

ZUELLIG PHARMA EXPORT CONTROL AND SANCTIONS REQUIREMENTS

1. Service Provider/Consultant represents and warrants that it and its Affiliates and their respective directors, officers, employees, agents, and other persons acting on their behalf:

1.1. is/are currently not the subject or the target of, or controlled or owned by or acting on behalf of an individual or entity that is currently the subject of, the “Sanctioned Lists” consisting of:

- a) any sanctions administered or enforced by the United States Treasury Department’s List of Specially Designated Nationals and Blocked Persons (the SDN List”);
- b) the United States Commerce Department’s Denied Persons List;
- c) the Consolidated List of Persons, Groups and Entities Subject to the European Union Financial Sanctions;
- d) the Consolidated United Nations Security Council Sanctions List (“UN List”);
- e) economic and financial sanctions and prohibited lists published by any other relevant sanctions authority;

1.2. has/have not been or is currently:

- a) convicted of any of the felonies identified among the exclusion authorities listed on the United States Department of Health and Human Services, Officer of Inspector General website (<http://oig.hhs.gov/exclusions/authorities.asp>), including 42 U.S.C. 1320a-7(a);
- b) identified in the List of Excluded Individuals/Entities (LEIE) database (<https://exclusions.oig.hhs.gov>) on said website or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>); or
- c) listed by any United States Federal agency or other relevant agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs;
- d) the subject of a proceeding that could lead to the Consultant or any of the persons enumerated above to be a Debarred Individual or Debarred Entity, an Excluded Individual or Excluded Entity, or a Convicted Individual or Convicted Entity; and

- 1.3. shall firmly observe and adhere to the export control laws and regulations of the European Union, United States, and other nations.
2. Upon request of Zuellig Pharma and whenever applicable, Service Provider/Consultant shall provide satisfactory data regarding its compliance measures with related export control laws and sanctions regulations.
3. If, during the term of the Agreement, Service Provider/Consultant or any of its Affiliates or any of their respective directors, officers, employees, agents, or any other persons acting on their behalf, becomes a subject of the Sanctioned Lists stated in Clause 1.1 above or falls under any of Clauses 1.2 or 1.3 above, Service Provider/Consultant shall immediately notify Zuellig Pharma in writing explaining in detail the facts surrounding the situation. In any such case, Zuellig Pharma shall have the option to terminate the Agreement and all Work Statements immediately without being in breach of the Agreement or Work Statement or incurring any liability to Service Provider/Consultant.
4. Service Provider/Consultant understands that any material omission or misrepresentation shall be considered a breach of the Agreement and shall be grounds for further action by Zuellig Pharma, including but not limited to termination of the Agreement and all Work Statements, denial of future business, and any other appropriate legal action.