



ITAR COMPLIANCE CERTIFICATION

v.1.9

Thank you for choosing OpticsPlanet, Inc.

The U.S. Department of State's Directorate of Defense Trade Controls, the U.S. Department of Commerce's Bureau of Industry and Security, and the U.S. Department of the Treasury's Office of Foreign Assets Control administer export control regulations that affect some aspects of our business. We request that you read and familiarize yourself with the following regarding certain applicable export regulations. **Export control laws and regulations are complex. Any summaries of such laws and regulations provided by OpticsPlanet, Inc. herein are not comprehensive and are not to be taken as legal advice or counseling.**

If you should have any questions or require additional information regarding export regulations please contact the:

U.S. Department of State
Bureau of Political-Military Affairs
Directorate of Defense Trade Controls
Ph. (202) 663-1282
<http://www.pmdtc.state.gov>

U.S. Department of Commerce
Bureau of Industry and Security
Office of Exporter Services
Ph. (202) 482-4811
<http://www.bis.doc.gov>

U.S. Department of the Treasury
Office of Foreign Assets Control
Ph. (202) 622-2480
<http://www.treas.gov/offices/enforcement/ofac>

Thank you for your cooperation in helping us ensure compliance and safeguard against illegal exportation and diversion!

Export Regulations:

- Some or all of the items you, the Buyer, Reseller, Sales Agent, Party Listed in "Bill To," or Party Listed in "Ship To" of the OpticsPlanet, Inc. Invoice ("Customer"), are purchasing may be regulated by the **International Traffic in Arms Regulations (ITAR), and export is strictly prohibited without authorization or a license issued by the U.S. Department of State's Directorate of Defense Trade Controls.** By proceeding with a transaction to purchase any restricted item(s), the Customer identified below certifies that (i) the purchase does not require OpticsPlanet, Inc. to export such items; (ii) the Customer does not intend to export such items after receipt from OpticsPlanet, Inc. without the appropriate U.S. Government export authorization; (iii) the Customer does not intend to export, transfer, sell, or furnish the item to any foreign person, whether abroad or in the United States, including any Foreign Embassy in the United States without the appropriate U.S. Government export authorization; (iv) the Customer understands that a foreign person under the ITAR § 120.16 means any natural person who is not a lawful permanent resident as defined by 8 U.S.C. § 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. § 1324b(a)(3), and can mean any foreign corporation, business association, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments, and any agency or subdivisions of government (e.g. diplomatic missions).
- The Customer below (i) **certifies that the Customer is a U.S. Person as defined by ITAR § 120.15,** meaning the Customer is a lawful permanent resident of the United States, as defined by 8 U.S.C. § 1101(a)(20), or is a protected individual as defined by 8 U.S.C. § 1324b(a)(3), or is a corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States, or is a governmental (federal, state, or local) entity.
- U.S. law prohibits the sale, transfer, or export of items to certain restricted parties and destinations, as identified on lists maintained by the U.S. Department of State, the U.S. Department of Commerce, and the U.S. Department of Treasury. It is the responsibility of the Customer to be aware of these lists, which can be found at the above listed U.S. Government websites. The Customer identified below certifies that it will not knowingly engage in any unauthorized transaction involving the export of OpticsPlanet products to any restricted parties or destinations.
- If the Customer decides to export or re-export any item after receipt from OpticsPlanet, Inc., the Customer identified below acknowledges that it bears the responsibility to request and obtain all necessary licenses for the use and/or export of the subject items, and to ensure that the requirements of all applicable laws, regulations, and administrative policies are met. **The Customer understands that a violation of U.S. Government export controls may result in severe criminal and civil penalties.**

By purchasing any item from OpticsPlanet, Inc., the Customer certifies that it will comply with all requirements imposed by all applicable U.S. laws, regulations, and administrative policies.

ATTENTION CUSTOMER:

By signing below, I acknowledge, agree, and certify that:

- I have read and understand the Terms as listed above
- I am a U.S. Person as defined by ITAR § 120.15
- I understand my responsibilities as they relate to this purchase
- I will not export the item(s) or provide the item(s) to any foreign person without a license from the U.S. Department of State

CUSTOMER INFORMATION:

Full Name and Title: _____

Signature: _____

Address: _____

Date: _____

Company: _____

Order/ Reference/ Quote Number: _____

Phone: _____