



Export Controls & Sanctions

Supply Chain Academy: Module Three

19 March 2026



The Supply Chain Academy



20-11-2025 | Supply Chain Taxation: VAT, Customs, Excise and Beyond

Unlock the essentials of supply chain taxation and discover how taxes shape global trade flows.



22-01-2026 | Customs Valuation & Transfer Pricing

Navigate the intersection of customs valuation and transfer pricing to ensure compliance and optimize your trade operations.



19-03-2026 | Export Controls & Sanctions

Stay ahead of global risks by mastering EU export controls and sanctions compliance.



23-04-2026 | Sustainable Supply Chain

Build resilient and responsible supply chains by embracing sustainability in EU trade.

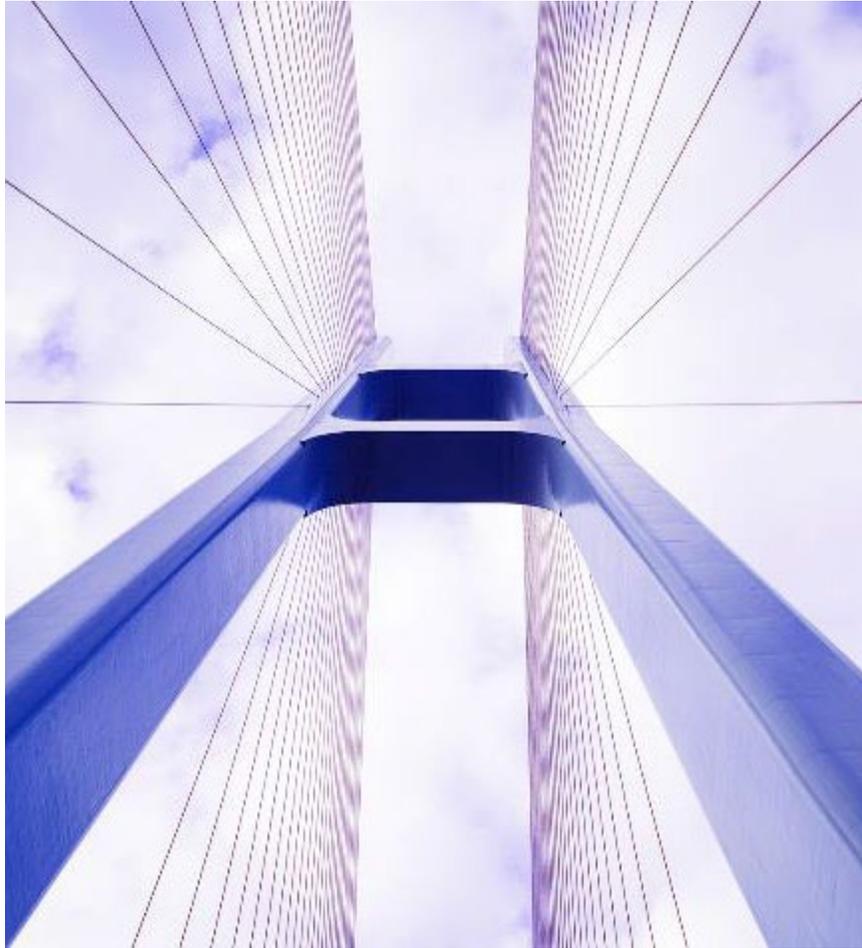
Supply Chain Academy:

Export Controls and Sanctions

19 March 2025



Today's Agenda



Contents

- 9:30 – 10:00** Welcome & Registration
- 10:00 – 10:50** Export Controls and Supply Chain
- 10:50 – 11:00** KPMG Law and Exports
- 11:00 – 11:30** Coffee Break
- 11:30 – 12:30** Export Controls and Technology
- 12:30 – 14:00** Networking Lunch

Today's Presenters



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Supply Chain Taxation: VAT, Customs, Excise and Beyond

Today, KPMG will explore sanctions, export controls and the use of data to support these functions.

- We will highlight:
- The global export regime
 - A Russia case-study
 - Leveraging data in sanctions and export controls

Export Controls and Sanctions



An overview of the export landscape, touching on EU, Belgian and US export controls. With a deep dive into the impact of Russian sanctions

Export Controls and Data



The use of data can be critical in supporting compliance and finding areas for improvement. KPMG will review use-cases and ways in which to leverage available data.

Key Takeaways

Export controls requires ongoing attention from a compliance perspective



Useful data is at your fingertips



Leveraging data leads to improved compliance, reactive to proactive



Special Guest: KPMG Law

Our colleagues at KPMG Law will speak to us on their experience with the “No-Russia” Clause and contractual terms.

Contents

- 01** Laying the Framework
- 02** Exports and Compliance Professionals
- 03** Case Study: Russia Sanctions
- 04** KPMG Law

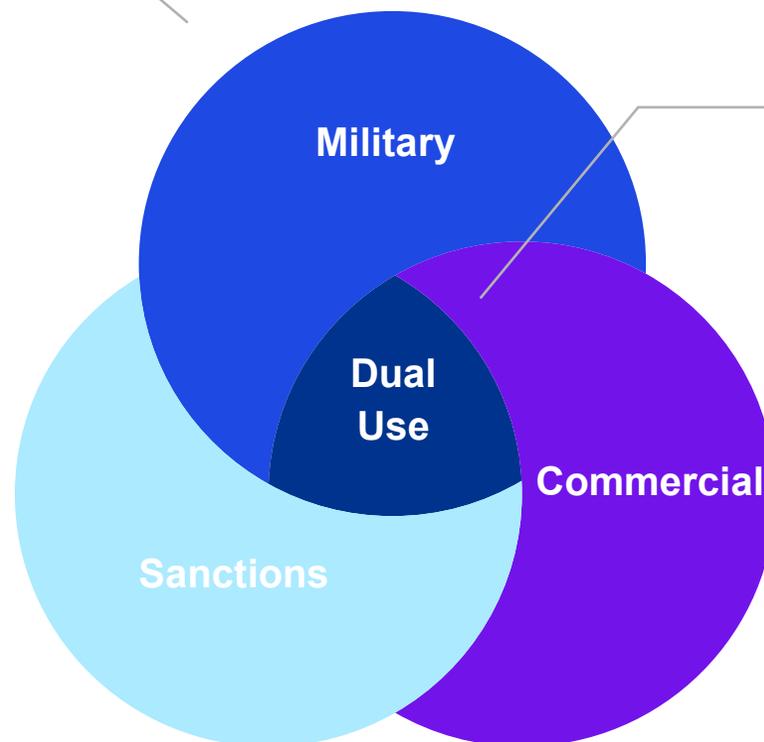
Laying the Framework

Export Controls

What are export controls?

Control of exports, brokering, technical assistance, transit and transfer of items listed in the [EU Common Military List](#).

Measures to prevent conflict or respond to emerging or current crises, including restrictions on imports and exports



Control of exports, brokering, technical assistance, transit and transfer of goods, software and technology that can be used for both civilian and military applications.

Global environment

Export compliance is foundational for any organization managing cross-border goods. The increasing complex global environment and evolving regulatory enforcement have made export controls more challenging.



Pillars of Export Control

01



Goods-related

What is controlled?

The good may be subject to export control.

- The good must be correctly classified
- Restriction functions are necessary
- Export might be subject to license requirements

02



Country-related

Where is the delivery going?

Embargoes or other types of trade restrictions may apply to certain countries (e.g. Iran, Russia)

- Restriction functions are necessary
- Export might be subject to license requirements

03



End-use

Why it is being exported?

The final use of the goods in question needs to be considered when exporting.

- End Use Certificates might be required
- Export requiring approval

04



End-user

To whom is the delivery made?

Certain individuals or organizations must not receive economic resources (e.g., specific persons in Russia/Iran).

- Verification of sanctioned party lists is required
- Restriction functions are necessary

05



Technology Transfer

Is technology being exported?

Certain technical knowledge and software may be subject to export control.

- Risk of unauthorized access to listed software and technology.
- New key technologies
- Classification of software/technology

Sanctions

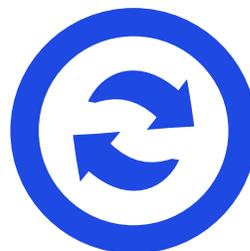
What are Sanctions?

Any measure or restriction (including those often referred to as "embargoes") aimed at restricting dealings of any kind (including the provision of any services whatsoever) with another country, specific persons, legal entities or organizations.

These restrictions include, but are not limited to, limiting/stopping/preventing the target party's access to:



The target's assets



Trade or other transactions



The benefits of other economic integration

Who administers sanctions?

United Nations (UN)

The United Nations Security Council decides and administers the sanctions regime binding for all UN Members.

European Union (EU)

Regional organizations like the European Union can also impose sanctions, referred to as restrictive measures, which are binding on member states.

United States (U.S.)

The Office of Foreign Assets Control (OFAC) is an agency of the U.S. Department of Treasury that administers and enforces financial and trade sanctions in the U.S.

National authorities

There are several other statutory provisions, in addition to the designated regulations (e.g., by OFAC), to which individuals and legal entities may be obligated to comply.



EU legislation overview

Legal framework



Extraterritorial Legal Acts

- US Sanctions/Embargoes
- US International Traffic in Arms Regulation (ITAR)
- US Export Administration Regulations (EAR)
- Chinese Export Control Law



EU Customs Law and National Procedural Regulations

- **EU** Union Customs Code (UCC)
- **National**



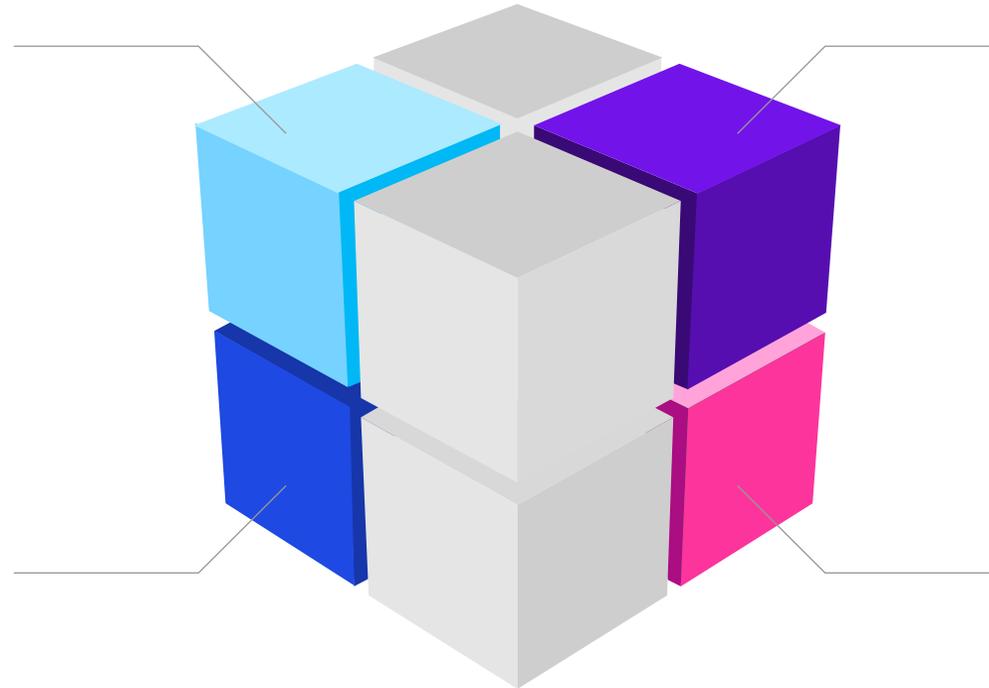
National Foreign Trade Law

- Criminal and administrative offences law
- National legislation on military items
- Specific national regulations



EU Export Control Law

- Regulation (EU) 2021/821 (EU Dual-Use Regulation)
- Country Embargoes
- Sanctions Lists
- Special Regulations, e.g.: Control of Chemicals, Anti-Torture Regulation, Firearms Regulation, Anti-Boycott Regulation, etc.



Goods-related controls



Goods lists, structure and systematics

EU Dual-Use Regulation

The **export of dual-use items listed in Annex I of the EU Dual-Use Regulation is subject to authorization in accordance with Art. 3 (1) of the EU Dual-Use Regulation.**

Category: 0 - 9

Category 0 Nuclear materials, facilities and equipment

Category 1 Special materials and associated equipment

Category 2 Material processing

Category 3 General electronics

Category 4 Calculator

Category 5 Telecommunications (Part 1) and Information Security (Part 2)

Category 6 Sensors and lasers

Category 7 Aeronautical electronics and navigation

Category 8 Marine and ship technology

Category 9 Aviation, aerospace and propulsion

The **General Notes** in Annex I must be observed. These contain regulations on components, technologies and software, among other things.

Sub-Category: A - E

A. Systems, equipment and components

B. Inspection, testing and manufacturing facilities

C. Materials and substances

D. Data processing programs (software) → Cryptography

E. Technology → Monitoring technology

Identifiers: 000-999

001 - 099: Military/industrial goods technology (Wassenaar Arrangement)

101 - 199: Missile Technology Control Regime

201 - 299: Nuclear Technology (Nuclear Suppliers Group NSG)

301 - 399: BW/CW goods (Australian Group)

401 - 499: Chemicals (Chemical Weapons Convention - CWC)

501 - 899: Reserved

901 - 999: National numbers of the export list

End-Use-related (Catch-all)

Authorization requirements could be imposed for dual-use items not listed in Annex I, when the items are or may be intended, in their entirety or in part (either when the authorities provide this information or when the exporter became aware):

1

For use in connection with the development, production, etc. of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, etc. of missiles capable of delivering such weapons.

2

For a military end-use if the purchasing country or country of destination is subject to an arms embargo.

3

For use as parts or components of military items that have been exported without an export authorization or in violation of an export authorization.

4

Catch-all provision on the export of cyber-surveillance items not listed in Annex I if the items are or may be intended for *“use in connection with internal repression and/or the commission of serious violations of human rights and international humanitarian law.”*

Art. 9 EU Dual-use Regulation

1. A **Member State may prohibit or impose an authorisation requirement on the export of dual-use items not listed in Annex I** for reasons of public security, including the prevention of acts of terrorism, or for human rights considerations.

[...]

4. **The Commission shall publish the measures notified to it pursuant to paragraphs 2 and 3 in the C series of the *Official Journal of the European Union*.** The Commission shall publish separately, without delay and in all the official languages of the Union, a compilation of national control lists in force in the Member States. The Commission shall, upon notification by a Member State of any amendment to its national control list, publish, without delay and in all the official languages of the Union, an update to the compilation of national control lists in force in the Member States.

Belgian Specific Law

Small country – many stakeholders

- **3 regions = 3 competent authorities for export controls**

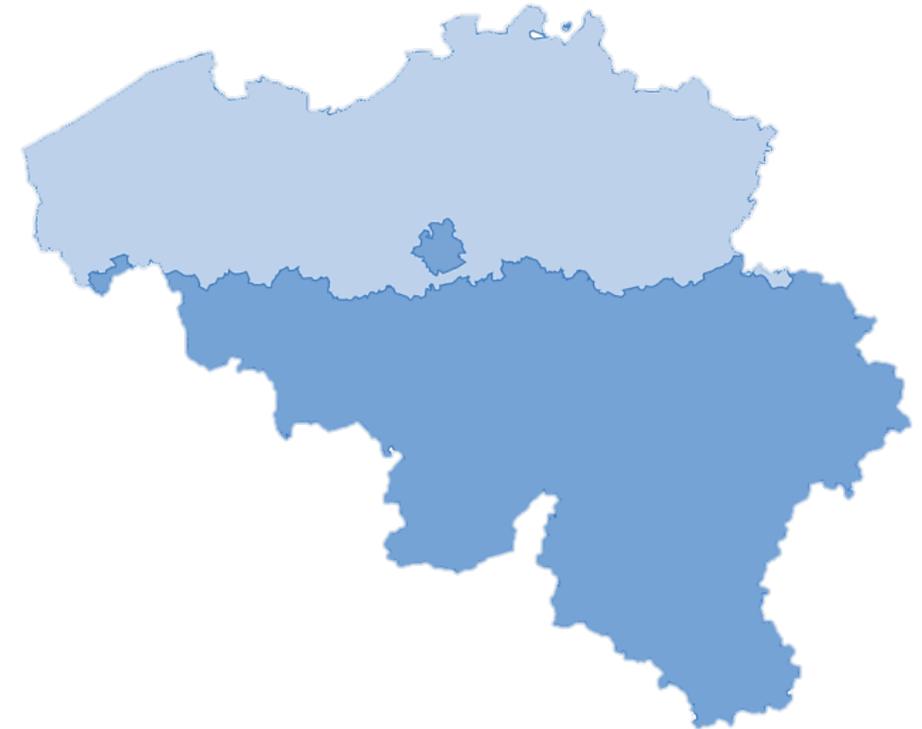
- **Different legislation and policies**

Dit ontwerp vervangt het Wapenhandeldecreet uit 2012, zoals aangepast in 2017. Het is de bedoeling te zorgen voor een actuele en duidelijke regeling voor de controle op de in-, uit-, doorvoer en overbrenging van militaire goederen, civiele vuurwapens, essentiële onderdelen en munitie. Hierbij wordt ingespeeld op de gewijzigde geopolitieke situatie, het toenemende belang van investeringen in defensie en (economische) veiligheid, en de noodzaak om een efficiënte en effectieve exportcontrole te organiseren.

Het Wapenhandeldecreet van 2012 wordt namelijk als complex en weinig flexibel ervaren door de defensie-industrie. Het gaat hier en daar ook verder dan het Europese referentiekader en is op bepaalde punten strenger. Dat bemoeilijkt de ontwikkeling van de Vlaamse defensie-industrie en de deelname aan bepaalde Europese en internationale projecten en samenwerkingsverbanden.

- **Sanctions: national authority**

- **Little official publications**
- **Comprehensive guide for the diamond trade**



Enforcement: Belgium

Non-compliance with EU sanctions

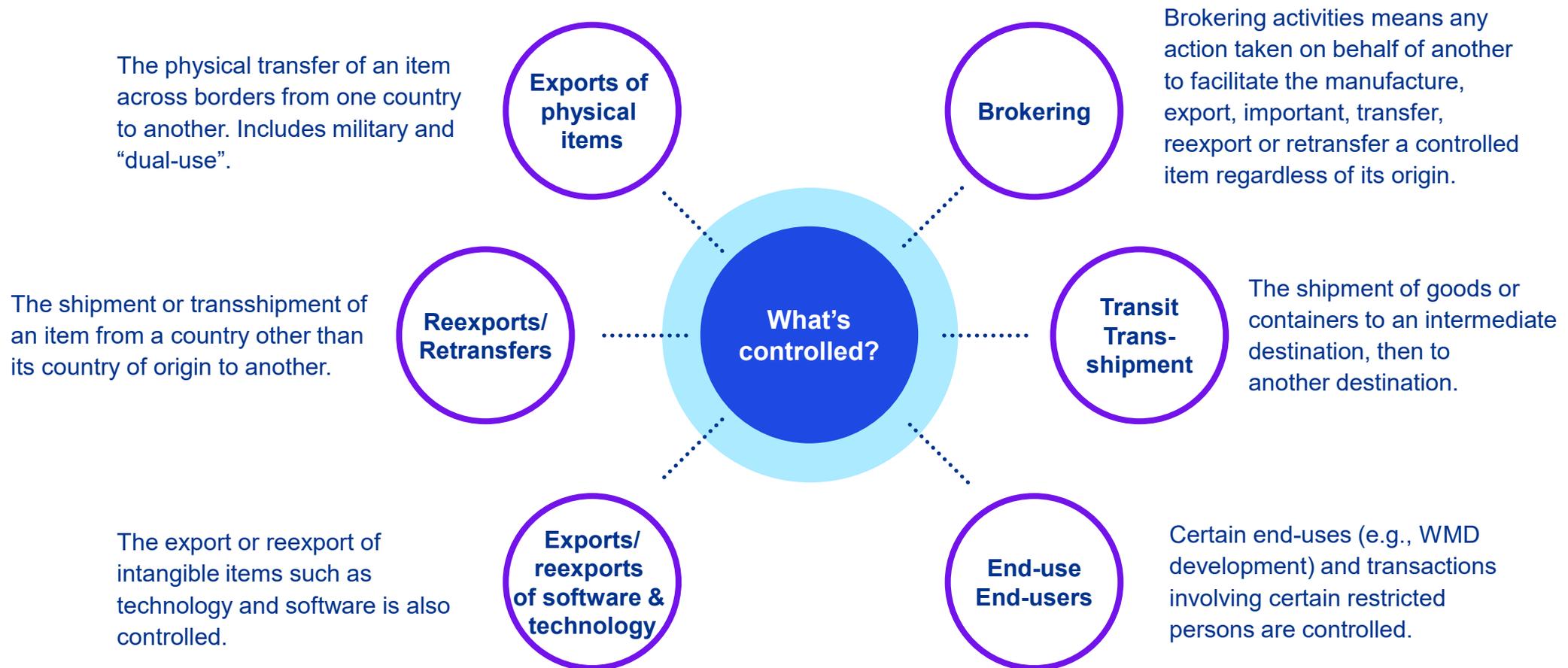
- Law of 13 May 2003, art. 6
- Criminal penalties
 - For natural persons:
 - Prison sentence of maximum 5 years
 - Fine of 50% to 100% of the value
 - Confiscation (goods or equivalent value)
 - For legal persons: Same, but conversion of the prison sentence
- OR ... administrative sanction of 250 EUR to 2.500.000 EUR
- No voluntary self-disclosure foreseen

Non-compliance with dual use and military goods legislation

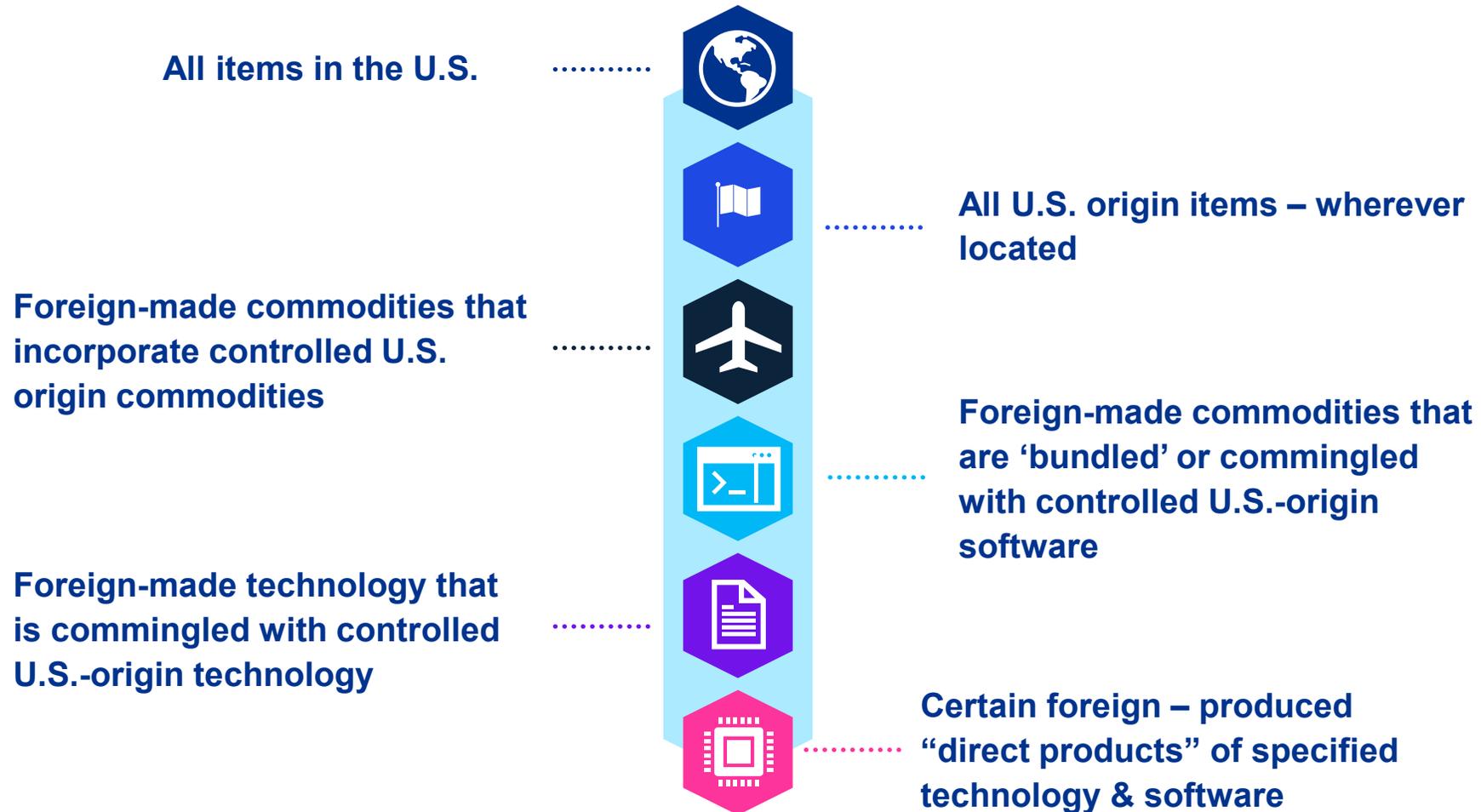
- General Law of 18 July 1977 on Customs and Excise, art. 231
- Criminal penalties
 - For natural persons:
 - Prison sentence of 4 months to 1 year
 - Fine of 50% to 100% of the value
 - Confiscation (goods or equivalent value)
 - For legal persons: Same, but conversion of the prison sentence
- Waiver of penalties if the disclosure is spontaneous, prior to inspection

US extraterritorial jurisdiction

What's Controlled?



What is subject to US Export Controls



EU Impact



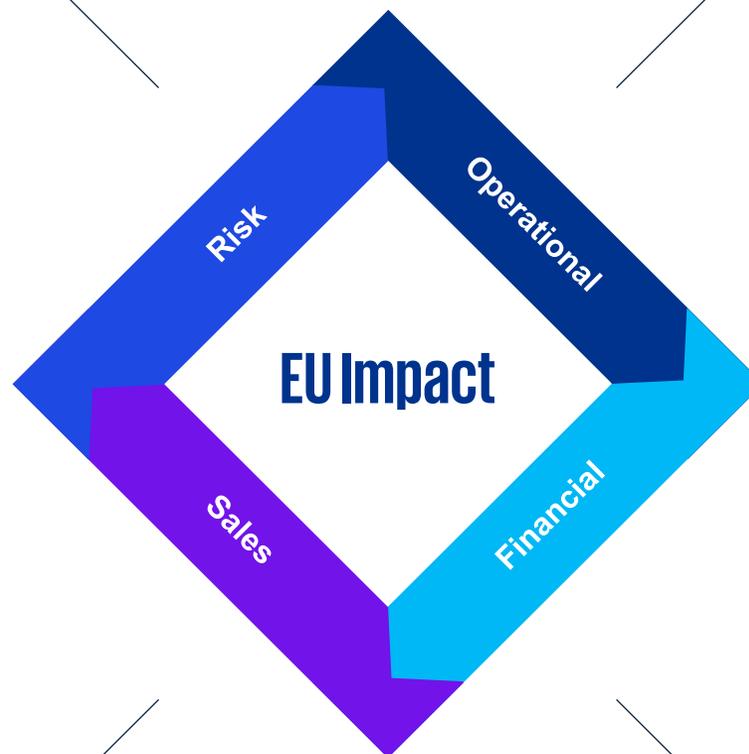
Risk

- More due diligence is required
- Expanding controls on transactions that involve US persons
- Export violations resulting in large value settlements



Sales

- Loss of Russian sales
- Loss of sales to China/Huawei
- Loss of economic incentives to facilitate open trade conversations



Operational

- Ability to deliver goods to customers
- Shipments blocked by customs
- Export compliance team that meets the business needs
- Requiring a license from the U.S. government delaying



Financial

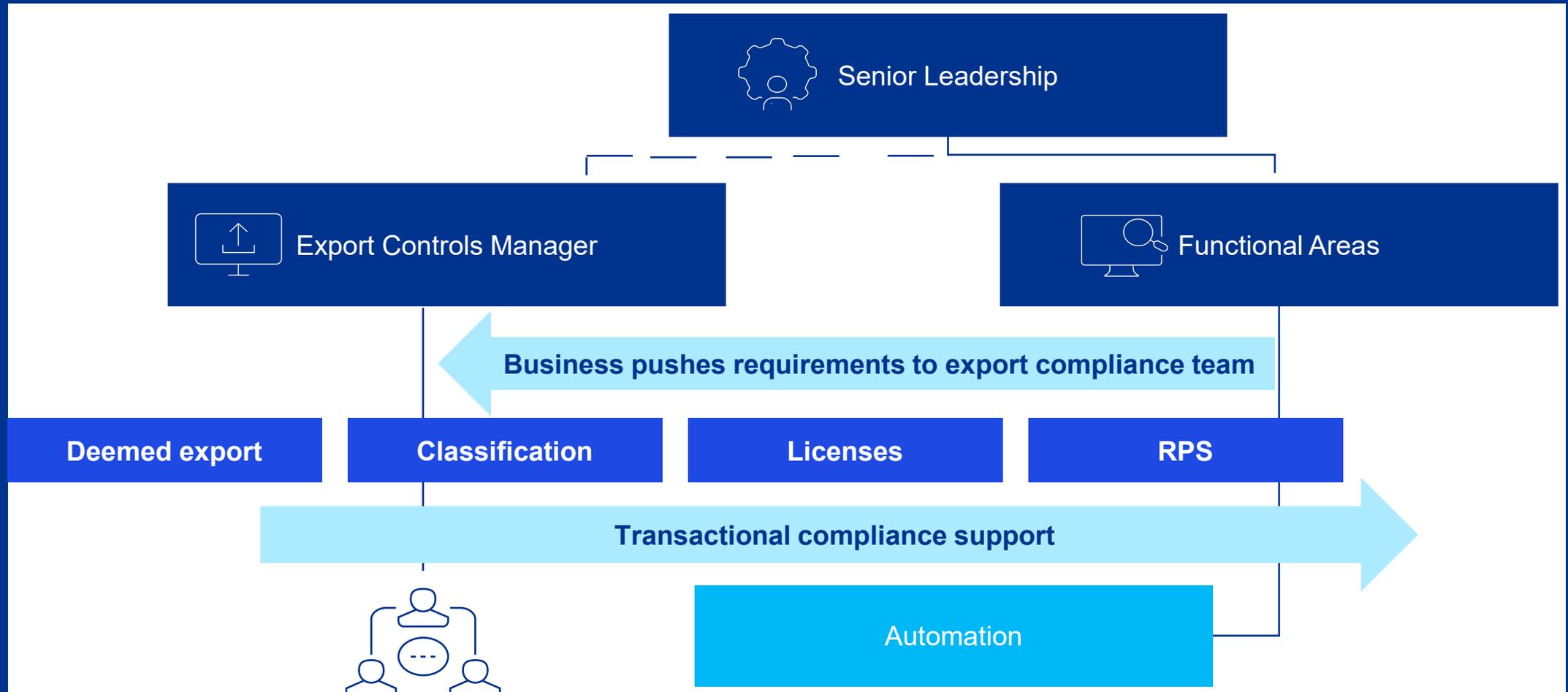
- Companies have adjusted their SEC filings by upwards of a billion USD
- EU countries may risk their mostly open economic trade and investment relations with large trading partners



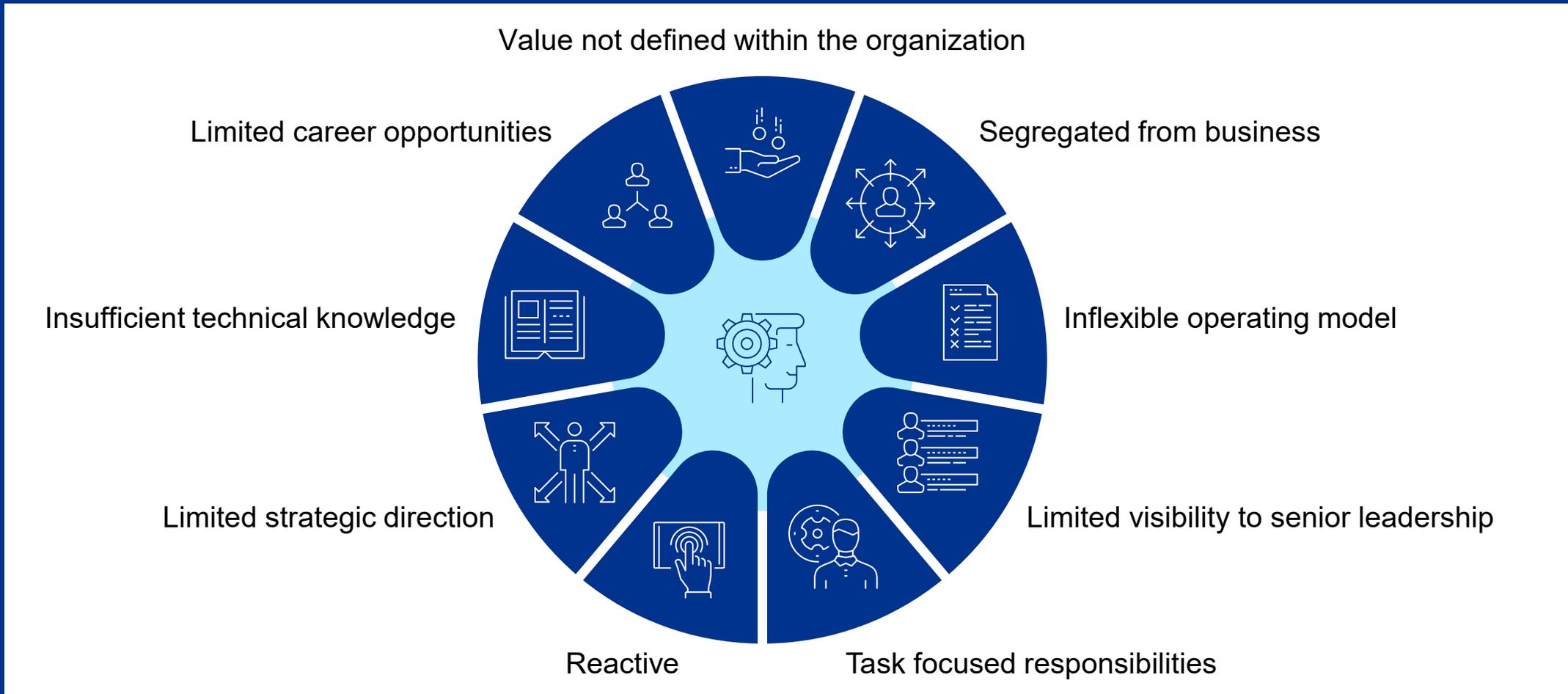


The evolution of export controls

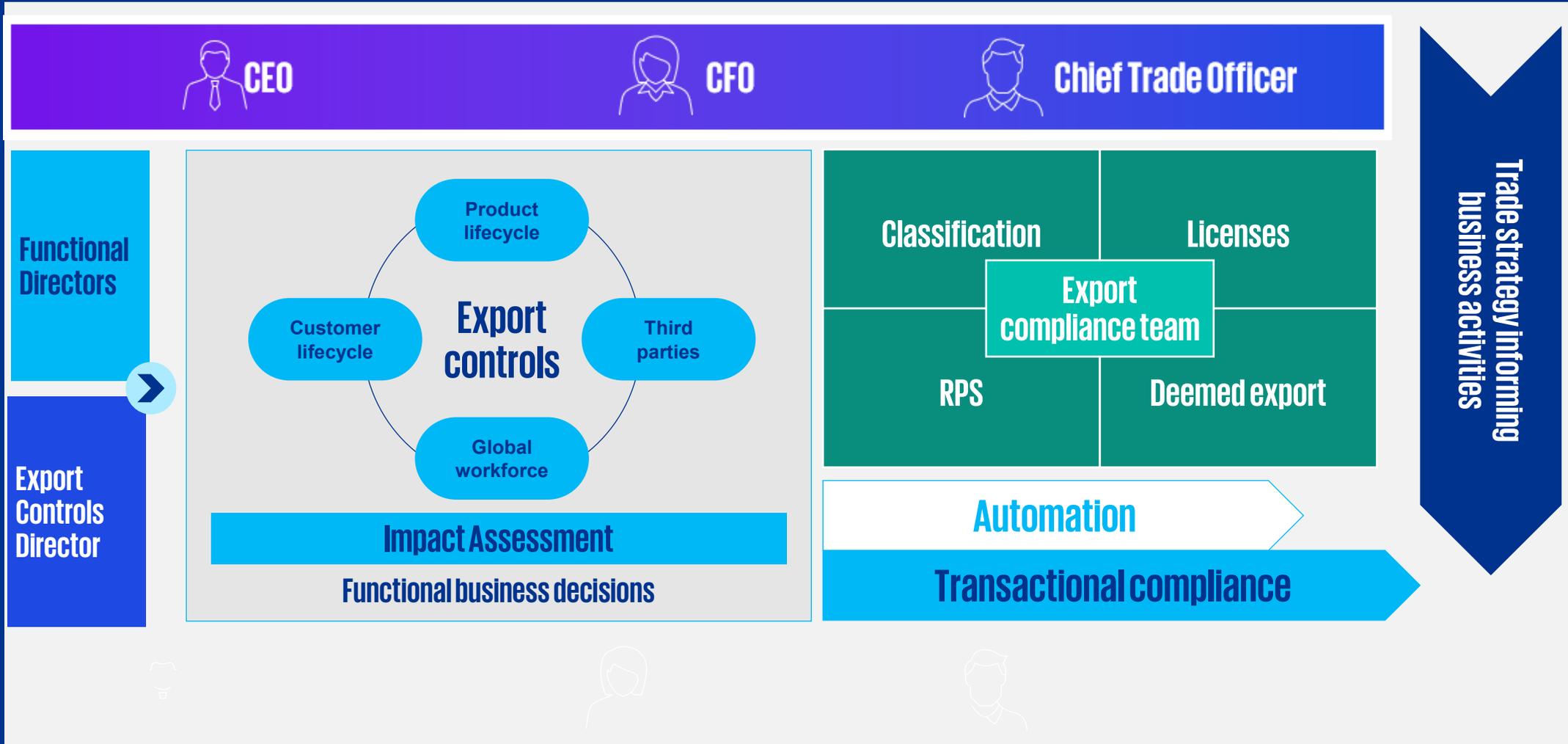
Traditional export compliance program



Challenges with the traditional model



Future state export compliance program



Case-Study: Russia

Effects of the Russia sanctions



Challenges posed by Russia sanctions and embargoes



... the 14th sanctions package demonstrates our unity in supporting Ukraine and in seeking to limit Russia's criminal activities against the Ukrainian people, **including efforts to circumvent EU measures.**

- Josep Borrell, High Representative for Foreign Affairs and Security Policy



Circumventing Russia sanctions by integrating foreign subsidiaries.

Analysis of relevant trade and customs data by the European Commission shows that the majority of war-related goods reaching Russia are attributable to companies from Western countries, including the EU.



However, the goods are often not manufactured in these countries themselves, but in subsidiaries of these companies in third countries.



Some of the goods reach Russia via a detour via other third countries, while others are sold directly to Russia.

Globally harmonized approach to preventing circumvention

Best practice approach

Check the transaction parties against the applicable public sanctions lists.

- If an address "matches", but not a company name, additional due diligence as described below is recommended.
- An address that matches one or more public sanctions lists may indicate the use of shell companies or trust and company service providers (often referred to as company secretaries).

If concerns persist despite renewed investigation:

- Refrain from the transaction
- Pass on information to the responsible export control/compliance/customs authority in your country.

Enhance due diligence – what should be considered:

- Request more information about the end use, end user and/or final destination of the items.
- Request more information from the customer about its history, business practices, etc.
- Conduct research on the customer in publicly available sources, including the use of public trade registers and commercially available trade databases.

Risk analysis of circumvention of export controls and/or sanctions. Reassess the warning signals and all available information after conducting further due diligence.

A photograph of an offshore wind farm with several white wind turbines in a blue sea under a clear sky. One turbine is in the foreground, and others are visible in the distance.

KPMG Law



“NO-RUSSIA CLAUSE” : Background

Article 12g

1. When selling, supplying, transferring or exporting to a third country, with the exception of partner countries listed in Annex VIII to this Regulation, goods or technology as listed in Annexes XI, XX and XXXV to this Regulation, common high priority items as listed in Annex XL to this Regulation, or firearms and ammunition as listed in Annex I to Regulation (EU) No 258/2012, exporters shall, as of 20 March 2024, contractually prohibit re-exportation to Russia and re-exportation for use in Russia.

2. Paragraph 1 shall not apply to the execution of contracts concluded before 19 December 2023 until 20 December 2024 or until their expiry date, whichever is earlier. ✨

3. In application of paragraph 1, exporters shall ensure that the agreement with the third-country counterpart contains adequate remedies in the event of a breach of a contractual obligation concluded in accordance with paragraph 1.

4. If the third-country counterpart breaches any of the contractual obligations concluded in accordance with paragraph 1, exporters shall inform the competent authority of the Member State where they are resident or established as soon as they become aware of the breach.

5. Member States shall inform each other and the Commission of detected instances of a breach or circumvention of a contractual obligation concluded in accordance with paragraph 1.

- Council Regulation (EU) No. 833/2014 of July, 31st 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine
- 12th package of Sanctions (December 2023): Introduction of the “No-Russia Clause” in Article 12g
- **EU exporters must include clauses that prohibit the sale, export or re-export (directly or indirectly) of certain goods to Russia**
- Purpose: prevent sanctioned goods from still reaching Russia via third countries – curtail Russia’s ability to wage the war, deprive it of critical technologies and weaken its industrial base
- “No re-export to Belarus Clause”: Article 8g Regulation (EU) No. 2024/1865

“NO-RUSSIA CLAUSE”: Scope



Goods as specified in the annexes

The requirement applies only to specific types of sensitive goods



Including goods related to aviation, jet fuel, firearms and ammunition, as well as common high priority items

Requires technical assessment



Adequate remedies

To ensure its effectiveness, the “no Russia clause” must contain adequate remedies in case of a breach

For instance: termination or suspension right, or application of financial penalties (e.g. price of the goods)

Timeline

Contracts concluded after 19 December 2023 must include a “no Russia clause” from 20 March 2024

Contracts concluded prior to 19 December 2023 must include a “no Russia clause” from 20 December 2024 (one-year transition period)



Scope: exports outside of the EU

Obligation to include a “no Russia clause” applies to contracts with operators based in any non-EU country

With the exception of: US, Japan, UK, South-Korea, Australia, Canada, New Zealand, Norway, Switzerland, Liechtenstein and Iceland

Exemptions for public authorities and international organizations in third countries.

Monitoring mechanism

The importer / buyer should set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain that would frustrate the purpose of the clause

EUROPEAN COMMISSION – MODEL CLAUSE



“(1) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of [XX]% of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.”

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EUROPEAN COMMISSION – MODEL CLAUSE

“(1) The [Importer/Buyer] shall not sell, export or re-export any goods supplied under or in connection with Regulation (EU) No 833/2014.

(2) The [Importer/Buyer] shall undertake its best efforts to ensure that the [Exporter/Seller] and its parties further down the commercial chain, including by possible resellers, do not engage in any of the activities prohibited in paragraph (1).

(3) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

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In the event of a breach of this article, XXX shall have the right to seek appropriate remedies, including but not limited to the suspension and/or termination of all pending orders and/or the agreement. Furthermore, the Buyer shall indemnify and hold XXX harmless from any claims, liabilities, losses, damages, fines, penalties, sanctions, and costs arising from a breach of this article.

EUROPEAN COMMISSION – MODEL CLAUSE



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Incorporating export control clauses into contracts

How



Existing agreements

Conclude addendum / renegotiate agreement



New agreements

Include directly and by default into the (template) agreement



General terms and conditions

Ensure opposability of GT&C

Attention points

- Define scope
- Monitoring mechanism / audit right
- Appropriate measures
- Operational implementation

Why it matters

01

Compliance with new legislative initiatives

Documentation and reporting obligations towards authorities

02

Commercial benefits

Enhanced reputation / brand value
Strengthened stakeholder relationships

03

Avoidance of severe penalties

Reputational damage, legal disputes, financial penalties

Supply Chain Academy:

Export Controls and Technology

19 March 2025



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- 02** Modelling data to support export functions
- 03** Integrating data into existing processes

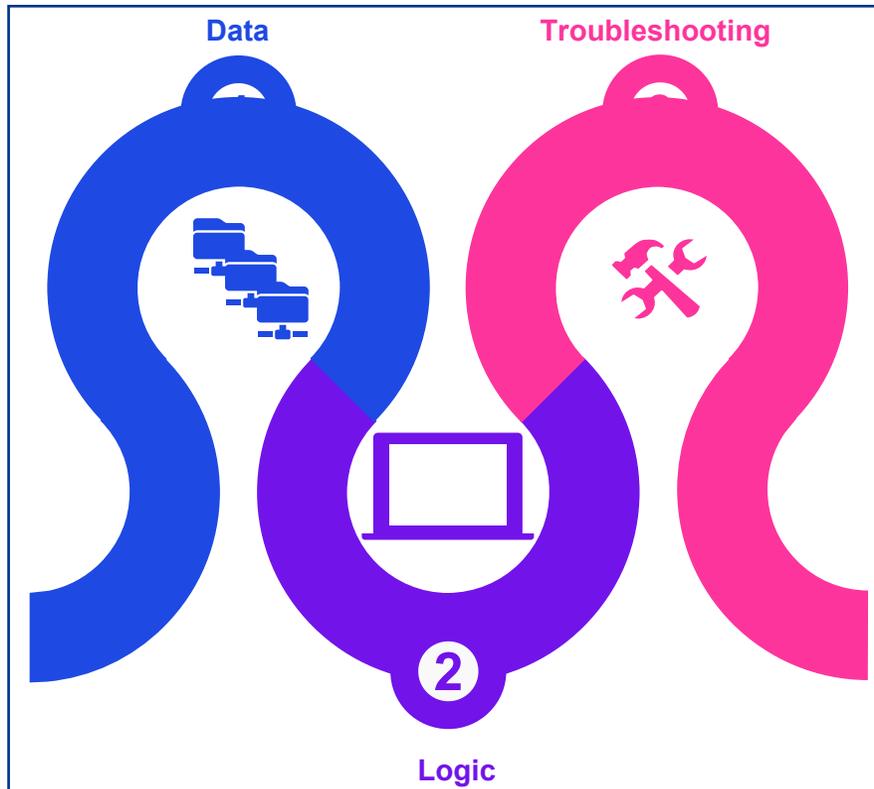


Taking ownership of your data

Leveraging your data

Data and data manipulation can assist an organization with a wide range of risks and opportunity finding.

In this section, we aim to begin to frame the practical use of data and how it can be used to empower your customs function.



1. Data



Government data

Best option for data completeness but not easier to receive on a short-term basis in a lot of jurisdictions



Inhouse software data/ Self-filing

Could be best option to have life-time data and group wide sources available

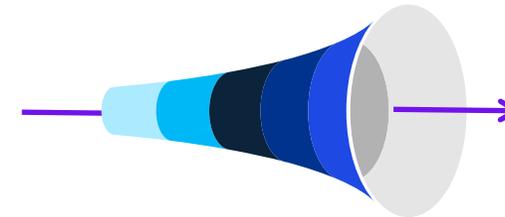


Broker data

Could be best option if no governmental and/or inhouse data available (e.g. Control towers)

2. Logic

Compiled and clean data is pushed through a technology with an underlying logic or algorithm



The algorithm creates a defined data set to provide critical information and traceability

3. Troubleshooting

Data and data management comes with complexities and continued maintenance. While data can play a cornerstone of a Customs function, it requires ongoing attention.



Data Storage



Data Quality



Data Flow



Logic Maintenance



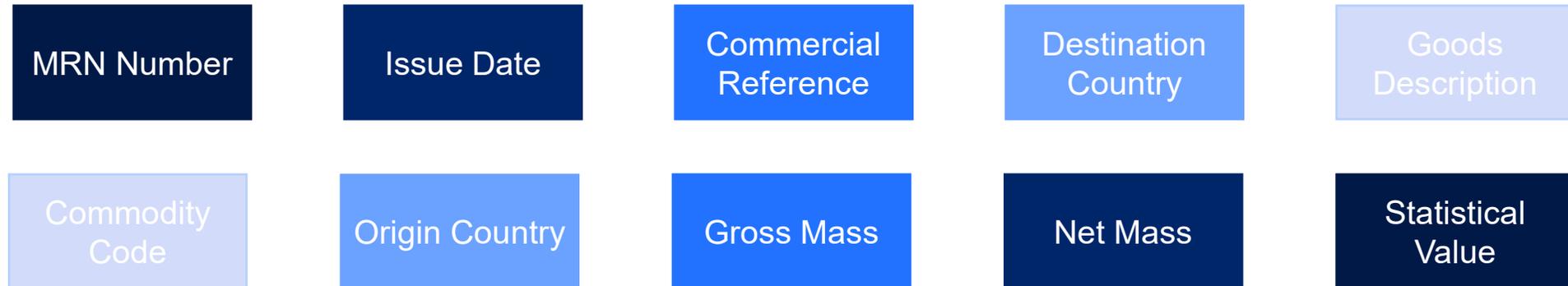
Expertise

Leveraging your data for exports

Where to find your data

- Global Trade Management Systems (GTM)
- Government Data Portals (AES data)
- Broker Data
- Sales Data (RPS)

Key Data Elements from AES Data



Why leveraging your data is important?



A photograph of an offshore wind farm with several white wind turbines in a blue sea under a clear sky. One turbine is in the foreground, partially cut off by the right edge of the frame.

Modelling data to support export functions

Leveraging Data for Exports – Use Cases

Using KPMG’s Digital Gateway platform, we will demonstrate ways in which data can be leveraged to conduct a variety of functions for the purpose of Export Compliance.

1 Programmatic Overview



Targeted Topic Overview

2

3 Compliance Checks



The Big Picture

KPIs play a critical role in tracking the efficiency and proper functioning of a sanctions/export control program. An overview of the following:

- Number of declarations
- Number of dual-use codes
- Statistical Value
- Countries of destination
- Number of Licenses

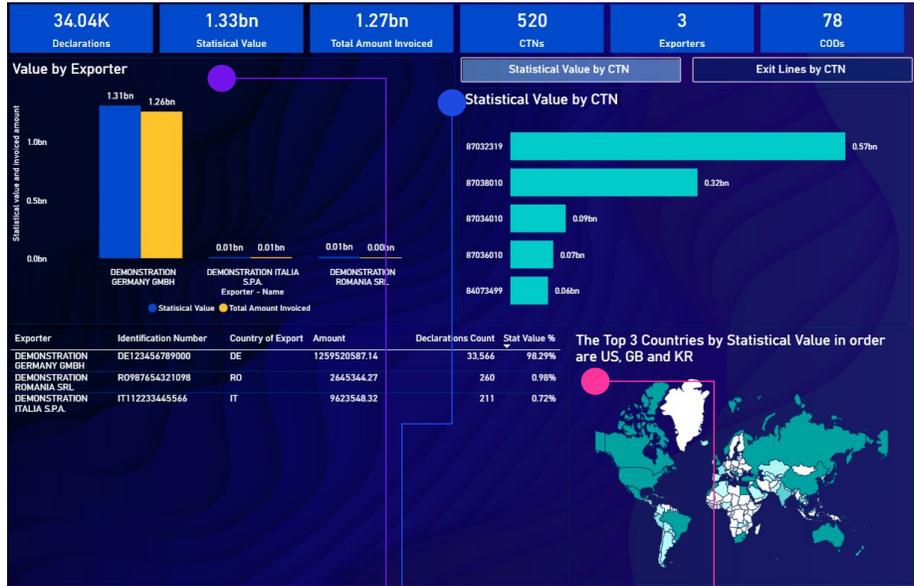
Can be leveraged to assess proper resource allocation, find anomalies and detect potential risk



An overview of key metrics provide a quick check to understand the current profile of exports. Which can enable processes such as:

- Risk planning/detection
- Key products
- Anomalies
- Communication with organization

Digging into the details



KPIs at the entity level

What?
Our overview dashboard provides an overarching view of the export behavior at a company-wide level. The KPIs here reveal similar metrics broken out into individual entities.

Why?
A magnified look into individual exporters can support in compliance detection and opportunity finding.

Statistical Value by Commodity code

Value by exporter provides a quick look at which entity is conducting how much activity.

Country by stat. value is a quick check on what countries products are being exported to

Description of goods provides a description of the goods associated with the commodity code

Exit lines by commodity code

Statistical value by commodity code

Declared commodity codes

What?
A magnified look into the declared commodity codes and the corresponding value.

Why?
A magnified look into the value and volumes per commodity code can support in compliance detection.



Digging into the details



High level metrics display key items to track in relation to exports to sanctioned entities.

Metrics to sensitive countries provides key stats related to exports to sanctioned or controlled countries

Breakdown by LRN is a more in depth look at data fields related to specific declarations.

Sanctioned Countries

What?
A specific dashboard to display exports specifically to *sensitive* countries or sanctioned countries.

Why?
Sanctioned and sensitive countries are the riskiest destinations for exports, so this dashboard specifically highlights your exports to those regions.

Countries of Destination

What?
A broad look at all transactions by countries of destination.

Why?
While sanctioned countries might be the highest risk – it is also critical to keep your finger on the pulse for exports to all countries.

Percent of total value broken down by country. Ensures awareness of export portfolio from a country perspective.

Percent of total value by consignee. Ensures awareness of export portfolio from a consignee perspective.

Number of declarations by CN code. Breakdown of declaration number by country and by CN code.



Compliance Checks

Overview of the CN code, good description, dual-use list code and dual-use indicator

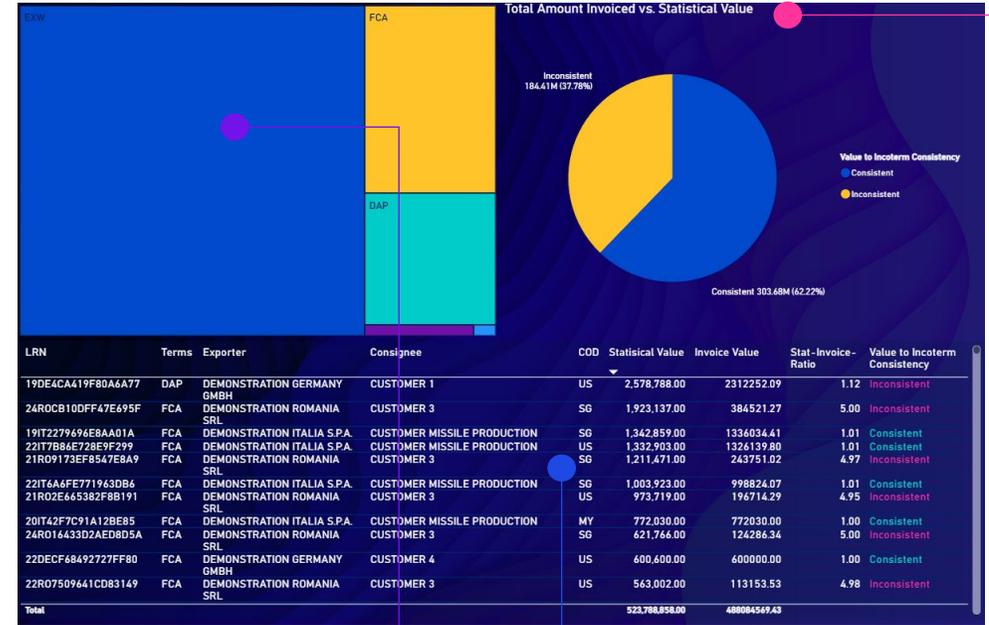
A comparison between hits to the dual-use correlation list and products with a license number

Number of EU dual use classifications by commodity codes

Dual-use correlation list

What?
A sense check to compare CN classification codes against the dual-use correlation list.

Why?
If an exporter's commodity falls onto the dual-use list, it will be subject to export controls and additional compliance.



Statistic vs. Invoice Value

What?
Verification between the statistic and invoice values. That is the value between the invoice price and declared price.

Why?
Comparing statistical and invoice values helps ensure the customs declaration reflects the correct value at the EU frontier under the chosen Incoterm. This supports accurate reporting, reduces valuation errors, and strengthens the audit trail.

Summary of key data points of which analyzes whether the values are consistent with the provided incoterm

Overview of the invoice value and statistical value

Breakdown of incoterms used on export declarations.



Compliance Checks

Red Flag Analyzer

What?

Overview of transactions with sensitive or conspicuous hits in the name of the consignee

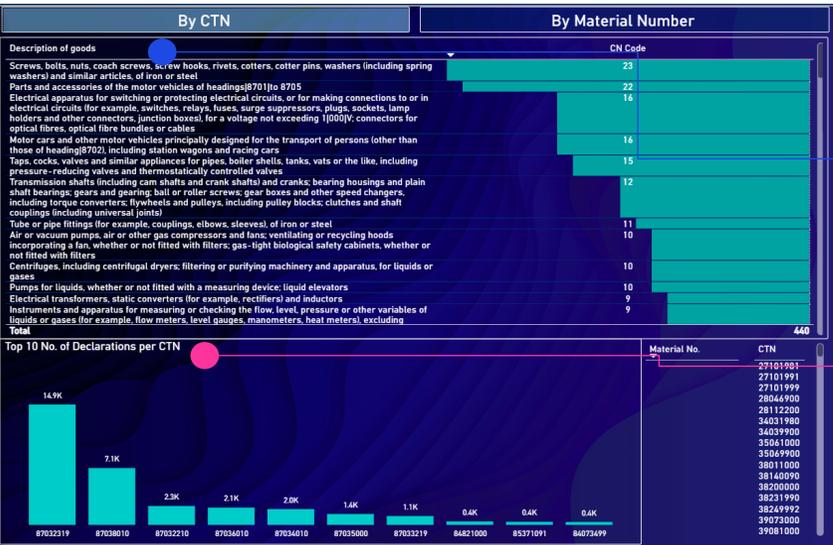
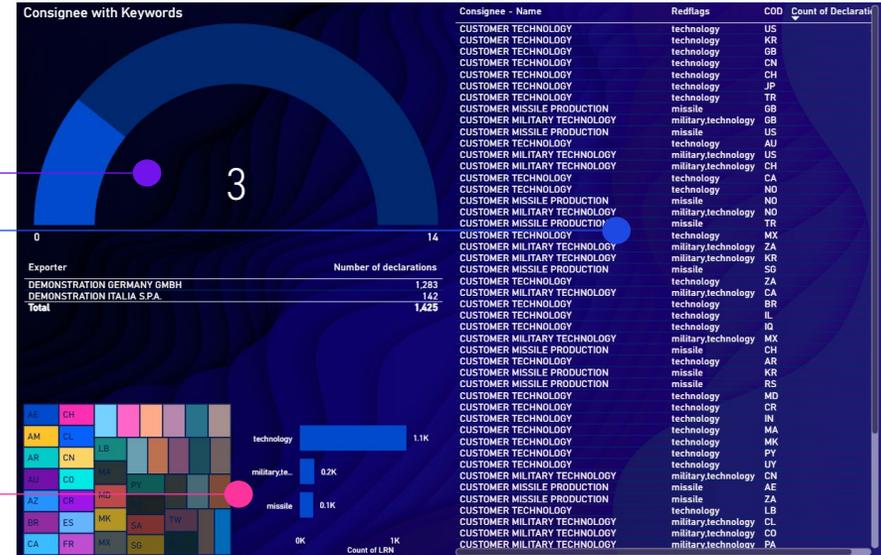
Why?

Export controls and sanctions regulations may not permit the sale of products to certain countries for military use. A restricted party list may act as a first line of defense.

Number of consignees with "red-flag" words

Flagged entity names with "red flag" words

Countries of destination with a "red flag" word



CN Anomalies

What?

Check for inconsistencies between material number and descriptions of goods

Why?

An EU exporter checks for inconsistencies between material numbers and goods descriptions to ensure that the product being shipped matches the item classified and screened for export controls, sanctions, and customs purposes. This reduces the risk of misclassification, incorrect licensing, and non-compliance findings during audits.

Description of products and the number of CN codes with similar descriptions

Number of declarations per commodity classification.

A Russia Use Case

Russia Sanctions Packages Check

What?

Check whether exports are impacted by the various Russia sanctions (Dual-Use or Russia Annexes II, VII, XVIII, XXIII).

Why?

Avoid shipping prohibited goods, services, or technology to restricted counterparties or destinations. This helps prevent legal violations, fines, reputational damage, and potential criminal liability.

Russia Circumvention Check

What?

Check whether your exports are routed through countries associated with circumvention.

Why?

A check to ensure that goods are not being routed via intermediaries or third countries to reach Russia in violation of sanctions.

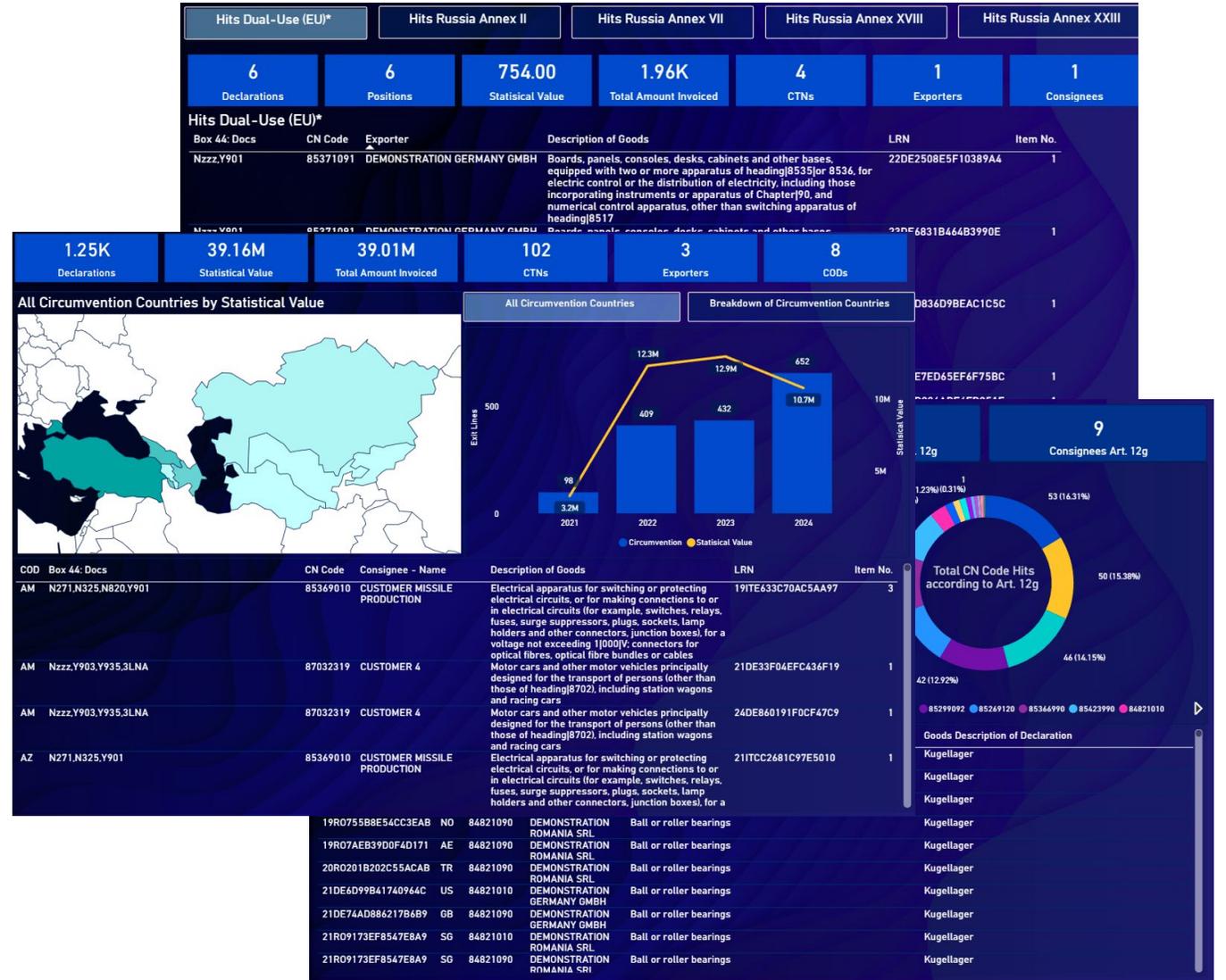
No Russia Clause

What?

Overview of exports related to Article 12(g) EU 833/2014

Why?

Ensure they are not directly or indirectly re-exported to Russia or used in Russia in breach of contractual and legal obligations.





Integrating data into existing processes

Restricted Party Screening



Restricted Party Screening (RPS) as a service, using leading tools to screen parties, resolve hits, and proactively report results. Allows you to rely on your service provider to conduct screening as well as hit adjudication.

How is your data integrated?

Fully Automated

Source:
GTM or government data

Automated Flow

- Data automatically flows into screening tool through established *pushes*

Screening Tool

- **Screening module integrated into GTM**
- **Bolted on 3rd party screening module**

Not one size fits all

Due to high-volume of vendors, buyers, employees and reach of business, may large companies should consider highly automated and continuous screening.

Partially Automated

Source:
Data extracts from GTM or government data

Ad-hoc/ bulk upload

- Data is uploaded through extract (excel) in mass or ad-hoc

Unattached 3rd party screening solution

Large to medium sized companies without an integrated GTM may rely on a third-party screening tool to conduct RPS. Provides for automated screen with manual upload and adjudication.

Manual

Source:
Single entities from documentation or data extracts

Ctrl + F

- Manual review of single entities against government lists

Review of various Government websites

Small companies with a low number of 3rd party interactions may have little exposure. Though still must abide by export control and sanctions legislation.

KPMG





Networking Lunch