

SANCTIONS CLAUSES

1. For purposes of this paragraph, terms will have the meanings ascribed to them below:
 - a) Sanctions Laws - laws, regulations, embargoes, decisions, executive orders, and other sanctions-related acts applicable to the activities of the Parties to the Agreement or their subsidiary, parent, or otherwise personally, corporately, or organizationally affiliated entity, enacted, implemented, imposed, or enforced by the applicable Sanctions Authorities;
 - b) Sanctioning Authorities - Poland, the European Union, the United Nations Security Council, the United Kingdom of Great Britain and Northern Ireland, the United States of America and the relevant governmental institutions and agencies of any of the foregoing, as well as other entities of a similar nature and bodies acting on their behalf in connection with the Sanctions Regulations;
 - c) Sanctions List - lists of restricted persons or entities published on behalf of the Sanctions Authorities;
 - d) Sanctioned Entity - an entity listed on the Sanctions List or residing, having its registered office or principal place of business in a country covered by the Sanctions Regulations or incorporated under the laws of a country covered by the Sanctions Regulations or a direct or indirect subsidiary of the entities identified above.

2. Each Party represents that, as of the date of the Agreement, the Party, as well as its subsidiaries or otherwise affiliated entities in a personal, capital or organizational capacity and the members of their governing bodies comply with the Sanctions Regulations and are not Sanctioned Entities.

3. Each Party covenants and represents that, during the term of the Agreement:
 - a) shall conduct its business in accordance with the Sanctioned Provisions;
 - b) will not make funds or economic resources available directly or indirectly to or for the benefit of the Sanctioned Entities, and that said funds and resources will not be used to benefit a Sanctioned Entity to the extent that such action is prohibited under the Sanctions Regulations;
 - c) the products/goods that are the subject of the Contract have not been imported or transferred in any manner that would be prohibited by the Sanctions Regulations

4. In the event that a Party or its subsidiary, parent company or entity otherwise related in any personal, capital or organizational manner, or a member of their bodies, becomes a Sanctioned Entity or violates any of the obligations set forth in this paragraph 3 - which will result in the inability to continue cooperation - the other Party shall refrain from any actions that would violate the Sanctioning Rules. In the case described in this paragraph, the other Party shall have the right to terminate the Agreement immediately and the Party shall not be entitled to assert any claims on this account.