PART C: ADDITIONAL CERTIFICATIONS

We hereby certify, as to ourselves and the EXIM Bank-approved Goods and Services sourced from the U.S., as follows:

1. **Countries and Shipment.** To the best of our knowledge and belief, the products were shipped from the U.S. Also to the best of our knowledge and belief, the products are for use in accordance with the terms and conditions of EXIM Bank’s Country Limitation Schedule in effect on the date of shipment. See EXIM Bank’s current Country Limitation Schedule can be found at http://www.exim.gov/tools-for-exporters/country-limitation-schedule

2. **Other Payments.** We have not and will not offer or agree to make or arrange for (directly or indirectly) any payment, discount, allowance, rebate, commission, fee or other payment in connection with the Goods and Services under the Supply Contract/Purchase Order(s) or EXIM Bank Credit/Guarantee/Insurance, in each case, without the prior written consent of EXIM Bank (a copy of which is attached) except for (a) payment of manufacturing costs or for our purchase of the Goods, (b) the regular remuneration of our regular, full-time directors, officers and employees; (c) commissions or fees, if any, to our regular sales agents, brokers or representatives, which commissions or fees are: (i) on arm’s length terms for fair market value for the services rendered, (ii) paid in the ordinary course of business, (iii) readily identifiable on our books and records as to amount, purpose and recipient; (iv) in an approximate amount or percentage customarily paid by us and by other companies in our industry for the services rendered, or to be rendered by any of our agents, brokers or representatives, in the country of the Purchaser under the Supply Contract(s)/Purchase Order(s) and (v) not intended to be used for any illicit or corrupt purpose; (d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices submitted to the guaranteed/insured lender or to EXIM Bank for its support; or (e) any letter of credit or other fees paid to commercial banks or any payments made to EXIM Bank in connection with the EXIM Bank Credit/Guarantee/Insurance.

3. **Munitions List.** Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

4. **Other Legal Compliance.** Neither we, nor any of our Principals (as defined in the Debarment Regulations identified below), have, within the past 3 years, been:

   (i) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from
participation in a Covered Transaction (as defined in the EXIM Bank and Government-wide debarment regulations, found at 2 CFR Part 3513 and 2 CFR Part 180, respectively) (collectively the “Debarment Regulations”);

(ii) formally proposed for debarment from participating in a Covered Transaction, with a final determination still pending;

(iii) indicted, convicted or had a civil judgment rendered against us for any conduct or offenses described at 2 CFR § 180.800 in the Debarment Regulations;

(iv) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or

(v) listed on any of the publically available debarment lists of the following international financial institutions: the World Bank Group; the African Development Bank; the Asian Development Bank; the European Bank for Reconstruction and Development, and the Inter-American Development Bank;

OR

we have received a written statement of exception from EXIM Bank attached to this certification, permitting acceptance of this application notwithstanding an inability to make all of the certifications in clauses (i) through (v) of this certification 4.

We have conducted and will conduct reasonable due diligence in connection with this transaction, including checking: (i) the System for Award Management (https://www.sam.gov/portal/public/SAM/) (“SAM”) to determine if any direct suppliers, subcontractors and/or vendors from whom we procure goods and services related to this transaction are excluded from U.S. Government transactions; and (ii) the Sanctions List Search tool maintained by the Office of Foreign Assets Control (“OFAC”) (https://sdnsearch.ofac.treas.gov) (“Sanctions List Search”).

We will not knowingly enter into any purchase, sale, leasing or financing agreements in connection with any EXIM Bank support with any individual or entity that is listed on the SAM or the Sanctions List Search (or is otherwise prohibited from conducting business with U.S. public and private entities pursuant to OFAC Regulations).

Neither we nor any agent or representative acting on our behalf, has or will engage in any activity in connection with this transaction that is a violation of (1) the Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, et seq.; (2) the Arms Export Control Act, 22 U.S.C. § 2751 et seq., (3) the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., (4) the Export Administration Act of 1979, 50 U.S.C. § 2401 et seq., and, (5) the regulations issued by the OFAC. We also certify that neither we nor any agent or representative acting on our behalf, has been found by a court of the United States to be in violation of any of the foregoing statutes or regulations within the preceding 12 months, and to the best of our knowledge, the performance by the parties to this transaction of their respective obligations does not violate any of the foregoing or any other applicable law.

Neither we nor any agent or representative acting on our behalf in connection with this transaction is currently under charge or has been, within the past 5 years, convicted in any court of any country, or subject to national administrative measures of any country, for bribery of public officials.

5. Changes to Certifications. With respect to this Part C, if any of the certifications made herein become untrue, we will promptly submit an amended Exporter’s Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.