

## Virtual Annex

### VA1 Definitions and interpretation

In this Virtual Annex the following words and expressions shall have the following meanings, and be interpreted in the following manner:

'Agreement':	is a reference to the relevant agreement or contract between Domino and the Counterparty, and in which agreement or contract this Virtual Annex is expressed to be deemed to be incorporated and set out therein (either in full or in part), and which agreement or contract shall include (without limitation) any such agreement or contract that exists (or arises) between Domino and the Counterparty and which is referred to in the applicable Standard Terms and Conditions of Sale (of Domino) that apply to that agreement or contract.
'Counterparty':	is a reference to the party or parties to the Agreement that is (or are) not a Domino Company, and where that party or parties is (or are), under the Agreement, a purchaser or a prospective purchaser from a Domino Company, or other customer of a Domino Company.
'Domino':	is a reference to the relevant Domino Company or Domino Companies that is a party to (or are parties to) the Agreement.
'Domino Company':	Domino Printing Sciences plc, Domino UK Limited or any other company that is a subsidiary of Domino Printing Sciences plc, whether immediate or not (and 'Domino Companies' shall be construed accordingly).

### VA2 Prohibition on certain sales or supplies of goods or other products to the Russian Federation

- VA2.1 The Counterparty (notwithstanding, if it be the case, that the Counterparty is not incorporated or registered in, or otherwise domiciled in, the European Union) shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- VA2.2 The Counterparty shall use its best endeavours to procure that the purpose of clause VA2.1 is not frustrated by any third parties further down the commercial chain from the Counterparty, including (without limitation) by any possible resellers.
- VA2.3 The Counterparty shall set up and maintain an adequate monitoring mechanism to detect any conduct by any third parties further down the commercial chain from the Counterparty, including (without limitation) by any possible resellers, that might or would frustrate the purpose of clause VA2.1.

- VA2.4 The Counterparty acknowledges and agrees that any breach of any of clauses VA2.1, VA2.2 or VA2.3 shall constitute a material breach of an essential element of this Agreement, and Domino shall be entitled to seek any and all appropriate remedies from and against the Counterparty and/or any other person.
- VA2.5 The Counterparty shall immediately inform Domino about any problems in complying with each of clauses VA2.1, VA2.2 or VA2.3, including any relevant activities by third parties that could frustrate the purpose of clause VA2.1. The Counterparty shall make available to Domino all information concerning compliance with the obligations under each of clauses VA2.1, VA2.2 or VA2.3 within two weeks of any request made by Domino in writing for such information.
- VA2.6 The Counterparty further acknowledges and agrees that the provisions of this clause VA2 shall operate independently to, and without prejudice to, the operation of any other provisions contained in this Agreement and which relate to any of (1) all or any applicable export, trade and sanctions controls, (2) any prohibition on the export, re-export, sale, supply, transfer or otherwise release of products, software or technology. If there is any conflict between any such other provisions and this clause VA2 then the provisions of this clause VA2 shall prevail.
- VA3 Prohibition on use of intellectual property rights or trade secrets etc in connection with certain common high priority items that are intended for sale etc to the Russian Federation**
- VA3.1 This clause VA3.1 operates with effect from and including 26 December 2024.
- VA3.2 In this clause VA3, the expression 'IPRs and Rights etc' means:
- VA3.2.1 any intellectual property rights or trade secrets (that are sold, licensed or transferred in any other way to the Counterparty pursuant to this Agreement) related to any of the common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014; and
- VA3.2.2 any rights to access or re-use (that are sold, licensed, granted or transferred in any other way to the Counterparty pursuant to this Agreement) any material or information protected by such intellectual property rights or protected as trade secret related to the common high priority items as listed in the said Annex XL.
- VA3.3 The Counterparty (notwithstanding, if it be the case, that the Counterparty is not incorporated or registered in, or otherwise domiciled in, the European Union) shall not use any of the IPRs and Rights etc in connection with any common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.
- VA3.4 Notwithstanding any prohibition or other restriction contained in this Agreement or otherwise, upon the Counterparty granting any licence of any intellectual property rights or trade secrets licensed under this Agreement or under any agreement supplemental or collateral to this Agreement, or under any other licence granted or procured by Domino for the Counterparty, and without prejudice to the operation of any such prohibition or restriction, the Counterparty shall prohibit each of their sublicensees of any of the IPRs and Rights, from using any of such sublicensed IPRs and Rights in connection with any common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.
- VA3.5 The Counterparty shall use its best endeavours to procure that the purpose of clauses VA3.3 and VA3.4 is not frustrated by any third parties further down the commercial chain from the Counterparty, including (without limitation) by any possible resellers.

- VA3.6 The Counterparty shall set up and maintain an adequate monitoring mechanism to detect any conduct by any third parties further down the commercial chain from the Counterparty, including by (without limitation) any possible resellers, that might or would frustrate the purpose of clauses VA3.3 and VA3.4.
- VA3.7 The Counterparty acknowledges and agrees that any breach of any of clauses VA3.3, VA3.4, VA3.5 and VA3.6 shall constitute a material breach of an essential element of this Agreement, and Domino shall be entitled to seek any and all appropriate remedies from and against the Counterparty and/or any other person.
- VA3.8 The Counterparty shall immediately inform Domino about any problems in complying with each of clauses VA3.3, VA3.4, VA3.5 and VA3.6, including any relevant activities by third parties that could frustrate the purposes of clause VA3.3 and VA3.4. The Counterparty shall make available to Domino all information concerning compliance with the obligations under each of clauses VA3.3, VA3.4, VA3.5 and VA3.6 within two weeks of any request made by Domino in writing for such information.
- VA3.9 The Counterparty further acknowledges and agrees that the provisions of this clause VA3 shall operate independently to, and without prejudice to, the operation of any other provisions contained in this Agreement and which relate to any of (1) all applicable export, trade and sanctions controls, (2) any prohibition on the export, re-export, sale, supply, transfer or otherwise release of products, software or technology. If there is any conflict between any such other provisions and this clause VA3 then the provisions of this clause VA3 shall prevail.

#### **VA4 Use of inks in relation to food contact materials**

VA4.1 The Counterparty acknowledges and agrees that:

- VA4.1.1 the use of Domino's ink products ("Domino Ink Products") in food packaging applications is subject to important restrictions and agrees that the Counterparty alone is solely responsible (to the entire exclusion of Domino) for determining (1) which regulatory requirements apply to any use it may make of Domino Ink Products for food packaging and (2) that such use complies with all applicable regulatory requirements. Such regulations include (in each case without limitation): in the United States, 21 CFR Parts 170-186 and, in the European Union, and Northern Ireland, Regulation (EC) No 1935/2004 and Regulation (EC) No 2023/2006 and in Great Britain, the Materials and Articles in Contact with Food (Amendment) (EU Exit) Regulations 2019 (in each case as such regulations are from time to time amended, extended or re-enacted);
- VA4.1.2 Domino Ink Products are not (unless, in relation to a specifically identified ink product, Domino has expressly stated otherwise in writing, and directly to the Counterparty) approved for (and are not intended for) contact with food and accordingly they must not be used where such contact might reasonably be expected to occur, whether by off-set, migration or otherwise;
- VA4.1.3 where Domino has stated that any particular Domino Ink Product is approved by Domino for use on a specified food packaging material, it shall nevertheless be the Counterparty's sole responsibility (to the entire exclusion of Domino) to verify that such particular Domino Ink Product can lawfully and safely be utilised (with such specified food packaging material) in conjunction with the specific foodstuffs intended by the Counterparty to be contained within such packaging, and that the manner and/or environmental conditions in which the Counterparty may apply that particular Domino Ink Product will not adversely affect whether (in all the circumstances) such particular Domino Ink Product is appropriate for use (including, without limitation, whether the same can in fact be lawfully and safely used).

VA4.2 The Counterparty further acknowledges that:

- VA4.2.1 such off-set may occur where the printed side of packaging material comes in contact with the food contact side;
- VA4.2.2 such migration may occur when a component of an ink product, especially when not fully cured, passes through the packaging material to come into contact with the food.
- VA4.3 The Counterparty further acknowledges and agrees (given the risk of such off-set and/or migration) that any non-food grade inks (included in the Domino Ink Products) should be used only either where there is an effective packaging barrier between that ink and the food, where production ensures that there is no risk of any such off-set or migration or where the Counterparty has unequivocally confirmed through all appropriate testing that any migration is within all the relevant regulatory limits.
- VA4.4 The Counterparty further acknowledges that Domino may (in respect of the Goods or Products, or some of them, which are the subject of the Agreement) have provided the Counterparty with a document or documents entitled 'Food Packaging Use of Inks - ...' and which sets out some general guidance in relation to the use of certain Domino Ink Products in food packaging applications in a certain territory or territories ('Guidance'). Where such document(s) have been supplied then the Domino Ink Product(s) to which those document(s) are stated to relate will be those which Domino has advertised as the Domino Ink Product(s) to be used with the relevant Goods or Products (supplied pursuant to the Agreement), and the territory or territories so stated in those document(s) will include those which the Counterparty has notified Domino as being the only territory or territories in which the relevant Goods or Products (supplied pursuant to the Agreement) are to be used with the stated Domino Ink Product(s). The Guidance (if any) is given by Domino in good faith but Domino gives no warranty in relation to the same and nor does it include any representations upon which the Counterparty should rely. The Guidance is provided entirely without prejudice to the foregoing provisions of clauses VA4.1 to VA4.3 (inclusive) of this clause VA4 and which shall prevail in their entirety to the exclusion of the Guidance.