



## Disclaimer regarding resale of Products to the Russian Federation

- (1) The Purchaser shall not directly or indirectly sell, export or re-export, license or otherwise make the Product(s) purchased from C.C Jensen A/S or any of C.C. Jensen A/S' affiliates ("CCJ") available to the Russian Federation or available for use in the Russian Federation to the extent such action infringes the prohibitions of Council Regulation (EU) No 833/2014 or No 2023/2878. Furthermore, the Purchaser shall not infringe the prohibitions of Council Regulation (EU) No 2023/2878 against transit of Product(s) through the Russian Federation.
- (2) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Purchaser 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).
- (3) Any violation of paragraphs (1) and/or (2) shall constitute a material breach of an essential element of the agreement between CCJ and Purchaser, and CCJ shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the agreement with immediate effect; and (ii) that Purchaser indemnifies and hold CCJ harmless for all costs and loss incurred by CCJ due to the Purchaser's failure to comply with the terms of this Disclaimer regarding resale of Product(s) to the Russian Federation.
- (4) The Purchaser shall immediately inform CCJ about any problems in applying paragraphs (1) and/or (2), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Purchaser shall make available to CCJ information concerning compliance with the obligations under paragraph (1) and/or (2) within two weeks of the simple request of such information.