

Distributor Trade Compliance Clauses EU-UK-CA-MX

The following commitments shall form an integral part of the Distribution Agreement between Seagate Technology, Plc. or any of its parents, subsidiaries and affiliates (collectively “Seagate”) and your company.

You will comply with all applicable trade laws and regulations affecting any products and services supplied by Seagate, including applicable United States and local laws and regulations. You agree, in particular, as follows:

1. You are advised that certain Seagate products are subject to export or import control restrictions, in particular restrictions related to encryption technology. The export control classification numbers (ECCNs) of Seagate products are available on the [Seagate Product Classification Lookup](#). You will not transfer Seagate products subject to export or import control restrictions without the requisite license or other authorization under the applicable regulations and will comply with the terms and conditions of any export or import license or authorization. Seagate is not liable for failure to deliver a product due to Seagate’s inability to obtain or maintain any required export or import license or authorization.
2. You will not directly or indirectly transfer any Seagate products, technology, or software in violation of any applicable economic or trade sanctions or embargoes, or in violation of your authorized distribution territory.
3. You will not directly or indirectly transfer any Seagate products, technology, or software to Russia or Belarus, or, except as authorized in writing in advance by Seagate, procure, use, or transfer any Seagate products, technology, or software for incorporation into or use in the development or production of any item produced in or destined to Russia, Belarus, the Crimea Region of Ukraine, the Lugansk People’s Republic, or the Donetsk People’s Republic.
4. You will not directly or indirectly transfer Seagate products, technology, or software in violation of applicable restrictions to any Restricted Party (defined as any party listed in the United States’ [Consolidated Screening List](#), United Kingdom restricted party lists (available at <https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/>), European Union’s restricted party lists (available at <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>) or any other applicable restricted party list, and any entity 50% or more owned, directly or indirectly, or controlled by one or more listed person(s)).
5. You will not directly or indirectly transfer any Seagate products, technology, or software to any party subject to the United States’ Foreign Direct Product Rule (“FDPR”) restrictions, as indicated by footnote 1, footnote 3, and footnote 4 designations on the U.S. Entity List, or to any affiliate of such parties, or procure, use, or transfer any Seagate products, technology, or software for incorporation into or use in the development or production of any item produced, purchased, or ordered by any such parties or any affiliates of such parties, except as to the affiliates specifically authorized in writing in advance by Seagate.
6. You will not directly or indirectly transfer or use any Seagate products, technology, or software in activities that involve the development, production, use or stockpiling of nuclear, chemical, or biological weapons, unsafeguarded nuclear materials, missiles, unmanned aerial vehicles, or nuclear propulsion.
7. You will not directly or indirectly transfer any Seagate products, technology or software for advanced semiconductor manufacturing end-use or supercomputer end-uses in China or Macau, or for any other end-uses restricted under Part 744 of the U.S. Export Administration Regulations (“EAR”);
8. You will not directly or indirectly transfer Seagate products, technology, or software for military or military intelligence end-use or end-users, as defined in Sections 744.21 and 744.22 of the EAR, in Burma, Cambodia, China, Macau, or Venezuela;
9. You will not directly or indirectly transfer Seagate products for any use in violation of applicable national or international law, in violation of the rights of any third party, or for activities or conduct that adversely reflect upon the name, reputation, or goodwill associated with Seagate;
10. You maintain procedures designed to comply with applicable export control laws and regulations, including the U.S. EAR. These procedures include the monitoring of developments in law and

regulations, conducting restricted party and anti-diversion due diligence, and inclusion of trade compliance requirements in terms and conditions and distribution agreements of your customers; and

11. You understand that in the event of your failure to comply with these terms, Seagate may immediately suspend or terminate business activities with you company. Such suspension or termination of business activities shall not be considered to be a breach of any contract.

General Distributor Trade Compliance Clauses

The following commitments shall form an integral part of the Distribution Agreement between Seagate Technology, Plc. or any of its parents, subsidiaries and affiliates (collectively “Seagate”) and your company.

You will comply with all applicable trade laws and regulations affecting any products and services supplied by Seagate, including applicable United States and local laws and regulations (to the extent consistent with applicable U.S. law). You agree, in particular, as follows:

1. You are advised that certain Seagate products are subject to export or import control restrictions, in particular restrictions related to encryption technology. The export control classification numbers (ECCNs) of Seagate products are available on the [Seagate Product Classification Lookup](#). You will not transfer Seagate products subject to export or import control restrictions without the requisite license or other authorization under the applicable regulations and will comply with the terms and conditions of any export or import license or authorization. Seagate is not liable for failure to deliver a product due to Seagate’s inability to obtain or maintain any required export or import license or authorization.
2. You will not directly or indirectly transfer any Seagate products, technology, or software to Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, Lugansk People’s Republic, Donetsk People’s Republic, or in violation of any other applicable economic or trade sanctions or embargoes, or in violation of your authorized distribution territory.
3. You will not directly or indirectly transfer any Seagate products, technology, or software to Russia or Belarus, or, except as authorized in writing in advance by Seagate, procure, use, or transfer any Seagate products, technology, or software for incorporation into or use in the development or production of any item produced in or destined to Russia, Belarus, the Crimea Region of Ukraine, the Lugansk People’s Republic, or the Donetsk People’s Republic.
4. You will not directly or indirectly transfer Seagate products, technology, or software in violation of applicable restrictions to any Restricted Party (defined as any party listed in the United States’ [Consolidated Screening List](#) or any other applicable restricted party list and any entity 50% or more owned, directly or indirectly, or controlled by one or more listed person(s)).
5. You will not directly or indirectly transfer any Seagate products, technology, or software to any party subject to the United States’ Foreign Direct Product Rule (“FDPR”) restrictions, as indicated by footnote 1, footnote 3, and footnote 4 designations on the U.S. Entity List, or to any affiliate of such parties, or procure, use, or transfer any Seagate products, technology, or software for incorporation into or use in the development or production of any item produced, purchased, or ordered by any such parties or any affiliates of such parties, except as to the affiliates specifically authorized in writing in advance by Seagate.
6. You will not directly or indirectly transfer or use any Seagate products, technology, or software in activities that involve the development, production, use or stockpiling of nuclear, chemical, or biological weapons, unsafeguarded nuclear materials, missiles, unmanned aerial vehicles, or nuclear propulsion.
7. You will not directly or indirectly transfer any Seagate products, technology or software for advanced semiconductor manufacturing end-uses or supercomputer end-uses in China or Macau, or for any other end-uses restricted under Part 744 of the U.S. Export Administration Regulations (“EAR”).
8. You will not directly or indirectly transfer Seagate products, technology, or software for military or military intelligence end-uses or end-users, as defined in Sections 744.21 and 744.22 of the EAR, in Burma, Cambodia, China, Macau, or Venezuela.
9. You will not directly or indirectly transfer Seagate products for any use in violation of applicable national or international law, in violation of the rights of any third party, or for activities or conduct that adversely reflect upon the name, reputation, or goodwill associated with Seagate.
10. You maintain procedures designed to comply with applicable export control laws and regulations, including the U.S. EAR. These procedures include the monitoring of developments in law and regulations, conducting restricted party and anti-diversion due diligence, and inclusion of trade compliance requirements in terms and conditions and distribution agreements of your customers. And

11. You understand that in the event of your failure to comply with these terms, Seagate may immediately suspend or terminate business activities with you company. Such suspension or termination of business activities shall not be considered to be a breach of any contract.

End Use Certification

1. Seagate products, software, or technology will not be installed in a facility that is engaged, directly or indirectly, in researching, designing, developing, manufacturing, constructing, testing, operating or maintaining any of the following:
 1. Nuclear weapons or nuclear explosive devices;
 2. Unsafeguarded nuclear reactors, critical facilities, facilities for the fabrication of nuclear fuel, facilities for the conversion of nuclear material from one chemical form to another, or separate storage installations;
 3. Facilities, or components for such facilities:
 - i. Facilities for the chemical processing of irradiated special nuclear or source material;
 - ii. Facilities for the production of heavy water;
 - iii. Facilities for the separation of isotopes of special nuclear material; or
 - iv. Facilities for the fabrication of nuclear reactor fuel containing plutonium; or
 4. Maritime nuclear propulsion projects.
2. Seagate products, software, or technology will not be installed in a facility that is engaged, directly or indirectly, in designing, developing, producing, operating, installing, maintaining (checking), repairing, overhauling, or refurbishing of rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems, as set forth in Part 744.3 of the EAR
3. Seagate products, software, or technology will not be installed in a facility that is engaged, directly or indirectly, in designing, developing, producing, stockpiling, operating, installing, maintaining (checking), repairing, overhauling, or refurbishing of chemical or biological weapons, or precursors.
4. Customer is not a “military end-user” as defined below, and Seagate products, software, or technology will not be used for a “military end use” as defined below:

“Military end user” means the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support 'military end uses'. Specific listings can be found in Supplement No. 7 to Part 744 of the Export Administration Regulations (EAR), although this list is not exclusive or comprehensive, and parties not identified on this list may also qualify as military end users based on the above definition.

“Military end use” means incorporation into: a military item described on the U.S. Munitions List (USML) (22 CFR part 121, International Traffic in Arms Regulations) or the Wassenaar Arrangement Munitions List; commodities classified on the U.S. Commerce Control List under Export Control Classification Numbers (ECCNs) ending in “A018” or under “600 series” ECCNs; or any commodity that is designed for the “use,” “development,” “production,” or deployment of military items described on the USML, the Wassenaar Arrangement Munitions List or classified under ECCNs ending in “A018” or under “600 series” ECCNs.

5. Customer is not a “military-intelligence end user” as defined below, and Seagate products, software, or technology will not be used for a “military-intelligence end use” as defined below:

“Military-intelligence end user” means any intelligence or reconnaissance organization of the armed services (army, navy, marine, air force, or coast guard); or national guard. Military-intelligence end users subject to this definition include, but are not limited to, the following:

- i. *Cuba. Directorate of Military Intelligence (DIM) and Directorate of Military Counterintelligence (CIM).*
- ii. *China. Intelligence Bureau of the Joint Staff Department.*
- iii. *Iran. Islamic Revolutionary Guard Corps Intelligence Organization (IRGC-IO) and Artesh Directorate for Intelligence (J2).*

- iv. *North Korea. Reconnaissance General Bureau (RGB).*
- v. *Russia. Main Intelligence Directorate (GRU).*
- vi. *Syria. Military Intelligence Service.*
- vii. *Venezuela. General Directorate of Military Counterintelligence (DGCIM).*

“Military-intelligence end use” means the design, “development,” “production,” use, operation, installation (including on-site installation), maintenance (checking), repair, overhaul, or refurbishing of, or incorporation into, items described on the U.S. Munitions List (USML) (22 CFR part 121, International Traffic in Arms Regulations), or classified under ECCNs ending in “A018” or under “600 series” ECCNs, which are intended to support the actions or functions of a “military-intelligence end user”.

6. Seagate products, software, or technology will not be directly or indirectly transferred to Russia or Belarus, or incorporated into items that will be transferred to Russia or Belarus.
7. Seagate products, software, or technology will not be transferred to Cuba, Iran, North Korea, Syria, the Crimea Region, Donetsk People’s Republic, Lugansk People’s Republic, Zaporizhzhia Region, Kheron, or another Russian-occupied territory of Ukraine, or any other destination subject to an applicable embargo.
8. Seagate products, software, or technology will not be directly or indirectly transferred to any parties listed on the United States restricted party lists (available at <https://www.trade.gov/consolidated-screening-list>), United Kingdom restricted party lists (available at <https://sanctionssearchapp.ofsi.hm-treasury.gov.uk/>), European Union’s restricted party lists (available at <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>) or any other applicable restricted party list, including to any listed affiliates of Customer, as well as any entity 50% or more owned, directly or indirectly, or controlled by one or more listed person(s), except as specifically authorized in writing in advance by Seagate.
9. Seagate products, software, or technology will not be directly or indirectly transferred to any party subject to the United States’ Foreign Direct Product Rule (“FDPR”) restrictions, as indicated by footnote 1, footnote 3, and footnote 4 designations on the U.S. Entity List, or to any affiliate of such parties; or procured, used, or transferred for incorporation into or use in the development or production of any item produced, purchased, or ordered by any such parties or any affiliates of such parties, except as to the affiliates specifically authorized in writing in advance by Seagate
10. Seagate products, software, or technology will not be used for the development, production, use, operation, installation (including on-site installation), maintenance (checking), repair, overhaul, or refurbishing of a supercomputer located in or destined to China or Macau, and will not be incorporated into or used for the development or production of any component or equipment that will be used in a supercomputer located in or destined for China or Macau.
11. Seagate products, software, or technology will not be used for the development or production in China or Macau of any parts, component or equipment for semiconductor manufacturing.
12. Seagate products, software, or technology will not be used in the development or production of integrated circuits at semiconductor fabrication facilities producing advanced integrated circuits (as defined below) located in China or Macau.

Advanced integrated circuits include the following:

1. Logic integrated circuits using a non-planar transistor architecture or with a production technology node of 16/14 nanometers or less;
 2. NOT AND (NAND) memory integrated circuits with 128 layers or more; and
 3. Dynamic random-access memory (DRAM) integrated circuits using a production technology node of 18 nanometer half-pitch or less.
13. Seagate products, software, or technology will not be used, including through the use of surveillance technology, in violation of applicable national or international law, in violation of the rights of any third

party, or for activities or conduct that adversely reflect upon the name, reputation, or goodwill associated with Seagate.

Customer maintains procedures designed to comply with applicable export control laws and regulations, including the U.S. Export Administration Regulations. These procedures include the monitoring of developments in law and regulations, conducting restricted party and anti-diversion due diligence, and inclusion of trade compliance requirements in the sales and distribution contracts of Customer's downstream customers, as applicable.

Customer understands that in the event of Customer's failure to comply with the terms of this Certification, Seagate may immediately suspend business activities with Customer.

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International Trade Certification

Customer agrees to comply with all applicable import, export, re-export and economic and trade sanctions controls and restrictions of the U.S. and the countries of destination (to the extent consistent with applicable U.S. law). Customer acknowledges that Seagate products, software, and technology may not be sold, leased or otherwise transferred without appropriate authorization to:

1. Russia or Belarus
2. Destinations subject to an applicable embargo
3. Restricted end-users specified in the United States, United Kingdom, European Union's or other applicable restricted party lists, (defined as any party listed in the United States' [Consolidated Screening List](#) or any other applicable restricted party list and any entity 50% or more owned, directly or indirectly, or controlled by one or more listed person(s)).
4. End-uses related to, without limitation,
 1. designing, developing, producing or using nuclear weapons, materials, or facilities,
 2. designing, developing, producing or using chemical or biological weapons, or precursors
 3. designing, developing, producing or using missiles, rockets, space launch vehicles or unmanned long-range air vehicle systems
5. Military or military intelligence end-users and uses, as defined in Parts 744.21 and 744.22 of the United States' Export Administration Regulations
6. Supercomputer or advanced semiconductor manufacturing end uses in China or Macau
7. Other restricted end-uses as specified in Part 744 of the United States' Export Administration Regulations

Customer maintains procedures designed to comply with applicable export control laws and regulations, including the U.S. Export Administration Regulations. These procedures include the monitoring of developments in law and regulations, conducting restricted party and anti-diversion due diligence, and inclusion of trade compliance requirements in the sales and distribution contracts of Customer's downstream customers, as applicable.

Customer understands that in the event of Customer's failure to comply with the terms of this Certification, Seagate may immediately suspend business activities with Customer.

