

1(858) 675-7404 contact@surfaceoptics.com

Instructions for Completing End-User Statement

General Instructions

BEFORE YOUR ORDER CAN BE SHIPPED, this form must be completed and signed by a responsible principal of your company and returned to your Surface Optics Corporation point-of-contact. The form must be submitted on your company's letterhead. Information provided in the "End-User Statement" will be reviewed by Surface Optics to determine if an export license application must be submitted. Depending on the product ECCN, end-user, or intended application, an export license may be required.

Specific Instructions

| 1. | Date: | The date the form was completed and signed. | |
|-----------------------------------|--|--|--|
| 2. Purchase Order/ | | The number of the related Purchase Order or Contract. | |
| | Contract Number | | |
| 3. | Items Ordered | Product, i.e. ET10 Reflectometer | |
| 4. | Ultimate End-Use | | |
| 4a. | Application | Indicate the application of the purchased item(s). Is it for commercial or military use? Is it a repair or upgrade? If other, then indicate other and explain fully in 4c. | |
| 4b. | Product | Indicate if the purchased item(s) is a part, component/accessory, etc.: A Part is any single unassembled element which is not normally subject to disassembly without the destruction or the impairment of design use. Examples include threaded fasteners (e.g., screws, bolts, nuts, nut plates, studs, inserts), other fasteners (e.g., clips, rivets, pins), common hardware (e.g., washers, spacers, insulators, grommets, bushings), springs and wire. Component/accessory/attachment examples include lenses, command modules, and calibration panels. End-Items are complete products (e.g. 710-VP, 410-Solar Reflectometer, ET10 Measurement Head). A Coating/Paint is a thin-film deposition coating applied to a substrate provided by the ultimate end-user or a pigment manufactured by SOC that the ultimate end-user may apply independently. Measurement Data is technical information on the properties of a coating or material provided to SOC. | |
| 4c. | End-Use | Describe the specific end-use of the purchased item(s), or system(s) and platform(s) identified above. | |
| 4d. | Incorporation into higher-level system | Select if the product will be incorporated into a larger system or end-item. If the Product is a Coating/Paint, a higher-level system description is required. | |
| 4e. | Describe higher-level system | If yes in 4d describe how the product will be used in the larger system and the specific purpose of the higher-level system. Provide a copy of the higher system product brochure, if applicable. | |
| 5. | Ultimate End-User | Provide the complete name and address of the party who will use the product. | |
| 6. | Certification | Provide the name and information of the person signing the end-user statement. Electronic signature is acceptable. End User Statement may be completed by authorized Surface Optics resellers and distributors if they can certify sufficient understanding of the end-use application. | |
| End | -User Addendum | | |
| Foreign Consignee | | A foreign purchaser who will receive the shipment for storage, modification, or incorporation into another end-item, and for subsequent forwarding to the foreign end-user | |
| Foreign Intermediate Consignee | | The Party who will receive the goods for onward movement to the foreign purchaser or foreign end-user. Foreign intermediate parties involved in the transaction include freight forwarders, customs brokers, agents, or representatives. | |
| Other | | Other parties involved in the transaction. Please explain their role. | |
| | | If additional fields are needed for the foreign consignee, Foreign Intermediate Consignee, or Freight Forwarder, please include the parties in an attachment. | |
| | | The End-User Statement may be used to submit a license application for export. If a license is required, parties not listed on the End User Statement and the subsequent license application cannot be part of the transaction, and a new license would be required if a party is left off. | |
| | | If access is given to a party that was not approved on the license application, it would be a violation of U.S. export regulations. | |

End-User Statement

| 1. | Date: | | | | | | |
|-----------|------------------|-------------|--|-------------------|--------------------------|---------------------|-----------|
| 2. | Purchase Orde | er/Contra | act Number: | | | | |
| 3. | Items Ordered | | | | | | |
| 4. | Ultimate End-L | <u>Jse</u> | | | | | |
| | 4a. Application | n: Co | ommercial/Civilian | Military | Distributor's Stock | Upgrade | Repair |
| | | 0 | ther (<i>Explain in 4c</i>) | | | | |
| | 4b. Product: | Part | Component/Acces | sory/Attachment | End-Item | Measurement [| Data |
| | | Coatin | g/Paint | | | | |
| | Optics (i.e. | , the res | ailed information rega ponse should address s "for use in a laborate | s what the produc | ct(s) will be used for a | and the specific ap | |
| | | | | | | | |
| | 4d. Will the pro | oduct be | incorporated into a hi | gher-level systen | n? Yes | No | |
| | | describe | e how the purchased i e used: | tems will be used | l, if incorporating into | a system, describ | e how the |
| | | | | | | | |
| 5. 5a. | Ultimate End L | <u>Jser</u> | | | | | |

| 5b. | Company: |
|-----|---|
| 5c. | Mailing Address: |
| 5d. | Email Address: |
| 5e. | Company Website: |
| | I (We) understand that Goods provided by Seller ("Seller's Goods) are subject to U.S. export control laws and regulations, including, without limitation, the International Traffic in Arms Regulation (ITAR) (22 C.F.R. 120 et seq.) or the Export Administration Regulations, 15 C.F.R. 730-774. I (We) hereby certify that the statements contained in this document are true and correct to the best of my knowledge. I further certify that the articles purchased pursuant to the above purchase order no. will not be resold, transferred, or transshipped in any manner to any other foreign national or any foreign country without the prior written permission of the U.S. government. I (We) hereby certify that the goods will not be used for purposes connected with chemical, biological or nuclear weapons or missiles, capable of delivering such weapons, and that they will not be re-exported or otherwise resold or transferred, if it is known or suspected that it is intended or likely to be used for such purposes. I (We) understand and acknowledge that we are responsible for compliance to export regulations, including any returns for repair and/or other services. |
| 6. | Certification I certify that I am a responsible principal of my Company authorized to legally obligate my Company and that I am authorized to sign this Export End User Statement. I also certify to the best of my knowledge that all of the information contained in this document is true and correct, and I do not know of any additional facts which are inconsistent with such information. |
| | 6a. Signature |
| | 6b. Name: |
| | 6c. Title: |
| | 6d. Company: |

End-User Statement Addendum

Foreign Consignee

Please include the full name and address. The consignee is the foreign purchaser who will receive the shipment for storage, modification, or for incorporation into another end-item, and for subsequent forwarding to the foreign ultimate end-user.

| Company Name: _ | | |
|---------------------|---|------------|
| Contact Name: _ | | |
| Street Address: | | |
| <u>-</u> | | |
| _ | | |
| Role: _ | | |
| Intermediate Foreig | gn Consignee | |
| person/company who | I handle the product prior to being received by the Ultimate Consignee. The foreign intermediate consignee is will receive the goods for onward movement to the foreign purchaser or foreign end-user. Foreign intermediation include freight forwarders, customs brokers, contract service companies, agents or representatives, and | te parties |
| Company Name: _ | | |
| Contact Name: _ | | |
| Street Address: _ | | |
| _ | | |
| _ | | |
| Role: _ | | |
| Other Parties Invol | lved in the Transaction: | |
| Company Name: _ | | |
| Contact Name: _ | | |
| Street Address: | | |
| - | | |
| - | | |
| Role: | | |
| Other Parties Invol | lved in the Transaction: | |
| Company Name: _ | | |

| Contact Name: | | | |
|-----------------|--|--|--|
| Street Address: | | | |
| | | | |
| | | | |
| | | | |
| Role: | | | |