

## INTERNATIONAL REQUIREMENTS:

### 1. Origin of Products and Parts

#### a. Products and Parts originating in the United States (US)

When Products and Parts provided under this Agreement originate in the US, prior to its first shipment of Products and Parts to Cirrus, Seller shall provide Cirrus' International Trade Compliance Department with a valid Manufacturer's Affidavit, or a Certificate of Origin representing through the document that the Products and Parts in question have undergone a substantial transformation in the US as required by Customs and Border Protection (CBP). (19 CFR 10.1.2[e])

Frequency of submittal: Subsequent to the initial submittal, if any change occurs in the country of origin of Products and Parts provided under this Agreement, Seller must submit an appropriate new Certificate of Origin. At Seller's option, if origin changes frequently, Seller may provide a new Certificate of Origin with each shipment of Products and Parts.

#### b. Products and Parts Originating Outside the US

In all cases, when Products and Parts provided under this Agreement originate outside of the US, prior to its first shipment of Products and Parts to Cirrus, Seller shall provide Cirrus a Certificate of Origin, specifying the country of origin, including supplier name, Cirrus part number, part description, and, as requested, any other documentation that is reasonably required for Customs compliance. The Certificate of Origin shall represent that the Products and Parts in question have undergone a substantial transformation in the indicated country as required by CBP (19 CFR 10.1.2[e]).

Frequency of submittal: Subsequent to the initial submittal, if any change occurs in the country of origin of Products and Parts provided under this Agreement, Seller must submit an appropriate new Certificate of Origin. At Seller's option, if origin changes frequently, Seller may provide a new Certificate of Origin with each shipment of Products and Parts.

#### c. Products and Parts originating in North America

When Products and Parts provided under this Agreement originate in North America, if such is available, Seller shall, prior to its first shipment of Products and Parts to Cirrus, provide Cirrus' International Trade Compliance Department with a valid, accurately completed North American Free Trade Agreement (NAFTA) Certificate of Origin (Form 434 or Certificate) for all Products and Parts that qualify for preferential duty treatment under NAFTA. NAFTA Certificate of Origin forms are available at <http://www.cbp.gov/nafta/resource.htm>. Unless Cirrus requests individual Certificates for each shipment, Seller may provide Certificates annually to cover multiple shipments. Certificates must be completed with entries in every block in accordance with instructions supplied with Form 434.

In accordance with NAFTA rules, Seller shall notify Cirrus in writing of any changes that might result in the Products and Parts being ineligible for preferential duty treatment under NAFTA. Seller recognizes that the Certificate will be used by Cirrus as proof of eligibility for duty preferential treatment, and Seller agrees to provide full cooperation to Cirrus for any US, Canadian, or Mexican Customs inquiries into NAFTA claims that arise out of any Product or Parts furnished under this Agreement.

Seller shall send or e-mail signed Manufacturer's Affidavits, signed Certificates of Origin and other statements specifying the county of origin to Cirrus' International Trade Compliance Department at the following address or e-mail address:

ATTN: Manager, International Trade Compliance

Cirrus Design Corporation  
4515 Taylor Circle  
Duluth, MN 55811

FAX: (\_\_\_\_) \_\_\_\_-\_\_\_\_

EMAIL:

Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, supplier, or subcontractors at any tier, in performance of any of its obligations under this Section 20.1, including paragraphs 20.1.1 through 20.1.5.

2. Classification of Products and Parts for International Traffic in Arms Regulations (ITAR) and U.S. Export Administration Regulations (EAR) Export Restrictions Notification.
  - a. For each item of Technology (as defined in EAR: 15 CFR 768.799) Products and, Parts, and Technology provided under this Agreement, Seller shall provide, prior to first delivery of the Products, piece parts and component assemblies, Parts or Technology, the Export Control Classification Number (ECCN) under the EAR for that item of, even if Products and, Parts, and Technology are not U.S. origin.
  - b. For each item of Products and Parts provided under this Agreement, Seller shall provide, prior to first delivery of the Products, piece parts and component assemblies, the Harmonized Tariff Schedule of the United States (HTSUS) classification and the Schedule B classification, if different, for that Products and Parts
  - c. Prior to shipment of such Products and, Parts, and Technical Data, ( as defined in ITAR: 22 CFR 120-128 and 130) Seller shall notify Cirrus as to whether any Products, piece parts and component assemblies Product, Part or Technical Data provided under this contract are is controlled by the US International traffic in Arms Regulation (ITAR) as indicated by inclusion on the US Munitions List (USML) or inclusion on a similar control list of a foreign government even if Products, Parts, Tooling, and Technical Data are not U.S. origin but their characteristics would fall within the USML descriptions.
  - d. Prior to shipment of such Products and Parts, Parts, Tooling, or Technology, Seller shall notify Cirrus as to whether any Products, piece parts and component assemblies Parts or Tooling, or Technology provided under this contract are subject to export restrictions under the US Export Administration Regulations (EAR) or are otherwise covered by the "dual use" categories under the Wassenaar Agreement.
  - e. Seller certifies, to the best of its knowledge and belief, that:
    - i. No United States government ("Federal") appropriated funds have been paid or will be paid, by or on behalf of Seller, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Seller shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. Seller shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under subgrants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv. This language in this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 3. International Sourcing

Should Seller decide to relocate any of its manufacturing of Products and Parts internationally, Seller must notify Cirrus of the proposed relocation a minimum of 180 days prior to the planned relocation. Seller shall comply with all government regulations (See e.g. 20.4) and all applicable provisions of this Agreement.

All shipments of Products and Parts from international sources must be packaged utilizing tamper resistant security seals either on individual boxes or on containers. Place of packing of Products/containers must be indicated on the packing list accompanying each shipment.

### 4. Government Regulations

- a. The Products and Parts and Data covered by this Agreement may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.
- b. Seller acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of products, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such products, g and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such products and data, and (4) the export or disclosure of such products and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad.
- c. Upon request of Cirrus, Seller shall promptly and without additional cost to Cirrus furnish any documentation, including import certificates or end user statements, which is reasonably necessary to support the requesting party's application for US import or export approval.

- d. Seller represents, warrants and covenants that no Products, Parts or Data submitted under this Agreement and no items or data provided to Seller by Cirrus will be imported, exported, or re-exported by Seller contrary to these statutes and regulations and applicable non-US import and export laws and regulations. Seller shall comply with all export regulations and shall not export any proprietary Data, information, tooling or other manufacturing aids, or technology owned by Cirrus, without the express written agreement of Cirrus.

Seller acknowledges that Cirrus may be required by U.S. export control regulations to prevent the disclosure of certain technical data to individuals who are not U.S. citizens or permanent resident aliens.

For purposes of compliance with U.S. export control regulations, Seller shall ensure that all workers performing work pursuant to this Contract are U.S. citizens or permanent resident aliens and shall indemnify the Cirrus against all fines, penalties, costs and expenses incurred by the Cirrus as the result of a failure by Seller to comply with such a requirement.

- e. If Seller wishes to supply to Cirrus any Products, Parts or Data that are controlled under the provisions of the Export Administration Act, the EAR, the US Arms Export Control Act or the ITAR, Seller shall first obtain Cirrus' written consent. Upon consent by Cirrus, Seller will provide certification that the Products, Parts and Data are EAR or ITAR controlled. If the Products, Parts and Data supplied by Cirrus are not controlled under the provisions of the Export Administration Act, the EAR, the US Arms Export Control Act or the ITAR, Seller will provide Cirrus certification that the Products, Parts and Data are not EAR or ITAR controlled. Requests for consent and the certifications required by this paragraph shall be addressed to Cirrus' Manager, International Trade Compliance.
- f. Seller shall package ITAR Products and Parts separate from non-ITAR Products and shall prominently mark the packaging: "Products subject to ITAR control." Data, technology and source code subject to ITAR control shall be prominently marked: "Subject to ITAR control."
- g. Seller shall package Products and Parts subject to export restrictions under the EAR separately. The packaging of such Products and Parts shall be prominently marked: "Subject to Export restrictions." Data, technology and source code subject to export restrictions under the EAR shall be prominently marked: "Subject to Export restrictions." This obligation is not applicable to Products, Parts or Data that are EAR99.
- h. Seller shall identify all Products, Parts, Data and technology subject to control under the EAR by providing a certification as to the appropriate ECCN and the reason(s) for control to Cirrus' Manager, International Trade Compliance.
- i. Seller shall indemnify and hold Cirrus harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising from Seller's failure to comply with the above referenced laws and regulations and the provision of this Section 20 requiring compliance with such laws and regulations.