

ProLeiT GmbH, Einsteinstr. 8, 91074 Herzogenaurach, Germany

To whom it may concern

**Export Control Clause for Export clause for order documents (quotations/order confirmations/invoices)**

**“EXPORT CONTROL STATEMENT”**

Please be advised that (1) by accepting delivery by ProLeiT/Schneider Electric or any of its affiliates of the relevant ProLeiT/Schneider Electric products, services, and/or software that are referred to in the attached quotation, offer or purchaser order (the “**ProLeiT/Schneider Items**”), or (2) by placing an order to ProLeiT/Schneider Electric or any of its affiliates, or (3) by accepting an offer from ProLeiT/Schneider Electric or any of its affiliates, you hereby acknowledge and agree (and shall use your best efforts to procure that your customers, if any, to whom you may sell or otherwise transfer the ProLeiT/Schneider Items acknowledge and agree to items 1 to 3 below):

1. That the ProLeiT/Schneider Items may be subject to trade, export control, embargo, economic or financial sanctions or anti-boycott laws, regulations, rules and/or restrictive measures requirements imposed, administered, or enforced from time to time by the United States, the European Union, the United Kingdom, Switzerland, and other applicable jurisdictions (hereinafter referred to as “**Sanctions Laws**”) and may remain subject to such controls following delivery.
2. To represent, warrant and covenant not to directly or indirectly violate any applicable Sanctions Laws.
3. To represent, warrant and covenant not to directly or indirectly take any action, except with express written approval from ProLeiT/Schneider Electric, to engage in or facilitate the export, re-export, or transfer (in-country) of the ProLeiT/Schneider Items, or any part thereof (regardless of whether such action could constitute a breach of applicable Sanctions Laws) to:
  - (a) any territory subject to comprehensive territory-wide restriction imposed under the Sanctions Laws (including, as of the date of this Acknowledgment, Russia, Belarus, Crimea and other Covered Regions of Ukraine including Donetsk, Luhansk, Kherson and Zaporizhzhia, Cuba, Iran, Syria, and North Korea), and any other country or territory to which such export or re-

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export is restricted or prohibited under any Sanctions Laws (any such territory, a “**Restricted Territory**”); or

(b) any individual or entity that is: (i) included on any lists of sanctioned individuals or entities maintained by the United Nations, the United Kingdom, the United States, or the European Union, and any other relevant jurisdiction including but not limited to the following lists: the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the Non-SDN Communist Chinese Military-Industrial Complex Companies List and any other lists administered by OFAC, as amended from time to time; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the consolidated list of Persons, Groups and Entities Subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy; and similar lists of restricted parties maintained by other relevant governmental authorities; (ii) resident, domiciled, incorporated in or predominantly operates in a Restricted Territory, (iii) any person owned or controlled by, or acting on behalf of or at the direction of, any of the foregoing; or (iv) any other person who is the target of any Sanctions Laws; or

(c) any military end-use or military end-user (including army, navy, marine, air force, coast guard, national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses), any proliferation related end-use, or any other prohibited end-use under any Sanctions Laws.

4. To represent, warrant and covenant to maintain strict compliance policies, procedures and controls designed to ensure compliance with Sanctions Laws, and to not otherwise undertake any action that violates or would cause the ProLeiT/Schneider Electric company that is selling ProLeiT/Schneider Items to you or any of your affiliates, to violate the applicable Sanctions Laws.

5. To promptly (and in any event within two (2) business days) notify the ProLeiT/Schneider Electric company that is selling the ProLeiT/Schneider Items, upon obtaining knowledge or having reason to know that any of the representations, warranties and covenants above may no longer be accurate in relation to the ProLeiT/Schneider Items.

6. To use their best efforts to recover the ProLeiT/Schneider Items that are exported, re-exported or transferred (in-country) in violation of paragraph 3 hereof.

7. ProLeiT/Schneider Electric may suspend all obligations under or in connection with an order or an agreement if any of the below occurs, starting from the date on which ProLeiT/Schneider Electric sends you a notification of such suspension:

(a) if any necessary or advisable licenses, permits, authorizations or approvals are not obtained, are denied or are revoked due to any action or inaction by any competent authority or by circumstances outside ProLeiT/Schneider Electric’s reasonable control.

(b) if Sanctions Laws would prohibit or restrict ProLeiT/Schneider Electric from fulfilling any order.

(c) if any of the above would, in ProLeiT/Schneider Electric’s judgment, otherwise expose ProLeiT/Schneider Electric to a risk of liability if it fulfilled the order; or

(d) if ProLeiT/Schneider Electric becomes aware that the ProLeiT/Schneider Items were exported, re-exported or transferred (in-country) in violation of paragraph 3 hereof.

8. That ProLeiT/Schneider Electric may, at its discretion, terminate the order or the agreement and will not be liable for any losses associated with such termination, if you fail to confirm and substantiate in writing within two (2) months from the date specified in paragraph 7 hereof that you have used your best efforts to recover the ProLeiT/Schneider Items exported, re-exported or transferred (in-country) in violation of paragraph 3 hereof.

9. That you will be responsible for and shall indemnify ProLeiT/Schneider Electric against all liability, losses, administrative fines, damages, and expenses (including reasonable attorney's or other professional services provider's fees) resulting from violation of this clause.