

Trade and Economic Sanctions Policy

1. General Provisions

1.1. This Trade and Economic Sanctions Policy (hereinafter referred to as the “Policy”) defines the principles and procedures for compliance by the Open Affect Holdings International B.V. (Open Affect Holdings International Besloten Vennootschap) (hereinafter referred to as the “Company”) with international trade and economic sanctions requirements when providing services of the flyxe.cloud cloud platform.

1.2. The Company carries out its activities in full compliance with the legislation of the Kingdom of the Netherlands, directives of the European Union, and resolutions of the United Nations Security Council in the field of trade and economic sanctions.

1.3. This Policy is an integral part of the Company’s compliance system and is binding on all employees, counterparties, and users of the Platform’s services.

1.4. Registration on the flyxe.cloud platform constitutes the user’s full and unconditional acceptance of this Policy and the assumption of obligations to comply with all requirements set forth herein. Use of the Platform’s services without acceptance of this Policy is not permitted.

2. Purpose and Objectives of the Policy

2.1. The main objectives of this Policy are:

2.1.1. Ensuring compliance with international sanctions regimes and preventing the Company’s involvement in prohibited transactions.

2.1.2. Minimizing legal, reputational, and financial risks associated with potential violations of sanctions legislation.

2.1.3. Establishing transparent and responsible business practices in accordance with international standards.

2.2. To achieve these objectives, the Company:

2.2.1. Conducts screening of users and partners against applicable sanctions lists.

2.2.2. Refuses to provide services to persons subject to sanctions restrictions.

2.2.3. Immediately terminates cooperation upon identification of a counterparty listed on sanctions lists.

3. Applicable Sanctions Regimes

3.1. The Company monitors and complies with the following sanctions regimes:

3.1.1. Sanctions of the European Union established by Council Regulations of the EU and decisions of the European Commission.

3.1.2. Sanctions of the United Nations established by resolutions of the United Nations Security Council.

3.1.3. National sanctions of the Kingdom of the Netherlands established in accordance with the Sanctions Act (Sanctiewet).

3.1.4. Sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC).

3.1.5. Sanctions of other jurisdictions applicable to the Company’s activities due to extraterritorial effect or international obligations.

3.2. The Company regularly monitors updates to sanctions lists and promptly adapts its internal procedures in accordance with current requirements.

4. Sanctions Screening of Users

4.1. The Company conducts mandatory sanctions screening of all users at the registration stage and throughout the provision of services.

4.2. Sanctions screening includes comparison of user data against the following lists:

4.2.1. Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions.

4.2.2. United Nations Security Council Consolidated List.

4.2.3. Nationale Terrorismelijst (National Terrorism List of the Netherlands).

4.2.4. OFAC Specially Designated Nationals and Blocked Persons List (SDN List).

4.2.5. Other relevant sanctions and watchlists of international organizations and national regulators.

4.3. Upon registration, the user is required to provide accurate information necessary for sanctions screening, including:

4.3.1. First and last name.

4.3.2. Country.

4.4. The Company reserves the right to request additional documents and information to conduct enhanced due diligence if doubts arise regarding the user's compliance with sanctions requirements.

5. Prohibitions and Restrictions

5.1. The Company refuses to provide services to the following categories of persons:

5.1.1. Individuals and legal entities included in the sanctions lists of the EU, UN, the Netherlands, OFAC, or other applicable jurisdictions.

5.1.2. Persons acting on behalf of or in the interests of sanctioned entities.

5.1.3. Organizations directly or indirectly controlled by sanctioned persons (ownership of more than 50% of shares or voting rights).

5.1.4. Individuals and legal entities registered, permanently residing, or conducting business activities in the following countries: Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea (DPRK), the Republic of Cuba, the Syrian Arab Republic, as well as other territories with respect to which the Company has decided to discontinue the provision of services.

5.1.5. Persons operating in sectors of the economy subject to sectoral sanctions restrictions.

5.1.6. The Company terminates the provision of services to individuals and legal entities registered or operating in Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea (DPRK), the Republic of Cuba, and the Syrian Arab Republic, regardless of whether they are included in sanctions lists. This restriction is applied in accordance with the Company's internal sanctions risk management policy.

5.2. It is strictly prohibited to use the Platform's services for:

5.2.1. Conducting transactions or operations with or for the benefit of sanctioned persons.

5.2.2. Circumventing, evading, or violating sanctions restrictions in any manner.

5.2.3. Uploading, storing, or transmitting information intended to facilitate the activities of sanctioned entities.

5.2.4. Engaging in activities that facilitate the financing of terrorism, the proliferation of weapons of mass destruction, or violations of human rights.

6. Procedures in Case of Violations

6.1. If a user is identified as being listed on sanctions lists or there is reasonable suspicion of a violation of sanctions requirements, the Company:

6.1.1. Immediately blocks the user's access to the Platform's services without prior notice.

6.1.2. Suspends all active transactions and operations associated with the user's account.

6.1.3. Freezes funds held in the user's account balance until authorization is obtained from competent authorities.

6.1.4. Submits a notification to the authorized state authorities of the Kingdom of the Netherlands in accordance with applicable law.

6.2. The Company reserves the right to delete all data and content of a user subject to sanctions restrictions in order to ensure compliance with applicable legislation.

6.3. Funds of sanctioned users are non-refundable and are retained by the Company in accordance with asset-freezing procedures until the appropriate authorization of competent authorities is obtained.

7. User Obligations

7.1. By accepting this Policy, the user represents and warrants that:

7.1.1. The user is not included in any sanctions lists of the EU, UN, the Netherlands, OFAC, or other jurisdictions.

7.1.2. The user is not directly or indirectly controlled by sanctioned persons.

7.1.3. The user will not use the Platform's services for purposes contrary to sanctions restrictions.

7.1.4. All information provided by the user is accurate, complete, and up to date.

7.2. The user undertakes to:

7.2.1. Immediately notify the Company if the user becomes subject to sanctions or if other circumstances arise that trigger the application of sanctions restrictions.

7.2.2. Timely update registration data in the event of changes.

7.2.3. Provide the Company with additional information and documents upon request for the purpose of conducting sanctions screening.

7.3. Violation by the user of the representations and obligations set forth in this Policy constitutes grounds for immediate termination of services and the application of other liability measures provided for by law.

8. Cooperation with Government Authorities

8.1. The Company fully cooperates with competent government authorities of the Kingdom of the Netherlands and the European Union regarding compliance with sanctions legislation.

8.2. The Company undertakes to:

8.2.1. Promptly provide information and documents in response to official requests from authorized authorities within the framework of investigations related to sanctions violations.

8.2.2. Notify competent authorities of identified cases of sanctions violations by users or third parties.

8.2.3. Comply with decisions and orders of government authorities related to the application of sanctions measures.

8.3. Information obtained by the Company in the course of cooperation with government authorities is used exclusively for the purpose of ensuring compliance with the law and is not subject to disclosure to third parties, except as expressly required by law.

9. Staff Training and Internal Control

9.1. The Company ensures regular training of employees responsible for user interactions on the fundamentals of sanctions legislation and compliance procedures.

9.2. The Company appoints a responsible person (Compliance Officer) whose functions include:

9.2.1. Monitoring changes in sanctions legislation and updating internal procedures.

9.2.2. Conducting sanctions screening of users and counterparties.

9.2.3. Investigating incidents related to potential violations of sanctions requirements.

9.2.4. Liaising with government authorities on sanctions compliance matters.

9.3. The Company conducts regular internal audits of sanctions screening procedures in order to identify potential deficiencies and promptly remedy them.

10. Liability

10.1. The Company shall not be liable for any losses incurred by the user as a result of the application of sanctions restrictions, including blocking access to services and freezing of funds.

10.2. The user bears full responsibility for providing false information for the purpose of circumventing sanctions screening and for any consequences of using the Platform's services in violation of sanctions requirements.

10.3. In the event that the Company suffers damage as a result of the user's violation of sanctions legislation, the user shall fully compensate such damage, including fines imposed on the Company by government authorities, legal defense costs, and reputational losses.

11. Amendments to the Policy

11.1. The Company reserves the right to amend this Policy unilaterally in the event of changes in sanctions legislation or the Company's internal procedures.

11.2. The current version of the Policy is published on the Company's official website at <https://flyxe.cloud/legal/sanctions>.

11.3. Users shall be notified of amendments to the Policy by publication of the updated version on the website at least 14 (fourteen) calendar days prior to the effective date of such amendments.

11.4. Continued use of the Platform's services after the effective date of the amendments constitutes the user's acceptance of the updated version of the Policy.

12. Final Provisions

12.1. This Policy is an integral part of the Terms of Use of the flyxe.cloud cloud platform and shall be interpreted in conjunction with them.

12.2. Matters not regulated by this Policy shall be governed by the Platform's Terms of Use and applicable law.

12.3. This Policy and the relations of the Parties shall be governed by the substantive law of the Kingdom of the Netherlands.

12.4. All disputes arising out of or in connection with this Policy shall be resolved in court at the Company's place of business.

13. Contact Information

13.1. For questions regarding the application of this Policy, users may contact:

Email: legal@flyxe.cloud

Website: <https://flyxe.cloud>

Address: Kingdom of the Netherlands, 5011 XK, North Brabant, Tilburg, Kalverstraat 75

14. Date of Adoption

14.1. This Trade and Economic Sanctions Policy was adopted and entered into force on March 08, 2026.

14.2. Company details:

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Last update (Laatste update): 08.03.2026
