

SANCTIONS DECLARATION

In connection with the sanctions imposed by the Council of the European Union and the European Council, and the adoption of a number of legal acts in this regard, in particular those listed below (hereinafter referred to as the "Sanctions Regulations"):

1. Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in respect of Belarus and the involvement of Belarus in Russia's aggression against Ukraine;
2. Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine;
3. Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine;
4. The Polish Act of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and serving to protect national security (Journal of Laws of 2022, item 1713, as amended).

the Buyer hereby declares that, to the best of its knowledge, as of the date of this declaration, neither the Buyer nor its affiliated, subsidiary or parent entities, nor members of its governing bodies, nor persons acting on its behalf or for its benefit:

1. are in breach of any regulations concerning the severance or limitation, in whole or in part, of economic and financial relations with one or more third countries, nor of any anti-money laundering and counter-terrorism financing regulations of the European Union (in particular of the Republic of Poland), the United Kingdom, the United States of America, the Kingdom of Norway, or the United Nations;
2. are subject to any sanctions, including but not limited to economic sanctions, trade embargoes, prohibitions on the transfer of funds or economic resources, or any other restrictive measures imposed under the Sanctions Regulations, and are not legal or natural persons, or other entities, with which transactions are prohibited under the Sanctions Regulations;
3. own, possess, or are under the actual control of any entity subject to sanctions within the meaning of the Sanctions Regulations;
4. are involved in any proceedings or investigations related to breaches of any Sanctions Regulations or sanctions;
5. directly or indirectly distribute, including by selling, transporting, exporting, or re-exporting goods to any entity subject to sanctions under the Sanctions Regulations;

6. are not owned or ultimately controlled by any sanctioned entity and no sanctioned entity qualifies as the ultimate beneficial owner of the Buyer, as defined under Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No. 648/2012, and repealing Directive 2005/60/EC and Commission Directive 2006/70/EC.

The Buyer further declares that, at the time of confirming this Declaration, neither the Buyer, its ultimate beneficial owner, parent entity, nor any member of the Buyer's capital group is subject to any decision of the Polish Minister of the Interior and Administration to be included on the list of persons and entities subject to the restrictive measures referred to in the Sanctions Regulations, nor are they listed on any of the European Union's sanctions lists established in relation to sanctions imposed against Russia and Belarus.

The Buyer undertakes to comply with the provisions of this Declaration throughout the entire term of performance of all obligations arising from any and all purchase-sale agreements concluded with the Seller.

In the event of circumstances arising that are contrary to any of the provisions of this Declaration, the Buyer shall notify the Seller of each such case, as well as of the steps taken to restore the truthfulness of this Declaration, within 30 days of the occurrence of such circumstances, or from the moment when, exercising due diligence, the Buyer could have become aware of their occurrence.

The Buyer undertakes to compensate the Seller for any damage incurred as a result of any act or omission of the Buyer, its subsidiaries, parent companies, members of its governing bodies, or persons acting on its behalf, in connection with the non-performance or improper performance of the obligations referred to in this Declaration.