

Certifications and Covenants for ST Insurance
Exporter's Certificates

The certifications and covenants below are incorporated into the Export-Import Bank of the United States ("EXIM") Exporter's Certificate as if fully and directly set forth in the Exporter's Certificate. When signing an Exporter's Certificate, the Exporter certifies that the representations made and the facts stated in both the Exporter's Certificate and these Certifications and Covenants for Exporter's Certificates are true to the best of the Exporter's knowledge and belief, and the Exporter has not misrepresented or omitted any material facts. With knowledge that EXIM will rely on the certifications and representations made in both the Exporter's Certificate and in these Certifications and Covenants for Exporter's Certificates, the Exporter agrees that it is liable to EXIM for any damages EXIM suffers as a result of its reliance. All statements and certifications to EXIM set forth in the Exporter's Certificate and in these Certifications and Covenants for Exporter's Certificates are subject to penalties for fraud and for providing false documentation, including, but not limited to, those criminal penalties provided for in Article 18 U.S.C., Section 1001.

PART C: ADDITIONAL CERTIFICATIONS

The Exporter (hereafter, "Exporter" or "we" or "us"), hereby certifies, as to the Exporter itself and the EXIM-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., and the products are for use in accordance with the terms and conditions of EXIM's Country Limitation Schedule in effect on the date of shipment. See EXIM's current Country Limitation Schedule which 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 Credit/Guarantee/Insurance, in each case, without the prior written consent of EXIM (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 for its support; or (e) any letter of credit or other fees paid to commercial banks or any payments made to EXIM in connection with the EXIM 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:
 - (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction (as defined in the Ex-Im Bank and Government- wide debarment regulations, found at 2 CFR Part 3513 and 2 CFR Part 180, respectively) (collectively the “Debarment Regulations”);
 - (b) formally proposed for debarment from participating in a Covered Transaction, with a final determination still pending;
 - (c) 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;
 - (d) 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
 - (e) listed on any of the publicly 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.

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/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** of the **Department of the Treasury, Office of Foreign Assets Control (“OFAC”)** (<https://sanctionssearch.ofac.treas.gov/>).

We will not knowingly enter into any purchase, sale, leasing or financing agreements in connection with any EXIM 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, or prohibited from participating in its role in this transactions, 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) 18 U.S. Code §201 (prohibiting bribery of public officials of the United States of America); (3) any applicable U.S. laws prohibiting

bribery of, or kickbacks to, private sector persons; (4) the **Arms Export Control Act**, 22 U.S.C. § 2751 *et seq.*; (5) the **International Emergency Economic Powers Act**, 50 U.S.C. § 1701 *et seq.*, (6) the **Export Administration Act of 1979**, 50 U.S.C. § 4801 *et seq.*; (7) the **Export Control Reform Act**, 50 U.S.C. § 4801 *et seq.*; or, (8) the regulations issued by the **OFAC**. We also certify that neither we nor any agent or representative acting on our behalf in connection with this transaction, 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, formally under investigation by public prosecutors, or has been, within the past 5 years, convicted in any court of any country, or subject to equivalent measures such as deferred prosecution agreements or non-prosecution agreements, of any country, for bribery of foreign public officials, U.S. domestic public officials, or for bribery of, or illegal kickbacks to, any private person.

Neither the Exporter, nor to the best of the Exporter's knowledge, any lender, borrower or end-user in the transaction, has, within the preceding 5 years, been convicted of an act of fraud or corruption in connection with an EXIM transaction.

5. Written Statement of Exception. If we cannot truthfully attest to all of the certifications in Paragraphs 2 and 4 above, or a prior written consent is necessary in connection with Paragraph 2 above, we have received a written statement of exception from EXIM attached to the Exporter's Certificate, permitting acceptance of the Exporter's Certificate notwithstanding an inability to make all of the certifications set forth above in Paragraphs 2 and 4 of this Part D.
6. Future 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.