

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement ("Agreement") is entered into effective as of [REDACTED], 20 [REDACTED] by and between The IntelliCAD Technology Consortium, a Washington State nonprofit corporation (the "ITC"), and [REDACTED] (the "Contractor").

**1. Scope of Services.** The Contractor shall perform services (the "Services") for the ITC as set forth on the attached **Exhibit A**, including implementing the stated system security requirements. The Contractor shall be responsible for maintaining, at his or her own expense, a place of work, any necessary equipment and supplies, and appropriate communications facilities.

**2. Work for ITC Competitors.** The parties recognize and agree that the Contractor shall not perform services for other persons or entities that design, manufacture, market or sell CAD goods or services in a competitive nature against the ITC, including without limitation Autodesk, [REDACTED] or [REDACTED].

### **3. Compensation and Expenses.**

a. **Compensation.** In consideration for performance of the Services and satisfaction of obligations under this Agreement, the ITC shall pay the Contractor [**\$ [REDACTED] USD**] per month, including [REDACTED] weeks paid personal time per year. The ITC will pay Contractor for Services within 30 days following receipt of an accurate invoice from Contractor that details the Services Contractor rendered during the prior month. Payment of the invoice confirms the acceptance by the ITC of the Services performed by the Contractor.

b. **Internet Service Provider (ISP) Expense.** The ITC shall pay Contractor [**\$110.00 USD**] per month for Contractor's ISP expenses, prorated for actual days of service.

c. **Expenses.** Upon presentation by the Contractor of an invoice accompanied by supporting documentation satisfactory to the ITC and in compliance with the ITC's policies and procedures, the ITC shall reimburse the Contractor monthly for reasonable expenses, including without limitation pre-approved travel expenses, incurred directly on behalf of the ITC in connection with the performance of Services hereunder.

d. **Performance Bonuses.** The ITC may, but shall not be required to, pay the Contractor bonus compensation in such amounts as may be determined by the ITC within guidelines established by the ITC. Such bonuses shall not exceed the amount of the Contractor's annual base compensation. The Contractor's bonus, if any, for the year shall be paid by the ITC at the time and in the form and manner provided under the terms of any applicable plan pursuant to which a bonus is awarded.

#### 4. Term and Termination of Agreement.

a. **Term and Termination Upon Notice.** The Contractor or the ITC may terminate this Agreement at any time by giving the other party twenty (20) business days' advance notice in writing. The term of this Agreement shall be twelve (12) months, which shall be automatically renewed, unless it is terminated by the parties as indicated above. Sections 9 and 11 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. The ITC may communicate such obligations to any other (or potential) client or employer of the Contractor.

b. The ITC may terminate this Agreement immediately upon discovery of any breach of this Agreement, including any provision of the *Certification of Compliance* referenced therein. The termination provisions set out in Section 10 of the *Certification of Compliance* is incorporated herein by reference. In the event of a termination of this Agreement by the ITC pursuant to this Paragraph, the ITC will have no further obligations or liabilities under this Agreement, and Contractor shall return to the ITC any advances previously paid to Contractor under this Agreement, except as provided in the *Certification of Compliance* attached as Appendix 1 hereto. Contractor will deliver to the ITC all of Contractor's work in progress.

c. **Return/Destruction of Source Code and other Confidential Information.** Upon termination of this Agreement, Contractor shall immediately return to the ITC all ITC source code and Confidential Information (as defined below), including all copies, prints, excerpts and other reproductions thereof which have come into Contractor's possession. In the alternative, Contractor may certify to the ITC, under penalty of perjury, that all ITC source code and Confidential Information, including all copies, prints, excerpts and other reproductions thereof, which have come into Contractor's possession have been destroyed.

d. **Unpaid Fees and Expenses.** Upon the termination of this Agreement under Subsection (a) above, the Contractor shall only be entitled to (i) the accrued and earned portion of his or her fee, and (ii) reimbursement of expenses that were incurred before the termination becomes effective and are reimbursable under this Agreement.

5. **No Employee Benefits.** The Contractor is not an employee of the ITC and, consequently, shall not be eligible to participate in any of the ITC's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs.

6. **Independent Contractor.** In performing Services for the ITC pursuant to this Agreement, the Contractor represents and warrants, and the parties agree, that the Contractor shall act in the capacity of an independent contractor with respect to the ITC and not as an employee of the ITC. As an independent contractor, the Contractor shall accept any directions issued by the ITC pertaining to the goals to be attained and the

results to be achieved by him or her but shall be solely responsible for the manner and hours in which he or she will perform his or her Services under this Agreement. The Contractor shall have no authority to bind the ITC, as an agent or otherwise. Contractor is solely responsible for all taxes, withholdings, and other similar statutory obligations including, but not limited to, workers' compensation insurance. Contractor will defend, indemnify and hold the ITC harmless from any and all claims made by any person or entity on account of a failure or alleged failure by Contractor to satisfy any such tax or withholding obligations.

**7. Compliance with Legal Requirements.** The Contractor shall comply at his or her expense with all applicable provisions of local laws, regulations, and codes relating to terms and conditions required to be fulfilled by independent contractors.

**8. Inventions and Work Product.**

a. The ITC shall own all right, title and interest (including patent rights, copyrights, trade secret rights, trademark rights, mask work rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by the Contractor that relate to the subject matter of, or arise out of, the Services or any Proprietary Information (as defined below) (collectively, the "Inventions"), and the Contractor shall promptly disclose and provide all Inventions to the ITC. The Contractor hereby makes all assignments necessary to accomplish the foregoing ownership. The Contractor shall further assist the ITC, at the ITC's expense, to further evidence, record and perfect such assignments and to perfect, obtain, maintain, enforce and defend any rights assigned. The Contractor hereby irrevocably designates and appoints the ITC as an agent and attorney-in-fact to act for and in the Contractor's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by the Contractor.

b. The Contractor agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) that the Contractor develops, learns or obtains that relate to the ITC or the business or demonstrably anticipated business of the ITC or that are received by or for the ITC in confidence, constitute "Proprietary Information." The Contractor shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, the Contractor shall not be obligated under this paragraph with respect to information that the Contractor can document is or becomes readily publicly available without restriction through no fault of the Contractor. Upon termination of this Agreement and as otherwise requested by the ITC, the Contractor shall promptly return to the ITC all items and copies containing or embodying Proprietary Information, except that the Contractor may keep his or her personal copies of his

or her compensation records and this Agreement. The Contractor also recognizes and agrees that the Contractor has no expectation of privacy with respect to the ITC's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that the Contractor's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

c. To the extent allowed by law, Subsection (a) above and any license to the ITC hereunder include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like. Furthermore, the Contractor agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the ITC may and is hereby authorized to use the Contractor's name in connection with promotion of its business, products and services and to allow others to do so. To the extent any of the foregoing is ineffective under applicable law, the Contractor hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. The Contractor shall confirm any such ratifications and consents from time to time as requested by the ITC. If any other person provides any Services, the Contractor shall obtain the foregoing ratifications, consents and authorizations from such person for the ITC's exclusive benefit.

d. If any part of the Services or Inventions is based on, incorporates or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating, technology or intellectual property rights owned or licensed by the Contractor and not assigned hereunder, the Contractor hereby grants the ITC and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of the ITC's exercise or exploitation of the Services, Inventions, other work performed hereunder or any assigned rights (including any modifications, improvements and derivatives of any of them).

**9. Warranty and Indemnity.** The Contractor warrants that (a) the Services will be performed in a professional and workmanlike manner and that none of the Services or any part of this Agreement is or will be inconsistent with any obligation that the Contractor may have to others, (b) all work under this Agreement will be the Contractor's original work, and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, the Contractor) and (c) the Contractor has the full right to allow him or her to provide the ITC with the assignments and rights provided for herein. The Contractor agrees to defend, indemnify and hold the ITC harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of (a) an alleged failure by the Contractor to satisfy any obligations in this Agreement or any other obligation (under this Agreement or

otherwise) or (b) any other action or inaction of the Contractor. Contractor represents and covenants that all information provided in the *Certification of Compliance* attached hereto as Appendix 1 is now and shall at all times remain true and accurate to the best of Contractor's knowledge and belief. Contractor shall renew this *Certification of Compliance* upon the ITC's request.

**10. Confidentiality.** While performing services under this Agreement, Contractor may have access to confidential information that belongs only to the ITC, its customers or its vendors. "Confidential Information" is any special or unique information about the ITC, its customers or its vendors that is not known to the general public, including client contact lists. For example, this may include information about employees, clients, trade secrets, marketing, sales, data processing, compensation, finances, strategies (e.g., mergers and acquisitions), and policies. Contractor could obtain this information in many different ways, including customer copy, proofs, printed matter, electronic information, or what someone tells Contractor. Unless it is necessary for the performance of Contractor's services, Contractor may not use, disclose, duplicate or remove from the ITC any Confidential Information while performing services for the ITC and after termination of this Agreement. Along with the obligation of not using or disclosing the ITC Confidential Information, Contractor is similarly prohibited from using or disclosing the Confidential Information of any former employers while performing services for the ITC.

**11. Non-solicitation of Employees and Customers.** During the term of this Agreement and for five years after the termination of this Agreement, Contractor will not directly or indirectly solicit or cause to be solicited any employees or customers of the ITC for the purpose of hiring them or inducing them to leave their employment or business relationships with the ITC.

**12. Assignment and Successors.** Contractor shall not assign any right or delegate any obligation hereunder without the ITC's prior written consent, and any purported assignment or delegation by Contractor hereto without the ITC's consent shall be void. This Agreement shall be binding upon and inure to the benefit of the ITC and its successors and the Contractor, his or her heirs, executors, administrators and legal representatives.

**13. Notice.** All notices under this Agreement shall be in writing and shall be deemed given when emailed to the other party at the email address last used by each party.

**14. Arbitration.** It is agreed that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, may at the sole option of one of the parties referred to and finally resolved by arbitration. Disputes submitted to arbitration shall be resolved in accordance with the rules of the Arbitration Service of Portland, Inc. The prevailing party in the arbitration shall be entitled to recover its or his costs and attorney's fees from the non-prevailing party. Should litigation, arbitration or other proceedings arise or become necessary as a result of any

breach of, or dispute regarding, this Agreement, the prevailing party shall, in addition to such other relief as may be granted, be entitled to recover from the non-prevailing party or parties the prevailing party's costs and expenses, and reasonable attorney fees in connection with such litigation, arbitration or proceedings, even if the matter never actually goes to trial or arbitration, or a formal lawsuit or arbitration proceeding is never filed. By signing this Agreement, Contractor agrees to be subject to personal jurisdiction in the State of Oregon. The place of Arbitration shall be the Portland, Oregon, United States of America. The language of the arbitration shall be English.

**15. Severability.** The parties intend that if a court or arbitrator holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court or arbitrator will modify the provision or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court or arbitrator will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Paragraph will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

**16. LIMITATION OF LIABILITY.**

a. EXCEPT AS OTHERWISE NOTED IN THIS PARAGRAPH 16, THE ITC WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES (WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEN, FORESEEABLE, KNOWN, OR OTHERWISE): (i) LOSS OF REVENUE; (ii) LOSS OF ACTUAL OR ANTICIPATED PROFITS; (iii) LOSS OF THE USE OF MONEY; (iv) LOSS OF ANTICIPATED SAVINGS; (v) LOSS OF BUSINESS; (vi) LOSS OF OPPORTUNITY; (vii) LOSS OF GOODWILL; (viii) LOSS OF REPUTATION; (ix) LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR (x) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED (INCLUDING LOSS OR DAMAGE OF THE TYPE SPECIFIED IN THIS PARAGRAPH 16A).

b. EXCEPT AS OTHERWISE NOTED IN THIS PARAGRAPH 16, THE ITC'S TOTAL CUMULATIVE LIABILITY TO CONTRACTOR, INCLUDING FOR DIRECT DAMAGES UNDER THIS AGREEMENT (AND WHETHER THE BREACH ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE, OR FOR ANY OTHER REASON), WILL NOT EXCEED THE SUM PAID OR PAYABLE TO CONTRACTOR BY CLIENT UNDER THIS AGREEMENT.

c. Contractor acknowledges that the limitations of liability are an essential part of this Agreement.

**17. Miscellaneous.** Any breach of Sections 7, 8, 9, 10 or 11 will cause irreparable harm to the ITC for which damages would not be an adequate remedy, and, therefore, the ITC shall be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement

at any time for any period shall not be construed as a waiver of such rights. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings. No changes or modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement may otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**18. Complete Agreement.** This Agreement, including Exhibit A hereto, is Contractor's entire Agreement with the ITC with respect to its subject matter as of its date, superseding any prior negotiations and agreements. This Agreement may not be changed in any respect except by a written agreement signed by both Contractor and an officer of the ITC.

**19. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties has executed this Agreement, in the case of the ITC by its duly authorized officer, as of the day and year first above written.

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CONTRACTOR:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Signature

[Mailing Address: ]

[Email: ]

[Phone: ]

COMPANY:

**THE INTELICAD TECHNOLOGY  
CONSORTIUM**

By \_\_\_\_\_

Title \_\_\_\_\_

## EXHIBIT A

### **Contractor Services:**

1. Design, develop and re-factor software pertaining to IntelliCAD following ITC development guidelines.
2. Attend virtual weekly team meetings, approximately one hour each week.
3. Provide the appropriate equipment and software for performing software development, such as the following:
  - a. High speed internet connection;
  - b. Appropriate hardware (fast processor, 1TB HD, 16Gb Ram);
  - c. Visual Studio 2022;
  - d. AutoCAD 2024 (required for reference).
4. Maintain a valid passport for travel.
5. Perform other tasks as requested by the ITC.

### **System Security Requirements of Contractor to perform Services:**

1. On all machines used, implement password protection protocol for both starting up machine and exiting screensaver.
2. On all machines, activate lock screen when stepping away from machine (e.g., CTRL-ALT-DEL and selecting Lock option). Set system settings on machine to automatically lock screen after 5 minutes of inactivity.
3. On all machines, encrypt all hard drives, including enabling Windows BitLocker for hard drives in Windows OS.
4. On all machines, continuously maintain operating system updated.
5. On all machines, implement and maintain anti-virus software.
6. On all machines, activate "Find My Device" protocols.
7. On all machines and portal accounts, use Strong Password protocols, including changing the passwords at least every six months.

## Appendix 1: Certification of Compliance

### CONTRACTOR HEREBY CERTIFIES THAT:

#### General Representations

1. *Application of U.S. Law.* Contractor understands that The IntelliCAD Technology Consortium (the “ITC”) is a U.S. entity. As such, U.S. laws, rules and regulations may apply to the Contractor’s activities with respect to services provided to the ITC under the Agreement (the “Services”). Contractor understands these U.S. laws, rules and regulations may also extend to the activities of Contractor’s agents as well as any third parties Contractor may engage in relation to the Services.
2. *Compliance with Laws.* In connection with the Services, the Contractor shall comply with all applicable U.S. laws and other laws applicable in the country(ies) in which the Contractor does business, including in particular:
  - 2.1 laws that prohibit bribery and corruption, including the U.S. Foreign Corrupt Practices Act; and
  - 2.2 economic and trade sanctions, including U.S. economic sanctions laws, rules and regulations.
3. *Compliance Procedures.* The Contractor has implemented or shall implement risk-based compliance procedures that are reasonably designed to ensure compliance with all applicable laws, rules and regulations, including those identified in clause 2 above.
4. *Notice of Future Violations.* The Contractor agrees that should he/she/it learn or have reason to know of any (i) material violation or suspected violation of or (ii) pending or imminent investigation, litigation or liability pursuant to applicable laws, rules, regulations in relation to the Services or (iii) facts that would make the certifications given herein untrue, he/she/it shall immediately disclose such violation, suspected violation, investigation, litigation, liability or facts to the ITC.
5. *Investigations/Audits.* Contractor agrees to provide reasonable cooperation in respect of any compliance review, investigation or audit that may be conducted by the ITC in relation to services rendered to the ITC. Upon notice of an intended review, investigation or audit, Contractor will, in a reasonable time, unless prohibited by law, make available to the ITC or a third party retained by the ITC: (i) persons within the control of Contractor who the ITC wishes to interview; and (ii) documents and data relating to the issue(s) under review, including, but not limited to, invoices and requests for expense reimbursement, supporting receipts, and any other records relating to the Services.
6. *Third Parties.* The Contractor must receive prior, written approval from the ITC before engaging any third parties in providing the Services. Contractor shall not engage or otherwise deal, directly or indirectly, in relation to the Services with any entity or individual that is the target of U.S. economic sanctions.

7. *Politically Exposed Persons.* Except as disclosed in writing to the ITC, no politically exposed person or immediate family member or close associate of any politically exposed person holds a legal or beneficial ownership interest, position, or title in any entity of Contractor nor an ownership interest, position or title in any agent or affiliate of any entity of Contractor.<sup>1</sup> If during the term of this relationship, any politically exposed person acquires such an interest, position or title in any entity of Contractor, Contractor shall promptly notify the ITC and the ITC may take such actions as it deems appropriate under the circumstances.

8. *Sanctioned Persons.* Except as disclosed in writing to the ITC, no entity or individual holds a legal or beneficial ownership interest, position, or title in any entity of Contractor nor an ownership interest, position or title in any agent or affiliate of any entity of Contractor who (i) appears on denied, restricted and/or prohibited parties lists including without limitation, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List and Sectoral Sanctions Identification List administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, among others (“Sanctions Lists”); (ii) is 50% or more owned in the aggregate by entities or individuals on applicable Sanctions Lists; or (iii) is otherwise a national or resident of Iran, Cuba, North Korea, the Crimea, Luhansk or Donetsk regions of Ukraine, or Syria (“Sanctioned National”). If during the term of this relationship, any individual or entity described above acquires such an interest, position or title in any entity of Contractor, Contractor shall promptly notify the ITC and the ITC may take such actions as it deems appropriate under the circumstances.

9. *Payments.*

9.1 Contractor shall not make any payment, disbursement, distribution or submission of any kind to any governmental agency or third-party entity in relation to the Services without the express written authorization of the ITC, except where such transfer is entirely consistent with General License No. 13H issued by the Office of Foreign Assets Control (Appendix 2 hereto) to pay taxes, fees, or import duties, and to purchase and receive permits, licenses, registrations, certifications, or tax refunds provided such transactions are ordinarily incident and necessary to the day-to-day operations in the Russian Federation of such U.S. persons or entities and do not in any way run afoul of paragraph (b) of that General License.

9.2 All payments to Contractor under this Agreement shall be made to an account in Contractor’s name held with a financial institution that is not targeted by U.S. economic sanctions. The ITC shall not, under any circumstances, be obligated to pay Contractor through any account that does not comply with this provision.

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<sup>1</sup> For purposes hereof, a “politically exposed person” is a current or former senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a current or former senior official of a major political party, or a current or former senior executive of a government-owned commercial enterprise. The term includes any corporation, business or other entity that has been formed by, or for the benefit of, a politically exposed person. An “immediate family member” means spouses, parents, siblings, children and a spouse’s parents and siblings. A “close associate” means a person who is widely and publicly known (or is actually known) to be a close associate of a politically exposed person.

10. *Consequences of Sanctions and/or Restrictive Measures.* If at any time during the term of the Agreement, the Russian Federation, the United States and/or any other jurisdiction, including, for the avoidance of doubt, their competent public authorities and/or regulatory agencies, adopt any laws, decrees, directives, regulations, instructions, resolutions, orders, requirements, decisions, guidelines or other similar acts that impose, directly or indirectly, any restrictive and/or special economic and/or other similar sanctions measures (including, without limitation, bans or restrictions on engaging in certain deals, financial transactions and/or other actions) in respect of or in relation to: the ITC; the Contractor; and/or any activity of either Party which, directly or indirectly prevent, hinder or limit the Contractor's or the ITC's ability to perform under the Agreement, the following consequences will apply:

10.1 The Parties obligations under the Agreement will terminate.

10.2 Any pre-payment made to Contractor shall be deemed the property of Contractor and shall not be recoverable by the ITC.

10.3 The ITC shall pay not be liable for any further payments to Contractor, irrespective of whether such payments would otherwise be owed for work previously performed.

10.4 This provision shall not be construed in any way to require either Party to violate applicable laws, rules or regulations in the Russian Federation, the United States and/or any other jurisdiction.

11. *Anti-Corruption.* The ITC takes a zero-tolerance approach to bribery and/or corruption and expects all those who they have dealings with to act in a similar manner. The Contractor shall comply with all applicable requirements of legislation relating to anti-bribery and corruption and have adequate procedures in place to address the risk of bribery and corruption in relation to the Services.

12. And all information provided herein is true and accurate to the best of my knowledge.

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Contractor Name

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Contractor Signature

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Date

## Appendix 2



DEPARTMENT OF THE TREASURY  
WASHINGTON, D.C.

### OFFICE OF FOREIGN ASSETS CONTROL

#### Russian Harmful Foreign Activities Sanctions Regulations 31 CFR part 587

#### GENERAL LICENSE NO. 13H

#### Authorizing Certain Administrative Transactions Prohibited by Directive 4 under Executive Order 14024

(a) Except as provided in paragraph (b) of this general license, U.S. persons, or entities owned or controlled, directly or indirectly, by a U.S. person, are authorized to pay taxes, fees, or import duties, and purchase or receive permits, licenses, registrations, certifications, or tax refunds to the extent such transactions are prohibited by Directive 4 under Executive Order 14024, *Prohibitions Related to Transactions Involving the Central Bank of the Russian Federation, the National Wealth Fund of the Russian Federation, and the Ministry of Finance of the Russian Federation*, provided such transactions are ordinarily incident and necessary to the day-to-day operations in the Russian Federation of such U.S. persons or entities, through 12:01 a.m. eastern daylight time, April 17, 2024.

(b) This general license does not authorize:

(1) Any debit to an account on the books of a U.S. financial institution of the Central Bank of the Russian Federation, the National Wealth Fund of the Russian Federation, or the Ministry of Finance of the Russian Federation; or

(2) Any transactions otherwise prohibited by the Russian Harmful Foreign Activities Sanctions Regulations, 31 CFR part 587 (RuHSR), including transactions involving any person blocked pursuant to the RuHSR, unless separately authorized.

(c) Effective January 18, 2024, General License No. 13G, dated November 2, 2023, is replaced and superseded in its entirety by this General License No. 13H.

**Bradley T. Smith** Digitally signed by Bradley T. Smith  
Date: 2024.01.18 07:36:38 -05'00'

Bradley T. Smith  
Director  
Office of Foreign Assets Control

Dated: January 18, 2024