INTERNATIONAL SANCTIONS MEMORANDUM

1. Prvá stavebná sporiteľňa, a. s. (hereinafter "PSS") complies with all applicable sanctions regimes, restrictive measures, and embargoes issued, applied, or enforced by the Slovak Republic, the European Union, the United Nations, as well as other jurisdictions whose application may be relevant to the Contracting Parties or the subject matter of the Contract, in particular the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the United Kingdom (hereinafter referred to as "International Sanctions").
2. A supplier/provider that provides services, goods, commodities, technologies, or other performance to PSS based on an order (hereinafter referred to as the "Supplier") undertakes, upon acceptance of the order (hereinafter referred to as the "Contract"), to comply with this Memorandum and declares that:
    a) neither the Supplier itself nor any person that controls it or in which it holds an ownership interest (including the ultimate beneficial owner of such person), directly or indirectly, is not subject to International Sanctions, i.e., is not a target of International Sanctions, is not listed on sanctions lists, does not cooperate with sanctioned entities, and its activities do not violate International Sanctions or are not restricted by them;
    b) none of its subsuppliers involved in the performance of the Contract is subject to International Sanctions pursuant to subparagraph (a) of this clause;
    c) none of its ultimate beneficial owners, controlling persons, persons with decisive or significant influence, shareholders, or members of statutory bodies and management bodies (hereinafter "Relevant Persons") is subject to International Sanctions under subparagraph (a) of this clause;
    d) the commodity or technology to be supplied under the Contract does not originate in a country subject to International Sanctions, and its provision to the PSS does not violate any export restrictions.
3. The Supplier undertakes, throughout the entire term of the Contract, to exercise due diligence and conduct regular screening of its subsuppliers in order to ensure compliance with International Sanctions and to prevent any violations thereof.
4. The Supplier is obligated to immediately notify PSS in writing of any circumstance that may result in a violation of International Sanctions.
5. The Supplier is obligated to provide PSS, upon request, with all reasonable cooperation necessary to verify compliance with International Sanctions, in particular the documentation necessary to assess the risk of a violation of International Sanctions, information regarding Relevant Persons, or information regarding subsuppliers.
6. PSS is entitled to suspend any payment or performance under the Contract without being in default if it has reasonable grounds to suspect that such payment or performance could lead to a violation of International Sanctions. In such a case, PSS shall not be liable for any late payment interest or damages.
7. *PSS has the right to withdraw from the Contract effective as of the date of delivery of notice to the Supplier if:*
    a) the Supplier's declaration under clause 2 of this Memorandum proves to be false;
    b) the Supplier, its subsupplier, or Relevant Persons violate International Sanctions or there is reasonable suspicion of such a violation;

   c) the performance of the Contract would expose PSS to the risk of violating International Sanctions, the risk of being fined by regulatory authorities, or the risk of reputational damage.
8. In the event of withdrawal from the Contract pursuant to clause 7 of this Memorandum, PSS shall not be liable to the Supplier for any damages, lost profits, or penalties for early termination of the contractual relationship.
9. The Supplier agrees to compensate PSS for any direct or indirect losses, fines, penalties, court fees, or legal representation costs incurred as a result of non-compliance with International Sanctions, or as a result of a breach of obligations or non-compliance with this Memorandum.