

**FTP/EXTRANET Access Request Form**

Last Reviewed Date: 05/01/23

Effective: 05/01/23

Revision No.:

**FTP AND EXTRANET Access Request Form****Instructions:**Ducommun Employee:

- ☐ Complete Section 1
- ☐ Mail to the external Requestor
- ☐ Gather documents from Requestor
- ☐ Submit to FTPREQ@ducommun.com

Requestor:

- ☐ Complete Section 2
- ☐ **Read Section 3 carefully, and sign.**
- ☐ Submit documents to your Ducommun contact.

**Section 1: For Ducommun Employee****DUCOMMUN CONTACT INFORMATION****Ducommun Facility Location:** *(i.e. Carson, Joplin, etc)***Name (First and Last):** *(i.e. Jamie Johnson)***Title:** *(i.e. Product Manager)***DESCRIPTION OF THE PRODUCT(S) RELATED TO THE INFORMATION***(i.e. customer name, program name, part names, whether commercial/defense)***START AND END DATES OF ACCESS***Start Date should be at least 3 days from the submission date; End Date should be no more than 6 months from Start Date*

From: (MM/DD/YYYY)

To: (MM/DD/YYYY)

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**Section 2: For Requestor (External)**
**REQUESTOR INFORMATION**
First Name
Last Name
Title:
Company
*Name*
*Street*
*City, State/Province, ZIP, Country*
Email
Phone
Relationship to Ducommun
☐ Customer

☐ Supplier

Are you a U.S. Citizen or Lawful  
Permanent Resident?
☐ Yes

☐ No

Type of Access Requested?
☐ FTP

☐ Extranet

**TYPE OF INFORMATION TO BE SHARED  
WITH THE EXTERNAL REQUESTOR**
*(i.e. drawings, specifications, pricing,  
forecasts, financial records)*
**DESCRIPTION OF END USE AND END  
USER OF THE PRODUCT(S) ASSOCIATED  
WITH THE INFORMATION.**
*(i.e. parties, program, part names,  
whether commercial/defense, end  
user/ultimate consignee's address)*

I affirm that all statements I provided here are true and accurate. I agree to Ducommun's use of the provided information for screening purposes before approving this Request. I understand that I may be subject to civil or criminal penalties if any of the information I provide herein is found to be false or misrepresented.

Requestor's Signature:
Requestor's Name
Date of Signature

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**Section 3: REQUESTOR'S AGREEMENT****The undersigned has read, understood, and agrees to the following:**

1. **Confidentiality.** The purpose of the FTP/Extranet sites is to support the data transmission of Ducommun Incorporated, and its subsidiaries (collectively, "Company") with its customers, suppliers, and employees. Company may disclose or transmit certain confidential information to Requestor, which is not generally known or readily ascertainable outside Company's organization, whether or not marked confidential, or any information third parties which Company is obligated to keep confidential (separately and collectively, "Confidential Information").
2. **Confidentiality Obligations.** Accordingly, Requestor agrees not to use or disclose the Confidential Information, or any work incorporating deriving from Company's Confidential Information.
3. **Prohibited Use.** Requestor shall not use, distribute, or transmit any material in violation of any U.S. or state regulation, treaty, code, or law: transmission of copyrighted material, threatening or obscene material, or unauthorized material protected by trade secret. Furthermore, Requestor shall not use any Company's Confidential Information for advertisement, publicity, political lobbying, or any commercial activities not related to Company. Requestor shall not share Ducommun FTP and Extranet credentials with anyone.
4. **No License.** All Company's Confidential Information disclosed or transmitted shall remain at all times the property of Company. Nothing contained in this document or in the acts or omission of Company shall be construed as granting or conferring rights by license or otherwise in any Confidential Information. Upon the expiration or termination of the Requestor's access to FTP/Extranet, all Confidential Information, including copies or summaries thereof, must be returned to Company.
5. **No Warranties.** Company makes no warranties of any kind, whether expressed or implied, for the FTP/Extranet services. Company is not responsible for any damages, losses, or other results related to the use of the FTP/Extranet, including any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by negligence, errors or omissions.
6. **Automatic Cancellation of Access.** Requestor's access to FTP/Extranet will be cancelled without notice if Company discovers any vandalism or attempted vandalism caused, directly or indirectly, by Requestor's access to FTP/Extranet. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user or any agencies or other networks that have access to Company's FTP/Extranet sites, including, the uploading of computer viruses or malware.
7. **Compliance with Export Controls Regulations.** Disclosure of classified and/or unclassified technical data or hardware to foreign persons is considered an export under the export controls regulations such as the International Traffic in Arms (ITAR) or the Export Administration Regulations (EAR), and may requires a Department of State Export License, Technical Assistance Agreement or other authorization, or Department of Commerce License before the disclosure. Technical data is defined in the ITAR as (1) information, other than software as defined in § 120.10(a)(4), which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of defense articles. This includes information in the form of blueprints, drawings, photographs, plans, instructions, and documentation. (2) Classified information relating to defense articles and defense services on the U.S. Munitions List and 600-series items controlled by the Commerce Control List; (3) Information covered by an invention secrecy order; or (4) Software as defined in § 121.8(f) of this subchapter directly related to defense articles. Under the EAR, technical data "may take forms such as blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape or read-only memories."
8. **Entire Agreement.** These terms and conditions in the Requestor's Agreement reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of California. Any action or proceeding brought by any party in which this agreement is a subject shall be brought in any state or federal court in California.

**I have read and understood the confidentiality obligations, permitted, and prohibited uses. I agree to all terms and conditions above.**

**Requestor's Signature** \_\_\_\_\_**Requestor's Name** \_\_\_\_\_**Date of Signature** \_\_\_\_\_



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**DUCOMMUN USE ONLY****Date Reviewed**Comments: ☐ Approved ☐ Rejected**Empowered Official, Ducommun Incorporated****Name****Signature**