

CUSTOMER CONTRACT REQUIREMENTS
Israel 2410 JDAM
CUSTOMER CONTRACT 4441542375

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

441021090 DSCA Requirements .

1. Seller agrees that authorized representatives of the Government of the United States shall have access to and the right to examine, for a period of three (3) years following the final Customer payment to the Buyer, any of the Seller's directly pertinent books, documents, papers, or other records involving transactions related to this contract. Exemptions to this requirement are listed below:

- a. Orders equal to or less than \$100,000 in value
- b. Orders awarded to the Seller on competitive lowest responsive bid or best bid/best value basis.
- c. Orders for common hardware and/or raw materials.
- d. Orders for commercially available U.S. off-the-shelf items.

2. Seller acknowledges that Foreign Military Financing (FMF) provided by United States Government (USG) funds will be used to finance this contract and that acceptance of this contract by Seller constitutes an acknowledgement of notification of USG financing.

3. Seller acceptance and implementation of this contract constitutes a declaration and agreement by the principal executive officers of the Seller that no bribes, rebates, gifts, kickbacks, or gratuities to secure the prime contract or the subcontracts have been or will be directly or indirectly offered or given to, or have been or will be arranged with officers, officials, or employees of the end-customer by the Seller, its employees or agents.

4. Seller certifies that the recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Buyer prime contract and related subcontracts will be fully disclosed in the format below to the Buyer prior to accepting or starting work on contract supporting this Buyer prime contract. Concerning the disclosure of the amount, if any, included in the price of the purchase agreement, please review Paragraph 19(A) of the DSCA DCC Guidelines.

Format certifying and disclosing.

Recipient(s) of commissions, contingent fees, or compensation:

- > NAME and Address:
- > AGGREGATE AMOUNT PAID OR TO BE PAID:
- > AGGREGATE AMOUNT INCLUDED IN BUYER PRIME CONTRACT:
- > RELATIONSHIP TO SELLER:
- > NATIONALITY:

- a. Certifies that the Buyer prime contract price and related subcontract prices do not include commissions, contingent fees, or similar compensation paid or promised to any person for the

purpose of soliciting or securing the Buyer prime contract or related subcontracts, unless such payments have been identified and approved in writing _____ (N/A is not a proper response to this question. Seller must write zero or the amount paid in this space) by the Buyer or Buyer's end-customer prior to contract award for payment with repayable FMF credits or with the Buyer's end-customer's national funds.

- b. Certifies that any commissions, contingent fees, or similar compensation paid or promised by the Seller to any person in relation to soliciting the Buyer's prime contract or related subcontracts were not in violation of U.S. law or regulations.

5. Seller acceptance and implementation of this contract constitutes agreement by the Seller to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury:

- (1) Accounts wherever located in the name of Seller; and
- (2) Accounts located outside the United States in the name of the principle executive officers of Seller who have been personally and substantially involved in this subcontract under the Buyer's prime contract.

The term "consent to disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.

6. Seller agrees to comply with the requirements of the certification identified below for the Contract and the Seller's first tier subcontractors. Contracts/subcontracts exempted in paragraph (1) above are exempted. Multi-year contracts must also meet this flow-down requirement. This includes cumulative contract amounts with all aggregate orders, modifications, and amendments under the Contract.

> Seller certifies that the materiel, components, goods, or services (hereafter "content") to be provided under the Contract are of U.S. manufacture and/or origin. The dollar value of all non-U.S. content to be procured specifically for this Contract has been specifically identified to the Buyer prior to the Seller's acceptance of this Contract.

> Agrees to promptly disclose to DSCA, via the Buyer, any change in value of non-U.S. content, including countries and dollar values by submitting an amended proposal or bill of material signed Seller's authorized representative.