

Clauses Concerning Compliance with Sanctions and Export Control Laws

1. OBLIGATIONS OF THE CLIENT IN CASE OF INTERNATIONAL SANCTIONS

- 1.1 The Buyer represents and warrants that neither it nor, to the best of its knowledge, its directors, officers, or employees are, or will be for the entire duration of the contractual relationship with RTM Breda, subject to sanctions imposed by the authorities of the European Union or by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or by any other competent authority, or to similar sanctions imposed by any Member State of the European Union (collectively, the "Economic Sanctions"). The Buyer further represents and warrants that it does not act on behalf of or for the benefit of any individuals or legal entities included in any list of designated persons related to Economic Sanctions ("Designated Persons") — including, where such Designated Persons exist, any of its subsidiaries, joint ventures, joint venture partners, or other individuals or legal entities — nor in any manner intended to circumvent the sanctions established against such subjects by OFAC or the European Union.
- 1.2 Any violation of the foregoing paragraph shall constitute a material breach of the Contract, entitling RTM Breda to immediately terminate the Contract and/or interrupt or suspend the business relationship with the Buyer without incurring any liability, and authorizing RTM Breda to withhold any down payments already received up to the date of the violation; the Buyer expressly acknowledges such amounts as legitimately due to the Seller.
- 1.3 The Buyer undertakes to immediately inform RTM Breda of any circumstances that may affect the above representations and warranties and/or be relevant in connection with the Economic Sanctions, as well as any issues concerning the application of the above-mentioned paragraphs, including any relevant activities carried out by third parties that could undermine the purpose of such paragraphs.

2. TRADE CONTROL AND EXPORT COMPLIANCE. CLIENT'S UNDERTAKINGS

- 2.1 The Buyer undertakes not to sell, export or re-export, directly or indirectly, to the Russian Federation and/or Belarus, or for use in the Russian Federation and/or Belarus, any goods/services supplied by the Supplier under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and Article 8g of Council Regulation (EC) No. 765/2006, respectively.
- 2.2 The Buyer undertakes to use its best efforts to ensure that the purpose of paragraph 2.1 is not frustrated by any third parties further down the commercial chain, including any possible resellers.
- 2.3 The Buyer shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain — including any possible resellers — that could frustrate the purpose of paragraph 2.1.
- 2.4 Any violation of paragraphs 2.1, 2.2 or 2.3 shall constitute a material breach of an essential element of this Agreement, entitling RTM Breda to immediately withdraw from any order and/or to terminate the contractual relationship with the Buyer with immediate effect, without incurring any liability.
- 2.5 The Buyer acknowledges that failure to comply with the obligations set forth herein, or in the event of a breach or threatened breach of any provision of this document, may cause substantial and irreparable damage. Consequently, RTM Breda shall be entitled, at its sole discretion, to the payment of a penalty equal to the greater of (i) fifty percent (50%) of the turnover generated between the Parties in relation to the sale or supply of the Affected Goods / Services in the twelve (12) months preceding the termination of the contractual relationship and/or (ii) the sale price of the Affected Goods / Services purchased by the Buyer. This is without prejudice to RTM Breda's right to claim compensation for any further damages suffered and to exercise any other remedy provided by law and/or these Purchase Conditions.
- 2.6 The Buyer undertakes and warrants that it will comply with any subsequent amendments to the above-mentioned regulations and with any laws, regulations and/or other provisions in force in the European Union, the United Kingdom and the United States of America relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus.

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Cap. Soc. € 119.900,00 i.v.

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C.F. IT13409390963

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2.7 The Buyer shall immediately inform RTM Breda of any intervening circumstance that may affect the above representations and warranties, as well as any issues in applying paragraphs 2.1, 2.2 or 2.3, including any relevant activities by third parties that could undermine the purpose of paragraph 2.1. The Buyer shall make available information concerning compliance with the obligations under paragraphs 2.1, 2.2 or 2.3 within two (2) weeks of a simple request for such information by RTM Breda.

2.8 NO -TRANSIT: Without prejudice to the provisions set forth in the preceding paragraphs, the Buyer acknowledges that the exportation of certain Goods / Services outside the customs territory of the European Union may be subject to restrictions concerning their transit through the territory of the Russian Federation and/or Belarus.

The Buyer undertakes to comply with — and to ensure that the carrier appointed by it (hereinafter, the “Appointed Carrier”) also complies with — all regulations regarding transit restrictions of Goods / Services through the territory of the Russian Federation and/or Belarus. In accordance with Council Regulation (EU) No. 833/2014 and Council Regulation (EC) No. 765/2006, respectively, the Buyer declares to be aware that, for certain categories of Goods / Services, an absolute prohibition on transit applies, while for other Goods / Services transit through the Russian Federation and/or Belarus may occur only provided that all due diligence measures have been taken and the following conditions are met:

2.8.1: The Russian Federation and/or Belarus shall only constitute the place of transit of the shipment, which must originate and terminate outside the territories of the Russian Federation and/or Belarus.

2.8.2: The Affected Goods / Services must not be sold, processed or transferred after their export outside the customs territory of the European Union for the purpose of circumventing the laws in force relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus.

2.8.3 : The transit of the Affected Goods / Services must not violate any other provisions relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus.

2.9 The Buyer undertakes to provide all information necessary to verify compliance with the above-mentioned provisions, upon RTM Breda’s request, or to obtain such information from the Appointed Carrier and provide it without delay and, in any event, prior to the shipment date of the ordered Goods / Services as specified in the Purchase Order and/or as otherwise agreed in writing between the Parties. Should this obligation not be fulfilled, RTM Breda reserves the right to suspend delivery and, in all cases where RTM Breda becomes aware of any actual or even potential breach of the above-mentioned provisions and/or of the fact that the Buyer has provided false, inaccurate or incorrect information, RTM Breda may exercise the remedies set forth in paragraphs 2.4 and 2.5, without prejudice to any other rights provided by law.

2.10 The Buyer shall in any event be obliged to transfer the same provisions of this Article to its customers, subsidiaries, associated and/or affiliated companies in connection with the Affected Goods / Services, so that they are bound by the same obligations as the Buyer and have agreed to act in accordance with the terms and conditions of this Article.

2.11 The Buyer acknowledges that RTM Breda shall notify the competent authorities of the Member State in which it resides or is established if it becomes aware of any infringement or potential infringement. The Buyer hereby waives any and all claims for damages and/or actions against RTM Breda, its directors, officers, employees, shareholders, agents, consultants, and associated and/or affiliated companies in connection with the foregoing. In a spirit of mutual assistance and cooperation, should the Buyer become aware of violations of export control regulations or international economic sanctions committed by its customers in relation to the Affected Goods / Services, the Buyer shall promptly — and in any event no later than 48 hours from becoming aware of such violation — notify RTM Breda. The Buyer shall provide all relevant information to protect RTM Breda’s interests and undertakes to make itself available to assist the competent authorities in addressing the violation and/or sanctioning the responsible parties.

2.12 The Buyer shall indemnify and hold RTM Breda harmless from and against any and all liability, damage or negative consequence, as well as any costs and expenses of any kind, arising from any violation of the applicable export control and international economic sanctions provisions in connection with the Affected Goods / Services supplied.

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