

EPL Limited

(Formerly known as Essel Propack Limited)

Clause relating to compliance with Sanctioned Laws

Following clause shall be applicable to all Customers (as defined below) including suppliers and service providers of EPL Limited and its subsidiaries. This clause shall be deemed as a part of Purchaser Orders, agreements, engagement or similar document whereby parties are acting.

Compliance with Sanctioned Laws and restriction on dealing with Sanctioned Persons

Definitions

- (i) **“Laws”** shall mean all statutes, laws, ordinances, regulations, rules, codes, policies, orders, injunctions, judgments, determinations, directives, rulings, decrees, policies or any other provision, decision or requirement having the force and effect of law issued by any governmental authority.
- (ii) **“Sanctions Laws”** shall mean all economic or financial sanctions Laws, measures or embargoes administered or enforced by the United States (including the U.S. Department of the Treasury and the U.S. Department of State), the European Union, China, or any other relevant sanctions government authority.
- (iii) **“Sanctioned Jurisdiction”** shall mean any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (which currently comprise Cuba, Iran, North Korea, Syria, and the Crimea region of the Ukraine).
- (iv) **“Sanctioned Person”** shall mean any individual, entity, or vessel that is the subject or target of sanctions under Sanctions Laws, including: (a) any individual, entity, or vessel listed on any U.S., EU, Chinese or other sanctions-related list (including the List of Specially Designated Nationals and Blocked Persons by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”)); (b) any individual ordinarily resident or located in a Sanctioned Jurisdiction or any entity organized under the laws of a Sanctioned Jurisdiction; or (c) any entity that is 50% or more owned or otherwise controlled by one or more individuals or entities described in paragraph (a) or (b) above;
- (v) **“Ex-Im Laws”** means all U.S. and non-U.S. Laws relating to export, re-export, transfer, and import controls, including Export Administration Regulations, the International Traffic in Arms Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and EU Dual Use Regulation (Regulation (EC) No. 428/2009).
- (vi) **Customer or Supplier or Party** means and includes the Customer, Vendor, Supplier, Contractor, Service Provider and/or person with whom the EPL Limited/the Company/its subsidiaries are entering into agreement or business arrangement.

Representations and Warranties

The Customer represents and warrants that:

- (i) During the past five years, none of the Customer or any of its subsidiaries, any of their principals, owners, officers, directors, or employees, nor to its knowledge, any of their customers, business partners, agents or other third parties associated with or acting on

Registered Office

P.O. Vasind, Taluka Shahpur, Dist. Thane 421604, Maharashtra
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complianceofficer@epglobal.com

EPL LIMITED

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- behalf of the Customer , has: (i) been a Sanctioned Person, (ii) engaged in any dealings or transactions with any Sanctioned Persons, or (iii) violated any applicable Sanctions or Ex-Im Laws;
- (ii) During the past five years, none of the Customer or any of its subsidiaries, any of their principals, owners, officers, directors, or employees, nor to its knowledge, any of their customers, business partners, agents or other third parties associated with or acting on behalf of the Customer has: (a) been targeted by or otherwise involved with any enforcement action initiated by a government agency related to potential violations of Sanctions or Ex-Im Laws; (b) conducted an internal investigation, review, or audit related to potential violations of Sanctions or Ex-Im Laws.
 - (iii) During the past five years, the Customer has maintained a compliance program that is reasonably designed to ensure compliance with Sanctions and Ex-Im Laws.

Covenants

The Customer agrees and covenants that:

- (i) For the purposes of performing services to the Company during the terms of the Agreement, the Customer: (a) shall comply with all Sanctions and Ex-Im Law; (b) shall not conduct any business, directly or indirectly, in any Sanctioned Jurisdiction or with any Sanctioned Person.
- (ii) On an annual basis, Company may audit the activities and records of the Customer, as those records pertain to this Agreement. If Company becomes aware of any allegations, suspicions, or evidence of conduct that would raise questions concerning Customer's compliance with this Agreement or any Sanctions or Ex-Im Laws, then Company will be entitled to investigate such allegations, in which case the Customer shall fully cooperate in a timely manner with such investigation by Supplier or any third party appointed by Supplier to perform such investigation.
- (iii) The Customer agrees that all of the representations contained in this section shall remain true and accurate throughout the term. The Customer shall inform Company immediately if it becomes aware that it has potentially breached any Sanctions or Ex-Im Laws, or any other change that would render any of the representations or covenants in this section untrue or inaccurate. Customer acknowledges that its failure to abide by the provisions of this section shall be deemed a material breach of this agreement. Without prejudice to any other rights or remedies that may be available to Company under this agreement or under applicable Law, in such case Company may in its sole discretion immediately terminate this agreement upon written notice to the Customer. The Customer represents and warrants that it will indemnify Company for any and all liability or damages that arise out of or are related to any claims of third parties that result from violations of Sanctions or Ex-Im Laws.

For any query or clarification, may send email to, complianceofficer@epglobal.com

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