



# FLYING TIGER COMPANY

9530 Aurora Ave. N. Suite 105, SEATTLE, WA 9810

Phone:(206) 922-2228 Fax: (206) 922-2257 E-mail: sales@flyingtigerco.com



## **Export Control Agreement**

In some cases, where appropriate, Buyer acknowledges that Seller will provide Buyer with technical data/technology and/or products, in finished or unfinished state that may be subject to U.S. export controls under the laws and regulations of the United States (collectively "Export Controlled Technology"). U.S. export control laws and regulations include, but are not limited to, the International Traffic in Arms Regulation ("ITAR"), 22 C.F.R. §§ 120 et seq., and/or the Export Administration Regulations, 15 C.F.R. §§ 730 et seq. Buyer understands that some items are prohibited for exporting in certain countries or certain End User, individual or corporation.

Restrictions vary from country to country. The most restricted destinations are the embargoed countries and those countries designated as supporting terrorist activities, including Cuba, Iran, Libya, North Korea, Sudan, and Syria. These are restrictions on some products, however, that are worldwide. Buyer understands that certain individuals and organizations are prohibited from receiving U.S. exports and other may only receive goods if they have been licensed, even items that do not normally require a license based on ECCN and Commerce Country Chart or based on an EAR99 designation.

Buyer must be aware of the following lists: Entity List, Treasury Department Specially Designated Nationals and Blocked Persons List, The Unverified List or Denied Persons List all these list are updated daily.

**List to check is available online for Buyer's convenience at  
(To open the link hold down the Ctrl and click with the mouse)**

**<http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm>**

Some end-users are prohibited while others may require a license. Buyer warrants and agrees that it shall not export or re-export any Export Controlled Technology or any technical data/technology or product delivered from the Export Controlled Technology, except pursuant to a U.S. government license or other approval, or upon determination that such export may be lawfully exported without prior approval under a license exception, exemption, or other authority.

Buyer acknowledges and understands that Seller may need to apply for export licenses in order to ship Export Controlled Technology to Buyer. Buyer agrees to provide such information, assurances, documentation or take such other steps as necessary to assist Seller in obtaining any export licenses, including, but not limited to, execution of end-user certifications, document marking, and supplemental agreements with respect to control and handling of Export Controlled Technology. In compliance with U.S. regulations regarding



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Technology and Software under Restriction ("TRS"), Buyer hereby agrees that, without



express approval of Seller (pursuant to issuance of an export license from the Bureau of Industry and Security), Buyer will not re-export or release any technology, direct product of the technology, software, or source code related to the technology provided by Seller to Buyer to a national of a country specified in Country Groups D:1 or E:2 as set forth in 15 C.F.R. Part 740, Supplement No 1 and as amended. Seller shall have no responsibility for delivery or non-delivery resulting from (i) any governmental action under U.S. or other applicable law suspending or revoking a necessary export license or authorization, or (ii) any failure by Buyer to furnish reasonable assurance, upon request, of its compliance with applicable export requirements, or (iii) obtaining a necessary export license for the goods to be shipped hereunder.

I (We) will abide by all applicable U.S. Export Control laws and regulations for any products purchased from Flying Tiger Company and will obtain any licenses or prior approvals required by the U.S. government prior to the export or re-export of Flying Tiger Company products, software or technology.

I (We) agree that the export control requirements above shall survive the completion, early termination, cancellation or expiration for the applicable purchase order, agreement or contract.

This Certificate is good for five ( 5 ) years from the date of last signature.

Please mail or e-mail the signed and sealed document back to Flying Tiger Company at 9530 Aurora Ave N Suite 105, Seattle, WA 98103 ; email address [sales@flyingtigerco.com](mailto:sales@flyingtigerco.com)

Company Name: \_\_\_\_\_

Signature of Corporate Officer or Manager: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_