

# Luminate

Building stronger societies

Institute for Development of Freedom of Information (IDFI)  
3, A. Griboedov Street  
Tbilisi, 0108  
Georgia

## **RE: Grant Agreement**

Dear Institute for Development of Freedom of Information (IDFI):

I am pleased to inform you that Luminate, an autonomous initiative of Omidyar Network Fund, Inc. ("Grantor") has approved a grant to Institute for Development of Freedom of Information (IDFI), a Non-entrepreneurial (non-commercial) legal entity organized under the laws of Georgia ("Grantee"), subject to this letter agreement ("Agreement"). Attachments A, B & C, and the Terms and Conditions, are incorporated by reference. Please read the Attachments and the Terms and Conditions carefully, as they contain important additional information regarding the Grant.

**GRANT AMOUNT:** Up to Three Hundred Ninety Thousand Dollars (\$390,000.00) (the "Grant")

**GRANT TERM:** This Agreement will commence on January 1, 2019 (the "Effective Date") and continue until the earlier of (i) December 31, 2021 (the "Grant Expiration Date"), or (ii) the date on which Grantee has expended all Grant funds, unless otherwise terminated under this Agreement (the "Grant Term").

**GRANT PURPOSE:** To support the Good Governance for Georgia project as more fully described in Attachment A ("the Purpose").

**DISBURSEMENT SCHEDULE:** Disbursements will be payable in accordance with Attachment B and the Terms & Conditions.

**REPORTING SCHEDULE:** Due dates for your reports are in the Reporting Schedule (Attachment C) and are based on your annual accounting period, which ends on: Dec 31.

## **GRANT COMMUNICATIONS**

Please use following contact information for communications regarding the Grant: *Olena Boytsun, oboytsun@luminategroup.com*

If this Agreement correctly sets forth Grantee's understanding of the Grant, please indicate your agreement by signing this Agreement, or by completing the electronic confirmation of the Agreement, which constitutes the legal equivalent of your manual signature with the same binding effect. In all events, accepting, depositing, or otherwise negotiating or using a Grant payment will qualify as Grantee's valid acceptance of this Agreement and all the Terms and Conditions referenced therein. Please keep a copy of the Agreement for your files.

On behalf of Luminate, let me extend our best wishes for the success of your efforts.

*E.K.*

Sincerely,

Stacy Donohue  
*Signature*

Stacy Donohue                      Investment Partner  
*Name*

Accepted by:

***For grant recipient***

Institute for Development of Freedom of Information (IDFI)

*Georgi Kldiashvili*  
*Signature*

Georgi Kldiashvili  
*Name*

*Executive Director*  
*Title*



Date: *01/31/2019*

**Attachment A**

**Grant Purpose:** Project 3G – Good Governance for Georgia - aims at increasing public oversight of state institutions, and increasing transparency and accountability of the government of Georgia.

**Goals:**

|    | Metrics  | Measure               |  |   |                                     |
|----|--|-----------------------|--|---|-------------------------------------|
|    |  | At Time of Investment | Year 1 End - December 31, 2019   | Year 2 End - December 31, 2020  | Year 3 End - December 31, 2021      |
| #1 | <u>Impact created/ Progress</u>  | 14                    | 22   | 31  | 46                                  |
|    | a) Number of revealed and identified corruption cases (cumulative number)<br>b) Breakthrough stories and/or enforcement*   | -                     | 1  | 1   | 2                                   |
| #2 | <u>Learnings</u>   | -                     | 1 case study   | 1 case study  | 2 case studies (1 on regional work) |
|    | a) analysis of negative and positive feedback on policy, coalition and/or project activities of Grantee in Georgia, created within the project (narrative report and # of case studies per year)<br>b) Good Governance events in Georgia organized in cooperation with Grantor, per year | -                     | 2  | 2   | 2                                   |
| #3 | Organizational strength and capacity building**  | -                     | DEI training completed<br><br>Consultation with Ukrainian best practices completed | CEE portfolio cross-country communication, participation in the portfolio gathering, Leadership trainings | TBD                                 |

\*Breakthrough stories would include where improved transparency enabled community members to take actions that (i) improve completed rate of budgeted projects by a margin of more than 20%, (ii) improved the allocation of budgeted funds for social services, or (iii) reduction in public contracting expenditure by at least 25%. Enforcement actions would include (i) arrest or resignation of a government official with accounting line oversight over respective budget; (ii) sanctions against a state or corporation for violation of a national or global anti-corruption laws. All includes both national and regional level. Organizational strength and capacity building\*\* all organized, arranged and confirmed as non-financial support by Grantor.

**Proposed Project Budget:**

|                                | USD            | %             |
|--------------------------------|----------------|---------------|
| <b>Planned income of funds</b> |                | <b>76.92%</b> |
| Administrative expenses (A)    | 31,680         | 8.12%         |
| Office (Of)                    | 25,680         | 6.58%         |
| Material expenses (ME)         | 6,000          | 1.54%         |
| Marketing expenses (M)         | 30,600         | 7.85%         |
| Services (SE)                  | 30,600         | 7.85%         |
| Project expenses (P)           | 237,720        | 60.95%        |
| Staff (S)                      | 178,200        | 45.69%        |
| Services (SE)                  | 26,400         | 6.77%         |
| Other (O)                      | 33,120         | 8.49%         |
| Good Governance Forums         | 90,000         | 23.08%        |
| <b>Total</b>                   | <b>390,000</b> |               |

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**Attachment B**

**Disbursement Schedule**

| #  | AMOUNT       | DISBURSEMENT TYPE<br>UNCONDITIONAL or<br>CONDITIONAL: METRICS,<br>MATCHED GRANTS, or<br>EARNED INCOME | CONDITIONAL GRANTS   |                    |   | TARGET<br>PAYMENT<br>DATE |
|----|--------------|---|----------------------|--------------------|---|---------------------------|
|    |              |   | Period Start<br>Date | Period End<br>Date | Supporting<br>Documentation<br>Due Date |                           |
| #1 | \$130,000.00 | Unconditional   |                      |                    |   | 02/28/2019                |
| #2 | \$130,000.00 | Conditional - Matched<br>Grants   | 01/01/2019           | 12/31/2019         | 01/31/2020                              | 02/29/2020                |
| #3 | \$130,000.00 | Conditional - Metrics   | 01/01/2020           | 12/31/2020         | 01/31/2021                              | 03/31/2021                |

**Disbursement Terms and Conditions:**

**Disbursement #2** Receipt of \$130,000.00 of Matched Grants (as defined below) during the period stated above. Matched Grants is defined as cash grants or donations received by Grantee for the Purpose, excluding the Grant and any other amounts provided by Grantor or its affiliates. Matched Grants shall not include in-kind grants or donations, or commitments to provide cash grants or donations to Grantee. A partial disbursement is permitted in the event that Grantee does not fully meet the condition for this disbursement. Any such partial disbursement shall be determined in the Grantor's discretion, and any unpaid portion of the disbursement shall automatically expire at such time. For purposes of this disbursement, calculations of foreign currency exchange for Matched Grants shall use the closing day rate listed on the Wall Street Journal (or a comparable source mutually agreed upon by the parties) on the final day of the matching period as stated in the disbursement schedule above, unless otherwise agreed by the parties.

**Disbursement #3** Achievement of these disbursement metrics during the period stated above:

|    | Metrics  | Year 2 End - December 31, 2020  |
|----|--|---|
| #1 | a) Number of revealed and identified corruption cases (cumulative number)<br>b) Breakthrough stories and/or enforcement* | 31 (cumulative)<br>1 (new)  |
| #2 | Organizational strength and capacity building**  | DEI training completed<br>Consultation with Ukrainian best practices completed<br>CEE portfolio cross-country communication, participation in the portfolio gathering, Leadership trainings |

\*Breakthrough stories would include where improved transparency enabled community members to take actions that (i) improve completed rate of budgeted projects by a margin of more than 20%, (ii) improved the allocation of budgeted funds for social services, or (iii) reduction in public contracting expenditure by at least 25%. Enforcement actions would include (I) arrest or resignation of a government official with accounting line oversight over respective budget; (ii) sanctions against a state or corporation for violation of a national or global anti-corruption laws. All includes both national and regional level.  
Organizational strength and capacity building\*\* all organized, arranged and confirmed as non-financial

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support by Luminate.

A partial disbursement is permitted in the event that Grantee does not fully meet the condition for this disbursement. Any such partial disbursement shall be determined in the Grantor's discretion, and any unpaid portion of the disbursement shall automatically expire at such time.

In connection with each disbursement, Grantee shall provide a signed wire transfer request to Grantor in the form provided by Grantor.

**Attachment C**  
**Reporting Schedule**

| <b>Due Date</b>   | <b>Report(s) Due</b>           |
|-------------------|--------------------------------|
| April 30, 2019    | Quarterly Unaudited Financials |
| July 31, 2019     | Quarterly Unaudited Financials |
| July 31, 2019     | Audited Financials             |
| July 31, 2019     | Semi-Annual Report             |
| October 31, 2019  | Quarterly Unaudited Financials |
| January 31, 2020  | Quarterly Unaudited Financials |
| February 29, 2020 | Annual Report                  |
| April 30, 2020    | Quarterly Unaudited Financials |
| July 31, 2020     | Quarterly Unaudited Financials |
| July 31, 2020     | Audited Financials             |
| July 31, 2020     | Semi-Annual Report             |
| October 31, 2020  | Quarterly Unaudited Financials |
| January 31, 2021  | Quarterly Unaudited Financials |
| February 28, 2021 | Annual Report                  |
| April 30, 2021    | Quarterly Unaudited Financials |
| July 31, 2021     | Quarterly Unaudited Financials |
| July 31, 2021     | Audited Financials             |
| July 31, 2021     | Semi-Annual Report             |
| October 31, 2021  | Quarterly Unaudited Financials |
| January 31, 2022  | Quarterly Unaudited Financials |
| February 28, 2022 | Final Report                   |

Unaudited Financials. Grantee shall provide Grantor with unaudited financial statements for the project supported by the Grant for such fiscal Quarterly period, including an unaudited balance sheet and unaudited statements of operations and cash flows for the reporting period and year-to-date period, with comparison to the prior year period and the budget.

Annual Audited Financials. Grantee shall have its financial statements audited on an annual basis by an independent third party auditor, which shall be completed no later than six (6) months after the end of each fiscal year.

Semi-Annual Report. The semi-annual report ("Semi-Annual Report") summarizes Grantee's activities and progress toward the goals described in Attachment A.

Annual Report. The Annual Report will include:

- i. a complete narrative of Grantee's activities and use of the Grant (including progress toward the goals described in Attachment A);
- ii. copies of any publications resulting from the Grant, if any; and
- iii. if applicable, an annual operating plan and budget for the project supported by the Grant for the following year.

Final Report. The Final Report will include:

- i. an update to the most recent Annual Report, covering the period between the end of the last Annual Report and the end of the Grant Term, and
- ii. a final summary of the Grantee's use of the Grant for the entire Grant Term



## Terms & Conditions

### Luminate Grant

1. **Grantor Status.** LUMINATE is an autonomous initiative of OMIDYAR NETWORK FUND, INC., which is a nonprofit corporation organized under the laws of the State of Delaware (“Grantor”). Grantor is organized and operated for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Grantor is classified as a private foundation under Section 509(a) of the Code.

2. **Grantee Status.** The Grantee represents and warrants that it is exempt from income taxes under Section 501(c)(3) of the Code and classified as a public charity under Code Section 509(a)(1), (2) or (3), or is a foreign equivalent of such an organization (a “Foreign Public Charity Equivalent” or “FPCE”), or is an international organization within the meaning of Section 7701(a)(18) of the Code, and exempt from federal income tax under Section 892(b) of the Code. Grantee shall use its best efforts to ensure that it remains classified as such for the duration of the Grant Term.

Grantee further represents and warrants that it will use its best efforts to adhere to the Principles, Values & Policies (“Guiding Principles”) established by Grantor, and included as Appendix 1 to these Terms & Conditions. Grantee acknowledges that these Guiding Principles are critical to Grantor’s mission and its grantmaking, and that it is Grantor’s expectation that Grantee will take all appropriate steps to adhere them. Grantee agrees to notify Grantor if at any time Grantee becomes aware of any actions by Grantee that may contravene the Guiding Principles.

3. **Grantee’s Use of Grant Funds During Grant Term.** Grantee shall use the Grant only for the Purpose, and shall repay to Grantor any part of the Grant that is used for any purpose other than the Purpose, unless Grantor provides prior written consent for such use. Grantee shall promptly notify Grantor if Grantee expects at any time that any portion of the Grant will not be spent by the Grant Expiration Date. If no adjustment to the Grant Expiration Date is mutually agreed upon by the parties, Grantee shall repay to Grantor any portion of the Grant which is not spent by the Grant Expiration Date.

Grantee is solely responsible for: (a) all activities supported by the Grant, (b) the content of any product or service created with the Grant, and (c) the manner in which such products or services may be disseminated.

4. **Disbursements.**

a. With respect to each conditional disbursement, Grantee shall provide supporting documentation requested by Grantor, for Grantor to verify the achievement of the applicable conditions. If Grantee fails to provide Grantor with sufficient supporting documentation by the date specified, or Grantor has determined that Grantee has not achieved the applicable condition(s), then such disbursement shall automatically expire.

b. Upon expiration of any disbursement (or portion thereof), the Grant shall automatically be reduced by any such amount.

c. Grantor shall have the right to withhold disbursements under the Grant for Grantees who fail to meet the reporting requirements set forth in the Agreement.

**5. Reporting.**

a. Reporting Obligations. Grantee agrees to provide to Grantor the reports described in Attachment C, and, if applicable, to complete the financial data templates on Grantor's online reporting platform (currently iLevel) as requested by Grantor. All reports should be provided to the Grantor contact listed in the Agreement, and a copy should either be provided to investor@omidyar.com or attached to Grantee's quarterly iLevel submission (if applicable). All reports shall be in writing and signed by an authorized officer, director, or trustee of Grantee.

b. Additional Evaluations, Inquiries, and Reports. From time to time during and after the end of the Grant Term, Grantor may request that Grantee participate in additional evaluations, comply with inquiries, or provide additional reports and information, to assist Grantor in evaluating its grant programs, or to assess Grantee's adherence to the Guiding Principles as stated in Appendix 1. If the additional evaluation is requested to assist Grantor in evaluating its grant programs, and if Grantee believes in good faith that such additional evaluation will place a material financial burden on Grantee, or interfere with the timely performance of Grantee's regular activities, Grantee shall notify Grantor and the parties will agree in advance on terms under which Grantor will reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantee's participation, and/or assist Grantee in obtaining the resources necessary to allow Grantee to participate effectively.

**6. Recordkeeping and Accounting.** Grantee shall maintain a complete and accurate record of the Grant received and expenses incurred pursuant to the Grant, and shall conduct such internal audits as are reasonably required to verify full compliance with this Agreement. Grantee shall retain such books and records for at least four (4) years after the end of the Grant Term, and shall permit Grantor to have reasonable access to its files, records and personnel for the purpose of making such financial audits, program evaluations, or verifications concerning the Grant or this Agreement, as Grantor deems necessary.

**7. No Earmarking.**

a. Lobbying. This Grant is not earmarked for carrying on propaganda or otherwise attempting to influence legislation within the meaning of Section 4945(d)(1) of the Code ("Lobbying"). If Grantor is making a general operating support Grant, Grantor and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Lobbying, even if Grantee's proposal or other communications between Grantor and Grantee express an intent to use Grant funds for Lobbying, and (ii) if Grantee decides to use Grant funds for Lobbying it does so completely independent of Grantor, and if the Grant includes conditional disbursements, Grantee represents and warrants that, for each year of the Grant, the amount funded by Grantor under this Agreement (and any other agreements between the parties) shall not exceed the amount budgeted by Grantee for non-Lobbying activities. If Grantor is making a restricted project Grant, Grantee represents, warrants and agrees that, for each year of the Grant, the amount funded by Grantor for the project described in Attachment A under this Agreement (and any other agreements between the parties) shall not exceed the amount budgeted in

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Attachment A by Grantee for non-Lobbying activities of the project; unless Grantee has signed Grantor's Advocacy Only—Confirmation of No Lobbying letter, which is hereby incorporated into this Agreement, and supersedes the preceding language for a restricted project Grant.

b. Re-Grants. This Grant is not earmarked for re-grant to individuals or organizations (collectively, "Re-Grants"). Grantor and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Re-Grants, (ii) there is no agreement, oral or written, whereby Grantor may cause the selection of Re-Grants, and (iii) any use of Grant funds by Grantee for Re-Grants constitutes a decision of Grantee that is controlled by Grantee and made completely independently of Grantor.

8. **Prohibited Uses.** Notwithstanding anything to the contrary in this Agreement or any other documents relating to the Grant, Grantee shall not use any portion of the Grant for any of the following purposes, and shall implement policies and procedures to prevent diversion of the Grant for any of the following purposes:

a. Public Election; Voter Registration Drive. To influence the outcome of any specific election for candidates to public office, or, for a restricted project Grant, to carry on, directly or indirectly, any voter registration drive, within the meaning of Section 4945(d)(2) of the Code;

b. Any Other Purpose. To undertake any activity for any purpose other than a charitable, scientific or educational purpose within the meaning of Section 170(c)(2)(B) of the Code; or

c. Violation; Private Inurement; Inconsistent Action. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Code.

9. **Termination.**

a. Termination for Cause. If Grantor determines, in its sole discretion, that Grantee has failed to comply with or otherwise breached any term or condition of this Agreement (including, without limitation, any reporting requirements), Grantor may, upon written notice to Grantee, withhold further Grant payments to Grantee and/or terminate this Agreement.

b. Effect of Termination; Survival. Upon termination of this Agreement, Grantor may demand the return of all or part of the Grant funds remaining in Grantee's possession or control, and/or the Grant funds spent in violation of this Agreement. In the event of such demand, Grantee shall immediately repay the requested funds to Grantor. Grantor shall have no liability to Grantee as a result of termination of this Agreement in accordance with this Section 9. The rights and obligations of the parties pursuant to Sections 5-11, 14, and 17-28 shall survive the termination, rescission or expiration of this Agreement.

c. Key-Personnel Termination. Grantee shall provide Grantor with immediate notice of any change (including, but not limited to, a change in role or responsibilities, termination, or resignation) in Grantee's senior leadership, governing body, or key personnel responsible for implementing the Purpose, and Grantor reserves the right to modify the terms of the Grant or discontinue funding and terminate this Agreement in case of any such change.

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10. **Publications; License.** Upon Grantor's request, any publications, studies, research, or other copyrightable works funded by this Grant shall be made available to the public, and shall include the following acknowledgment: "Supported by a grant from Luminate". Grantee grants and agrees to grant to Grantor an irrevocable, perpetual, royalty-free, nonexclusive license to copy, publish and distribute any publications, studies, research or other copyrightable works funded by this Grant.

11. **Publicity.**

a. Grantee.

i. Grantor encourages Grantee to refer to Grantor's name when identifying Grantee's donors and supporters in public forums (e.g., speaking events, press interviews, etc.). However, any public announcement of the Grant by Grantee shall be subject to mutual agreement by Grantor and Grantee with respect to the announcement's content, timing and outreach strategy.

ii. Grantee may include Grantor's name and logo in a general list of Grantee's donors and supporters without prior permission, provided that Grantee treats Grantor in the same manner that it treats its other similarly situated donors and supporters, and provided further that Grantee complies with the terms of Grantor's trademark usage guidelines as provided by Grantor from time to time.

iii. Grantee may disclose the Grant as required by IRS requirements such as disclosure in Grantee's Form 990.

iv. Grantee may disclose the Grant as otherwise required by law, provided that Grantee provides Grantor with at least three (3) business days' advance notice of any such disclosure and agrees to cooperate with Grantor to revise such disclosure as reasonably requested by Grantor.

v. Except as otherwise set forth above, Grantee shall use the name or logo of Grantor or its affiliates, or refer or link to Grantor or its affiliates, directly or indirectly, in any press release, professional or trade publication, website, advertisement, or other public document or announcement, only after receiving prior written consent from Grantor for such use, reference, or link. Grantee shall seek such consent at least three (3) business days in advance of Grantee's proposed publicity, and shall provide the content to be approved, as well as the timing and outreach strategy. Grantee shall send all such information to the Grantor contact named in the Agreement, and shall designate a Grantee point of contact with email address and telephone number for such request and future requests.

b. Grantor. Grantee acknowledges that Grantor shall have the right to disclose the Grant (including amount and description), and use the name and / or logo of Grantee, in any press release, professional or trade publication, website, data set, or other public document or announcement, including without limitation, on Grantor's website, in a general list of Grantor's portfolio companies and supported organizations, in Grantor's information return (Form 990-PF), as part of Grantor's public disclosure in accordance with the International Aid Transparency Initiative (IATI), to industry organizations such as Foundation Center, and as otherwise required by law.

c. Trademarks. Any right granted to Grantor or Grantee to use the other party's logo or any other trademark shall be revocable, non-exclusive and non-transferable, and such party

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agrees to use such logo or trademark only in accordance with any trademark usage guidelines that the other party may provide from time to time. Each party agrees, upon request, to provide samples of such party's usage of the other party's logo or trademarks, and each party agrees to terminate usage of any such logo or trademark if such usage fails to meet the other party's trademark usage guidelines or quality standards or otherwise upon the other party's reasonable request. Each party agrees that any goodwill arising from use of the other party's logo or trademarks shall inure only to the benefit of the other party.

12. **Governance Role Letter.** If Grantor is assuming a governance role with Grantee, Grantee acknowledges and agrees that the Grant is conditioned upon the execution of a letter confirming Grantor's governance role, and Grantee agrees to cause the execution of the letter.

13. **Control.** Grantor and Grantee acknowledge and agree that neither Grantor nor any "disqualified person" with respect to Grantor (within the meaning of Section 4946(a) of the Code) controls the Grantee within the meaning of Section 4942 of the Code.

14. **Indemnity.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its officers, directors, trustees, employees or agents, in applying for, accepting, expending, or carrying out any program or project funded by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of Grantor, its officers, directors, trustees, employees or agents.

15. **No Pledge.** Neither this Agreement nor any other statement, oral or written, express or implied, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.

16. **Compliance with Laws.** Grantee agrees to comply with all applicable laws and regulations during the Grant Term, including, without limitation, the following.

a. **Terrorist Activity.** Grantee represents and warrants that (i) Grantee, its affiliates, directors, officers, employees and agents ("Grantee Parties") do not conduct or support, directly or indirectly, terrorist activity of any kind; (ii) Grantee Parties are not associated or engaged in transactions with any individual or entity that they know or have reason to know advocates, plans, sponsors or engages in terrorist activity, and (iii) Grantee Parties are not owned or controlled by, and do not act for or on behalf of, any individual or entity that they know or have reason to know advocates, plans, sponsors or engages in terrorist activity.

b. **Sanctions.**

i. Grantee represents and warrants that Grantee Parties are not (i) listed in the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of Treasury (the "SDN List"), (ii) owned 50% or more or otherwise controlled by, or acting for or on behalf of, an individual or entity listed on the SDN List, or (iii) otherwise the target of economic or trade sanctions



as administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other U.S. government agency.

ii. Grantee represents and warrants that Grantee Parties are not engaged, directly or indirectly, in transactions with any individual or entity listed on the SDN List or otherwise the target of economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other U.S. government agency.

c. Anti-Money Laundering. Grantee represents and warrants that (i) Grantee Parties do not conduct or support, directly or indirectly, money laundering of any kind; (ii) Grantee Parties are not associated or engaged in transactions with any individual or entity that they know or have reason to know engages in money laundering, and (iii) Grantee Parties are not owned or controlled by, and do not act for or on behalf of, any individual or entity that they know or have reason to know engages in money laundering.

d. Foreign Corrupt Practices. Grantee represents and warrants that Grantee Parties have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value to any government official or employee, any political party, party official or candidate for political office, or any official or employee of a public international organization, for the purpose of influencing any act or decision of such official or of the government or public international organization to obtain or retain business, or direct business to Grantee.

e. Ongoing Compliance; Remedies.

i. Grantee agrees to use its best efforts to ensure that the representations and warranties in this Section remain true and accurate during the Grant Term, and Grantee agrees to promptly notify Grantor if any such representation or warranty ceases to be true and accurate during the Grant Term.

ii. Grantee acknowledges that Grantor is required by U.S. law to ensure that none of Grantor's funds are used directly or indirectly (i) to conduct or support terrorist activity, (ii) to support individuals or entities identified as terrorists, (iii) to support persons or organizations listed on the SDN List or otherwise the target of economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other U.S. government agency, (iv) to conduct or support money laundering, or (v) to make corrupt payments to government officials. Grantee shall use its best efforts to ensure that Grantor's funds are not so used.

iii. To assist Grantor in complying with all applicable laws and regulations, Grantee agrees to provide Grantor such information as Grantor may reasonably request, including, without limitation, information about persons or organizations receiving funds from Grantee.

iv. In the event Grantor has reason to believe that a breach of the terms and conditions of this Section has occurred or may occur, Grantor may immediately terminate this Agreement or withhold further payments until it has received confirmation to its satisfaction that no breach has occurred or will occur. In no event shall Grantor be obligated under this Agreement to take any action or omit to take any action that Grantor believes in good faith would cause it to be in violation of any U.S. laws.

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17. **Relationship of the Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall make no such representation to anyone. Neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to its conflict of laws provisions.

19. **Arbitration.** Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, whether based on contract, tort, statute or other legal or equitable theory shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its applicable rules then in effect. The arbitration shall be conducted in San Mateo County, California, USA, by a sole arbitrator and the award of the arbitrator shall be final and binding, and judgment on the award may be entered, confirmed and enforced in any court having jurisdiction thereof. Except as required by judicial process or by law, no party or arbitrator may disclose the existence, contents or results of any arbitration hereunder without the prior written consent of Grantor and Grantee. Subject to reapportionment by the arbitrator, the parties shall share equally in payment of the expenses of the arbitrator and the arbitration. Nothing in this Section shall preclude any party from seeking interim or provisional injunctive relief, including a preliminary injunction, either prior to or during arbitration, if necessary to protect the interests of such party.

20. **Notice.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by email, with email confirmation of receipt by the receiving party; (c) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (d) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (e) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to Grantor's address below, or Grantee's address in the address block of the Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section). Grantor's address for notice purposes:

Attention: Legal Department, 1991 Broadway St., Suite 200, Redwood City, CA 94063, USA  
Fax: +1 (650) 482-2525  
Email: legal@omidyar.com

21. **Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

22. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect.

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23. **Assignment; No Third-Party Beneficiaries.** Grantee shall not and shall not have the right to assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Grantor. Any purported assignment, sale, transfer, delegation or other disposition by Grantee, except as permitted herein, shall be null and void. Grantor may assign, transfer, delegate or otherwise dispose of this Agreement and any of its rights or obligations of this Agreement without the prior written consent of Grantee. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities.

24. **Remedies; Injunctive Relief.** Any specific right or remedy provided in this Agreement shall not be exclusive but shall be in addition to all other rights and remedies set forth in this Agreement and permitted under applicable law. Grantee acknowledges and agrees that there can be no adequate remedy at law for any breach by Grantee of this Agreement, that any such breach may result in irreparable harm to Grantor for which monetary damages would be inadequate to compensate Grantor, and that Grantor shall have the right, in addition to any other rights available under applicable law, to obtain from any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach of, or otherwise to specifically enforce, any covenant or obligation of Grantee under this Agreement, without the necessity of posting any bond or security.

25. **Acknowledgment.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by specific reference to the Code. Grantee agrees that if Grantee has any questions about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact its own legal counsel.

26. **Captions; Interpretation.** All captions and headings in this Agreement are for the purposes of reference and convenience only, and shall not limit or expand the provisions of this Agreement. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party hereto shall be entitled to claim that any provision should be construed against any other party by reason of the fact that it was drafted by one particular party.

27. **Counterparts.** This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

28. **Entire Agreement.** The letter agreement, any and all Attachments, any documents incorporated by reference, and these Terms & Conditions (together, the "Agreement"), constitute the entire agreement with respect to the subject matter hereof, and shall supersede any prior or contemporaneous oral or written agreements, understandings or communications or past courses of dealing between Grantor and Grantee with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by duly authorized representatives of both parties.

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## **Appendix 1: Luminate Principles, Values & Policies**

### **Summary**

Luminate's guiding principles, values and policies underpin our actions. We are committed to holding ourselves, our investees and our extended partners to account in upholding our values and principles with honesty and integrity across all our activities and geographies. We do business with organizations who: 1) deal fairly and respectfully with others; 2) ensure that everyone has a voice and the ability to influence the issues that matter to them; and 3) work to the same standards we do.

### 1. Guiding Principles

#### **Code of conduct**

We conduct all our business with honesty, integrity and openness. We respect the legitimate interests of those with whom we have relationships.

#### **People**

We foster a working environment that promote diversity, inclusion and equal opportunity and where there is mutual trust and respect for the people we work with.

We are committed to supporting and sustaining safe and healthy workplaces.

#### **Partnerships**

We are committed to establishing mutually beneficial relations with our investees, our suppliers and partners.

In our business dealings, we expect our partners to adhere to business principles consistent with our own.

### 2. Values

#### **Dedication**

We are committed to our mission, intent of creating enduring change. We stand by the courageous in the face of adversity, remaining steadfast on behalf of those who look to us for support.

#### **Imagination**

We explore different perspectives, embracing new ways of thinking and doing, taking inspiration from our partners' transformative work. We dare to take risks to create opportunity and effect change.

#### **Dynamism**

We address complex issues and voice strong opinions to change the debate and drive action. In order to take effective action, we are continually learning from our own experiences and the knowledge and expertise of those we work with.

#### **Inclusion**

We actively encourage and celebrate individuality. Diverse backgrounds and divergent viewpoints strengthen our organization and our ability to support our investees around the

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world. We believe in the unlimited potential of those we work with.

### **Integrity**

How we work, communicate and collaborate is as important as delivering our mission. It is critical we are accountable and our work and that of our partners is informed and rigorous. We hold ourselves to the highest standards operating honestly and with integrity.

### **3. Policies**

#### **Anti-harassment**

Luminate is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect. Our policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

#### **Diverse, equal opportunity employment**

We are committed to providing equal employment opportunity and an environment free of discrimination. This means that all persons are hired, assigned, promoted and treated in all phases of employment without regard to race, creed, color, religion, gender, sexual orientation, national origin or ancestry, age, marital status, physical or mental disability, medical condition or any other classification protected by applicable local, state or federal laws. All employees must observe and implement the spirit of the policy. This commitment applies to all aspects of employment, including but not limited to, advertising, recruiting, hiring, job assignment, compensation, promotion, benefits, training, discipline and termination. This commitment also applies to all persons involved in our operations, whether employee, consultant, independent contractor or vendors.

#### **Privacy**

Luminate strongly recognizes that everyone has the right to protect the use of their personal information, and that personal privacy must be respected. We limit the collection and processing of personal data, and to the best of our abilities we will work only with other organizations who do the same. We will not use personal data in a manner inconsistent with the purposes for which it was provided to us and we do not sell, rent or lease personal data.

#### **Whistleblowing**

Luminate is committed to the highest standards of openness, probity and accountability. An important aspect of accountability and transparency is a mechanism to enable staff and other members of the organization to voice concerns in a responsible and effective manner. It is a fundamental term of every contract of employment that an employee will not disclose confidential information about the employer's affairs. Nevertheless, where an individual discovers information which they believe shows serious malpractice or wrongdoing within the organization then this information should be disclosed internally without fear of reprisal.

#### **Conflict of Interest**

Luminate adopts a Conflict of Interest policy to promote honest and ethical behavior through full disclosure of actual and potential conflicts of interest and the establishment of procedures to regularly raise such conflicts, and resolve them fairly and transparently.

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Grantee's Initials: G.K.