

Export control clause ("No-Russia-no-Belarus-Clause")

Europcell Hongkong Limited

The Buyer of the contractual goods undertakes not to sell, export, deliver, broker or otherwise pass on these goods to a country of destination, if this would violate the provisions of an embargo of the European Union. This applies in particular to

- the Russia Embargo Regulation (EU) 833/2014 in its current version, which prohibits the direct or indirect sale, transfer or export of goods listed in the embargo control lists (e.g. Annexes VII, XI, XVIII, XX, XXIII, XXXV, XL) to a Russian entity or for use in Russia, or the provision of technical services in connection with these goods or intermediate products. The circumvention clause (Article 12 and Article 12g Russia Embargo Regulation (EU) 833/2014, in its current version) is recognized and complied with by the recipient and end user.
- The Belarus Embargo Regulation (EU) 765/2006 in its current version, which prohibits the direct or indirect sale, transfer or export of goods listed in the embargo control lists (e.g. Annexes III, IV, Va, VI, X, XVI, XVII, XVIII, XX, XXIV, XXV, XXVI) to a Belarusian entity or for use in Belarus, or the provision of technical services in connection with these goods or intermediate products. The circumvention clause and re-export prohibition clause (Art. 1m and Art. 8g Belarus Embargo Regulation (EU) 765/2006 as amended) is recognized and complied with by the recipient and end user.

The Buyer shall oblige its customers, distributors and other business partners accordingly to the above provision and shall take reasonable and appropriate measures to ensure that circumvention transactions are excluded.

As an appropriate remedial measure in the event of a suspected violation and insofar as this is necessary for the performance of export control checks by the authorities, the Buyer shall, upon request, immediately provide all information about the final recipient, the final destination and the intended use of the goods delivered by the Seller as well as any export control restrictions applicable in this respect.

The Buyer shall indemnify the Seller in full against all claims asserted by authorities or other third parties against the Seller due to non-compliance with foreign trade and/or export control obligations by the Buyer and undertakes to compensate the Seller for all damages and expenses incurred by the Seller in this connection, unless the Buyer is not responsible for the breach of duty. This does not imply a reversal of the burden of proof.