

Trade Compliance Requirements

Supplier will comply with all applicable trade laws and regulations, including but not limited to import regulations, export controls, trade embargoes and economic sanctions, and anti-boycott laws. In addition to Supplier's other obligations under this Agreement, Supplier agrees as follows:

- (a) Restricted Parties. Supplier represents and warrants that neither it, nor its suppliers, contractors, subcontractors, or any other party acting on its behalf, is a Restricted Party, defined as any party listed in:
- i. The United States' Consolidated Screening List found at http://www.export.gov/ecr/eg_main_023148.asp or any entity directly or indirectly owned 50% or more by one or more parties designated as Specially Designated Nationals on the Consolidated Screening List;
 - ii. The European Union's Consolidated list of persons, groups, and entities subject to EU financial sanctions found at https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions or any entity directly or indirectly owned or controlled by such individuals or entities;
 - iii. The United Kingdom's sanctions list found at <https://www.gov.uk/government/publications/the-uk-sanctions-list> or any entity directly or indirectly owned or controlled by such individuals or entities; or
 - iv. Any other restricted party list, as applicable.

In the performance of its obligations under this Agreement, Supplier will not directly or indirectly engage in any transaction (i) in violation of restrictions on individuals and entities listed in the aforementioned lists or any other applicable restricted party list, and (ii) will not source any inputs of services used in the provision of Product to 3M from such individuals or entities.

- (b) Export Controls. Unless 3M agrees in writing to the contrary, Supplier will obtain all export control licenses, permits, or any other governmental authorizations required to perform Supplier's obligations under this Agreement. Prior to the first shipment of any export-controlled Product or transmission of any export-controlled software or technical data relating to such Product to 3M, Supplier will provide the export classifications of such Product, software or technical data ("**Export Classification Information**") by e-mail to exportcontrolhelp1@mmm.com. In addition, Supplier will include the Export Classification Information on (i) any documentation accompanying any shipment of such Product, (ii) any transmission instructions for such software, and (iii) on the face of any such technical data.
- (c) Country of Origin. Throughout the Term, Supplier will ensure 3M has complete and accurate country of origin information for all Product(s) ("**Country of Origin Information**"). All Country of Origin Information updates will be provided to 3M at 3MUSImports@mmm.com or upon 3M's written request.
- (d) Free Trade Agreement Certifications. If Supplier provides 3M a certificate of origin claiming that goods provided to 3M qualify for duty-free treatment under a Free Trade Agreement, Supplier must maintain records supporting the origin stated in the certification for at least five years after the date on which the certificate was issued. Supplier must provide the supporting records to 3M or the requesting Customs Administration promptly upon 3M's written request or formal request from Customs Authorities.
- (e) Antidumping and Countervailing Duties. If Supplier learns that any Products are or become subject to antidumping or countervailing duties for the purposes of import into the United States, Supplier will promptly notify 3M by e-mail at 3MUSImports@mmm.com.

- (f) 3M Remedies. If Supplier breaches any of its obligations set forth in the Trade Compliance Requirements, in addition to other remedies available to 3M and notwithstanding any cure period or remedy limitation set forth elsewhere in this Agreement, 3M may seek reimbursement for duties, fees, penalties and interest owed to Government authorities and terminate this Agreement immediately on notice to Supplier without any opportunity to cure such breach. In addition, 3M at its sole discretion may terminate this Agreement immediately upon notice to Supplier if: (1) the export control classification of any Product, software, or technical data limits or restricts 3M's ability to use or resell Product; (2) the country of origin of any Product changes; or (3) antidumping or countervailing duties are imposed on any Product. If Supplier's failure to provide 3M with accurate and complete information and documentation referenced in (c) – (e) above results in additional duties, fines, fees or penalties to 3M, Supplier shall compensate 3M for such loss.
- (g) Duties and Drawbacks. All drawback of duties and rights related to duties paid by Supplier when the Product or any materials or components used in manufacturing of the Product are imported by Supplier will accrue to the exclusive benefit of 3M. Duty drawback rights include without limitation rights accruing from product substitution and rights obtained from Supplier's subcontractors. Upon request, Supplier will provide 3M with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with 3M to obtain payment.
- (h) Import Security. If any Product will be shipped from another country into the United States, Supplier must secure its facilities and all of its shipments made to 3M and 3M-designated sites in accordance with then-current U.S. Customs Trade Partnership Against Terrorism ("**CTPAT**") security guidelines. If 3M is the importer of record for specific shipments, Supplier, its contractors, subcontractors, logistics providers or agents, must provide to 3M all necessary shipping data to satisfy security, notification and other regulatory requirements applicable at the time of delivery, including but not limited to the U.S. Importer Security Filing ("**ISF**") requirements. This shipping data must be provided to 3M in sufficient time before Product is delivered to the carrier to complete the applicable requirements and in the case of ocean freight no less than three business days prior to delivery of Product to the carrier. Current CTPAT and ISF requirements can be found on the U.S. Customs and Border Protection website (www.cbp.gov).
- (i) Forced Labor. Supplier acknowledges that 3M is committed to sourcing socially responsible products and materials, mandated to be produced without the use of forced labor, from its trusted suppliers across the world. 3M takes a robust stance against these practices, as set forth in our labor, employment, and business conduct policies and the 3M Supplier Responsibility Code, which is incorporated by reference herein. 3M is entering into this Agreement based on its understanding that Supplier certifies that neither Supplier nor its suppliers, contractors or subcontractors use forced labor in connection with supplying Product to 3M. "**Forced labor**" includes indentured, bonded, coerced, prison or slave labor, child labor, labor obtained through human trafficking, and workers who are nationals of the Democratic People's Republic of Korea (DPRK). Notwithstanding anything else in the Agreement, 3M may refuse delivery of any Product determined to have been produced in whole or part with forced labor and may terminate the business relationship. 3M suppliers, subcontractors, and raw material suppliers must maintain for a period of 6 years all transaction documents and production records to evidence that forced labor is not used in the supply chain for products sold to 3M. 3M may request this documentation at any time, and it must be submitted to 3M within 30 days of the request. This documentation include, but is not limited to, supplier's affidavits attesting that forced labor is not used, purchase orders, invoices, payment records, transportation documents, and salary/pay records for employees that produced the raw materials or finished goods.