

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 DATA and Client for the delivery of Products or provision of Services by NTT DATA to Client.
- 1.2 These Terms are maintained on services.global.ntt (or successor site) and may be updated by NTT DATA from time to time (effective upon publication).

2 Definitions

- 2.1 Capitalised 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 (instead of any conflicting definition) have the following meaning as applied in this Policy:

Affiliate means a legal entity that controls, is controlled by, or is under common control with either Client or NTT DATA. 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 applies to the general business operations of a party and (a) in the case of NTT DATA, applies to NTT DATA's delivery, provisioning and billing of the Products or Services; and (b) in the case of Client, applies to Client's receipt, use of, and payment for the Products or Services.

Trade Circumvention means Client activities to bypass or evade Trade Compliance Laws by using deceptive means to conceal the true nature of the transaction, such as routing the transaction through third parties or intermediaries to hide the true origin/destination, misrepresenting goods' classifications, end-use, or specifications; using front companies or shell entities to mask real parties involved; falsifying shipping documents or other trade paperwork or making unauthorised modifications to controlled items.

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

Trade Sanctions List means an official government-maintained list or register of individuals, companies, and organisations who pose risks to national security, foreign policy interests, or pose other regulatory concerns, that are subject to specific trade restrictions imposed by that government.

3 Trade Compliance Obligations

- 3.1 NTT DATA has taken all reasonable measures to ensure that the Products and Services comply with applicable Trade Compliance Laws.
- 3.2 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 DATA, neither Client 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, Australia, the European Union, Japan, Singapore, the United Kingdom and the United States; and
 - (ii) are nationals of, or located or organised 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 DATA 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 any Trade Sanctions List;
 - (d) it will comply with (and will ensure its Affiliate's compliance with) the requirements of any license or end-user certificate issued under any Trade Compliance Laws concerning any Product or Service (which includes any item, commodity, software, or technical data) provided by NTT DATA to Client under the Agreement.
- 3.3 The Client will notify NTT DATA in writing within ten business days of learning of any inaccuracy in or violation of the commitments, representations, and warranties in clause 3.2 above. A breach of these Terms is a material breach of the Agreement.

- 3.4 If NTT DATA reasonably (i) suspects that Client has engaged in or attempted to engage in Trade Circumvention activities, or (ii) determines that the delivery or performance of any ordered Product or Service would expose NTT DATA (or any Affiliate of NTT DATA) to any sanction, liability, prohibition, penalty, or restriction under any Trade Compliance Laws, then NTT DATA will have the right to immediately terminate the Agreement by written notice to Client. Upon such termination, Client indemnifies NTT DATA for any losses, penalties, or liabilities arising from such Trade Circumvention activities. Client acknowledges that this provision is a material term of the Agreement.