

**CUSTOMER CONTRACT REQUIREMENTS**  
**E-737 AEWK Korea TSP-4**  
**CUSTOMER CONTRACT KFX-DAPA-33AE0BP02**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**KFX-DAPA-33AE0BP02 Special Provisions .**

**A. MAINTENANCE OF SECRECY**

1. Seller warrants that any data or information related to this Contract, shall be held and preserved as "Confidential Matters of the Republic of Korea" in strict compliance with the relevant laws and regulations of the Republic of Korea. Documents provided shall be protected in accordance with the equivalent U.S. or Korean security classification. Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company."
2. Any documents or correspondence in relation to and in connection with this Contract, whether or not marked "Confidential," therein, shall not be disclosed in any way outside of Seller's organization and shall not be disclosed or released to any other unauthorized person or corporation without Buyer's written consent.

**B. PROPER CONTRACT PRICE**

1. The Seller shall guarantee that all the prices specified in this Contract do not include any improper costs, and warrant that this Contract is made directly between the Seller and Buyer.
2. The Seller shall guarantee that the prices stated in this contract do not exceed the Seller's regular prices adjusted for export differential and the prices are not higher than those stated to other buyers similarly situated at the time of proposal submittal or contract award.

**C. INTELLECTUAL PROPERTY RIGHTS**

If Buyer or end-customer becomes subject to a suit, any other claim, etc. in which a third party alleges that the Goods/Services or any part thereof provided by the Seller infringes an intellectual property right, the Seller shall, in good faith at its own expense and option, conduct the following actions:

- a. Settle the claim in an amicable way such as reconciliation with the claimant;
- b. Procure or obtain the right for Buyer and Buyer's customer to use such Good/Service in a manner intended in this Contract.
- c. Replace or modify the Good/Service in compliance with the conditions and specifications of this

Contract, so that the infringement is discontinued and the Good/Service is continued in accordance with the Contract.

#### **D. SPECIAL TERMS AND CONDITIONS FOR INTEGRITY PLEDGE**

1. The purpose of this clause is to stipulate what constitutes violation of the Integrity Pledge and penalties for such violation.

2. Seller and any agent shall be aware of and observe what is stipulated in the Integrity Pledge, as signing and fulfilling this Contract, including prohibition of offering valuables or entertainment (including provision of unfair job opportunities), and requesting certain information.

3. In the event there is any violation of the Integrity Pledge in the areas listed below by Seller, Buyer's customer (DAPA) holds the right to restrict participation in programs as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58):

a. Promise or provision of payment, valuables, entertainment, or other improper financial advantages (including provision of unfair job opportunities) to the relevant public servants or officials directly or indirectly (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program Management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract.

b. Request of certain information for a defense program.

c. Disclosure of certain information to a third party without approval, including R&D results obtained during implementation of the contract.

4. In the event there is an action that constitutes as violation of the Integrity Pledge, Buyer is entitled to revoke or terminate the Contract.

#### **E. FORCE MAJEURE**

Immediately after, but no later than 10 days after, the occurrence of a Force Majeure Event, Seller shall notify Buyer in writing, containing a written certificate issued by an authorized government agency or a similar independent third party in the location where the event occurred. The certificate shall indicate:

a. The Seller could not reasonably foresee occurrence of Force Majeure Event at the time of execution of contract; and

b. The Seller could not control the failure of or the delay in Delivery of Goods/Services due to such Force Majeure Event.

#### **F. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF GOODS/ SERVICE TO NORTH KOREA**

1. These special provisions are primarily purposed to prohibit any direct or indirect sale of the Goods/Services to North Korea. The Goods/Services stated herein includes any related technical data and information.

2. The Seller warrants that any goods same as or similar to the Goods/Services shall not be sold or transferred to North Korea, regardless of whether or not the Seller is involved directly in such sale or transfer.

3. In case Buyer has obtained the information that Seller has violated these special provisions, Buyer shall:

a. Make a claim for recovery of all payments made to Seller.

b. Make a claim for recovery of other losses incurred to Buyer.

4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Goods/Services stated herein.
5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.
6. Where an agent for the Seller is involved in this contract, these special provisions are binding upon such agent.