

EMBARGO CLAUSE

Reseller/distributor/customer/partner (Collectively referred to as 'parties' or individually as 'party') acknowledges that the purchased Products licensed or sold under this Agreement, which may include technology, are subject to the Customs and export control laws and regulations of India and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by France and the United States/United Kingdom/European Union/United Nations (US/UK/EU/UN) and may also be subject to the Customs and export laws and regulations of the country in which the products are manufactured and/or received("embargoes"), and to obtain all licences, shipping documents and authorisations required for the resale, export or re-export of Novateur Electrical & Digital Systems Private Limited (hereinafter referred to as 'Novateur') products.

*For any authorized resale under this Agreement, party acknowledges that it is his sole responsibility to comply with those laws and regulations and agrees to fully abide by those laws and regulations and to take confirmation from its distributor/ reseller/customer/partner to the same effect and Novateur shall not be responsible in case any laws, restrictions/embargos/sanction list imposed by US/UK/EU/UN is contravened. Further, under those laws, the Products shipped pursuant to this agreement shall not be sold, leased or otherwise transferred to restricted end-users (including those on US/UK/ UN/ EU embargo/ sanctions list, the U.S. Department of Commerce, Bureau of Industry and Security "Entity List" and other lists of denied parties or to restricted countries. In addition, the shipped Products shall not be sold, leased or otherwise transferred to, or utilized by an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. In addition, Reseller/distributor/customer agrees to indemnify, defend and hold **'Novateur'** harmless from any loss, expense, penalty or claim against **'Novateur'** due to his violation or alleged violation of any such applicable laws and regulations. If purchased Products are resold in violation of the foregoing restrictions, **'Novateur'** shall not be obligated to provide any warranty service or technical support and also all the future business relations and associations of Novateur with the party shall be cancelled or terminated or terminate the relevant agreement, in all events, without creating any liability whatsoever with regard to the buyer or end user.*

Accordingly, the party undertakes not to:

- Export or re-export the products covered by this Agreement, to a banned country, or one which is subject to restrictions, without having obtained all necessary authorisations from French, European or American authorities or those of any other country that imposes export control;*
- Supply the products covered by this Agreement, to parties, organisations or entities subject to restrictions by France, the European Union or any other country, nor to parties, organisations or entities about which there are reasons to believe that they fail to fully comply with the applicable national or international regulations;*
- Export or re-export the products covered by this Agreement, for the purpose of using them in sectors that are banned or subject to restrictions by virtue of laws and regulations on embargoes;*
- Issue or collect any financial flows without having previously notified and/or obtained the necessary authorisations from the competent national authorities.*

Novateur and its group/associates/parent Companies shall be entitled to audit the party's compliance with obligations relating to these matters. The party shall, in the framework of its sound business relationship with Novateur, supply on request all licences, notifications or authorisations applied for and obtained, and information on the identity of customers to whom Novateur products are resold, the intended use of Novateur products and the financial institutions used to collect and issue payments. In turn, Novateur shall supply on request any information requested by the party, in particular any useful commercial documentation.

In the event of the party breaching any one of its obligations in the audit framework, and failing to remedy this or take positive actions for the purpose of remedying such default within three business days subsequently to receiving written notice to perform the one or several obligations, Novateur reserves the right to cancel the order or terminate the relevant agreement, in all events, without such action creating any liability whatsoever with regard to the buyer or end user.

When the delivery of products, services or documentation requires an export or import permit from certain authorities, or is banned due to legislation on export/import controls, Novateur shall even be entitled to cancel the order, or terminate the relevant agreement, in all events, without creating any liability whatsoever with regard to the buyer or end user."