

# ASBIS Group

## Compliance, Due Diligence & Sanctions Policy

<b>OWNER:</b>	<b>Group's Risk Management Department</b>
<b>PURPOSE:</b>	<b>Compliance- Due Diligence: Proper Verification, Investigation and Audit of the clientele, to comply with the International Guidelines</b>
<b>SCOPE:</b>	<b>All ASBIS Group's offices</b>
<b>DATE:</b>	<b>March 2022</b>
<b>Status:</b>	<b>Upd. October 2023</b>

### ASBIS Group – Corporate Credit Policy- Compliance & Due Diligence

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## 1. Overview

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### **POLICY STATEMENT:**

Compliance and proper conduct of Due Diligence is one of the largest challenges in ASBIS Group. ASBIS is committed to managing its legal and contractual obligations in a proactive, ongoing and responsible manner and to act in full compliance with, sanctions or restrictive measures imposed (on countries, regions, territories, entities and/or individuals) by the United States and/or the European Union or by the Governments and/or the respective local Authorities from the territories it operates in.

### **PURPOSE:**

To provide a proper guidance on how to prevent breaches of any criminal and civil law, as well as to any statutory, regulatory, or contractual obligations.

In addition, to protect the Company and its subsidiaries from becoming involved into business activities with any 3rd parties that may be subject to trade sanctions, by providing exact guidelines on what sanctions ASBIS Group is required to screen for, to be able to prove that, in case of an Audit, is acting in full compliance with the laws, as failure to do so can lead to significant fines and/or to harm to the Company's reputation.

### **SCOPE:**

This Policy applies to all Entities, Subsidiaries and Employees of ASBIS Group which in turn must, as a minimum, meet the requirements stated herein.

## **2. Corporate Compliance Department**

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The **Corporate Compliance Department** (in cooperation with the Legal Department) has the overall responsibility for the proper due diligence of all new clients as well as ensuring proper KYC maintenance of existing clientele. It also ensures the integrity of the Accounts Receivable asset of the Asbisc group of companies.

This responsibility consists of:

- Setting, communication and maintenance of Corporate Compliance Policy
- Providing appropriate training to colleagues and make sure they understand the provisions of this Policy, the importance of complying with it and the implication of a failure to do so.
- Line Management of local Compliance Controllers
- Reporting on compliance performance & risk to the Board of Directors
- Keeping, alongside with the team, all relevant files intact.
- Key business partner for senior Sales, Marketing colleagues by educating them on compliance matters.
- Ownership and implementation of new compliance requirements to follow all international standards.

**In summary, the Corporate Compliance Department (CCD) owns all aspects of the Due Diligence of customers and delegates this authority to the Credit/Compliance Controllers in his/her team.**

### **3. New Customers' Compliance Procedure**

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#### **Overview**

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The New Customers' Registration Procedure is of a major importance for the Company, due to its contribution to proper Legal Compliance and proper Due Diligence.

It is one of the most essential and crucial tasks the Company's Compliance Management team have to deal with, as it is actually considered to be the first measure of assessing a potential New Customer, as well as evaluating its legitimacy.

The following step-by-step Procedure, as this was drafted by the Corporate Credit Department, must be strictly followed by all ASBIS personnel who are responsible and/or related with the Registration of New Customers into the Database of the Company:

#### **3.1 Documentation to be collected:**

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- New Customer's Application Form (see Appendix A)
- Registration Certificate
- Certificate of Incorporation of the Company
- VAT (where applicable) and/or a TAX Certificate
- Copy of the ID/passport of the owner and/or the person who signs the application form (if applicable- not mandatory- depending on each case)
- Any other legal document that may prove the Legitimacy of the new Customer and/or its proper legitimate registration into the country it is either located or registered.
- Export Embargo Agreement (if applicable- depending on the products etc.- See Appendix B)
- Questionnaire to be completed by our Sales' department (see p.6)

### ***3.2 New Customers' Application Form: Major Aspects & Authentication of the details***

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The Application Form is considered to be the most important document we receive from potential New Customers, as, and apart from the details and the information which are being included into it, it also provides us the clients' consent to the Terms & Conditions which will govern the whole trading relationship in general, as well as to more specific terms related to Sanctions, Embargoes and Other Restrictions (Clause 12 in <https://www.asbis.com/terms> - see Appendix D)

**Major Requirement:** It -strictly- must be filled-in by the customers themselves, and to be sent back to us signed and stamped (whereas applicable) by an owner or a director or any person having the Authority to do so on behalf of the company.

All the details from A to Z, that are being provided by the potential New Customers, from the 1<sup>st</sup> detail written onto the application form (the Name of the Company) until the person signing at the bottom of the 2<sup>nd</sup> page, as well as all the set of the documents that are being sent and all the information that may be provided in addition, MUST be cross checked and verified from all possible sources available (Official Registrar Bodies of countries, local Tax departments, Credit Agencies, D&B, the websites of the customers etc.)

**3.2.1 Legal Name of the Company:** As it is written, it must be the legal registered name of the Company, as exactly this is stated onto the Certificate of Registration and as exactly registered into the official Registrar Bodies of the country of Registration. Should there be any differences to it, either due to Language or for any other reason, this must be communicated with the client and clarified, as the legal name is going to be stated onto the invoices.

**3.2.2 Bill to Address:** One of the most important aspects that needs to be checked. By definition, Bill-to-address is the address where the invoices will be issued at, when business starts. By law, invoicing addresses must be stated and clearly shown into the registration/incorporation documents of each Company. In case there has been a change/relocation throughout the years, since the Company's initial registration, then the potential client is obliged to prove the change by providing the necessary documentation (Certificate of change of address etc.). This change should also be clearly mentioned into the official Registrar Bodies of the Countries they are located at (i.e. the Ministry of Trade and Commerce). If -for any reason- the Billing address cannot be verified through any of the aforementioned sources, or the customer denies to provide the information required upon

request, then the registration procedure cannot be finalized, and it being considered as null and void.

3.2.3 **Ship to Address:** The address where the products are about to be delivered at. If the shipping address(es) the potential new customer is requesting, is exactly the same as with the Bill to Address, then, considering that all checks and verifications (as mentioned into the previous point) are -in full- being conducted, then the delivery address is being accepted. If the shipping address differs from that, then extensive checks need to be performed. If the delivery of the goods is being requested to be made to any 3<sup>rd</sup> place, an outside warehouse, a Logistics Hub, and/or any other place, different than the bill to address, this **MUST BE** verified through documentation that the customer is obliged to provide. Delivery address must always have a substance. It must be proved for example that it is a warehouse; it must be verified it belongs to the Company in subject and/or it legally relates to it. If the request is to deliver the goods to a designated Logistics/Transport warehouse, this must be proved by providing a contractual agreement between the customer and the warehouse. If the request is to deliver the products to a hub/place they say they use as their warehouse, or the place they store their goods at, then this must also be proven by providing a rental agreement in case they are renting, or a contract in case it actually belongs to them. If the request is to deliver to a 3<sup>rd</sup> Company on behalf of them, this must be proved by providing a legal contract that the company in subject and the 3<sup>rd</sup> Company are really in cooperation between each other, and that they really work together and/or have a business relationship and/or a legal connection.

3.2.4 **Registration no.:** A registered identification number (RN) is a solitary number given to all companies upon their Registration with the Official Registrar of Companies of each country. RN must be entered into the application form exactly as it is being shown in the Registration Certificate. If the Registration number found online differs from the one mentioned into the documentation the customer provided, the case must be communicated to the Corporate Compliance Department to check the issue.

Most (if not all) of the Countries' official Company Registries are accessible via the web, something that enables to check that the RN (along with other basic info such as the name, addresses etc.) provided by the customer, is the correct one indeed. Examples of such links may be found below:

<http://www.rba.co.uk/sources/registers.htm> (Rhodes-Blakeman Associates)

<http://www.commercial-register.sq.ch/home/worldwide.html> (a list of official company registers, categorized by countries and states/regions)

**If not being able to get the Registration number verified, for whatever the reason, the Compliance officer or the person responsible for the Registration seeks for further clarification either from the customers and/or directly from the official Registration Bodies of each respective country, until we get the RN checked and verified. In case the verification process eventually fails, the Registration Process stops.**

3.2.5 **VAT/TAX:** Depends on the country the New Customer is located at and/or the type of Business is about to conduct.

**The importance of the VAT parameter:** Due of the continuous engagement of the Company into transactions related to the International Trade Business, and the increasing operations in high-risk industries where high-valued and easily transportable goods are involved (iPhones, Smartphones, Accessories etc.), the Company's major target, is to remain protected from any possible risks that may occur when conducting such deals.

**Main objective:** To keep the Company protected from participating into any taxable transactions (subject to VAT), which, in view of the information available, we knew, or should have known, that has been part of a fraud.

**Main Risks:** To be found responsible for violating the VAT laws *and/or* to be charged for fraudulent participation in the illegal businesses. As a result, the validation of the VAT is being classified as an on-going procedure, and thus, it is being checked on a repeated basis even after the registration has finished. If the VAT provided gets, for any reason, invalid, at the time of registration, then the Registration Process is being cancelled/paused until we get a clear explanation from the customer on the matter.

**General Aspects related to VAT:**

- All European customers must be VAT registered (unless their business is solely and permanently being performed outside the EU) and to provide a copy of their VAT Certificate.
  
- If an EU customer doesn't have a VAT number, then it is mandatory to charge VAT on the invoice, considering that all the rest of the details are OK. Such an exception can ONLY be made, if the kind of Business which is to be conducted is such, which justifies such an exception (e.g. trading outside EU, the goods will not be delivered within the EU etc.). All such cases of course, are being 100% handled by ASBIS' side from the time of invoicing until the final delivery is being made, and all Export documents are being provided.



- If an EU customer used to have a valid VAT but now for any reason, this is invalid, then the Registration cannot be completed unless we get it valid, or to get the necessary explanations by the customer about the reasons behind the results. If not enough and/or not reasonable explanations are being provided, the Registration process stops immediately.
- All customers outside the EU must provide their local TAX certificates, along with a recent validation from the official Tax Bodies of their countries.
- The VAT numbers provided must be checked and verified through the official EU website (VIES): [http://ec.europa.eu/taxation\\_customs/vies/](http://ec.europa.eu/taxation_customs/vies/)
- Once the validation has been successfully completed, we cross check the details found with all other details provided by the customer, as well as with their VAT Certificate
- If any of the details are different from the details provided by the customer, we pause the registration procedure until we get full and clear explanatory reason for that mismatch.
- All validations of the VAT must be attached in the CRM upon the registration.

3.2.6 **Contact & other details:** Each and every other field on the application form, apart from the aforementioned, must also be fully completed. The names of Directors, Sales, Finance persons, along with their contact details, emails, tel. no. etc. must all be provided and clearly mentioned into the form.

- **All the Names** of the persons stated into the application forms must be proved that they work for the company indeed.
- **Emails:** the domains used must be double checked and be the same with the ones, as mentioned in the official websites of those companies
- **Websites:** Companies whose websites are found or seen to contain a peculiar domain, or with a weird content, or with different domain than the one included into the email of the contact person that approached the Company first, and finally those Companies having no website at all, are subject of further escalation and investigation by the Corporate Compliance Department.
- **Telephone** numbers: Must also be double checked if they belong to the company's personnel indeed.

Whichever of the above-mentioned details are not clear enough, or the person responsible for the Registration is having any doubts on anything, then the whole process must be paused, until everything is clarified.

All this info must be checked by the person responsible of doing the Registration, in cooperation with the sales' person that made the induction and had the first contact with the customer. If something is not being able to be verified, we seek the assistance from the customers directly and require to obtain well explanatory reasons in case of a mismatch. Any changes in the details that the compliance officer may notice while checking the customers, must be communicated with the., to provide clear explanatory answers about them.

**If -for any reason- the local Credit Controller, or the local Compliance officer, or any person that is responsible for the Registration of New Customers in any of ASBIS' Offices, cannot verify any of the aforementioned details, or they have any doubts about them, they MUST STOP the Registration Procedure immediately, and get in contact with the Corporate Compliance Department or the Corporate Legal Department, to seek advise on how to proceed further.**

**Application forms, that are not well readable or with in-completed fields shall not be accepted. The Application Form must be received in a PDF form in a good resolution. Bad PDF copies or Photos are not accepted.**

**The compliance officer and/or the assigned person responsible for the Registration of New Customers in all ASBIS' offices, MUST upload all the documentation received by the customer as well as scans of all the findings and proofs of the verifications of the details conducted (VAT Validations, Registration verifications etc.) into the CRM in IT4.**

## 4. *Fraud Cases*

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*“Losing money from fraudsters, is not an option.”*

Fraud cases have been recently increased in the IT Sector, so we need to be extremely careful when it comes to New “unknown” Customers. But how can a scam be recognized within the market and amongst thousands of customers?

**Warning:** a person may appear to be as the representative of an ordinary registered company and may also send you all the documents (usually copies that can be found by anyone online) but still to be a fraudster.

### **4.1 Actions to be taken.**

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**Certain actions need to be taken to identify a “fake” customer:**

The “Authentication of the details” section, as described above, is the first step of recognizing a Fraud case, and thus, it must be fully and strictly followed.

The initial verification of the identity of any new customer, is being made by the sales rep./manager. This is because they are the first persons to talk or meet with the new customer and generally are in contact with them.

Therefore, the person responsible for Registration **MUST**, at all times, have a discussion with the sales’ person, and get their confirmation in written, that all is good with the potential customer. For that, the Corporate Credit/ Compliance Department has drafted a “**Questionnaire**” which always has to be filled-in by the sales’ person, for all New Customers.

## 4.2 Questionnaire

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It needs to be completed by the sales' person, and to be provided to the Credit Controller, before the Registration process is being initiated:

- How did we find the new customer?
- Who made the first approach? The customer or our salesperson?
- If the customer, how did they contact us?
- If we have this in written, provide more details on that 1<sup>st</sup> approach along with supportive documents (email, text etc.)
- If by telephone, then provide more details on the tel. no., the name of the person who called etc.
- Trading Activities of the potential new customer?
- If Retailer, how many shops they operate?
- Employees number?
- Do they own any offices, buildings etc. If yes, can we verify it is true?
- Do they have their own warehouse? If yes, can we verify it is true?
- Do we know who are the customers of our customers?
- Do we know what securities do they obtain for their customers?
- Do we know who are the suppliers of our customers?
- Do we know what securities do these suppliers obtain for them?
- Future Plans- pending deals- products they are interested in purchasing?
- Turnover for the past 3 years?
- Profit/loss- Financial accounts available?
- Other useful information that can be shared?

## 4.3 Initial Inspection on the customer's identity shall include:

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- checking that the emails and tel. no. of the customer's Contact person, correspond to the ones mentioned on the website of the company he represents.
- checking that the person our salesperson is in contact with, is an authorized person or at least an employee of this company indeed.
- Trying to physically reach them on the company's telephone no., as mentioned on the web, to double check on these persons.

#### **4.4 Post-Registration Actions**

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- First couple of shipments Must be on prepayment (exceptions shall only be approved by the corporate office)
- Proforma invoice for 1st order has to be signed by the company to be verified with the signature on the form (when 1st shipment is on credit)
- Before releasing the first orders, all the details (such as bill/ship to address etc.) shall be verified against all the information stated in the application form.
- Any changes that are being requested by the customer after the registration (change of name, addresses etc.) shall be provided to us along with an official letter from the customer (on the company's letterhead, signed and stamped by an authorized person) stating what exactly they wish to change.
- Verification of all the details is an ongoing procedure. It never ends as far as the customer remains active. The Compliance officer must be checking the customers details on a constant basis, as there may be significant changes to their legal structure that may in turn affect compliance itself.

## 5. International Trading and Sanctions controls

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**MAIN OBJECTIVE:** To ensure that ASBIS Group does not engage to any business with any sanctioned party (physical, nominal and/or any other persons) and to avoid participating into any taxable transactions (subject to VAT), which, in view of the information available, *we knew, or should have known*, that has been part of a fraud.

As per the Group's "**Update on Export Compliance Policy**" (Appendix C):

It is the policy of ASBIS group to fully comply with all laws and regulations governing the export of both, products, services, software, and technical data as contracted by ASBIS with its numerous suppliers and customers, and our own products, services, software, and technical data.

Each employee must be dedicated to ensure such compliance. All Sales, Finance, Credit, Treasury, Service, Logistics, Accounting, and other personnel that may be involved in export shall be familiar with and review regularly the below mentioned links, to ensure compliance with Regulations:

<https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

<https://www.bis.doc.gov/index.php>

<https://www.sanctionsmap.eu/>

Compliance with Sanctions, or restrictive measures, is of a vital importance for ASBIS Group for:

- The avoidance of criminal, civil or regulatory actions and/or penalties that may be taken against the Company by regulatory and/or other Authorities,
- The protection of the Company's reputation

Because of the continuous engagement of the Company into transactions related to the International Trade Business, and the increasing operations in high-risk industries where high-valued and easily transportable goods are involved (iPhones, Smartphones, Accessories etc.), it is our obligation to do the utmost to keep the Company protected from any possible risks that may occur when conducting such deals. Having that in mind, we have drafted the below procedures, which need to be strictly followed by all Sales, Credit and Logistics' departments.

## 5.1 Customers: How to Mitigate the Risks

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### Major Risks:

- a) To engage in business with sanctioned parties
- b) To be found responsible for violating the VAT laws.
- c) To be charged for fraudulent participation in the illegal businesses

### Measures to be taken:

*“Mitigating the risks of working with companies or individuals included OFAC, PEP & watch lists”*

**5.1.1. LEXIS NEXIS:** From 2019 onwards, the Company has purchased a Subscription and started to be using the “LEXIS-NEXIS” Service, one of the World’s top providers of legal, government, business and high-tech information sources, in an effort to meet the demands of Global Compliance when it comes to third parties on whom it relies, by gaining a much more clear picture on the background of both its Customers and Suppliers, and to Manage reputational and regulatory risk more confidently, by using the Program’s comprehensive sanctions watchlist screening

Thus, the person responsible for registering new Customers and Suppliers, and prior to the registration in the system, **must check** whether the new customer/supplier is listed (or not) into the LN database for any reason, either negative (i.e. to be included into any Sanctions’ or Entities’ Lists of OFAC or other worldwide sanctions’ lists) or other (i.e. to be included into the PEPs list etc.) – **Appendix E**

**5.1.2 Entities Owned by Blocked Persons- 50% Rule:** Going through the Sanctions’ Control era, since February 2022, the need to seek and obtain every available document from each new client, which may help us to understand what their exact structure is, who their owners and/or shareholders are as well as which entities are behind each one of them, became of a major importance for the Company.

Apart from our obligation to check each Customer/partner (entity or individual) of ours, if included in any sanction lists, we also need to have in mind that there are other things to consider as well, beyond a simple search if directly related with Sanctions.

This Rule, as imposed by OFAC, states that ***“the property and interests in property of entities directly or indirectly owned 50 percent or more in the aggregate by one or more blocked persons are considered blocked.”***

**Example A:** Let's suppose that:

Sanctioned person/ entity X owns 50% of Entity A.

And Entity A in turn owns 50% of Entity B

→ **Entity B** is considered to be **Sanctioned** as well, in both ways,

- Indirectly: as X owns indirectly 50% of them.
- Directly: As X owns 50% of Entity A, Entity A is automatically a blocked entity itself. As A owns 50% of B, then in turn B is considered as Blocked as well

**Example B:** Let's suppose that:

Sanctioned Entity X owns: 50% of Company A and 50% of Company B

And in turn, A and B own 25% of Company C.

→ **Entity C** is considered to be **Sanctioned** as well, in both ways,

- Indirectly: Sanctioned Entity X owns 50% of A, and 50% of B. So indirectly owns 25% (from its shares in A) and 25% (from its shares in B)= Aggregate percentage of 50%
- Directly: A and B are already blocked/sanctioned entities themselves due to 50% ownership of X to each one.

**Example C:** Let's suppose that:

Sanctioned Entity X owns 50% of Entity A and 10% of Entity B

Entity A owns 40% of Entity B

→ **Entity B** is considered to be **Sanctioned/Blocked** as well in both ways,

- Indirectly & Directly: X is considered to indirectly own 40% of B (through its 50% ownership of A). Adding his direct 10% on that, it makes an aggregate ownership of 50%

All ASBIS personnel MUST understand that it takes more than a simple search in Lexis Nexis, or in OFAC's list for example.

Analysis in depth is required for sure, and for that, we must request all new clients to provide us with a clear indication on the individuals owning them, or which companies are behind their entities, so that we can make our investigations the proper way to comply with the legislation, and as fast as possible.



### 5.1.3 Check/verify the VAT no.:

*“The customer shall be an entity, or a person registered for VAT in the EU member state where the goods will be delivered at”*

- When registering any new client, it is mandatory that you carefully check the VAT through [http://ec.europa.eu/taxation\\_customs/vies/](http://ec.europa.eu/taxation_customs/vies/)
- From now on, all validations of the VAT should be attached in the CRM upon the registration.
- The validation of the VAT should be an on-going procedure and must be checked prior to the release of any pending order. IT4 has an automatic function of pre-checking the VAT of each customer, at the time a WO is sent and placed in the system. If that doesn't apply to your system, or you don't have the access to do so, please let us know, so that we'll arrange to activate it.
- For those customers which are located/ legally registered within the EU, but not having a VAT no. (In case they are operating only outside the EU etc.) the credit controller must keep all, the Country Manager, the Logistics and the Corporate Credit team informed on them. In such cases, you must get the written consent from the Country Manager, that he agrees and undertakes the responsibility of the timely issuance of the Export Declaration

### 5.1.4 Delivery of the Goods:

- Major Rule: Incoterms: NO Ex Works (EXW) is allowed!
- In simple words, EXW means that the buyer arranges the pickup of the freight from the supplier's designated place (i.e. the warehouse) at the same time he will be the only person responsible for arranging all export formalities -completing the export documentation- and clearance of the goods.
- Most jurisdictions require companies to provide proof of export for VAT purposes. From the seller's side, if we are using EXW, we cannot be sure that the buyer will prepare and provide this proof of delivery to us.
- In addition to that, let's assume that the buyer confirms that he will export the goods to his country. We cannot really know where the goods will be delivered at, in the case of EXW, and nobody can guarantee that. There have been cases, where and despite the buyers' claims that they will deliver the goods outside the country, the goods finally appear back in the same country of origin. The most dangerous thing in this, is that we are completely dependable on the customers' "goodwill" that all will be made as agreed.

- In an EXW shipment, the buyer is not really obliged to provide such proof to the seller, or indeed to even export the goods. This arrangement, therefore, creates lots of compliance issues, and it increases the chances of the exporter being audited or penalized for violations. This is what we are actually trying to avoid.

As a result, due to the described uncertainties, and all the risks involved we have to **stop selling on EXW immediately.**

Therefore, prepayment or not, the transportation of all shipments must, from now on, always be arranged and organized by ASBIS, using our Forwarders, in order to ensure that we hold all proofs of delivery of each shipment, at all times.

The most important parameter, is the effective cooperation among the three departments:

**Sales- Logistics:**

- The sales' persons should make the above rule clear to their customers before they even place an order. If they don't accept this, then the order should be declined immediately.
- The Incoterms prohibited to be used by ASBIS' terms: EXW & FCA CZ.

**Cases of Exceptions:** Exceptions to any of the above points, can only be accepted in those cases where the customer provides a specific –and explained in detail- reason, which could justify why they could not accept our delivery terms. In such cases, the only way to proceed with, is to obtain the approval by all the Countries' General Managers- Corporate Directors and the Logistics' VP, otherwise, the order should be declined. In cases where such an exception is granted, the credit controllers must upload and save this approval in CRM.

**Credit Controllers:**

- All local Credit Controllers must be aware of the above rule and check each specific request – in coordination with the Logistics- in order to ensure that nothing is released EXW.
- Before registering any International Brokers, Resellers and Traders, any Local Traders delivering goods to their countries or those with an international identity, you must inform the Corporate Credit team to have all the details checked as well.
- It goes without saying that all the Credit Procedures of registering a New Customer should normally apply and all needed documentation (Application forms, Registration and VAT certificates, copy of Id/Passports etc.) should be collected as usual.

## 5.2 Suppliers

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*“Companies must not participate into any taxable transaction which has been part of a fraud, if the company knew so, or should have known so, in view of the information available.”*

In general, all steps described above concerning the transactions with Customers, should apply for Suppliers also. Besides all control points of due diligence which have to be processed at all times concerning the legitimacy of all companies (registration process as needed by the Treasury Department: **New Supplier’s form, Registration and VAT certificates, Bank Ref. letter**, checking of the names, emails, tel. no., persons involved etc.) the VAT needs to be thoroughly and continuously checked, especially if the transaction involves acquisition of goods from another member state.

The most important parameter is to ensure that our suppliers (either domestic or from another EU member state) are not participating into any illegal and/or fraudulent transactions. But how can we do that?

### Questions to be asked:

- How did you find the supplier? Did they contact you or you did so?
- Have you visited their premises/ offices? Do they have their own Warehouse?
- Are you 100% sure on your vendors’ legitimacy?
- Do they have a website?
- Did you check their Financials?
- Did you check with the local Tax Authorities if they have normally filled their Tax Returns?
- Do you fully trust your traders?
- What if we are really able to prove to the authorities that we have taken all necessary steps to ensure that all were good with the transactions, or we didn’t know, or we shouldn’t have known? Could that exempt us from being liable against the law in case we are found in the middle of a fraud?

If, in any of the above questions, your answer was no, then you should stop any business with these “untrustworthy” suppliers/buyers immediately.

## **THE SOURCE OF GOODS IS SUPER IMPORTANT!!**

One of the most important questions to be asked is whether we know and/or we can prove that the goods purchased are not stolen nor with a bad title or imported into the country in an illegal way... (?). Purchasing goods from big vendors, such as ASBISC Enterprises PLC, Apple, INTEL, AMD, Logitech etc. where we can easily prove the source of the goods, and exporting them, should not be an issue. It is all the rest which we should be aware of.

### **5.3 Trilateral Transactions**

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Any taxable transactions including a) purchase from a domestic supplier- sale to another EU member State and b) purchase from another EU member state and a sale to a local buyer must - from now on- be stopped immediately unless you obtain the green light from the Corporate Credit team.

Any transaction including a) local supplier-ASBIS-local buyer and b) Int'l supplier-ASBIS-Int'l buyer can only be made taken that:

- The goods will be purchased from a well-known and trustworthy supplier thus the source can be proven.
- You obtain the green light from the Corporate Credit Dep't and Alexey Souslav.

### **5.4 Summary of the Measures to be Taken**

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- Check the validity of the VAT of all your customers/suppliers upon the registration and upload in the system.
- Check the validity of the VAT once an order is going to be placed in the system.
- Stop selling EXW to anyone. Delivery must be arranged by us, using our forwarders, at all times.
- Keep all documentation proving the delivery of the goods (PoD, CMR, EX1 docs.) stored for all shipments concerning International Trade
- All Credit Controllers should provide an updated list including all new registrations of international customers, once such a registration is completed. [plz see **Annex 1.1** below]
- All Sales' Persons must inform the Credit Controllers of any International Trade plans, **prior any agreement with the supplier/customer is made**. The credit controller should –in turn- inform the Corporate Office.

## 6. Appendices

### Appendix A – New Customer Application Form



ASBISC Enterprises PLC  
1, Iapetou Street, Agios Athanasios  
4101 Limassol, Cyprus

#### NEW CUSTOMER APPLICATION FORM

1. GENERAL AND LEGAL		
Legal Name of your company:		
Trading Name (if different from above):		
Bill to Address (Juridical Address):		Telephone:
City:	Code:	Country:
Actual office address for mailing (if different from above):		Telephone:
City:	Code:	Country:
Ship to Address:		Telephone:
City:	Code:	Country:
Company Registration number:		VAT number:
Names of Directors (on Company's Registrar):		
Chief Financial Officer:	Telephone:	Email:
Purchasing Contact, authorized to place orders on behalf of the Company:	Telephone:	Email:
Accounts Payable Contact:	Telephone:	Email:
Date of Company Foundation:	Company Website:	
Type of Business:		
Name and Address of major shareholders (companies/individuals):		
Number of Subsidiaries/Branches (if any):		
2. CREDIT APPLICATION. The chapter below to be filled only in case your company applies for credit		
Sales revenue (3 previous years):		
Estimated Turnover with ASBIS in next 6 month:		
Credit Line required (in USD):	Requested payment terms (in days):	
Credit Insurers Name/Reference number:		
Bankers Names and Addresses		
Bank:	Bank:	
City:	Country:	Country:
City:	Country:	Country:
SWIFT:	SWIFT:	
Account number:	Account Number:	
IBAN:	IBAN:	
Trade References of Major Suppliers		
Name:	Name:	
Address:	Address:	
Telephone:	Telephone:	
Fax:	Fax:	

this Form may be completed online and downloaded from: <https://www.it4profit.com/asbis/register.jsp>

Page 1 of 2

Any changes to the above information shall be notified to ASBIS at least 3 working days in advance in writing signed by the authorized representative of the Company.

**3. TERMS OF BUSINESS OF ASBISC ENTERPRISES PLC WHICH WILL GOVERN OUR TRADING RELATIONSHIP:**

1. We explicitly agree that all deliveries of products and services from ASBISC Enterprises PLC and any of its subsidiaries and affiliated companies (ASBIS) to us shall be handled exclusively under the Terms and Conditions of Sale of ASBISC Enterprises PLC as currently in force, located at <http://www.asbis.com/about/terms.cfm> and incorporated herein by reference. We object the application of any our standard terms of purchase contrary to the Terms and Conditions of Sale of ASBISC Enterprises PLC.
2. For products that are dedicated to be delivered to another EU member state or exported outside of EU territory and when delivery is organized by us, our agents or couriers, we agree and undertake to deliver to ASBIS within 6 weeks after invoice date all prove of delivery documents signed by the consignee, or Export Declaration documents discharged by the EU customs at the border of exit from the EU territory, as applicable. In case that after aforementioned period no prove of delivery documents or discharged Export Declarations, as applicable, have been received by ASBIS, we will indemnify and compensate to ASBIS all and any amounts of VAT and penalties applicable for such products at the first request of ASBIS.
3. We hereby certify that all and every product(s) purchased from ASBIS will not be exported, sold, or transferred in violation of (a) the U.S. Export Administration Regulations; (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and (d) the European Union’s Regulations and any subsequent re-enactments or amendments thereof being in force and affecting the export of the products.
4. Without limiting the foregoing, we explicitly agree and undertake not to sell, offer or otherwise transfer the products that are subject to OFAC and/or EU sanctions and/or applicable controls to customers located in CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA or to other restricted parties, embargoed or sanctioned countries, which, restrictions, in particular, may be found (including but not limited) here:  
<https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>  
<https://www.bis.doc.gov/index.php>  
<https://www.sanctionsmap.eu/>
5. We further certify that we will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government, and/or EU Council and/or under any other applicable law as prohibited from receiving products and that we are not on, or under control of anybody on, any such lists.
6. We hereby acknowledge that certain vendors restrict sales of their products outside of specifically designated territories. We certify and agree to comply with all such restrictions as may be advised to us at any time and from time to time and not to market, offer, sell, transfer, export, dispose or ship such products outside of designated territories.
7. **In case we fail to comply with any responsibilities herein contain, we hereby agree to indemnify and hold ASBIS harmless from and against any and all losses, costs, expenses or liabilities, including without limitation attorneys fees, that ASBIS may suffer or incur as a result of or in connection with our failure to follow the restrictions and obligations herein contained.**

**THE UNDERSIGNED CERTIFY THAT ALL INFORMATION ABOVE IS TRUE AND CORRECT AND FURTHER CONFIRM ON BEHALF OF THE COMPANY DETAILED ABOVE THAT I HAVE READ UNDERSTOOD AND HEREBY AGREE THAT THE COMPANY SHALL BE BOUND BY THE TERMS AS SET OUT HEREIN.**

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
 NAME \_\_\_\_\_ POSITION \_\_\_\_\_

**PLEASE FAX THIS SIGNED APPLICATION TO ASBISC ENTERPRISES PLC ON: +357 25 857 288 together with the following documents:**

4. Documents required	5. ASBIS References
1. Financial reports for the last 3 years (preferably audited) – <i>optional, provided your company applies for credit</i> 2. Copy of VAT Certificate/Fiscal Certificate - <i>mandatory</i> 3. Extract(s) from Companies Registrar or equivalent showing Company registration Number, Date and Address, Director(s) and Shareholder(s) - <i>mandatory</i>	Name of ASBIS Sales Representative:

**ALL SECTIONS MUST BE COMPLETED AND THE FORM MUST BE SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE COMPANY (i.e. a Director).**

If you have any questions regarding this Form please contact Credit Control Department or Legal Department on: +357 25857000 or write by email to: [corporate\\_credit\\_control@asbis.com](mailto:corporate_credit_control@asbis.com).

this Form may be completed online and downloaded from: <https://www.it4profit.com/asbis/register.jsp>

## Appendix B – Export Embargo Agreement

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ASBISC Enterprises PLC

### EXPORT EMBARGO AGREEMENT.

Limassol, Cyprus

\_\_\_/\_\_\_/2023

This Export Embargo Agreement (hereinafter referred to as the “**Agreement**”) is concluded between:

**ASBISC Enterprises PLC**, an entity duly established and operating under the legislation of the Republic of Cyprus (registration number **HE 75069**, with its registered office at Iapetou 1, Agios Athanasios, 4101 Limassol, Cyprus) being Value-Added Distributor of Apple in the CIS region (hereinafter referred to as “**Distributor**”), on one hand, and

\_\_\_\_\_, a legal entity duly established and operating under the laws of \_\_\_\_\_, with its registered office: \_\_\_\_\_, (hereinafter referred to as the “**Reseller**”), on the other hand,

collectively referred to as the “**Parties**”.

#### WHEREAS

- 1) As of the 1<sup>st</sup> of March of 2022, Apple has imposed a ban on the import of Apple products to the Russian Federation.
- 2) Therefore, it is STRICTLY FORBIDDEN to IMPORT (SUPPLY, RE-EXPORT) of:
  - any models of Apple hardware to the territory of the Russian Federation starting from 1<sup>st</sup> of March 2022;

#### Distributor and Reseller have agreed as follows:

1. Reseller undertakes and warrants that:
  - 1.1. the Reseller will not import, alienate, supply, re-export any models of Apple goods to the territory of the Russian Federation;
  - 1.2. each of Reseller’s employees, has been informed and instructed of the obligations set forth herein and will comply with them.
  - 1.3. that Reseller shall indemnify and hold Distributor harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from or relating to or arising out of the breach or nonfulfillment of the Agreement.

2. In case the Reseller violates any of provisions stated herein, the Distributor has the right to unilaterally terminate the Agreement, and any other agreement concluded between the Parties.
3. In case of violation of any provision of the Agreement, the Reseller shall reimburse the Distributor any loss or expense caused by such breach.
4. The Agreement is governed by the laws of the Republic of Cyprus. All disputes and differences, which may arise out of/or in connection with the present Agreement, will be settled by negotiations between the Parties. The Party receiving a written complaint from the other Party, is obliged to examine it and to submit a response within 30 (thirty) calendar days from the date of its receipt. If the Parties do not come to an agreement, any dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the CAMC Arbitration Rules. The appointing authority shall be the Cyprus Arbitration and Mediation Centre. The number of the arbitrators shall be three, the place of arbitration shall be Nicosia, Cyprus and the language to be used in the arbitral proceedings shall be English.

**Distributor**

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Marios Christou  
Stamp

**Reseller**

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Stamp



## Appendix C – Update on Export Compliance Policy

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### ASBISC Enterprises PLC Update on Export Compliance Policy

It is the policy of ASBIS group to fully comply with all laws and regulations governing the export of both, products, services, software and technical data as contracted by ASBIS with its numerous suppliers, and our own products, services, software and technical data. Each employee must be dedicated to ensure such compliance. All sales, service, shipping, accounting and other personnel that may be involved in export shall be familiar with and review regularly:

- EU trade policy web site: <https://www.consilium.europa.eu/en/policies/trade-policy/> ,
- U.S. Bureau of Industry and Security's website at: <http://www.bis.doc.gov/>, and
- Websites of national export control authorities.

to ensure compliance with regulations. Particular attention should be taken when releasing technical information to foreign nationals, whether abroad or not, in electronic transmission of data/software and when hand carrying exports.

Under no circumstances shall ASBIS personnel sell or ship any product contrary to applicable export laws or shall these laws be compromised for personal gain. Neither sales nor shipments are to be made to any individual and/or firm appearing in the Denied Parties Lists of the U.S., and/or in EU sanctions database, and/or in any applicable export controls and regulations and/or to any firms owned by or associated with the individuals of firms therein listed. Moreover, no orders or shipments are to be made to any country subject to economic or trade sanctions imposed by the U.S. and/or EU unless otherwise authorized by applicable laws. Failure to comply with these regulations may result in the imposition of criminal and/or civil fines and penalties, including imposition of huge penalties on ASBIS.

In addition, regulations are in effect that place emphasis on the end-use and/or end-user of exported items (see United States 15 CFR 744.1 General Prohibition 4). As a result, ASBIS need to be vigilant in screening our customers and transactions. It is, therefore, more important than ever that the "Know Your Customer" principals are understood and implemented in order that ASBIS can meet the required "know" standard.

In particular, no transaction can be made when dealing with individuals, companies and countries involved with the proliferation of nuclear missile and chemical/biological related processes and/or weapons without a license from the U.S. Department of Commerce and/or applicable EU authority.

The General Managers and Sales Directors of every ASBIS Group entity are jointly responsible for formal adoption of the policy in its respective entities, its implementation and compliance. This policy shall be brought to attention of every employee related to export (PLMs, PLSM, sales, service, logistics, accounting, etc) and made available to any employee of the company by placing it at the announcement board, incorporating into the staff manual or by other means at the discretion of the GMs. On a regular basis all such personnel shall be trained on the scope and application of export control compliance.

Non-compliance or possible non-compliance with any of the export laws and regulations that becomes known to any ASBIS employee shall be immediately reported to the Board of Directors of ASBISC Enterprises PLC.

## **Appendix D – 12. Sanctions, Embargoes and Other Restrictions** **(<https://www.asbis.com/terms>)**

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Guided by (1) Council Decision 2014/512/CFSP of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine with the latest amendment, (2) Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine with the latest amendments; (3) Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine with the latest amendments; (4) Council Decision 2012/642/CFSP of 15 October 2012 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine with the latest amendments;

Based on Notice to economic operators, importers and exporters (2022/C 145 I/01) of European Commission (hereinafter – “Notice”);

Being bound by the present Terms and Conditions of Sale as a part of the Supply Contract being in force between them, ASBIS and Buyer herewith declare, confirm, and guarantee the following:

1. ASBIS and Buyer guarantee that neither of them ever did, is doing or will be doing any actions, directly or indirectly, which are in violation of the U.S. Export Administration Regulations; and/or the U.S. International Traffic in Arms Regulations; and/or applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and/or the European Union's Regulations; and/or OFAC and/or EU sanctions; and/or applicable controls; and any subsequent re-enactments or amendments thereof being in force and affecting the Goods. Buyer also guarantees and confirms that neither Buyer nor its management, shareholders or founders are subject to sanctions applied by any international institutions and/or the U.S. and/or the European Union. Imposition of sanctions by any international institutions and/or the U.S. and/or the European Union to Buyer shall be a non-negotiable ground for an immediate termination of sale of Goods to Buyer by ASBIS unilaterally.
2. Where Buyer will work with the Buyer's suppliers, customers, end-users, and/or other parties, this entire Clause 12 is applicable to those transactions. In all cases, the Buyer is liable for the actions of the third parties it engaged with.
3. Buyer hereby certifies that all and every product(s) purchased from ASBIS will not be exported, sold, or transferred in violation of:
  - (a) the U.S. Export Administration Regulations;
  - (b) the U.S. International Traffic in Arms Regulations (ITAR);

(c) applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and

(d) the European Union's Regulations and any subsequent re-enactments or amendments thereof being in force and affecting the export of the products.

4. Without limiting the foregoing, Buyer explicitly agrees and undertakes (i) not to export sanctioned goods to Russia or Belarus and not to resell the sanctioned goods to any third party business partner that does not take a commitment not to export the sanctioned goods to Russia or Belarus giving rise to liability in case the latter re-exports the items to those countries; (ii) not to sell, offer or otherwise transfer the products that are subject to OFAC and/or EU sanctions and/or applicable controls to customers located in RUSSIA, BELARUS, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA or to other restricted parties, embargoed or sanctioned countries and/or territories, which, restrictions, in particular, may be found (including but not limited) here:
- <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>,
  - <https://www.bis.doc.gov/index.php>,
  - <https://www.sanctionsmap.eu/>.

Buyer acknowledges that it bears its responsibility to familiarize promptly with the applicable sanctions and regulations and to run adequate due diligence measures re its business partners and end-users when and prior entering into the contract with each of them.

5. ASBIS and Buyer certify that they will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government, and/or EU Council and/or under any other applicable law as prohibited from receiving products and that we are not on, or under control of anybody on, any such lists.
6. ASBIS and Buyer hereby acknowledge that certain manufacturers and vendors may restrict sales of their products into or outside of specifically designated territories or to some persons or entities. Buyer certifies and agrees to comply with all such restrictions as may be advised to him at any time and from time to time and not to market, offer, sell, transfer, export, dispose or ship such products into or outside of designated territories. In case of such restrictions or embargoes or bans, the Buyer shall declare and ensure:
- that it would be is financially liable for non-compliance with provisions of the relevant notification provided by ASBIS as it is stated above;
  - that each of Buyer's employees shall be informed of and trained regarding the obligations under such communication and shall comply with such terms;
  - that Buyer shall indemnify and hold ASBIS harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from or relating to or arising out of the breach or nonfulfillment of manufacturer's or vendor's restrictions, embargo or ban as the Buyer would be notified by ASBIS.
- In case of violation of the conditions of the manufacturer or vendor, including restriction of sales of their products into or outside of specifically designated territories or to some persons or entities, ASBIS will have its right to initiate the procedure of Buyer's de-authorization as a partner of ASBIS.

## Appendix E – LEXIS NEXIS



Upon the receipt of all needed documents for the Registration of new Customers, as these are mentioned into the Corporate Credit Procedures of ASBISC Enterprises PLC, the Credit Controller must check this new company through LexisNexis as well, to ensure that neither the Company or any of its Shareholders, Appointed Directors and/or any of its related companies are included into any Sanctioned Lists for any reason.

Note that the results which appear in LexisNexis’ database are only extracted from Official and/or Governmental Sources, so in case any results appear which for some reason matches the company under investigation, the result MUST be checked carefully with the Team and to be discussed with the Credit Manager and to be communicated with the sales’ person as well.

1. Type the name of the company (under “*Organization*”) or the person involved into this company (under “*Individual*”) to see if it exists into the database.

The screenshot displays the LexisNexis search interface. At the top, there is a navigation bar with the LexisNexis logo, a 'Menu' button, and links for 'Home', 'Settings', 'Account', 'Help', and 'Logout'. Below this is a search bar with a magnifying glass icon and a 'Search Term' label. The search options include 'Entity Type' (set to 'Organization'), 'Single Search' (selected), 'Multiple Search', and 'Keyword Search'. A search box contains 'ABC Company' and a 'Submit' button. Below the search bar, there are two main sections: 'Foundation' and 'Risk Coverage'.

**Foundation**

- PEP List: Over 1,600,000 politically exposed entities from 250+ countries and territories
- Sanction Lists: Real-time monitoring of all major sanction lists
- Watch Lists: Over 20 Embargo and caution lists (FBI, World Bank, Interpol, etc.)
- Enforcement Lists: Monitoring of over 1,300 financial enforcement agencies
- Adverse Media: Screening of over 35,000 news sources
- Courts: Monitoring of cross border investigations

**Technology**

- Primary Name Matching: Arabic, Chinese, Farsi, Greek, Germanic, Japanese, Korean, Russian, Thai
- Primary Unique Identifiers: Over 2,500,000 unique identifiers (photos, dates of birth, passport numbers, national ID's)

**Risk Coverage**

Profiles	Total	Last 30 Days
Arms Trafficking & WMD	16300	144
Drug Trafficking	490852	3587
Enforcement	2950897	19800
Fraud	265971	2067
Global Sanction List	89847	7759
Money Laundering	92366	902
PEP	2417853	18847
Terrorism	86199	767
Wanted Individuals	49487	58

- Check the results carefully. A result may match the search term, even to get a 100% match, however it doesn't necessarily mean that it is the one you are interested into. The rest of the terms must also be checked and verified (i.e. the country of location/registration).

Percentage (%) that the result may match the search term

The country the company in subject has its registration/location into

The exact reason why the company mentioned is included into the list

M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	100 <a href="#">Abc Co., Ltd.</a>	Norway	SOE involved in Retail/Trade, Real Estate	SOE				
2	100 <a href="#">Abc Company</a>	Vietnam	Used as vehicle of smuggling - April 04, 2019.	Adverse Media				
3	99 <a href="#">Abc Enterprises</a>	India	Defaulted in payment of penalty imposed by Securities and Exchange Board of India - September 30, 2014.	Enforcement				
4	99 <a href="#">Abc Limited</a>	Malta	Entity listed on the IRS FATCA list	Registrations				
5	99 <a href="#">Abc Limited</a>	India	Entity listed on the IRS FATCA list	Registrations				
6	99 <a href="#">Abc Limited</a>	Gibraltar	Entity listed on the IRS FATCA list	Registrations				

The exact legal registered name of the company in subject at its country of location/registration

- The Credit Controller must store the information into the CRM at the date of the checking, by following the below steps, to ensure having a proof that the entity or the person have been checked on the very same date of their Registration into the system.

The screenshot shows the LexisNexis search interface. At the top, there is a navigation bar with 'LexisNexis' logo, a 'Menu' button, and links for 'Home', 'Settings', 'Account', 'Help', and 'Logout' (Rel 6.2.23). Below this is a search bar with the text 'Search Term'. The search criteria are set to 'Organization' with 'ABC Company' entered. Search options include 'Single Search' (selected), 'Multiple Search', and 'Keyword Search'. A 'Submit' button is present. On the right side, a 'Print & Export' button is highlighted with a red circle. Below the search bar, a table displays search results for 'ABC Company (230)'. The table has columns: M, Names, Country, Position, Class, ID, PIC, AKA, and Rel. The results are as follows:

M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	100 <a href="#">Abc Co., Ltd.</a>	Norway	SOE involved in Retail/Trade, Real Estate	SOE				
2	100 <a href="#">Abc Company</a>	Vietnam	Used as vehicle of smuggling - April 04, 2019.	Adverse Media				
3	99 <a href="#">Abc Enterprises</a>	India	Defaulted in payment of penalty imposed by Securities and Exchange Board of India - September	Enforcement				

- We then put a note with all the details of the company we are looking for, and our comment that this company for example has not been found under the list, or it was found but it wasn't under any sanctioned list, or it has been found to be under investigation, or sanctioned or suspect for some reason etc.

The screenshot shows the 'Print Options' dialog box. It has two columns of radio buttons: 'Show all Results' (selected) and 'Show Current Selection Only', and 'PDF' (selected) and 'Html'. Below these are 'Notes:' and a text area containing the following text: 'The customer ABC Company, with registration no. xxxx and registered in xxxxx has not been found under the LexisNexis database'. At the bottom, there are 'Advanced Settings' with a triangle icon, 'Ok', and 'Cancel' buttons. The LexisNexis logo and copyright notice 'Copyright© 2015 LexisNexis. All rights reserved.' are at the bottom of the dialog.

5. We save the list (pdf) into the CRM.

WorldCompliance.com > Print Results

1 / 11 | 61%

Search: **ABC Company**  
 Reviewed By: **Constantinos Christodoulides**  
 Company: **1907789 - INFOCREDIT: ASBISC ENTERPRISES PLC**  
 Date: **18-April-2022 04:03 PM**

Display: All Results    Probability: All Results    Match Count: 230

Comments:  
 The customer ABC Company, with registration no. xxxx and registered in xxxxx has not been found under the LexisNexis database

M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	100	ABC Co., Ltd.	Norway	SCE involved in Retail/Trade, Real Estate	SOE			
2	100	ABC Company	Vietnam	Used as vehicle of smuggling - April 04, 2019.	Adverse Media			
3	99	ABC Enterprises	India	Defaulted in payment of penalty imposed by Securities and Exchange Board of India - September 30, 2014.	Enforcement			
4	99	ABC Limited	Malta	Entity listed on the IRS FATCA list	Registrations			
5	99	ABC Limited	India	Entity listed on the IRS FATCA list	Registrations			
6	99	ABC Limited	Gibraltar	Entity listed on the IRS FATCA list	Registrations			
7	99	ABC, LLC	United States	Temporary restraining order issued for the violation of Corporate Securities Law - February 1, 2005.	Enforcement			
8	99	ABC Limited	Singapore	Entity listed on the IRS FATCA list	Registrations			
9	99	ABC Group	Libya	Paid USD 5,500 for violation of 2000 Funds transfer - 2004	SOE			
10	99	ABC LLC	Russian Federation	Weak Aka for 7201484	Sanction List			
11	99	ABC LLC	Russian Federation	Weak Aka for 7201484	Associated Entity			
12	99	ABC LLC	Russian Federation	Weak Aka for 7201484	Associated Entity			
13	99	ABC LLC	Russian Federation	Weak Aka for 7201484	Associated Entity			
14	99	ABC LLC	Russian Federation	Weak Aka for 7201484	SOE			
15	99	ABC Holding Pvt. Limited	India	Paid settlement of INR 200,000 for violation of SAFT Regulations -	Enforcement			

6. The Credit Controller must check all active customers once per while in LexisNexis, in case someone has been included into the list for any reason. In case a customer has been found suspect and/or under any sanctions list, the Credit controller must communicate this with the Credit Manager and the sales' Person responsible for that account.