

**Foreign Trade Controls Compliance Agreement (“FTC Agreement”)
Update of NTG Sanctions Wording – September 2025**

CUSTOMER NAME (“**CUSTOMER**”) warrants and undertakes the following as regards its compliance with Export Controls (legally required permits/licenses for export or re-export), and trade and financial sanctions imposed by the European Union (EU), United Kingdom (UK), United Nations (UN) or United States (US), and other sanctions applicable to the goods described in the transport documents, e-mails, text messages or other electronic communications, or any other service agreement with **CUSTOMER** applying to NTG’s services (“Goods”), and to their transport (collectively “Sanctions”).

CUSTOMER warrants the following is true and fully accurate:

- It has obtained all necessary permits and licenses for the import, export, and/or re-export of the Goods; NTG is not required to obtain any additional license or permit.
- Neither it nor any of its officers, directors or affiliates, nor any party it endorses on any Bill of Lading, is a party on, or is owned or controlled by a party on, any official list of sanctioned, denied or prohibited parties maintained by the EU, UK, UN or US, such as the US *Specially Designated Nationals and Blocked Persons* list (collectively, “Sanctions Lists”).
 - o **CUSTOMER** shall immediately advise NTG when it becomes aware of any change to the above.
- It has conducted adequate due diligence to ensure that the Goods are not intended for delivery or other forms of supply to any party:
 - o On any Sanctions Lists, OR
 - o In any country or other location, in violation of Sanctions or Export Controls.
- The Goods are not intended for any end use prohibited by applicable laws, including the design, development or production of nuclear, chemical or biological weapons.

CUSTOMER shall not:

- Knowingly or directly resell, re-export, transfer or transship the Goods to:
 - o Belarus, Cuba, Iran, North Korea or Russia, or to any other location in violation of Sanctions or Export Controls.
 - Nor act in breach of NTG’s restrictions on transport to or from those and other countries on NTG’s [*List of Highly Sanctioned Countries*](#);
 - o Any party on, or owned or controlled by a party on, any Sanctions Lists.
- Attempt to circumvent or evade any Sanctions or Export Controls, such as:
 - o Re-routing the Goods through different jurisdictions.
 - o Altering any transactional parties’ identities.
- Resell or otherwise supply the Goods to a third party
 - o Other than the end- or final user named in the service agreements, unless that third party undertakes to comply with all the above prohibitions, OR

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- **CUSTOMER** suspects will not comply with the above prohibitions.
- Involve or use US dollars, US banks or US companies, citizens or permanent residents as regards the Goods in violation of US Sanctions.
- Plan, arrange or facilitate in any way, including through third parties, the transit of its cargo by any transport means through Belarus or Russia, except cargo consisting of food, humanitarian aid or medicines that do not violate applicable sanctions.

NTG may terminate any service agreement with immediate effect and without compensation if it reasonably suspects that **CUSTOMER** has breached any warranty or undertaking in this FTC Agreement. **CUSTOMER** shall defend, hold harmless and indemnify NTG fully for any loss, damage, cost, expense or liability incurred, such as lost profits, attorneys' fees, court costs, fines, penalties or costs deriving from any internal or government investigation and/or civil or criminal proceedings arising out of **CUSTOMER**'s alleged or actual failure to comply with applicable Sanctions, Export Controls or import or other laws and regulations (collectively, “Damages”). NTG shall have no liability to *Shipper* (as designated in any applicable transport document or electronic communication) or any other party for their Damages arising out of **CUSTOMER**'s violation of Sanctions, Export Controls or import or other applicable laws and regulations, and **CUSTOMER** shall likewise defend, hold harmless and indemnify NTG against all Damages incurred from such party.

The person signing on behalf of **CUSTOMER** below expressly warrants that they are duly authorized to bind **CUSTOMER** by their signature below, either through their employment position in **CUSTOMER** or because they have been authorized by a duly authorized officer, director or employee of **CUSTOMER**. The Parties agree that the signature below on behalf of **CUSTOMER** makes this FTC Agreement a binding agreement between the Parties, with adequate consideration exchanged. This FTC Agreement supplements and is incorporated by reference as an integral part into the transport documents, e-mails, text messages and other electronic communications, or other service agreements between the Parties governing NTG's services to **CUSTOMER** regarding the Goods.

CUSTOMER NAME and Address

Signed this ____ day of _____ 2025.

Signatory name and JOB TITLE

List of Sanctioned Countries: incorporated by reference as an integral part hereof.