## END USE COMPLIANCE CERTIFICATE

To our customers, consignees and other business partners:

As a US-based group with operations in the US, the EU, Singapore, Hong Kong, and other jurisdictions, we are requesting that you complete and sign the attached "End Use & Export Compliance Certification". This document reflects the importance we attach to adherence to export controls and sanctions laws and regulations by our customers and other partners as they relate to the products we provide. Completing and signing this document is necessary for us to be able to engage in or continue business with you.

Our products cannot be shipped or sold to, or for use in connection with, certain restricted parties, applications, and destinations. The primary export control regulations impacting Fusion and the products we provide are the U.S. Export Administration Regulations ("EAR"), administered by the U.S. Department of Commerce, as well as the export controls of the European Union, and local country legislation. More information is available from the following sites.

US Department of Commerce Bureau of Industry and Security	http://www.bis.doc.gov/					
US Department of the Treasury	http://www.treasury.gov/about/organizational-					
Office of Foreign Assets Control	structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx					
European Union	https://policy.trade.ec.europa.eu/help-exporters-and-					
	importers/exporting-dual-use-items_en					
	https://www.sanctionsmap.eu/#/main					
Netherlands	https://www.rijksoverheid.nl/onderwerpen/exportcontrole-					
	strategische-goederen					
	Centrale dienst voor in- en uitvoer (CDIU)					
6	https://www.rijksoverheid.nl/onderwerpen/internationale-sancties					



Companies with multiple locations may sign one of these forms to cover all of their global locations. In doing so, the company certifies that the information provided in this form is accurate and complete with respect to all such locations, and that they adhere to all export controls and sanctions covering the Fusion-supplied products at all such locations.

If there are any changes in the information you provide in this form, including your business activities, contact information, or the end user(s) or end use(s) of the products you receive from Fusion, we require that you notify us promptly in writing of any such changes by providing us with a new signed version of this form with the updated information.

Please return this form, completed and signed, to Fusion within 30 days of your receipt of this request. No orders can be completed prior to this. If you have any questions about this form or about other aspects of our business partner qualification process, please contact your Fusion sales representative.

We appreciate your support of this requirement and your understanding of the importance of compliance with global trade controls.

Regards.

Fusion Worldwide Export Compliance



## BUSINESS PARTNER END USE AND EXPORT COMPLIANCE CERTIFICATION

We ("Business Partner") understand that the goods, software and/or technology ("Items") that we purchase or receive from Fusion Trade Inc., dba Fusion Worldwide, or its subsidiaries ("Fusion") may be subject to export, re-export, in-country transfer, or other restrictions pursuant to U.S., EU, EU Member State, or other applicable export controls or sanctions ("Trade Controls"). Business Partner agrees to comply with all Trade Controls applicable to such Items or to Fusion. In particular:

- 1. Business Partner certifies that the Items will not, directly or indirectly, be used by, sold, exported, re-exported, or otherwise transferred to, or otherwise benefit in any way, any party designated under Trade Controls, including, but not limited to, persons or entities named on the Entity List, Unverified List, Denied Persons List, or Military End User List under the U.S. Export Administration Regulations ("EAR"), the U.S. Office of Foreign Assets Control's Specially Designated National list, Foreign Sanctions Evaders list, or Non-SDN Menu-Based Sanctions list, the Consolidated list of persons, groups and entities subject to EU financial sanctions, the EU's country-specific lists such as those included in Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, or any other list of restricted parties under Trade Controls, This also includes any party that is owned or controlled by, or acting or purporting to act at the direction of, for, or on behalf of, any of the foregoing in this paragraph, directly or indirectly.
- 2. Business Partner certifies that, except as authorized under applicable laws and regulations, the Items will not be directly or indirectly exported or re-exported, sold, supplied, transferred, diverted, or transshipped to or via any country in violation of, or in any way that would lead Fusion to violate, any United Nations, United States, European Union or any other Trade Controls applicable to Fusion or Business Partner.
- 3. Business Partner certifies that the Items will not be used in connection with or incorporated into or for the development or production of supercomputers, integrated circuits at a semiconductor fabrication facility, semiconductor manufacturing equipment, or artificial intelligence in or destined to China, Hong Kong, Macau, any U.S. embargoed country or by any company whose ultimate parent company is headquartered in any of those countries per 15 CFR 744.23 <u>oCFR :: 15 CFR 744.23.</u>
- 4. Business Partner certifies that the Items will not be used directly or indirectly in the design, development, production, stockpiling, or use of chemical, biological, nuclear, or radiological weapons, or their precursors, materials or other components, or related production facilities, or in the nuclear sector or any nuclear activities of any kind, or in missiles, rockets, space launch vehicles, or unmanned aerial vehicles, or in any space-related or spacecraft-related applications.
- Business Partner certifies that, except as authorized under applicable laws and regulations, the Items will not be used, sold, reexported or incorporated into products for use by military, police or intelligence entities, for any military end-use including incorporation into military-related items, or supporting or contributing to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military-related items, or by any party that is part of, owned or controlled by, otherwise associated with the national armed services (army, navy, marine, air force, or coast guard), national guard, national police, or government (including armed services) intelligence or reconnaissance organizations, or by any party whose actions of functions are intended to support any of the foregoing, or for use in connection with internal repression and/or the commission of serious violations of human rights or international humanitarian law. Business Partner itself certifies that its actions or functions are not intended to support any of the foregoing, whether in connection with its activity with Fusion or otherwise.
- 6. Business Partner will impose commitments on any person or entity to which Business Partner supplies, sells, exports, re-exports, or transfers, directly or indirectly, the Items, or anything produced by Customer using the Items, that are in essence identical to the commitments outlined above.

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		on	behalf	of	itself,	its	subsidiaries,	and	affiliates	in	the	following	countries:
9.	Business Partner certifies that this document is being signed (please select one):												
	Civil,	Comr	efense, Sp mercial cribe Bus		Partner's	,	⊒ ⊠ ry(ies) and busir	ness acti	vities:	·		*	
8.	Business I	Partne	er certifies	that it is	s in the fo	llowing	industries (please	select a	ll that are app	licable	for you	r business):	
				•			r owned or contro of, or owned or co			nment		gover	nment; or
7.	Business I	Partne	er certifies	that it (	please se	lect one	e):						



## **CERTIFICATION**

I certify that I am duly authorized with the full power and authority on behalf of Business Partner, named below, to provide the information herein, to sign this form, and to make and fulfill the obligations herein. I have reviewed this form, and, after appropriate inquiry, I hereby declare and certify on behalf of Business Partner that the information provided herein is accurate and complete to the best of my knowledge and belief.

Business Partner Address: 833 Le Hong Phone St, Ward 12, Dist 10, HCMC, Vietnam

Business Partner Website: www.sieuthimayohu.vn

Signature of Business Partner Representative:

Business Partner Chop or Stamp (where a variable):

Print Name & Title of Signatory (both are required): Director Mr. Vo Van Can

Date: 26 JAN 2024 Telephone Number: +84 (028) 73073776 Email Address: canvo@sieuthimaychu.vn



