



Micro Crystal AG

Muehlestrasse 14

CH-2540 Grenchen

Switzerland

Tel. +41 32 655 8282 Fax +41 32 655 8283 www.microcrystal.com

Declaration Letter

By

(hereinafter referred to as “Client”)

PREAMBLE:

WHEREAS, Micro Crystal Ltd., Muehlestr. 14, 2540 Grenchen, Switzerland, (hereinafter “Supplier” and together with the Client “Parties”) supplies the customer with goods or intends to supply the customer with goods in the future;

WHEREAS, the cooperation between the two parties is based on a contractual basis, which could be implemented in various ways (hereinafter “Commercial Relationship”);

WHEREAS, due to geopolitical developments the European Union (“EU”) and Switzerland have imposed further sanctions on Russia in relation to the goods. Supplier is obliged to contractually prohibit to Client the re-exportation of goods to Russia and re-exportation for use in Russia. For the text of the contractual prohibition, Supplier relies on the governmental template;

NOW, THEREFORE, the Parties by signing this Declaration Letter (the “Amendment” to the Commercial Relationship) hereby agree on the following:

1. Prohibition to sell, export, or re-export to the Russian Federation

- 1.1. The Client 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 the Commercial Relationship that fall under the scope of Article 14f of the Ordinance imposing Measures in Connection with the Situation in Ukraine (SR 946.231.176.72; or under the scope of Article 12g of Council Regulation (EU) No 833/2014 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014R0833-20240224>)).
- 1.2. The Client shall undertake its best efforts to ensure that the purpose of paragraph 1.1 is not frustrated by any third parties further down the supply chain, including by possible resellers.
- 1.3. The Client shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the supply chain, including by possible resellers that would frustrate the purpose of paragraph 1.1.

- 1.4. Any violation of paragraphs 1.1, 1.2 or 1.3 shall constitute a material breach of an essential element of the Commercial Relationship, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediate termination of the Commercial Relationship; and (ii) full and unlimited compensation and reimbursement by Client of any and all of Supplier's costs, expenses (including legal fees), penalties, damages, losses, and/or other financial consequences that Supplier incurs or is otherwise subjected to, including a compensation for loss of reputation.
- 1.5. Client shall immediately inform the Supplier about any problems in applying paragraphs 1.1, 1.2 or 1.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 1.1. The Client shall make available to the Supplier information concerning compliance with the obligations under paragraph 1.1, 1.2 and 1.3 within two (2) weeks of the simple request of such information.

2. Miscellaneous

- 2.1. This Amendment contains the entire understanding between the Parties hereto, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Amendment.
- 2.2. This Amendment comes into effect upon its signature by Client and shall remain in force as long as the referenced sanctions are in place.
- 2.3. This Amendment shall be governed by the laws of Switzerland, without giving effect to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 2.4. Any dispute, controversy or claim arising out of or relating to this Amendment shall be submitted to the exclusive jurisdiction of the competent courts of Grenchen, Canton of Solothurn, Switzerland.

Client authorised representative

Printed Name:

Title:

Signature:

Date:

Supplier authorised representatives

Printed Name: S. Dalla Piazza

Title: CEO

Signature: 

Date: 12. March 2024

Printed Name: A. Feuerstein

Title: VP Sales & Marketing

Signature: 

Date: 12. March 2024