

International Traffic in Arms Regulations (22 C.F.R. Sections 120-130) and the U.S. Arms Export Control Act (22 U.S.C. 2778) and associated implementing regulations. Seller acknowledges its understanding of these laws and regulations and warrants its compliance therewith. Seller shall indemnify and hold Buyer harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from the failure of Seller to comply with said laws and regulations.

4. Add the following to Clause 14, "**TERMINATION FOR BUYER'S CONVENIENCE:**" In the event Buyer terminates this Purchase Order in whole or part for its convenience, Seller shall immediately comply with the following additional instructions:

- (a) Settle all outstanding liabilities and/or claims arising out of such termination of orders, including but not limited to any liability and/or claim from any subcontractors;
- (b) Transfer title and deliver to Buyer the fabricated or unfabricated parts, work in process, completed work, and other material produced or acquired in connection with the work terminated by the notice

of the state of New York, U.S.A., excluding its choice of law rules. It is expressly agreed to exclude from this Purchase Order the United Nations Convention on Contracts for the International Sale of Goods (1980) and any successor thereto.

7. Add the following to Clause 26, **“PACKING, SHIPMENT, AND SHIPPING INSTRUCTIONS:**

(a) Any items which are to be drop shipped to Korea shall be appropriately packed, packaged, and crated by Seller for export shipment in accordance with Seller’s standard packing practices assuring seaworthiness to protect the items and to ensure assessment of the lowest applicable transportation charge.

(b) Seller shall notify Buyer of the readiness for shipment of deliverable items. Such notification shall be made by facsimile at least (14) fourteen days prior to the anticipated shipment date, and shall include the pertinent information listed below:

- (1) Purchase Order number and a brief description of the product to be shipped;
- (2) estimated value of the shipment;
- (3) estimated number of crates or boxes; (4) estimated weight and volume;
- (5) purchase order number;
- (6) date shipment will be available for pickup; and,

packing sheet which specifies that goods have been inspected and conform to the applicable specification and drawings.

8. Add the following new Clause 34, **“SALES COMMISSIONS AND FEES”**

Seller certifies that the Purchase Order price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or brokerage or contingent fees for Seller’s sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this Purchase Order to Buyer. Should Seller breach this provision, Buyer shall have the right to deduct such costs from any amounts due Seller.

9. Add the following new Clause 35, **“TRANSFER OF INFORMATION”**

Seller and Seller’s subcontractors agree not to sell or transfer, either directly or through s B35035Tw05

Seller shall not disclose any KTX-2 Program Data or any other information or data obtained from or related to the performance of the Purchase Order to any third party except as required in the performance of this Purchase Order and as required by Buyer and/or the United States Government, without prior written consent of Buyer. Said data or information shall be prominently and conspicuously identified as being proprietary with an appropriate legend, stamp, or other marking. The receiving party shall protect the information or data obtained from or related to the performance of this Purchase Order and restrict disclosure.