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US Export and Trade Compliance

(rev. 05/27/2025)

- Distributor/Customer/Supplier/Contractor (“AFL Partner”) understands and acknowledges that any commodities, hardware, software, and/or technology/technical data (collectively, “Products”) purchased or received from AFL Telecommunications, LLC or any of its subsidiaries or affiliates (hereinafter, collectively, “AFL”) may be subject to U.S. export control/trade compliance laws and regulations (collectively, “U.S. Export Controls”), including but not limited to, the following:
 - The Export Administration Regulations (“EAR”) (15 C.F.R. Parts 730-774), which are applicable to the export, re-export and in-country transfer of commercial, dual-use and certain less sensitive military/defense-related items and which may impose requirements on re-exports and in-country transfers of the Products (or foreign-made items incorporating the Products) based on factors such as (i) the classification of the Products; (ii) the ultimate end use of the Products or (iii) the specific parties involved in the transaction.
 - The International Traffic in Arms Regulations (“ITAR”) (22 C.F.R. Part 120 et seq.), which impose licensing requirements on exports and reexports/retransfers of military and defense-related commodities (Defense Articles), technology (Technical Data) and services (Defense Services) identified on the U.S. Munitions List (22 C.F.R. §121.1) and which prohibit the export or retransfer of Defense Articles, Technical Data or Defense Services to countries (and nationals of such countries) that are subject to U.S. or unilateral arms embargoes, as set forth in 22 C.F.R. §126.1.

- Sanctions laws and regulations administered and enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”), as set forth in Title 31, Chapter V of the C.F.R., which prohibit exports, re-exports/retransfers of U.S.-origin items to and financial transactions with certain countries subject to United Nations and/or U.S. sanctions or embargoes (e.g., Iran, Sudan, Syria, Cuba, North Korea, Crimea Region of Ukraine), as well as transactions involving individuals and entities that have been identified in lists of restricted parties maintained by the U.S. Government.
- AFL Partner understands and acknowledges that it has the sole responsibility for determining and complying with any requirements of U.S. Export Controls that may be applicable to its use and/or subsequent sale, distribution, re-export or transfer of the Products. AFL Partner certifies that it will comply with all requirements of U.S. Export Controls applicable to its activities involving the Products and will not, directly or indirectly, export, re-export or retransfer any Products except as authorized under U.S. Export Controls. In particular:
 - AFL Partner will apply for and obtain any required export, re-export or retransfer licenses, approvals or other authorizations required for its transactions under U.S. Export Controls
 - AFL Partner will not export, transfer, re-export or otherwise release the Products to any country, person or entity that is subject to U.S. Government export or trade restrictions, as identified on lists maintained by the U.S. Government. A consolidated list of persons and entities subject to prohibitions and restrictions under U.S. Export Controls can be found at: <https://www.trade.gov/data-visualization/csl-search>
 - For Products subject to ITAR controls, AFL Partner will not, directly or indirectly, export or retransfer the Products to any country that is subject to a U.S. arms embargo or other restrictions, or to nationals of any such countries. Such countries are identified in 22 C.F.R. §126.1 and on the website of the [Directorate of Defense Trade Controls, U.S. Department of State](#).

- AFL Partner certifies that it will not sell, distribute, export, reexport or otherwise transfer Products received from AFL to any party if AFL Partner knows or has reason to know that the Products will be used, directly or indirectly, in any of the following activities that are subject to restrictions under U.S. Export Controls:
 - “Nuclear explosive activities,” “unsafeguarded nuclear activities” or “safeguarded and unsafeguarded nuclear activities” as described in 15 C.F.R. §744.2.
 - The design, development, production or use of “rocket systems” or “unmanned air vehicles” as described in 15 C.F.R. §744.3.
 - The design, development, production, stockpiling, or use of chemical or biological weapons, as described in 15 C.F.R. §744.4.
 - In connection with any foreign maritime propulsion project, as described in 15 C.F.R. §744.5.
 - For a “military end use” or to a “military end user” in Russia, Belarus, Venezuela, China, Burma (Myanmar), Nicaragua or Cambodia, wherever located as described in 15 C.F.R. §744.21(a), or in Iraq, as described in 15 C.F.R. §746.3(a)(4), unless otherwise authorized under the EAR.
 - For a ‘military intelligence end use’ or a ‘military intelligence end user’ in the People’s Republic of China, Russia, Venezuela, Burma or Cambodia as described in 15 C.F.R. §744.22; or a country listed in Country Groups E:1 or E:2 as defined in 15 C.F.R. §740 Supplement 1.

- AFL Partner certifies that neither the company, its principal officers nor any of its owners (which includes any person or entity that, directly or indirectly, holds 50 percent or more of the ownership shares of the company) has been identified by the U.S. Government as subject to any trade or economic sanctions, including identification by the U.S. Department of the Treasury, Office of Foreign Assets Controls (“OFAC”) as a “Specially Designated National or Blocked Person” as set forth in the list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default>.
- AFL Partner understands and acknowledges that, in performing under this Agreement, it must comply with the requirements of the U.S. Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C., § 78dd-1 et. seq., which prohibits any offer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a foreign official to influence the foreign official in his or her official capacity, induce the foreign official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person.
- AFL Partner confirms that it will immediately provide written notification to AFL if:
 - There is a material change to any of the certifications provided herein
 - The AFL Partner discovers, learns or is notified that it engaged in any activities that are not in compliance with the certifications made above or with the requirements of U.S. Export Controls
 - The AFL Partner is identified on any list of sanctioned/restricted individuals or entities maintained by the U.S. Government or a multilateral/international organization.
 - The AFL Partner is charged with violations of any U.S. Export Controls by the U.S. Government or any agency thereof

- The AFL Partner is “debarred” or otherwise restricted by any U.S. Government agency (*e.g.*, the subject of a policy of denial for licensing matters, subject to revocation/suspension of existing licenses, the subject of a temporary denial order)
- AFL Partner understands and acknowledges that the obligations described herein shall survive the expiration or termination of any agreement or contract between AFL and Partner, and applies to the AFL Partner listed below as well as to subsidiaries and affiliates of the Partner.

INDEMNIFICATION

AFL Partner hereby agrees to indemnify and hold harmless AFL, its employees, customers, assigns, and others as to any claim asserted against AFL or its employees or its customers or its assigns or others alleging any liability arising out of any negligent or intentional wrongful acts of AFL Partner or its employees, agents, associates, or assigns that occur during the term of this Agreement. Such liability shall include, but is not limited to, damages (including punitive damages), costs, fees, and expenses, including all costs (inclusive of legal fees and penalties) arising from investigations or proceedings by a governmental agency or entity.

If you have any questions regarding the AFL Export & Trade Compliance Program or the information contained on this page, please contact us at AFLExports@aflglobal.com