Potential Supplier:

NewVac, LLC is an AS9100 certified military aerospace manufacturer of high-performance cable assemblies, wire harnesses, connectors and other interconnect assemblies. Our family of supplier partners is critical to the success of our business for quality and on time delivery.

As part of our commitment to quality and continual improvement, we ask our suppliers of critical products or services to complete this **Supplier Quality Survey** (form fillable PDF), in order to qualify your company for future purchases and be added to our Approved Supplier List (ASL).

NOTE: In lieu of this entire survey, if your company's Quality Management System (QMS) is currently certified under the ISO or ISO/AS Family of Standards, only complete sections

- 1.0 "General Information"
- 2.0 "Certifications"
- 3.0 "Flow down Requirements"
- 14.0 "Communication & Tracking" sections of the survey
- Signature Page
- Copy of your current certification (**NOTE:** All QMS certificates must be issued by a third-party registrar accredited by **ANAB, UKAS** or other **IAF** signatory accreditation body. Unaccredited certificates are not recognized by NewVac, LLC.)
- Signed Non-Disclosure Agreement (NDA).

Please return the completed signed Supplier Quality Survey including copies of your company's Certifications (ISO/AS). Non-Disclosure Agreement and Supplier Compliance Certification to our Quality Assurance Dept. via email to: ASL@newvac-llc.com. Please insert in the subject line of your email submission "<Your Company Name> and Supplier Quality Survey".

Thank you for your cooperation in completing the Supplier Quality Survey. We look forward to working with your company. Please note that the review and approval turn-around time is 10 business days. For **Supplier Quality Survey questions**, please contact your NewVac purchasing agent.

Sincerely,

Justin Shniderman

Technical Director
Tel: (747) 202-7333 ext. 535
Email: justin.shniderman@newvac-llc.com

//sig.

Attachments: Supplier Quality Survey
Mutual Confidentiality Agreement
Supplier Compliance Certification (Export-Cyber-Telecom)

1.0 GENERAL INFORMATION	
1.1	Company Name:
	Address:
	City:
	State:
	Zip Code:
	Telephone:
1.2	Primary Products/Services:
1.2.1	Product Being Considered From This Source:
1.3	Total Number of Personnel: _____ Quality: ____ Engineering: ____ Manufacturing: _____
1.4	Supplier Points of Contact:

Name	Title	Phone Number	Email:
	Quality Manager		
	Purchasing Manager		
	General Manager		

1.5	List of current major aerospace or military agency customers: 1.____ 2. ____ 3. ____

1.6	Parent Company/Subsidiary of:	
1.7	Public or Privately Owned:	
1.8	Tax Identification Number (TIN):	
1.9	CAGE Code:	
1.10	DUNS or UEI Number:	
1.11	Business Classification Size:	
1.12	NAICS Code(s):	
1.13	Other Information (if applicable):	

	2.0 CERTIFICATIONS	**REPLY**	**COMMENTS**
2.1	**<u>Quality Management System:</u>** Is your company's Quality Management System (QMS) currently certified under the ISO or AS9100 Family of Standards? **If YES:** Fill out the sections of the survey listed below as well as supply the documents listed. **NOTE**: All QMS certificates must be issued by a third-party registrar accredited by **ANAB**, **UKAS** or other **IAF** signatory accreditation body. Unaccredited certificates are not recognized by NewVac, LLC. • 1.0 General Information • 2.0 Certifications • 3.0 Flow down Requirements • 14.0 Communication & Tracking • Signature Page • Copy of current certification • Signed Non-Disclosure Agreement **If NO:** Complete entire Supplier Quality Survey.		
2.1.1	ISO CERTIFIED ONLY ______________________ EXP. DATE: ___________		
2.1.2	ISO/AS FAMILY OF STANDARDS _____________ EXP. DATE: ___________		
2.2	Complete Addendum "Supplier Compliance Certification (Export-Cyber-Telecom)" that is attached to this survey.		
2.2.1	<u>Joint Certification Program (JCP)</u>: Is your company JCP Certified (Form 2345)? **If YES: Provide copy of the certificate**.		

2.2.2	Enhanced Joint Certification Program (eJCP): Does your company have access to DLA Export-Controlled Data (Cfolders)? **If YES – Provide Approval letter from the DLA to Access DLA Export-Controlled Data (valid for 3 years from date of letter)** -- *[Internal use only] Contact JCP/DLA via email and ask for verification of JCP Enhanced (jcp-admin@dla.mil). Write in the date of the email confirmation below and fill in/sign your name.* *Date of email confirmation:* ___________ *Name and/or Signature of person who sent email to DLA:* ______________________ *IF NOT CONFIRMED – NOTE IN VENDOR FILE – EXPORT CONTROLLED TECHNICAL DATA FLOW DOWN PROHIBITED*	☐	
2.3	Complete Addendum "Supplier Compliance Certification (Export-Cyber-Telecom)" that is attached to this survey. -- *[Internal use only] Add cert expiration date below and into log.* *EXP. DATE:* ___________	☐	
2.3.1	Does your company have a viable Export Compliance Program consistent with the compliance guidelines issued by the DDTC – Department of Defense Trade Controls?	☐	

2.3.2	**COMPLETE only if you selected your company was not registered with the DDTC in section 2.3, otherwise skip to Section 2.5** 1. Are you a non-U.S. company or other legal entity? • Answering YES means you are NOT a corporation, business associated, partnership, society, trust, or any other entity that is incorporated to do business in the United States. • Answering NO means that your company or legal entity is a U.S. corporation, business association, partnership, society, trust, or any other entity that is incorporated to do business in the United States). 2. Does your company employ non-U.S. persons or use non-U.S. persons as contract labor or consultants at any of its U.S. locations? • A non-U.S. person is someone who is NOT a U.S. citizen or U.S. permanent resident, sometimes referred to as a "green card" holder 3. Does your company perform work at non-U.S. facilities, affiliates, or subsidiaries? 4. Will any third party who is a non-U.S. company or who will utilize non-U.S. facilities or non-U.S. person be involved in any way with NewVac LLC transactions?	☐	
2.4	OTHER: List any other certification(s) your company may have and provide a copy of each certificate with expiration date: • ____________________________ EXP. Date: _______________ • ____________________________ EXP. Date: _______________ • ____________________________ EXP. Date: _______________		
2.5	Export Administration Regulations (EAR) - Does your company have a viable Export Compliance Program consistent with the compliance guidelines used by the EAR – Export Administration Regulations?	☐	

	3.0 FLOW DOWN REQUIREMENTS	REPLY	COMMENTS
3.1	**FAR/DFARS/Customer Required Flow-downs:** Does your company have a process for flow-down of FAR/DFARS and/or Customer required clauses to sub-tier suppliers?		
3.2	Complete Addendum “Supplier Compliance Certification (Export-Cyber-Telecom)” that is attached to this survey.		
3.3	Confirm that your company has reviewed NewVac’s Quality Assurance Provisions (QAP) listed on our website (http://newvac-llc.com/pdf/QAP.pdf)		
3.4	NewVac, LLC is a defense contractor with U.S. government military prime contract and DPAS ratings flowed down to us. In turn, we are required to flow down the same contract and rating information to our suppliers. Does your company understand the DPAS rating system (Defense Priorities and Allocations System) Regulation 15 CFR Part 700 for national defense as listed in our QAP-01 including the prioritizing of DX rated orders?		
3.4.1	Does your company have a procedure to properly identify and track this information including flowing down the data to your sub-tier suppliers?		
	4.0 COUNTERFEIT PARTS AND AVOIDANCE	**REPLY**	**COMMENTS**
4.1	Do you have third party (ANAB accredited) Counterfeit Part and Avoidance certification(s)? **If YES:** Provide a copy of certification and skip this section. **If NO:** Answer all questions below:		
4.2	Does your company have a documented counterfeit part and avoidance plan with control procedures?		
4.3	Would you be willing to submit a copy of your counterfeit part and avoidance plan upon request or if required?		
4.4	Does your company have a documented purchasing process that addresses reducing the risk of purchasing counterfeit parts?		
4.5	Does your company notify customers when counterfeit parts are detected?		
4.6	Does your company maintain a method for item traceability that ensures tracking of the supply chain back to the original manufacturer of all Electrical, Electronic, and Electromechanical (EEE) components and devices included in assemblies and subassemblies being delivered per order?		
4.7	Does your company retain Certificates of Conformance (C of C) for all Electrical, Electronic, and Electromechanical (EEE) components and devices?		
4.8	Does your company use incoming inspection and test methods to assure the detection of potential counterfeit parts and materials?		

	5.0 QUALITY ASSURANCE	**REPLY**	**COMMENTS**
5.1	Are your Quality Organization's authorities and responsibilities clearly defined in writing?	☐	
5.2	Does your Quality Organization have the authority to withhold items that have not met acceptable quality standards?	☐	
5.3	Is there is an established and documented Quality Management System (QMS), including a Quality Manual defining the company's QMS in detail?	☐	
5.4	Please indicate retention period for your company's records related to product manufacturing, inspection and test: **Note:** NewVac, LLC Purchase Order(s) require all seller quality records be maintained for seven (7) years after final payment.		NO. YEARS: ______
5.5	Does your company prepare periodic reports (metrics) and/or maintain records relative to item acceptance/rejection and disposition of rejected items?	☐	
5.6	Does your Quality Organization maintain a system for the use and control of inspection stamps?	☐	
5.7	Does your company have a process for quality evaluations and approving your sub-tier suppliers?	☐	
5.7.1	Does your company maintain a list of your approved suppliers?	☐	
5.7.2	Does your company have a process/system to maintain sub-tier supplier Certificates of Conformance (C of C) quality records?	☐	
5.8	Does both your Sales and Quality Organization review/approve all Purchase Order(s) and/or customer quality requirements?	☐	
5.8.1	Confirm that all customer Quality Assurance Provisions (QAP) on each Purchase Order are reviewed by going to the customer's website for the most current revision of their QAP's.	☐	
5.8.2	Confirm that all customer notes on PO's are reviewed to ensure compliance.	☐	
5.9	Does your company **only** buy from authorized distributors?	☐	
5.10	Does your company buy from third-party distributors?	☐	
	6.0 RECEIVING INSPECTION	**REPLY**	**COMMENTS**
6.1	Is each lot of material received subjected to receiving inspection?	☐	
6.2	Are inspectors provided with adequate inspection instructions?	☐	
6.3	Does your company have a documentation system to trace lot of material received until lot is expended?	☐	
6.4	Can evidence of receiving inspection acceptance be found in each lot of material as it moves through the manufacturing process?	☐	

6.5	Does your company have a system to ensure drawings used by receiving inspection are legible and reflect the latest changes?		
6.6	Does your company perform sampling inspection (when applicable) in compliance with established recognized standards?		
	7.0 PRODUCT REALIZATION	**REPLY**	**COMMENTS**
7.1	Does your company perform any special processes? **If YES:** Complete questions 7.1.1 and 7.1.2. **If NO:** Skip questions 7.1.1 and 7.1.2 and continue at 7.3		
7.1.1	Is your Company National Aerospace and Defense Contractors Accreditation Program (NADCAP) accredited? **If YES:** Provide a copy of certification and skip this section.		
7.2	List special processes your company performs: • ________________ • ________________ • ________________		
7.3	Are all raw materials and work-in-process identified throughout the production process?		
7.4	Do you have documented processes and procedures for handling, packaging and preservation of raw materials, work-in-process, and finished goods?		
7.5	Do you maintain control over limited shelf-life materials throughout the production process?		
	8.0 IN-PROCESS INSPECTION	**REPLY**	**COMMENTS**
8.1	Does your company perform in-process product inspection? **If NO:** Skip this section		
8.2	Is there an in-process traveler or inspection record on each unit or lot?		
8.3	Do manufacturing and quality personnel annotate the traveler for each operation performed?		
8.4	Are adequate inspection instructions made available to all in-process inspection personnel?		
8.5	Are drawings used for inspection legible and reflect the latest changes?		
8.6	Are measuring devices, gauges and test equipment required for in-process inspection available and are they adequate?		
8.7	Is sampling inspection (when applicable) performed in compliance with established, recognized standards?		
8.8	Does your company maintain a system for the proper identification of the inspection status of in-process materials?		

	9.0 MEASURING DEVICES AND TEST EQUIPMENT	REPLY	COMMENTS
9.1	Whenever measuring devices, gauges or test equipment items are reworked, are they inspected and calibrated prior to use?		
9.2	When new measuring devices, gauges and test equipment are acquired, are they inspected and calibrated prior to use?		
9.3	Are processes for calibrating measuring devices, gauges and test equipment covered by written procedures?		
9.4	Do all measuring devices, gauges and test equipment carry stamps which indicate the most recent calibration date and the date when the next calibration is to be performed?		
9.5	Does supplier's Quality Organization maintain a system for the automatic recall and periodic recalibration of all measuring devices, gauges and test equipment?		
9.6	Are calibration certificates with NIST traceability on file for all tools or calibration standards?		
	10.0 CONTROL OF NONCONFORMING PRODUCT	**REPLY**	**COMMENTS**
10.1	Does supplier maintain a documented system for handling of nonconforming materials?		
10.2	Does supplier maintain a documented system for removing/segregating nonconforming supplies from the product flow?		
10.3	Does supplier maintain a documented system for taking corrective action in order to prevent repetitive discrepancies?		
10.4	Does supplier maintain a documented system for following up on all corrective action requests?		
10.5	Are reports on nonconforming materials are regularly prepared and reviewed by management for action?		
	11.0 FINAL INSPECTION	**REPLY**	**COMMENTS**
11.1	Does your company perform final product inspection? (**If "NO"** skip this section)		
11.2	Does your company perform first article inspection?		
11.3	Are adequate inspection instructions available to final inspection personnel?		
11.4	Are written instructions and procedures readily available to all final inspection personnel?		
11.5	Are drawings used by final inspection legible and reflect the latest changes?		
11.6	Are measuring devices, gauges and test equipment required for final inspection available and adequate?		
11.7	Is sampling inspection, when applicable, performed in compliance with established, recognized standards?		
	12.0 DISTRIBUTORS	**REPLY**	**COMMENTS**
12.1	Does your company procure parts, materials and assemblies and resell these products to a customer in the aviation, space and defense industries?		
12.2	Does your company procure products and split them into smaller quantities including that which is coordinated as a customer-controlled service on the product?		

12.3	Does your company maintain or repair products?	☐	
12.4	Does your company's QMS address customer and applicable statutory and regulatory QMS requirements?	☐	
12.5	Are records of product origin, conformity and shipment maintained in accordance with customer, statutory and regulatory requirements?	☐	
12.6	What records does your company maintain? ☐ The original manufacturer's Certificate of Conformity (C of C) and related documents; ☐ Manufacturer, distributor, repair station, test and inspection reports; ☐ C of C (manufacturer, sub-tier distributor), copies of air-worthiness certificates; ☐ Non-conformance, concession and corrective action records; ☐ Lot or batch traceability records; ☐ Environmental or shelf-life condition records		
12.7	Will these records be made available to the requesting customer (with reasonable notice)?	☐	
12.8	Where records are stored in an electronic form, are these electronic records secured to prevent unauthorized alteration or corruption due to software or system changes?	☐	
12.9	Does your company maintain product identification and traceability by suitable means (e.g., labels, bar codes) from receipt; during splitting, storage, packaging, and preservation operations; and until delivery (including subcontracted handling or packing operations)?	☐	
12.10	When required, does your company provide the customer with evidence of the product's conformity?	☐	
12.11	When splitting product, are copies of original documents annotated with the following information: amount delivered relative to amount received, Purchase Order number, customer's name and supplier's name?	☐	
12.12	Does your company have a documented process to ensure that product which does not conform to product requirements is identified and controlled to prevent its unintended use or delivery?	☐	
	13.0 SHIPPING AND RECEIVING	**REPLY**	**COMMENTS**
13.1	Do you withhold product shipment pending completion and acceptance of all inspections and tests?	☐	
13.2	Does your Quality Organization operate any shipping inspection functions? Describe:	☐	
13.3	Are all shipping inspection operations performed in accordance with written instructions?	☐	
13.4	Do shipping inspectors have ready access to customer specified packaging instructions?	☐	
13.5	When required, are certified packaging materials are used?	☐	

	14.0 COMMUNICATION AND TRACKING	REPLY	COMMENTS
14.1	How do you notify your customer(s) when defects are discovered? Describe:		
14.2	How do you notify your customer(s) of your delivery date status? Describe:		
14.3	Does your company track the turn-around time for confirming back a Purchase Order(s) to the customer in a timely fashion?		
14.4	Do you track On-Time Delivery and Acceptance Rates for your customers? **If YES:** Describe:		
14.5	Do you track On-Time Delivery and Acceptance Rates from your suppliers? **If YES:** Describe:		

SUBMITTAL CHECKLIST:

- ***ATTACH COPIES OF ALL REQUESTED CERTIFICATIONS***
- ***SIGN AND ATTACH MUTUAL CONFIDENTIALITY AGREEMENT***

BY SUBMISSION OF THIS SUPPLIER QUALITY SURVEY, SUPPLIER CERTIFIES ALL RESPONSES ARE TRUE TO THE BEST OF THEIR KNOWLEDGE.

SUPPLIER AGREES TO COMPLY WITH A REQUEST FOR AN ON-SITE AUDIT (WITH REASONABLE NOTICE).

Survey Completed By:

Signature: ________________________________ **Date:** ____________________________________

Name: ___________________________________ **Title:** _____________________________________

Company Name: ____

Address: _________________________________ **City/State/Zip:** _____________________________

Phone No.: _______________________________ **Email:** ____________________________________

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement") made and entered into as of this [DAY] of [MONTH], [YEAR] ___________________________ ("Effective Date"), between [COMPANY NAME] ____________________________, a [STATE/COUNTRY] ______________ corporation having an office and place of business at [ADDRESS]____________________________________ ("Company") and [AAR OEM Supply – NewVac], a corporation organized and existing under the laws of the State of [California], U.S.A., having an office and place of business at [9330 De Soto Avenue, Chatsworth, CA 91311] ("AAR") (Company and AAR, each a "Party" and together the "Parties").

WHEREAS, for the mutual benefit of the Parties and to enable the Parties to discuss AAR business strategies (the "Purpose"), each Party may wish to disclose (but is not obligated to disclose) to the other certain non -public, confidential or proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, the Parties agree as follows:

1. **Confidential Information**. Except as set out in Section 2, below, "Confidential Information" means all non-public, confidential, or proprietary information disclosed on or after the Effective Date, by either Party (a "Disclosing Party") to the other Party (a "Receiving Party") or its affiliates, or to any of such Receiving Party's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic, or other form of media, and whether or not marked, designated, or otherwise identified as "confidential" including, but not limited to, patents and patent applications, trade secrets, copyrighted information, price lists, business plans, data, materials, products, technology, computer programs, specifications, manuals, ideas, techniques, processes, know-how, inventions, models, drawings, algorithms, and source code document and information provided, disclosed, submitted, received or made accessible to the Receiving Party in connection with the Purpose prior to the Effective Date of this Agreement. Confidential Information also includes: (x) the facts that the Parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

2. **Exclusions from Confidential Information**. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

   a. is or becomes, generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or any of its Representatives;

   b. is obtained by Receiving Party or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information;

   c. was in the possession of the Receiving Party or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or

d. was or is independently developed by the Receiving Party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

3. **Receiving Party Obligations**. The Parties agree to:

a. protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

b. not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the Disclosing Party's proprietary services, products, and/or confidential intellectual property;

c. not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who: (i) need to know the Confidential Information to assist the Receiving Party, or act on its behalf, in relation to the Purpose or to exercise its rights under this Agreement; (ii) are informed by the Receiving Party of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than the terms and conditions of this Agreement; and

d. be responsible for any breach of this Agreement caused by any of its Representatives.

4. **Securities Law**. The Receiving Party hereby acknowledges that it is aware, and that it will advise or has advised its Representatives who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

5. **Export**. Export regulations may apply to any authorized disclosure of a Disclosing Party's Confidential Information by the Receiving Party. This agreement does not authorize export of technical data. The Receiving Party shall control access to information received hereunder in accordance with all applicable U.S. export laws and regulations.

6. **Required Disclosure**. In the event the Receiving Party or any of its Representatives is required by applicable law or valid legal order issued by a court or governmental agency of competent jurisdiction to disclose any Confidential Information, and to the extent legally permissible, Receiving Party shall promptly notify Disclosing Party of such requirements so that Disclosing Party may seek, at Disclosing Party's expense, a protective order or other remedy, and Receiving Party shall reasonably assist Disclosing Party therewith. If Receiving Party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

7. **Reporting**. NO PROVISION IN THIS AGREEMENT OR ANY CONTRACT ENTERED INTO PURSUANT TO THIS AGREEMENT SHALL BE CONSTRUED TO PROHIBIT OR OTHERWISE RESTRICT A PARTY FROM LAWFULLY REPORTING WASTE, FRAUD, OR ABUSE TO THE GOVERNMENT, OR A DESIGNATED INVESTIGATIVE OR LAW ENFORCEMENT REPRESENTATIVE OF A FEDERAL DEPARTMENT OR AGENCY AUTHORIZED TO RECEIVE SUCH INFORMATION UNDER THE POTENTIAL TRANSACTION OR RELATED CONTRACT.

8. **Return or Destruction of Confidential Information**. Upon termination or expiration of this Agreement, or at the Disclosing Party’s written request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information solely for audit, disaster recovery, legal and/or regulatory purpose or copies that are stored on the Receiving Party’s backup and disaster recovery systems until the ordinary course deletion thereof. The Receiving Party shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

9. **Term and Termination**. The term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise. Notwithstanding anything to the contrary herein, each Party’s rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of three (3) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Receiving Party.

10. **No Representations or Warranties**. This Agreement imposes no obligation on either Party to disclose any Confidential Information or to negotiate for, enter into, or otherwise pursue the Purpose. Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to the Receiving Party or any of its Representatives relating to or resulting from the Receiving Party’s use of any of the Confidential Information or any errors therein or omissions therefrom.

11. **No Transfer of Rights, Title, or Interest**. Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Receiving Party or any of its Representatives; the Receiving Party may only use the Disclosing Party’s Confidential Information in accordance with this Agreement and only for the Purpose.

12. **Remedies**. Receiving Party acknowledges and agrees that any breach of this Agreement may cause irreparable harm and injury to Disclosing Party for which money damages would be an inadequate remedy. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

13. **Governing Law, Jurisdiction, and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the U.S. federal courts or the courts of the State of New York in each case located in the Borough of Manhattan, New York, New York, and each Party submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non-conveniens.

14. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing, be sent to the address set forth in the preamble of this Agreement, and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when delivered to the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when delivered to the addressee after mailing, by certified or registered mail, return receipt requested, postage prepaid.

15. **Miscellaneous**.

    a. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

    b. Amendment. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

    c. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

    d. Counterparts. This Agreement may be executed (including execution by electronic means) in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

    e. Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

f. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

g. Language. This Agreement is written in the English language. In the event of any inconsistency between the English language and any translation thereof, the English language shall control.

h. No Construction Against Drafter; Interpretation. Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms “include” and “including” indicate examples of a predicate word or clause and not a limitation on that word or clause.

i. Section Headings and Numbers. The division of this Agreement into sections and the inclusion of headings and section numbers are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

j. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k. Costs of Preparation. Except where stated otherwise, each Party hereto shall bear all its general costs and expenses related to the performance of its obligations under this Agreement and its preparation.

l. Independent Contractor. Neither Party shall have the authority to obligate the other Party in any manner whatsoever without the prior written consent of such other Party having been obtained from a duly authorized representative, it being understood that the relationship of the Parties is that of independent contractors. Nothing herein is deemed to create a partnership or joint venture between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[AAR OEM Supply - NewVac]		[Company]	
By:	______________________	By:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________

Supplier Compliance Certification (Export-Cyber-Telecom)

A response is required for all in order to be marked complete

Legal Entity Name: ______________________________ Cage Code: ____________

Please read the following statements, address the appropriate boxes, sign the certification on the last page and return this form to your AAR OEM Supply - NewVac point-of-contact (POC). (* required field)

SECTION I – Export Control Certification:

As a potential customer, supplier or subcontractor to AAR OEM Supply - NewVac, this Supplier Compliance Certification is required to be completed by all suppliers with whom AAR OEM Supply - NewVac conducts business with to ensure AAR OEM Supply - NewVac's suppliers are in compliance with all U.S. government export control regulations, including the U.S. State Department International Traffic in Arms Regulations (ITAR) and the Commerce Department Export Administration Regulations (EAR). Failure to complete this certification may result in loss of related business.

REQUIREMENTS	REPLY
*Is this company or legal entity registered with the Directorate of Defense Trade Controls (DDTC) per ITAR 22 C.F.R. § 122.1? **If YES: Provide copy of cert and record expiration date: _________________**	<select>
*Is this company or legal entity a U.S. corporation, business association, partnership, society, trust or any other entity that is incorporated to do business in the U.S.? **If NO: List country of ownership/control _________________________________**	<select>
Has this company implemented a Technology Control Plan or other safeguards to prevent Foreign Persons from having access to export controlled Technical Data, Services, and Hardware unless authorized (license, exemption, etc.) to do so by the U.S. Government?	<select>
Does this company employ, contract with, or consult with any Foreign Person(s) at its U.S. locations?	<select>
*Will any foreign company, affiliates, subsidiaries, facilities or foreign third-party facilities be involved in any way with AAR OEM Supply - NewVac's transactions?	<select>

*A Foreign Person means any natural person who is not a U.S. citizen, or a lawful permanent resident of the U.S. (i.e. U.S. green card holder) and includes any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S. as defined by 22.C.F.R.§ 120.16

- This company understands its legal responsibilities under U.S. export control laws and regulations, including ITAR and EAR and certifies that it will not violate any applicable export control laws and regulations.
- This company certifies that it will not provide **Foreign Persons*** access to AAR OEM Supply - NewVac's export-controlled goods, services or technical data, either in the U.S. or abroad without export authorization from the U.S. Government.

- By signing this document, I certify that I am a responsible principal of the company listed above and authorized to legally obligate the company and I am authorized to sign this Supplier Certification on behalf of the company for U.S. Export Compliance.
- I further certify that the information provided on behalf of my company is true and correct and I am responsible for notifying AAR OEM Supply - NewVac of any changes to my company's standing with the U.S. Department of State with regard to export/import compliance and/or debarment.

SECTION II – Cyber Security Validation:

MANDATORY DOD CYBER SECURITY COMPLIANCE SUPPLIER VERIFICATION FORM

All contractors that provide goods and/or services in connection with U.S. Department of Defense (DOD) programs are required by law to comply with Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012, which mandates the protection of all Covered Defense Information (CDI) that are "collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance" of a DOD contract that contains such clause. This obligation is required to be flowed down to all subcontractors (including commercial items suppliers) at every tier. In addition to protecting controlled technical information, the DFARS clause relies upon the National Archives' Controlled Unclassified Information (CUI) Registry to broadly include (for example) most export controlled data, cost and pricing data, law enforcement information, and personally identifiable information. The DFARS clause also specifically mandates that companies meet the 110 information technology (IT) security standards detailed in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171r2, and imposes various prompt reporting obligations in the event of a cyber incident. This Supplier Verification Form is intended to ensure your company's awareness of these mandatory requirements, and to obtain confirmation that your company complies with these obligations. Failure to timely respond to this verification request may result in this company being ineligible for business with AAR OEM Supply - NewVac.

SAFEGUARDING COVERED DEFENSE INFORMATION (CDI) and COVERED UNCLASSIFIED INFORMATION (CUI) AND CYBER INCIDENT REPORTING, Reference FAR 52.204-21, DFAR 252.204-7012 SUPPLIER VERIFICATIONS
(*Check applicable box*) - On behalf of this company. (****A response is required on all 4 questions in order to be marked complete.*)

*1. We have reviewed and understand these DoD requirements, and:

- ☐ Our company has fully implemented the 110 NIST controls, and we comply with all of the DFARS 252.204-7012 obligations, or
- ☐ While our company has not fully implemented the 110 NIST controls, we have a System Security Plan (SSP) and requisite Plans of Action and Milestones (POAM) in place for prompt remediation of any identified gaps with the 110 NIST controls, and we comply with all of the DFARS 252.204-7012 obligations, or
- ☐ Our company is unable to comply with DFARS 252.204-7012, or
- ☐ N/A. Our company only provides commercially available off the shelf (COTS) items to AAR OEM Supply - NewVac

***2**. Compliance with NIST 800-171 is required by the DFARS 252.204-7012 clause, which is flowed down to suppliers as required. Under the DFARS 252.204-7019 and DFARS 252.204-7020 clauses, AAR OEM Supply - NewVac is prohibited from awarding a subcontract or similar contractual instrument to a supplier that is subject to the implementation of NIST SP 800-171 security requirements in accordance with the DFARS clause 252.204-7012, unless the supplier has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment and has a current NIST 800-171 compliance assessment score on file with the Supplier Performance Risk Management Systems (SPRS).

We understand that these DFARS obligations include mandatory flow-downs to our suppliers, and:

☐ Our company has verified that our existing next-tier suppliers (and will do so with any new suppliers) are aware of the DFARS 252.204-7012 obligation and has verified their compliance status, or

☐ Our company has not implemented such a supplier verification process.

***3**. Our company has documented a Basic (self) NIST SP 800-171 DoD Assessment score in Supplier Performance Risk System (SPRS).

☐ YES
☐ NO

LIST CAGE CODES BELOW for any entity that is performing efforts or delivering goods to AAR OEM Supply - NewVac and indicate "YES" or "NO" for each one as well as the additional information Required

Cage Code	Deliver goods to NewVac?	Date of Assessment	Summary Level Score	Date score of 110 expected to be achieved
	<select>			
	<select>			
	<select>			

***4**. The supplier has acquired a DoD approved Medium Assurance Certificate as required under DFARS 252.204-7012(c)(3) for incident reporting

☐ YES
☐ NO

REFERENCES

- DFARS Clause: https://www.acq.osd.mil/dpap/dars/dfars/html/current/252204.htm#252.204-7012
- National Archives CUI Registry: http://www.archives.gov/cui/registry/category-lisT
- NIST SP800-171r2 Standards: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r2.pdf

SECTION III – Covered Telecom Representations:

COVERED TELECOMMUNICATIONS AND COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATIONS

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment – FAR 52.204-24 (OCT 2020)

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment – FAR 52.204-25 (AUG 2020)

Covered Telecommunications Equipment or Services-Representation – FAR 52.204-26 (OCT 2020)

*Section 889(a)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L.115-232) prohibits any U.S. Government contractor, from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services, as more specifically described in Federal Acquisition Regulation clause 52.204-25, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment,"

- ☐ Supplier or Subcontractor represents that it **does** provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- ☐ Supplier or Subcontractor represents that it **does NOT** provide covered telecommunications equipment and services.

*After conducting a reasonable inquiry for purposes of this representation,

- ☐ Supplier or Subcontractor represents that it **does** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
- ☐ Supplier or Subcontractor represents that it **does NOT** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

The Supplier shall provide the additional disclosure information required FAR 52.204-24(e)(1) if the Supplier responds "does" above.

AUTHORIZED SUPPLIER or SUBCONTRACTOR POC

As a duly authorized representative of the Company, Company understands that certain goods and data either provided to AAR OEM Supply - NewVac or its subsidiaries or provided by AAR OEM Supply - NewVac to the Company may be subject to U.S. Government acquisition and export control laws and regulations including Defense Federal Acquisition Regulation Supplement (DFARS), Export Administration Regulations (EAR), and International Traffic in Arms Regulations (ITAR). Company understands that providing access to U.S. export-controlled goods, data, or services to non-U.S. persons either in the U.S. or abroad is prohibited without prior written authorization from the U.S. Government and AAR OEM Supply - NewVac. Company further certifies that it will notify AAR OEM Supply - NewVac's export compliance officer Andrea Goodman andrea.goodman@aarcorp.com of any changes to these representations and certification. As a duly authorized representative of the Company, you certify that Company will comply with all statements herein and that all statements herein regarding Company are true:

* Company Legal Entity: ____ *Cage Code: __________
* Parent Company (N/A if not applicable): ____
* State of Incorporation: _____ *Company Website: ____________________________________
* Address: ____
* City: __________________________ * State: __________ * Zip Code: _________ * Country: ____
* Printed Name: _____________________________ * Title: _________________________________
* Phone Number: ___________________ * Email Address: ______________________________________
* Signature Field: _______________________________ * Date: _______________