

Trade Law Compliance

Export Control and Sanctions Compliance

Each Party will comply with the terms of the provisions Trade Law Compliance.

1. Each Party warrants that:

a) It shall comply with all applicable Trade Laws in the performance of the Agreement. "Trade Laws" mean all laws, regulations, and policies concerning economic sanctions, anti-boycott laws, restricted party lists, trade controls on the import, export, re-export, transfer, transit of services, goods, technology or software, including those of the European Union and its member states, the United Nations, the United States of America, or any other laws applicable to a Party or to the Agreement.

For the purpose of this document, "Agreement" means the contractual relationship between DHL and the Customer, including the Offer of Carriage and Related Services and, where applicable, any Contract concluded between DHL and the Customer.

b) It is not a Restricted Person and will not involve Restricted Persons, directly or indirectly, in connection with any transaction or shipment under the Agreement. "Restricted Person" means any natural or legal person that is:

i) listed on the Consolidated Financial Sanctions List of the European Union or the Specially Designated Nationals List (SDN List) of US Department of the Treasury's Office of Foreign Assets Control (OFAC);

ii) listed on other applicable governmental denied or restricted party lists; or

iii) acting on behalf of, or owned or controlled by, a Person described in (i) or (ii).

For the purposes of the Agreement, "owned by" means directly or indirectly owned 50% or more by one or more Restricted Persons. Control is as defined by applicable Trade Laws.

c) It will promptly notify the other Party in writing if it becomes aware of a violation that any transaction or shipment under the Agreement violates Trade Laws.

2. Customer agrees that:

a) It shall not tender or cause to have tendered any Controlled Military Items to DHL for carriage. Controlled Military Items mean items that are designed or modified for military use and that are identified on a munitions or Military Control List. As a minimum, Controlled Military Items include all items on the Wassenaar Munitions List and Common Military List of the European Union as well as EAR 500 & 600 series items within the U.S. Commerce Control List.

b) In the case of items which are subject to the U.S. Export Administration Regulations, Customer shall not tender or cause to have tendered such items to DHL for shipment to U.S. Bureau of Industry and Security-listed Persons, Restricted Persons or to Restricted Jurisdictions.

c) Where DHL is not directly involved in the segment to or from any Restricted Jurisdiction, Customer shall not cause DHL to participate in a portion of a shipment or supply chain that forms part of an overall transaction that is originating from or ultimately destined to Restricted Jurisdictions. Restricted Jurisdictions are outlined in 'MyDHL+' booking system and available at https://mydhl.express.dhl/gb/en/help-and-support/shipping-advice/what-documents-do-i-need.html#/sanction_documents.

d) It will have obtained all licenses required and will disclose to DHL any and all information necessary for DHL to handle Customer's shipments and provide the Service in compliance with applicable Trade Laws, including export control classification information for the shipment and copies of requisite authorizations.

3. DHL has the right to refuse services to comply with obligations under these trade compliance contract clauses and applicable Trade Laws. DHL may apply additional due diligence for shipments to Restricted Persons or Restricted Jurisdictions, including requiring Customer to sign a Letter of Indemnity or similar document.

4. DHL does not act for or on behalf of Customer or its affiliates or any third party as (i) Exporter for export control purposes; or (ii) applicant or holder of any authorization, license, or permits required under applicable Trade Laws.

5. Any shipment that violates the terms of the Agreement is deemed undeliverable and DHL may exercise its rights under Section 3 of the DHL Express Terms and Conditions of Carriage.

6. Notwithstanding any other provisions of the Agreement, each Party may immediately suspend or terminate the Agreement without liability on its part:

- i. in the event of any breach or failure of the other Party to comply with any of the warranties, conditions, representations, and undertakings set forth in this section; or
- ii. in the event any Trade Laws in any way prevent, restrict, or prohibit performance of either Party's obligations as required by the Agreement

7. To the extent permitted by applicable law, each Party (the "Indemnitor") agrees to indemnify and hold harmless the other Party against any damages, claims and costs, including but not limited to reasonable attorney fees and any fines or penalties from relevant authorities resulting from the Indemnitor's breach of these trade compliance contract clauses.