

SANCTION CLAUSE

1. REPRESENTATIONS OF THE PARTIES

Each Party represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

- (i) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland (hereinafter: the “**Sanction Provisions**”);
- (ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the “**Sanctioned Entity**”);
- (iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- (iv) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
- (v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

2. OBLIGATIONS OF THE PARTIES

2.1 Each Party hereby undertakes to ensure that during the term of the Agreement:

- (i) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
- (ii) any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
- (iii) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 1 becomes incorrect, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, the Party shall inform the other Party of each such event and of the steps undertaken to restore the correctness of such representations.

2.3 In the event of breach of the obligations set forth in Clause 2.1, the other Party shall be entitled to terminate the Agreement due to the fault of the Party in breach of the obligation and to recover any damages related thereto.

2.4 In addition, if as a result of a breach of the obligations set forth in Clause 2.1 or Clause 2.2, the other Party shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), the other Party shall be entitled to recover any damages related to such restrictions, sanctions or limitations.

KLAUZULE DOT. ZAKAZU RE-EKSPORTU DO ROSJI

*Postanowienia od pkt. 2.5 do pkt. 2.7 zakazujące powrotnego wywozu do Rosji i powrotnego wywozu w celu wykorzystania w Rosji **należy** stosować w przypadku, kiedy ORLEN S.A. występuje w roli eksportera przy sprzedaży, dostawie, przekazywaniu lub wywozie, do państwa trzeciego, z wyjątkiem krajów partnerskich wymienionych w załączniku VIII do rozporządzenia (UE) nr 833/2014, towarów lub technologii wymienionych w załącznikach XI, XX i XXXV do rozporządzenia (UE) nr 833/2014, produktów o wspólnym wysokim priorytecie wymienionych w załączniku XL do rozporządzenia (UE) nr 833/2014, lub broni palnej i amunicji wymienionej w załączniku I do rozporządzenia (UE) nr 258/2012.*

- 2.5 The Contractor¹ shall not re-export, directly or indirectly, to Russia or for use in Russia [pozostawić odpowiednio dla Umowy: goods/technology/items] that fall under the scope of the Agreement.
- 2.6 In the event of breach of the obligations set forth in Clause 2.5, ORLEN S.A. shall be entitled to terminate the Agreement due to the fault of the Contractor, and to recover any damages related thereto and to request the Contractor to pay liquidated damages in the amount of ...%² of the total net value of the [pozostawić odpowiednio dla Umowy: goods/technology/items] purchased by the Contractor under the Agreement for each case of breach.
- 2.7 In addition, if as a result of violation of the obligations set forth in Clause 2.5 ORLEN S.A. shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), ORLEN S.A. shall be entitled to recover any damages related to such restrictions, sanctions or limitations.

¹ Przyjęte w treści pkt. 2.5 i pkt. 2.6 określenie „the Contractor”, do dostosowania do nazewnictwa obowiązującego w Umowie dla strony, z którą ORLEN S.A. zawiera niniejszą Umowę, np. the Contractor, the Purchaser, the Buyer, itd.

² Sugeruje się, aby poziom kary nie był niższy niż 10%. Ostateczną wysokość kary umownej ustala Właściciel Merytoryczny Umowy.