

Export Control Compliance Agreement

Preamble

1. Compliance with all applicable export control laws including embargoes and sanctions forms an integral part of Wohlhaupter GmbH's ("Wohlhaupter") Code of Conduct. In the light of the current events, Wohlhaupter attaches particular importance to complying with the applicable EU Russia and Belarus embargo regulations ("EU Russia and Belarus Embargo Regulations").
2. (EU) Council Regulation No 833/2014 and Council Regulation (EC) No 765/2006 include a prohibition to circumvent sanctions.
3. Against this background, Wohlhaupter and Distributor agree to define the parties' export control related rights and duties by the following provisions:

I. Export Control Duties of Distributor

Distributor undertakes and agrees with Wohlhaupter:

1. to neither promote, sell, reexport, deliver or transfer Wohlhaupter's products including software, technology and services ("Products") to Russia or Belarus or to any person domiciled in Russia or Belarus or any company with its place of business in Russia or Belarus;
2. to neither promote, sell, reexport, deliver or transfer the Products to any other person whom he knows, must know or must reasonably assume to be sanctioned under the Russia and Belarus Embargo Regulations, in particular the EU Russia and Belarus Sanctions Lists, and any other applicable embargo regulations and their sanctions lists;
3. to neither promote, sell, reexport, deliver nor transfer the Products to any third party which he knows, must know or must reasonably assume to violate or to intend to violate the EU Russia and Belarus Embargo Regulations and any other applicable embargo regulations or to circumvent or to intend to circumvent the EU Russia and Belarus Embargo Regulations and any other applicable embargo regulations in any other way;
4. to neither use nor promote, sell, reexport, deliver or transfer the Products either directly or indirectly to any third party to be used, in their entirety or in part, for any (i) nuclear or nuclear explosive activities, (ii) activities related to the development or production of weapons of any kind or nuclear, chemical or biological weapons, as well as any activities related to the development, production, maintenance or storage of missiles capable of delivering the aforementioned weapons, (iii) activities related to cluster munitions or anti-personnel mines, (iv) military end-uses, (v) human right violations or (vi) other activities or end-uses prohibited by applicable export control laws including embargo regulations;

5. to only promote, sell, reexport, deliver or transfer the Products to a third party which accepts the provisions set forth in Section I.1. to I.4 of this Export Control Compliance Agreement as binding for itself and is known to be trustworthy and reliable in the observance of these provisions;
6. to fully comply with all other applicable export control laws including embargo regulations that apply directly or indirectly to the promotion, sale, reexport, delivery or transfer of the Products;
7. to provide Wohlhaupter, following Wohlhaupter's request, with any data, information and support necessary for Wohlhaupter to fulfill its obligations under the EU Russia and Belarus Embargo Regulations and any other applicable export control laws including embargo regulations as well as to check and audit Distributor's compliance with regard to the provisions set forth in Section I.1. to I.6 of this Export Control Compliance Agreement.

II. Termination of Distribution Agreement / Indemnity and Compensation of Wohlhaupter

1. Wohlhaupter may at any time terminate the Distribution Agreement with immediate effect for good cause, if Distributor breaches any provision set forth in Section I.1. to I.7. of this Export Control Compliance Agreement.
2. Distributor shall indemnify and hold harmless Wohlhaupter from and against any claims, proceedings, actions, fines, losses, costs and damages arising out of non-compliance with Section I.1. to I.7. of this Export Control Compliance Agreement and Distributor shall compensate Wohlhaupter for any damages, losses and expenses resulting thereof.
3. In the event of any discrepancy or contradiction between the provisions of this Export Control Compliance Agreement and the Distribution Agreement, the provisions of this Export Control Compliance Agreement shall take precedence.

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