FINANCIAL SECURITY CLAUSES (sanction clauses)

1. Representations

1.1 Neither the Supplier nor any of its subsidiaries, directors or officers, nor (to the best of the Supplier's knowledge) any of its affiliated entities, agents or employees, has engaged in any activity or conduct which would breach the Sanctions or any applicable statutory or implementing provisions or regulations related to anti-money laundering and counter-terrorist financing.

The Supplier represents that it has instituted and maintains policies and procedures designed to prevent violation of applicable statutory and implementing provisions and regulations.

The Supplier represents and ensures that neither the Supplier itself nor any of its counterparties (including any of its Subcontractors), affiliated entities or employees will take any actions which could result in a breach by BNP Paribas of (i) the Sanctions or any applicable statutory or implementing provisions or regulations related to anti-money laundering and counter-terrorist financing.

1.2 Neither the Supplier nor any of its subsidiaries, directors or officers, nor any of its affiliated entities, agents or employees is a natural or a legal person (hereinafter referred to as the "**Person**") that is or belongs to or is controlled by Persons that are: (i) subject to any Sanctions (hereinafter: "**Sanctioned Person**") or (ii) an entity with its registered office, place of registration or place of residence in a country or territory subject to Sanctions (hereinafter: "**Sanctioned Country**").
"Sanctions" shall mean any economic or trade sanctions, assets freezes or any other restrictive measures applied by BNP Paribas, including those adopted, inflicted, imposed or carried out by the United Nations Organisation, the European Union, France and the United States of America.

2. Liabilities

The Supplier shall observe the Sanctions and any applicable laws on anti-money laundering and counter-terrorist financing.

The Supplier undertakes not to provide services, products or otherwise act in a way that would result, directly or indirectly, in a violation of the Sanctions. The Supplier shall not carry out, support or take any part in any transaction that, directly or indirectly (i) involves a Sanctioned Country, (ii) involves a Sanctioned Person or (iii) that is otherwise prohibited under the Sanctions.

The Supplier undertakes not to use, directly or indirectly, the [payments/funds] received under this Agreement and not to lend, provide, invest or otherwise make available such [payments/funds] to any affiliated entity of the Supplier, any subsidiary, any partner in a *joint venture,* any counterparty (including its Subcontractors) or any other Person: that (i) would make such funds available to a Sanctioned Person or (ii) to a Sanctioned Country; or (iii) in any other way that could breach Sanctions.

3. Rights related to suspension of payment and termination of the Agreement due to the Sanctions, anti-money laundering and counter-terrorist financing

Without prejudice to Article [*], the Supplier is obliged to immediately inform BNP Paribas in writing about any breach, by the Supplier or its counterparties (including Subcontractors) of the Sanctions, applicable statutory or implementing provisions or regulations related to anti-money laundering and counter-terrorist financing

BNP Paribas may suspend all [payments/funds] for the Supplier for an indefinite period of time in order to analyse a given breach, even if such [payments/funds] are not related to the given suspected breach. After completing its investigation, BNPP shall either make the payment delayed as a consequence of the suspension or terminate this Agreement pursuant to Article [*].