

PANASONIC CORPORATION OF NORTH AMERICA

END USE/END USER CERTIFICATE

[REDACTED] (“CUSTOMER COMPANY”) agrees to fully comply with U.S. export control laws and regulations, including but not limited to, the requirements of the Export Administration Act and Export Control Reform Act, 50 U.S.C. 4801- 4852, including the Export Administration Regulations, 15 C.F.R. 730-774, as well as the various sanctions regimes enforced by the Office of Foreign Assets Control (OFAC) (collectively the “**U.S. Export Control Laws**”).

CUSTOMER COMPANY further agrees that it shall

(1) not export, re-export, and/or transfer the named commodities (e.g., materials, parts, components, equipment), software, and technology (collectively, “**Items**”) to which it has access to or which it receives, to

(a) any countries that are subject to embargoes (including, without limitation, Iran, Syria, North Korea, Cuba, Sudan, and the Crimean region of the Ukraine);

(b) any end user to whom exports are prohibited under any U.S. Export Control Laws, including individuals and entities listed on the U.S. Treasury Department List of Specially Designated Nationals, or the U.S. Department of Commerce’s List of Denied Persons or Entity List;

(c) any end use prohibited by U.S. Export Control Laws, including, without limitation, military (as defined in 15 CFR 744.21(f)), missiles, nuclear, chemical, or biological weapons proliferation;

(d) any military-end user as defined in 15 CFR 744.21(g) in China, Russia, or Venezuela;
or

(e) any country for which an export license is required without first obtaining the license from the applicable governmental agency (collectively “Prohibited End Use or End User”); and

(2) refrain from taking any actions in connection with Panasonic Corporation of North America (“PNA”) Item that would cause PNA or any of its affiliates to be in contravention of any Export Control Law.

For purposes of 15 CFR 744.21, “military end use” and “military end user” are defined as follows:

- A “military end use” means:
 - incorporation [of an Item] into a military item described on the U.S. Munitions List (“USML”) (22 CFR Part 121, International Traffic in Arms Regulations);
 - incorporation [of an Item] into items described on the Wassenaar Arrangement Munitions List (see <http://www.wassenaar.org>);
 - incorporation [of an Item] into items classified under Export Control Classification Numbers (“ECCNs”) ending in “A018” or under “600 series” ECCNs; or
 - any item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, “development,” or “production,” of military items described above.
- A “military end user” is:

- the national armed service (army, navy, marine, air force, coast guard),
- the national guard, or national police, government intelligence or reconnaissance organizations, or
- any person or entity whose actions or functions are intended to support “military end uses”.

CUSTOMER COMPANY shall further agree and cooperate with any verification audit/on-site inspection at CUSTOMER COMPANY’s facilities as requested by PNA to verify compliance with U.S. Export Control Laws. Without liability, PNA shall have the right to immediately terminate any performance under related commercial agreement with CUSTOMER COMPANY upon notice to CUSTOMER COMPANY in order to comply with applicable U.S. Export Control Laws, or at the request of the relevant governmental authorities, or upon a determination by PNA acting reasonably in its sole discretion, that CUSTOMER COMPANY has violated this Export Control Clause. CUSTOMER COMPANY shall indemnify and hold PNA harmless for any penalties, obligations, fines, liabilities or other similar losses (collectively, “Losses”) incurred by PNA arising from violations, charges, investigations or enforcement actions concerning U.S. Export Control Laws, to the extent such Losses resulted from actions or omissions by CUSTOMER COMPANY.

In addition, PNA request that CUSTOMER COMPANY provide the information below to ensure compliance with any U.S. Export Control Law. Please respond to each question below with respect to CUSTOMER COMPANY, marking either YES or NO as applicable for each question:

No.	Question	YES	NO
1	Is CUSTOMER COMPANY a national armed service (e.g., army, navy, marine, air force, coast guard), a national guard, or national police, a government intelligence or reconnaissance organization, or an entity whose actions or functions are intended to support “military end uses” as defined in this certification?	<input type="checkbox"/>	<input type="checkbox"/>
2	Is CUSTOMER COMPANY owned, in whole or in part, by a “military end user” as defined above?	<input type="checkbox"/>	<input type="checkbox"/>
3	Will CUSTOMER COMPANY use the Items for a “military end use,” as defined above?	<input type="checkbox"/>	<input type="checkbox"/>
4	Will CUSTOMER COMPANY resell or transfer the Items to a third party for a “military end use,” as defined above?	<input type="checkbox"/>	<input type="checkbox"/>
5	Will CUSTOMER COMPANY provide the Items to a “military end user”?	<input type="checkbox"/>	<input type="checkbox"/>
6	Does CUSTOMER COMPANY take any action or perform any functions that are intended to support a “military end use” as defined above?	<input type="checkbox"/>	<input type="checkbox"/>
7	Does CUSTOMER COMPANY otherwise have any dealings with a national armed service (e.g., army, navy, marine, air force, coast guard), national guard, or national police, government intelligence or reconnaissance organization, or entity whose actions or functions are intended to support “military end uses,” as defined in this certification, of China, Russia, or Venezuela?	<input type="checkbox"/>	<input type="checkbox"/>

No.	Question	YES	NO
	Examples include: sales, servicing, research, sourcing, collaboration, or any other activities		

I, the undersigned below, certify, as a duly authorized representative of CUSTOMER COMPANY, that the information provided in this document is true and correct to the best of my knowledge and that CUSTOMER COMPANY agrees as indicated herein. CUSTOMER COMPANY will not divert, reexport or retransfer Items in any manner inconsistent with representations above related to Prohibited End Use or End User. If any information provided above should change in the future such that this certification is no longer accurate, CUSTOMER COMPANY will promptly correct or supplement the information provided herein by notifying PNA.



Name of Authorized Representative:

Title:

Signature:

Date:

Other related entities to CUSTOMER COMPANY that purchases or receives Items from PNA and that this Certification applies to:

Please email the completed document to the following email address - navistar@bizco.com