

# Annual End Use / End User Export Compliance Certification



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It is the policy of USA Aerospace Holding CO. (USAERO) to verify the end use and end user in the sale, lease, and/or provision of all products and transfers of technology by USAERO to ensure compliance with applicable U.S. laws and regulations regarding export controls and economic sanctions. Because the products you are purchasing, leasing, and/or receiving (e.g., repair and overhaul) may be exported and used outside the United States, you certify and agree to the following:

1. You understand that the products and/or technology to be provided by USA Aerospace Holding CO. are subject to U.S. export control requirements.
2. You will not export, re-export, or supply/transfer by any means, directly or indirectly, via 3rd party organization, any USAERO supplied products or technology to any countries or regions that are subject to a U.S. embargo or sanctions (as may change from time to time) without U.S. Govt. approval. You will not use U.S. origin technology to provide services to embargoed countries or regions unless authorized by U.S. Govt.
3. You acknowledge that U.S. law prohibits the sale, transfer, export, re-export or other participation in any export transaction involving products provided by USA Aerospace Holding CO. with individuals or entities listed in the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List (or entities that are 50%-or-more owned by one or more such individuals or entities); the U.S. Commerce Department's Denied Persons, Unverified or Entities Lists; the U.S. Department of State's Debarred Parties List; or other applicable restricted parties lists.
4. You intend that the products and/or technology to be provided by USA Aerospace Holding CO. will not be used for any other purpose or end-use connected with weapons proliferation, satellite usage, military applications, chemical biological or nuclear weapons, or items capable of delivering such weapons, unless prior authorization is obtained from the relevant U.S. Government agencies.
5. You will not supply/transfer any USA Aerospace Holding CO. parts to be incorporated on an aircraft that is either based in Crimea or will be used in dedicated/regular flights to and from Crimea.
6. You will not participate in activities involving the Russian production or development of crude oil or gas from deep water, arctic offshore or shale and will not participate in activities involving Russia's energy and defense sectors. You acknowledge and will adhere to the current various global US, EU, UK, and UN sanctions against Russia and Belarus to the extent applicable to you.
7. Without limitation, you will not supply, sell, export, re-export or transfer directly or indirectly parts or assets that support, or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, "development", or "production" of any military end use or end user as defined under 15 C.F.R. part 744.21, 758.1(b) and 85 F.R. 23459 without prior approval by the US Govt.
8. You understand that the products to be provided by USA Aerospace Holding CO. may not be exported or re-exported to or for the use of a foreign vessel or aircraft unless, under the Export Administration Regulations (EAR 15 CFR Parts 730-774), a license exception applies or no license is required to ship the items to: (a) the country in which the vessel or aircraft is located; (b) the country in which the vessel or aircraft is registered (or will be registered if under construction); and (c) the country (or foreign national) which controls, leases, or charters the vessel or aircraft.
9. You will abide by all applicable U.S. export control laws and regulations including but not limited to the EAR (EAR 15 CFR Parts 730-774), International Traffic in Arms Regulations (ITAR 22 CFR Parts 120-130), Office of Foreign Assets Controls sanctions requirements (including, but not limited to, the regulations of 31 CFR Subchapter V) and export control sanctions regulations (EAR 15 CFR Part 746), Arms Export Control Act (22 CFR Section 2751), Export Control Reform (50 U.S.C. Chapter 58), Foreign Corrupt Practices Act, and Anti-boycott regulations (15 CFR part 760) for any product and/or technology to be provided by USA Aerospace Holding CO. and will obtain any license(s) or prior approval(s) required by the U.S. government prior to export, re-export, or transfer of products or technology provided by USAERO. A link is provided herein for access to Export Administration Regulations: <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>
10. You acknowledge that non-U.S. laws, including but not limited to EU and UN sanctions regulations, may also apply to products or technology provided by USA Aerospace Holding CO. and you will endeavor to comply with all such applicable laws.
11. You are not debarred, suspended, prohibited, or impaired from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product or technology regulated by any agency of the U.S. Government.
12. You agree that the representations above shall survive the completion, early termination, cancellation or expiration of the applicable purchase order agreement or contract. If you request USA Aerospace Holding CO. to ship to a third party or pursuant to an export license, a separate certification may be required for that purchase order and shipment.

I certify that to the best of my knowledge, the information set forth on this certification is accurate, current, and complete as of the date of this signing and that I am duly authorized by my company to provide this certification and representation.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_