

**COMPLIANCE CLAUSES FOR PURCHASE & SALES CONTRACTS**

**Sanctions clause**

Each Party respectively represents and warrants to the other that neither it, nor to its knowledge, any person or entity that owns or controls it or that it owns and controls is a designated target of trade, economic and/or financial sanctions, including any relevant laws, regulations, restrictive measures promulgated by the US, EU (or its respective Member States), UK, UN, Switzerland or any jurisdiction applicable to it and to the performance of this Contract ('Sanctions Laws'). Each party respectively agrees and undertakes to the other that it and to its knowledge, its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions Laws in the performance of this Contract.

Seller and Buyer undertake that no country, territory, document, person, entity, bank, means of transportation, vessel or payment associated directly or indirectly with the performance of this Contract shall cause the other Party, or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions Laws.

*The Seller represents and warrants to the Buyer that the Commodity does not originate from: (a) the territory of the Autonomous Republic of Crimea, including the city of Sevastopol; (b) the non-government-controlled areas of the Luhansk and Donetsk regions of Ukraine; or (c) any other Ukrainian territory that is not under the effective control of the Government of Ukraine and is subject to international sanctions*

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized by applicable Sanctions Laws.

Without prejudice to the foregoing, the Parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

A breach of this Sanctions clause by either Seller or Buyer shall entitle the non-breaching party to terminate the Contract without liability. Such termination shall be without prejudice to the rights and obligations of the parties in respect of this Contract prior to such termination.



Louis Dreyfus Company

**Anti-bribery, corruption & AML clause**

Buyer and Seller and all other persons acting on its behalf in respect of this contract shall fully comply with all applicable laws, regulations, ordinances, restrictive measures having the force of law of the U.S., E.U. (or its respective Member States), U.N., U.K., Switzerland, or any jurisdiction applicable to it and to the performance of this Contract relating to anti-corruption, anti-bribery and anti-money laundering ("Anti-Bribery Laws"). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly: take any action, directly or indirectly, that may result in a violation of the Anti-Bribery Laws, including but not limited to making, offering, authorizing, promising or accepting any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or any other thing of value to or from any (a) foreign or domestic government official or employee; (b) employee of a foreign or domestic government-owned or government-controlled company; (c) foreign or domestic political party, political official, or candidate for political office; (d) any officer or employee of a public international organization; or (e) other private party acting in a commercial capacity, to obtain a competitive advantage for any party or to receive favorable treatment in obtaining or retaining business. In each case if this is in violation of or inconsistent with the Anti-Bribery Laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.

A Party may terminate this Contract, without liability, at any time, upon written Notice to the other Party, if there is a breach of any of the above representations, warranties or undertakings, with all costs and liability associated with such breach being for defaulting party's account.



## **Code of Conduct**

The parties acknowledges and undertakes to comply with the LDC's Code of Conduct, as published at [https://www ldc com/wp-content/uploads/LDC\\_CoC\\_English\\_2020 pdf](https://www ldc com/wp-content/uploads/LDC_CoC_English_2020 pdf), and as may be amended from time to time.