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## **GMDC CUSTOMER CUSTOMS & EXPORT COMPLIANCE/END USER CERTIFICATION**

To ensure compliance with all applicable export laws, rules, controls, orders and regulations, including as required and/or based upon dispatch and/or export location of any Part, and without limitation, any applicable U.S. and/or E.U. Export Control laws and regulations (collectively, "Applicable Export Rules"), Global Market Development & Consulting, Inc. ("GMDC")'s policy is to verify, to the extent reasonably possible and in good faith, the end use and end user of any product, component and part ("Part") sold to and/or repaired by any other entity ("GMDC Customer"), including without limitation, all transfers and/or licenses of technical data, software, intellectual property, confidential and/or proprietary information ("Part Data") provided in relation to transactions between GMDC and GMDC Customers. Because the Products and/or Part Data may be exported from, and used outside of the United States, GMDC Customer is asked to please confirm the following:

1. I (We) will not export or re-export any Part or Part Data directly or indirectly to a nation, country or other non-U.S. entity ("Foreign Entity"), regardless of such entity's status as a recognized sovereign or similar nation-state by any nation or global organization, if the U.S. Government and any other applicable government, based upon dispatch and/or export location, bars, suspends, sanctions or places any embargo limiting such Foreign Entity's commercial interests and/or transactions. Such sanction include, without limitation, the resale, lease or exchange of parts and other equipment acquired or otherwise received from GMDC, transact or otherwise deal with any Person that is a target or subject of any sanctions, including without limitation, any Person or entity: (i) designated on a list of sanctions targets issued by OFAC or the US Department of Commerce or US Department of State and/or subject to US blocking Sanctions; (ii) designated on any list(s) of sanctions targets maintained by the European Union or Canada; (iii) located, organized or resident in a country or territory that is the subject of comprehensive country-wide or territory-wide Sanctions and/or owned or controlled by the government of any such country or territory; and/or (iv) directly or indirectly, owned or controlled, by any Person or entity falling within (i), (ii) or (iii) above.
2. I (We) will not sell, transfer, export or re-export any Part or Part Data for use in activities related to development, production, use and/or stockpiling of arms, including without limitation, nuclear, chemical, biological, or other weapons, machinery, or artillery ("Weaponry"), nor use any Part or Part Data in any facilities engaged in activities related to Weaponry.
3. I (We) acknowledge that U.S. law prohibits the sale, transfer, export, re-export or participation in any commercial transaction involving any Part or Part Data with individuals or entities identified by the U.S. Commerce Department, including without limitation, the U.S. Department of the Treasury and its Office of Foreign Assets Control, as listed on the US Government's Table of Denial Orders, Consolidated Sanctions List, Entity List, Unverified List, List of Specially Designated Nationals or as designated by the U.S. Department of State's list of individuals barred from receiving Munitions List items. Any such U.S. governing entity or department may be referred to as the "US Government" for purposes of this Certification. GMDC Customer is obligated to ensure continued compliance with all such US Government requirements as well as any other applicable and prohibited or limited sale or transaction based upon dispatch and/or export location of any Part and/or Part Data.
4. I (We) will abide by all Applicable Export Rules for any Part or Part Data, and will obtain licenses or prior approvals as required by the U.S. or any applicable government, based upon dispatch and/or export location, prior to export or re-export of any Part or Part Data, regardless of any Part or Part Data modification.
5. I (We) will abide by and comply with any applicable requirements of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No 2024/1865. For clarity, GMDC Customer acknowledges that it is aware that, on 18th December 2023, the EU adopted a 12th package of sanctions against Russia that introduced a new provision, Article 12g, in Council Regulation (EU) No 833/2014 and on 30 June 2024 a further regulation against Belarus that introduces Art 8g of Council Regulation (EU) No 2024/1865 modifying regulation No 765/2006. Article 12g/8g requires to include a so-called "No Russia/Belarus" in contracts with third parties located in non-EU or non-EU partner countries as listed in Annex VIII of Article 12g and and Annex Vba of Art 8g) when certain categories of sensitive goods or technology (as listed in the Annexes XI,XX,XXV, XL of Article 12g and Annexes XVI, XVII, XXVIII, XXX of Art 8g) are sold, supplied, transferred or exported thereof. As such, GMDC Customer confirms that it will not re-export any goods or technology purchased under purchase order conditions

or contractual conditions to Russia/Belarus. GMDC Customer further confirms that it does not sell, export or re-export, directly or indirectly, to Russia and Belarus or for use in Russia and Belarus the item(s) supplied by GMDC under or in connection with our agreements and/or purchase orders that fall under the scope of Article 12g/8g. Consequently, GMDC Customer acknowledges that any violation of Article 12g/8g from its side shall constitute a breach of the terms and conditions between our companies and acknowledges that GMDC shall be entitled to suspend or to terminate, without incurring any liability, all transactions contemplated by the agreements and/or purchase orders; and/or to indemnification by the Defaulting Party for any losses arising out of or in connection with such breach or contravention and/or any such suspension or termination, and/or to any other remedies available under the relevant agreements and/or purchase orders or at law.

6. I (We), in my (Our) dealings with GMDC and otherwise, including without limitation the resale, lease or exchange of parts and other equipment acquired or otherwise received from GMDC will abide and comply with: (a) the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the CFPOA of Canada and any other applicable anti-corruption laws; (b) U.S. Government export control laws and regulations including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR); and (c) all trade, economic, financial sanctions or export control laws, embargoes or restrictive measures implemented, administered or enforced by (i) the United States through the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce or any other U.S. government entity, (ii) the European Union, (iii) Canada and (iv) any other applicable anti-corruption laws of any nations in which GMDC Customer is engaging in any business operations.
7. I (We) will instruct and provide and will continue to provide training to my company's officers, directors, employees, agents, and other representatives on all trade laws, sanctions and other international laws as required to ensure and maintain full compliance with all obligations in this Certification, including any future laws and/or sanctions that may apply to the sale of any GMDC parts. Further, I (We) have in place and will maintain in place such programs and safeguards to ensure that our agents and contractors, and their respective affiliates, subsidiaries, shareholders, officers, directors, members, managers employees, agents, independent contractors and/or our other representatives adhere to the requirements set forth in this Certification in connection with the activities contemplated herein.
8. I (We) will promptly report to GMDC and will cooperate fully with GMDC to investigate and remediate any violations or alleged violations of the any laws referenced or contemplated in or by this Certification. GMDC may terminate its agreement(s) or other arrangement(s) with GMDC Customer, without penalty, for any violations, potential violations or alleged violations of the any laws referenced or contemplated in or by this Certification.
9. I (We) agree to provide to GMDC or any requesting U.S., E.U. or other applicable government entity, based upon dispatch and/or export location, any additional or related Certificate of Compliance, Chain of Custody and/or Certificate of Origin documentation as may be legally required or requested by such government or GMDC to ensure, verify or otherwise review compliance with Applicable Export Rules.
10. I (We) certify that all of the information and certifications the GMDC Customer has provided to GMDC herein are accurate and complete. GMDC Customer agrees that if, after the date of this Certification, it becomes aware of any information that would cause such Certification or information to become inaccurate or incomplete, GMDC Customer will immediately furnish GMDC with a report detailing such changes in circumstances and will promptly remediate the same. Further, I (We) certify that all of the facts contained in this Certification are true and correct to the best of GMDC Customer's knowledge and it does not know of any additional facts that are inconsistent with the above statements. GMDC Customer shall promptly send a replacement statement to GMDC, disclosing any material change of facts or intentions described in this Certification that occur after this Certification that may have or will be prepared and delivered to GMDC. Compliance with this Certification is GMDC Customer's obligation in order to conduct business with GMDC.
11. I (We) agree that the export control requirements listed in Number 1-10 above shall survive the completion, early termination, cancellation or expiration of the applicable purchase order, agreement or contract between GMDC and GMDC Customer and/or related to any Part or Part Data. **This certificate applies to the GMDC Customer listed below and applies to any Part or Part Data that GMDC sends to GMDC Customer's facility or drop ships any Part or Part Data to any GMDC Customer-designated ultimate destination for one (1) year from the date signed. THIS CERTIFICATE EXPIRES DECEMBER 31, 2026.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**GMDC Customer Company Name** \_\_\_\_\_

**GMDC Customer Employee ID / TAX ID NUMBER** \_\_\_\_\_

**GMDC Customer Address** \_\_\_\_\_