

**Sanctions and
Anti-Boycott
Clause**

Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.

Seller agrees and undertakes to Buyer that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Buyer requires, Seller shall provide Buyer with appropriate documentation for the purposes of verifying the origin of the goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer agrees and undertakes to Seller that the goods will not be:

- (i) resold to;
- (ii) disposed of by; or
- (iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,

any country, person or entity, or for the purpose of any commercial activity, which would cause Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Seller requires, Buyer shall provide Seller with appropriate documentation for the purposes of verifying the final destination of the goods. Seller has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Seller or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause Seller or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Seller's violation of the Sanctions.

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.

Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

**Anticorruption
Clause**

Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods relating to anti-bribery and anti-money laundering (“Applicable Legislation”). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly,

- a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
 - i. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - ii. an officer or employee of a public international organisation;
 - iii. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation;
 - iv. any political party or official thereof, or any candidate for political office;
 - v. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or

- b. engage in other acts or transactions:

in each case if this is in violation of or inconsistent with the Applicable Legislation, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.