

# | Sanctions & Trade Control Policy



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## 1. Introduction

### 1.1 INTRODUCTION

As part of our integrity framework, Your.World B.V. (“**Your.World**”) has established a sanctions & trade controls policy (the “**Sanctions & Trade Controls Policy**” or the “**Policy**”) that applies to Your.World and all its subsidiaries within the meaning of Section 2:24a of the Dutch Civil Code (hereinafter referred to as the “**Group**” or the “**Organization**” or the “**Your.World Entities**”). Your.World is expanding rapidly across markets and geographies to create the leading Online Solutions Platform and Your.World’s global presence comes with a wide set of ethical and legal responsibilities. Your.World adheres to all applicable laws and regulations in each of the jurisdictions in which it operates.

Your.World Entities’ business covers a wide variety of items, for a wide range of end-uses and to various end users all over the world. Such business can be subject to various economic and financial sanctions and wider trade control regulations. Non-compliance with these regulations can lead to severe business impact (such as delays, seizure of goods or freezing of payments, loss of clients), reputational risks and penalties and even potentially imprisonment of individuals.

This Policy applies to Employees and representatives of all Your.World Entities, no matter where they are located. This Policy also applies to officers, trustees, board members or committee members of Your.World Entities at any level. In addition, this Policy applies to any third party acting on behalf of a Your.World entity, such as for example sponsors, (sales) agents, contractors, suppliers, distributors, joint venture partners, clients, or consultants and their representatives and officials, no matter where they are located.

This Policy is not static. Our operating environment, applicable laws and the managerial best practices may change. This may lead to changes or additions to this Policy. These will be communicated in a timely and appropriate manner.

### 1.2 Purpose of the Policy

The objective of this Policy is to set the minimum requirements with regard to ensuring compliance with national and international laws that regulate trade, investment, and economic relations. This Policy helps protect Your.World from legal and reputational risks associated with violating sanctions, trade restrictions, or export controls.

This Policy is drafted based on international sanctions and trade controls laws and regulations in the European Union (EU), the United States of America (US), the United Kingdom (UK) and the United Nations (UN). This Policy does not specifically take into account local laws and regulations, but YourWorld Entities must comply with local sanctions and wider trade control regulations where applicable.

YourWorld Entities and their management are responsible for ensuring compliance with this Policy and must ensure that their own processes and policies are in line with the minimum standards as set out in this Policy.

### **1.3 Applicability of the Policy**

This Policy is mandatory for all YourWorld Entities and it applies to all business of YourWorld Entities, particularly when exporting or importing goods/services, including products, technology and information, and when providing or procuring services abroad. It applies to each new business activity, as well as any existing relationship that is up for a contract renewal.

It cannot address every situation, and it is not a substitute for common sense and good judgement, taking into account the best interest of the YourWorld Group. More stringent local laws may apply and of course need to be adhered to. In the event of any perceived conflict between this Policy and local legislation, please report this to your manager or HR.

### **1.4 Speak-up**

If an employee, contractor or representative becomes aware of any violation or potential violation of this Policy, they must immediately contact the Misconduct Officer, or report through the Whistleblower Policy of the Group. Concerns can be reported confidentially and without fear of retaliation.

All employees, contractors and representatives are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If they are unsure whether a particular act constitutes a (potential) violation of this Policy, or if they have any other queries or concerns, these should be raised with their manager initially or any of the Confidential Advisors as referred to in the Code of Conduct.

Once Local Management is involved, it shall immediately report all relevant information regarding such incidents to the general manager. Waiver of any provision of this Policy may be granted by the Board, if and to the extent the waiver is not in violation of applicable laws and regulation.

### **1.5 Consequences of a breach of this Policy**

A violation of this Policy may lead to disciplinary sanctions or, in accordance with the seriousness of the violation and applicable laws, to dismissal, a report to the relevant authorities and/or legal action being initiated. Certain violations may lead to severe penalties under applicable law.

In order to ensure that all risks (including reputational risks) are identified early on and, wherever possible pre-empted, any situations which are or may be in any way harmful to us are considered as compliance incidents.

## 2 Policy Principles

### 2.1 GENERAL RULE – Due Diligence

Effective due diligence is critical to comply with Sanctions. Each YourWorld entity must conduct an appropriate risk-based level of due diligence in relation to third parties, transactions or activities that present a potential risk in relation to Sanctions compliance. Each YourWorld Entity has implemented due diligence procedures in relevant sourcing policies and the day-to-day implementation thereof in specific local and/or regional processes.

For prospective suppliers, customers, distributors, agents and other counterparties (referred to as third parties) and at every contract renewal for existing third parties, this means the following:

- *Risk assessment:* Is the prospective third party located in a Sanctioned Country, Belarus or Russia, are they a Restricted Party or is the prospective product or service subject to Sanctions? If that is the case, do not proceed any further with the prospective third party (or in case of a sanctioned product or service, do not proceed with the prospective contract for such product or service).
- *Compliance check:* If the risk assessment does not exclude the prospective third party, nor the trading of the relevant products or services, ensure that the relevant sanctions language is included in the contract as necessary.
- *Ongoing monitoring:* At each contract renewal and at any other time that any YourWorld entity receives information that the risk profile of the third party has changed, the risk assessment and compliance check must be completed again.

### 2.2 GENERAL RULE – Prohibited Conduct

Engaging in any activity, including the making of any payment or engagement in any transaction or conduct, that is in breach of any applicable Sanctions is prohibited. This prohibition specifically includes the following:

- the providing or receiving of any payment, other benefit, good or service, directly or indirectly, to or from any Restricted Party;
- any activity in connection with a Sanctioned Country;
- encouraging, permitting or otherwise allowing any person or entity acting on behalf of any YourWorld entity to engage in any conduct that is prohibited by Sanctions;

- any measures intended to circumvent or evade prohibitions imposed under Sanctions;
- engaging or continuing to engage with a third party that violates Sanctions or where it is expected or likely that the nature of the engagement may breach applicable Sanctions; and
- engaging with a third party that engages or uses any Restricted Party to provide services or support or otherwise be involved in any business activity between any YourWorld entity and the third party.

To the extent goods or services are purchased by any YourWorld entity, such goods and services shall not originate from any Sanctioned Country or otherwise violate an embargo or trade restriction established by the Sanctions Authorities. Such goods and services may not originate from, may not have been manufactured or produced by and may not have been purchased from a Restricted Party (in all cases, directly or indirectly and whether in whole or part).

Each of our employees, contractors and representatives are expected to comply at all times with any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a government authority having jurisdiction over such associate.

In any event, regardless of whether EU Sanctions apply, our employees, contractors and representatives should not participate in activities that undermine the Sanctions imposed by the EU in respect of Russia or Belarus.

### **2.3 GENERAL RULE – Contractual Language**

Depending on the outcome of the due diligence described above, and the nature and scope of the contract, you may need to include sanctions wording in your contract. If you are not sure whether to include sanctions wording, please reach out to your manager, or the General Counsel of YourWorld. This sanctions wording is intended to protect YourWorld, the relevant YourWorld entity and employees, contractors and representatives from violating applicable Sanctions. The YourWorld standard sanctions wording is included in Appendix 2. You should consult the General Counsel of YourWorld before deviating from this wording.

## **Appendix 1 Sanctioned countries**

The following countries and/or territories have been identified by governments as subject to territory-wide sanctions. This list will change based on changing designations by governmental entities.

- Crimea and Sevastopol
- Cuba
- The so-called People's Republic of Donetsk
- The non-government-controlled area of Ukraine in the oblast of Kherson
- The so-called People's Republic of Luhansk
- Iran
- North Korea
- The non-government-controlled area of Ukraine in the oblast of Zaporizhzhia

## **Appendix 2 Possible trade sanctions related contractual language**

- For the purpose of this section, a “Restricted Party” means, from time to time, any individual, vessel, legal entity, organization or any other person that is listed on any Sanctions List, or that is located in or incorporated under the laws of a Sanctioned Country, a government of, or an agency or instrumentality of, a Sanctioned Country, or otherwise a target of Sanctions. The meaning of a Restricted Party also includes any vessel, legal entity, organization or any other person owned or controlled by or acting on behalf of one or more persons (i) listed on any Sanctions List, (ii) located in or incorporated under the laws of a Sanctioned Country, (iii) that is a government of, or an agency or instrumentality of, a Sanctioned Country, or (iv) otherwise subject to Sanctions.
- For the purpose of this section, a “Sanctioned Country” means any country or territory that is subject to comprehensive or territory-wide Sanctions from time to time. At the date of [the current agreement] this is Crimea, Cuba, the so-called People’s Republic of Donetsk, the non-government-controlled area of Ukraine in the oblast of Kherson, the so-called People’s Republic of Luhansk, Iran, North Korea, Syria, Russia and the non-government-controlled area of Ukraine in the oblast of Zaporizhzhia.
- For the purpose of this section, “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; the United Nations; the European Union; any member state of the European Union; the United Kingdom; or the respective governmental institutions and agencies of any of the foregoing (together the “Sanctions Authorities”).
- For the purpose of this section, “Sanctions List” means any list maintained by, or public announcement of a Sanctions designation made by, any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.

## **Appendix 3 Declaration Your.World entity’s counterparty to be signed**

1. [Your.World entity's counterparty] represents that neither it nor its subsidiaries, joint ventures and affiliates, nor any of their respective directors and officers is a Restricted Party.
2. [Your.World entity's counterparty] undertakes that it shall not, and [Your.World entity's counterparty] undertakes that it shall ensure that no other member of the [group of Your.World entity's counterparty] shall, violate Sanctions in connection with any business contemplated under the [current agreement].
3. [Your.World entity's counterparty] undertakes that it shall inform [Your.World entity] as soon as reasonably practicable after [Your.World's counterparty] received notice of or is aware of any claim, action, suit, proceeding, civil process or investigation with respect to Sanctions in relation to any business contemplated under the [current agreement].
4. [To the extent Your.World entity purchases goods or technology from a counterparty]: [Your.World entity's counterparty] represents that the [goods/services/etc.] [Your.World entity] purchased under the [current 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 Your.World entity delivers goods or technology to a counterparty]: [Your.World entity's counterparty] undertakes to ensure that the [goods/services/etc.] delivered under the [current agreement] shall not be used, resold, distributed, delivered or made available: (i) to any Sanctioned Country, (ii) to a Restricted Party, or (iii) in a manner that would cause any person to be in breach of Sanctions
6. [Your.World entity's counterparty] undertakes that it shall refrain from any and all activities that might cause [Your.World entity], 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. [Your.World entity's counterparty] represents that it has in place and will maintain compliance with all necessary Sanctions-related licenses, permits, consents, authorisations 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 [this agreement];

8. Notwithstanding any provision of this agreement to the contrary, [Your.World entity] shall not be obligated to make any payment or take any other action under this agreement if [Your.World entity] believes in good faith that such action may constitute a violation, or contribute to any violation, of any Sanctions or may result in [Your.World entity] becoming a Restricted Party. [Your.World entity] shall not be liable to [Your.World entity's counterparty] for any claims, losses or damages arising from [Your.World entity's] exercise of its rights under this clause.
9. [Your.World entity] may, in its absolute discretion, terminate or suspend this agreement immediately by notice in writing if:
  - (a) [Your.World entity's counterparty] has become a Restricted Party;
  - (b) [Your.World entity's counterparty] has committed a breach of any of clauses [1—7];  
or
  - (c) where [Your.World entity] believes in good faith that this agreement, or carrying out the obligations under this agreement:
    - (i) has become unlawful;
    - (ii) may cause either party, or any other party, to be in breach of Sanctions; or
    - (iii) may cause either party, or any other party, to become a Restricted Party.

## Appendix 4            Definitions

In this Policy, the following definitions shall apply:

- Employees**                    any person who is or has been performing work at or for any member of the Group on the basis of:
- employment contract;
  - service agreement
  - management agreement
  - volunteer contract;
  - internship agreement;
  - any agreement of a similar nature (whether verbal or in writing).
- Local Management**        the board of directors within the Organization where the Employee is employed;
- Organization**            or Your.World B.V. and all its subsidiaries within the meaning of  
**Group** or **Your.World**    Article 2:24a of the Dutch Civil Code;
- Entities**
- Restricted Party**            any individual, vessel, legal entity, organization or any other person that is listed on any Sanctions List, or that is located in or incorporated under the laws of a Sanctioned Country, a government of, or an agency or instrumentality of, a Sanctioned Country, or otherwise a target of Sanctions. The meaning of a Restricted Party also includes any vessel, legal entity, organization or any other person owned (i.e. at least 50% of the proprietary rights held) or controlled by or acting on behalf of one or more persons that are (i) listed on any Sanctions List, (ii) located in or incorporated under the laws of a Sanctioned Country, (iii) a government of, or an agency or instrumentality of, a Sanctioned Country, or (iv) otherwise subject to Sanctions;
- Sanctions**                    any trade, economic or financial sanctions or export controls laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities;

- Sanctions Authorities** the United States; the United Nations; the European Union; any member state of the European Union; the United Kingdom; by any other applicable jurisdiction; or the respective governmental institutions or agencies of any of the foregoing;
- Sanctioned Country** any country or territory that is subject to comprehensive or territory-wide Sanctions. For the full current list please refer to Appendix 1 to this Policy;
- Sanctions List** any list of individuals, vessels, or entities maintained by, or public announcement of a Sanctions designation of any individuals, vessels, or entities made by, any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.
- Sanctions & Trade Control Policy or Policy** this sanctions & trade control policy.