trustee, director, employee or contractor to make a decision that would not be in MSI's best interest. Business Partners are expected to disclose to MSI any situation that may appear as a conflict of interest, including any situation where a person working for MSI, or any close relation of such person, has an interest in the Business Partner's business or any kind of economic tie with the Supplier.

Political Contributions and Unauthorised Lobbying

Business Partners are not authorised to make any type of political contribution or charitable donations on behalf of MSI. Business Partners are not authorised to undertake any type of lobbying or other similar representative efforts on behalf of MSI before any kind of government entity, official, body or representative without the express consent of MSI.

Protection of Third Party Rights, Confidential Information and Privacy

Business Partners must safeguard and make only appropriate use of confidential information of their business partners, and shall ensure that valid intellectual property rights are protected. Business

Partners must ensure that they manage personal data in line with applicable laws relating to data privacy and data protection.

Anti-Money Laundering and Anti-Terrorism

Business Partners must comply with the financial crime, anti-money laundering and anti-terrorism laws in all jurisdictions where they carry out their business activities. Business Partners shall not accept, facilitate or support money laundering. Business partners will conduct business only with reputable parties that are engaged in legitimate business activities, with funds derived from legitimate sources. Business partners must not accept funds known to be derived from illegal activities, or engage in any business or other arrangement with any party that is or may be involved with, or supports, terrorism. Business Partners shall not have dealings with any party that is on any US or UK government, or UN, terrorist list, or subject to international economic sanctions.

Human rights and working conditions

Forced Labour

Business Partners shall prohibit any use of forced, bonded, indentured labour or involuntary prison labour. All work shall be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. Business Partners shall not request that workers hand over government issued identification, passports or work permits as a condition of employment.

Child Labour

Business Partners shall work against all forms of child labour. Business Partners must not employ children below the minimum age of employment or the age for completing compulsory education in the applicable country, whichever is the higher. Business Partners must not employ any young workers under the age of 18 to perform any work that is likely to be hazardous or harmful to their health and safety.

Non-discrimination

Business Partners shall not practise any form of discrimination in hiring and employment practices including access to training, promotions and rewards on the grounds of race, colour, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Fair Treatment

Business Partners shall create and maintain an environment that treats all workers with dignity and respect and shall not use any physical abuse, verbal abuse, or sexual or other harassment, or the threat of any of the aforesaid. No harsh or inhumane treatment, coercion or corporal punishment of any kind, or the threat of any of the aforesaid, shall be tolerated.

Wages and Benefits

Business Partners must pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits.

Working Hours

Working hours, including overtime hours, shall comply with all applicable laws or recognised industry standards.

Health and Safety

Business Partners shall provide a safe and hygienic working environment for workers. Adequate steps shall be taken to prevent accidents and injury to health arising out of workplace hazards. Where Business Partners provide housing to workers, it shall be clean and safe, and meet the living and safety conditions standard to the country and area.

Safeguarding

MSI Business Partners will safeguard and protect the rights of children and vulnerable adults with whom they interact in the course of their operations. MSI's Business Partners will prevent any form of abuse, exploitation, neglect or violence within their operation. Business Partners will respond and take appropriate action if any form of abuse should occur, including: listening to and supporting survivors

and/or whistleblowers by maintaining confidentiality and taking steps to protect them from further harm, investigating allegations and taking required disciplinary action where allegations are substantiated. Business Partners will identify potential risks, understand and mitigate those risks particularly in relation to protecting the rights of children and vulnerable adults with whom they interact in the course of their business.

Environmental responsibility

Business partners shall comply with applicable environmental legislation and international standards, including obtaining all required environmental permits and registrations that apply to their business activities. If environmental legislation is not evident or enforced, Business Partners shall adopt responsible practices for managing and, wherever possible, reducing their environmental impact, including optimising the consumption of natural resources and minimising the release of harmful discharges to the environment.

Commitment

Business Partners are encouraged to fulfil the expectations set forth in this Code by allocating appropriate resources.

Monitoring System

Business Partners shall have adequate systems and controls in place to ensure compliance with these standards or equivalent standards. Business Partners' systems and controls shall also apply to any sub-contractors, suppliers and business partners they work with, who are directly or indirectly connected with providing goods and services to MSI.

Consequences in Case of Violations

Business Partners shall address any violations of these standards or equivalent standards that come to their knowledge and take appropriate action. Depending on the severity of the violation, appropriate action could be a request for corrective measures, disciplinary actions or termination of contract with the relevant party.

Reporting

Business Partners are required to promptly report any suspected or known violations of this Code to MSI. Alternatively, the concerns can be directed in confidence via email to an independent whistleblowing hotline: speakingup@safecall.co.uk. MSI will not tolerate retaliation against any person who is trying to do the right thing by raising a concern. A person who makes a good faith report about potential misconduct who experiences retaliation or other adverse action for raising a concern should report this immediately via the channels identified above.

Supplier:

Name:

Signature:

Date: