



EXPORT CONTROL AND SANCTIONS REGULATIONS POLICY

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

1.1. EXPORT CONTROL AND SANCTIONS LIST: 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”); or
- e) economic and financial sanctions and prohibited lists published by any other relevant sanctions authority;

1.2. EXCLUSION AUTHORITIES: 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>);
- 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; or
- d) the subject of a proceeding that could lead to the Service Provider/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.

1.3. COMPLIANCE WITH EXPORT CONTROL LAWS CONCERNING PRODUCTS, SOFTWARE, TECHNOLOGY AND/OR COMPONENTS OF SERVICE: Service Provider's/Consultant's Products, software, technology (including products derived from or based on such technology) and/or components of Service may be subject to export control Laws that may restrict where and to whom such Products, software, or technology may be sold. The Service Provider/Consultant shall, prior to the shipment to the Client, promptly declare in full any Products, software, technology and/or components of Service that may be covered by export control Laws and shall ensure that any such Product, software, technology and/or component of Service are in full compliance with all applicable export control Laws and shall firmly observe and adhere to all export control Laws of the European Union, United States, and other countries in which Service Provider/Consultant operates or conducts business. Service Provider/Consultant shall ensure that any work done in connection with the Services comply with all applicable export control Laws.

2.

2.1. REPORTING COMPLIANCE MEASURES. Upon request of Client and whenever applicable, Service Provider/Consultant shall provide satisfactory data regarding its compliance measures with related export control Laws and sanctions regulations.

2.2. NOTIFICATION REQUIREMENT: If, during the term of the Master Agreement or any Work Statement, 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 Clause 1.2 or fails to comply with Clause 1.3 above, Service Provider/Consultant shall immediately notify Client in writing explaining in detail the facts surrounding the situation. In any such case, Client shall have the option to terminate the Master Agreement and all Work Statements immediately without being in breach of the Master Agreement or incurring any liability to Service Provider/Consultant.

3.

3.1. FAILURE TO COMPLY AS GROUNDS FOR TERMINATION: Service Provider/Consultant understands that any material omission or misrepresentation shall be considered a material breach of the Master Agreement and shall be grounds for further action by Client, including but not limited to termination of the Master Agreement and all Work Statements, denial of future business, and any other appropriate legal action.



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