

Shipper Indemnity for Carriage to/from Syria

To: SeagoLine and all its agents and affiliates:

Shipment no.:

Dear Sirs,

In consideration of your carrying the above goods [to/from] Syria, we irrevocably undertake and represent and warrant as follows:

- The transaction pursuant to which the above-mentioned goods are to be transported is in full compliance with and not in violation of any export control or sanctions laws, regulations, orders or directives of any jurisdiction or of any licenses or authorisations issued pursuant thereto, including without limitation: laws, regulations, orders and directives of any jurisdiction implementing Council Regulation (EU) 36/2012, 168/2012 and 509/2012 on restrictive measures against Syria by EU member states. Council Regulation (EC) 428/2009 relating to exports, transfer, brokering and transit of dual-use items and EU member state implementing laws, regulations and orders; laws, regulations and orders of any jurisdiction relating to export, sale and supply of military items and arms embargoes; export control and sanctions laws, regulations and orders of the United States, including the Administration Regulations, the International Traffic in Arms Regulations and sanctions administered by the US Treasury Department's Office of Foreign Assets Control ("OFAC"); as any such laws, regulations, order and directives may be amended from time to time.
- 2. Without limiting the generality of the foregoing,
 - (a) we and any affiliates, subsidiaries, agents and employees involved in the transaction pursuant to which the above-mentioned goods are to be transported are permitted or authorized to conduct or facilitate such transaction under the above laws, regulations, orders and directives, and have made such notifications and received (and provided copies to you of) such licenses as may be required under such laws, regulations, orders or directives;
 - (b) the goods to be transported are not

- (i) identified in: the EU Common Military List, the US Munitions List, the military lists of any jurisdiction; Annexes to Council Regulation (EU) <u>36/2012</u> or Council Regulation (EC) 428/2009, insofar as required under Regulation 36/2012, of items prohibited or requiring a license or other authorisation for sale, supply, transfer or export, directly or indirectly, to any person, entity or body in, or for use in Syria, as such lists may be amended from time to time;
- (ii) US-origin items subject to economic sanctions or the export control laws, regulations and orders of the United States, as these laws regulations and orders may be amended from time to time;
- (iii) items subject to economic sanctions or export controls of any other jurisdiction (as such laws, regulations and order may be amended from time to time) relating to the sale, supply, transfer or export any person, entity or body in, or for use in Syria.
- (c) the persons, entities or bodies who are consignees of the goods to be transported are not listed in any of the Annexes to Council Regulation (EU) 36/2012 or via other EU Regulations subject to restrictions and/or sanctions, the OFAC Specially Designated Nationals List, any national lists of any jurisdiction of persons, entities or bodies that are the subject of sanctions or denial orders in respect of restrictions relating to Syria and persons, entities or bodies in Syria.
- 3. To maintain a process ensuring compliance with these requirements, we agree and undertake to keep records of this transaction, including information relating to the goods and consignees, and any licenses and notifications, referred to above, and to make such information available on your first demand.
- 4. We shall indemnify and hold harmless SeagoLine, its subsidiaries and affiliates, servants, agents and third party contractors against and in respect of any and all liabilities, costs, expenses, damages, losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation), claims, fines, penalties, interest and legal and other professional costs and expenses arising out of or resulting from any breach of the representations or warranties contained in this letter, and any breach or negligent performance or non-performance of the undertakings in this letter.

This indemnity shall apply whether or not SeagoLine, its subsidiaries, affiliates, servants, agents or third party contractors have been negligent or are at fault.

Executed as a deed by [name of the company]

Authorized Signature Full name& position in the company Stamp