

SUPPLEMENTAL PURCHASE ORDER PROVISIONS UNDER FOREIGN MILITARY FINANCED (FMF) CONTRACTS

The Seller agrees as follows:

1. Agrees that authorized representatives of the Department of Defense and the Government of the United States shall have access to and the right to examine any of the Seller's directly pertinent books, documents, papers, or other records involving transactions related to this Purchase Order or Subcontract (hereinafter "Order") for a period of three years following receipt of the final payment made on the Prime Contract to which this Order relates.
2. Agrees to include in sub-tier purchase orders under this Order, a clause to the effect that authorized representatives of the Government of the United States shall have access to and the right to examine, for a period of three years following the final payment to the foreign government recipient of USG financing (hereinafter the "Purchaser") under the relevant Prime Contract, any of the sub-seller's directly pertinent books, documents, papers, or other records involving transactions related to the Order.
3. Agrees to include in the written terms and conditions of every sub-tier purchase order or subcontract a prominently displayed statement that United States Government (USG) funds will be used to finance such order, and that acceptance of the order will constitute acknowledgment of such notification of USG financing.
4. Agrees to include in the written terms and conditions of every sub-tier subcontract or purchase order a prominently displayed statement: Acceptance and implementation of the subcontract 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, Purchase Agreement or the subcontract, or for favorable treatment under such agreements, or for any other purpose relating to the Prime Contract, Purchase Agreement or the subcontract 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 Purchaser by the Seller, its employees or agents.
5. Certifies that the materiel, components, goods, or services (hereafter "content") to be provided under this Order are of U.S. manufacture and/or origin.

The dollar value of all non-U.S. content to be procured specifically for this Order is indicated below.

Certifies that \$0 is the current cumulative total dollar value of non-U.S. content in the Order identified above (including all amendments), unless Seller notifies the Buyer to the contrary.

- a. Agrees that regardless of whether the Buyer obtains DSCA approval of financing of the total dollar value of non-U.S. content disclosed in this certification, or a lesser specified dollar value of the disclosed non-U.S. content, or none of the disclosed non-U.S. content, the disclosed value will not be exceeded during the execution of this Order.
- b. Agrees to promptly disclose to the Buyer any change in value of non-U.S. content.
- c. Agrees that if FMF funds are denied either in whole or part, that the costs for which funding was denied will not be financed with funds received from the USG under the Order either directly or indirectly.
- d. Agrees to maintain and provide, if requested, supporting documentation for the value of both U.S. and non-U.S. origin content.

6. Certifies that it has not paid or agreed to pay any commission, contingent fees, or similar compensation (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 Order or Prime Contract, unless the Seller notifies the Buyer to the contrary. If Seller notifies Buyer of such payments, Seller agrees to the following restrictions:

- a. Certifies that the Order price does not include commissions, contingent fees, or similar compensation paid or promised to any person for

the purpose of soliciting or securing the Order or Purchase Agreement, unless such payments have been identified to and approved in writing by the Buyer prior to Order award for payment with repayable FMF credit or with the Purchaser'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 Order or Purchase Agreement were not in violation of U.S. law or regulations.

- c. Agrees to include within every subcontract or order under the Order prominently displayed contract clause(s) requiring that the subcontractor provide the disclosures and certifications set forth in this paragraph 6 and 6(a-b).

7. Certifies that neither the Seller nor any of its employees are suspended or debarred from conducting business with any agency of the U.S. Government and that export privileges are not suspended or revoked. Further agrees that no suspended or debarred firms will be used as a source of supplies or as a subcontractor for this Order.

8. For purposes of facilitating official U.S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Order or the Purchase Agreement, the Seller agrees to provide to any requesting authorized U.S. government official, documents that demonstrate the cost and price elements for the final Order price, including total amounts and breakdowns for all cost and price elements.

9. In addition to the agreement in paragraphs 1 and 8 and for purposes of facilitating official U.S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Order or the Purchase Agreement, the Seller agrees:

- a. to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, the U.S. Department of Justice, or a U.S. Federal Grand Jury:

(1) accounts wherever located in the name of such Seller or any related corporate entities; and

(2) accounts located outside the United States in the name of the principal executive officers of such Seller (and any nominees) who have been personally and substantially involved in this Order or Purchase Agreement, and

- b. for these purposes to include in the written terms and conditions of each subcontract applicable to this Order a statement that acceptance and implementation of the subcontract constitutes agreement by the subcontractor 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 such subcontractor or supplier; and

(2) accounts located outside the United States in the name of the principal executive officers of such subcontractor or supplier (and any nominees) who have been personally and substantially involved in this subcontract under the Purchase Agreement.

The term "consent to the 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.