



ATLANTIX GLOBAL SYSTEMS, LLC ■ ONE SUN COURT ■ NORCROSS, GA. 30092-9204

ATLANTIX GLOBAL SYSTEMS IMPORT AND EXPORT CONTROL COMPLIANCE PROVISION

Import Clearance and Documentation.

Distributor/Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations, including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Distributor/Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations.

Import Documentation Requirements.

Distributor/Customer shall provide the following information for each item shipped:

- Correct Harmonized Tariff Codes
- Product Description
- Value per item
- Country of Origin

Documents to be sent to:

AtlantixLogistics@AtlantixGlobal.com

Export Controls.

- (i) Distributor/Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance,

repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations.

- (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government.
- (iii) Distributor/Customer acknowledges that transfers of Product and any related parts, components, accessories, know-how and technology may be subject to the terms and conditions of an export license, license exception or other authorization pursuant to Export Control Laws. Distributor/Customer agrees to comply fully with the terms of any licenses, license exceptions or authorizations and to provide [Company] access to records needed to confirm such compliance upon request.
- (iv) Distributor/Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.