

EXPENDITURE RESPONSIBILITY GRANT AGREEMENT

This Grant Agreement (this "Agreement") is made by and between OMIDYAR NETWORK FUND, INC., a not-for-profit foundation organized under the laws of the State of Delaware ("Grantor"), and FUNDACION CIUDADANO INTELIGENTE, a not-for-profit foundation organized under the laws of Chile ("Grantee"), effective as of the date on which Grantor executes this Agreement (the "Effective Date").

RECITALS

A. Grantor is organized and operated for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "US Internal Revenue Code"), and more specifically, Grantor seeks to promote positive social change and support other organizations with the same purposes. Grantor is classified as a private foundation under Section 509(a) of the US Internal Revenue Code.

B. Grantee intends to carry out certain charitable, educational and/or scientific activities within the meaning of Section 501(c)(3) of the US Internal Revenue Code.

C. Grantor wishes to make a grant to Grantee for the purpose of carrying out certain charitable, educational and/or scientific activities, subject to the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **Grant Amount and Purpose.** Subject to the terms and conditions herein, Grantor agrees to grant to Grantee up to Five Hundred Thousand Dollars (\$500,000) (the "Grant") payable in US Dollars for the general support of Grantee, including but not limited to the objectives more fully described in Exhibit A attached hereto (the "Purpose"), provided that neither the Grant nor the income therefrom may be used for purposes other than charitable, educational and/or scientific purposes within the meaning of Section 170(c)(2)(B) of the US Internal Revenue Code and neither the Grant nor the income therefrom may be used for capital expenditures. The Grant will be disbursed in accordance with Exhibit B.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. Grantor will not pay further disbursements under the Grant or consider grant renewals for Grantees who fail to meet reporting requirements.

2. **Use of Funds.** Grantee shall use the Grant only for the Purpose described above, and shall repay to Grantor any part of the Grant that is used for any purpose other than the Purpose. Grantee intends to spend the Grant in full within three (3) years and three (3) months from the Effective Date ("Grant Term"), and Grantee shall promptly notify Grantor if Grantee expects at any time that any portion of the Grant will not be spent during the Grant Term, in which event the parties will meet within ten (10) business days of such notification to discuss the status of the

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Grant, including without limitation any adjustments needed to the Grant Term and/or Purpose. If no adjustment to the Grant Term is mutually agreed upon by the parties, Grantee shall repay to Grantor any portion of the Grant which is not spent during the Grant Term.

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.

3. **Sub-Grantees.** Grantee shall retain full discretion and control over the selection of any sub-grantees to carry out the Purpose and shall act completely independently of Grantor. Grantor and Grantee acknowledge that there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular sub-grantee. Grantee shall require any sub-grantee to comply with all provisions of this Agreement. All obligations of Grantee under this Agreement shall remain in full force and effect.

4. **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.

5. **Intentionally Not Used.**

6. **Reports and Evaluation Activities.** In order to allow Grantor to evaluate the impact of the Grant and the health of Grantee, Grantee agrees to provide to Grantor reports with the content, at the times, and for the periods described in this Section. The "Reporting End Date" shall be the expiration date of the Grant Term. All reports should be provided to the Grantor contact listed on the signature page to this Agreement, and a copy should be provided to investor@omidyar.com. All reports shall be in writing and signed by an authorized officer, director or trustee of Grantee.

a. Annual Accounting Period. Grantee's annual accounting period ends on: December 31 ("Grantee's Fiscal Year End").

b. Quarterly Reports. Within thirty (30) days following the end of each calendar quarter until the Reporting End Date, Grantee will provide Grantor with unaudited financial statements for Grantee for such calendar quarter, including an unaudited balance sheet and unaudited statements of operations and cash flows for the quarterly and year-to-date period, with comparison to the prior year period.

c. Semi-Annual Reports. Within thirty (30) days following June 30 of each year until the Reporting End Date, Grantee will provide Grantor with a semi-annual report ("Semi-Annual Report") summarizing Grantee's progress toward the goals described in Exhibit C hereto.

d. Annual Report. Within thirty (30) days following the Grantee's Fiscal Year End of each year until the Reporting End Date, Grantee will provide Grantor with an annual report ("Annual Report") summarizing and including:

- i. a full and complete narrative of Grantee's activities and use of the Grant;
- ii. a financial accounting of Grantee's expenditures of the Grant (including salaries, travel and supplies);
- iii. a statement on Grantee's compliance with the terms of this Agreement;
- iv. copies of any publications resulting from the Grant;
- v. change in scale or scope of Grantee's activities;
- vi. Grantee's progress toward the goals described in Exhibit C hereto; and
- vii. an annual operating plan and budget for Grantee for the following year.

e. Audited Financials. Grantor shall not require audited financials from Grantee during the Grant Term, however Grantee acknowledges that Grantor's standard practice is to require such audited financials, and that Grantor may require such audited financials for future grants.

f. Final Report. Within sixty (60) days following the Reporting End Date, Grantee shall submit a final report ("Final Report") to Grantor that (i) updates the most recent Annual or Semi-Annual Report if such Annual or Semi-Annual Report was provided more than two (2) months prior to the Reporting End Date, and (ii) includes a final summary of the items required in the Annual Report covering the entire Grant Term.

g. Additional Evaluation Activities; Additional Reports. From time to time during and after the expiration of the Grant Term, Grantor may request that Grantee participate in additional evaluation activities to assist Grantor in evaluating its grant programs. If Grantee believes in good faith that such additional evaluation activities will place a material financial burden on Grantee or interfere with the timely performance of Grantee's regular activities, Grantee will 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. In addition, Grantee shall provide additional reports and information as reasonably requested by Grantor from time to time during and after the expiration of the Grant Term. The rights and obligations of the parties pursuant to this Paragraph shall survive the termination, rescission or expiration of this Agreement.

7. **Recordkeeping and Accounting.** Grantee shall treat the Grant as restricted assets and shall maintain such funds in a separate bank account that is restricted for use to the Purpose. 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 expiration 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.

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. Propaganda; Influence on Legislation. To carry on propaganda or otherwise to attempt to influence legislation, within the meaning of Section 4945(d)(1) of the US Internal Revenue Code, as interpreted by its accompanying regulations;

b. Public Election; Voter Registration Drive. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the US Internal Revenue Code, as interpreted by its accompanying regulations;

c. 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 US Internal Revenue Code;

d. Re-Grants. To make any grants or contributions to individuals or organizations; or

e. 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 US Internal Revenue Code.

9. **Term and Termination.**

a. Term. Unless otherwise terminated as set forth herein, this Agreement shall commence on the Effective Date and continue until the expiration of the Grant Term.

b. 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, refuse to make any further Grant payments to Grantee and/or terminate this Agreement and demand the return of all or part of the Grant funds remaining and/or the Grant funds spent in violation of this Agreement. In the event of such termination, Grantee will immediately repay such funds to Grantor.

c. Effect of Termination. Grantor will have no liability to Grantee as a result of termination of this Agreement in accordance with this Section 9.

d. **Key-Person Termination.** If (i) Felipe Heusser, Executive Director of Grantee (the "Key Person") ceases to devote substantially all of his or her business time to the activities of Grantee, (ii) Key Person is terminated, whether voluntarily or involuntarily, with cause or without cause, or (iii) Key Person resigns from Grantee, and Grantee does not find a replacement to the satisfaction of Grantor, then Grantor may, upon written notice to Grantee, refuse to make any further Grant payments to Grantee and/or terminate this Agreement.

10. **Withholding Requirements.** Grantee shall not spend any Grant funds for activities in, or travel to or from, the United States.

11. **Notice of Changes.** Grantee will notify Grantor immediately of any change in: (a) Grantee's legal or tax status; (b) its executive staff or key staff responsible for achieving the Purpose described above; or (c) its governing body.

12. **Compliance with Laws.** Grantee agrees to comply with all applicable laws and regulations during the Grant Term. In addition, Grantee agrees to comply with the terms and conditions set forth in Exhibit D.

13. **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 or accepting the Grant, in expending or applying the Grant or in carrying out any program or project funded or financed 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. The rights and obligations of the parties pursuant to this Paragraph shall survive the termination, rescission or expiration of this Agreement.

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

15. **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 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.

iv. 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 comm@omidyar.com 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 use the name and logo of Grantee and refer or link to Grantee and the Grant in its reasonable discretion in any press release, professional or trade publication, website, advertisement or other public document or announcement, including without limitation, in a general list of Grantor's portfolio companies and supported organizations, in Grantor's Form 990-PF, 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 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. Grantee agrees to provide samples of Grantee's use of Grantor's logo or trademarks for approval by Grantor prior to any such usage, and Grantee agrees to terminate usage of any Grantor logo or trademark if such usage fails to meet Grantor's trademark usage guidelines or quality standards or otherwise upon Grantor'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.

16. **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.

17. **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.

18. **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.

19. **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 the address set forth on the signature page of this 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).

20. **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.

21. **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 effect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect.

22. **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.

23. **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.

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

25. **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.

26. **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.

27. **Entire Agreement.** This Agreement (including any Exhibits attached hereto which are hereby incorporated by reference) constitutes 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.

[remainder of page intentionally left blank]

[Please have an authorized officer of Grantee sign two (2) originals of this Agreement and return them to Grantor. Grantor will sign and return one original to you.]

Authorized representatives of the parties have executed this Agreement as of date set forth below.

GRANTOR:

GRANTEE:

OMIDYAR NETWORK FUND, INC.

FUNDACION CIUDADANO INTELIGENTE

By: 

By: FUNDACION CIUDADANO INTELIGENTE

Name: MATT BANNICK

Name: FELIPE I HEUSSEK

Title: PRESIDENT

Title: DIRECTOR

Date: NOVEMBER 27, 2011

Date: 1st November 2011

Address:

Address: HOA 404 895, P.O. BOX, SANTIAGO

Attention: Stacy Donohue

1991 Broadway St., Suite 200

Redwood City, CA 94063

USA

Fax: +1 (650) 482-2525

Fax:

Email: sdonohue@omidyar.com

Email: FHeusseK@CIUDADANOINTELIGENTE.CL

with a copy of reports only to:

Email: investor@omidyar.com

and with a copy of notices other than reports to:

Attention: Legal Department

1991 Broadway St., Suite 200

Redwood City, CA 94063

USA

Fax: +1 (650) 482-2525

Email: legal@omidyar.com



Exhibit A

Objectives/Purpose

This Grant shall support the Grantee's objective to encourage, promote and develop democracy and civil rights, through analysis, coverage and diffusion, with an independent and critical set of criteria – free of influences of particular interests, of political parties, of political groups or trends or affiliations with ideas of a political character, of affiliations with governments, of matters regarding political, social, economic and public affairs in general – with the ultimate goal of generating instances of debate and discussion with respect to the political responsibility of the persons and institutions connected directly or indirectly to the State and in general, whichever person who performs public functions or shows public-political intentions, through studies and generating public information.

	2011	2012	2013	Total
Core Budget	368,940	506,605	528,005	
Desarrollando America Latina (hackathon) Event	180,000	180,000	180,000	
Total Budget	548,940	686,605	708,005	
ON Grant	150,000	175,000	175,000	500,000
% of Expenses	27%	25%	25%	

Exhibit B

Disbursement Schedule

Disbursement #1: Grantor shall disburse to Grantee \$150,000 within twenty (20) business days following the Effective Date.

Disbursement #2: Grantor shall disburse to Grantee \$100,000 within twenty (20) business days after Grantor has reasonably determined that the metrics have been achieved for the period from the Effective Date to October 31, 2012 as set forth in Exhibit C. This disbursement shall expire if no determination has been made within three (3) months following October 31, 2012.

Disbursement #3: Grantor shall disburse to Grantee \$75,000 if Grantee has received an aggregate of at least \$150,000 from Matched Grants (as defined below) and Earned Income (as defined below) between the Effective Date and October 31, 2012. Such disbursement shall be payable within twenty (20) business days after Grantor has reasonably determined that Grantee has received such Matched Grants and Earned Income. Grantee may request this disbursement no later than three (3) months following October 31, 2012, at which time this disbursement shall expire.

Disbursement #4: Grantor shall disburse to Grantee \$100,000 within twenty (20) business days after Grantor has reasonably determined that the metrics have been achieved for the period from November 1, 2012 to October 31, 2013, as mutually agreed upon by Grantor and Grantee no later than October 31, 2012. This disbursement shall expire: (i) if Grantor and Grantee have not mutually agreed upon the applicable metrics by October 31, 2012 or (ii) if no determination has been made within three (3) months following October 31, 2013.

Disbursement #5: Grantor shall disburse to Grantee \$75,000 if Grantee has received an aggregate of at least \$150,000 from Matched Grants (as defined below) and Earned Income (as defined below) between November 1, 2012 and October 31, 2013. Such disbursement shall be payable within twenty (20) business days after Grantor has reasonably determined that Grantee has received such Matched Grants and Earned Income. Grantee may request this disbursement no later than three (3) months following October 31, 2013, at which time this disbursement shall expire.

“Matched Grants” is defined as new cash grants/donations received by or committed in writing to Grantee during the Matched Grant time period, to the extent payable to Grantee within one year. Matched Grants shall not include in-kind grants/donations nor any grants/donations from Grantor, Open Society Institute, Open Society Foundation or any related or affiliated party. Matched Grants shall be determined in accordance with international financial reporting standards.

“Earned Income” is defined as actual or accrued cash revenue that is earned by Grantee for services provided. Earned Income shall not include (i) the Grant, (ii) interest and investment income, or (iii) any non-cash revenue. Earned Income shall be determined in accordance with

international financial reporting standards.

Grantee shall promptly provide notice to Grantor when it has met the disbursement conditions set forth above, and shall provide cooperation and supporting information to permit Grantor to confirm whether or not such condition has been met. Grantor shall have at least twenty (20) business days from receipt of all relevant and/or requested information to confirm whether or not a condition has been met. If Grantee fails to meet any condition in a timely manner or fails to provide prompt notice, cooperation or supporting information to Grantor when it has met such condition, Grantor may withhold such disbursement in Grantor's reasonable discretion. The Grant shall automatically be reduced by any such withheld amount or expired disbursement.

Exhibit C

Content of Reports

Grantor requires Grantee to report its progress toward the following goals. The Grant is not earmarked for the achievement of any of these goals, and Grantee has complete discretion over expenditures of Grant funds.

Grantor shall evaluate Grantee's performance on the date that is one (1) year from the Effective Date.

Category	Goal	By end of Year One
Reach	Number of web site visits (on average 12,000 per month)	144,000
	Number of press reports mentioning Grantee	40
	Twitter followers	15,000
Engagement	Number of events developed with other NGOs	3
	Number of Grantee technology projects implemented outside Chile	4

Exhibit D

Terrorist Activity, Sanctions, Anti-Money Laundering, and Foreign Corrupt Practices

1. Terrorist Activity.

- a. Grantee represents and warrants that (i) Grantee does not conduct or support, directly or indirectly, terrorist activity of any kind; (ii) Grantee is not associated or engaged in transactions with any individual or entity that it knows or has reason to know advocates, plans, sponsors or engages in terrorist activity, and (iii) Grantee is not owned or controlled by, and does not act for or on behalf of, any individual or entity that it knows or has reason to know advocates, plans, sponsors or engages in terrorist activity.
- b. Grantee represents and warrants that Grantee is not 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").

2. Sanctions.

- a. Grantee represents and warrants that Grantee is not engaged, directly or indirectly, in transactions with any individual or entity listed on the SDN List or otherwise subject to economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury.

3. Anti-Money Laundering.

- a. Grantee represents and warrants that (i) Grantee does not conduct or support, directly or indirectly, money laundering of any kind; (ii) Grantee is not associated or engaged in transactions with any individual or entity that it knows or has reason to know engages in money laundering, and (iii) Grantee is not owned or controlled by, and does not act for or on behalf of, any individual or entity that it knows or has reason to know engages in money laundering.

4. Foreign Corrupt Practices.

- a. Grantee represents and warrants that Grantee and its officers, directors, employees, or agents thereof 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 or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to Grantee.

5. Ongoing Compliance; Remedies.

- a. Grantee agrees to use its best efforts to ensure that the representations and warranties in this Exhibit D 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.

b. Grantee acknowledges that Grantor is required by United States 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 subject to economic or trade sanctions as administered by the Office of Foreign Assets Control of the United States Department of Treasury, (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.

c. 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.

d. In the event Grantor has reason to believe that a breach of the terms and conditions of this Exhibit D has occurred or may occur, Grantor may immediately terminate this Agreement or withhold further payments until such time as 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.