

APPENDIX E

Additional Terms and Conditions Pertaining to Contracts With the Government of Israel

If the face of the Order indicates that it pertains to contracts with "Israel", these terms apply with the exceptions noted below:

1. For a period of three years following the final payment to Buyer by the Government of Israel (hereafter referred to as "GOI"), authorized representatives of the Government of the United States shall have access to and the right to examine any of Supplier's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract", for the purposes of this certification, is defined as all first tier agreements and purchase orders except: (i) those orders less than \$100,000 in value (including cumulative subcontract amounts with all aggregate Orders, modifications, and amendments under the purchase agreement between Buyer and GOI); (ii) those orders in implementation of a purchase agreement awarded by the GOI to Buyer on a competitive lowest responsive bid or best bid/best value basis; (iii) those orders for common hardware items purchased at widely circulated catalog prices or raw materials in a natural state; (iv) those orders for commercially available U.S. off-the-shelf items; or (v) those orders issued prior to and effective prior to the date of the purchase agreement between Buyer and GOI (hereafter referred to as "the Purchase Agreement").
2. United States Government funds will be used to finance this subcontract and acceptance of this subcontract will constitute acknowledgement of notification of United States Government financing.
3. Acceptance and implementation of this subcontract constitutes a declaration and agreement by the principal executive officers of Supplier that no bribes, rebates, gifts, kickbacks, or gratuities which are intended to secure the Purchase Agreement or this subcontract or favorable treatment under such agreements or for any other purpose relating to the Purchase Agreement or this subcontract have been or will be offered or given (directly or indirectly) contrary to United States law to, or have been or will be arranged contrary to United States law with, officers, officials or employees of GOI by Supplier, its employees or agents.
4. Acceptance and implementation of this subcontract constitutes agreement by Supplier to identify the full amount of any payment received under this subcontract in its accounting records and to provide a clear audit trail of the use of these funds.
5. Acceptance and implementation of this subcontract constitutes agreement by Supplier to identify and to consent to the disclosure of the following accounts to (and at the

request of) the United States Department of Defense, the United States Department of Justice, or United States Federal grand juries:

(a) accounts wherever located in the name of such Supplier;
and

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

6. Acceptance and implementation of this subcontract constitutes agreement by Supplier to provide disclosures and certifications that this subcontract: does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the subcontract, unless such payments have been identified to and approved in writing by the Purchaser prior to contract award for payment repayable FMF credit or with the Purchaser's national funds; that any commissions contingent fees, or similar compensation paid or promised by the Buyer to any person in relation to soliciting the subcontract were not in violation of U.S. law or regulations.

The term "consent to the disclosure" for the purposes of this paragraph includes an agreement to provide consent documents authorizing the disclosure of such information upon request.