



1. **General.** This document may not be modified by any addendum, exhibit, attachment, or any other agreement without prior written approval from HP Global Trade.
2. **Technology Letter of Assurance.** Supplier assures it's Personnel coming into contact with HP technology or technical data in the performance of Services under this Agreement will not export, release, or transfer by any means or method any HP technology or technical data to countries and nationals of countries identified in country groups D:1, E:1 and E:2 in Supplement No. 1 to Part 740 of the US Export Administration Regulations (<https://www.bis.doc.gov/index.php/documents/regulation-docs/452-supplement-no-1-to-part-740-country-groups/file>), without having first obtained the required US government authorizations.
3. **Screening.** Supplier shall be fully responsible for "screening" its transactions and all Personnel, sub-contractors, vendors, component suppliers, and other third parties deployed to work for HP, or who may assist Supplier in fulfilling its responsibilities under this Agreement, regardless of where the work site is located. Supplier will exercise due diligence to ensure such transactions, Personnel, sub-contractors, vendors, component suppliers and other third parties are not:
  - a. Nationals (wherever located) of country groups D:1, E:1 and E:2, as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations (see <https://www.bis.doc.gov/index.php/documents/regulation-docs/452-supplement-no-1-to-part-740-country-groups/file>), without having first notified HP and ensuring the necessary US government deemed export/re-export authorizations are in place.
  - b. Located in a country subject to trade controls sanctions, specifically including country groups E:1 and E:2, of Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations (currently Cuba, Iran, North Korea, North Sudan, Syria, and the Crimea region of Ukraine as periodically updated – see <https://www.bis.doc.gov/index.php/documents/regulation-docs/452-supplement-no-1-to-part-740-country-groups/file>).
  - c. Subject to the U.S. and other national government trade sanctions or controls, including:
    - i. The Denied Persons List (ref. <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>); The Entity List (ref. U.S. Export Administration Regulations, Part 744, Supplement no. 4, <https://www.bis.doc.gov/index.php/documents/regulations-docs/2326-supplement-no-4-to-part-744-entity-list-4/file>); and the Unverified List (ref. Part 744, Supplement no. 6, <https://www.ecfr.gov/cgi-bin/text-idx?rqn=div5&node=15:2.1.3.4.28#15:2.1.3.4.28.0.1.23.44>) (Bureau of Industry and Security, U.S. Department of Commerce);
    - ii. The Specially Designated Nationals and Blocked Persons List (ref. <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) (Office of Foreign Assets Control, U.S. Department of Treasury) and the countries, governments and parties that are targeted by the regulations of the Treasury Department's Office of Foreign Assets Control (31 C.F.R. Parts 501 to 598);
    - iii. The List of Debarred Parties (ref. [https://www.pmddtc.state.gov/ddtc\\_public?id=ddtc\\_kb\\_article\\_page&sys\\_id=c22d1833dbb8d300d0a370131f9619f0](https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0)); and any United Nations Security Council Embargo or comprehensive or partial U.S. arms embargo (ref. <https://scsanctions.un.org/search/>) (Directorate of Defense Trade Controls, U.S. Department of State);
    - iv. The Foreign Terrorist Organization list (ref. <https://www.state.gov/foreign-terrorist-organizations/>) (Office of Coordinator for Counterterrorism, U.S. Department of State);
    - v. Designation as a party engaged in prohibited proliferation activities (ref. <https://www.state.gov/key-topics-bureau-of-international-security-and-nonproliferation/nonproliferation-sanctions/>) (Bureau of International Security and Nonproliferation, U.S. Department of State); and



- vi. Economic, financial and/or other sanctions or restrictive measures imposed by the European Union (EU), including but not limited to the “Consolidated list of persons, groups and entities subject to EU financial sanctions” (ref. <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>).
        - d. Engaged in prohibited nuclear, missile, chemical or biological weapons of mass destruction end-uses (U.S. Export Administration Regulations, Part 744).
        - e. Associated with circumstances and/or engaged in activities suggesting a “red flag” risk of illegal diversion or other trade controls violation (ref. U.S. Export Administration Regulations, Part 732, Supplement 3, <http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>).
        - f. Requiring you to accept prohibited boycott terms or conditions (ref. U.S. Export Administration Regulations, Part 760, <http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>).
4. **Services.** Supplier warrants that: (i) the products, software, technology, and other materials provided under this Agreement are subject to U.S. and other national governments and agrees to assume responsibility for complying with Applicable Laws including but not limited to laws and regulations governing transfer of products to users subject to the U.S. and other government sanctions, and for obtaining required export, re-export, in-country transfer, and import authorizations. Supplier agrees that before releasing, transferring, or exporting any products, software, technology, technical data or technical assistance to Country Groups D:1, E:1 and E:2 as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, and posted in the Supplier Portal (See <http://www.hp.com/go/supplierportal>): (i) Supplier will obtain any required US government authorization; and (ii) if any such restricted software, technology, technical data or technical assistance is provided by HP, Supplier will obtain written authorization from HP.
5. **Record Keeping.**
  - a. Each Supplier site must maintain a system for retention, retrieval and reproduction of original shipping, export and import and other trade-related documentation pertaining to the international transport of HP commodities, software, and technology (“Items”) to the Supplier, as well as records pertaining to the screening of Personnel deployed to work at a Site. Such record keeping system will comply with the legal requirements of the U.S. and other applicable jurisdictions including, but not limited to, requirements set out in Parts 762 and 772, U.S. Department of Commerce, Export Administration Regulations.
  - b. Supplier, upon receipt of written notice from HP, will collect, reproduce if required, and provide to HP (at Supplier’s expense) originals and/or satisfactory copies of 100% of the Trade Control Records that HP may request.
6. **Trade Control Records as HP may request.** All HP requests for Trade Control Records must be fulfilled within 10 business days of HP’s written request, or the response date required by an official government record production request or subpoena, whichever is the lesser time for response.
7. **Shipping Documentation Requirements.** All text must be in English and all monetary amounts must be represented in US dollars. If it is required by any applicable law to have the documentation in any other language, then an English translation shall be provided and the English version documentation shall prevail over such other language documentation. Shipping documents must be compliant with and contain all required data elements as defined in applicable national/international import and/or export laws.
8. **Contingent Worker Trade Compliance Training:** Supplier shall ensure that all Covered Individuals are aware of and comply with HP’s Global Trade policies and the Covered Individuals obligation to complete the Contingent Worker Global Trade Export and Customs Compliance Training. This training must be completed within thirty (30) days of any Personnel performing Services.