



EXPORT COMPLIANCE CERTIFICATION & END-USE STATEMENT

This Export Compliance Certification and End-Use Statement ("Certification") is made for the purchase of graphics processing units (GPUs), accelerators, and related hardware, software, or technical data ("Products") manufactured by NVIDIA Corporation and supplied by xByte Technologies, Inc. ("Seller").

By signing below, the customer ("Customer") agrees to the following rules and responsibilities regarding export compliance and end use of the Products:

1. Compliance with Export Laws

- I. The Customer understands that the Products are controlled under United States export laws. This includes the Export Administration Regulations (EAR), which are rules set by the U.S. Department of Commerce that manage how items can be exported from the U.S.
- II. The Products may also be subject to U.S. economic sanctions, which are restrictions set by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that limit business with certain countries, organizations, or people.

2. Restricted Destinations

- I. The Customer promises not to export, re-export, transfer, resell, ship, or send the Products, either directly or indirectly, to:
- II. The People's Republic of China (including Hong Kong and Macau), or any other country or region under a U.S. embargo or comprehensive sanctions. (These are places where the U.S. forbids most exports. A full list can be found on the U.S. government's sanctions website.)
- III. Anyone or any business listed on U.S. government "restricted or denied party lists." These are official lists of people and companies barred from receiving U.S. exports. Examples include the BIS Entity List, Denied Persons List, and the OFAC Specially Designated Nationals (SDN) List.
- IV. Any person or group involved in activities that are illegal under U.S. export or sanctions laws.

3. Prohibited End Uses

- I. The Customer certifies that the Products will not be used for:
- II. Military, military-intelligence, or weapons of mass destruction applications (such as nuclear, missile, chemical, or biological weapons).
- III. Any purpose that is forbidden under the EAR or other U.S. laws.

4. No Unauthorized Diversion

- I. The Customer will not resell, transfer, or provide the Products to others unless all U.S. export and sanctions laws are followed. The Customer will not try to get around these laws in any way.

5. Recordkeeping & Cooperation

- I. The Customer agrees to keep clear and accurate records showing where the Products are sent and how they are used. These records should include, for example, sales invoices, shipping documents, and end-use statements.
- II. If the Seller asks, the Customer must provide these documents to show they have followed export laws. During a compliance inquiry, the Seller may request to review these records to verify proper distribution and use of the Products.

6. Notification Obligation

- I. The Customer must promptly tell the Seller if they learn about any possible violation of export or sanctions laws related to the Products.

Violating export or sanctions laws can lead to serious civil and criminal penalties. The Seller may refuse or stop shipments if there is reason to believe a violation could happen.

By signing below, the Customer confirms they have read, understand, and agree to follow all the above requirements.

Customer Legal Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Company Address: _____

Send the completed *Export Compliance Certification* to compliance@xByte.com.

