

## AB “IGNITIS GRUPĖ” DEVELOPMENT AND HUMANITARIAN AID STANDARD

### 1. PURPOSE AND SCOPE

1.1. The purpose of the Standard is to establish the principles, conditions and procedures governing the participation of AB “Ignitis grupė” in development aid activities, as well as the rules, principles and procedures for making Contributions to the Development and Humanitarian Aid Fund and for providing Humanitarian Aid.

### 2. TERMS AND ABBREVIATIONS

The Glossary contains general terminology.

Term or abbreviation	Definition of a term or abbreviation
<b>Description</b>	‘The Description of the Activities of the Development and Humanitarian Aid Fund’ approved by Order No. V-197 of the Minister of Foreign Affairs of the Republic of Lithuania on 9 June 2022, including all amendments and additions thereto.
<b>Parent Company’s CEO</b>	A single-person management body – the Parent Company’s CEO.
<b>Humanitarian Aid</b>	Measures aimed at saving human lives, alleviating their suffering and preserving their dignity in the face of adversities caused by human actions and in their aftermath. This type of aid also includes disaster risk mitigation, including the preparation for disasters and recovery afterwards.
<b>Humanitarian Aid Items</b>	Monetary funds.
<b>Humanitarian Aid Recipient</b>	Applicant who is allocated Humanitarian Aid.
<b>Contribution</b>	Voluntary monetary contributions made by the Parent Company to the Development and Humanitarian Aid Fund.
<b>Coordinator</b>	An employee of the Parent Company appointed by the decision of the Parent Company’s CEO or an employee of another Group Company responsible for coordinating Humanitarian Aid and development aid issues at the Parent Company.
<b>Applicant</b>	An entity that has submitted a Request regarding the provision of Humanitarian Aid.
<b>Policy</b>	The Group Financial Support, Development Aid and Humanitarian Aid Policy.
<b>Request</b>	A letter submitted by an Applicant, requesting for Humanitarian Aid Items.
<b>Standard</b>	The Development and Humanitarian Aid Standard of the Parent Company, including its later amendments and supplements; this document.
<b>Agreement</b>	An agreement concluded between the Parent Company and the Humanitarian Aid Recipient regarding the provision of Humanitarian Aid Items or an agreement concluded between the Parent Company and the administrator of the Development and Humanitarian Aid Fund or the Ministry of Foreign Affairs of the Republic of Lithuania, which establishes the conditions and procedures of making and using Contributions as well as reporting on the funds allocated.

<b>Management Board</b>	Collegial management body of the Parent Company – the Management Board.
<b>Development and Humanitarian Aid Fund</b>	A fund established in accordance with the Law on the Development Cooperation and Humanitarian Aid of the Republic of Lithuania, used to implement the Lithuanian development aid policy and provide humanitarian aid.
<b>Development Aid Activities</b>	Monetary contributions to support the implementation of Lithuania’s development aid policy goals by providing financial support for the development, reconstruction and recovery of Ukrainian energy system.
<b>LDCHA</b>	The Law on Development Cooperation and Humanitarian Aid of the Republic of Lithuania, including all amendments and additions.

### **3. GENERAL PROVISIONS**

- 3.1. The Standard establishes the objectives and principles of the Parent Company's participation in Development Aid and Humanitarian Aid activities, the procedure for coordinating decisions to provide Humanitarian Aid and making Contributions to the Development and Humanitarian Aid Fund with the competent authorities, the procedure for reviewing and making decisions regarding the approval of Humanitarian Aid Requests, as well as the conditions and procedure for providing Humanitarian Aid.
- 3.2. The Parent Company in its activities shall follow the international humanitarian law, the LDCHA, the Description and other national legal acts regulating the provision of Development Aid and Humanitarian Aid, the European Union and national legal acts regulating competition, the Articles of Association of the Parent Company, the Policy, this Standard and other internal legal acts of the Parent Company and the Group.
- 3.3. When participating in Development Aid Activities and providing Humanitarian Aid, the Parent Company shall adhere to foreign policy priorities and international commitments as well as follow the principles of humanitarian activities established in the LDCHA.
- 3.4. The Parent Company's objective in providing Humanitarian Aid and participating in Development Aid Activities is to meet the humanitarian needs of Ukraine, which has suffered from military and/or armed hostilities, related to the energy sector by transferring the monetary funds of the Parent Company and making Contributions to the Development and Humanitarian Aid Fund and providing financial support to develop and recover (reconstruct) Ukraine’s energy infrastructure.
- 3.5. The Contributions to the Development and Humanitarian Aid Fund and the Humanitarian Aid Items provided by the Parent Company may only be the Parent Company's own monetary funds. The Parent Company may only transfer Humanitarian Aid Items to international organisations (including cases, where an international organisation is acting as a proxy to a Ukrainian state authority) or make a Contribution to the Development and Humanitarian Aid Fund.
- 3.6. The Parent Company may provide Humanitarian Aid and make a Contribution to the Development and Humanitarian Aid Fund only in the cases specified in the Group Financial Support, Development Aid and Humanitarian Aid Policy.

### **4. DETERMINING THE AMOUNT ALLOCATED FOR HUMANITARIAN AID AND DEVELOPMENT AID**

- 4.1. The amount allocated by the Parent Company for Humanitarian Aid and Contributions to the Development and Humanitarian Aid Fund shall be determined by the decision of the Management Board made after receiving the opinion (comment) of the Supervisory Board of the Parent Company and the agreement of the General Meeting of Shareholders of the Parent Company.

### **5. THE PROCEDURE FOR MAKING A CONTRIBUTION TO THE DEVELOPMENT AND HUMANITARIAN AID FUND**

- 5.1. The Parent Company, after evaluating its ability to make a Contribution to the Development and Humanitarian Aid Fund, in accordance with point 14<sup>1</sup> of the Description, shall apply to the Ministry of Finance of the Republic of Lithuania (as an institution authorised by the Government of the Republic of Lithuania, which implements the rights and obligations of a participant in the Parent Company) in writing, requesting for an agreement to make a Contribution. The letter shall specify the legal grounds for making a request and Contribution (point 14<sup>1</sup> of the Description), the information about the planned Contribution amount, other information material for making a decision. The Coordinator shall draft the Parent Company's letter.
- 5.2. After receiving the agreement from the Ministry of Finance of the Republic of Lithuania regarding the Contribution to the Development and Humanitarian Aid Fund, the Parent Company's CEO, in accordance with the decisions made by the General Meeting of Shareholders of the Parent Company, shall determine a specific Contribution amount to be allocated by the Parent Company.

## **6. SUBMITTING HUMANITARIAN AID REQUESTS**

- 6.1. The Applicant, in order to receive Humanitarian Aid for the objective established in point 3.4 of the Standard, must submit a Request (coordinated with the Ukrainian authorities) to the Parent Company. The Request must include the amount of the Humanitarian Aid Items (monetary funds), the objectives and the specific needs, which will be met by utilising the Humanitarian Aid Items.
- 6.2. Together with the Request (or after, if the Coordinator requests for it), the Applicant must submit a completed 'Questionnaire for business partners', which is provided in Annex 2 to the Anti-Corruption Control Measures Standard of the Group.
- 6.3. The Request and the documents submitted together with the Request must be prepared (filled in) in Lithuanian or English. If the Request and/or other documents submitted together with the Request are prepared in another language (other than Lithuanian or English), a properly verified (with a translator's signature and a stamp of a translation agency or a signature of the Applicant's CEO, or a person duly authorised thereof and the stamp of the Applicant (if the Applicant has one)) translation into Lithuanian or English must be attached.
- 6.4. The Request and the documents submitted together with the Request must be signed by the Applicant's CEO or a person duly authorised thereof, except for the cases when documents prepared by other entities are submitted together with the Request. If the Request and/or the documents submitted together with the Request is/are signed by an authorised person, a power of attorney or a decision (order, etc.) of the Applicant's CEO to confer the appropriate powers to a specific person must be submitted.
- 6.5. The Applicant may submit a Request (together with attached documents) using the email provided on the website of the Parent Company.

## **7. EVALUATING APPLICANTS AND THEIR REQUESTS. MAKING DECISIONS ON HUMANITARIAN AID**

- 7.1. After a Request is received, the Parent Company shall address the Ministry of Finance of the Republic of Lithuania (as the authority authorised by the Government of the Republic of Lithuania, which implements the rights and obligations of a participant in the Parent Company) in writing, requesting the agreement regarding the appropriateness of the provision of Humanitarian Aid to the Applicant. The Coordinator shall draft the Parent Company's letter. The Parent Company, together with the letter, shall provide the Request of the Applicant and other significant information necessary to make a decision to the Ministry of Finance of the Republic of Lithuania.
- 7.2. After receiving the agreement of the Ministry of Finance of the Republic of Lithuania on the appropriateness of the provision of Humanitarian Aid (given after considering the recommendation of the Ministry of Foreign Affairs of the Republic of Lithuania on the compatibility of the humanitarian aid with the priorities of the foreign policy of the Republic of Lithuania and with the international commitments), the Coordinator shall:

7.2.1. assess the following:

- 7.2.1.1.1. whether the amount allocated by the Parent Company for the provision Humanitarian Aid is not exceeded by allocating the amount of Humanitarian Aid specified in the Request;
- 7.2.1.1.2. whether the objectives set out in the Request for which the Applicant is requesting Humanitarian Aid are consistent with (compatible with) the objective set out in point 3.4 of the Standard.
- 7.2.2. relay via email:
  - 7.2.2.1.1. to the Policy Owner, the information about a Request received and the agreement of the Ministry of Finance of the Republic of Lithuania of the appropriateness of the provision of Humanitarian Aid to the Applicant;
  - 7.2.2.1.2. to the responsible employee in the Corporate Security functional area, the document provided for in point 6.2 of the Standard.
- 7.3. The responsible employee in the Corporate Security functional area shall carry out, in accordance with the procedure set out in the Anti-Corruption Control Measures Standard of the Group, an evaluation of the Applicant's exposure to corruption and other risks – a due diligence.
- 7.4. In case additional information is needed, the Coordinator shall have the right to address the Applicant in writing or via email, requesting to submit additional information within the reasonable time limit set by the Coordinator.
- 7.5. The Humanitarian Aid may be provided to the Applicant only if all the following conditions are met:
  - 7.5.1. after providing the Humanitarian Aid (or part thereof) specified in the Request, the amount allocated by the Parent Company for the provision of Humanitarian Aid is not exceeded;
  - 7.5.2. the Applicant is an international organisation;
  - 7.5.3. the objectives set out in the Request for which the Applicant is requesting Humanitarian Aid are consistent with (compatible with) the objective set out in point 3.4 of the Standard;
  - 7.5.4. the Ministry of Finance of the Republic of Lithuania, after considering the recommendation of the Ministry of Foreign Affairs of the Republic of Lithuania on the compatibility of the humanitarian aid with the priorities of the foreign policy of the Republic of Lithuania and with the international commitments, agrees on the appropriateness of the provision of Humanitarian Aid.
- 7.6. If it is established that the Applicant and/or its Request does not meet at least one of the conditions set out in point 7.5 of the Standard, the Coordinator shall inform the Applicant that the Humanitarian Aid will not be provided.
- 7.7. If all the conditions set out in point 7.5 of the Standard are met, the decision on whether or not to provide all (or part) of the Humanitarian Aid specified in the Request to the Applicant shall be made by the Management Board, while taking into account the conclusion on the Applicant's exposure to corruption and/or other risks as well as other relevant information.
- 7.8. The Coordinator shall inform the Applicant (in writing) and the owner of the Policy (via email) about the decision made by the Management Board to provide or refuse to provide all (or part) of the Humanitarian Aid specified in the Request to the Applicant within 3 (three) working days from the date of such decision.
- 7.9. The Parent Company shall inform the Ministry of Foreign Affairs of the Republic of Lithuania in writing of its decision to provide Humanitarian Aid within 3 (three) working days from the date of such decision.

## **8. PROCESSING HUMANITARIAN AID AND CONTRIBUTIONS TO THE DEVELOPMENT AND HUMANITARIAN AID FUND**

- 8.1. The provision of Humanitarian Aid or making a Contribution to the Development and Humanitarian Aid Fund must be formalised by an Agreement.

- 8.2. Agreements may not include confidentiality agreements that restrict the disclosure of information regarding the Parent Company's Contributions to the Development and Humanitarian Aid Fund and the provision and utilisation of the Humanitarian Aid to the public, except in cases where it is necessary to ensure the confidentiality of such information for security reasons.
- 8.3. An Agreement may may not be concluded if it provides for an obligation on the part of the Parent Company to make a Contribution to the Development and Humanitarian Aid Fund and provide Humanitarian Aid using the Parent Company's income (funds) from the following financial year.
- 8.4. The Agreement shall be signed by the Parent Company's CEO or a person authorised thereof.

## **9. REPORTING ON HUMANITARIAN AID**

- 9.1. The Humanitarian Aid Recipient shall submit the information to the Parent Company within the time limits and in accordance with the procedure set out in the Agreement on how the Humanitarian Aid Items provided by the Parent Company were utilised.
- 9.2. The Coordinator shall ensure that, after completing the Agreement, the information on how the Humanitarian Aid Items provided by the Parent Company were utilised would be transferred to the owner of the Policy and presented to the Management Board of the Parent Company for information.

## **10. PUBLICITY**

- 10.1. The Parent Company shall publish the information about the Humanitarian Aid provided and the Contributions made to the Development and Humanitarian Aid Fund by the Parent Company on its website no later than within 1 (one) month from the provision of the Humanitarian Aid.
- 10.2. The Parent Company shall also publish:
  - 10.2.1. the Policy;
  - 10.2.2. this Standard;
  - 10.2.3. information on how the provided Humanitarian Aid Items were utilised (except in cases where such information must be kept confidential for security reasons);
  - 10.2.4. information about the Humanitarian Aid provided by the Parent Company for the current year and at least for the last 3 (three) financial years;
  - 10.2.5. information about the Parent Company's participation in Development Aid Activities;
  - 10.2.6. other information provided for in the internal legal acts of the Parent Company.
- 10.3. The Coordinator shall ensure the information is made public.

## **11. IMPLEMENTATION AND MONITORING**

- 11.1. Head of Group Communications shall be responsible for preparing the Standard, initiating the amendments thereto, the implementation of the Standard as well as supervising and controlling the implementation of its provisions.
- 11.2. The Management Board shall make decisions on the approval of the Standard and/or its amendments.
- 11.3. The Standard shall be made public on the website of AB "Ignitis grupė".

## **12. RELATED LEGAL ACTS**

*The Law on the Development Cooperation and Humanitarian Aid of the Republic of Lithuania (effective version)*

[The Group Financial Support, Development Aid and Humanitarian Aid Policy](#)

*The Group Anti-Corruption Control Measures Standard*