

Standard contractual protections

“The [Purchaser/Agent] represents and covenants (on an on-going basis) that neither it, nor any of its subsidiaries (nor, to its knowledge, any director, officer of it or any of its subsidiaries) is a person that is, or is owned or controlled by a person that is, the expressly targeted by any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom or the United States of America (collectively, “Sanctions”), or located, organised or resident in a country or territory that is, or whose government is, targeted by country-wide or territory-wide Sanctions (being, currently, Cuba, Iran, North Korea, Syria and Crimea).

The [Purchaser/Agent] undertakes: (i) to comply with all Sanctions and export controls that are applicable to it and its business; (ii) not to sell, supply or transfer any goods supplied by [Stora Enso entity] under this Agreement to any third party recipient, or to engage in any other activity, that would result in a violation of applicable Sanctions or export controls by any person; (iii) to inform [Stora Enso entity] without delay in the event that it becomes aware of any event or matter that would or that might result in a violation of applicable Sanctions or export controls by the [Purchaser/Agent] or by [Stora Enso entity]; and (iv) to indemnify and hold harmless [Stora Enso entity] from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that [Stora Enso entity] or entities under the control of Stora Enso Oyj may incur or sustain by reason of [Purchaser/Agent] being in breach of the representations, covenants and undertakings given hereunder.

Notwithstanding anything to the contrary in this Agreement, [Stora Enso entity] has the right to terminate the delivery and/or any related agreements (including this agreement) with immediate effect and without any liability towards the [Purchaser/Agent] in the event that [Stora Enso entity] (acting reasonably) considers the same or any part thereof or the [Purchaser/Agent’s] actions would or might result in a violation of applicable Sanctions or export controls by any person.”