

## General Regulatory Conditions (GRC)

### Addition to GTS of Hamilton Medical AG and Hamilton Bonaduz AG respectively

#### 1. Trade Compliance Management Commitment

- 1.1 Hamilton (**to be confirmed which of the entities, Medical/Bonaduz or both**) understands the importance of export compliance and takes its responsibilities seriously. It is incumbent upon Hamilton that it grows business in a way that is both compliant with relevant legislation and reflective of best industry practices.
- 1.2 Hamilton's commercial success depends on its ability to conduct business worldwide, and in various jurisdictions, transacting with foreign organizations including governments and commercial organizations in a legally compliant manner.
- 1.3 Export control regulations are present and being enforced in countries throughout the world with the aim of supporting national security policies and preventing the illegitimate development of Weapons of Mass Destruction and related terrorist activities.
- 1.4 Hamilton takes a strong stance within our business geared towards understanding these controls and ensuring full compliance.
- 1.5 Hamilton expects its business partners to adopt the same stance and undertake necessary efforts to ensure full compliance with applicable export controls regulations.

#### 2. Trade Compliance Practice

- 2.1 Hamilton regularly screens all of its customers and suppliers in order to ensure compliance with CH/EU/US and other applicable export regulations. Hamilton requires that all the necessary licenses and other governmental approvals are in place prior to exporting controlled/ listed products and technology.
- 2.2 Hamilton will ensure that no item is exported without first determining if a license is required, a review is made on all proposals, contracts, deliverables, shipments, and transfers with possible export control issues to ensure that exports are compliant with relevant export laws and regulations.

#### 3. Third-Party Trade Compliance Expectations

- 3.1 We expect that all recipients (importer/buyer/exporter/seller/partner/end-user) of Hamilton transfer goods (including hardware and/software and/or technology as well as all corresponding documents) also ensure compliance with all applicable national and international (re-) export control regulations.
- 3.2 For our business, it is essential that we comply with the legislation: failure to do so would attract serious penalties for the company and for the individuals concerned.
- 3.3 The (Importer/Buyer *et al*) undertakes to ensure that the purpose of these measures is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 3.4 The (Importer/Buyer *et al*) must set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of these measures.

#### 4. General Third-Party Trade Compliance Commitments

- 4.1** The Distributor is obliged to ensure that for controlled products that require a license for export, both the license and the EUC have been obtained and accompany the export.
- 4.2** The Distributor is obliged to make sure that the Products are and will be used only for medical, pharmaceutical, or industrial purposes and not be used in any nuclear explosive activity or unsafeguarded nuclear fuel-cycle activity or for the design, development, production, storage or use of nuclear, chemical and biological weapons or their delivery systems and for facilities engaged in such.
- 4.3** Where any doubt exists as to the requirement above being met, the Distributor is obliged to obtain an end-user certificate duly signed by the end users and is obliged to provide Hamilton a copy of such end user certificate on first demand. Hamilton is entitled to request the Distributor as to additional requirements to be observed and/or request additional confirmations that are to be provided by end user and may inform the Distributor if there are specific doubts from the side of Hamilton.

#### 5. Country specific Trade Compliance Commitments

##### 5.1 Russia

- 5.1.1** The Distributor understands and warrants that it shall not re-export, re-transfer or divert the Products to Russia or for use in Russia in the event that the Distributor/Buyer is located in a third country outside the EEA or a Partner Country and the Products qualify as goods listed in Annexes 3 or 19 or as goods with high priority in accordance with Annex 31 of the Swiss Ordinance on measures in connection with the situation in Ukraine (SR 946.231.176.72) respectively goods or technologies listed in the Annex XI, XX, XXXV or goods with high priority in accordance with Annex XL of Regulation (EU) No 833/2014, or firearms and ammunition according to Annex I of Regulation (EU) No 258/2012.
- 5.1.2** Where Hamilton knows or has reason to believe that the Distributor/Buyer has breached this “no re-export to Russia clause”, it is entitled to retain the products at issue.
- 5.1.3** Further, in case of a material breach (violation of the “no re-export to Russia clause”, Hamilton is entitled to immediately terminate the agreement with the Distributor without incurring any liability.
- 5.1.4** Hamilton reserves the right to inform the competent authority of any breach of this obligation by the Distributor/Buyer.