

Export Limitations and Sanctions Against Various Countries

Russian Federation and Republic of Belarus

In accordance with sanctions imposed by the EU against Russia and Belarus, the following rules shall apply:

A. If you are a buyer or customers obtaining goods/services, technology and software from Digiteq Automotive:

All buyers and other customers obtaining goods/services, technology and software from Digiteq Automotive hereby agree and confirm that the following clauses constitute an integral part of all contracts concluded with Digiteq Automotive:

1. The Contracting Party shall not provide, export or re-export, directly or indirectly, to the Russian Federation and/or to Republic of Belarus or for use in the Russian Federation and/or in the Republic of Belarus any goods, software and/or technology supplied under or in connection with this Agreement. The same applies to the sale, licensing or transfer in any other way of intellectual property rights or trade secrets as well as to the granting of rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret.
2. The Contracting Party ensures that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers or sublicensees.
3. Any violation of paragraphs (1) or (2) shall constitute a material breach of an essential element of this Agreement, and the Digiteq Automotive shall be entitled to seek appropriate remedies, including, but not limited to:
 - a. termination of this Agreement; and
 - b. the unilateral right of Digiteq Automotive to withdraw the performance of its contractual obligations under or in connection with this Agreement in whole or in part,
 - c. the unilateral right of Digiteq Automotive to claim any costs arising from (a) or other charges related to the violation of paragraphs (1) or (2) against the Contracting Party in whole or in part.
4. The Contracting Party shall immediately inform Digiteq Automotive about any problems in applying paragraphs (1) or (2), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Contracting Party shall make available to Digiteq Automotive information concerning compliance with the obligations under paragraph (1) and (2) within two weeks of the simple request of such information.

B. If you are a supplier of goods/services, technology and software to Digiteq Automotive:

All suppliers of goods/services, technology and software to Digiteq Automotive hereby agree and confirm that the following clauses constitute an integral part of all contracts concluded with Digiteq Automotive:

Insofar as goods, software and/or technology are provided by Digiteq Automotive to the contractual partner and/or intellectual property rights or trade secrets are sold, licensed or transferred in any other way or rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret are granted within the framework of this Agreement, the following shall apply:

1. The Contracting Party shall not provide, export or re-export, directly or indirectly, to the Russian Federation and/or to the Republic of Belarus or for use in the Russian Federation and/or in the Republic of Belarus any goods, software and/or technology provided under or in connection with this Agreement. The same applies to the sale, licensing or transfer in any other way of intellectual property rights or trade secrets as well as to the granting of rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret.
2. The Contracting Party ensures that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers, sub-suppliers and sublicensees.
3. Any violation of paragraphs (1) or (2) shall constitute a material breach of an essential element of this Agreement, and Digiteq Automotive shall be entitled to seek appropriate remedies, including, but not limited to:
 - a) termination of this Agreement.
 - b) the unilateral right of Digiteq Automotive to claim any costs arising from (a) or other charges related to the violation of paragraphs (1) or (2) against the Contracting Party in whole or in part.
4. The Contracting Party shall immediately inform Digiteq Automotive about any problems in applying paragraphs (1) or (2), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Contracting Party shall make available to Digiteq Automotive information concerning compliance with the obligations under paragraphs (1) and (2) within two weeks of the simple request of such information.