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<b>1</b>	<b>Abbreviations and terms</b>
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For the purposes of this Policy, the terms below shall have the following meanings:

**Agreement** - when this Policy uses the word “agreement”, the term includes other “legal acts” of the Company, unless the context of the particular provision of the Policy indicates otherwise.

**Approval Workflow** - the approval workflow under the Rules.

**Board of Directors** - the Board of Directors of the Company as its statutory body; the members of the Board of Directors are registered in the Commercial Register.

**Company** - CETIN Hungary Zrt., a company incorporated and existing under the laws of Hungary with identification No. 13-10-042052, having its seat and registered address at 2045 Törökbálint, Pannon út 1.

**Compliance Portal** - the Company's intranet site containing information specified by selected internal regulations of the Company, or other selected information relating to compliance of the Company's activities with certain relevant legal regulations, in particular in the areas of international sanctions, personal data protection, whistleblowing, criminal liability, etc., the content of which is managed by the Legal Department.

**Control** - the right or any ability of the ultimate Controlling person to control or direct, directly or indirectly, the affairs of the Counterparty, whether based on an agreement, ownership of an equity interest or otherwise; control of the affairs of the Counterparty includes, but is not limited to, (a) the ability to direct its corporate policies, affairs or management, (b) the ability to control the composition of the statutory body or other governing body of the Counterparty, (c) the holding (directly or indirectly) of more than fifty per cent (50%) of the shares issued by the Counterparty or an equity interest, (d) the holding (directly or indirectly) of more than fifty per cent (50%) of the voting rights attached to shares or other securities issued by the Counterparty or to an interest in the Counterparty; the terms “Controlled” and “Controlling” shall be interpreted appropriately, based on the definition of “Control”.

**Counterparty** - both a potential and existing contractual partner of the Company or other party to whom a consideration is to be provided by the Company, including a bank or other entity through which a consideration is to be provided by the Company to satisfy an obligation of the Company to or for the benefit of a contractual partner of the Company or a third party, including the person who renders funding to the contractual partner of the Company.

**Dual-used items** - means items, including software and technology, which can be used for both civil and military purposes, particularly, but not limited to, certain telecommunications systems, equipment or technologies.

**Framework Agreement** - an agreement containing the general terms and conditions of the Company's cooperation with the Counterparty specified in more detail in the Rules.

**Group Legal** - shall mean the Chief Legal Counsel of CETIN Group.

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**International Sanctions** - any sanctions imposed by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Foreign and Commonwealth Office of the United Kingdom, the State Secretariat for Economic Affairs of Switzerland or any other relevant sanctioning authority (including, but not limited to, authorities in the European Union, the United States of America, the United Kingdom and Switzerland, and United Nations bodies).

**Legal Director** - the Legal and Compliance director of the Company.

**Listed Counterparty** - a Counterparty whose shares or shares of its Controlling Person are admitted to trading on a regulated market in the European Union, Switzerland, the United Kingdom of Great Britain and Northern Ireland, the United States of America, Canada, Singapore, Australia, New Zealand, the Republic of South Africa or Japan.

**Listed Material Subcontractor** - a Material Subcontractor whose shares or shares of its Controlling Person are admitted to trading on a regulated market in the European Union, Switzerland, the United Kingdom of Great Britain and Northern Ireland, the United States of America, Canada, Singapore, Australia, New Zealand, South Africa or Japan.

**Material Subcontractor** - a subcontractor of the Counterparty whose share in the performance of the Counterparty's obligations exceeds 10% of the value of the performance provided by the Counterparty to the Company.

**Policy** - this Policy, laying down rules for screening and assessing the levels of risk of Counterparties with respect to compliance with the Sanctions Obligations.

**PPF Group** - a group of companies Controlled by PPF Group N.V.

**PPF Group Sanctions Compliance Policy** - a policy governing PPF Group's rules and procedures in the area of assessment of risks related to International Sanctions, the purpose of which is to prevent violations of International Sanctions by PPF Group.

**Public Procurement Act** - Act CXLIII of 2015, including any law or other generally binding legal regulation that will replace it in the future.

**Relevant Actions** - has the meaning set out in Article 2.2 hereof.

**Relationship to the Risk Territory** - registered office, residence or registration in the Risk Territory or citizenship of the Risk Territory.

**Risk Territories** - means (i) the countries and territories listed in Commission Delegated Regulation (EU) 2016/1675 of 14 July 2016 supplementing Directive (EU) 2015/849 of the European Parliament and of the Council by identifying high-risk third countries with strategic deficiencies, as amended, and (ii) other countries and territories determined by the Legal Director taking into account the current geopolitical situation, requirements of financing banks, methodological recommendations issued within the PPF Group, etc., and published on the Compliance Portal.

**Rules** - the Company's Rules on Authority and Signing Rights and their Delegations as amended from time to time.

**Sanction Act** - Act I of 1956, including any law or other generally binding legal regulation that will replace it in the future.

**Sanctions Obligations** - the Company's obligations arising from (i) contractually or unilaterally assumed obligations relating International Sanctions, (ii) the Sanctions Act and (iii) other directly effective legislation, including, but not limited to, the relevant European Union regulations.

**Subcontractor** - a person who participates in the performance of the Counterparty's obligation; a Subcontractor is not an employee of the Counterparty.

**Ultimate Beneficial Owner (UBO)** - any natural person registered as an ultimate beneficial owner in the relevant public register, and any natural person who (i) directly or indirectly, alone or jointly with other natural persons acting in concert with them, has the right to a share, in the profits, other equity or liquidation balance of the Counterparty greater than 25%, or (ii) may exercise, directly or indirectly, a controlling influence in the corporation.

## 2 Purpose and scope

- 2.1 Following the Sanctions Obligations and taking into consideration the the PPF Group Sanctions Compliance Policy, this Policy lays down binding rules for screening and assessing the levels of risk of Counterparties and their Material Subcontractors with respect to compliance with the Sanctions Obligations when entering into agreements and taking other Relevant Actions on behalf of the Company.
- 2.2 For the purposes of this Policy, Relevant Actions shall mean:
- a) legal acts as defined in Article 1.3 of the Rules; and
  - b) making payments, issuing payment orders, receiving payments, receiving or providing goods and services, including, for the avoidance of doubt, making offsets of claims or exchanges of goods and/or services.
- 2.3 For the avoidance of doubt, where this Policy lays down rules relating to a particular Relevant Action, such rules shall apply mutatis mutandis to other Relevant Action in that area, unless such other Relevant Action is specifically regulated otherwise.
- 2.4 This Policy is binding on all employees and persons acting on behalf of the Company. Any breach of this Policy shall constitute a breach of mandatory regulations relating to the work performed, which can result in termination of employment. For the purposes of this Policy, employees of another employer temporarily assigned to perform work for the Company, including agency employees and persons performing work under agreements for work performed outside of the employment contract pursuant to the Labour Code, or persons authorised by the Board of Directors to perform certain activities within the operation of the enterprise, shall also be deemed to be employees of the Company. The Policy shall apply to other persons if explicitly stated in the text.
- 2.5 This Policy shall be approved and may only be amended by or on the basis of a decision of the Legal Director and the Chief Executive Officer.

## 3 Basic principles

**Section 3 hereof lays down the basic principles to be followed at all times in proceeding under this Policy.**

- 3.1 **[Violations of International Sanctions and Sanctions Obligations will not be tolerated]** The Company does not tolerate any violation of the International Sanctions or Sanctions Obligations or any conduct that attempts to circumvent them or organizes, facilitates, approves or otherwise participates in such circumvention. All employees and persons acting on behalf of the Company shall at all times act in accordance with this Policy and the Sanction Obligations and shall refrain from any conduct that could result in a breach, or even merely suggest a breach of the Sanction Obligations or give the appearance of a breach or circumvention of the Sanction Obligations. Violations (even unintentional) of the International Sanctions or circumvention thereof, including business relationships with Counterparties engaged in such illegal activities, may expose the Company, PPF Group, its direct or indirect shareholders and other related parties, including their employees, members of their bodies and/or persons acting on their behalf, to reputational damage, loss of business partners and/or opportunities, fines, criminal prosecution and/or International Sanctions. In some jurisdictions, they may be criminal.
- 3.2 **[Prohibited transactions]** It is prohibited to take and/or promise to take Relevant Action
- a) that would constitute violation of or circumvent International Sanctions or Sanctions Obligations,
  - b) with a Counterparty with which or with whose Subcontractor you are prohibited by the International Sanctions or Sanctions Obligations from having any business or other relationship,
  - c) with Counterparties which or whose Subcontractors are reasonably suspected of acting in violation of the International Sanctions,
- including by engaging in or promising to engage in such Relevant Action through a third party.
- 3.3 **[No retaliatory measures]** No employee or person acting on behalf of the Company shall be subject to any adverse consequence for (i) refusing to take or approve a Relevant Action or to take any other action prohibited

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by this Policy, or (ii) otherwise refusing to engage in the taking, approval or performance of such Relevant Action, or (iii) raising a good-faith, reasonable objection that the taking of a particular Relevant Action would violate a prohibition under this Policy, even though it may result in a loss of business or other disadvantage to the Company, PPF Group, its direct or indirect shareholders or other related person. Any employee or person acting on behalf of the Company who believes that he or she has been the victim of prohibited retaliation may report it to the Company's ethics hotline or the PPF Group ethics hotline.

- 3.4 **[Relevant Actions by third parties]** Where a Relevant Action is performed by a third party on behalf of the Company based on an agreement or a power of attorney or other authority, the Counterparty to such Relevant Action must be screened under this Policy before it is performed as if such Relevant Action were performed directly by the Company. The responsibility for controlling and ensuring compliance with the obligations of a third party performing Relevant Actions on behalf of the Company shall be borne by the employee whose material competence includes relations with such third party (if there is more than one such responsible relevant employee, then all of them shall be obliged to control and ensure compliance with the obligations of such third party independently of each other).
- 3.5 **[Documentation and archiving obligation]** Compliance with the obligations under this Policy shall be documented. Each person who has conducted screening of a Counterparty hereunder shall be obliged to ensure that the following is handed over for proper archiving without undue delay: (i) a copy of the Relevant Action or a brief description or record of such Relevant Action, (ii) a copy of all documents that formed the basis of the screening of the Counterparty hereunder, and (iii) a copy of all documents providing a picture of the outcome of the screening of the Counterparty. Archiving must be ensured in accordance with the relevant manual of the Company. The time limit for the submission of documentation for archiving shall be no more than 14 days after the Counterparty has been screened, unless laid down otherwise in this Policy or in any other internal regulation. Documents under this Policy shall be archived for a period of 10 years.
- 3.6 **[Relevant Actions that are not classifiable under the Rules]** In the event that a Relevant Action is to occur that is not described in the Rules and, as well as in the event of any doubt as to the interpretation of this Policy, it is necessary to seek the opinion of the Legal Director, who is authorised to determine the proper course of action in accordance with the purpose of this Policy, and employees are obliged to comply with such opinion.
- 3.7 **[Framework Agreements]** If a Counterparty has been screened hereunder when entering into a Framework Agreement, the Counterparty shall no longer be screened when entering into partial agreements; this is without prejudice to the provisions of Articles 4.12 and 4.13.
- 3.8 **[Approval Workflow]** If a Relevant Action is subject to approval in the Approval Workflow, the employee who is the originator of that Relevant Action shall expressly confirm, by approving that Relevant Action in the Approval Workflow, that he/she has performed or ensured the performance of the obligations in relation to that Relevant Action hereunder.
- 3.9 **[Dual-used items]** If the Company intends to enter into a legal transaction whereby the Company is to export certain goods, such as telecommunications equipment, systems or technology, outside the customs territory of the European Union, or to broker such export, it is necessary to assess in advance whether such transaction is subject to the Dual-used goods regulation. For this purpose, the employee responsible for the Relevant Action shall seek the opinion of the Legal Director in a timely manner, i.e. at the commencement of the preparation of such Relevant Action, provide him/her with all necessary information, including documents, **and shall neither conduct nor promise to conduct the Relevant Action** until the opinion of the Legal Director on this matter has been issued; employee responsible for the Relevant Action shall subsequently follow such opinion.

## 4 Counterparty screening

- 4.1 **[The screening must be carried out in a timely and diligent manner]** All inquiries and screening activities under this Policy must be made sufficiently in advance of the commencement of the relevant Approval Workflow or, if the Relevant Action is not subject to an Approval Workflow, prior to the Relevant Action so that their results can be properly and responsibly evaluated. The employee responsible for the Relevant Action shall assess whether the information and documents submitted by the Counterparty appear to be credible; if the employee responsible for the Relevant Action has reasonable doubt as to the credibility of the date or

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documents submitted, he/she shall be obliged to communicate such doubt to the Legal Director, request his/her opinion on how to proceed, and subsequently follow such opinion. It is prohibited to take and/or promise to take Relevant Action prior to conducting a screening under this Policy.

- 4.2 **[Inquiry into members of statutory and supervisory bodies and Ultimate Beneficial Owners]** The employee responsible for the Relevant Actions shall make inquiries to find information on the members of the statutory and supervisory bodies and the Ultimate Beneficial Owners of the Counterparty from the public register<sup>1</sup>. If the information on the members of the statutory and supervisory bodies or the Ultimate Beneficial Owners of the Counterparty cannot be ascertained from the public register, the employee responsible for the Relevant Actions shall request the Counterparty to provide extracts (copies of entries) from the relevant registers on the basis of which the members of the statutory and supervisory bodies and the Ultimate Beneficial Owners of the Counterparty can be identified. If, under the Counterparty's legal system, the members of the statutory or supervisory bodies or the Ultimate Beneficial Owners of the Counterparty are not entered in any register, or the Counterparty claims that they are not, the employee responsible for the Relevant Actions shall request the Counterparty to reliably identify the members of the statutory and supervisory bodies and the Ultimate Beneficial Owners of the Counterparty.
- 4.3 **[Inquiry into Material Subcontractors]** The employee responsible for the Relevant Actions shall, where relevant, in particular where the Relevant Action involves the supply of goods or services to the Company by the Counterparty, request the Counterparty to identify the Material Subcontractors and their Ultimate Beneficial Owners.
- 4.4 **[Inquiry into the Relationship to the Risk Territory]** If it cannot be ascertained from the documents and information obtained pursuant to Articles 4.2 and 4.3 of the Policy whether or not the Counterparty, members of the statutory or supervisory bodies or the Ultimate Beneficial Owners of the Counterparty or Material Subcontractors or their Ultimate Beneficial Owners have a Relationship to the Risk Territory, the employee responsible for the Relevant Actions shall request the Counterparty to disclose whether or not such persons have a Relationship to the Risk Territory; for this purpose, the declaration template located on the intranet of the Company may be used.
- 4.5 **[Counterparty Screening]** If a Counterparty or a member of its statutory or supervisory body or its Ultimate Beneficial Owner has a Relationship to the Risk Territory, the employee responsible for the Relevant Actions shall, using the basic databases pursuant to Article 4.8 of this Policy, check all such persons against sanctions lists maintained for the purposes of the International Sanctions or for the purposes of the implementation of the Sanction Act.
- 4.6 **[Material Subcontractor screening]** If a Material Subcontractor or its Ultimate Beneficial Owner has a Relationship to the Risk Territory, the employee responsible for the Relevant Actions shall, using the basic databases pursuant to Article 4.8 of this Policy, check all such persons against sanctions lists maintained for the purposes of the International Sanctions or for the purposes of the implementation of the Sanction Act.
- 4.7 **[Exceptions]** The inquiries and/or screening under this Policy:
- a) shall not be conducted
    - (i) for a Counterparty whose Ultimate Beneficial Owner is also the Ultimate Beneficial Owner of the Company;
    - (ii) for a Counterparty which is
      - a contracting authority within the meaning of the Public Procurement Act, or
      - an organisation established, or an entity Controlled, by a government or local government of any state of the European Union, Switzerland, the United Kingdom of Great Britain and Northern Ireland, the United States of America, Canada, Singapore, Australia, New Zealand or Japan; in the case of this Counterparty the employee responsible for the Relevant Actions shall make an inquiry into the Material Subcontractors and their Relationship to the Risk Territory and, if their Relationship to the Risk Territory is ascertained, shall conduct a screening pursuant to Article 4.6 of the Policy,
      - unitowners' association in cases where said unitowners' association is not the end user of the services provided by the Company, based on the nature and type of contractual relations that the

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Company enters into with unitowners' associations (e.g. if the subject matter of the contract is a placement of telecommunications equipment in/on the building), or

- a member of a body of the Company,

(iii) for a Counterparty which itself or whose Controlling Person has been screened under this Policy with a negative result in the last 36 months, or in the case of a Counterparty, including a Material Subcontractor, with any connection to the Risk Territory in the last 12 months, and

(iv) without prejudice to the Article 6.1 of this Policy, where the Relevant Action means the conclusion of an employment transaction.

b) in case of

(i) a citizen of Hungary;

(ii) a Listed Counterparty, unless a process leading to the delisting of its shares from trading on the relevant regulated market has been initiated in respect of its shares;

(iii) a Listed Material Subcontractor, unless a process leading to the delisting of its shares from trading on the relevant regulated market has been initiated in respect of its shares;

(iv) a bank established in the European Union or a controlled person thereof,

(v) an insurance company established in the European Union or a controlled person thereof,

(vi) the Company's auditor,

(vii) the Company's attorney at law,

(viii) the Company's patent attorney,

(ix) a labor organization (trade union),

(x) an employers' organization or professional association, or

(xi) a provider of an accommodation services providing one-time short-term accommodation to the Company's employees during a business trip,

(xii) where the Relevant Action means the conclusion and/or performance of

- an electronic communications network relocation agreement,
- gratuitous placement of the Company's telecommunications lines or facilities on/within the real property of a third party.

shall be conducted only if there are or appear doubts or known facts impairing the integrity and/or trustworthiness of the Counterparty referred to above in this Article 4.7 letter b) from a sanctions compliance perspective.

An employee who does not conduct the inquiry and/or screening of the Counterparty pursuant to an exemption under this Article shall be obliged to make a record of the use of the exemption, indicating the specific point of the exemption under which the Counterparty was not screened and briefly describing the facts showing that the prerequisites for the use of the exemption have been met. In cases where the Relevant Action is approved in the Approval Workflow, the making of a record may be substituted by stating the relevant facts in a note/detailed description of the relevant item approved in the Approval Workflow.

4.8 **[Screening tools]** Screening according to Articles 4.5 and 4.6 hereof shall be conducted by searching for the entity to be screened in at least the basic databases listed by the Legal Director, a list of which is provided on the intranet of the Company; in case of any doubt or suspicion that the result of the screening in the basic databases referred to in the previous sentence is unclear, inaccurate or misleading, or in order to increase the certainty of the screening, the employee responsible for the Relevant Actions shall also conduct a screening in the other databases listed therein. In justified cases and based on consultation with the Legal Director, screening services may be used in addition to and/or instead of the listed databases.

4.9 **[Negative screening result]** If, based on the procedure set out in this Policy, the Counterparty and/or other entities screened under this Policy in relation to such Counterparty are not found to be on any sanctions list, the Relevant Action may proceed.

- 4.10 **[Positive outcome of screening]** If, pursuant to the procedure under this Policy, it is determined that the Counterparty and/or other entities screened pursuant to this Policy in connection with such Counterparty are on any sanctions list, **the Relevant Action may not be undertaken** until the relevance of the placement of such Counterparty or any other related entity on any sanctions list has been assessed in terms of the Company's compliance with the Company's obligations under the Sanction Act and the Company's Sanctions Obligations. For the purpose of the assessment, the relevant employee responsible for the Relevant Action shall hand over the necessary information, including documents and results of the screening of the Counterparty and/or any entities screened in relation to such Counterparty, to the Legal Director who shall ensure that the relevance of the placement of such Counterparty or other related entity on any sanctions list is assessed in terms of the Company's compliance with the Company's obligations under the Sanction Act and the Company's Sanctions Obligations; this is without prejudice to the obligation to archive such materials in accordance with the relevant regulations of the Company and this Policy.
- 4.11 **[Failure to provide cooperation]** Generally, in the event of a Counterparty's refusal or inability to comply with a request under Article 4.2 or 4.3 or 4.4, the Company generally should not be interested in conducting Relevant Actions with such Counterparty. The employee responsible for the Relevant Action in question in the case referred to in the preceding sentence (failure of the Counterparty to cooperate) shall promptly inform the Legal Director, provide them with all necessary information, including documents, **and shall not conduct or promise to conduct the Relevant Action** until the opinion of the Legal Director on the matter has been issued.
- 4.12 **[Re-screening]** If a screening has been conducted in relation to a particular Counterparty, including a Material Subcontractor, within the last 36 months or, in the case of a Counterparty, including a Material Subcontractor, with any connection to the Risk Territory, within the last 12 months with a negative outcome (see Article 4.9 hereof), it is not necessary to conduct an additional screening in relation to new Relevant Actions until 36 months or, in the case of a Counterparty, including a Material Subcontractor, with any connection to the Risk Territory, 12 months have elapsed since the previous screening. If there has been no change in any of the facts ascertained under Articles 4.2 to 4.4 of this Policy, including related documents, upon re-screening under this Article, no further inquiries or screening shall be conducted; the second sentence of Article 4.1 of the Policy shall apply mutatis mutandis.
- 4.13 **[Change of facts]** If, however, the facts ascertained according to this Policy change, a new inquiry and screening to the extent of those new facts must always (i.e. even before the expiration of the time period under Article 4.12 of the Policy) be conducted.

## 5 General monitoring of sanctions and other provisions

- 5.1 **[Continuity and consistency]** The Legal Department shall continuously monitor developments in the area of International Sanctions and shall notify other units of the Company of any relevant events, adopted rules or regulations, methodologies or policies in a timely manner through the intranet of the Company.
- 5.2 **[Sanctions Obligations]** The other units of the Company shall be obliged to consult with the Legal Department on any actions that would result in the Company incurring any new Sanctions Obligations.
- 5.3 **[Sectoral and territorial sanctions]** If the Legal Department becomes aware that new sanction mechanisms or regulations have been adopted in any sectoral or territorial area of the Company's operations, the Legal Department shall inform the relevant units of the Company through the intranet of the Company. Other units of the Company shall be obliged to provide the Legal Department with relevant information about the Counterparties (and the existing legal relationships to them) that operate in the economic sectors identified by the Legal Department or in or from the identified territories.
- 5.4 **[Risk analysis]** The Legal Department shall analyse the risks arising from the findings within the meaning of Articles 5.1 and 5.3 hereof, and shall report the results to the Board of Directors and, through the intranet of the Company, to the affected units of the Company.
- 5.5 **[Updating the list of high-risk territories]** The Legal Department shall continuously monitor the international classification of certain countries and/or territories whether they fall in the high-risk category and shall update the Company's intranet.

- 5.6 **[Compliance with reporting obligations]** If the Company is obliged under generally binding legislation to report selected matters (e.g. identified transactions) to the Sanctions Authority, such reporting is ensured by the Legal Department, which also ensures compliance with the reporting obligation under the PPF Group Sanctions Compliance Policy, if applicable to the Company.

## 6 Recruitment

- 6.1 The Human Resources and Support Services unit will conduct a screening of a job candidate who has a Relationship to the Risk Territory whether he or she is on the sanctions list. If this screening determines that a candidate for employment is on any sanctions list, **no employment contract may be entered into with the candidate** until the relevance of the candidate's placement on the sanctions list has been assessed in terms of the Company's compliance with the Company's obligations under the Sanction Act and the Company's Sanctions Obligations. For the purpose of the assessment, the relevant employee of the Human Resources and Support Services unit shall forward the necessary information, including documents and the results of the screening of the job candidate, to the Legal Director who shall arrange for an evaluation of the relevance of the placement of such Counterparty or other related entity on any sanctions list in terms of the Company's compliance with the Company's obligations under the Sanction Act and the Company's Sanctions Obligations; this is without prejudice to the obligation to archive such materials in accordance with the relevant regulations of the Company.

## 7 Contractual clauses

- 7.1 **[Application of contractual clauses]** To ensure the Company's compliance with the Sanctions Obligations, all employees creating any agreements, except
- a) employment contracts,
  - b) agreements for work performed outside of the employment contract,
  - c) agreements on performance of duties of a member of the Company's body,
  - d) Relevant Actions the Counterparty to which is not screened under the exemption pursuant to Article 4.7 letter 4.7a) hereof
  - e) as well as other agreements as may be determined by the Board of Directors,
- shall be obliged to include a model contractual clause addressing the sanction obligations in the text of the agreement in accordance with the template determined by the Legal Director and published on the Compliance Portal. Any changes of the template of sanction clauses shall be subject of the Group Legal approval. The Legal Director may issue further guidance on the use of contractual clauses under this Policy.
- 7.2 **[Modification of contractual clauses]** Any modification of or deviation from the text of the model contractual clauses must be discussed with and approved by the Legal Director after discussing this modification with the Group Legal and receiving its approval.
- 7.3 **[Non-acceptance of contractual clauses]** The employee responsible for the Relevant Action shall inform the Legal Director of the non-acceptance of the contractual clauses by the Counterparty. Non-acceptance of the contractual clauses by the Counterparty shall be grounds for not carrying out the Relevant Action.

## 8 Final and transitional provisions

- 8.1 **[Effect]** This Policy shall take effect on **1 May 2024** and supersedes in its entirety the policy which was in effect from 1 October 2022; the screening activities performed under that policy prior to the effective date of this Policy shall be deemed to be screening performed under this Policy.



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- 8.2 **[Ensuring compliance]** All affected units of the Company shall be responsible for screening previously unscreened Counterparties with which the Company has an effective legal relationship and which are not covered by the exemption under Article 4.7 hereof, in accordance with this Policy. The deadline for screening of Counterparties is **31 October 2024**; this is without prejudice to the obligation to screen Counterparties before a new Relevant Action is carried out.
- 8.3 **[Uncompleted Relevant Actions]** The obligation to conduct a Counterparty screening pursuant to Article 4 hereof, as well as the obligation to include a contractual clause in the agreement with such Counterparty pursuant to Article 7 hereof, shall also apply in relation to Relevant Actions in respect of which negotiations were initiated before this Policy took effect and have not yet been completed. In the event that the employee responsible for a Relevant Action reasonably believes that compliance with the obligations under this Policy would jeopardise a transaction beneficial to the Company, he/she may request the Legal Director to agree to postpone the deadline for compliance with:
- a) the obligation under Article 4 hereof until the expiration of the time period set out in Article 8.2 hereof; and
  - b) the obligation under Article 7 hereof for a period of 12 months from the conclusion of the relevant agreement; if negotiations on an amendment to the relevant agreement with the Counterparty have not taken place by that time for other reasons, negotiations on an amendment consisting in the addition of a contractual clause under Article 7 with the Counterparty must be initiated on behalf of the Company by the relevant employee responsible for the Relevant Action.
- 8.4 **[Responsibility for compliance and for interpretation]** Each employee shall be responsible for compliance of his/her actions with this Policy. If in doubt, he/she shall be obliged to contact the Legal Director to request an interpretation or to have the doubt removed.
- 8.5 **[Procedures to be followed in case of inaccuracies and defects in this Policy]** If the Legal Department finds an obvious inaccuracy or error in the text or a defect that does not allow a clear interpretation of the provisions of this Policy, the Legal Director is authorised to issue a binding interpretation and/or to amend the text of this Policy with a specific addendum and to inform the Board of Directors thereof. Such addendum shall be valid for 2 months, unless a shorter validity is specified. Prior to expiration, the Legal Director shall be obliged to submit an amendment to this Policy to the Board of Directors for approval.
- 8.6 **[Implementing regulations]** Individual units within the Company may, within the scope of their powers and responsibilities, issue implementing regulations governing the practical implementation and working procedures to implement this Policy. The implementing regulations must be in accordance with this Policy. In the event of a conflict between an implementing regulation and this Policy, the provisions of this Policy shall apply.
- 8.7 **[References to other documents and legal regulations or applications]** Where references are made in this Policy to other documents of the Company, applications used in the Company or legal regulations, these are to the numbering and designation of the documents, applications and legal regulations in force (or, in respect of applications, in use) at the date of approval of this Policy by the Board of Directors. Where this Policy refers to a particular document, application or legal regulation, it shall also be deemed to refer to the document, application or legal regulation which may replace such document, application or legal regulation in the future. Subsequent changes in the titles or numbering of documents, applications or laws referred to in this Policy, if they do not affect the application of the rules of this Policy, may be taken into account at the earliest appropriate opportunity, but need not be made immediately.