

END USE AND END USER CERTIFICATION (EEUC)

It is the policy of Protempis (Seller) to verify the end use and end user in all sales of our products, software, and related technology to ensure compliance with applicable U.S. export control laws and regulations. These include but are not limited to the U.S. Department of Commerce Bureau of Industry and Security (BIS) Export Administration Regulations (EAR), U.S. Census Bureau Foreign Trade Regulations (FTR), the U.S. Department of State International Traffic in Arms Regulations (ITAR), and trade sanctions administered by the U.S. Department of Treasury Office of Foreign Assets Control (OFAC), as well as any other laws and regulations that may apply.

<u>BEFORE YOUR ORDER CAN BE BOOKED</u>, this form must be completed and signed by responsible, authorized principals of the purchaser and ultimate consignee/end user and returned to your Protempis point-of-contact. Failure to complete and sign this form may result in a delay or cancellation of the order.

I. Purchaser:

A. Name:

B. Purchase Order Number (PO#):

C. Physical Address:

D. Telephone Number:

E. Website:

II. Ultimate Consignee/End User:

A. Name:

B. Physical Address:

C. Telephone Number:

D. Website:

E. Nature of usual business (e.g., broker, distributor, fabricator, manufacturer, retailer):

III. Items Purchased:

Part Number and Description	Quantity	Value (USD)

IV. Disposition or Use by Ultimate Consignee/End User Named in Section II Above:

- A. Country of Ultimate Destination and/or Use of the Goods.
- B. Describe how the Goods will be used. If the Goods will be incorporated into another product, identify the ultimate product and country of manufacture.
- C. Describe for what purpose the Goods will be used.

D. Will the Goods be engaged directly or indirectly in government end use? If so, identify the government agency or department beneficiary.

E. Will the Goods be engaged directly or indirectly in a military end use?

V. U.S. Export Control Compliance:

- I (We) understand that Goods provided by Seller (Seller's Goods) are of U.S. origin and are subject to U.S. export control laws and regulations including, without limitation, the Export Administration Regulations (15 CFR §§ 730-774) or the International Traffic in Arms Regulations (22 CFR § 120 et seq.).
- I (We) will not export or re-export Seller's Goods to Cuba, the Crimea, Donetsk, and Luhansk regions of Ukraine, Iran, North Korea, Syria, or to any restricted/embargoed country or region as may be designated from time to time by the U.S. Government unless otherwise authorized in writing by Seller and the U.S. Government.
- I (We) will neither use, sell, transfer, export, or re-export Seller's Goods for use in activities that involve the development, production, use, or stockpiling of nuclear, chemical, biological weapons or missiles, nor use Seller's Goods in any facilities that are engaged in activities related to such weapons or their delivery systems (e.g., ballistic missile systems, space launch vehicles, etc.).
- I (We) will not use, sell, transfer, export, or re-export Seller's Goods to a restricted military or military intelligence end user or for a restricted military or military intelligence end use (15 CFR §§ 744.21-22) in Belarus, Burma, Cambodia, the People's Republic of China, the Russian Federation, Venezuela, any entity on the BIS Military End User List, or any other restricted country, region, or end user as may be designated from time to time by the U.S. Government unless otherwise authorized by the Seller and U.S. Government.
- I (We) will not use, sell, transfer, export, or re-export Seller's Goods, directly or indirectly, to any person or entity subject to sanctions under OFAC, OFAC's Specially Designated Nationals and Blocked Persons (SDN) list, OFAC's Sectoral Sanctions Identifications (SSI) List, or such person or entity's property or interests in property.
- I (We) acknowledge that U.S. law prohibits the sale, transfer, export, re-export to, or participate in any export transaction involving Seller's Goods with individuals or companies listed in the U.S. Department of Commerce's Denied Persons List, Entity List, Military End User List, or Unverified List; the U.S. Department of Treasury's SDN List and SSI List; the U.S. Department of State's Debarred Persons List; or any other U.S. Government agency restricted party list.

VI. Statement of Ultimate Consignee/End User and Purchaser:

I (We) certify that all of the facts contained in this statement are true and correct to the best of my knowledge and belief, and I (We) do not know of any additional facts that are inconsistent with the above statements. I (We) shall promptly send a supplemental statement to the U.S. Seller, disclosing any change to facts or intentions set forth in this statement which occurs after the statement has been prepared and forwarded. (I (We) will not reexport, resell, or otherwise dispose of any items approved on a license supported by this statement (1) to any country not approved for export as brought to our attention by means of a bill of lading, commercial invoice, or any other means, or (2) to any person if I (We) know that it will result, directly or indirectly, in disposition of the items contrary to the representations made in this statement or contrary to U.S. export controls and sanctions regulations.

I certify that I am a responsible principal of my Company authorized to legally obligate my Company, and I am authorized to sign this End Use and End User Certification on my Company's behalf.

Ultimate Consignee/End User:

Signature:

Name Printed:

Title Printed:

Date Signed:

Purchaser (if not ultimate consignee):

Company Name Printed:

Signature:

Name Printed:

Title Printed:

Date Signed: