ProLeiT GmbH, Einsteinstr. 8, 91074 Herzogenaurach, Germany

To whom it may concern

Export Control Clause for Distribution/Channel Partner Contracts

1   Export control And Sanctions

1.1   ProLeiT/Schneider Electric is subject to the laws of, and the Supplies provided by ProLeiT/Schneider Electric contain or may contain components and/or technologies from, the United States of America ("US"), the European Union ("EU") or other nations. Distributor acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other items and/or the embedded technologies ("Deliverables"), and all activities carried out under this Agreement shall fully comply with applicable trade, export control, embargo, economic or financial sanctions or anti-boycott laws, regulations, rules and/or restrictive measures imposed, administered or enforced from time to time by the United States, the United Kingdom, the European Union, and other applicable jurisdictions ("International Trade and Sanctions Controls").

1.2   Unless applicable International Trade and Sanctions Controls authorizations have been obtained from the relevant authority and ProLeiT/Schneider Electric has approved, the Distributor shall not take any action that may result, directly or indirectly, in the Deliverables:

1.2.1   being exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity), if export, sale, supply, or transfer of the Deliverables to such destination or party is prohibited or restricted by the International

Public

Trade and Sanctions Controls applicable to ProLeiT/Schneider Electric and/or Deliverables; or

1.2.2   being used for those purposes and fields prohibited or restricted by the International Trade and Sanctions Controls applicable to ProLeiT/Schneider Electric and/or Deliverables.

1.3   Distributor also agrees that the Deliverables will not be used either directly or indirectly:

1.3.1   in any missiles; or

1.3.2   in any nuclear weapons delivery systems; or

1.3.3   in any design, development, production or use for any weapons which may include but not limited to chemical, biological, or nuclear weapons; or

1.3.4   for any other prohibited end-use or end user unless authorized under International Trade and Sanctions Controls.

1.4   Distributor represents and warrants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with International Trade and Sanctions Controls and shall not otherwise undertake any action that violates or would cause ProLeiT/Schneider Electric to violate International Trade and Sanctions Controls.

1.5   Distributor agrees to fully cooperate and provide all documentation that ProLeiT/Schneider Electric identifies as necessary or advisable to support compliance with International Trade Controls, including but not limited to an end use statement [attached at Appendix 1].

1.6   Distributor undertakes to use best endeavours to recover the Deliverables that are exported and/or re-exported in violation of this clause from any destination or party prohibited or restricted by the International Trade and Sanctions Controls applicable to ProLeiT/Schneider Electric and/or Deliverables.

1.7   ProLeiT/Schneider Electric shall have a right to suspend performance of all obligations under the relevant order or under this Agreement, if:

1.7.1   any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise; or

1.7.2   any such licenses, authorizations or approvals are denied or revoked; or

1.7.3 the International Trade and Sanctions Controls would prohibit ProLeiT/Schneider Electric from fulfilling any order, or would in ProLeiT/Schneider Electric's judgment otherwise expose ProLeiT/Schneider Electric to a risk of liability under the applicable International Trade and Sanctions Controls if it fulfilled the order; or

1.7.4 ProLeiT/Schneider Electric becomes aware that the Deliverables were exported or re-exported in violation of this clause.

1.8 ProLeiT/Schneider Electric may resume the performance of obligations under the relevant order or under this Agreement, once:

1.8.1 the Distributor obtains the necessary or advisable licenses, authorizations, or approvals; or

1.8.2 the applicable International Trade and Sanctions Controls are amended or revised, or any new International Trade and Sanctions Controls are adopted that authorize ProLeiT/Schneider Electric to fulfil the order or take other required action without any licenses, authorizations, or approvals; or

1.8.3 the Distributor confirms in writing that the Distributor has used best endeavours to recover the Deliverables exported and/or re-exported in violation of this clause. If the Distributor fails to provide such written confirmation for 3 months, ProLeiT/Schneider Electric may terminate the Agreement and will not be Liable for any losses of the Distributor associated with such termination.

1.9 Distributor shall be responsible for and shall indemnify ProLeiT/Schneider Electric against all Liability (including reasonable attorney's or other professional services provider's fees) resulting from the;

1.9.1 Distributor's non-compliance with or violations of International Trade and Sanctions Controls; or

1.9.2 the Distributor causing ProLeiT/Schneider Electric to be in non-compliance with or to violate such International Trade and Sanctions Controls; or

1.9.3 the Distributor violating this clause (regardless of whether such violation results in a breach of the International Trade and Sanctions Controls by the Distributor or ProLeiT/Schneider Electric).

1.10 Distributor shall annually provide:

1.10.1 an updated end use statement; and

1.10.2 an additional certification, certifying that the representations, warranties and covenants in this clause remain accurate.

Appendix 1 – End Use Statement

Place on Customer /
End User Letter Header

<u>END USE STATEMENT</u>

Export of these commodities is subject to European Union, United States &/or other Government Export Control regulations. Please complete and sign-off this certification so we may finish the export control review on your project / purchase order promptly. **<u>PLEASE INPUT IN ENGLISH and PRINT CLEARLY</u>**

1.   **Customer (Other than any ProLeiT/Schneider Electric legal entities or employee)**

Name:	Address:
Country:	Telephone/website/Fax:

2.   ☐   This is a **Blanket EUS** for the period of:

Validity Start Date	Validity End Date

Country of Ultimate Destination

OR ☐   This is **a Non-Blanket EUS** for the period of:

Schneider Sales Order No. (or quotation no.)	Order Date
Purchase Order No.	**Country of Ultimate Destination**

3.   **End User (if different from Customer)**

Name:	Address:
Country:	Telephone/website/Fax:

4.   **End Use and Application (as detailed as possible)** of all ordered Product(s)

5. All customers must complete the following information, whether or not the confidentiality clause above is invoked:

The products or technology acquired from Schneider will be used for the following sensitive or restricted applications (all applications are subject to review by Schneider Trade Compliance Department):

Military	Nuclear/Nuclear-Sensitive	Missile	Chemical/Biological (other than Oil & Gas)	None of these
☐	☐	☐	☐	☐

6. We, _____, hereby confirm and/or agree:

☐ The products or technology acquired from Schneider will not be transferred, exported or re-export, directly or indirectly to any country, company or individual that is prohibited by the EU, US &/or other government, including all embargos and sanctions. The products will not be used in activities involving deep water drilling, Arctic oil exploration and production, or shale oil projects in Russia.

☐ "Heavy Water" will not be a product and/or by-product in any of our production processes.

☐ We understand the availability of appropriate export compliance information is available to us and we agree to   comply with all EU, US &/or other governmental laws and regulations

☐ We hereby certify all information provided is true and correct. We agree to notify and obtain prior authorization from ProLeiT/Schneider Electric before any deviation and/or change to this information.

7. In the event this statement cannot be signed off by the end user, please indicate the reason why

    below:

8. Signature and Stamp of the End User / the Customer

Signature and Stamp	Date
Print Name	Title