

NTT Ltd. Supplier Trade Compliance Terms

1 Introduction

- 1.1 These Supplier Trade Compliance Terms ('Terms') form an integral part of the Agreement concluded between NTT DATA and Supplier for the delivery of Products or provision of Services by Supplier to NTT DATA.
- 1.2 These Terms are maintained on services.global.ntt (or successor site) and may be updated by NTT DATA from time to time (effective upon publication).

2 Definitions

- 2.1 Capitalised terms used but not defined in these Terms will have the same meaning set out in 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 these Terms:

Affiliate means a legal entity that controls, is controlled by, or is under common control with either Supplier or NTT DATA. 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 mean 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 Supplier, applies to Supplier's license, delivery, provisioning and billing of the Products or Services; and (b) in the case of NTT DATA, applies to NTT DATA's receipt, use of, payment, license, sub-license or resale of the Products or Services (as applicable based on the nature of the Supplier engagement).

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 organisations 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 Supplier represents and warrants that:
 - (a) it and all its Affiliates have taken all reasonable measures to ensure that the Products and Services it supplies to NTT DATA comply with applicable Trade Compliance Laws;
 - (b) 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;
 - (c) except as disclosed in advance in writing to NTT DATA, neither it 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 organised 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);
 - (d) it will not (nor will it permit any Affiliate to) sell, distribute, disclose, release, or otherwise transfer any item, commodity, software, or technical data (as those terms are used in Trade Compliance Laws) provided by NTT DATA to Supplier 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.
- 3.2 Supplier will notify NTT DATA in writing within ten business days of learning of any inaccuracy in, or violation of, the commitments, representations, and warranties in clause 3.1 above. A breach of these Terms is a material breach of the Agreement.
- 3.3 If at any time during the term of the Agreement, NTT DATA (i) discovers that Supplier has procured or attempted to procure any Products or Services from any individual, entity, or organisation that appears on any Trade Sanctions List, or (ii) NTT DATA reasonably determines that this Agreement would expose NTT DATA (or any Affiliate of NTT DATA) to any sanction, liability, prohibition, penalty, or restriction under any Trade Compliance Laws, then NTT DATA will have the right to immediately terminate the Agreement by written notice to Supplier. Supplier will promptly indemnify and hold NTT DATA harmless from any losses, damages, penalties, or liabilities arising from such prohibited procurement activities. Supplier acknowledges that this provision is a material term of the Agreement.

- 3.4 Supplier shall have the sole responsibility for obtaining any permit, license, exemption, or other government authorization, including any export or re-export authorization, required under any Trade Compliance Laws, in connection with Supplier's performance of the Agreement and the provision of any Products or Services (including the transfer of any item or technical data under this Agreement) to NTT DATA, any affiliate of NTT DATA, or to a Client on NTT DATA's behalf (where applicable).
- 3.5 NTT DATA assumes no responsibility for, and will not be liable for, any costs incurred or loss resulting from, Supplier's violation of Applicable Laws, including Supplier's failure to obtain any permit, license, exemption, or other government authorization pursuant to clause 3.4 above. Without limiting any termination rights reserved by NTT DATA under the Agreement, in the event NTT DATA is prevented from timely performing any obligation because of the denial, delay, cancellation, withdrawal, or non-renewal of any permit, license, exemption, or other government authorization required for NTT DATA's performance under any Applicable Laws, NTT DATA's failure to perform will be excused for as long as Supplier's non-compliance persists.