

ANTI-CORRUPTION PROGRAM OF LEMTRANS, LLC

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1. GENERAL PROVISIONS

1.1. With this Anti-Corruption Program, LEMTRANS LLC (hereinafter referred to as the Company) declares that its employees, officials and the manager in their internal activities, as well as in legal relationships with the business partners, including international, state authorities, local authorities, follow the principle of "zero tolerance" to any corruption and will take all measures provided by law to prevent, detect and counteract corruption and related actions.

1.2. The anticorruption program is a set of rules, standards and procedures for identification, counter and prevention of corruption in the Company's activities.

1.3. The anti-corruption program was adopted by the order of the General Manager of LEMTRANS, LLC (hereinafter referred to as the Manager) and approved by the Anti-corruption hearing officer.

1.4. The electronic version of the Anti-Corruption Program is in constant open access for the employees and officials of the Company, as well as for its business partners, on the Company's website. The Anti-Corruption Program is executed in Ukrainian and was translated into English and Russian.

2. SCOPE OF REGULATION AND PERSONS, RESPONSIBLE FOR THE ANTI-CORRUPTION PROGRAM IMPLEMENTATION

2.1. The Anti-Corruption Program of LEMTRANS, LLC is executed following the requirements of:

- the Constitution of Ukraine;
- Law of Ukraine "On Corruption Prevention" (№ 1700-VII dated 14.10.2014);
- Law of Ukraine "On Fundamentals of Anti-Corruption Policy in Ukraine" (№ 1699-VII dated 14.10.2014);
- basic corporate document of JSC "SKM" "This is the way we work".

One of the main priorities of the Anti-Corruption Program of LEMTRANS, LLC is the implementation of norms and requirements of international anti-corruption legislation, including:

- Foreign Corrupt Practices Act;
- UK Bribery Act;
- United Nations Convention against Corruption (UNCAC);
- COE Anti-Corruption Civil Convention.

2.2. The Anti-Corruption program is binding for all employees of the Company, officials of all levels, the Manager of the Company.

2.3. The Anti-Corruption program is applied by the Company in its legal relations with the business partners, including international, state authorities and local governments.

2.4. The measures for implementation of the Anti-Corruption Program within the limits of their powers are carried out by:

- the Manager;
- an official of the Company responsible for implementation of the Anti-Corruption Program (Expert);
- the officials and employees of all levels of the Company.

3. TERMS, DEFINITIONS AND ABBREVIATIONS.

LEMTRANS, LLC, Company means the Limited Liability Company "LEMTRANS".

Anti-Corruption Program is the set of rules, standards and procedures for identification, counteraction and prevention of corruption in the Company's activity.

Anti-corruption expert (hereinafter referred to as the Expert) is the official of the Company, responsible for implementation of the Anti-Corruption program.

Close persons are the persons who live together, share common life, including persons who live together but are not married, and also irrespective of the indicated conditions being a husband, wife, father, mother, stepfather, stepmother, son, daughter, stepchild, stepdaughter, sibling, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, adopter or adopted, guardian or curator, person under guardianship or supervision.

A corruption offense is an act containing signs of corruption committed by a person who permanently or temporarily occupies positions related to organizational and administrative duties for which criminal, administrative, disciplinary and/or civil law responsibility has been established by law.

Corruption is the use by the person who permanently or temporarily occupies positions related to organizational or administrative duties, powers granted to him or related opportunities for the purpose of obtaining undue benefits or taking advantage of it or accepting the promise/offer of such benefit for themselves or others or, accordingly, the promise/offer or the granting of undue benefits to a person who permanently or temporarily occupies a position related to the organizational or administrative duties or on its demand to the other individuals or legal bodies in order to induce such a person to illegal use of its legal powers and duties or related possibilities.

The hot line is the channel for receiving complaints, in particular, on issues that concern corruption violations.

Illegal benefits are cash or other property, benefits, bonus, services, intangible assets, any other benefits of an intangible or non-monetary nature that are promised, offered, provided or received without legal grounds.

A gift is money or other property, benefits, bonus, services, intangible assets that are provided/received free of charge or at a price below the minimum market price.

Potential conflict of interest is the person's private interest in the sphere in which he fulfills his official or representative powers, which in turn may affect the objectivity or impartiality of his decision-making or the actions or failure to act during the performance of the said powers.

Employee of the company is any person having labor relations with the Company, as well as a person performing work for the Company.

Private interest is any property or non-property interest of a person, including those caused by personal, family, friendships or other off-duty relations with the individuals or legal entities, including those arising from membership or activities in public, political, religious or other organizations.

Real conflict of interest is a contradiction between a person's private interest and its official or representative powers, affecting the objectivity or impartiality of decision-making, or the actions or failure to act during the execution of the said powers.

4. ANTI-CORRUPTION MEASURES AND PROCEDURES OF THE COMPANY.

4.1. The company ensures the development of procedures and takes measures necessary and sufficient to prevent, identify and counteract corruption in its activities.

4.2. The Anti-corruption measures and procedures of the Company, in particular, include:

- periodic identification and assessment of corruption risks in the Company's activities;
- introduction of response and control measures over corruption risks (development of internal normative documents, consideration of applications, etc.)
- familiarization of new employees with the content of the Anti-Corruption Program (in particular, familiarization with the Anti-Corruption Memo, Appendix No. 1) and training on the prevention and counteraction of corruption;
- anti-corruption verification of the business partners;
- mechanisms for identifying and resolving conflicts of interest;
- functioning of an independent channel for receiving claims (Hot Line) related to corporate violations and other appeals, in particular, on issues related to corruption violations and procedure for considering such claims;
- accounting of payments and financial reporting - the Company ensures strict compliance with the current legislation in the area of accounting and financial reporting;
- development and approval of the Code of Ethics of the Company;
- restriction on gifts and invitations;
- procedure for settlement of situations of close persons' joint work in the Company;
- supervision and control over compliance with the requirements of the Anti-Corruption Program;
- annual report of the Expert on compliance with and implementation of anti-corruption legislation;
- an independent external evaluation of corruption risks by the companies providing audit, legal or consulting services, or independent experts;
- development and implementation of an anti-corruption clause for the Company's counterparties (Appendix No. 2).

4.3. The Anti-corruption clause (Appendix No. 2) is a part of the contracts the Company concludes with the counterparties. If the counterparty has objections/suggestions as to the content of the anti-corruption clause, or the counterparty offers its own text of the anti-corruption clause or refuses to sign it, the Expert decides whether it is advisable or not to amend the Company's anti-corruption clause and agrees or not its relevant content and signing.

4.4. The provision on the binding nature of the Anti-Corruption Program is included in the Company's internal labor regulations and labor contracts.

5. PERIODIC ASSESSMENT OF CORRUPTION RISKS IN THE COMPANY'S ACTIVITY.

5.1. The company conducts an internal assessment of corruption risks in its activities at least once a year.

5.2. Corruption risk is the justified probability of occurrence of corruption or corruption-related offense or violation of the requirements of the Anti-Corruption Program.

5.3. The Company's risk assessment is conducted by the Risk Management Committee (hereinafter referred to as the Committee). The activity and the composition of the Committee shall be approved by the Manager of the Company.

5.4. The Chairman of the Committee is the Anti-Corruption Expert.

5.5. The purpose of the Committee's activities is to prevent, identify and remove corruption risks in the activities of the Company's employees.

5.6. Corruption risks in the Company's business are divided into internal and external.

Internal corruption risks are identified in the organizational, managerial, financial and business, personnel, legal areas of the Company.

External corruption risks are identified in the activities of the business partners, including the government bodies, local governments, the Company is in business relations with.

5.7. Based on the results of identification of corruption risks, the Committee carries out their definitions, description and classification.

5.8. Based on the results of the assessment of corruption risks in the Company's activities, the Committee suggests measures to prevent, eliminate (reduce) the identified corruption risks and submit them to the Manager of the Company for approval.

5.9. The company must undergo an external assessment of corruption risks at least once every three years by the companies providing audit, legal or consulting services, or independent experts.

5.10. Based on the results of internal and/or external assessment of corruption risks, the Company's Manager takes the necessary measures to prevent, identify and counteract corruption in the Company's activities, including by changing existing anti-corruption procedures.

6. PROFESSIONAL ETHICS OF THE EMPLOYEES OF THE COMPANY.

6.1. The employees of the Company while performing their functional duties are obliged to strictly follow ethical standards of conduct, requirements of the Company's code of ethics, Procedure "On Identification and settlement of the conflict of interests" in LEMTRANS, LLC and other regulatory documents of the Company.

6.2. The employees of the Company tolerate and respect the political views, ideological and religious beliefs of the others, and also undertake not to use their powers in the interests of the political parties and/or politicians.

6.3. The employees of the Company act objectively, regardless of personal interests, personal attitude to any person, their political views, ideological, religious or other personal views or beliefs.

6.4. The employees of the Company conscientiously, competently, timely, efficiently and responsibly perform the functions, decisions and orders of the officials they are subordinated to, accountable or controlled, and also do not allow abuse and inefficient use of the Company's assets and property.

6.5. The employees of the Company do not disclose or otherwise use confidential information that has become known to them in connection with the performance of their functional duties, except as provided by law.

6.6. The employees of the Company, despite their personal interests, refrain from carrying out decisions or orders of the Company's management and other officials if they pose a threat to the rights protected by law, freedoms or interests of the individuals, legal entities, public or public interests, or contradict the legislation, including anti-corruption.

6.7. The employees of the Company independently assess the legality of the decisions or instructions given by the management and the possible harm that will be caused by such decisions or instructions.

7. RIGHTS AND OBLIGATIONS OF THE MANAGER AND EMPLOYEES (EXCEPT THE EXPERT) OF THE COMPANY.

7.1. The Manager, employees and other persons acting on behalf of the Company are entitled:

- to submit proposals for the improvement of the Anti-Corruption Program;
- to apply to the Expert for consultations on implementation of the Anti-Corruption Program and explanations regarding its provisions;
- on confidentiality of the messages sent to the Hot Line or to the Expert;
- an objective and impartial internal investigation to confirm or deny information about a possible violation of the Anti-Corruption Program or a corruption or corruption related offense.

7.2. The Manager, employees of the Company are obliged:

- to comply with the requirements of the Anti-Corruption Program and related internal documents, as well as to ensure the practical implementation of the Anti-Corruption Program;
- immediately to inform the Expert about the violation of the requirements of the Anti-Corruption Program;
- promptly to inform, in the manner defined by the Anti-Corruption Program, of the occurrence of real or potential conflict of interest;
- to refrain from behavior that can be considered as willingness to commit a corruption offense related to the Company's activities;
- not to commit or participate in the commission of corruption offenses related to the Company's activities.

7.3. The employees and the Manager of the Company are prohibited:

- to use their official powers or their position and related opportunities to obtain undue benefits to themselves or others;
 - use any property of the Company or its assets for private interests;
 - to demand or receive any tangible or intangible benefit (for oneself or for close people) in connection with the exercise of their official duties, not provided for by labor or other contracts concluded between them and the Company;
 - to organize, mediate or personally perform any cash or non-cash transactions or settlements with the Company's business partners, if such transactions or settlements are not provided for by current legislation;
 - to influence, directly or indirectly the decision of the Company's employees to obtain any material or non-material benefit for themselves or for close people that is not foreseen by the labor or other contracts concluded between them and the Company;
 - to perform any actions that directly or indirectly incite other employees, the Company's manager to violate the requirements of the Anti-Corruption Program or other anti-corruption legislation.
- 7.4. After the dismissal or other termination of cooperation with the Company, a person shall not be allowed to disclose or otherwise use information (confidential) in his or her own interests, he became known of which in connection with the performance of his powers, contractual obligations, except in cases established by legislation.

8. RESTRICTION ON GIFTS/INVITATIONS.

8.1. The employees, the Manager of the Company are prohibited from demanding (requesting) gifts or invitations from the legal persons or individuals in connection with the performance of their powers and related opportunities.

8.2. The employees, the Manager of the Company are prohibited from receiving/giving any gifts or invitations from the legal entities or individuals to make certain business decisions.

8.3. The company is against any use of gifts or invitations to obtain or retain business benefits or gain business bonuses.

8.4. The employees, the Manager of the Company, as well as the persons acting on behalf of the Company, refrain from offering gifts/invitations to the government agents, people's deputies of Ukraine, deputies of local councils, their close persons, current or potential business partners, their employees or representatives, and from any other behavior that may be regarded as willingness to commit an offense of corruption related to the Company's activities.

8.5. Charitable activities of the Company should be carried out (in the absence of prohibitions established by law) only through charitable organizations in accordance with the law.

8.6. Implementation of the Company's charitable activities is not allowed if:

- its implementation is a prerequisite for concluding any agreement, taking a decision by a public authority, a local government body or carried out with the aim of gaining advantages in entrepreneurial activities;
- business partner or public authority, local government insists on the implementation of a particular type of charity through a certain charitable organization.

9. POWERS AND OBLIGATIONS OF THE EXPERT AND SUBORDINATE EMPLOYEES.

9.1. The Expert is appointed by the Manager of the Company in accordance with the labor legislation and the statutory documents of the Company.

9.2. The Expert can be an individual who, by its business and moral qualities, professional level, health status is able to perform the corresponding duties.

9.3. A person cannot be appointed as the Expert if:

- it has outstanding or unexpunged conviction;
- was recognized incompetent or limited in capacity by the court decision;
- dismissed from office in government bodies, local authorities for violation of the oath or in connection with the commission of corruption offense or offense related to corruption - within three years from the date of such dismissal.

9.4. The Expert cannot conduct any other activity that creates a real or potential conflict of interest with the Company's activities.

In case of occurrence of incompatibility circumstances, the Expert within two days from the date of occurrence of such circumstances is obliged to inform the Manager of the Company about this with simultaneous submission of an application for termination of the labor contract on its own initiative.

9.5. The main tasks of the Expert are preparation, implementation and monitoring of the implementation of measures directed to prevent, counteract and identify corruption in the Company.

9.6. The Expert executes its rights and duties directly and through the employees subordinate to him.

9.7. The execution by the Expert of its functions in the Company is an independent activity. Interference in the activities of the Expert by the employees, manager, business partners of the Company or other persons is prohibited.

9.8. The Manager of the Company is obliged:

- to provide the Expert with proper material and organizational working conditions;
- to facilitate the fulfillment by the Expert of the functions provided for by the Anti-Corruption Program and anti-corruption legislation;
- promptly to respond to written and oral appeals, proposals and recommendations of the Expert provided to them during the implementation of the Anti-Corruption Program;
- to provide all necessary information and written explanations on issues related to the implementation of the Anti-Corruption Program.

9.9. To perform the tasks assigned the Expert is obligated:

- to perform its functions objectively and impartially;
- to execute the internal documents of the Company on formation and implementation of the Anti-Corruption Program;
- to develop and submit for approval to the Manager the internal documents of the Company on issues provided for by the Anti-Corruption Program;
- to ensure the supervision, monitoring and control over compliance by the Company's employees with the Anti-Corruption Program and anti-corruption legislation;
- to ensure the preparation of a report on implementation of the Anti-Corruption Program;
- to initiate, organize and participate in inspections and internal investigations of corruption or corruption-related offenses;
- to participate in the periodic assessment of corruption risks in the Company's activities;
- to initiate, organize and participate in anti-corruption verification of the Company's business partners;
- to ensure confidentiality of information and protection of the employees who reported of violations of the requirements of the Anti-Corruption Program, execution of corruption offense or an offense related to corruption;
- to provide the Manager and employees of the Company with explanations and consultations related to implementation of the Anti-Corruption Program;
- to participate in business relations with government authorities, local governments, other legal entities, non-governmental and/or international companies on prevention of corruption;
- to take measure to improve the skills of the Company's employees on issues related to the prevention of corruption;
- to ensure interaction and coordination between the Company's structural divisions regarding the preparation, enforcement and monitoring of the implementation of the Anti-Corruption Program;
- to carry out other duties provided for by the Anti-Corruption Program, anti-corruption legislation, labor contract.

9.10. The Expert (subordinate employees) to perform the tasks assigned to him has the authority:

- to request and receive written and oral explanations from the Company's employees on issues related to the powers conferred on it (including during the periodic assessment of corruption

- risks, anti-corruption verification of the business partners, inspections, internal investigations and examinations);
- to receive from the Company's divisions all necessary information and materials on the Company's activities;
 - to receive all documents and contracts for their verification for corruption risks;
 - to have access to all premises of the Company for carrying out control measures;
 - to access the electronic data storage and processing facilities available in the Company;
 - to involve in the performance of its functions on the consent of the Company's Manager of the employees of other divisions of the Company;
 - to initiate the submission of the requests to the state bodies, local governments, enterprises, institutions, organizations of all forms of ownership in order to obtain information and materials related to the Company's activities;
 - to initiate the issue of bringing the employees of the Company to responsibility including the dismissals in accordance with the legislation;
 - to exercise other rights provided for by the Anti-Corruption Program, anti-corruption legislation, labor contract and job description.

10. EXPERT REPORTING PROCEDURE.

10.1. At least once a year in time and in the manner determined by the Manager of the Company, the Expert prepares a report on the results of implementation of the Anti-Corruption Program.

10.2. The report includes information related to:

- implementation of the activities defined by the Anti-Corruption Program;
- results of implementation of the activities defined by the Anti-Corruption Program;
- revealed violations of the requirements of the Anti-Corruption Program, anti-corruption legislation and measures taken to eliminate such violations;
- number and results of inspections conducted and internal investigations;
- facts preventing the proper performance by the Expert of its functions, establishing unreasonable restrictions, cases of interference in its activities by the third parties;
- current proposals and recommendations.

11. SUPERVISION AND CONTROL PROCEDURE OVER THE ANTI-CORRUPTION PROGRAM IMPLEMENTATION, INCLUDING THE ASSESSMENT OF THE RESULTS OF THE MEASURES TAKEN ACCORDING TO THE PROGRAM.

11.1. The Expert supervises and continuously monitors the Company's compliance with the Anti-Corruption Program.

11.2. Supervision and monitoring of compliance with the Anti-Corruption Program is carried out by the Expert by means of:

- reviewing and responding to the reports of violations of the requirements of the Anti-Corruption Program, committing corrupt or corruption-related offenses;
- conducting internal audits and taking part in corporate investigations of corruption or corruption-related offenses;
- consideration of organizational, administrative, legal, production and financial documents, as well as their drafts for the existence of anti-corruption risks.

11.3. If, during the supervision or monitoring of compliance with the Anti-Corruption Program, the Expert finds signs of violation of the Anti-Corruption Program or signs of a corrupt or corruption-

related offense, it initiates to the Manager of the Company the issue of conducting an internal investigation.

12. CONFIDENTIALITY OF INFORMING THE EXPERT OF THE VIOLATIONS OF ANTI-CORRUPTION REQUIREMENTS.

12.1. The employees of the Company are guaranteed confidentiality of their notices on the detected violations of the Anti-Corruption Program, corruption or corruption-related offenses.

12.2. The notices on detected violations of the Anti-Corruption Program, as well as incitement notices of the employees of the Company to commit corrupt or corruption-related offenses can be directed as follows:

- personally to the Expert at face-to-face meeting;
- to the e-mail of the Expert;
- via the Hot line.

12.3. To use the Hot Line, the following information transfer channels are organized:

- telephone: 0-800-60-0777 and + 380-44-224-7232;
- e-mail: trustline@scm.com.ua;
- a box for receiving written messages, installed in the Company's office.

12.4. The notices of the employees of the Company on detection of signs of corruption or corruption-related offenses can be anonymous.

An anonymous notice on the detection of signs of corruption or corruption-related offenses can only be considered if it specifies information that relates to a particular employee of the Company or the Company's business partners and contains actual data that can be verified.

12.5. Verification of the information stated in the notice is carried out by the Expert or its subordinate employee, and if the notice concerns the actions of the Expert itself, by the employee identified by the Company's manager.

12.6. If there is evidence of corruption or corruption-related offenses, the Expert will send relevant information to the person responsible for distributing information on violations using the Hot Line (router) for its registration and further response.

12.7. Any data that allows to identify a person who informed the Expert of the facts of incitement to commit a corruption or corruption-related offense or about the detection of signs of violation of the Anti-Corruption Program requirements, the execution of corrupt or corruption-related offenses by the employees or others, are classified as confidential and protected in accordance with legislation.

The Expert and the persons involved by it for verification are prohibited from disclosing confidential information.

13. PROTECTION PROCEDURES FOR THE EMPLOYEES WHO INFORMED OF THE CORRUPTION OR CORRUPTION-RELATED VIOLATIONS.

13.1. The Manager of the Company and the Expert within the limits of their powers provide the conditions for the protection of the persons assisting the prevention, detection and counteraction of corruption in the Company.

13.2. Information about the employee who reported signs of violation of the requirements of the Anti-Corruption Program, the identification of signs of corruption or corruption-related offenses (hereinafter referred to as the denouncer), cannot be disclosed, except in cases established by legislation.

13.3. The denouncer cannot be released or forced to be dismissed, brought to disciplinary responsibility or subjected to management by other negative measures of influence (translation, certification, change of working conditions, refusal to appoint to the highest office, reduction of wages, etc.) or threat such measures of influence in connection with informing them of the violation of the requirements of anti-corruption legislation and/or the requirements of the Anti-Corruption Program.

13.4. In case of the disclosure of confidential information about the denouncer, the Manager of the Company, the Expert, upon the application of such an employee or on its own initiative, must immediately take all measures to avoid the occurrence of negative consequences for the denouncer associated with such disclosure.

13.5. The measures to protect the denouncer are determined by the Manager of the Company together with the Expert and are implemented provided that the written consent of the employee is obtained.

14. SETTLEMENT OF CONFLICTS OF INTEREST IN THE ACTIVITY OF THE COMPANY'S EMPLOYEES.

14.1. The employees of the Company are obliged not later than the next working day from the date they learned of their potential or actual conflict of interest to notify the Expert about it, and not to take any actions or make decisions related to conflict of interest.

14.2. Settlement of conflicts of interest is carried out in accordance with the Procedure "On Identification and settlement of conflict of interests" of LEMTRANS, LLC, approved by the order of the General Manager on 09.02.2017 No. 17-OB.

14.3. If the employee has doubts about the presence of conflict of interest, it must seek an explanation to the Expert.

15. PROCEDURE FOR THE EXPLANATIONS AND CONSULTIONS TO BE PROVIDED BY THE EXPERT.

15.1. In case of the questions related to the interpretation of certain provisions of the Anti-Corruption Program, the manager, employees of the Company may apply to the Expert for an oral or written explanation.

15.2. The Expert shall provide an explanation either orally or in writing no later than 10 working days from the date of receipt of the request.

15.3. If during clarification the Expert detects signs of violation of the Anti-Corruption Program or signs of a corruption or corruption-related offense, it initiates to the Manager of the Company the issue of conducting an internal investigation to verify the information and facts obtained.

16. ADVANCED PROFESSIONAL TRAINING OF THE EMPLOYEES IN THE FIELD OF PREVENTION AND DETECTION OF CORRUPTION IN THE COMPANY.

16.1. The Company's employees are trained in the field of prevention and detection of corruption in order to obtain basic knowledge on anti-corruption legislation, increase the level of compliance with the requirements of the Anti-Corruption Program, create an anti-corruption culture and intolerance of corruption in the Company.

16.2. Subjects and the form of the events (seminars, lectures, trainings, etc.) for professional development are determined by the Expert.

17. DISCIPLINARY ACTIONS APPLIED TO THE EMPLOYEES VIOLATING THE REQUIREMENTS OF ANTI-CORRUPTION PROGRAM.

17.1. If case of the information of the signs of violation of the Anti-Corruption Program requirements by the employees, an audit or corporate investigation is conducted to confirm or deny information of a probable violation.

17.2. If there are sufficient grounds according to the results of an internal investigation, the Manager of the Company applies disciplinary sanctions in accordance with the legislation and (or) transfers the data collected to law enforcement agencies for further investigation.

18. CHANGES TO THE ANTI-CORRUPTION PROGRAM.

18.1. In case of the changes made to the anti-corruption legislation and (or) detection of the other reasonable grounds, the content of the Anti-Corruption Program may be revised.

18.2. The changes to the Anti-Corruption Program may be initiated by the Expert, as well as the Manager and the employees of the Company.

18.3. The offers related to the change to be made to the Anti-Corruption Program are submitted to the Expert, who examines and systemizes them. The changes in the Anti-Corruption Program cannot set standards and requirements lower than those stipulated by the current anti-corruption legislation.

19. DOCUMENT HISTORY.

19.1. Since the approval of this Anti-Corruption Program, the anti-corruption policy of LEMTRANS, LLC, approved by the General Manager of the Company in 2015 becomes invalid.

Anti-Corruption note for the employees of LEMTRANS, LLC

In its internal activities as well as in legal relations with business partners, LEMTRANS, LLC (the Company) follows the principle of "zero tolerance" to any manifestations of corruption and takes all measures provided by legislation for the prevention, detection and counteraction of corruption and related activities.

The employees of LEMTRANS, LLC are prohibited:

- to use their official powers or their position and related opportunities to obtain undue benefits to themselves or others;
- to use any property of the Company or its assets for private interests;
- to demand or receive any tangible or intangible benefit (for oneself or for close people) in connection with the exercise of their official duties, not provided for by labor or other contracts concluded between them and the Company;
- to organize, mediate or personally perform any cash/non-cash transactions or settlements with the Company's business partners if such transactions or settlements are not provided for by the current legislation;
- to influence, directly or indirectly, on the decision of the Company's employees to obtain any material or non-material benefit for themselves or close people not specified by the labor or other contracts concluded between them and the Company;
- to perform any actions that directly or indirectly incite other employees, the Company's manager to violate the requirements of the Anti-Corruption Program or other anti-corruption legislation.

The Employees of LEMTRANS, LLC are obliged:

- to comply with the relevant requirements of the Anti-Corruption Program and related internal documents, as well as to ensure the implementation of the Anti-Corruption Program;
- immediately to inform the Anti-Corruption Expert about the cases of violation of the requirements of the Anti-Corruption Program;
- promptly to inform, in the manner defined by the Anti-Corruption Program, of the occurrence of a real or potential conflict of interest;
- to refrain from behavior that can be regarded as willingness to commit a corruption-related offense related to the Company's activities;
- not to commit or participate in the commission of corruption offenses related to the Company's activities.

The employees of LEMTRANS, LLC are entitled:

- to submit offers for the improvement of the Anti-Corruption Program;
- to apply to the Anti-Corruption Expert for consultations on implementation of the Anti-Corruption Program and explanations regarding its content;
- on confidentiality of their notices directed to the Hot line or to the Anti-Corruption Expert;
- objective and impartial internal investigation to confirm or deny information about a possible violation of the Anti-Corruption Program, corruption or corruption-related offense.

A person guilty in violation of the Anti-Corruption legislation is brought to ADMINISTRATIVE and CRIMINAL responsibility.

Read and understood

Anti-Corruption clause

1. While fulfilling their obligations hereunder, the Parties guarantee each other that they will conduct their activity in compliance with the requirements of the anti-corruption legislation.
2. Anti-corruption legislation should include, in particular:
 - Law of Ukraine "On the Corruption Prevention";
 - U.S. Foreign Corrupt Practices Act;
 - U.K. Bribery Act;
 - any other international or domestic regulatory act related to counteraction of corruption, applied to at least one of the Parties.
3. The Parties shall comply with the requirements of the anti-corruption legislation and take the necessary measures and procedures in order to comply with anti-corruption legislation.
4. The Party and any of its affiliates, directors, officers, employees or any other persons acting on behalf of this Party did not offer, provide authorities and requests for granting or receiving undue material benefit or advantage in accordance with this contract, and also did not receive them, and do not intend to carry out any of the above actions in the future, and the Party has taken all possible reasonable measures to prevent the commission of such actions by the subcontractors, agents.
5. The Party will not use the assets and/or property received hereunder to finance or support any activity that may violate anti-corruption legislation.
6. In case of failure by one Party to comply with the aforementioned guarantees, such Party undertakes to reimburse to the other Party all losses caused by such violation.
7. Each of the Parties has the right to unilaterally stop the fulfillment of the obligations hereunder or terminate this contract by the 30-days written notification to the other Party if the official documents issued by the corresponding governmental authorities of Ukraine or other country are available stating that the Party does not comply with the guarantees specified herein. At the same time, a Party that has reasonably exercised its right is free from any liability or obligation to refund penalties hereunder connected with its failure to fulfill contractual obligations or any costs, losses incurred by the other party (directly or indirectly) as a result of suspension/termination of the contract.