

SANCTIONS UNDERTAKINGS AND END-USE ASSURANCE

("SANCTIONS UNDERTAKING")

Important Note: If you are providing this Sanctions Undertaking on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Sanctions Undertaking as the Company.

1. The Customer / The Client / You (as relevant, per the relevant Agreement cross referencing this document, and for consistency all are referred to in this Sanctions Undertaking as "**Company**") represents and warrants that none of the Company, any directors, officers, or employees of the Company, or any agent, affiliate, or other person acting on behalf of the Company ("**Associate**"), is currently a Sanctioned Person or otherwise the subject or the target of any Sanctions.
2. The Company represents and warrants that it shall strictly comply with, and adhere to, all Sanctions and export controls regulations. In particular, the Company represents and warrants that from the date of the any Agreement or Order on an ongoing basis, it shall:
 - a. not engage in any activity, practice or conduct involving a Sanctioned Person or a Sanctioned Territory, or in activity, practice, or conduct in any manner that would breach Sanctions, cause Deswik or its Related Entities to breach Sanctions, or that could expose it, Deswik or their Related Entities to the risk of adverse measures pursuant to any Sanctions (including being designated as a Sanctioned Person); or
 - b. not directly or indirectly (even when under threat of deterring financial liability), transfer, retransfer, circumvent, sell, resell, provide, export, re-export, divert, loan, lease, consign, or otherwise release or dispose of any Products (i) for military end-use or to a military end user; (ii) to or via a Sanctioned Person; or (iii) to a Sanctioned Territory; or (iv) or for use in connection with sanctioned activity or industry directly and indirectly.

In particular, the Company represents and warrants that any Products being acquired from Deswik will not be used, and are not being acquired for use:

 - c. by the Company or its Associates in a Sanctioned Territory;
 - d. to benefit or assist customers of the Company or its Associates where those customers are in a Sanctioned Territory (including where the control / management of the customer, or the legal and/or beneficial owner(s) of the customer, are based or located in a Sanctioned Territory); or
 - e. to benefit or assist the operations of customers of the Company or its Associates where those operations are in a Sanctioned Territory.
3. The Company represents and warrants that the Products which are to be supplied by Deswik (including without limitation software), both tangible and intangible, not be used, re-exported, transferred, or retransferred for any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons; and the Products, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle. The Company understands and acknowledges that Deswik is not responsible for any Products or goods that are subsequently exported or re-exported by the Company or sold to another person and/or representative, domestic, or foreign. In the event of such a post-sale re-export, transfer or re-transfer of the Products, the Company is responsible for complying with all Sanctions and export controls, including obtaining export licenses where required.
4. The Company understand and warrants that it will maintain its own policies and procedures to ensure compliance with Sanctions and the Sanction related provisions in this Sanctions Undertaking.

5. The Company represents and warrants that it will take reasonable measures to ensure that its employees, subcontractors, agents, intermediaries, and representatives will comply, give, and enter into representations, warranties and undertakings substantially equivalent to those set out with the terms of this Sanctions Undertaking. For the purposes of this clause reasonable measures includes (but is not limited to) policies, procedures and training relating to compliance with Sanctions.
6. Nothing in this Sanctions Undertaking requires either the Company or Deswik to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to penalty under any Sanctions, or where doing so would expose the Party or its Related Entities to the risk of adverse measures pursuant to any Sanctions.
7. If the Company breaches any representation or warranty set out herein or, in Deswik's reasonable opinion, any such breach is likely to occur, the Parties agree that Deswik may terminate or suspend (at its own discretion and without penalty) its relationship with the Company immediately including any Agreements to which Deswik and the Company (or their Related Entities) are a party, and that Deswik shall not be liable toward the Company or any third party for any subsequent non-performance by Deswik under the relevant Agreement, and that the Company shall indemnify and hold Deswik harmless from any claims or losses relating to such non-performance or otherwise arising from a breach of representation or warranty.
8. The Company shall notify Deswik immediately (and no later than within 72 hours) of knowing or suspecting the breach) any known or suspected breach (whether by the Company or any other entity or person) of any representation or warranty set out in the clauses above] or it becomes aware that performance of the relevant Agreement, or any actions taken in relation to or pursuant to the relevant Agreement have, or may lead to, a breach of these sanctions clauses.
9. If Deswik elects to suspend the relevant Agreement:
 - a. Deswik may cease performance under the Agreement with immediate effect upon serving written notice to the Company;
 - b. Any suspension may last for a period of up to 120 days. If, after this period, Deswik is unable to confirm that the Company is in compliance with this Sanctions Undertaking, Deswik may elect to terminate the relevant Agreement in writing with immediate effect.
10. If Deswik elects to terminate the relevant Agreement, the Company and its Related Entities will forfeit any claims to any refunds or other payments which would otherwise fall due under the Agreement.
11. The Customer shall indemnify and keep Deswik and its Related Entities indemnified (for itself and on behalf of its Related Entities and personnel) from and against all and any Liabilities suffered or incurred in any jurisdiction by Deswik or any of its Related Entities or personnel in relation to: any failure by the Customer to comply with the Sanctions Undertaking, including Liabilities relating to any steps or actions which are required to be taken by Deswik to remedy any such failures; and any breach of this Sanctions Undertaking by the Customer.

Sanctions Undertaking Definitions

“Liabilities” means all Claims (any actual or potential claims, suits, actions, proceedings or investigations (whether by any Investigative Body, Sanctions Authority or otherwise), demands, judgments or awards;) which may be alleged, threatened, made or brought by or against Deswik, any of its Related Entities or personnel, and all Losses which may be suffered or incurred by Deswik, its Related Entities or personnel;

“Losses” means any losses, liabilities, damages, costs, charges or expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), fines or penalties; and including all Losses which it may incur in investigating, considering, responding to, disputing, defending or settling any Claim (whether or not Deswik, its Related Entities or personnel is an actual or potential party to such Claim) or in establishing its right to be indemnified pursuant to this Agreement.

"Products" means all equipment, products and any components and spare parts and attachments thereto (including services, software, source code, or technology) manufactured and/or designed and/or supplied by Deswik Mining Consultants (Australia) Pty Ltd or its Related Entities.

"Related Entities" means in respect of any entity, any of its representatives, contractors, subcontractors, intermediaries, joint venture and consortium partners, officers and directors and that entity's subsidiaries, parent companies (whether direct or indirect) and subsidiaries of a parent company, provided that such entity/party (i) is receiving or performing services hereunder, or (ii) is in any other way (directly or indirectly) associated with this Sanctions Undertaking or linked to a party to this document or an associated contract or agreement referencing this document.

"Sanctions" means any laws enacted, administered, implemented, imposed, or enforced by any Sanctions Authority in relation to economic, financial, or trade sanctions or export controls or similar restrictive measures.

"Sanctions Authority" means: (a) the United Nations Security Council; (b) the United States of America; (c) the United Kingdom; (d) Canada; (e) Australia; and (f) the European Union (and/or its individual member states); and (f) the respective governmental institutions and agencies of any of the foregoing, or any other jurisdiction that may be relevant to the performance of this Contract, or rights and obligations pursuant to this Contract (including jurisdictions relevant to any of Deswik's Affiliates or Representatives and/or to the end use of the Goods), including the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the US Department of State, the Bureau of Industry and Security of the US Department of Commerce, and the Office of Financial Sanctions Implementation, part of His Majesty's Treasury (OFSI), the European Commission and the relevant national competent authorities (NCAs) within an EU member state.

"Sanctions List" means any list of Sanctions targets maintained by a Sanction Authority including without limitation: (a) the Consolidated United Nations Security Council Sanctions List; (b) any list maintained by OFAC or included in the International Trade Administration's Consolidated Screening List, including the Specially Designated Nationals and Blocked Persons List; (c) the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, maintained by the UK Treasury; (d) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; or (e) any similar list maintained by, or public announcement of sanctions made by, any Sanctions Authority.

"Sanctioned Person" means any individual, entity, vessel or aircraft: (a) listed on a Sanctions List; (b) that is resident or located in, operating from, or incorporated under the laws of, a Sanctioned Territory; (c) that is, or is part of, the government of a Sanctioned Territory or any political subdivision, body, agency or instrumentality thereof; or (d) fully or partially owned (directly or indirectly), or fully or partially controlled by, or acting on behalf or at the direction of, or for the benefit of, any individual or entity on a Sanctions List (including but not limited to where the level of direct or indirect ownership amounts to 45% or more on aggregate).

"Sanctioned Territory" means Afghanistan, Belarus, Crimea, Cuba, Iran, North Korea, Syria, Russia, so-called Donetsk and Luhansk Peoples' Republics and other Ukrainian territories claimed to be Annexed by Russia or any country or region which is or whose government is, or becomes a target of comprehensive, country-wide or territory-wide Sanctions.