



RESELLER END USE AND EXPORT COMPLIANCE CERTIFICATION (EUC) INSTRUCTIONS

Dear Valued Reseller:

As part of the Trade Compliance Policy and due diligence maintained by Arrow Electronics, Inc. and Arrow's subsidiaries and affiliates (collectively "Arrow" or "we"), we request that your company complete and sign the attached End Use & Export Compliance Certification ("EUC"). The document defines the importance of adherence to trade control laws and regulations by our resellers as they relate to the products we provide.

This document must be completed legibly (typed or printed) and in full by the reseller. Should any sections of the form not be satisfactorily completed, it will be returned to the sender for revision. Please note "Arrow" includes Arrow Electronics, Inc. and its subsidiaries and affiliates.

After completion, pages 3 and 4 must both be returned to the Arrow contact in your Region.

Instructions by Line:

8. Select **ONE** option. If selecting "government end user" fill in the country the reseller belongs to.

9. Select **ALL** of the options that are applicable to the Company or Reseller (individual)

* Refer to the definitions on Page 2

10. Select **ALL** of the options that are applicable to the reseller.

11. The EUC is designed to cover all Reseller global locations. If you do not wish to cover all locations, please strikethrough (cross out) this entire line and initial. If Section 11 is crossed out, the EUC will only cover the location listed in Reseller Address.

Reseller Name: Type or print the **full legal** name of the Company or Reseller (individual)

Reseller Address: Type or print the address (including Country) of the Company or Reseller (individual)

Reseller Website (URL): Type or print the website address of the Company or Reseller (individual)

* **If no website is available, a Company Profile and Business registration documents are required.**

Description of Reseller's Business Activities: Type or print description of business activities.

Signature of Reseller Representative: The individual signing the attached form must have the authority to sign on behalf of the Reseller and be a Trade Compliance Empowered Official or in a Manager or higher-level position with the Reseller. This is a required signature.

Printed Name & Job Title of Signatory: Both are required. Print or type the name of the individual signing the document and their job title.

Official Company Chop/Stamp/Seal: This is required for any Reseller or Company in Russia, China and Hong Kong.

Date: Please format date as DD-MM-YYYY

Telephone Number: Type or print the phone number of the Company or Reseller (individual)

Email Address: Type or print the email address of the Company or Reseller (individual)

The EUC must be completed, signed and dated prior to return. The individual signing the attached form must have the authority to sign on behalf of the Reseller. Please return the entire 2-page form electronically as a scanned file to your Arrow sales representative.



Please use the following definitions when completing the EUC:

- Military/Defense - Work that includes the use, development, or production of any item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military or military intelligence items. This definition refers both to direct use (for parts, components or subsystems of weapons and other defense articles) and indirect use (weapon design and development, testing, repair, and maintenance).
- Government (non-military) - Work that is associated with any form of local, state/provincial, or national government, and is not related to the development, production, maintenance or use of any type of military or defense or weapons system.
- Civil/commercial - Work that is not associated with any form of local, state/provincial, or national government, and is not related to any type of military or defense or weapons system.
- Military end user, as defined in Part 744 of the U.S. Export Administration Regulations (“EAR”), 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.
- 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); incorporation into items classified under Export Control Classification Numbers (ECCNs) ending in “A018” or under “600 series” ECCNs; or any item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, “development,” or “production,” of military items so described.
- Military-intelligence end use as defined in Part 744 of the EAR, means the design, development, production, or use of military items which are intended to support the actions or functions of a 'military-intelligence end user,' as defined in this section. 'Military-intelligence end user' means any intelligence or reconnaissance organization of the armed services (army, navy, marine, air force, or coast guard).
- Government end user means any foreign central, regional or local government department, agency, or other entity performing governmental functions; including governmental research institutions, governmental corporation or their separate business units, and international governmental organizations. This term does NOT include: utilities (including telecommunications companies and Internet service providers); banks and financial institutions; transportation; broadcast or entertainment; educational organizations (except public schools and universities); civil health and medical organizations (including public civilian hospitals); retail or wholesale firms; and manufacturing or industrial entities.
- “Supercomputer” means a computing “system” having a collective maximum theoretical compute capacity of 100 or more double-precision (64-bit) petaflops or 200 or more single-precision (32-bit) petaflops within a 41,600 cubic feet or smaller envelope.
- As used in Section 6, “advanced semiconductors” include:
 - a) Logic integrated circuits using a non-planar transistor architecture or with a “production” technology node of 16/14 nanometers or less;
 - b) NOT AND (NAND) memory integrated circuits with 128 layers or more; or
 - c) Dynamic random-access memory (DRAM) integrated circuits using a “production” technology node of 18 nanometer half-pitch or less.

Your completed EUC will remain in effect for three (3) years, unless material changes occur that require an earlier update, such as changes to your business activities, contact information, or the end use(s) of the products you receive from Arrow. We require that you notify us in writing of any such changes, and complete and return a new EUC. Arrow will contact you periodically to ensure the accuracy of the data contained in your completed EUC.

We appreciate your support of this requirement and your understanding of the importance of compliance with global trade controls.

Regards,

Arrow Trade Compliance Risk Management

RESELLER END USE AND EXPORT COMPLIANCE CERTIFICATION (EUC)

Reseller, including its subsidiaries and affiliates ("Reseller"), understands that the commodities, software and or technology ("Items") it purchases or receives from Arrow Electronics Inc. and Arrow's subsidiaries and affiliates (hereinafter, "Arrow") may be subject to export, re-export, or other restrictions. Therefore, Reseller agrees to abide by all applicable laws and regulations relating to the export and re-export of such items. In particular:

1. Reseller certifies that to its knowledge, the Items will not be used directly or indirectly, sold, re-exported, transferred, or incorporated into products for the benefit of persons or entities named on any United States, United Nations, European Union or other applicable government denied or restricted party list. Such lists include, but are not limited to, the Entity List at Part 744 of the U.S. Export Administration Regulations ("EAR") and the U.S. Office of Foreign Assets Control Specially Designated Nationals list.
2. Reseller certifies that to its knowledge, except as authorized under applicable laws and regulations, the Items will not be exported, re-exported, or transferred directly or indirectly, diverted or transshipped to or via any country in violation of any United Nations, United States, European Union or any other applicable embargo, including but not limited to Cuba, Iran, North Korea, Syria, Russia, Belarus, Crimea, Donetsk, Luhansk, or any destination defined as country group E in Supplement No. 1 to Part 740 of the EAR and other destination restrictions found therein.
3. Reseller understands that U.S. origin Items, and foreign manufactured products that incorporate U.S. origin content may be subject to the EAR. In the event of re-export or transfer, Reseller will obtain all required permissions (i.e., export licenses, permits, etc.) from the U.S. Government and any other applicable government.
4. Reseller certifies that to its knowledge, except as authorized under applicable laws and regulations, the Items will not be used, sold, re-exported, transferred, or incorporated into products used directly or indirectly in the design, development, production, stockpiling, or use of chemical or biological weapons, nuclear programs, missiles, maritime nuclear propulsion projects, or any other prohibited end-use under applicable laws and regulations.
5. Reseller certifies that to its knowledge, except as authorized under applicable laws and regulations, the Items will not be used directly or indirectly, sold, re-exported, transferred, or incorporated into products for "military end use," "military end users," "military-intelligence end use," or "military-intelligence end users," as those terms are defined in Part 744 of the EAR.
6. Reseller certifies that the Items will not be used in activities that involve the development or production of advanced semiconductors, semiconductor manufacturing equipment, or related parts and components, or for the development, production or use of supercomputers or related parts and components in China, Hong Kong, or Macau, as provided in Part 744.23 of the EAR.
7. If purchasing ITAR controlled Items, Reseller understands and agrees to comply with 22 CFR 122, U.S. International Traffic in Arms Regulation ("ITAR"). Reseller understands that any re-export of any ITAR controlled Items, or any re-export or transfer of an end-item that incorporates any ITAR controlled component, requires authorization from the United States Department of State.
8. Reseller certifies that it (please select one) (see instructions for definitions):
☐ **is** a "government end user" belonging to the following country: _____.; or
☐ **is not** a "government end user"
9. Reseller certifies that they manufacture for, sell to, or service the following industries (please select all that are applicable for your business) (see instructions for definitions):
Military/Defense ☐
Government (non-military) ☐
Civil/Commercial ☐
10. Reseller certifies the nature of their entity (please select all that are applicable to your business):
Contract Manufacturer/Electronic Manufacturing Services/Original Design Manufacturer ☐
Distributor/Broker/Trader/Reseller ☐
Original Equipment Manufacturer ☐



11. Reseller acknowledges that it has multiple company locations and this EUC covers all global locations. In doing so, the Reseller certifies that employees at each of their locations will adhere to all applicable export and re-export control laws and regulations covering the Arrow distributed products.

Reseller Name: _____

Reseller Address: _____

Reseller Website URL: _____

Description of Reseller's Business Activities: _____

Signature of Reseller Representative: _____

Printed Name & Job Title of Signatory (both are required): _____

Official Company Chop/Stamp/Seal (see instructions): _____

Date (dd-mm-yyyy): _____

Telephone Number: _____

Email Address: _____

For Arrow Internal Use Only: _____

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