

This EXPORT AND COMPLIANCE AGREEMENT (the “**Agreement**”) is made as of the (“**Effective Date**” by and between:

Importer: [INSERT THE NAME OF THE CUSTOMER], a company incorporated and existing under the laws of [INSERT COUNTRY] with company number [NUMBER] and having its principal office address at [INSERT ADDRESS] (the “**Importer**”),

and

Exporter: ASSA ABLOY Opening Solutions Bulgaria EOOD, a company incorporated and existing under the laws of Bulgaria with company number 103050098 and having its principal office address at 10, Petko Staynov Street 9009 Varna, Bulgaria (the “**Exporter**”)

Importer and Exporter are each individually referred to as a “**Party**” and jointly referred to as the “**Parties**” in this Agreement.

BACKGROUND

- (A) The Exporter resides in the European Union (“EU”) and is selling goods to the Importer and the Importer resides outside the EU and is buying goods from the Exporter; such business activity is currently subject to EU regulations which set out the conditions on which the export outside the EU and in particular having a ban on the re-export of goods to Russia and/or Belarus;

Therefore, the Parties have entered into this Agreement.

- (1) The Importer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied by the Exporter.
- (2) The Importer 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.
- (3) The Importer 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).
- (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement as well as the sales agreements or framework sales agreements executed between the Importer and the Exporter, and the Importer shall be entitled to seek appropriate remedies, including, but not limited to:
 - (i) termination of this Agreement as well as the sales agreements with the Importer or framework sales agreements with the Importer; and
 - (ii) a penalty of 20 % of the total value of this Agreement or price of the goods exported, whichever is higher.

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

This Agreement has been entered into on the date stated at the beginning of it.

<p>For and on behalf of ASSA ABLOY Opening Solutions Bulgaria EOOD:</p>	<p>Signature: _____</p> <p>Print Name: Dimitar Kolev</p> <p>Position: Managing Director</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Print Name: Elena Popova</p> <p>Position: Financial Manager</p> <p>Date: _____</p>
<p>For and on behalf of the [INSERT THE NAME OF THE CUSTOMER]</p> <p>acting by [NAME OF DIRECTOR] a director, in the presence of:</p> <p>acting by [NAME OF DIRECTOR] a director, in the presence of:</p>	<p>Signature: _____</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Date: _____</p>