

Sanction & Export Control Compliance

A) Compliance with Laws and Regulations

The Customer and the Seller agree to comply with all applicable laws, regulations, and administrative requirements, including but not limited to those related to export controls, trade sanctions, customs laws, as enacted by the European Union, Germany, the United Nations, the United States of America, Malaysia, Singapore or any other relevant jurisdiction (hereinafter collectively referred to as "**Export Control Laws**").

B) Prohibited Transactions

The Customer represents and warrants that it is not:

- a) Listed on any government-issued sanctions or restricted parties lists, including but not limited to the EU Consolidated List, the U.S. Specially Designated Nationals (SDN) List, the UK HMT/OFSI Consolidated List of Targets or any similar list – or otherwise -directly or indirectly- owned or controlled by one or several entities which is (are) listed on the aforementioned lists.
- b) Located in, organized under the laws of, or otherwise operating from a country or territory subject to comprehensive trade sanctions (e.g., Iran, North Korea, Belarus, Russia, Crimean or other non-controlled regions of Ukraine, Cuba, etc.).
- c) Engaged in any activity that would cause the Seller to violate Export Control Laws.

C) Export Restrictions

The Customer acknowledges that the goods, services, and/or technology provided under this agreement may be subject to Export Control Laws. The Customer agrees not to export, re-export, transfer, or otherwise make available such goods, services, or technology to any destination, entity, or individual prohibited under Export Control Laws without obtaining all necessary licenses, permits, or authorizations from the relevant authorities.

D) End-Use and End-User Restrictions

The Customer shall not use, sell, or transfer the goods, services, or technology for any purpose related to:

- a) The development, production, or use of nuclear, chemical, or biological weapons, or missile technology.
- b) Military end-use or military end-users in countries subject to arms embargoes.
- c) Any other prohibited end-use or end-user as defined under Export Control Laws.

E) Notification Obligation

The Customer shall immediately notify the Seller in writing if it becomes aware of any breach or potential breach of this clause, including but not limited to:

- a) A change in the Customer's ownership or control that may result in a violation of Export Control Laws.
- b) Any use, transfer, or export of the goods, services, or technology in violation of Export Control Laws.

F) Right to Suspend or Terminate

The Seller reserves the right to suspend or terminate the performance of this agreement, including the delivery of goods or services, without liability, if:

- a) The Seller reasonably believes that the Customer has violated or will violate Export Control Laws.
- b) The Seller determines that such performance would expose it to the risk of sanctions, penalties, or other adverse consequences under Export Control Laws.

G) Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Seller, its affiliates, and their respective

officers, directors, employees, and agents from and against any and all claims, damages, losses, penalties, or expenses (including reasonable attorneys' fees) arising out of or related to the Customer's breach of this clause or any violation of Export Control Laws.