



PRIVILEGED AND CONFIDENTIAL

EU-DOCS\27854325.1

Sanctions compliance clause in sale and purchase agreements

1. The Purchaser represents and declares that:
 - a. Neither it nor any of its directors or officers or, to the best of its knowledge, employees or agents is listed on, or majority owned or controlled by a person or entity listed on, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, the Consolidated List of Financial Sanctions Targets maintained by HM Treasury, the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any equivalent list of sanctioned persons in force in any country or territory in which the Purchaser operates, each as amended, supplemented or substituted from time to time (a “**Sanctioned Person**”);
 - b. Neither it nor any of its directors or officers or, to the best of its knowledge, employees or agents is incorporated in, constituted under the laws of, operating from, located in or resident in any country or territory that is the subject of comprehensive sanctions imposed by the United Nations, the United States, or the European Union (which, as of the date of this Agreement are Cuba, Iran, North Korea, Syria and the Ukrainian territory of Crimea) (a “**Sanctioned Country**”);
 - c. It is in compliance with all applicable trade, economic and financial sanctions and export control laws, regulations, embargoes and restrictive measures (“**Sanctions and Export Control Laws**”); and
 - d. None of its customers to which the Purchaser has agreed to, or intends to agree to, sell, export, re-export, or supply any products, technology, software, know-how or services that the Seller has agreed to sell to the Purchaser under this [*Sale and Purchase Agreement*] is a Sanctioned Person or incorporated in, constituted under the laws of, operating from, located in or resident of a Sanctioned Country.
2. The Purchaser further undertakes and agrees that in its performance of this [*Sale and Purchase Agreement*]:
 - a. It will comply with all applicable Sanctions and Export Control Laws, and will obtain and comply with the terms of all export licenses and authorisations required for the export or re-export of products, technology, software, know-how or services that the Seller has agreed to sell to the Purchaser under this [*Sale and Purchase Agreement*];
 - b. It will not export sell, export, re-export, or supply any products, technology, software, know-how or services that the Seller has agreed to sell to the Purchaser under this [*Sale and Purchase Agreement*] to any Sanctioned Person, to any Sanctioned Country, or in any manner that would risk breaching any Sanctions and Export Control Laws or resulting in either Party to this [*Sale and Purchase Agreement*] becoming a Sanctioned Person.
3. The Purchaser agrees that it will reimburse to the Seller all costs and expenses that the Seller may incur as a result of any breach by the Purchaser of this clause.

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Cap. Soc. € 119.900,00 i.v.

Società unipersonale soggetta all'attività di Direzione e Coordinamento di Orizzonti 2 spa