EXHIBIT A

**CERTIFICATION PROVISIONS**

**NOTE:** Exhibit A

FINCA Uganda should endeavor to include these sample provisions in all contracts. Questions regarding changes to these provisions, requests from specific clients, or other issues should be addressed to the OGC.

CERTIFICATION PROVISIONS BY TYPE OF AGREEMENT

**Contracts with clients and third parties:**

All agreements or contracts must include a statement that a client does not support or conduct activities that violate FINCA Uganda’s AML Policy, by including in all contracts and transaction documents language similar in substance to the following:

*By entering into a transaction with FINCA Uganda, the client certifies that he, she or it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind, and does not enter into this agreement with the intention to conceal or disguise the origins of criminally derived proceeds (“Money-Laundering”) or to use loan proceeds or other amounts received for criminal or illegal purposes.*

Upon confirmation from Management and OGC that appropriate supervision of all transactions with Politically Exposed Persons has taken place in compliance with this Policy, the following statement must be included in all contracts and transaction documents with individuals that potentially fall within this class of Persons:

*By entering into a transaction with FINCA Uganda, the client certifies that he or she is not an immediate family member or close associate of a senior political figure.*

**Employment/Consultancy/Volunteer Agreements:**

*XXX represents and warrants that XXX has not knowingly provided and will not knowingly provide support or resources to and is not otherwise associated with any individual or entity that is engaged in or associated with any form of terrorist activities.*

*XXX represents and warrants that XXX has not and will not engage in acts designed to conceal or disguise the origins of criminally derived proceeds (“Money Laundering”).*

**Investment Agreements:**

*XXX certifies that the amounts invested by XXX in FINCA Uganda are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. XXX further represents and warrants that XXX has not and will not knowingly provide support or resources to and is not otherwise associated with any individual or entity that is engaged in or associated with any form of terrorist activities.*

**Agreements with Sub-Recipient Organizations:**

*The XXX Organization represents and warrants to FINCA Uganda that XXX Organization is not engaged in activities that contravene federal, state or international laws and regulations, including anti- money laundering laws and regulations, and has not provided, and will take all reasonable steps to ensure that the Partner/Organization does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts as defined in U.S. Executive Order 13224 or in other criminal or illegal acts. To the best of the XXX Organization’s knowledge, neither the XXX Organization nor any of its board members, shareholders, members, officers or senior employees is named on any list issued by the U.S., the European Union, or the United Nations on persons or organizations deemed to be or suspected to be associated with terrorist acts.*

I. REMEDY PROVISIONS

These provisions provide FINCA Uganda with remedies under its contracts in the event it later identifies or learns of Suspicious Activity on an account or contract and/or identifies an individual or entity as being a part of the AML List on a recheck. FINCA Uganda should attempt to include these provisions in their contracts and should contact the OGC with any questions.

**Breach and Termination:**

*Breach and Termination. Should FINCA Uganda reasonably and in good faith believe that there may have been a breach of any representation or warranty of this [section of the] Agreement, THIRD PARTY shall cooperate in good faith with FINCA Uganda to determine whether such a breach has occurred. If THIRD PARTY breaches any such representation or warranty [OR If FINCA Uganda determines reasonably and in good faith that there has been a breach of any such representation or warranty], FINCA Uganda shall have the right unilaterally to terminate this Agreement immediately and to take other appropriate action in accordance with the terms of this Agreement.*

**Breach and Repayment:**

*Breach and Repayment. If a THIRD PARTY breaches any representation or warranty of this [Section of this] Agreement, FINCA Uganda shall have the right to terminate this Agreement and will have no obligation to provide further payment to THIRD PARTY, and THIRD PARTY shall refund to FINCA Uganda all compensation received under this Agreement.*