

Customer Trade Compliance Terms

1 Introduction

- 1.1 These Customer Trade Compliance Terms (**‘these Terms’**) form an integral part of the Agreement concluded between NTT Com Asia Limited (the **‘Company’**) and the Customer for the delivery of Products or provision of Services by the Company to Customer.
- 1.2 These Terms are maintained on <https://www.ntt.com.hk/terms-and-conditions> (or successor site) and may be updated by the Company from time to time (effective upon publication).

2 Definitions

- 2.1 Capitalized terms used but not defined in these Terms will have the same meaning set out in the agreement between the Company and the Customer (**“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 the Customer or the Company. 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 the Company, applies to Company’s delivery, provisioning and billing of the Products or Services; and (b) in the case of the Customer, applies to Customer’s receipt, use of, and payment for the Products or Services.

“Trade Circumvention” means Customer 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 unauthorized 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 organizations 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 The Company has taken all reasonable measures to ensure that the Products and Services comply with applicable Trade Compliance Laws.
- 3.2 The Customer 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 the Agreement;
 - (b) except as disclosed in advance in writing to the Company, neither the Customer 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 organized 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 Company to Customer 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 Company to Customer under the Agreement.

3.3 The Customer will notify Company in writing within ten (10) 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 shall be deemed as a material breach of the Agreement.

3.4 If Company reasonably (i) suspects that Customer 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 the Company (or any Affiliate of Company) to any sanction, liability, prohibition, penalty, or restriction under any Trade Compliance Laws, then the Company shall have the absolute right to immediately terminate the Agreement by written notice to Customer. Upon such termination, Customer shall fully indemnify the Company for any and all losses, penalties, and liabilities arising from such Trade Circumvention activities. The Customer acknowledges and agrees that this provision is a material term of the Agreement.