

## **Freight Forwarder Export Compliance Acknowledgement Letter**

Copy to your Company Letterhead

To: OCEANAIR Inc  
186A Lee Burbank Highway  
Revere, MA. 02151 U.S.  
Attn: Compliance Dept

### **Re: Acknowledgement of (Your Company) Export Compliance Policy**

Dear OCEANAIR Inc:

(Your Company) is presenting this “compliance letter of engagement” to restate and secure your acknowledgment of and commitment to some of the requirements of our business relationship. These requirements are an integral part of the corporate policy of (Your Company) which, as a U.S.-based company, must comply fully with all U.S. laws governing international business activities, including:

- the U.S. Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce;
- the U.S. International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State;
- trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”);
- the Federal Trade Regulations (“FTR”) maintained by the U.S. Department of Commerce, Bureau of the Census;

We greatly appreciate OCEANAIR’s (OCEANAIR Inc) cooperation regarding compliance with all applicable laws and regulations. While it is OCEANAIR’s obligation to ensure its own compliance with the laws and regulations referenced in this letter, it shall also be (Your Company)’s obligation to ensure its own compliance with the laws and regulations referenced in this letter. We are providing information on the U.S. rules as a courtesy to OCEANAIR and to ensure that OCEANAIR is on notice regarding these compliance obligations. Accordingly, we ask that OCEANAIR acknowledge the following:

1. OCEANAIR shall review all export documentation<sup>1</sup> prepared by (Your Company), based on the information provided by (Your Company) and point out discrepancies or irregularities which may be found. OCEANAIR will not be responsible for any errors and/or omissions on (Your Company)’s documentation provided to OCEANAIR. All shipment related communication is to be in writing or electronic format between (Your Company) and OCEANAIR.
2. OCEANAIR Inc shall ensure that any Automated Export System (“AES”) submission made on behalf of (Your Company) in conjunction with the export transaction involving any (Your Company) commodity, software, technical data or technology is properly completed based on the information provided by (Your Company) and adheres to the applicable filing guidelines established by the EAR, ITAR and FTR. Such submissions should be presented to the carrier within the time frame required for inspection by U.S. Customs and Border Protection (“CBP”) for the shipments OCEANAIR is handling on behalf of
- 3.

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<sup>1</sup> “Export documentation” includes: commercial invoices; consular invoices; certificates of origin; inspection certificates; destination control statements; export packing lists

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4. (Your Company). OCEANAIR shall ensure that the appropriate destination control statement appears on export documentation prepared by OCEANAIR when applicable and required.
5. OCEANAIR Inc shall notify (Your Company)'s Export Compliance Officer promptly if any contradiction, inconsistency, incompleteness or inaccuracy regarding (Your Company)'s export documentation or instructions is identified and shall place the shipment on hold until the export documentation is perfected. OCEANAIR Inc shall not make any changes to or substitutions for any(Your Company)'s export documentation OR AES entry data without prior approval from (Your Company)'s Export Compliance Officer; however, while OCEANAIR Inc provides due diligence in checking documentation it will not be liable for any details missed or overlooked which may lead to commercial or legal repercussions.
6. OCEANAIR Inc shall return completed copies of the airway bill and proof of AES submission within a reasonable time of export. Upon request from (Your Company), OCEANAIR Inc will provide us with a copy of the AES entry data.
7. OCEANAIR Inc shall, to the best of its ability, comply with all applicable terms of U.S. Government export licenses and authorizations governing any of (Your Company)'s export transactions related to and concerning only your responsibilities while acting as a Freight Forwarder and as required for proper and correct AES filing and possible lodging of licenses, if required, prior to export.
8. OCEANAIR Inc shall indemnify (Your Company) against any costs or penalties assessed against (Your Company) which result directly from OCEANAIR's non-compliance with applicable laws related solely and exclusively to the activities and involvement of OCEANAIR as a Freight Forwarder. OCEANAIR will not be liable for any costs or penalties which result solely from the acts or omissions of (Your Company).

We appreciate your adherence to these commitments, which are an integral part of (Your Company)'s corporate policy. We request that you return to us your signed acknowledgment, and we invite you to contact us if you have any questions concerning this letter, (Your Company)'s policies or the laws and regulations referenced in this letter.

Yours Sincerely,

**Acknowledged by:**

\_\_\_\_\_  
(Your Company)'s Empowered Official

\_\_\_\_\_  
[Freight Forwarder Manager's Name & Title

Date