

Supplier Code of Conduct and Conflict of Interest Policies

Medical Teams and the Supplier agree to follow the below policies for all activities involved in their work together and in regard to all stakeholders affected directly or indirectly by this work.

Section 1 Conflict of Interest

A conflict of interest is when one Party, or their friend or relative, will benefit personally from decisions or actions made in the course of business. All actual or potential conflicts of interest must be disclosed to the other Party as soon as possible. Failure to do so may result in penalties or canceling of current and future work together. Managers from Medical Teams and the Supplier must work together to find solutions for addressing any actual or potential conflicts of interest that arise.

Section 2 Ethical Conduct

Both parties agree to observe the highest standards of ethical conduct when dealing with its personnel, suppliers, customers and other relevant stakeholders. Both parties shall accurately record and disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws as well as prevailing industry business practices.

Both parties agree to implement and maintain processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

Section 3 Anti-Corruption

The Parties to agree that they will not participate in any corrupt conduct, including, without limitation, any bribery, extortion, fraud, cartels, abuse of power, embezzlement, money-laundering and other similar activities. Any gifts given to staff of the other Party must be made known to Party Management, and the Management may choose to disallow the gift on principles of integrity and anti-corruption.

If a Party discovers evidence of corruption in the activities carried out together or that impacts the other party, they will inform the other Party in a timely manner. A Party may be required to address actual or perceived corruption within a reasonable timeframe or risk the suspension of current or future work together, including the potential cancellation of current contracts (as identified in each contract). Each Party is expected to have adequate measures in place to prevent corruption in their organization and to promote a culture of integrity.

Section 4 Anti-Terrorism

It is MTI's policy to comply with the laws and regulations of the United States Government, the European Union and the United Nations concerning the ineligibility of vendors,



contractors and suppliers for reasons of fraud, corruption or terrorist activity. These laws and regulations prohibit MTI from doing business with or providing support to any persons or entities that have been found to be engaged in or provide support for any such activities. The Service Provider agrees to abide by this policy.

Both Parties will exercise due diligence to ensure that no resources will be used to support or facilitate terrorist activity in compliance with all **applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224**. If any concerns are raised that programs or activities have supported or facilitated terrorism, they shall be immediately and thoroughly investigated and fully reported to all Parties. If either party determines that the funding, programs and/or activities of the other party have directly or indirectly, purposely or inadvertently, been used to support or facilitate terrorist activity, the other party may terminate any contracts immediately with written notice.

Section 5 Harassment

Both Parties agree to forbid all cases of physical, sexual or psychological harassment in their workplaces. Reported incidents must be taken seriously, investigated thoroughly and reported to authorities as required by law.

Section 6 Child Protection

No persons under the age of 18 will be allowed to work or volunteer for any labor required for Medical Teams activities. Both parties agree to conduct their work in a way that avoids any physical or emotional mistreatment, sexual abuse, neglect, or exploitation of children. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person.

Section 7 Prevention of Sexual Exploitation and Abuse

The Supplier will take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Supplier to perform any services under the Contract. The Supplier will refrain from and shall take all appropriate measures to prohibit its employees or persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitive or degrading to any person. The Supplier acknowledges and agrees that the provisions constitute an essential term of the contract and that any breach of this representation and warranty will entitle Medical Teams International to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

Section 8 Environmental Protection

Both Parties agree to follow required environmental laws and to conduct their work in a way that causes as little harm as possible to the environment and avoids unnecessary waste of resources.



Section 9 Information Protection

All confidential information shared or collected during or after the Parties work together must be treated with diligent care and protection. Information involving the other Party or joint activities must never be shared with prior written authorization from the other Party.

Section 10 Dispute Resolution

Both Parties agree to use their best, honest efforts to cooperatively resolve any disputes and problems that arise in connection with their work together. Both Parties will make an effort to continue their responsibilities without delay or loss of quality while attempting to resolve any disputes.

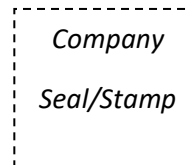
Disputes which remain unresolved after thirty (30) days may require mediation through a mutually agreed arbitration provider or through legal action. Allocation of mediation costs must be agreed by both parties in writing prior to starting the arbitration process. The Parties agree that any decision by an arbiter will be binding and may be entered as a final judgment in any court of competent jurisdiction.

"I acknowledge that, on behalf of myself and the organization stated below, I have read and understood the above policies and agree to fully abide by them in regard to all dealings with Medical Teams staff and operations. I am authorized to represent the organization in these regards."

Full Name: _____

Title: _____

Company Legal Name: _____



Signature: _____

Date: _____

Any concerns should be communicated to the local Medical Teams office or to headquarters: info@medicalteams.org or (503) 624-1000 or toll-free at (800) 959-4325. Concerns can also be reported anonymously using our hotline at Ethicspoint.com or by calling +(866)-384-4277.