

NTT Ltd. Client Trade Compliance Terms

1 Introduction

- 1.1 These Client Trade Compliance Terms ('**Terms**') form an integral part of the Agreement concluded between NTT and Client for the delivery of Products or provision of Services by NTT to Client.
- 1.2 These Terms are maintained on services.global.ntt (or successor site) and may be updated by NTT from time-to-time (effective upon publication).

2 Definitions

- 2.1 Capitalized terms used but not defined in these Terms will have the same meaning set out in the Agreement, provided that if, for any reason, the following terms are excluded from, or are otherwise defined in, the Agreement, each will (in lieu of any conflicting definition) have the following meaning as applied in this Policy:

Affiliate means a legal entity that controls, is controlled by, or that is under common control with either Client or NTT. For purposes of this definition, 'control' means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Applicable Laws means any court judgement or statute, by-law, directive, treaty, regulation, rule or policy issued by a regulatory authority which is applicable to the general business operations of a party and (a) in the case of NTT, is applicable to NTT's delivery, provisioning and billing of the Products or Services; and (b) in the case of Client, is applicable to Client's receipt, use of, and payment for the Products or Services.

Trade Compliance Laws means Applicable Laws relating to export controls, economic sanctions, customs and restrictions on international trade and investment.

3 Trade Compliance Obligations

- 3.1 Client represents and warrants that:
 - (a) it and all its Affiliates have complied with and will continue to comply with all Trade Compliance Laws in connection with their general business operations and performance under this Agreement;
 - (b) except as disclosed in advance in writing to NTT, neither it nor any of its Affiliates:
 - (i) are designated on any list of entities or individuals subject to economic sanctions, export controls, or similar trade or investment restrictions issued by any government, including, without limitation, the People's Republic of China, Japan, the European Union, the United Kingdom, Australia, Singapore, and the United States; and
 - (ii) are nationals of, or located or organized under the laws of, North Korea, Syria, Cuba, Iran, or the regions of Crimea (including Sevastopol), Donetsk and Luhansk; and
 - (iii) are majority owned or controlled, directly or indirectly, by one or more persons described in subclauses (a) or (b);
 - (c) it will not (nor will it permit any Affiliate to) sell, distribute, disclose, release, or otherwise transfer any Product or Service (which includes any item, commodity, software, or technical data as those terms are used in Trade Compliance Laws) provided by NTT to Client under the Agreement to:
 - (i) any country designated as a 'State Sponsor of Terrorism' by the U.S. Department of State;
 - (ii) any entity located in, or owned by an entity located in a 'State Sponsor of Terrorism' country or North Korea;
 - (iii) the region of Crimea (including Sevastopol), Donetsk and Luhansk; or
 - (iv) any person or entity listed on the 'Entity List' or 'Denied Persons List' maintained by the U.S. Department of Commerce, the list of 'Specifically Designated Nationals and Blocked Persons' maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government, unless NTT notifies Client in writing in advance that such item or technical data is not of U.S. origin or otherwise subject to U.S. jurisdiction under any Trade Compliance Laws;
 - (d) it will comply with (and will ensure its Affiliate's compliance with) the requirements of any license or end-user certificate issued pursuant to any Trade Compliance Laws with respect to any Product or Service (which includes any item, commodity, software, or technical data) provided by NTT to Client under the Agreement.
- 3.2 Client will notify NTT in writing within 10 business days of receiving knowledge of any inaccuracy in, or violation of, the commitments, representations, and warranties in clause 3.1 above. For the avoidance of doubt, a breach of these Terms is a material breach of the Agreement.