

## GERMANY ANNEX

This is jurisdiction-specific annex which forms part of the ESA under clause 22. Any terms used but not otherwise defined in this jurisdiction-specific annex will have the same meanings as in the ESA.

1. Client covenants and agrees that it will not directly or indirectly use Electronic Services for the purpose of facilitating any activity of or transaction with any person or entity, or in any country or territory, that, at the time of such facilitation, is a person, entity, country, or territory with which dealings are restricted or prohibited by any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the Federal Republic of Germany, the French Republic, and/or Her Majesty's Treasury or other relevant sanctions authority (including any person owned or controlled by any person subject to any Sanctions) ("**Sanctions**").

2. The representations given in paragraph 1 shall not be made by nor apply to Client if it qualifies as a resident party domiciled in the Federal Republic of Germany (Inländer) within the meaning of Sect. 2 paragraph 15 German Foreign Trade and Payments Act (Außenwirtschaftsgesetz) in so far as it would result in a violation of or conflict with Sect. 7 German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung), any provision of Council Regulation (EC) No 2271/96 or any other anti-boycott statute.

3. Client represents and warrants that neither Client nor any of its subsidiaries, directors or officers, or, to the best knowledge of Client, any affiliate or employee of it, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations (collectively, "**AML**") in any applicable jurisdiction.