

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant MATRIX AVIATION INC	2. Registration Number 7431
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3. Primary Address of Registrant  
 5360 nw 20th terrace, ste 207A, Fort Lauderdale, FL 33309

4. Name of Foreign Principal Ministerio de Defensa Nacional del Ecuador (Ministry of National Defense of Ecuador)	5. Address of Foreign Principal Calle La Exposición S4-71 y Benigno Vela Quito ECUADOR
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6. Country/Region Represented  
 ECUADOR

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
 Ministry of National Defense of Ecuador

b) Name and title of official(s) with whom registrant engages  
 Gian Carlo Loffredo Rendon

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
07/08/2024	guillermo carabaja1	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Guillermo carabaja1
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

July 08, 2024      Guillermo Carabajal      

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant MATRIX AVIATION INC	2. Registration Number 7431
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3. Name of Foreign Principal Ministerio de Defensa Nacional del Ecuador (Ministry of National Defense of Ecuador)
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Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/31/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Matrix Aviation, Inc. and the Ministry of National Defense of Ecuador have signed an MOU outlining the terms of their cooperation. Under this agreement, Matrix Aviation will assist the Ministry in accessing new funds or expanding existing Foreign Military Finance (FMF) programs with the U.S. government and implementing the International Narcotics and Law Enforcement (INL) Ecuador Program. The MOU also establishes Matrix Aviation as the sole qualified provider for additional funds obtained through its efforts, in accordance with U.S. government regulations.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
07/08/2024	Guillermo Carabaja	Sign /s/Guillermo Carabaja
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

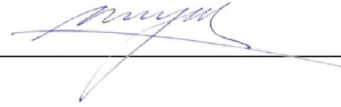
Date

Printed Name

Signature

*July 08, 2024*

*Guillermo Carabajal*




## Appendix Response to Item 9

**Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.**

Based on the MOU, Matrix Aviation, Inc. will be engaging in the following activities as an agent of the Ministry of National Defense of Ecuador:

1. Assisting the Ministry of National Defense of Ecuador in accessing new funds or expanding existing Foreign Military Finance (FMF) programs with the U.S. government, as well as implementing the International Narcotics and Law Enforcement (INL) Ecuador Program. Matrix Aviation will work to ensure that the Ministry of National Defense benefits from U.S. Military Assistance Programs, particularly in the provision of specialized equipment to combat drug trafficking, border defense, human trafficking, and other international crimes covered by the INL program.

2. Coordinating with relevant public entities in Ecuador to facilitate access to data and information required by Matrix Aviation to conduct comprehensive technical, financial, and legal evaluations. These evaluations are necessary for structuring and implementing management methodologies that allow the Ministry of National Defense of Ecuador to access new U.S. government funding programs. Matrix Aviation will provide a list of the data and information needed to carry out a comprehensive evaluation.

3. Processing the data and information provided by the Ministry of National Defense of Ecuador in a timely manner to assess the feasibility of presenting a proposal for negotiation with the Ministry. The proposal will outline the structuring and implementation of management methodologies that enable the Ministry to access new U.S. government funding programs.

4. Developing a detailed proposal for negotiation with the Ministry of National Defense of Ecuador, outlining projected investment flows, terms, conditions, and other relevant aspects, in accordance with the MOU. The proposal will be submitted to the Ministry for analysis and consideration, in compliance with Ecuadorian legal procedures and the involvement of competent public entities within the sector.

5. Upon approval of the proposal and following the negotiations, Matrix Aviation will act as the sole qualified provider (source force) for additional funds obtained through its efforts, in accordance with the terms and regulations established by the U.S. government in its assistance programs. This arrangement will not affect any existing programs, funds, or negotiations directly established between the Ecuadorian government and the U.S. government during the current or upcoming five-year term.

6. Engaging primarily in activities related to the MOU within the United States, given the nature of the agreement and the objective of securing U.S. government funding and assistance programs.

## MEMORANDO DE ENTENDIMIENTO

ENTRE

**EL MINISTERIO DE DEFENSA NACIONAL DEL ECUADOR**

Y

**MATRIX AVIATION INC.**

### ARTÍCULO I COMPARECIENTES

Comparecen a la celebración del presente Memorando de Entendimiento, por una parte, el **Ministerio de Defensa Nacional**, representado por el señor Gian Carlo Loffredo Rendón, Ministro de Defensa Nacional; a quien en adelante se le denominará **“MIDENA”** o **“EL MIDENA”**; y, por otra parte, **MATRIX AVIATION INC.**, con sede en los Estados Unidos de Norteamérica, representado por Guillermo Alejandro Carabajal, en calidad de Presidente, a quien en adelante y para efectos del presente memorando de entendimiento se le denominará **“MATRIX”**.

En forma conjunta, entendida como "las Partes" e individualmente como "la Parte".

De esta manera, las partes expresan su interés de crear un marco de acción en función del cual proceder diligentemente y desarrollar actividades mutuamente acordadas de cooperación y actuar de manera consistente con los términos establecidos en el presente Memorando de Entendimiento, en adelante, "Memorando".

Este Memorando se ejecuta bajo los siguientes términos y condiciones:

### ARTÍCULO II INFORMACIÓN GENERAL

Matrix Aviation, Inc., es una compañía constituida bajo las Leyes del Estado de Florida, Estados Unidos de América, bajo el número de corporación P04000009289, de fecha 12 de enero de 2004.

Matrix Aviation Inc., cuenta con código de DDTC Exporter Registration Statement and Fee Submission, así como su código de DDTC US Broker Registration statement and Fee Submission otorgadas ambas por Defense Trade Controls Compliance del Gobierno de los Estados Unidos, para poder dedicarse al negocio de la fabricación, exportación o importación temporal de artículos de defensa y/ o prestar servicios de defensa a estadounidense o extranjeros, contando con toda la experiencia a través de sus funcionarios de alto nivel, ejecutando de manera exitosa proyectos similares con otros gobiernos de la región de Latino América.

El Representante legal cuenta con todas las facultades necesarias para la firma del presente Memorando, en su calidad de Presidente.

Mediante oficio S/N del 29 de enero del 2024, el señor Steve Ortiz, Vicepresidente Business Development de Matrix Aviation / Trading, presentó al Ministerio de Defensa Nacional del Ecuador su propuesta para que “(...) para que el Ministerio de Defensa de la República de Ecuador se beneficie de los Programas de Asistencia Militar del gobierno de los Estados Unidos, en especial, la provisión del equipamiento especializado para combatir el narcotráfico, la defensa de las fronteras, el tráfico de humanos, entre otros delitos internacionales, cubierto por el programa denominado INL.”

Por lo que, en el grave contexto situacional de inseguridad que atraviesa el Estado ecuatoriano, las partes acuerdan suscribir el presente instrumento en aras de viabilizar mecanismos de cooperación internacional que coadyuven en la solución a la actual crisis de inseguridad.

La suscripción del presente Memorando se constituye únicamente como una declaración de voluntad para actuar con un objetivo común. En este sentido, este Memorando de entendimiento no tiene la intención de crear ningún derecho u obligación legalmente vinculante para las Partes.

De conformidad con las leyes y reglamentos vigentes de los respectivos países, las partes han alcanzado el siguiente entendimiento:

### **ARTÍCULO III OBJETO DEL MEMORANDO**

El presente memorando de entendimiento tiene por objeto fortalecer las líneas de cooperación entre **EL MIDENA** y **MATRIX**, mediante acciones coordinadas, articuladas y complementarias de respeto mutuo y diálogo para que **EL MIDENA** acceda a nuevos fondos o a ampliaciones de del Programa de Financiamiento Militar Extranjero (*Foreign Military Finance (FMF)*) con el gobierno de EE.UU., así como la implementación del Programa INL Ecuador, y para temas asociados a la lucha contra el tráfico ilícito de drogas y delincuencia organizada transnacional.

La suscripción del presente Memorando no involucra de ninguna manera los programas ya obtenidos, alcanzados o negociados por el directamente por el gobierno ecuatoriano con el gobierno de los Estados Unidos en el quinquenio en curso, ni en el que esté próximo a renovarse.

Luego de las negociaciones correspondientes, del análisis de conveniencia para los intereses nacionales e institucionales y del cumplimiento de los procedimientos previstos en la legislación ecuatoriana, se podrá plasmar en uno o varios instrumentos posteriores, las obligaciones recíprocas entre las partes, de conformidad con normativa y las modalidades contractuales establecidas en las leyes del Ecuador, y en base a las políticas establecidas por el gobierno de los Estados Unidos dentro de los programas que impulsa y que Ecuador podría ser beneficiario; cuyos términos deberán incluir los principios básicos constantes en este Memorando de Entendimiento.

Para tales efectos, ambas partes proporcionarán, intercambiarán y/o compartirán la información y documentación que sea necesaria, en el marco de sus competencias y la normativa que corresponda.

La suscripción y aceptación del presente instrumento de entendimiento, de ninguna manera confiere exclusividad a **MATRIX** para el cumplimiento del objeto detallado en el presente

artículo; por lo que, el MIDENA se reserva el derecho a realizar, por gestión directa o a través de terceros, las actividades que considere necesarias para acceder a programas de financiamiento.

Por las características del presente memorando y de su objeto, el ámbito de acción por parte de MATRIX, se desarrollará principalmente en los Estados Unidos de América.

#### **ARTÍCULO IV ÁREAS DE COOPERACIÓN**

Con el fin de lograr el alcance determinado en el Artículo previo del presente Memorando, **EL MIDENA** se compromete a ejecutar sus mejores esfuerzos, coordinando con las entidades públicas competentes, de tal manera que se viabilice el acceso a los datos y la información que **MATRIX** requiera para realizar la evaluación técnica, financiera y legal correspondiente, necesarias para la estructuración e implementación de metodologías de gestión que le permitan a **EL MIDENA** acceder a un nuevo (o ampliación de fondos) Programa de Financiamiento Militar Extranjero (*Foreign Military Finance (FMF)*) del gobierno de EE.UU., y para la correspondiente implementación del Programa INL Ecuador. **MATRIX** proporcionará un listado de los datos e información necesarios para realizar una evaluación integral.

**MATRIX** procesará los datos y la información de manera oportuna con el fin de evaluar la factibilidad de presentar una propuesta para la negociación con **EL MIDENA** para la estructuración e implementación de metodologías de gestión que le permitan a **EL MIDENA** acceder a nuevos Programas de Financiamiento del gobierno de EE.UU..

La propuesta a ser formulada por **MATRIX** deberá estar debidamente detallada en cuanto los flujos de inversión proyectados, plazos, condiciones y demás, conforme el presente documento. Una vez realizada la propuesta por parte de **MATRIX**, las negociaciones referidas en el numeral anterior se llevarán a cabo a través de formas o canales legales apropiados, de conformidad con el ordenamiento jurídico del Ecuador, involucrando a la o las entidades públicas competentes dentro del sector.

**EL MIDENA** analizará la conveniencia, o no, y el cumplimiento de los procedimientos establecidos en la legislación ecuatoriana, con el fin de posteriormente suscribir el instrumento jurídico correspondiente, de ser el caso.

#### **ARTÍCULO V CONFIDENCIALIDAD Y EXCLUSIVIDAD**

Las Partes se asegurarán que los datos y la información que se proporcionen o compartan mutuamente en virtud de este Memorandum de Entendimiento no se transfieran ni se suministren a una tercera Parte sin el consentimiento previo por escrito de los Partes y deberá sujetarse a sus legislaciones nacionales; y se debe usar únicamente para cumplir sus respectivas intenciones bajo este Memorando.

**EL MIDENA** velará por el cumplimiento de la normativa ecuatoriana respecto al manejo, conservación o difusión de toda aquella información que se encuentre o a futuro se califique y clasifique como reservada o secreta, por lo tanto se reserva el derecho, de compartir información que pueda involucrar a la seguridad nacional del país.



## **ARTÍCULO VI COSTOS Y GASTOS**

Este Memorandum de Entendimiento no impone ninguna obligación financiera a las Partes.

En el caso de requerir algún financiamiento, este se definirá con la suscripción de los instrumentos legales que se deriven del presente Memorando. De existir la necesidad de contar con erogaciones por parte del MIDENA, previamente se deberá contar con la respectiva certificación presupuestaria.

La realización por parte de **MATRIX** de la evaluación técnica, financiera y legal respecto de las necesidades en materia de seguridad del estado ecuatoriano, necesarias para la estructuración e implementación de metodologías de gestión que le permitan a **EL MIDENA** acceder a nuevos fondos o una ampliación del *Foreign Military Finance (FMF)* del gobierno de EE.UU., así como para la implementación del Programa INL Ecuador, no están sujetas a remuneración alguna por parte de **EL MIDENA**; sin embargo, una vez que los programas sean aprobados o ampliados producto de la gestión de **MATRIX**, esta se convertirá en el proveedor único (*source force*), calificado, sobre estos montos adicionales, de acuerdo con los términos y regulaciones establecidos por el gobierno de los EE.UU., en sus programas de asistencia

## **ARTÍCULO VII PLAZO**

El presente instrumento entrará en vigencia a partir de la fecha de su suscripción del Memorando y tendrá una duración de un año.

Cualquiera de los Participantes puede terminar este Memorando en cualquier momento mediante una notificación por escrito al otro Participante. Se espera que la terminación entrará en vigencia treinta (30) días después de la recepción de la notificación de terminación. Los Participantes pueden enmendar este Memorando por escrito y por acuerdo mutuo.

## **ARTÍCULO VIII SOLUCIÓN DE CONTROVERSIAS**

Cualquier disputa o controversia relacionada con este Memorando, deberá ser resuelta a través de la negociación directa, en aplicación de los principios de buena fe, entre las Partes. Si las Partes no pudieran alcanzar un acuerdo que solucione las controversias, este Instrumento se entenderá como terminado automáticamente y ninguna de las Partes tendrá derecho para llevar la disputa a cualquier tribunal arbitral o corte de justicia, con excepción de aquellas referentes a la confidencialidad de la información.

## **ARTÍCULO IX NOTIFICACIONES**

Toda notificación relativa a este documento deberá realizarse por escrito, en las siguientes direcciones:

**Por parte de EL MIDENA**

Dirección: CALLE LA EXPOSICIÓN S4-71 Y BENIGNO VELA

Teléfono: 593-2-298-3200

Correo electrónico: dinternacionales@midena.gob.ec

**Por parte de MATRIX**

Dirección: 5360 NW, 20 TH TRE STE 207 A, FT LAUDERDALE FL.

Teléfono: 305-215-5400

Correo electrónico: gc@gonatrixav.com

**ARTÍCULO X  
ACEPTACIÓN**

Este Memorando tiene efecto en la fecha de la última firma de los participantes, y seguirá teniendo efecto a menos que cualquiera de los Participantes notifique sobre su deseo de terminar el Memorando como se describe en el Artículo VII anterior. Sin embargo, la interrupción de este Memorando no afectará necesariamente la implementación de los programas y proyectos que están en curso en el momento de la suspensión, por lo que estos proyectos pueden continuar de acuerdo con los plazos establecidos, a menos que las Partes acuerden lo contrario.

Hecho en la ciudad de Quito, el 31 de enero de 2024, en dos (2) ejemplares originales, en idioma español.



Firmado electrónicamente por:  
GIAN CARLO LOFFREDO  
RENDON

Gian Carlo Loffredo Rendón  
**MINISTRO DE DEFENSA NACIONAL  
DE LA REPÚBLICA DEL ECUADOR**

**DocuSigned by:**

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Guillermo Alejandro Carabajal  
**PRESIDENTE  
MATRIX AVIATION, INC.**