



No Russia Clause / No Belarus Clause:

IMPORTER/BUYER AGREES TO COMPLY WITH:

(1) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, any other provision of the Council Regulation (EU) No 833/2014, or Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), or in the Council Common Position 2008/944/CFSP of 8 December 2008 defining common rules governing control of exports of military technology and equipment.

(2) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006 or any other provision of the Council Regulation (EU) No 765/2006, or Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), or in the Council Common Position 2008/944/CFSP of 8 December 2008 defining common rules governing control of exports of military technology and equipment.

(3) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) and (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(4) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) and (2).

(5) Any violation of paragraphs (1), (2), (3) or (4) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of 10 % of the total value of this Agreement or price of the goods exported, whichever is higher.

(6) The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2), (3), or (4) including any relevant activities by third parties that could frustrate the purpose of paragraph (1) and (2). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2), (3) and (4) and within two weeks of the simple request of such information.