COMPLIANCE CERTIFICATION

In connection with its activities and other transactions with **Killick Aerospace Limited** ("**Killick**") its affiliates, subsidiaries, shareholders, officers, directors, members, managers employees, agents, independent contractors and/or its other representatives, and in further consideration therefor, the undersigned (Company Name, Full Address), for itself and for and on behalf of its affiliates, subsidiaries, shareholders, officers, directors, members, managers employees, agents, independent contractors and/or its other representatives represents, warrants, certifies and agrees to the following:

1. The Company, in its dealings with Killick and otherwise, including without limitation the resale, lease or exchange of parts and other equipment acquired or otherwise received from Killick, will comply with all applicable laws and regulations, including all of the following as the same are applicable to the transactions and other activities engaged in with Killick:

    a. U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the CFPOA of Canada and other applicable anti-corruption laws (collectively, "**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 any of the following (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, and (iii) Canada ("**Sanctions**").

2. The Company will not, in its dealings with Killick or otherwise, including without limitation the resale, lease or exchange of parts and other equipment acquired or otherwise received from Killick, 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. The foregoing, in addition to the laws, regulations, etc. set out in paragraph 1, are hereinafter referred to as "**Trade Laws**". For purposes of this certification, "**Person**" is defined as any individual, agency, firm, association, partnership, joint venture, bank, financial institution, trust, corporation, company, limited liability company, government entity, committee, department, authority or any body or other entity, incorporated or unincorporated, whether having distinct legal personality or not.

3. The Company will instruct and provide and will continue to provide training to its officers, directors, employees, agents, and other representatives on the Trade Laws as needed to ensure full compliance with the foregoing provisions in paragraphs 1 and 2.

4. The Company has in place and will maintain in place such programs and safeguards to ensure that its agents and contractors, and their respective affiliates, subsidiaries, shareholders, officers, directors, members, managers employees, agents, independent contractors and/or its other representatives adhere to the requirements set forth in this certification in connection with the activities contemplated hereby.

5. The Company will promptly report to Killick and will cooperate fully with Killick to investigate and remediate any violations or alleged violations of the Trade Laws. The Company hereby acknowledges that Killick may terminate its agreement(s) or other arrangement(s) with the

Company, without penalty, for any violations, potential violations or alleged violations of the Trade Laws and its other obligations set forth in this Compliance Certification.

6. The Company hereby certifies that all of the information and certifications the Company has provided to Killick herein are accurate and complete. The Company agrees that if, after the date of this certification, it becomes aware of any information that would cause such certifications or information to become inaccurate or incomplete, the Company will immediately furnish Killick with a report detailing such changes in circumstances and will promptly remediate the same.

7. The Company certifies that all of the facts contained in this statement are true and correct to the best of its knowledge and it does not know of any additional facts that are inconsistent with the above statements. The Company shall promptly send a replacement statement to Killick, disclosing any material change of facts or intentions described in this statement that occur after this statement has been prepared and delivered to Killick. Compliance with this statement is the Company's material obligation in order to conduct business with Killick.

8. The undersigned is a responsible official who has personal knowledge of the information included in this certification, and has the authority to bind the Company to the terms herein.

Name of the company: ----------

Address of the company: ----------

Company stamp: ----------

By Name: ----------

Title: ----------

Signature: ----------

Date: ----------

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