

## **Export Control and International Sanctions Commitments**

- (a) General . Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and international sanctions regulations (hereinafter "Regulations").

Such Regulations may include, but are not limited to, French (Decree No. 2001-1192, as amended), European (Regulation 2021/821), U.S. (including, but not limited to, regulations under the jurisdiction of the Nuclear Regulatory Commission, the Department of Energy, the Department of Commerce (EAR), or any other U.S. trade control regulation, including those of the Office of Foreign Assets Control [OFAC]), and decisions made pursuant to such Regulations, as well as trade and economic sanctions by the United Nations, the European Union and its Member States, the United States, the UK, or any other jurisdiction, applicable to the Parties or to the goods and technology covered by the Order. .

In that regard, Supplier secures all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of goods, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any goods, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. In the event that Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate the Order immediately without liability to Buyer.

Terms "Covenants", "Order", and "Law(s)" are defined in Arabelle Solutions' Terms of Purchase rev. D.

- (b) Trade Restrictions.

(i) It is recalled that:

- the goods (and their components), technology (documentation, studies, plans, etc.) and software that are supplied under this Order may be subject to these Regulations (hereinafter "Controlled Items"); and
- the export or re-export of such Controlled Items to certain countries or entities may be prohibited, restricted or subject to prior authorization by one or more governmental authorities in the country of export or re-export pursuant to the above Regulations.

(ii) In the event that, for the purposes of the Order, the Buyer provides the Supplier with Controlled Items, the Supplier agrees to:

- disclose Controlled Items to its employees only on a need-to-know basis and only for the purpose of the execution of the Order;
- not use the Controlled Items for the design, development, production or use of missiles, chemical, biological or nuclear weapons, or any other military use;
- not export, re-export, transfer, publish or make available, directly or indirectly (including by remote access), Controlled Items to any country, person or entity (including their seconded personnel) to which such export, re-export, transfer or other disclosure of all or any part of such Controlled Items is prohibited or restricted by these Regulations, except in strict accordance with these Regulations and subject to:
  - i. prior written approval of the Buyer; and
  - ii. authorization from the appropriate export control authorities, if any.
- cooperate with the Buyer as soon as possible, including providing any necessary end-user certificates or commitments for export license applications made by the Buyer;
- inform the Buyer if it intends to engage any third party in connection with any activity related to this Order (whether or not designated in the Order) that may have access, in any manner, to Controlled Items supplied by the Buyer. In such case, the Supplier shall inform the Buyer of the identity of such third party and ensure that:
  - i. provisions equivalent to those contained in this section are included in the contract under which such third party is engaged to perform such activity; and
  - ii. the provision to such third party of any Controlled Items received from the Buyer under the Order complies with all requirements required by these Regulations.

(iii) In the event that the Supplier provides Controlled Items to the Buyer for the purposes of the Order, the Supplier agrees that:

- as of the date of execution of the Order, the Supplier shall have indicated in the **Attachment 1 "Supplier's Statement Regarding Export Control Regulations Applicable to Controlled Items supplied under the Order"** the Regulations applicable as of that date to the Controlled Items, if any, that the Supplier has agreed to supply for the performance of the Order;
- prior to each supply of Controlled Items, identify such items involved and inform the Buyer, by written notification, of the Regulations, competent authority and classification number applicable to such Controlled Items. Specifically with respect to technology controlled by such Regulations (documents, drawings, diagrams, etc.), the Supplier shall indicate such information by any appropriate means, such as by marking;
- obtain, at its own expense, all export or re-export authorizations required under these Regulations for the performance of Order by Supplier. In this regard, the Supplier undertakes to initiate the process of applying for such authorizations within a timeframe compatible with the performance and delivery schedule applicable to the Order and to provide the Buyer with a copy of the license once obtained;
- inform the Buyer of any change in the composition of the Controlled Items supplied that may result in a change in the applicable Regulations to such items;
- inform the Buyer promptly if, during the performance of the Order, any Regulations affect the Order, the Supplier, its subcontractors or suppliers.

(c) Trade Remedy Laws. Supplier covenants that no goods sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of antidumping or countervailing duties. Supplier warrants that it is not currently engaged in sales at less than fair value or dumping as defined by the World Trade Organization Agreement on Implementation of Article VI and is not receiving any otherwise prohibited government subsidies as defined by the World Trade Organization Agreement on Subsidies and Countervailing Measures. In the event that any jurisdiction imposes: (i) antidumping or countervailing duties or tariffs on goods subject to this Order, (ii) any duties or tariffs pursuant to a safeguards action as defined by the WTO Agreement on Safeguards or (iii) any other trade remedy on goods subject to the Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(d) Sanctions. Supplier certifies that it is not sanctioned and is not owned or controlled by any sanctioned party; and in connection with this Order, has not entered into any transactions or contractual relationships involving a sanctioned party and a sanctioned country or supplier of a sanctioned country, - in each case where such transactions or contractual relationships would violate the Regulations.

(e) No nexus or bond with Russia. The Supplier acknowledges :

- 1) it is not a Russian national, a natural person residing in Russia, or a legal person, entity, or body established in Russia;
- 2) it is not owned, directly or indirectly, to more than 50% by a person or entity referred to in point 1) above;
- 3) it does not act on behalf of or on the instructions of a person or entity referred to in cases 1) or 2);
- 4) it does not use, throughout the duration of the Order, subcontractors or suppliers or entities for an amount representing more than 10% of the Order price and falling under one of the above cases (1), (2), or (3).

Supplier undertakes to provide, upon first request, any supporting documentation (including a comprehensive list of all its suppliers) attesting to compliance with these commitments. In the event of non-compliance with these commitments, Buyer reserves the right to terminate the Order without liability to Buyer.

(f) No Russia supply. The Supplier undertakes, throughout the duration of the Order, to comply with the regulations on sanctions and, in particular, not to supply the Buyer in violation (directly or indirectly) of said Regulations:

- steel products listed in Annex XVII to Regulation (EU) No. 833/2014, as amended;
- goods listed in Annex XXI to Regulation (EU) No. 833/2014, as amended;
- any other goods or services prohibited from importation from Russia (including via third countries) under Regulation (EU) No 833/2014, as amended;
- goods listed in Annexes X, XI, XII, and XIII to Regulation (EU) No 765/2006, as amended;
- any other goods or services prohibited from importation from Belarus (including via third countries) under Regulation (EU) No. 765/2006, as amended.

(g) Country of Origin/Preferential Trade Agreements/Duty Drawback.

(i) Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such declaration of origin, the Supplier agrees, to the extent permitted by law, to indemnify, defend and hold Buyer harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection with any declared eligibility for a free trade agreement.

(ii) If goods shall be delivered to a destination country having a trade preferential or customs union agreement (“**Trade Agreement**”) with Supplier’s country, Supplier shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer’s benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of goods into the destination country. If Supplier is the importer of record for any goods purchased hereunder, including any component parts thereof, upon Buyer’s request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of goods. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier’s inaccurate documentation or untimely cooperation.

(h) Suspension and termination of Order. In the event that, the Supplier, the Order, the Supplier, its subcontractors or suppliers are affected by the denial, cancellation, suspension or non-renewal of an export license, or by the entry into force of any Regulations, including trade and economic sanctions or restrictions, issued by any competent authority, the Supplier shall submit to the Buyer for approval an alternative solution, at no additional cost to the Buyer. The Order may be immediately suspended by the Buyer, for reasons attributable to Supplier, until such license is issued or reinstated, the sanctions are lifted or an alternative solution mutually agreed upon by the Parties is implemented.

If the Supplier fails to obtain the required licenses, or if the sanction continues beyond three months, and no alternative solution can be implemented, and if, as a result, all or part of the Order cannot be performed, then the Buyer may terminate all or part of the Order, without breach, in accordance with Section 11.1 of Arabelle Solutions’ Terms of Purchase rev. D, without prejudice, however, to the Buyer’s right to terminate the Order pursuant to Section 11.2 of Arabelle Solutions’ Terms of Purchase rev. D in the event that such situation is due to the Supplier’s failure to comply with any of its obligations under the Order.

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**Attachment 1 - Supplier's Statement Regarding Export Control Regulations Applicable to Controlled Items supplied under the Order**

This Attachment, which forms an integral part of the Order, presents at the time of the execution of the Order the export control regulations applicable to the Controlled Items supplied by the Supplier to the Buyer, if any.

		Export control regulation(s) applicable to the Controlled Items supplied by the Supplier		
Controlled Items (equipment, documentation, software)	Description	Applicable(s) jurisdiction(s) (EU, US, other)	Classification (1)	Specific restriction(s) applicable for the execution of the Order (e.g. export license)

- (1) For items subject to European Union export control regulations, cf. Annex 1 of EU Regulation 2021/821.  
For items subject to United States export control regulations, indicate :
- “EAR99” or the classification “ECCN” (Export Control Classification Number) for items subject to the US Department of Commerce ;
  - “Part 110” for items subject to the Nuclear Regulatory Commission ;
  - “Part 810” for items subject to the US Department of Energy.