

Appendix to

Agreement on the Basic Terms of Sale and Delivery of Products

Offer - Terms and Conditions of Sale and Cooperation on Products Supplies

Sanctions Policy

International sanctions

I.

1. For the purpose of this Schedule, a “**Restricted Party**” means, from time to time, any individual, legal entity or organization that is listed on any Sanctions List, or that is located in or incorporated under the laws of a Sanctioned Country, or otherwise a target of Sanctions. The meaning of a Restricted Party also includes any person owned or controlled by or acting on behalf of one or more persons (i) listed on any Sanctions List, or (ii) located in or incorporated under the laws of a Sanctioned Country.
2. For the purpose of this Schedule, an individual, legal entity or organization is considered to be “acting on behalf of” a legal entity or organization if the former acts as an agent, intermediary, representative, or nominee of the latter, or carries out any transactions or activities for the benefit, account, or interest of the latter.
3. For the purpose of this Schedule, a legal entity or organization is considered to be “controlled” by another individual, legal entity or organization if that other individual, legal entity or organization:
 - a) has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of the former, or has appointed a majority of these members who held office during the present and previous financial year;
 - b) has the power to exercise, directly or indirectly, dominant influence or control over the former, by virtue of any contractual or other arrangement, or any provision of the articles of association or equivalent constitutional document of the former;
 - c) has the right to use all or part of the assets of the former, manages the business of the former on a unified basis (while publishing consolidated accounts), or jointly and severally shares or guarantees the financial liabilities of the former; or
 - d) (if that other individual, legal entity or organization) shares the same business address, uses the same name or otherwise causes third parties to have the impression that the two entities or organizations are in fact part of the same undertaking.
4. For the purpose of this Schedule, a “**Sanctioned Country**” means any country or territory that is subject to comprehensive or territory-wide Sanctions from time to time.
5. For the purpose of this Schedule, “**Sanctions**” means any trade, economic or financial sanctions laws, regulations, embargoes, restrictive measures or import and export controls administered, enacted or enforced by: the United States government; the United Nations; the European Union; any member state of the European Union; the United Kingdom; other relevant jurisdictions; or the respective governmental institutions and agencies of any of the foregoing (together the “**Sanctions Authorities**”).
6. For the purpose of this Schedule, “**Sanctions List**” means any list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.

II.

1. Provider (or as the case may be Contractor, Provider, Agency, or Seller according to the context of the Agreement; hereinafter as the “**Provider**”) represents that neither it nor its subsidiaries, joint ventures and affiliates and their respective directors and officers is a Restricted Party.

2. Provider undertakes that it shall not, and Provider undertakes that it shall ensure that neither it, nor any other Provider Group Member, shall violate Sanctions in connection with any business contemplated under the Agreement.
3. Provider undertakes that it shall inform Ahold Delhaize and Ahold Delhaize Group Member as soon as reasonably practicable after Provider or any other Provider Group Member received notice or became aware of any claim, action, suit, proceeding, civil process or investigation with respect to Sanctions in relation to any business contemplated under the Agreement.
4. Provider represents that the Goods and/or Services Ahold Delhaize or Ahold Delhaize Group Member purchased under the Agreement (i) do not originate (in whole or in part) from any Sanctioned Country, (ii) do not originate from, have not been manufactured or produced by, and have not been purchased from or supplied by a Restricted Party, and (iii) have not been imported, exported, supplied, delivered, transferred or made available in breach of Sanctions.
5. To the extent Ahold Delhaize or Ahold Delhaize Group Member delivers goods, and/or services or technology to Provider or any other Provider Group Member: Provider undertakes to ensure that the goods and/or services delivered under the Agreement shall not be used, resold, distributed, delivered or made available: (i) to any Sanctioned Country, (ii) to a Restricted Party, or (iii) in breach of Sanctions.
6. Provider undertakes that it shall refrain from any and all activities that might cause Ahold Delhaize or Ahold Delhaize Group Member, its subsidiaries, joint ventures, affiliates, any of their respective directors or officers, or any party acting on behalf of any of the foregoing, (i) to become a Restricted Party and/or (ii) to violate Sanctions.
7. Provider represents that it has in place and will maintain compliance with all necessary Sanctions-related licenses, permits, consents, authorizations or other forms of government permission which are required pursuant to applicable law to perform or execute any export, import, sale, supply, transfer, delivery or service in connection with the performance of the Agreement.
8. Notwithstanding any obligation arising from the Agreement to the contrary, Ahold Delhaize or Ahold Delhaize Group Member shall not be obligated to make any payment or take any other action under the Agreement if Ahold Delhaize or Ahold Delhaize Group Member believes in good faith that such action may constitute a violation, or contribute to any violation, of any Sanctions or may result in the Ahold Delhaize or Ahold Delhaize Group Member becoming a Restricted Party. Ahold Delhaize or Ahold Delhaize Group Member shall not be liable to Provider for any claims, losses or damages arising from Ahold Delhaize's or Ahold Delhaize Group Member's exercise of its rights under this clause.
9. Ahold Delhaize or Ahold Delhaize Group Member may, in its absolute discretion, terminate or suspend the legal relationship with the Provider established by an Agreement immediately by notice in writing if:
 - a) Provider or a Provider Group Member has become a Restricted Party;
 - b) Provider or Provider Group Member has committed a breach of any of clauses 1. – 7. of Clause II. of this document; or
 - c) where Ahold Delhaize or Ahold Delhaize Group Member believes in good faith that the Agreement, or carrying out the obligations under the Agreement:
 - i. has become unlawful;
 - ii. may cause either contractual party to be in breach of Sanctions; or
 - iii. may cause either contractual party to become a Restricted Party.