

## **Appendix Export Control and Sanctions Compliance**

This Appendix includes the following parts:

### **Part I: Export Control Clause**

### **Part II: EU Sanctions Compliance Clause**

### **Part III: End User and End Use Certification**

*(Please note that it can make corresponding fine-tuning for the appendix number and the abbreviation of the involved parties involved in the contract.)*

### **Part I Export Control Clause**

Distributor shall not export or re-export, directly or indirectly, any Products listed herein, without complying with all applicable export control regulations of any jurisdiction to which Distributor or the Products are subject, including, without limitation, obtaining any necessary export or re-export license from the competent governmental authorities prior to any export or re-export of the Products. Distributor further agrees that no Products received from ASGL will be directly or indirectly employed in nuclear, chemical or biological weapons or missiles or in any manner transferred to any party for any such end use, nor for use of those Products in any facilities engaged in activities related to such weapons.

### **Part II EU Sanctions Compliance Clause**

#### **1. General Compliance with EU Sanctions**

- 1.1** The Distributor acknowledges and agrees to comply with all applicable sanctions regulations imposed by the European Union (EU) or its Member States, including but not limited to regulations pertaining to trade embargoes, asset freezes, and restrictions on certain transactions or business activities.
- 1.2** In relation to Russia, and in addition to what is stipulated in paragraph 1.1. above, the Distributor acknowledges and agrees to comply with Council Decision 2014/512/CFSP of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (as amended) and Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (as amended) and any subsequent updates or amendments thereto.
- 1.3** Notwithstanding the above, the Distributor also acknowledges and agrees to comply with all relevant EU legislation and EU Member States' legislation relating to sanctions against Belarus, Democratic Republic of Congo, Iran,

Libya, Myanmar (Burma), North Korea, Syria, and Venezuela.

## **2. No Re-Export**

**2.1** The Distributor 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.

**2.2** The Distributor shall undertake its best efforts to ensure that the purpose of paragraph 2.1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.

**2.3** The Distributor 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 2.1.

**2.4** Any violation of paragraphs 2.1., 2.2. or 2.3. shall constitute a material breach of an essential element of this Agreement, and ASGL shall be entitled to seek appropriate remedies, including, but not limited to:

**2.4.1** termination of this Agreement;

**2.4.2** a penalty of up to 10% of the total value of this Agreement or price of the goods exported, whichever is higher; and

**2.4.3** recovery of damages, losses, costs and expenses incurred as a result of such material breach, included but not limited to legal fees and fines imposed by relevant authorities.

**2.5** The Distributor shall immediately inform ASGL about any problems in applying paragraphs 2.1., 2.2. or 2.3., including any relevant activities by third parties that could frustrate the purpose of paragraph 2.1.

**2.6** The Distributor shall make available to ASGL information concerning compliance with the obligations under paragraphs 2.1., 2.2. or 2.3. without undue delay of the simple request of such information.

## **3. Representations and Warranties**

The Distributor represents and warrants that it is not, and will not engage in any transactions with individuals, entities or countries subject to EU sanctions.

## **4. Due Diligence Obligation**

**4.1** The Distributor shall conduct due diligence on its customers, suppliers and partners to ensure compliance with relevant EU sanctions legislation.

**4.2** This includes but is not limited to verifying the identity of counterparties, screening against EU targeted sanctions lists, and monitoring changes in the

EU sanctions legislation.

## **5. Notification Requirement**

**5.1** The Distributor agrees to promptly notify ASGL in writing if it becomes aware of any actual or potential violation of EU sanctions legislation in connection with the performance of this Agreement.

**5.2** In the event of any doubt relating to a particular transaction or an investigation conducted by any of the National Competent Authorities of the EU Member States, the Distributor agrees to provide a written reply to the request for information to ASGL without undue delay.

## **6. Indemnification**

The Distributor shall indemnify, defend, and hold ASGL harmless from and against any losses, damages, liabilities, costs, and expenses arising out of or relating to any breaches of this EU Sanctions Compliance Clause caused by the Distributor.

## **7. Termination Rights**

In the event of a material breach of this EU Sanctions Compliance Clause by the Distributor, ASGL shall have the right to terminate this Agreement immediately upon written notice to the Distributor, without prejudice to any other rights or remedies available to ASGL under this Agreement or the applicable law.

## **8. Severability**

If any provision of this EU Sanctions Compliance Clause is found to be invalid, illegal or unenforceable, the remaining provisions of this EU Sanctions Compliance Clause shall remain in full force and effect to the fullest extent permitted by the applicable law.

## **9. Applicable Law**

This EU Sanctions Compliance Clause shall be governed by and construed in accordance with the laws of the European Union and its Member States, without giving effect to any choice of law or conflict of law provisions.

## **10. Amendments**

This EU Sanctions Compliance Clause may be amended by a written amendment to this Appendix or by an update of the designated website [[https://www.asus.com/terms\\_of\\_use\\_notice\\_privacy\\_policy/export-control-and-sanctions-compliance](https://www.asus.com/terms_of_use_notice_privacy_policy/export-control-and-sanctions-compliance)].

## **11. Sanctions imposed by the United Kingdom and Switzerland**

Provisions of this Appendix should be applied without prejudice to the required compliance with the sanctions legislation applicable in the United Kingdom and Switzerland.

### Part III End User and End Use Certification

#### END USER AND END USE CERTIFICATION

ASUSTek Computer Inc. and its affiliates (“ASUS”) is committed to complying with all applicable laws and regulations including those related to the: European Union, the United Kingdom, the United States and Switzerland export controls and sanctions.

The purpose of this Certification is to ensure the transaction between Purchaser and ASUS comply with applicable export control regulations. This Certificate applies to below ASUS product. Purchaser may contact your local representative to know more details about the products to be provided by ASUS.

ASUS Product ECCN	Ship to country
EAR99, 5A992.c.	Worldwide
5A002 items (but exclude 5A002.z.)	US / Canada
Other ECCN (but exclude 3A090, 4A090, 5A002.z.)	Worldwide

#### **Certification:**

1. The Products, software and/or technology to be provided by ASUS (collectively “Products”) may be subject to U.S. export control laws and will not be resold, reexported, or retransferred, directly or indirectly, to any person in violation of the U.S. Export Administration Regulations (“EAR,” 15 C.F.R. Part 730, *et. seq.*) or the sanctions and embargo laws and regulations promulgated and enforced by the U.S. Department of Treasury’s Office of Foreign Asset Controls (“OFAC” regulations found at Chapter V to 31 C.F.R., *et. seq.*). Purchaser certifies to comply with above mentioned regulations with the Products provided by ASUS.
2. The Products will not be exported, reexported, or transferred (in-country) without a license in violation for a destination, end use, or type of end user described in Section 744.23 of the EAR.
3. The Products will not be resold, re-exported, rented, leased, transferred, diverted, or otherwise disposed of, directly or indirectly, to any person or entity on any U.S.

Government restricted party lists, including but not limited to, the Specially Designated Nationals (“SDN”) List, the Entity List, the Sectoral Sanctions List (“SSI”), the Unverified List, or the Russia-related CAPTA and Entities Directives in violation of U.S export controls and sanctions laws, or any other applicable countries’ laws and regulations. (The U.S. restricted party lists can be accessed at: <https://trade.gov/consolidated-screening-list>).

4. The Products will not be licensed, resold, re-exported, rented, leased, transferred, diverted, transshipped through or otherwise disposed of in any country or territory sanctioned under U.S. laws (which includes the Crimea region of Ukraine, the so-called Donetsk People’s Republic (“DNR”) and the Luhansk People’s Republic (“LNR”) regions of Ukraine, North Korea, Cuba, Iran and Syria) without prior authorization from the U.S. or any other applicable government.
5. The Products will not be used in the design, development, fabrication, maintenance, operation, testing or stockpiling of the following: nuclear weapons or materials; explosive devices; rocket or missile systems; unmanned air vehicle systems; chemical, biological, or radiological weapons or delivery systems; cluster munitions; anti-personnel mines; microprocessors for military use.
6. The Products will not be licensed, resold, re-exported, rented, leased, transferred, diverted, or otherwise dispose of (directly or indirectly) to any person or entity that is a military end-user, or for a military end-use, in the destination described in Section 744.21 of the EAR and any subsequent updates or amendments thereto without prior authorization from the U.S. or any other applicable government; and to any person or entity that is a military intelligence end-user, or for a military intelligence end-use, in the destination described in the destination described in Section 744.22 of the EAR and any subsequent updates or amendments thereto without prior authorization from the U.S. or any other applicable government.
7. Purchaser has reviewed the criteria for the Foreign Direct Product (FDP) Rules under Section 734.9 of the EAR. Purchaser attests that non-US-made items that are subject to the EAR under these FDP Rules, that are designed, developed, fabricated, or produced by or with the Products provided by ASUS, will not be exported or reexported to, or transferred in-country, in violation of the EAR.

8. Purchaser's immediate, intermediary and ultimate ownership is not person or entity that is a blocked person on the SDN List, Entity List, SSI List, or Russia-related CAPTA and Entities Directives directly or indirectly owns 50 percent or more in the aggregate of Purchaser. If Purchaser is not the end user, then to the best of Purchaser's knowledge, the end user's immediate, intermediary and ultimate ownership is not person or entity that is a blocked person on the SDN List, Entity List, SSI List, or Russia-related CAPTA and Entities Directives directly or indirectly owns 50 percent or more in the aggregate of end user.
  
9. Purchaser further certifies that all facts contained in this Certification are true and correct to the best of its knowledge and belief and does not know of any additional facts inconsistent with this Certification. The Purchaser will notify ASUS immediately in writing if it has reason to believe any statement in this Certification to be untrue, inaccurate or incomplete or if it has any reason to believe that a breach of any obligation of the Purchaser set forth in this Certification has occurred.
  
10. Purchaser acknowledges that the making of any false statements or concealment of any material fact in connection with this statement may result in breach of any agreement or contract between the Purchaser and ASUS. If ASUS determines, reasonably and in good faith, that there has been such a breach, ASUS shall have the right to terminate any agreement, purchase order or contract with immediate effect and without any penalty or liability of any kind, by sending written notice of termination to the Purchaser. ASUS reserves the right to refuse to conduct business with parties who fail to certify this document, or who certify false information.