

Economic Sanctions Requirements

Zentiva group company as supplier:

Zentiva: In the context of these Economic Sanctions Requirements, Zentiva shall be an entity of the Zentiva Group, being, in the relevant agreement, also particularly identified as the Supplier, Seller, Manufacturer or Provider (or otherwise being in similar position as foregoing).

Client: In the context of these General Terms of Delivery, the Client shall be an entity identified in the relevant agreement as the Client, Buyer, Customer, Purchaser or Mandatory (or otherwise being in similar position as foregoing).

Agreement: In the context of these Economic Sanctions Requirements, the Agreement shall be the relevant agreement to which these Economic Sanctions Requirements form an appendix and are integral part thereof; the contracting parties shall be the respective parties referred to by such agreement, therefore, in the terminology of these Economic Sanctions Requirements, the Client and Zentiva.

Purchase Order: In the context of these Economic Sanctions Requirements, the Purchase Order shall be the relevant purchase order between Zentiva and Client, placed individually or under the Agreement, to which these Economic Sanctions Requirements form an appendix and are integral part thereof. Unless specifically stated otherwise, all rights and obligations provided therein for Agreement shall apply also to Purchase Order and vice versa.

I. General Provisions

1. All investment, goods (incl. Zentiva products), services and supplies, as well as other Zentiva's performance for the Client ("Delivery"), carried out under the Agreement entered by and between the Client and Zentiva, including the Agreement entered in the form of Zentiva's quotation and its acceptance by the Client, or Client's Purchase Order subsequently confirmed by Zentiva, shall be subject to these Economic Sanctions Requirements,
2. Any amendments and modifications to these Economic Sanctions Requirements, or deviations here from, may only be made or arranged by means of an express written agreement between the Client and Zentiva.
3. Client agrees to conduct all transactions in connection with Agreement and Delivery in compliance with applicable economic sanctions, including the sanctions administered by the Security Council and/or General Assembly of the United Nations ("**UN**"), the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union and its Member States, and the United Kingdom (collectively, "**Sanctions**"). Client shall not do, or omit to do, anything that would cause Zentiva to be in breach of Sanctions.

Without limiting the generality of the foregoing:

- Neither Client, nor any of its agencies or affiliates, are a party listed on, or majority-owned by, a party on an applicable restricted party list, including without limitation (i) the list of sanctioned entities maintained by the UN; (ii) the List of Specially Designated Nationals, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List, all administered by OFAC; or (iii) the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; or (iv) the consolidated lists of Persons, Groups and Entities subject to EU Financial Sanctions, as implemented by the EU (each, a "**Restricted Party List**"); and

- Client shall not, in connection with the performance of this Agreement, directly or indirectly, engage in business with, or provide Zentiva products or services to any party listed on, or majority-owned by a party listed on, a Restricted Party List.

II. For supply or distribution in High-Risk Country

If the possible Agreement involves supply or distribution to a High-Risk Country (High Risk Country being defined as the country with respect to which there is an active UN, EU or USA sanctions program as published on <https://www.sanctionsmap.eu/#/main> or <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information> and as indicatively listed herein below):

1. Client hereby agrees to disclose in advance all proposed end users of Zentiva's products, and further agrees that Zentiva may reject, without penalty, any proposed end user, if the distribution of Zentiva's products to that end user would not comply with Sanctions. Client further agrees that it will provide, and require end users to provide, certifications of compliance in the form and manner required by Zentiva.
2. Zentiva may terminate the Agreement immediately and at will.
3. Client shall indemnify and hold Zentiva, its affiliates, directors, officers, employees, and representatives harmless from any claims, costs, liabilities, obligations and damages that Zentiva may incur as a result of any violation by Client, or any customer or affiliate of Client, of section II., Art. 1.
4. The Agreement shall remain in force for the 12 (twelve) months from the effective date (unless shorter term is agreed).
5. In case of the termination of the Agreement, Purchase Orders that Zentiva has confirmed at the time of notification of the termination shall be delivered by Zentiva and shall be paid for by Client according to the terms of the Agreement. In case of termination of the Agreement due to noncompliance with Sanctions by Client or its customers or expiration of the term of the Agreement, all pending orders shall be considered cancelled and Zentiva shall not deliver any order (including confirmed Purchase Orders) to Client and Client shall not be obliged to pay for the product and shall not be entitled to claim and receive any compensation in relation to such termination and/or cancellation of any order(s).

Indicative List of High Risk Countries:

- Afghanistan
- Belarus
- Bosnia and Herzegovina
- Burma (Myanmar)
- Central African Republic
- China
- Cote d'Ivoire
- Cuba
- Democratic Republic of Congo
- Egypt
- Eritrea
- Guinea
- Guinea-Bissau
- Haiti
- Iraq
- Iran
- Lebanon
- Liberia
- Libya
- Mali
- Moldova
- Monte Negro
- Nicaragua
- Russia
- Serbia
- Somalia
- South Sudan
- Sudan
- Tunisia
- Turkey
- Venezuela
- Yemen
- Zimbabwe