

TRADE COMPLIANCE UNDERTAKING – CALDAN CONVEYOR GROUP

Definitions used in this Trade Compliance Undertaking:

<p>“Agreement” refers to the any and all agreements, quotations or any other related transactions, including additional remedies included therein, that Caldan Conveyor has entered into with the Customer.</p>
<p>“Caldan Conveyor” refers to the selling company within the Caldan Conveyor Group.</p>
<p>“Customer” hereinafter includes the Caldan Conveyor’s direct customer, its associated affiliates and joint ventures, and their respective directors, officers, employees, agents or other representatives.</p>
<p>“Export Control Laws” means the export control related laws and regulations applicable to a Party from time to time, yet including at all times the EU dual-use regulation, the US Export Administration Regulations, the US International Traffic in Arms Regulations, and the Swedish Act on Military Equipment (1992:1300), as amended.</p>
<p>“Military end-use or end-user” means use by army, navy, air force, other military or para-military forces, security services, coast guards, police and other law enforcement agencies, or private contractors or businesses operating on behalf of, producing for or selling to any of the foregoing.</p>
<p>“Products” means all products sold or otherwise provided by Caldan Conveyor to the Customer.</p>
<p>“Restricted Party” means a person or entity that is listed on, or directly or indirectly owned to 50 per cent or more in the aggregate or otherwise controlled by one or more persons listed on, any list of persons or entities published in connection with Sanctions or Export Control Laws.</p>
<p>“Sanctions Laws” means restrictions and requirements set forth in sanctions laws, regulations, or decisions applicable to a Party from time to time, including but not limited to sanctions implemented by the United Nations (UN), the European Union (EU), the United Kingdom (UK) and the United States (U.S.).</p>
<p>“Undertaking” refers to this Trade Compliance Undertaking.</p>

1. The Customer represents, warrants and covenants to Caldan Conveyor that;
 - (a) The Customer (i) has not been, and is not likely to become, a Restricted Party, or (ii) will not under the performance of its obligations under this Agreement engage in any activity that could constitute a violation of Export Control Laws or Sanctions Laws;
 - (b) the Customer holds all requisite trade authorisations, licences and approvals under Sanctions Laws and Export Control Laws in relation to the Products and will inform Caldan Conveyor of any such laws and restrictions applicable to the Products delivered under this Agreement;
 - (c) the Customer shall refrain from exporting, re-exporting, transferring or otherwise making available any Products, or services related to the Product, directly or indirectly to any Restricted Party or in violation of Export Control Laws or Sanctions Laws, including in relation to Russia, EU Regulation 833/2014 (as amended) and in relation to Belarus, EU Regulation 765/2006 (as amended);

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- (d) the Customer shall not conduct any business, dealings, or activities, directly or indirectly, involving the Product or related services with regard to any (i) purpose connected with chemical, biological or nuclear weapons or explosive devices, or missiles capable of delivering such weapons or devices or (ii) Military end-use or end-user where such Product or service is intended for use in a country subject to arms embargo imposed by the EU;
 - (e) the Customer shall not use, and shall prohibit possible sublicensees from using, any intellectual property rights, trade secrets or other information received or licensed under this Agreement in connection with common high priority items (as listed in Annex XL of EU Regulation 833/2014 (as amended)) that are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia;
 - (f) the Customer will cooperate to fulfil this Agreement in compliance with Export Control Laws and Sanctions Laws, including but not limited to, by (i) informing Caldan Conveyor of the end-use and end-user of the Product or services provided in relation to the Product upon request from Caldan Conveyor, (ii) maintaining complete and accurate documentation covering all actions taken by, on behalf of, or at the direction of the Customer pursuant to this Agreement, and (iii) furnishing, upon request, Caldan Conveyor with copies of such documentation within two weeks of a simple request of such information; and
 - (a) the Customer shall not do anything which would cause Caldan Conveyor to be in breach of the Export Control Laws or Sanctions Laws and shall protect, indemnify, defend and hold harmless Caldan Conveyor from any fines, losses and liabilities incurred as a result of the failure of Customer to comply with this Undertaking.
2. The Customer shall provide written notice to Caldan conveyor, as promptly as possible, if any of the representations, warranties, covenants or other undertakings in this Undertaking fail to be true and correct at any time, including any relevant activities by third parties that could frustrate the purpose of this Undertaking.
 3. Caldan Conveyor retains the right to at all times refuse to undertake any actions related to this Agreement, if it has substantiated grounds to suspect that such action could be in violation of Sanctions Laws or Export Control Laws, or could conflict with contractual undertakings, including but not limited to obligations under financial agreements.
 4. The Customer shall undertake its best efforts to ensure that the purpose of this Undertaking is not frustrated by any third parties further down the commercial chain, including by possible resellers or sublicensees. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers and sublicensees, that would frustrate the purpose of this Undertaking.
 5. Any breach of this Undertaking shall constitute a material breach of an essential element of the Agreement and Caldan Conveyor shall be entitled to seek appropriate remedies, including, but not limited to:
 - a. Suspension and/or termination of any Agreement; and
 - b. a penalty of 100% of the total value of such Agreement or price of the Products exported under such Agreement, whichever is higher.

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6. Caldan Conveyor shall not be liable to the Customer for any claims, losses or damages arising from Caldan Conveyor's exercise of its rights in this Undertaking.