



NewVac, LLC

NewVac (Cage Code 63127) and American Defense Interconnect (Cage Code 60118)
An American Distributors, LLC Company

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

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

//sig.

Attachments: Supplier Quality Survey
Non-Disclosure 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Title</th> <th style="width: 25%;">Phone Number</th> <th style="width: 25%;">Email:</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">Quality Manager</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Purchasing Manager</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">General Manager</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Title	Phone Number	Email:		Quality Manager				Purchasing Manager				General Manager		
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	<p>Quality Management System: Is your company's Quality Management System (QMS) currently certified under the ISO or AS9100 Family of Standards?</p> <p>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.</p> <ul style="list-style-type: none"> • 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 <p>If NO: Complete entire Supplier Quality Survey.</p>		
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	<p><u>Joint Certification Program (JCP):</u> Is your company JCP Certified (Form 2345)?</p> <p>If YES: Provide copy of the certificate.</p>		



<p>2.2.2</p>	<p>Does your company have access to DLA Export-Controlled Data (Cfolders)?</p> <p>If YES – Provide Approval letter from the DLA to Access DLA Export-Controlled Data (valid for 3 years from date of letter)</p> <p>-----</p> <p><i>[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.</i></p> <p>Date of email confirmation: _____</p> <p>Name and/or Signature of person who sent email to DLA:</p> <p>_____</p> <p>IF NOT CONFIRMED – NOTE IN VENDOR FILE – EXPORT CONTROLLED TECHNICAL DATA FLOW DOWN PROHIBITED</p>		
<p>2.3</p>	<p>Complete Addendum “Supplier Compliance Certification (Export-Cyber-Telecom)” that is attached to this survey.</p> <p>-----</p> <p><i>[Internal use only] Add cert expiration date below and into log.</i></p> <p>EXP. DATE: _____</p>		
<p>2.3.1</p>	<p>Does your company have a viable Export Compliance Program consistent with the compliance guidelines issued by the DDTC – Department of Defense Trade Controls?</p>		



<p>2.3.2</p>	<p>COMPLETE only if you selected your company was not registered with the DDTC in section 2.3, otherwise skip to Section 2.5</p> <p>1. Are you a non-U.S. company or other legal entity?</p> <ul style="list-style-type: none"> • 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). <p>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?</p> <ul style="list-style-type: none"> • 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 <p>3. Does your company perform work at non-U.S. facilities, affiliates, or subsidiaries?</p> <p>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?</p>		
<p>2.4</p>	<p><u>OTHER:</u> List any other certification(s) your company may have and provide a copy of each certificate with expiration date:</p> <ul style="list-style-type: none"> • _____ EXP. Date: _____ • _____ EXP. Date: _____ • _____ EXP. Date: _____ 		
<p>2.5</p>	<p><u>Export Administration Regulations (EAR)</u> - Does your company have a viable Export Compliance Program consistent with the compliance guidelines used by the EAR – Export Administration Regulations?</p>		



3.0 FLOW DOWN REQUIREMENTS		REPLY	COMMENTS
3.1	<u>FAR/DFARS/Customer Required Flow-downs:</u> 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: <ul style="list-style-type: none"> • _____ • _____ • _____ 		
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	<p>What records does your company maintain?</p> <p><input type="checkbox"/> The original manufacturer's Certificate of Conformity (C of C) and related documents;</p> <p><input type="checkbox"/> Manufacturer, distributor, repair station, test and inspection reports;</p> <p><input type="checkbox"/> C of C (manufacturer, sub-tier distributor), copies of air-worthiness certificates;</p> <p><input type="checkbox"/> Non-conformance, concession and corrective action records;</p> <p><input type="checkbox"/> Lot or batch traceability records;</p> <p><input type="checkbox"/> Environmental or shelf-life condition records</p>		
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 NON DISCLOSURE 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: _____



NEWVAC, LLC NON-DISCLOSURE AGREEMENT
(STANDARD RECIPROCAL)

THIS AGREEMENT (the "Agreement") is made between NewVac, LLC, a Delaware corporation, and (company name) _____, with its/their primary location at (address) _____ (city) _____, (state) _____, (zip) _____ and entered into this (day) _____, of (month), (year) _____.

In consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

(a) "Confidential Information" means nonpublic information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this Agreement.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

(a) Receiving Party shall not disclose any Confidential Information to third parties for five (5) years following the date of its disclosure by Disclosing Party to Receiving Party, except to Receiving Party's consultants as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Material only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party will have executed



or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

3. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term

"residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay



royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(d) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of New Jersey, and both parties' further consent to jurisdiction by the state and federal courts sitting in the State of New Jersey. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by the New Jersey Long Arm Statute.

(e) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(g) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

Either party may from time to time provide suggestions, comments or other feedback to the other party with respect to

Confidential Information provided originally by the other party (hereinafter "Feedback"). Both parties agree that all

Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of the other party.

Export Control. The Receiving Party shall control access to any technical data disclosed under this Agreement in accordance with all U.S. Export Laws and regulations including, without limitation, confining the disclosure of such technical data to U.S. persons unless disclosure to foreign persons is specifically authorized by the proper U.S. government agency.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Company Name: _____	NewVac, LLC
Address: _____	9330 De Soto Avenue
City, State, Zip: _____	Chatsworth, CA 91311
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Phone No.: _____	Phone No.: _____
Email: _____	Email: _____



NewVac, LLC

NewVac (Cage Code 63127) and American Defense Interconnect (Cage Code 60118)
An American Distributors, LLC Company

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 NewVac, LLC point-of-contact.

(* required field)

SECTION I – Export Control Certification:

As a potential customer, supplier or subcontractor to NewVac, LLC, this Supplier Compliance Certification is required to be completed by all suppliers with whom NewVac, LLC conducts business with to ensure NewVac, LLC'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
<p>*Is this company or legal entity registered with the Directorate of Defense Trade Controls (DDTC) per ITAR 22 C.F.R. § 122.1?</p> <p>If YES: Provide copy of cert and record expiration date: _____</p>	
<p>*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.?</p> <p>If NO: List country of ownership/control _____</p>	
<p>*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?</p>	
<p>*Does this company employ, contract with, or consult with any Foreign Person(s)* at its U.S. locations?</p>	
<p>*Will any foreign company, affiliates, subsidiaries, facilities or foreign third-party facilities be involved in any way with NewVac, LLC's transactions?</p>	

*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 NewVac, LLC'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 NewVac, LLC 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 NewVac, LLC.



SAFEGUARDING COVERED DEFENSE INFORMATION (CDI) and COVERED UNCLASSIFIED INFORMATION (CUI) AND CYBER INCIDENT REPORTING, Reference FAR 52.204-21, DFARS 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 NewVac, LLC

*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, NewVac, LLC 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 NewVac, LLC 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

*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 NewVac, LLC or its subsidiaries or provided by NewVac, LLC 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 NewVac, LLC or its subsidiaries. Company further certifies that it will notify NewVac, LLC's export compliance officer Andrea Goodman andrea@americandistr.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: _____