



#### **AHI IMPORT AND EXPORT TRADE CONTROL COMPLIANCE REQUIREMENTS**

- a. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations (“EAR”) of the U.S. Department of Commerce, the International Traffic in Arms Regulations (“ITAR”) of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in regulations issued by the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, “Trade Control Regulations”). Seller, at its sole expense, agrees to comply with all laws and regulations of the United States and other countries related to exports and imports including obtaining all required authorizations from the U.S. or other applicable governments.
  
- b. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Regulations. Seller shall not transfer (to include transfer, both within and outside the United States, to foreign persons employed by or associated with, or under contract to Seller, or Seller’s sub-tier suppliers or Seller’s non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.
  
- c. Upon Buyer’s request, Seller shall provide Buyer with the export control classification of any Deliverable.
  
- d. Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Regulations. A copy of process control documents and other documents reasonably requested by Buyer related to Seller’s compliance with applicable Trade Control Regulations shall be made available to Buyer upon request.
  
- e. Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller’s export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.
  
- f. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Regulations, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller’s performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.
  
- g. Seller shall incorporate into any contracts with its sub-tier suppliers, obligations no less restrictive than those set forth in this clause requiring compliance with all applicable Trade Control Regulations.