

COMPLIANCE ADDENDUM

EU mandated 'No Russia' and 'No Belarus' Regulations

This Addendum applies to the sale of any products which are in scope of the following regulations, (1) Article 12g of EU Regulation 0833/2014, together with any other provision of the Council Regulation (EU) No 833/2014, or (2) Article 8g Regulation (EC) 0765/2006 together with any other provision of the Council Regulation (EC) 0765/2006 (the **Prohibiting Regulations**) and any amendments to the Prohibiting Regulations.

The terms of this addendum will remain effective as long as the Prohibiting Regulations are in place and will be interpreted to give full effect to the requirements of these regulations. The terms of this addendum shall prevail over any contradictory terms in any contractual agreements between the parties.

(1) In this addendum:

- a. any reference to an **in-scope no-Russia PO** is a reference to Buyer's order that falls under the scope of Article 12g of Council Regulation (EU) No 833/2014 and **in-scope no-Belarus PO** is a reference to Buyer's order that falls under the scope of Article 8g Regulation (EC) 0765/2006; and
- b. any reference to **in-scope PO** is a reference to both in-scope no-Russia PO and in-scope no-Belarus PO.

(2) The Buyer shall not:

- a. sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with any in-scope no-Russia PO;
- b. sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with any purchase order that falls under in-scope no-Belarus.

(3) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (2) is not frustrated

by any third parties further down the commercial chain, including by possible resellers.

- (4) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (2).
- (5) Any violation of paragraphs (2), (3) or (4) shall constitute a material breach of an essential element of applicable purchase order, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of the in-scope PO.
- (6) The Buyer shall immediately inform the Seller about any problems in applying paragraphs (2), (3) or (4), including any relevant activities by third parties that could frustrate the purpose of paragraph (2). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (2), (3) and (4) within two weeks of the simple request of such information.
- (7) The Seller may amend this addendum as reasonably necessary to comply with changes in any applicable laws, regulations, or governmental orders concerning export controls, international trade restrictions (including but not limited to sanctions), or similar matters, after providing the Buyer with reasonable written notice.