



**EXPORT CONTROL AND SANCTIONS COMPLIANCE  
POLICY**

**(For All DJI's Cooperating Parties)**

It is the policy of DJI Group (“**DJI**”, the “**Company**” or “**We**”) to, under all circumstances, fully comply with United States (“**U.S.**”), China and European Union (“**EU**”) export control and sanctions laws and regulations and other applicable export control and sanctions laws and regulations of countries where DJI has business presence. DJI’s dealers, resellers, suppliers and customers (“**DJI’s Cooperating Parties**” or “**You**”) take important roles in DJI’s compliance operations. This policy (the “**Policy**”) applies to all DJI’s Cooperating Parties.

The export control and sanctions laws around the world are complicated and it is the obligation of DJI’s Cooperating Parties to understand and act compliant under all such applicable laws. Failure to comply with any and all applicable export control and sanctions laws can result in criminal and civil penalties for the individual violating these laws and a company may also be held liable for an employee’s noncompliance, which may result in substantial fines and potentially the denial of such company’s export privileges, as well as reputational damage and loss of business. Moreover, noncompliance may also constitute serious violations of this Policy and breach of contract or other relevant documents agreed between you and DJI. This will result in appropriate disciplinary actions by DJI, up to and including termination of our business relationships and potentially the indemnification to DJI for losses suffered as a result of your violations.

The management of DJI is committed to compliance with all applicable sanctions laws and regulations as well as maintaining the highest possible ethical standards. And we hereby ask you to take this matter seriously and support us in this effort by conforming to all the following requirements.

## **Compliance Requirements**

Each DJI’s Cooperating Parties is required to strictly comply with applicable export control and sanction laws and additional export compliance requirements as

communicated to you in writing by DJI from time to time (together, the “**Export Control Requirements**”). Specifically, you are required to act in conformity to the requirements herein at the moment.

**Export Control Requirements and license.** Each DJI's Cooperating Parties is required to carefully check the latest applicable Export Control Requirements and obtain necessary export licenses before exporting, re-exporting, transferring, or transiting DJI products.

**Prohibited countries or regions.** Each DJI's Cooperating Parties is required not to, either directly or indirectly, export, re-export, transfer, or transit any DJI products to (i) any comprehensive sanctioned countries or regions, such as Cuba, Iran, North Korea, Syria, Crimea, and the DNR and the LNR regions, and/or; (ii) any prohibited countries or regions as required by DJI, i.e. Russia and Ukraine, or any other prohibited countries or regions pursuant to the latest Export Control Requirements.

**Prohibited persons.** Each DJI's Cooperating Parties is required not to, either directly or indirectly, export, re-export, transfer, or transit any DJI products to any individuals, entities on the SDN list (together, the “**Prohibited Persons**”), including, for entities, any entity owned 50% or more in the aggregate by one or more Prohibited Persons, pursuant to the latest Export Control Requirements. And for SDN governmental agencies, SDN list restrictions extend to any governmental agencies under their indirect oversight including local and municipal agencies.

**End-use limitations.** Each DJI's Cooperating Parties is required to use, and require their customers or end-users of DJI products (the “**End-Users**”) to use DJI products for civil purposes only and never directly or indirectly use DJI products for the purposes of, with, or related to, combat use, rocket or missile systems, long-range (equal to or more than 300 KM) unmanned aerial vehicles, nuclear, biological and chemical weapons, or terrorism activities.

**End-User check.** Each DJI's Cooperating Parties is required to diligently check against

the End-Users before each transaction and ascertain no DJI products will be provided to Prohibited Persons. Further, you should require your End-Users not to transfer DJI products to any Prohibited Persons. Each DJI's Cooperating Parties shall retain records of all screenings conducted and all activities undertaken to clear all potential "hits" against a sanctions list.

**Red flags identification.** Each DJI's Cooperating Parties is required to use <https://www.bis.doc.gov/index.php/all-articles/23-compliance-a-training/51-red-flag-indicators> as a reference to discover any abnormal circumstances (the "**Red Flags**") in each transaction and stop to proceed any transaction in which you notice or should have noticed any Red Flags.

## **Training**

Training is an essential part of a successful export control and sanctions compliance program. Well-educated and trained personnel minimize the risk of diversion of applicable sanctions laws. An effective training program helps heighten people's awareness and thus prevents potential violations. DJI provides necessary training courses to you, however, you are still required to make best efforts to understand the export control and sanctions laws and regulations, identify your own potential risks and accordingly tailor your own compliance mechanism.

## **Compliance Audit**

In order to ensure the effectiveness of this Policy, each DJI's Cooperating Parties shall conduct an annual compliance audit. The audit shall include assessment of export control and sanctions risks, evaluation of effectiveness of compliance measures and commitments, review of training materials and training attendance and recordkeeping

obligations, etc.

### **Documentation and Recordkeeping**

Each DJI's Cooperating Parties shall retain records of all compliance measures taken to ensure conforming to compliance commitment for a period of five (5) years from the date of such activity.

### **Consequence of Violations of This Policy**

Any DJI's Cooperating Parties who violates this Policy or who otherwise violate applicable export control and sanctions laws or regulations are subject to disciplinary actions, up to and including termination of business relationships and potentially the indemnification of DJI for losses suffered as a result of your violations.