

**Annex of 01.07.2022****to the following General Terms and Conditions of Viterra Polska Sp. z o.o.:**

1. GENERAL TERMS AND CONDITIONS OF THE PURCHASE OF GRAINS by przez Viterra Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30th November 2020
2. GENERAL TERMS AND CONDITIONS OF THE SALES OF GRAINS by przez Viterra Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30th November 2020
3. GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Rapeseed by Viterra Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 30.11.2020
4. GENERAL TERMS AND CONDITIONS OF THE SALES of Rapeseed by Viterra Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 30.11.2020
5. GENERAL TERMS AND CONDITIONS OF THE PURCHASE of Soybeans by Viterra Polska Spółką z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30-11-2020
6. GENERAL TERMS AND CONDITIONS OF THE SALES of Soybeans by Viterra Polska Spółką z ograniczoną odpowiedzialnością with its registered office in Gdańsk of 30-11-2020
7. GENERAL TERMS AND CONDITIONS OF THE SALES of Rapeseedmeal by Viterra Polska Spółka z ograniczoną odpowiedzialnością of 30.11.2020
8. GENERAL TERMS AND CONDITIONS OF THE SALES of Soyabeanmeal and Sunmeal by Viterra Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk of 30-11-2020
9. GENERAL TERMS AND CONDITIONS OF THE SALES of vegetable oils of 30th of November 2020
10. Terms and Conditions of Purchase of Rapeseed to Lubmin Plant by Viterra Polska Sp. z o.o. - „Rapeseed Terms” - 01-07-2022 / Einkaufsbedingungen der Viterra Polska Sp. z o.o. für Raps für das Werk Lubmin - „Raps-Bedingungen” - 01-07-2022

**VITERRA COMPLIANCE CLAUSE**

Each counterparty concluding a contract for the purchase or sale of commodities with Viterra Polska Sp. z o.o. (hereinafter referred to as the "Contract"), is obliged to comply with the following principles of Viterra Compliance.

**1. General Compliance Clause:**

The counterparty and Viterra Polska Sp. z o.o., referred to separately as the "Party", or collectively as the "Parties", hereby warrant, represent and undertake, that they will comply with all applicable laws, rules and regulations including without limitation sanctions, anti-corruption, anti-money laundering and tax laws in performing the Contract.

**2. General Sanctions Clause:**

The parties represent, warrant and undertake to each other that:

- a) They are not the subject of any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), or other applicable sanctions authority (collectively, "Sanctions").
- b) The following persons and entities related to the Parties also are not the subject of the Sanctions listed in point a):
  - their subsidiaries,
  - board members, directors and other senior executives or officers,
  - entities or persons that supervising the Parties, including the Owner (Owners) and beneficial owners,
  - any person on whose behalf the Parties are acting in connection with the Contract.
- c) No sanctioned entity or person has any beneficial or other property interest in the Contract nor will have any participation in or derive any other financial or economic benefit from the Contract.



- d) Either party will not use the commodity or received payments, provided by the other party in terms of the Contract to fund or facilitate any activities that are the subject of the Sanctions, including the activities of sanctioned entities or persons and any activities related to any country or territory that is the subject of comprehensive Sanctions (i.e., country-wide or territory-wide, including, but not limited to Crimea, Cuba, Iran, North Korea, Syria, the Luhansk People's Republic and the Donetsk People's Republic and other sanctioned countries) (a "Sanctioned Country"), unless such activity complies with all applicable Sanctions and does not place either Party in violation of Sanctions. The Buyer will inform the Seller immediately, but latest prior to commencement of loading/prior to shipment, about any sale to a Sanctioned Country.

Seller represents and warrants that the Commodity has not originated or come from or through any Sanctioned Country.

### 3. Vessel Compliance Clause

The Parties warrant and represent that they will not nominate and/or appropriate any vessel in the performance of their obligations under the Contract in violation of any applicable Sanctions, and they will refrain from performing any other activities that would put either Party in breach, or under designation risk, of Sanctions.

The Parties will have the right to reject any nomination of the vessel which:

- a) violates any Sanctions,
- b) puts either Party in breach, or under designation risk, of any Sanctions,
- c) otherwise involves a vessel that is the subject of any Sanctions (including, but not limited to, vessels that are the subject of Sanctions due to ownership or country of registration, or that appear on any Sanctions list),

by serving a rejection notice on the other Party detailing the grounds for the rejection of the vessel.

Service of such rejection notice shall not constitute a breach of the Contract and either Party shall not be liable to the other party for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such rejection. If either Party rejects a nomination of the vessel on these grounds it shall be entitled, at its sole discretion, to (i) require the other Party to promptly nominate a suitable substitute vessel; or (ii) terminate the Contract.

The Party nominating a vessel in breach of this clause, shall indemnify the other party against any costs, expenses, losses and liabilities it occurs as a result.

Strona dokonująca nominacji statku z naruszeniem niniejszej klauzuli, zwolni drugą stronę z odpowiedzialności z tytułu wszelkich kosztów, wydatków, strat lub zobowiązań, jakie mogą pojawić się w związku z tym.

The Party nominating a vessel in breach of this clause, shall indemnify the other party against any costs, expenses, losses and liabilities which may occur as a result of such nomination.

Any exercise by the Party of its right under this Vessel Compliance Clause shall be without prejudice to any other rights or remedies of it.

Viterra Polska sp. z o. o.

Mirosława Chmurkowska

Viterra Polska sp. z o. o.

Krzysztof Winczewski