

Export Restrictions

(1) The Customer/Recipient is prohibited from

- selling,
- exporting, and/or
- re-exporting,

directly or indirectly, the items listed here under this Service Agreement to the Russian Federation and/or the territories occupied by the Russian Federation and/or for use in the Russian Federation and/or the territories occupied by the Russian Federation at any time.

(2) The Customer/Recipient shall use its best efforts to ensure that the purpose of paragraph (1) of this clause is not thwarted by third parties further down the supply chain, including potential resellers.

(3) The Customer/Recipient shall establish and maintain an appropriate control mechanism to detect the conduct of third parties further down the supply chain, including potential resellers, that would thwart the purpose of paragraph (1) of this clause. (4) Any breach of paragraphs (1), (2), or (3) of this clause shall constitute a material breach of contract, and N2-Tech shall be entitled to take appropriate remedial measures, including, but not limited to:

- i. Termination of this Service Agreement; and/or
- ii. Demanding a contractual penalty of 10% of the total value of this Service Agreement or the price of the exported items, whichever is higher.

(5) The Customer/Recipient shall promptly inform N2-Tech of any problems in the application of paragraphs (1), (2), or (3) of this clause, including any relevant third-party activities that may defeat the purpose of paragraph (1) of this clause. The Customer/Recipient shall provide N2-Tech with information regarding compliance with the obligations under paragraphs (1), (2), and (3) of this clause within two calendar weeks of a simple request.