

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

Israel C-130J Sustainment
Contract Number 4441330400

Generated Using Lockheed Martin CorpDocs 2023 Version

Original: January 16, 2024

The following are the supplemental terms and conditions to be incorporated, in addition to those other terms and conditions from the applicable CorpDoc 1 into subcontracts issued under the Prime Contract 4441330400 Israel C-130J Sustainment.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

The following clauses are added:

SECTION H- SPECIAL PURCHASE ORDER REQUIREMENTS

The following are exempted from this Section H for the purpose of DSCA certification:

- a. The Purchase Order is equal to or less than \$100,000 in value.
- b. The Purchase Order is awarded based on a competitive lowest responsive bid or best bid/best value basis.
- c. The Purchase Order is for common hardware¹ and/or raw materials².
- d. The Purchase Order is for commercially available U.S. off-the-shelf items³.

¹Common hardware consists of commercially available, off-the-shelf items that do not require custom production or specific manufacture.

²Raw materials are items that are in a natural state, not subject to manufacturing, refining, or finishing processes, and routinely stored without accountability or segregation based on origin.

³Commercially available off-the-shelf item means a commercial item sold in substantial quantities in the commercial marketplace and offered to the U.S. Government without modification and in the same form in which it is sold in the commercial marketplace (see 41 USC 431). It does not include bulk cargo such as agricultural products and petroleum products.

H-1 FOREIGN MILITARY FINANCING GUIDELINES

(A) United States Government (USG) Foreign Military Funds will be used to finance the Contract and acceptance of the Contract will constitute acknowledgment of such notification of USG financing.

(B) The Government of the United States shall have access to and the right to examine, for a period of three (3) years following the final payment to the SELLER, any of the SELLER's directly pertinent books, documents, papers or other records involving transactions related to the subcontract.

(C) Acceptance and implementation of this Purchase Order constitutes a declaration and agreement by the principal executive officers of the SELLER that no bribes, rebates, gifts, kickbacks or gratuities to secure the Purchase Order, or for favorable treatment under such agreement, or for any other purpose relating to the Purchase Order have been or will be directly or indirectly offered or given to, or have been or will be arranged with officers, official or employees of LOCKHEED MARTIN, its employees or agents.

(C) The Guidelines for Foreign Military Financing of Direct Commercial Contracts may be found at the following link:

<http://www.dscamilitary.com/programs/foreign-military-financing-direct-commercial-contracts-fmf-dcc>

H-2 CERTIFICATION

Contractor's Certification and Agreement with Defense Security Cooperation Agency (DSCA) Guidelines

(A) SELLER certifies to and agrees to the following:

- (1) The recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Contract are fully disclosed below. Concerning the disclosure of the amount, if any, included in the price of the Purchase Order, please review Paragraph 19(A) of the DSCA DCC Guidelines.

Recipient(s) of commissions, contingent fees, or compensation:

NAME and ADDRESS:

AGGREGATE AMOUNT PAID OR TO BE PAID: _____

(Enter zero or the amount paid)

AGGREGATE AMOUNT INCLUDED IN CONTRACT: _____

(Enter zero or the amount paid)

RELATIONSHIP TO SELLER: _____

NATIONALITY: _____

(a) Certifies that the Contract price does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing this Purchase Order, unless such payments have been identified to and approved in writing by LOCKHEED MARTIN.

(b) Certifies that any commissions, contingent fees, or similar compensation paid or promised by the SELLER to any person in relation to soliciting the Purchase Order were not in violation of U.S. law or regulations.

(B) In addition to the certification in Paragraph (A), for purposes of facilitating official U.S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Purchase Order, the SELLER agrees:

(1) To identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, the U.S. Department of Justice, or a U.S. Federal Grand Jury:

(a) Accounts wherever located in the name of such SELLER or any related corporate entities; and

(b) Accounts located outside the United States in the name of the principal executive officers of SELLER (and any nominees) who have been personally and substantially involved in this Purchase Order, and

(2) Acceptance and implementation of the Contract constitutes agreement by the SELLER to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury:

(a) Accounts wherever located in the name of SELLER; and

(b) Accounts located outside the United States in the name of the principal executive officers of SELLER (and any nominees) who have been personally and substantially involved in this subcontract under the Purchase Order.

The term "consent to the disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.

(C) SELLER agrees that it is the SELLER'S responsibility to obtain written compliance for the aforementioned sections (A) through (B) from its first-tier subcontractors, where applicable.