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#### SUPPLIER SANCTIONS CLAUSES

Supplier represents and warrants that it complies and will comply with all applicable trade control laws, including the export control and economic sanctions laws of the United States, the European Union, and/or other applicable jurisdictions, including but not limited to the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security, the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control, the EU's Dual-use Regulation 428/2009, Regulation (EU) no. 833/2014 and economic sanctions rules and regulations of the European Council and the EU's Member States ("Trade laws").

Supplier confirms that as of the date of this agreement it is not owned directly or indirectly at 50% or greater level (individually or in the aggregate) by one or more parties identified on a U.S. sanctions list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) or EU sanctions lists.

Supplier represents and warrants as of the date of this agreement and throughout its duration that (i) neither the Supplier nor any of its affiliates, subsidiaries, directors, officers, employees, and, to the Supplier's knowledge, nor any of its agents, representatives or other persons acting on behalf of the Supplier, nor any entity that is 50% or more owned or controlled by any of the aforementioned persons, hereinafter individually or collectively referred to as "Person", is an individual or entity subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Switzerland, the United Kingdom, Canada, Australia or other relevant sanctions authority (collectively "Sanctions").

The Supplier warrants and certifies that it has not procured or purchased the products subject to this agreement or parts of these products from a party subject to Sanctions, and that it has conducted all required checks and has performed the appropriate due diligence to determine that such party is not subject to Sanctions.

The Supplier further represents and warrants that neither the Supplier nor, to the Supplier's knowledge, any of its directors, employees or officers were:

- in the five years prior to the date of this agreement engaged in or are as of the date of this agreement engaged in any direct or indirect dealings or transactions in violation of applicable Sanctions; and
- in the five years prior to the date of this agreement or are as of the date of this agreement under investigation for any violation of applicable Sanctions.

Without limiting any rights of Hima Cement Limited, if at any point in time Supplier is in violation of the Trade laws, Hima Cement Limited is

- (a) relieved of all obligations under this agreement,
- (b) where applicable, suspend or have suspended any payment to the Supplier until such time as Hima Cement Limited may lawfully resume payment,
- (c) may terminate this agreement at its sole discretion, without any advance notice and without payment of any penalty,
- (d) may claim damages resulting from the breach of this agreement by the Supplier.

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