



**Remedica**

**SANCTIONS POLICY**

## 1. INTRODUCTION

- 1.1 As a company, Remedica Limited (hereinafter referred to as the “Company” and together with its subsidiaries as the “Group”) is committed to carrying on business in accordance with the highest ethical standards. This includes, conducting its business in compliance with all applicable Sanctions Laws and Trade Restrictions in the countries in which it operates. With this Policy, the Company aims to help its employees, business partners and other third parties (as defined in Section 2) with which it has business relationship with to understand where issues related to Sanctions may arise and to support them in making the right decisions in line with its corporate position as stated in this Policy.
- 1.2 The Company believes that Sanctions constitute a vital tool for protecting international law, defending against threats to international peace and security and combating terrorism. Therefore, it is committed to avoid trading with sanctioned individuals, entities, organizations, governments or countries and with third parties having close relationships with such sanctioned individuals, entities, organizations, governments or countries that may result in breaching the Sanctions Laws and Trade Restrictions.
- 1.3 This Policy should be considered alongside the Group’s Customer & Vendor Policy, the Matrix on Compliance Checks and the Decision Tree for Determining KYC Procedures and the Code of Ethics and Conduct.

## 2. WHO IS AFFECTED BY THIS POLICY?

- 2.1 This Policy applies to those employees from the Commercial Department (whose activities render adherence to the present Policy a requirement), the Accounting Department, the Corporate /Legal Department, the Purchasing Department, the Sourcing Department, to all Directors, Chiefs, Managers and Supervisors as well as to business partners, third parties and intermediaries who are engaged to undertake any business or services on behalf of or at the direction of the Company.
- 2.2 The Policy is also applicable to any existing and potential customer and vendor business relationships with the Company and members of the Group. The term “vendor” as used in this Policy refers to those parties that manufacture, produce, assemble, sell, or otherwise supply products or services to the Group as well as those acting on behalf of the Group, such as commercial and other legal entities. The term “customer” as used in this Policy refers to all parties to whom the Group supplies products and/or services, including but not limited to direct customers, distributors, resellers/agents and suppliers (hereinafter referred to as the Affected Employees and Third Parties).
- 2.3 All Affected Employees and Third Parties must familiarise themselves with this Policy and the rules set out therein.
- 2.4 The Company shall not have a business relationship with a Third Party who is known to be in violation of the principles underlying the Policy.



2.5 If you have any questions about this Policy or require any further information on what conduct is reportable under this Policy, you should contact the Compliance Team for guidance at (+357) 25 553 584 or by e-mail to the e-mail address [ComplianceRem@remedica.com.cy](mailto:ComplianceRem@remedica.com.cy).

### 3. WHAT IS THE MEANING OF SANCTIONS AND WHAT IS THE PURPOSE OF SANCTIONS LIST?

#### 3.1 Sanctions

Sanctions mean (1) economic or financial sanctions, or trade embargoes or other restrictive measures imposed, administered or enforced from time to time by: (a) the United States of America including those administered from time to time by the US Department of State, the US Department of Commerce or the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury ; (b) the United Nations Security Control; (c) the European Union; or (d) the United Kingdom.

#### 3.2 Sanctions' List

3.3 Governments publish sanction lists globally to prevent businesses from working with anyone involved in various criminal financing or terrorist activities. Sanction lists include sanctioned individuals, entities, organizations, governments or countries. Therefore, companies have to do sanctions checks to their clients (existing and new) during the due diligence procedure given that sanctioned individuals, entities, organizations, governments or countries are prohibited from making financial transactions.

### 4. IDENTIFIED RISKS AND IMPLEMENTED STANDARDS AND PROCEDURES

4.1 Sanctions generally involve arms embargoes, import licensing, and financial sanctions.

4.2 The Company ensures that appropriate measures and procedures on a risk-based approach are applied, in order to focus its effort in the areas where the risk of non-compliance of Sanctions appears to be higher due to the nature of its business.

4.3 This Policy contains due diligence procedures designed to identify, evaluate and mitigate sanctions' risks prior to and during the course of the Company's business relationships. The evaluation of sanctions' risks is fundamental to the Company's efforts to conduct business in compliance with the Sanctions Laws applicable in the countries in which it operates.

### 5. NON-COMPLIANCE

5.1 Any failure by the Company to comply with Sanctions Laws can result in significant criminal, civil, and/or administrative penalties for the Company and the Affected Employees or Third Parties involved. Such non-compliance can also negatively affect the Company's public image, reputation, business opportunities, and market position.



- 5.2 Any Affected Employee who breaches this Policy may face disciplinary actions up to and including termination of his/her employment as per the relevant terms and conditions included in the Employee Handbook. In addition to that, any Affected Employee who breaches the Sanctions Laws can be subject to criminal charges, which could result in imprisonment and/or fines. On the other side, no Affected Employee will face disciplinary actions or any other detrimental treatment for refusing to commit a breach of Sanctions or for complying with this Policy even if it may result in the Company losing business.
- 5.3 The Company may additionally terminate its business relationship with a Third Party working on the Company's behalf if it breaches this Policy.

## 6. REPORTING

- 6.1 Any suspected violations of this Policy should be reported to the Compliance Team as soon as possible. However, reports may also be made in accordance with the Whistleblowing Policy.
- 6.2 In accordance with the Whistleblowing Policy no Employee who reports of any violation of this Policy in good faith shall be subjected to harassment, retaliation or adverse employment consequences.

## 7. IMPLEMENTATION AND OVERSIGHT

- 7.1 The Compliance Team is responsible for the implementation of this Policy. Any questions regarding this Policy or related issues or concerns should be referred to the Compliance Team. All Affected Employees and Third Parties will be required to provide Certifications of Compliance with this Policy and applicable Sanctions Law on request (see Appendix I and II).
- 7.2 If a Third Party refuses to sign the Certificate of Compliance, the Company has the right to refuse to conduct business with that Third Party.

## 8. SANCTIONS COMPLIANCE REQUIREMENTS

### 8.1 Overview of Sanctions Laws

Sanctions Laws are intended to advance foreign policy interests and national security goals, and prohibit a range of business dealings with sanctioned individuals, entities, organizations, governments or countries including prohibitions on imports, exports, or other transactions involving the sanctioned individuals, entities, organizations, governments or countries. These laws are administered and enforced by numerous governmental entities, including the United States, the United Nations, the European Union and the United Kingdom.

Sanctions Laws generally fall under four categories:



- ✓ **Comprehensive Sanctions:** These sanctions broadly restrict transactions with specific countries or regions and generally include prohibitions on dealings with the government of such countries/regions and with individuals and entities located within or ordinarily resident or incorporated in such countries/regions.
- ✓ The Company prohibits business that may breach Sanctions Laws targeting Comprehensively Sanctioned Countries unless explicitly authorized by the Audit Regulatory Committee (hereinafter referred to as “ARC”).
- ✓ **List-based Sanctions:** Many countries maintain lists of sanctioned individuals or entities, under Sanctions Laws (“**Sanctions Lists**”). Transactions with individuals or entities included on such lists (“**Sanctioned Persons**”) may trigger prohibitions, financing restrictions, asset freezes and reporting requirements for the Company.

The Sanctions List Countries can change at any time.

Examples of Sanctions Lists include, among others:

1. The United Nations Security Council Consolidated List administered by the United Nations Security Council;
2. The Consolidated list of individuals, groups and entities subject to EU financial sanctions administered by the European Union;
3. The Consolidated List of Financial Sanctions Targets in the UK administered by Her Majesty’s Treasury of the United Kingdom; and
4. The Specially Designated Nationals and Blocked Persons List (“**SDN List**”) administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“**OFAC**”).

## 8.2 Compliance Requirements

It is the Company’s policy to ensure that it does not engage in dealings that involve directly or indirectly individuals or entities that are the target of sanctions (“**Sanctioned Parties**”), unless explicitly authorized by the ARC. The term “Sanctioned Parties”, includes:

- ✓ Any individual, organization or entity that is resident in, or organized under, the laws of a Sanctioned Country;
- ✓ Any Sanctioned Person;
- ✓ Any individual or entity owned, controlled, or acting on behalf or at the direction of any of the above;



The Company will take measures to mitigate the risk of doing business that may involve Sanctioned Parties, as such conduct could result in criminal, civil, and/or administrative liability and/or reputational harm for the Company. Such measures include robust sanctions screening on third parties that the Company engages with as well as additional due diligence on such parties as appropriate.

There are certain, limited, exceptions under Sanctions Laws for the supply of pharmaceuticals and/or humanitarian assistance. However, these exceptions may require approval by government agencies under Sanctions Laws. The exceptions are subject to conditions. Failure to obtain such approvals or to comply with such conditions can result significant in criminal, civil, and/or administrative penalties for both the Company and the individuals involved.

If you believe such an exception may apply, you must obtain approval from the Compliance Team before negotiating and agreeing such a supply.

Further detailed procedures for transactions involving Sanctioned Countries and Sanctions List Countries are set out in paragraphs 8.5 and 8.6 below.

### **8.3 Sanctions Screening**

#### **8.3.1 The Importance of Sanctions' Screening**

Effective screening measures are essential to the management of sanctions' risks and to ensure that the Company does not engage in any business involving Sanctioned Parties.

Sanctions' list screening is a mandatory part of the Company's KYC procedure. The purpose of the Sanctions' List screening is to check all publicly available Sanctions Lists to determine whether doing business with a potential business partner does not constitute a breach of Sanctions' Law. If such a breach would be unavoidable, the business partner cannot be approved and not business transactions can be made with such business partner.

In connection with Third Parties such as Customers and Vendors, the Customer & Vendor Policy must be followed to ensure that such screening is executed. In particular, the affected Employee must provide all relevant information on parties the Company transacts or is about to transact with to the Compliance Team to enable the screening of same.

#### **8.3.2 Company's Sanctions Screening Procedure.**

- a. The sanctions' screening procedure is operated by the Compliance Team via LSEG World-Check One. LSEG World-Check One is a database of Politically Exposed Persons (PEPs) and heightened risk individuals and organizations, used around the world to help, identify and manage financial, regulatory and reputational risk.
- b. The Compliance Team will conduct screening for all Third Parties as required under this Policy. Furthermore, the Customer & Vendor Policy must be followed to ensure such screening is executed



as well for all Customers and Vendors. In particular, it is essential for all relevant information on Third Parties the Company transacts with to be forwarded to the Compliance Team to enable the screening of same.

- c. During the screening procedure, the Compliance Team checks the names of third parties, their directors and beneficial owners against Sanctions Lists to determine whether or not there is a potential sanctions' match. If the screening reveals such a potential match, the Compliance Team determine whether there is an actual match, in which case the contemplated transaction will be prohibited, or whether the potential match is a false positive.

The sanctions screening will occur prior to commencing a new business relationship as well as periodically for existing business relationships to ensure ongoing sanctions compliance. Any potential hits from the periodical automated screening are reviewed by the Compliance Team for evaluation.

#### **8.4 Red Flags**

For transactions or business relationships with Third Parties from countries included in the Sanctions List, the Compliance Team will review documentation and other information provided to the Company by the Third Party as well as details of the proposed transaction for any Red Flags.

Common Red Flags include but are not limited to:

- ✓ The name of the Third Party or its address is similar to one of the Sanctioned Parties.
- ✓ The Third Party is small and little known (i.e., information of the Third Party and its principals are unavailable from normal sources).
- ✓ The Third Party is reluctant to provide information about its Beneficial Owner (including its directors and the remaining officers).
- ✓ The Third Party uses only a "P.O. Box" address or has facilities that appear inappropriate.
- ✓ The Third Party is known to have, or is suspected of having, unauthorized dealings with Sanctioned Parties.
- ✓ The Third Party is known to have been convicted of or charged with a violation relating to Sanctions Laws.
- ✓ Refusal by a distributor, reseller or vendor to accept the Model Sanction Clauses (see [Appendix III](#)) provided that the distributor, seller or vendor does not have its own sanctions policy and/or terms providing essentially equivalent coverage as the present Policy.
- ✓ The Third Party is evasive about its customers.



The above is not intended to be an exhaustive list. Any suspicion of direct or indirect involvement of a Sanctioned Party, or in case any other issue of compliance with sanctions is raised, further investigation should be carried out in accordance with this Policy.

If you identify any Red Flags, you must report same to the Compliance Team who will decide how to handle the situation.

### **8.5 Transactions involving Sanctioned Countries**

Countries or territories currently subject to U.S. comprehensive sanctions are the territory of Crimea, Donetsk People's Republic and Luhansk People's Republic regions, Cuba, Iran, North Korea, and Syria (hereinafter referred to as "Sanctioned Countries").

In accordance with the Decision Tree for Determining KYC Procedures and the Matrix on Compliance Checks as prescribed in the Customer & Vendor Policy, you must apply the procedures set out below.

#### **A. The customer is a well-known Non-Governmental Organization (hereinafter referred to as "NGO") with humanitarian goals:**

If any of the parties involved in the transaction (including customer, agent(s), freight forwarder, carrier, delivery address, bank(s), payer etc.) is located in or a transit country is a Sanctioned Country and the customer is a well-known NGO with humanitarian goals, you must:

1. Confirm that the products to be supplied are in the permitted category of "medicines" as defined in the relevant U.S. sanctions regulations, and;
2. Confirm that all payments involved in the transaction (including freight, forwarding agents commission, insurance etc.) are paid in another currency other than U.S. dollars, and;
3. Confirm that none of the payments in item 2 involve a U.S. bank;
4. Arrange for the Company's KYC Questionnaires to be completed by that Party.
5. Obtain the corporate documents of the NGO, as listed in the KYC Checklist, namely:
  - ✓ Memorandum and Articles of Association.
  - ✓ Certificate of Incorporation.
  - ✓ Certificate of Directors and Secretary.
  - ✓ Certificate of Shareholders.
  - ✓ Certificate of Registered Office Address.

- ✓ Certificate of Goodstanding.
- ✓ Certificate of Incumbency.
- ✓ Corporate Structure, signed and stamped by a director of the company.

The above corporate documents should be obtained by the competent authority of the country where the NGO is registered.

6. Obtain the KYC (Know-Your Client) documents of all officers, namely, directors, secretary, shareholders and Ultimate Beneficial Owner as listed in the KYC Checklist, namely:
  - ✓ Valid passport.
  - ✓ Recent utility bill.
  - ✓ CV and
  - ✓ Professional reference letter.

The documents listed in points 5 and 6 should be signed, stamped and duly certified by a certifying officer or a lawyer and should be no older than 6 months.

Once the above documents/information are received, the Compliance Team will proceed with the Screening procedure which will determine whether the parties can be approved or not. As soon as the screening procedure is completed the Compliance Team will notify you of the result.

The transaction with the NGO customer can only proceed if the NGO confirms in the contract:

1. that it has direct responsibility for the distribution of the products after delivery;
2. the products will not benefit a Sanctioned Person, Country, Government, or Organization;
3. its acceptance to the Model Sanctions Clauses for Vendors/Distributors and Out-Licensing Customers in Appendix III.

The transaction can only proceed if and when the Compliance Team has confirmed to you in writing approval of the transaction.

***B. Any other customer:***

If any of the parties involved in the transaction (including customer, agent(s), freight forwarder, carrier, delivery address, bank(s), payer etc.) is located in or a transit country is a Sanctioned Country, you must:

1. Confirm that the products to be supplied are in the permitted category of “medicines” as defined in the relevant U.S. sanctions regulations, and;
2. Confirm that all payments involved in the transaction (including freight, forwarding agents commission, insurance etc.) are paid in another currency other than U.S. dollars, and;
3. Confirm that none of the payments in item 2 involve a U.S. bank, and;
4. Arrange for the Company’s KYC Questionnaires to be completed by that Party.
5. Obtain the corporate documents of the customer, as listed in the KYC Checklist, namely:
  - ✓ Memorandum and Articles of Association.
  - ✓ Certificate of Incorporation.
  - ✓ Certificate of Directors and Secretary.
  - ✓ Certificate of Shareholders.
  - ✓ Certificate of Registered Office Address.
  - ✓ Certificate of Good standing.
  - ✓ Certificate of Incumbency
  - ✓ Corporate Structure, signed and stamped by a director of the company.

The above corporate documents should be obtained by the country’s competent authority.

6. Obtain the KYC documents of all officers, namely, directors, secretary, shareholders and Ultimate Beneficial Owner as listed in the KYC Checklist, namely:
  - ✓ Valid passport,
  - ✓ Recent utility bill,
  - ✓ CV and
  - ✓ Professional reference letter.

The documents listed in points 5 and 6 should be signed, stamped and duly certified by a certifying officer or a lawyer and should be no older than 6 months.



Once the above documents/information are received the Compliance Team will proceed with the Screening procedure which will determine whether the parties can be approved or not. As soon as the screening procedure is completed, the Compliance Team will notify you of the result.

The transaction with the customer can only proceed if the customer confirms in the contract:

1. that the products will not benefit a Sanctioned Person, Country, Government or Organization;
2. its acceptance of the Model Sanctions Clauses for Vendors/Distributors and Out-Licensing Customers in Appendix III, and;
3. its acceptance to the Model Anti-Bribery & Corruption Clauses for Third Parties and Intermediaries (such as Agents and Distributors) and Customers in Appendix III of the Anti-Bribery & Corruption Policy.
4. To comply with all direct and indirect tax obligations in relation to the transaction and the profits the customer derives therefrom completely, timely and accurately.

The transaction can only proceed if and when the Compliance Team has confirmed to you in writing approval of the transaction.

### **8.6 Transactions involving Countries Subject to Sanctions**

The Countries Subjected to Sanctions lists can change at any time.

If any of the customer, agent(s), distributors, supplier/provider is located in a Country Subjected to Sanctions, the Compliance Team must:

1. Obtain details of all parties that are involved in the transaction.
2. Arrange for the Company's KYC Questionnaires to be completed by that Party.
3. Identify any other third parties directly or indirectly involved in the transaction.
4. Obtain the corporate documents of all parties concerned, as listed in the KYC Checklist, namely:
  - ✓ Memorandum and Articles of Association.
  - ✓ Certificate of Incorporation.
  - ✓ Certificate of Directors and Secretary.
  - ✓ Certificate of Shareholders.
  - ✓ Certificate of Registered Office Address.



- ✓ Certificate of Goodstanding.
- ✓ Certificate of Incumbency
- ✓ Corporate Structure, signed and stamped by a director of the company.

The above corporate documents should be obtained by the country's competent authority.

5. Obtain the KYC (know your client) documents of all officers, namely, directors, secretary, shareholders and Ultimate Beneficial Owner as listed in the KYC Checklist, namely
  - ✓ Valid passport,
  - ✓ Recent utility bill,
  - ✓ CV and
  - ✓ Professional reference letter.

Once the above documents/information are received the Compliance Team will proceed with the Screening procedure which will determine whether the parties can be approved or not. As soon as the screening procedure is completed, the Compliance Team will notify you of the result.

The transaction can only proceed if and when the Compliance Team has confirmed to you in writing approval of the Onboarding of relevant stakeholder.

## 9. SANCTIONS COMPLIANCE INFRASTRUCTURE

### 9.1 Customer & Vendor Policy

The Customer & Vendor Policy sets out a Matrix on Compliance Checks, which identifies risks, including those associated with Sanctioned Countries.

### 9.2 Contract Clauses

The Company can be held responsible for sanctions violations committed by Third Parties including but not limited to its distributors and resellers. Every contract or agreement with a Third Party must therefore be in writing and, if required by the Customer and Vendor Policy, approved in advance by the Compliance Team. In connection with critical supply contracts same shall be reviewed by the Compliance Team in consultation with the ARC. The contract or agreement must also include a statement requiring the Third Party to comply with the Group's Code of Ethics and Conduct, this Policy, and any applicable Sanctions Laws by including the applicable Model Sanctions Clauses (see [Appendix II](#)). Therefore, a Third Party's refusal to sign any contract or agreement will result in our refusal to engage with them.



### 9.3 Recordkeeping

The Compliance Team must maintain records of all relevant transactional documentation relating to compliance with Sanctions Laws including but not limited to screening and due diligence records, screening matches determinations/resolutions, steps taken to resolve any Red Flags, end user statements, licenses obtained from governmental authorities, compliance training presentations and participant logs, etc. All such records must be retained for a minimum period of five years from the date of the relevant transaction or activities or longer as applicable law requires.

### 9.4 Training

The Company recognizes the importance of providing formal training on Sanctions Laws to directors, officers and employees (including new employees upon their induction, in particular to those involved in business transactions triggering the applicability of Sanctions Laws. Considering the importance of this Policy the Company will provide appropriate training on Sanctions and the related legal issues on (at least) annual basis, with the Company maintaining a participant log for such trainings.

### 9.5 Audit

The Company shall ensure that independent and effective audits of the Company's compliance with this Policy occur periodically, and shall appoint a qualified and objective third party to conduct this audit. All audits must involve appropriate testing of an appropriate sample of Company customers and transactions as determined by the auditor. All sanctions audit reports must be shared with the ARC.

## 10. QUESTIONS AND DISTRIBUTION

- 10.1 Any questions, concerns, or suggestions regarding this Policy should be addressed to the Compliance Team.
- 10.2 Copies of this Policy shall be distributed to all Affected Employees. The Company may choose to satisfy this distribution requirement by posting this Policy on its website or at its offices in a conspicuous location accessible to all Affected Employees and other parties.

Head of Legal and Compliance Department: Elina Skoullou  
Contact Number: (+357) 25 553 584  
Email Address: [E.Skoullou@remedica.eu](mailto:E.Skoullou@remedica.eu)  
[ComplianceRem@remedica.com.cy](mailto:ComplianceRem@remedica.com.cy)



**APPENDIX I:**  
**REMEDICA LIMITED**  
**(“The Company”)**

**CERTIFICATION OF COMPLIANCE – FOR NATURAL PERSONS**

I, \_\_\_\_\_, hereby acknowledge that I have received and read a copy of the Company’s Sanctions Policy (the “Sanctions Policy”). I further acknowledge that I understand this Sanctions Policy and agree to comply with its terms. I am also aware that any violation of this Sanctions Policy or applicable Sanctions Laws and Trade Restrictions, may subject me to criminal, civil, and/or administrative penalties and a disciplinary action by the Company, which may result in the termination of my employment.

I hereby state and confirm that the Company’s Sanctions Policy is to be considered as an integral part of my Employment Agreement/Service Contract.

Print Name:

Title or Position:

Date:

Signature:



**APPENDIX II:**  
**REMEDICA LIMITED**  
**(“The Company”)**

**CERTIFICATION OF COMPLIANCE – FOR LEGAL ENTITIES**

We, \_\_\_\_\_, with Registration Number \_\_\_\_\_, and \_\_\_\_\_, registered office address at \_\_\_\_\_, hereby acknowledge that we have received and read a copy of the Company’s Sanctions Policy (the “Sanctions Policy”). We further acknowledge that we understand this Sanctions Policy and agree to comply with its terms. We are also aware that violation of this Sanctions Policy or applicable Sanctions Laws and Trade Restrictions, may subject our company to criminal, civil, and/or administrative penalties and termination of our business relationship with the Company.

Company Name:

Name of Authorised Signatory:

Title or Position of the Authorised Signatory:

Date:

Signature:



### APPENDIX III:

#### MODEL SANCTIONS CLAUSES

##### A. VENDORS

- 1.1 [...] confirms that the products, software and technology (hereinafter referred to as the “Items”) supplied are not subject to U.S., EU or UK export controls regulations (hereinafter referred to as the “Export Controls Regulations”). If the Items are subject to export controls regulations then , [...] shall provide to Remedica Limited (hereinafter referred to as the “Company”) upon signing of the agreement the relevant national export control numbers of the Items including the U.S., EU or UK Export Control Classification Numbers (ECCNs).
- 1.2 [...] represents and warrants that it is and will remain fully compliant with all applicable trade laws, regulations, instructions, and policies, including but not limited to obtaining export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies relating to the supply of the Items.[...] shall provide the Company with all pertinent documentation proving its compliance with all applicable trade laws, regulations, instructions and policies.
- 1.3 [...] represents and warrants that no Items, that are included in, incorporated into, or supplied in connection with the Items originate in any country, territory, or geographic region that is itself the target of comprehensive country-wide or territory-wide economic sanctions, trade embargoes, or restrictive measures under Sanctions Laws at any point during the term of this agreement (hereinafter referred to as the “Sanctioned Country”). Sanctions Laws means any trade embargoes, economic or financial, export restrictions, and other measures adopted, administered, imposed, or enforced by but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce’s Bureau of Industry and Security, the Council of the European Union, Her Majesty’s Treasury of the United Kingdom, or the United Nations Security Council (hereinafter referred to as the “Sanctions Authority”).
- 1.4 [...] represents and warrants that it is not a person included on the U.S. Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions, the Consolidated List of Financial Sanctions Targets in the UK, the Consolidated United Nations Security Council Sanctions List, or any other applicable list that may be adopted, administered, imposed, or enforced by a Sanctions Authority at any point during the term of this agreement (hereinafter referred to as the “Sanctions List”).
- 1.5 [...] acknowledges that Sanctioned Persons do not only include persons who are explicitly included on any Sanctions List maintained by a Sanctions Authority but also (a) any individual or entity that is a citizen of, resident of, located in, or organised under the laws of a Sanctioned Country; (b) the government of any Sanctioned Country; or (c) any individual or entity that is directly or indirectly 50% or more owned or controlled by one or more individuals or entities that are designated on any Sanctions List.

- 1.6 [...] confirms to comply with all direct and indirect tax obligations in relation to the transaction and the profits the vendor shall derive therefrom completely, timely and accurately.
- 1.7 If [...] has a reasonable suspicion that a breach of Sections 1.1 through 1.6 has occurred or is likely to occur including but not limited to a credible allegation of potential misconduct that comes to the attention of the [...] from a credible source, it shall notify the Company, for the attention of the Compliance Team, in writing and shall have 7 working days from the date of the written notice to conduct an internal investigation and report its finding to the Company. If the Compliance Team is not satisfied with the internal investigation and continues to suspect on reasonable grounds, that a breach has occurred, it may, at its expense, retain a law/audit firm to review [...]’s investigative steps and findings in respect of the suspected breach.
- 1.8 In case of a suspected/confirmed breach of Sections 1.1 through 1.6, the Company shall have the right to terminate this agreement with immediate effect and without prejudice Company’s rights or remedies under this agreement or applicable law.

## **B. DISTRIBUTORS/OUT-LISENCING CUSTOMERS**

- 1.1 [...] acknowledges that the products and services received from Remedica Limited (hereinafter referred to as the “Company”) may be subject to any trade embargoes, economic or financial, export restrictions, and other measures adopted, administered, imposed, or enforced by but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce’s Bureau of Industry and Security, the Council of the European Union, Her Majesty’s Treasury of the United Kingdom, or the United Nations Security Council (hereinafter referred to as the “Sanctions Authorities”).
- 1.2 [...] represents and warrants that it will comply with all applicable Sanctions Laws in conducting its activities under this agreement and confirms that it will not take any action that would cause the Company to be in violation of any Sanctions Laws applicable to the Company.
- 1.3 [...] represents and warrants that it shall comply with all direct and indirect tax obligations in relation to the transaction and the profits that the Distributor/Out-Licensing Customer derives therefrom completely, timely and accurately.
- 1.4 [...] represents and warrants that all products and services received from the Company will be supplied, distributed, exported, re-exported, transferred or provided onwards in compliance with Sanctions Laws. In particular, [...] confirms that it will not supply, distribute or provide any of the Items, directly or indirectly, to any country, territory, or geographic region that is itself the target of comprehensive country-wide or territory-wide economic sanctions, trade embargoes, or restrictive measures under Sanctions Laws at any point during the [term of this agreement/contract] (hereinafter referred to as the “Sanctioned Country”), or to any person included on the U.S. Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions, the Consolidated List of Financial Sanctions Targets in the UK, the Consolidated United Nations Security Council

Sanctions List, or any other applicable list that may be adopted, administered, imposed, or enforced by a Sanctions Authority at any point during the [term of this agreement/contract] (hereinafter referred to as “Sanctions Lists”).

- 1.5 [...] acknowledges that Sanctioned Persons do not only include persons who are explicitly included on any Sanctions List maintained by a Sanctions Authority but also (a) any individual or entity that is a citizen of, resident of, located in, or organised under the laws of, a Sanctioned Country; (b) the government of any Sanctioned Country; or (c) any individual or entity that is directly or indirectly 50% or more owned or controlled by one or more individuals or entities that are designated on any Sanctions List.
- 1.6 [...] also represents and warrants that neither [...] nor any its shareholders, directors, officers, employees or agents is, or is acting under the direction of, on behalf of, or for the benefit of, a Sanctioned Person.
- 1.7 If [...] has a reasonable suspicion that a breach of Sections 1.1 through 1.6 has occurred or is likely to occur, including, but not limited to a credible allegation of potential misconduct that comes to the attention of [...] from a credible source, it shall notify the Company, for the attention of the Compliance Team, in writing and shall have 7 days from the date of the written notice to conduct an internal investigation and report its finding to the Compliance Team. If the Compliance Team is not satisfied with the internal investigation and continues to suspect on reasonable grounds that a breach has occurred or will occur, the Compliance Team shall have the right to audit [...] in respect of its compliance with Sections 1.1 through 1.6 and to investigate any notice or other reasonable suspicion of breaches of Sections 1.1 through 1.6 or retain a law/audit firm to do so on its behalf. [...] shall cooperate and provide such information or documents as the Compliance Team or law/audit firm may request for that purpose, including making available its personnel to cooperate with the Compliance Team or law/audit firm for that purpose.
- 1.8 In case of a suspected/confirmed breach of Sections 1.1 through 1.6, the Company shall have the right to terminate this [agreement/contract] with immediate effect and without prejudice Company’s rights or remedies under this *agreement* or applicable law.
- 1.9 Notwithstanding any other provision of this agreement [...] shall indemnify and hold the Company harmless for all liabilities, damages, costs or expenses incurred arising from [...]’s failure to comply with Sections 1.1 through 1.6 in connection with this [agreement/contract] or the termination thereof, except to the extent such claims, damages, costs or expenses are caused by the acts or omissions of the Company.