

## CUSTOMER CERTIFICATION OF END USE AND EXPORT COMPLIANCE

Customer understands that the commodities, software, and/or technology it purchases may be subject to export, re-export, or other restrictions under the laws of the country of manufacture, the country of the seller/distributor, and the country in which the Customer resides. Therefore, Customer, on behalf of itself, its subsidiaries and affiliates, warrants and agrees to abide by all applicable laws and regulations relating to the export and re-export of such commodities, software, and/or technology and the direct products thereof in relation to goods obtained by Customer and its subsidiaries and affiliates. In particular:

- Customer understands that U.S. origin commodities, software, and/or technology, exported from the U.S., and/or foreign manufactured products made with U.S. origin technology of more than de minimis U.S. component content are subject to U.S. re-export laws. In the event of re-export, Customer will ensure that the required permissions (license, license exception, etc., as applicable) will be obtained.
- 2. Customer certifies that the commodities, software, and/or technology will not be used, sold, re-exported or incorporated into products used directly or indirectly, in the design, development, production, stockpiling, or use of chemical or biological weapons, nuclear programs (including activities related to nuclear explosive devices, nuclear reactors, and nuclear fuel-cycle activities), missiles (including cruise and ballistic missile systems, space launch vehicles, sounding rockets, target drones, remotely piloted vehicles, and reconnaissance drones), and maritime nuclear propulsion projects except as authorized under applicable laws and regulations relating to the manufacture, export and/or re-export of these items.
- Customer certifies that the commodities, software, and/or technology will not be sold, re-exported or incorporated into products for use by military, police, or intelligence entities, or for any space applications except as authorized under applicable laws and regulations relating to the manufacture, export and/or reexport of items to such entities.
- 4. Customer certifies that the commodities, software, and/or technology will not be used directly or indirectly, sold, re-exported or incorporated into products for foreign vessels or aircraft except as authorized under applicable laws and regulations relating to the manufacture, export and/or re-export of these items.
- Customer certifies that the commodities, software, and/or technology will not be used directly or indirectly, sold, re-exported or incorporated into products for the benefit of persons and entities named on the EU, US or other Government Restricted Party or Denied Party lists (RPL or DPL)
- 6. Customer certifies that no commodities, software, and/or technology obtained from Arrow, will be exported or re-exported (directly or indirectly), diverted, or transshipped to or via any country in violation of any U.S., UN embargo or EU embargo, nor will controlled goods in their original state be shipped or moved to a Free Trade Area/Zone without appropriate licenses being issued by relevant authorities.