

NO-RUSSIA/BELARUS CLAUSE

1. Pursuant to Article 12 *g* of the EU Regulation No. 833/2014 (Article 12 *octies* in the Italian release of the EU Regulation No. 833/2014) – as amended by the Council Regulation (EU) 2023/2878 of 18 December 2023 amending Regulation (EU) No. 833/2014 (hereinafter the “**Regulation**”) and the Council Regulation EU 2024/1865 amending Regulation (EC) No. 765/2006 (Belarus Regulation) of 30 June 2024 - both concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine and the involvement of Belarus– the Buyer, as of 20 March 2024, shall not in any event, re-sell, re-export in Russia and/or Belarus or re-sell or re-export for the use in Russia and/or Belarus, goods or technology as listed in Annexes XI, XX and XXXV to the Regulation, and in Annex V bis of Belarus Regulation common high priority items as listed in Annex XL to the Regulation, or firearms and ammunition as listed in Annex I to the Regulation (EU) No 258/2012 and in Annex V bis of Belarus Regulation.
2. To the extent above the Buyer shall accurately verify – in case of re-selling and/or re-exportation of the goods and technologies object of the Order - to third countries – the custom classification number of the goods and/or technologies to be re-sold or re-exported, to be sure that they do not fall into the prohibited items listed in the Annexes to the Regulation and in Annex V bis to the Belarus Regulation as set forth in paragraph 1 above. In case of uncertain classification, the Buyer shall follow the EU interpretation guidelines which impose to follow the more restrictive interpretation.
3. In case of breach of the Buyer to this *No-Russia/Belarus Clause* the Company shall have the right to claim for any kind of damages – included the reputational damages - against the Buyer.
4. The Buyer shall be the only responsible and shall be only liable for any consequences in case of request and/or inquiry and/or audit carried out by a Custom and/or any other third country Authority in case of re-selling and/or the re-export of the goods and technologies to a third country.
5. Notwithstanding what above represented and agreed, in case of non-fulfillment of Buyer to the provision set forth in paragraph 1 above, the Buyer shall guarantee, indemnify and hold harmless The Company from any possible consequences – included damages to third parties, fines applied and/or warning issued by the Authorities, fines applied and/or warning issued by the Customs Authorities – arising from and/or depending on the non-fulfillment of the Buyer to the provision set forth in paragraph 1 above.
6. In case of breach or the Buyer to the provision set forth in paragraph 1 above, The Company shall inform the competent Authority of Italy as soon as they become aware of the breach.