

<b>Date:</b>
<b>Order/Invoice No.</b>

**Purchaser:****End user:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title (Printed)

Name and Title (Printed)

\_\_\_\_\_  
Signature  
and Date\_\_\_\_\_  
Signature  
and Date

## **Export Compliance Agreement PURCHASER/END USER STATEMENT**

The parties acknowledge that the sale of the products hereunder shall be subject to the export control laws of the United States which may include, without limitation, the U.S. Export Administration Regulations ("EAR"), the International Traffic In Arms Regulations ("ITAR") and the trade sanctions programs administered by the Office of Foreign Assets Control ("OFAC") within the U.S. Treasury Department, as amended from time to time (collectively the "Export Control Laws"). Purchaser agrees that all actions taken by it in furtherance of fulfillment of this Agreement shall be in compliance with applicable Export Control Laws, including the following:

(a) Purchaser acknowledges that the purchase of the Products may be subject to export licensing requirements and restrictions on resale to certain destinations and parties under the Export Control laws. (1) Purchaser shall not sell, export, reexport, transfer or deliver the Products supplied under this Agreement outside of the geographic area authorized by the MyJet without the authorization of the MyJet; (2) Purchaser shall comply with the terms and provisions of all licenses and authorizations as may be required for the delivery and use of the Product; (3) Purchaser will obtain all applicable U.S. export licenses and other approvals required by the U.S. Government prior to the transfer or reexport of any of the Products; and (4) Purchaser will comply with all other applicable requirements under the Export Control Laws.

(b) It is the MyJet's policy to verify the end use and end user of all products sold to assure compliance with the Export Control Laws. Purchaser shall not

sell, export, reexport, transfer or deliver the Products to destinations and parties other than as set forth in End Use Statements as stated above, nor permit any third parties to do the same without the express written consent of the MyJet.

(c) Purchaser shall not sell, export, reexport, transfer or deliver the products supplied under this Agreement to any parties located in Iran, Cuba, North Korea, Syria, Sudan, the Crimea region of Ukraine, Balkans, Belarus, Burma, Burundi, Central African Republic, Cote d'Ivoire (Ivory Coast), Democratic Republic of the Congo, Iraq, Lebanon, Liberia, Libya, Somalia, Venezuela, Yemen, Zimbabwe or any other countries prohibited under U.S. embargoes or trade sanctions programs maintained by OFAC or otherwise prohibited under the Export Control Laws unless specifically authorized under such laws.

(d) Purchaser shall not sell, export, reexport, transfer or deliver the products supplied under this Agreement to any parties that are designated: (i) on the List of Specially Designated Nationals and Blocked Persons or other Sanctions Lists maintained by OFAC (currently published at the Internet address <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or to any entities that are owned or controlled by any of such parties, or (ii) on the Denied Persons List, Unverified List or Entity List published by the Bureau of Industry and Security within the U.S. Department of Commerce (currently published at the Internet address [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp)). Purchaser further represents that neither it nor any of its officers, directors, shareholders, principals or employees are listed on any of such lists.

(e) Purchaser agrees that the Products will not be used in nuclear products, projects or activities, the design, development, production, use or stockpiling of nuclear, chemical or biological weapons, missiles or missile delivery systems, in products or facilities which engage in activities relating to such weapons or systems, terrorist activity nor any other activities prohibited under Part 744 of the Export Administration Regulations.

(f) Purchaser represents that it shall cooperate fully with the MyJet in furnishing the MyJet with all necessary information and certificates, including end-user certificates, that it may require in order to obtain licenses, comply with export recordkeeping requirements and otherwise comply with the Export Control Laws, and further represents that to the best of its knowledge all such information and certificates shall be correct and complete.

Items listed herein are controlled by the U.S. Government and in many cases cannot be transferred (exported, sold, or given) to a foreign country, a non-U.S. Citizen/ National or a non-Permanent U.S. Resident without valid State/ Commerce Department export authorization. It is the responsibility of Purchaser to determine what the applicable requirements may be and to obtain all necessary authorizations, licenses or approvals. Purchaser hereby confirms the order for items shown on this website and agrees to the terms of sale. Purchaser certifies that all of the facts stated herein are true and correct to the best of his/her knowledge and do not know of any additional facts which

are inconsistent with the above statement. Purchaser shall promptly send a supplemental statement to MyJet, disclosing any change of facts or intentions set forth in this statement which occurs after the statement has been prepared.

**Seller:**

By: \_\_\_\_\_

Name and Title (Printed)

\_\_\_\_\_

Signature  
and Date