

Protect

TERMS AND CONDITIONS OF PURCHASE

A wooden gavel is positioned diagonally on the left side of the page. To its right is a circular stamp with a dark brown, textured surface. The text 'July 2022' is printed in white on the stamp, enclosed in large, light blue square brackets.

**[July]
2022**

AIRBUS

GENERAL TERMS AND CONDITIONS OF PURCHASE

The present General Terms & Conditions of Purchase (hereinafter the "GTCP") apply to all services provided to:

>> the company Airbus Protect Limited, a company incorporated in England and Wales whose registered office is at Quadrant House, Celtic Springs, Coedkemew, Newport, NP10 8FZ (company number 07541925).

(hereinafter "**Airbus Protect**" or the "**Purchaser**"),

by

>> any Supplier or Service Supplier,

(hereinafter the "**Supplier**").

Airbus Protect and the Supplier shall be jointly referred to as the "**Parties**".

The services may consist of the supply of Products, Software, Goods and the provision of Services of any kind by the Supplier.

The Products, Goods, Software and Services shall hereinafter be collectively referred to as the "**Services**".

The Service Supplier agrees to the application of these GTCP to any Agreement entered into with Airbus Protect relating to the Services, to the exclusion of any other terms or conditions that may have been proposed by the Service Supplier and not expressly accepted by Airbus Protect.

The communication of such terms or conditions, in particular within the framework of the General Terms and Conditions of Sale, by the Service Supplier, shall never imply in itself such an acceptance on the part of Airbus Protect, even on an implicit basis, which acceptance may only result from a specific agreement signed by a duly authorised legal representative of Airbus Protect.

In case of contradiction between the present GTC and the Supplier's General Terms and Conditions of Sale, and provided that the latter have been expressly accepted by Airbus Protect, the present GTCP shall prevail.

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2. DEFINITIONS

In these terms and conditions (hereinafter "Conditions") and in all documents related to this Order:

"Data" means all designs, drawings, and specifications, proprietary information, trade secrets and other Intellectual Property.

"Personal Data" means any information relating to an identified or identifiable natural person an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in GDPR).

"General Data Protection Regulation" or **"GDPR"** means the European Union regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.

"Intellectual Property" means technical information and data of all kinds, whether subject to statutory protection or not, including but not limited to inventions, drawings, designs, computer software (source and object code), technical data package, test results, manufacturing information, know how and trade secrets or other confidential or proprietary information.

"Intellectual Property Rights" means patents, patent applications, registered and unregistered designs, copyright, trade marks and other forms of statutory protection conferring rights in industrial or intellectual property, as well as rights arising as a result of the application of the laws of confidentiality or contracts, where appropriate, to trade secrets and unpublished know-how.

"Order" means this purchase order and any amendment thereto including these Conditions, duly signed on behalf of the Purchaser.

"Public Official" means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; any official, employee or agent of any public international organization; and any spouse or close family member related thereto.

"Specification" means the technical requirement and/or description of the Supplies and/or the Supplier's proprietary specification defined in the Order.

3. APPLICATION

- 3.1. These Conditions are an integral part of the Order and shall apply except to the extent that they may be inconsistent with any special conditions agreed to appear on the face of or otherwise incorporated in the Order, which shall have precedence over these Conditions. This Order shall constitute the entire agreement between the parties and shall supersede all previous communications or representations between the parties including any standard selling conditions issued by the Supplier. This Order shall not be varied except with the written consent of the Purchaser.

4. ORDER ACCEPTANCE

- 4.1. The Supplier shall confirm its acceptance of the Order to the Purchaser by signing a copy of the Order and returning it to the Purchaser, within 14 working days of the date of the Order or such other period as the Purchaser may agree in writing. Failure to do so will give the Purchaser the right to cancel the Order without incurring any liability.

5. DELIVERY

- 5.1. Delivery shall be strictly in accordance with the Order and at the Supplier's risk and expense. The Purchaser shall have the option to terminate the Order wholly or in part without liability where delivery is not made on the date specified, without prejudice to any other right or remedy which the Purchaser may have.
- 5.2. The Parties acknowledge that unauthorised delay in the delivery of the Supplies may cause loss to the Purchaser. Subject to Paragraph 4.1. above, in the event of the Supplier's failure to deliver the Supplies or any part thereof in accordance with the Order, the Purchaser may, without prejudice to any rights of termination available to the Purchaser, recover from the Supplier

as agreed liquidated damages a sum equal to one percent (1%) of the Order value of the Supplies for each week or part of a week after the delivery date stated in the Order that the Supplies remain undelivered or until such time as the Purchaser exercises his/her right of termination under Paragraph 11.2. This total sum of such liquidated damages shall not exceed twelve percent (12%) of the Order value of the Supplies.

- 5.3. The Supplier shall not be liable for delays in delivery due to causes which the Supplier can show are beyond his reasonable control, unavoidable by exercise of reasonable commercial judgement and without the Supplier's fault or negligence, provided that it was not possible for the Supplier to establish work-around plans and the Supplier promptly notifies the Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. If any such delay exceeds 28 days from the Purchaser's receipt of this notification, the Purchaser may cancel the Order without liability except in respect of Supplies delivered to the Purchaser prior to such cancellation. The Purchaser may suspend the performance of the Order or acceptance of deliveries in whole or in part during or after complete or partial stoppage of work at the Purchaser's premises by reason of factors outside the Purchaser's reasonable control including but not limited to acts of God, governmental actions, war or national emergency, acts of terrorism, fire, flood, protests, strikes lockouts or other labour disputes (whether or not relating to either party's workforce).
- 5.4. Where the Purchaser agrees in writing to accept delivery by instalments the Order shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Purchaser at its option to treat the whole Order as repudiated.
- 5.5. If the Supplies are delivered to the Purchaser in excess of the quantities ordered the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

6. PACKAGING AND DOCUMENTATION

- 6.1. All Supplies must be properly and securely packed so as to be adequately protected against deterioration or damage in transit.
- 6.2. The reference number of the Order shall be quoted on all packaging, documents and correspondence including Advice Notes, Invoices and required Certificates.
- 6.3. If the Supplier requires the Purchaser to return any packaging material or containers to the Supplier that fact must be clearly stated on any delivery note delivered to the Purchaser and any such packaging material or containers shall only be returned to the Supplier at the cost and risk of the Supplier.

7. QUALITY PROCEDURES AND ACCESS

- 7.1. The Supplies shall be subject to quality assurance conditions identified on the face of the Order.
- 7.2. All Supplies must be identified with the appropriate part and issue number and any necessary process treatments must be carried out unless stated otherwise in the Order.
- 7.3. The Purchaser's representatives and the representatives of any other organisation on the authority of the Purchaser shall be allowed to visit the Supplier's premises and those of its permitted sub-Suppliers and shall be afforded all necessary facilities at any reasonable time to:
 - a. check the progress and quality of the Supplies.
 - b. witness manufacture, work in progress, or any test or investigation being carried out,
 - c. audit all quality control systems and documents, pertinent to the Order
 - d. ensure its compliance with all applicable laws in particular anti-corruption laws and regulations and
 - e. any other activity in pursuance of the terms of the Order.

In the event of an audit or inspection under this Condition 6.3, the Supplier undertakes to assist and fully cooperate with the internal and external auditors of the Purchaser. Each Party shall bear its own internal and external costs in relation to any audit, except if the results of the audit identify any breach by the Supplier of its obligations under the Order, in which case the Purchaser reserves the right to charge the Supplier with administrative, handling or other costs incurred and time spent by the Purchaser in carrying out any such audit or inspection.

- 7.4. Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Supplies and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Order.

- 7.5. If any of the Supplies fail to comply with the provisions set out in Condition 6 the Purchaser shall be entitled to avail itself of any one or more remedies listed in Condition 16.

8. ADVICE AND RELEASE CERTIFICATES

- 8.1. The Supplier shall send Advice Note(s) and such Certificate(s) of Conformity or such other document as may be required by the terms of the Order on the day of despatch of each consignment. One copy of the Certificate of Conformity or such other document as may be required shall accompany each consignment and a further copy shall be sent by post to the receiving department.
- 8.2. If the Supplier is a stockist, he shall provide copies of the original manufacturer's Certificate of Conformity or such other document as may be required together with test figures, heat treatment particulars and any other necessary information where applicable.

9. TITLE

- 9.1. Unless otherwise agreed to in writing, title in the Supplies shall pass to the Purchaser upon delivery (including offloading) at the Purchaser's premises, or such other designated delivery point detailed in the Order, provided that where advance or progress payments are made title but not risk shall pass to the Purchaser as soon as items are allocated to the Order. All items so allocated shall be adequately marked and recorded as being the property of the Purchaser

10. PRICE

- 10.1. Where prices have been agreed they shall be fixed and firm exclusive of VAT but inclusive of all other taxes, imposts, fees and duties; no alteration may be made to the price without the consent of the Purchaser in writing. Where prices are still to be agreed at the time the Order is placed, quotations shall be submitted by the Supplier and confirming amendments to the Order shall be issued by the Purchaser before invoices are rendered.
- 10.2. No charge shall be made for packing, insurance or delivery unless otherwise agreed and any such charge shall be separately detailed in the invoice.

11. INVOICES

- 11.1. The Supplier shall invoice the Purchaser for the Supplies and shall submit an invoice to the Purchaser at the address shown in the Order after the despatch of Supplies. Each invoice shall quote the Order number, part and drawing numbers, description, quantities and weights of the Supplies.
- 11.2. All invoices shall state the price for the Supplies exclusive of Value Added Tax and show the amount of VAT (if any) separately.
- 11.3. Payment shall be made by the Purchaser to the Supplier within thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10th) day of the next calendar month (30EOM10). Should the payment day fall on a Saturday, Sunday or a bank holiday then the payment shall be made the preceding business day. The Purchaser shall not be liable for any delay in payment resulting from the improper or incorrect submission of invoices.
- 11.4. Payments shall be made by electronic bank transfer to the Supplier's bank account, as notified to the Purchase pursuant to the terms of the relevant Order, provided that the invoice received from the Supplier is valid, accurate and due. The Purchaser will make payments only for those Supplies, which have been delivered / performed in accordance with the terms of the Order. The Supplier shall use its best endeavours to issue invoices at the time of delivery of the Supplies.
- 11.5. In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute.
- 11.6. If any amount due to the Supplier remains unpaid after the date on which it is payable (the Due Date), the Supplier shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such a sum, both before and after any judgment, at a rate of four percent (4%) per annum above the base rate for the time being of the Bank of England. The parties agree that the interest provided for in this Condition is a substantial remedy for the late payment of the Supplier.

12. TERMINATION

12.1. For default

In the event of a breach of any of the provisions of this Order or if the Purchaser reasonably believes that such breach is likely to occur, the Purchaser may give the Supplier notice of the breach. If the breach is capable of being remedied the Supplier shall rectify

it within thirty (30) days of receipt of notice. If the Supplier does not rectify the breach, or if the breach is not capable of remedy, then the Purchaser may give notice to suspend or terminate the Order in whole or in part without incurring liability in respect thereof. The Supplier shall indemnify the Purchaser from and against any costs resulting from the termination or suspension of the Order.

12.2. For Insolvency

If the Supplier becomes insolvent or has a receiver or administrator appointed of its business or is compulsorily or voluntarily wound up or if the Purchaser reasonably believes that any such events may occur then the Purchaser shall have the right without prejudice to any other remedy to suspend the performance of or terminate the Order without incurring liability.

12.3. For Convenience

The Order may be terminated by the Purchaser at any time in whole or part by delivery to the Supplier of a notice of termination. In the event of such notice being given, the Supplier shall stop work forthwith and comply with any directions with regard to the Supplies that may be given by the Purchaser. The Supplier shall submit an account to the Purchaser at the address given in the Order within one (1) month from the effective date of termination in the form prescribed by the Purchaser.

The Purchaser undertakes to pay a fair and reasonable price for all authorised work done and unique materials purchased up to the time of termination. Such payments made, taken together with any sums paid or due or becoming due to the Supplier under the Order shall not exceed the total price of the Supplies under the Order.

- 12.4. Termination of the Order for any reason shall not prejudice any rights or remedies which may have accrued to both party and both parties shall use all reasonable endeavours to mitigate their losses upon such termination.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. All Intellectual Property generated from or arising as a result of the work undertaken by the Supplier for the purpose of the Order shall vest in and be the absolute property of the Purchaser who reserves the right to protect the same by securing appropriate Intellectual Property Rights therein which Intellectual Property Rights shall vest in and be the absolute property of the Purchaser.
- 13.2. The Supplier hereby warrants that the Supplies and the intended use thereof do not infringe any third party Intellectual Property Rights whatsoever existing or pending at the date of the Order and hereby agrees to fully indemnify the Purchaser and the Purchaser's customers and/or users of the Supplies against any liability, damages or expenses whatsoever which may be incurred by or on behalf of the Purchaser and the Purchaser's customers and/or users of the Supplies as a result of any infringement or alleged infringement of any Intellectual Property rights belonging to third parties.

14. INDEMNITY AND INSURANCE

- 14.1. The Supplier agrees to indemnify the Purchaser against any and all claims, costs, damages, liabilities and expenses in respect of personal injury, death or loss of or damage to property and associated pecuniary loss (including all legal costs and penalties) caused by or resulting from the negligent acts or omissions of the Supplier, his sub-Suppliers, agents or suppliers in the performance of the Order, and/or from defective workmanship quality or materials in the Supplies and any and all claims arising out of an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Supplies.
- 14.2. Where the Supplier is required to carry out work of any kind on the premises of the Purchaser or on such premises as the Order so directs, the Supplier shall effect public liability insurance of not less than £5,000,000 per event and procure that any sub-Supplier to the Supplier effects similar insurance in respect of loss or damage to property or death or injury to persons resulting from or during the execution of the Order. Should such insurance policy cover a liability in excess of £5,000,000 then the Purchaser shall have the benefit of the full extent of the cover available.

15. SUPPLIER'S DOCUMENTATION

- 15.1. The Supplier will promptly provide the Purchaser with all present and future instructions relating to the use, disposal and storage of Supplies and in particular draw attention to any dangers, hazards or restrictions currently known or arising in the future, associated with the supplies.

16. SUB-CONTRACTS BY THE Supplier

16.1. No work on the Order may be sub-contracted by the Supplier (except as is customary in the trade) nor shall the Order be assigned or otherwise transferred by the Supplier without the prior written consent of the Purchaser. All sub-contracts shall be the responsibility of the Supplier.

17. WARRANTY

17.1. The Supplier warrants that the Supplies conform to the quantity, quality and Specification stated in the Order, that they shall be fit for the purpose for which they are required, that they shall be of best quality, material and workmanship and subject to subparagraph (iv) are free from design or any other defect whether actual or latent. If any Supplies upon delivery or acceptance or within 24 months thereafter (or such other period as may be agreed) do not conform to the Specification or the required standards of design, material, workmanship or quality or which are not of new manufacture or which are not in accordance with the samples approved by the Purchaser (hereinafter call "Defect") then the Purchaser shall be entitled at its discretion and without prejudice to any other remedy to exercise one or more of the following rights:

- a. Rescind the Order.
- b. Reject the Supplies in whole or in part and require the Supplier to credit the Purchaser with the cost thereof.
- c. Give the Supplier the opportunity, at the Supplier's risk and expense to promptly remedy the defect in the Supplies or to replace the defective Supplies.
- d. Claim such damages (including all the Purchaser's reasonable expenses and additional costs) incurred in connection with such Defect.
- e. Refuse to accept any further deliveries of Supplies from the Supplier without incurring any liability,
- f. Carry out at the Supplier's expense any work necessary to make the Supplies compliant with the Order and any Specifications.

17.2. Any and all warranties and service guarantees attaching to the Supplies shall be for the benefit of and enforceable by the Purchaser and for the benefit of and enforceable by the Purchaser's customers and/or users of the Supplies. The Purchaser's inspection, approval, acceptance, use of or the payment by the Purchaser for all or any part of the Supplies shall not affect any such warranty rights whether or not a breach of warranty had become evident at the time.

17.3. The Supplier shall not warrant a detailed design where such detailed design is provided by the Purchaser.

17.4. The Purchaser's rights under these Conditions are in addition to any statutory conditions which may be implied by law in favour of the Purchaser.

18. CHANGES

18.1. The Purchaser may amend the Order by notice in writing and the Supplier shall introduce such amendment without delay. Within 14 days after receipt of notification of any change, the Supplier shall submit a statement to the Purchaser in such detail as the Purchaser may reasonably require of the effect of such change. The Purchaser and the Supplier shall agree upon any adjustment to the Order.

19. FREE ISSUE

19.1. All Data, tools, patterns, materials and other equipment loaned by the Purchaser to the Supplier for use in connection with the Order shall be and will remain at all times the property of the Purchaser and be surrendered to the Purchaser upon demand in good and serviceable condition (fair wear and tear excepted) and are to be used by the Supplier solely for the purpose of completing the Order. Such supplies shall be at the risk of the Supplier and insured by the Supplier at the Supplier's own expense. The Purchaser does not warrant the adequacy of any tooling, Data, patterns, materials and other equipment it has furnished.

19.2. The Purchaser shall accept no liability for any parts or materials received by the Supplier from the Purchaser in a damaged state under or in connection with the Order unless such damage is notified in writing to the Purchaser within five days of the receipt by the Supplier of such parts or materials.

19.3. All scrap arising from material issued by the Purchaser shall remain the property of the Purchaser and must be disposed of by the Supplier in accordance with the instructions of the Purchaser and any relevant statutory regulations and all proceeds of sales of such scrap must be credited by the Supplier to the Purchaser,

such instructions shall not however replace any statutory duty otherwise imposed on the Supplier.

20. CONFIDENTIALITY AND SECURITY

20.1. The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Purchaser or its agents and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-Suppliers as need to know the same for the purpose of discharging the Supplier's obligations to the Purchaser and shall ensure that such employees, agents or sub-Suppliers are subject to like obligations of confidentiality as bind the Supplier.

20.2. Where indicated within the Order that the Order is subject to UK national or other security restrictions, the Supplier shall comply with such restrictions.

20.3. Where required by the Purchaser, the Supplier shall give appropriate and agreed publicity to the award of the Order and will participate in other agreed related publicity initiatives. Unless expressly agreed, the Supplier shall not make use of the Purchaser's name, logos, or trademarks, or any information contained in the Order or related documents without prior agreement.

21. NOTICES

21.1. All notices and communications shall be in writing.

21.2. Any notice or other communications sent to the Supplier shall be sufficient if sent to an address notified to the Purchaser for the purpose.

21.3. Notices or other communications sent by the Supplier to the Purchaser shall be sent to the address given for the Purchaser on the face of the Order for the attention of the person indicated on the face of the Order.

22. WAIVER

22.1. Any failure, delay, relaxation or concession by either of the parties in the exercise of its rights to insist upon the performance of any of the obligations or to exercise any rights hereunder, shall not be construed as a waiver or relinquishment of the future exercise of any such rights and the obligations of the Parties shall continue in full force and effect.

23. COMPLIANCE WITH LAWS AND REGULATION

23.1. The Supplier, warrants, represents and undertakes on an ongoing basis that it shall, and will procure that its executives, employees, agents and subSuppliers and any individuals or companies that may be involved in the execution and/or the performance of the Order shall comply with any and all governmental statutes laws, rules and regulations, including but not limited:

- a. to export control requirements,
- b. to environmental laws and regulations,
- c. to the GDPR and
- d. all local and international anti-corruption laws applicable to the performance of its obligations and activities under the Order.

23.2. The Supplier agrees to comply with the Airbus Protect provisions contained in the Schedule 1 – Supplier's Code of Conduct and the Schedule 2 – Corpus Data Protection of the present General Terms and Conditions of Purchase.

23.3. The Supplier shall observe Airbus Protect Provisions on Employee Protection, Environment and Hazardous Material as visible on the Airbus Group webpage <https://www.airbus.com/be-an-airbus-supplier.html>.

On request, the Purchaser shall provide the Supplier with a printed copy of these provisions in the English language.

23.4. If the Supplier does not comply with its obligations under this Condition 22 and under the Schedule 1 and 2, in particular with regards to the anticorruption provisions, the Purchaser then reserves the right to terminate the Order pursuant to Condition 11.1.

24. INTERPRETATION AND SEVERANCE

24.1. Condition headings are for convenience only and shall not govern the interpretation of these Conditions.

24.2. In the event that any term, condition, provision, clause or phrase of the Order shall be nullified or made void by any statute,

regulation or order or by the decision or order of any Court have jurisdiction, the remaining terms, conditions and provisions of the Order shall remain in full force and effect.

25. APPLICABLE LAW

- 25.1. These Conditions shall be governed by, construed, and shall take effect in accordance with the Laws of England and Wales.
- 25.2. In the event of any dispute arising between the parties in connection with the Order and these Conditions, the parties shall attempt to resolve such dispute in good faith without recourse to legal proceedings. This Condition shall in no way waive any rights and/or remedies that the parties may have under these Conditions and/or under law or equity.
- 25.3. If the parties are unable to resolve such dispute within twenty one (21) calendar days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within twenty one (21) calendar days of the written request to do so.
- 25.4. If the dispute is not resolved as a result of a meeting of the senior representatives of the parties pursuant to the above Condition, or if no meeting of the senior representatives occurs within the prescribed time periods, either party may request that the dispute be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one arbitrator appointed in accordance with the ICC Rules. The seat of the proceedings shall be London, England and they will be conducted in the English language.
- 25.5. The arbitrator's determination is to be conclusive and binding on the parties.
- 25.6. The parties agree that these provisions do not preclude either party from seeking interim relief in the courts, including not limited to an injunction to prevent breach, or further breach, of these Conditions.

26. THIRD PARTY RIGHTS

- 26.1. No term of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party

SCHEDULE 1

SUPPLIER' CODE OF CONDUCT

At Airbus Protect, corporate responsibility is a key element of our purchasing policy. Airbus Protect is committed to promoting its core values of human rights, labor, environment and anti-corruption. Thus, Airbus Protect is committed to ensuring the highest standards of responsibility in all its activities. This code of conduct expresses the minimum ethical standards to be applied by the Supplier

Airbus Protect implements this Model Code of Conduct in its entirety and therefore expects its Suppliers to comply with all applicable laws and regulations in the countries in which they operate or in which operations are managed or services are provided. Regardless of the location of Suppliers, all activities must be conducted in a manner consistent with this Supplier Code of Conduct. Suppliers are also required to cascade these principles through their own supply chain.

This Supplier Code of Conduct encourages them to go beyond legal compliance, based on current and recognized international standards, to advance social and environmental responsibility and business ethics.

SUMMARY OF THE SUPPLIER' CODE OF CONDUCT:

1. [GENERAL PROVISIONS](#)
2. [HUMAN RIGHTS](#)
3. [EMPLOYMENT PRACTICES](#)
4. [ANTI-CORRUPTION](#)
5. [CONFLICT OF INTEREST](#)
6. [MAINTAIN ACCURATE RECORD](#)
7. [ENVIRONMENT, HEALTH AND SAFETY](#)
8. [GLOBAL TRADE COMPLIANCE](#)
9. [ETHICS PROGRAM EXPECTATIONS](#)

1. GENERAL PROVISIONS

- 1.1. The Supplier agrees to (i) incorporate the provisions of this Code of Conduct in any Purchase Order, Agreement and/or Contract of any type, binding it to any person or entity to which it should pay all or part of the financial consideration as a result of its involvement in the Purchase Order and (ii) instruct persons and entities involved in this Purchase Order not to commit bribery and/or not to tolerate acts of bribery, whether proven or not.
- 1.2. If either Party fails to take the necessary corrective action, or if such corrective action is not possible, the other Party may, at its option, either suspend or terminate the Order, provided that all amounts contractually due at the time of suspension or termination of the Order shall remain due and payable to the extent permitted by applicable law.

2. HUMAN RIGHTS

- 2.1. In general, Supplier is committed to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture, in accordance with the relevant International Labour Organization (ILO) conventions.
- 2.2. Supplier must ensure that illegal child labour is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the minimum working ages defined by the International Labour Organization (ILO).
- 2.3. Supplier must adhere to regulations prohibiting human trafficking, and comply with all applicable local laws in the country or countries in which they operate. Supplier must refrain from violating the rights of others and address any adverse human rights impacts of their operations.
- 2.4. Who shall be in compliance with the applicable international conventions and the provisions of the French Labour Code as interpreted and applied by the French courts. In particular, the Supplier shall refrain from employing minors for the performance of the Services, except in the case of an express exemption permitted by the French Labour Code. It also guarantees that its employees and agents enjoy decent working conditions.

3. EMPLOYMENT PRACTICES

3.1. HARASSMENT

- 3.1.1. Supplier is expected to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

3.2. NON-DISCRIMINATION

- 3.2.1. Supplier is expected to provide equal employment opportunity to employees and applicants for employment without discrimination.

3.3. WAGE AND BENEFITS

- 3.3.1. Supplier must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure should not be permitted.

3.4. SOCIAL DIALOGUE

- 3.4.1. Supplier must respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Supplier is also expected to recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

4. ANTI-CORRUPTION

4.1. DEFINITIONS

- 4.1.1. For the purposes of this clause, the following definitions shall apply:

« **Anti-Corruption Laws** » means any laws, regulations or agreements relating to the fight against corruption, of national or foreign public officials, private corruption or against influence peddling, including in particular: the law of December 9, 2016 relating to transparency, the fight against corruption and the modernization of economic life known as "Sapin 2", the American antibribery law: the "Foreign Corrupt Practices Act" of 1977, the British antibribery law "UK Bribery Act" of 2010, as well as all the laws applicable to the present Contract.

« **Acts of bribery** » means any practice, including but not limited to bribery influence peddling, extortion, solicitation, and laundering of the proceeds thereof.

« **Bribery** » is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.

« **Trading in Influence** » is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person. « **Extortion** » or « **Solicitation** » is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. « **Laundering the proceeds of the Corrupt Practices mentioned above** » is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

« **Public Official** » means, at the international, national or local level, (i) any elected official, civil servant, agent, representative, employee exercising public functions or acting on behalf of a public body or, more generally, any person considered as such by the organization that employs him or her, or (ii) any political party or member of a political party or candidate for political office, or (iii) any officer, employee or director of a company or any other entity wholly or partly owned or controlled by a State. « **Controlling Authority** » means any governmental, judicial, supervisory or regulatory entity responsible for combating corruption.

4.2. ANTI-CORRUPTION LAWS

- 4.2.1. Supplier shall comply with all applicable anti-corruption laws, guidelines and regulations in the countries in which it operates.
- 4.2.2. Supplier is required to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where

such activity may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety.

- 4.2.3. Supplier are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, and the hiring of intermediaries such as agents or consultants.
- 4.2.4. Each Party undertakes that, as of the date of entry of the Order, It, its director, officers or employees have not offered, promised, given, authorized, solicited or accepted any improper pecuniary or other advantage of any kind (or implied that they will or may do any such thing at any time in the future) in connection with the Order and has taken reasonable steps to prevent subSuppliers, agents or any other third party, subject to its control or controlling influence, from doing so.
- 4.2.5. Each Party agrees that at all times during the performance of the Order and at its expiration, it will comply with Anti-Corruption Laws and take reasonable steps to ensure that its agents, subSuppliers or other third parties under its control or influence do not directly or indirectly commit any Bribery or Corruption with respect to a Public Official or agent of either Party.

- 4.2.6. Each Party agrees to inform the other Party within a reasonable time of the necessary corrective measures to be implemented, if as a result of the exercise of an audit right under the Order, as a result of an inspection by a Supervisory Authority, or otherwise, it provides evidence that the other Party has engaged in material or repeated violations of the provisions of the anticorruption laws.

4.3. ILLEGAL PAYMENTS

- 4.3.1. Supplier must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited.
- 4.3.2. This probation applies even in locations where such activity may not violate local law.

4.4. FRAUD AND DECEPTION

- 4.4.1. Supplier must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the company, a customer or any third party, and any kind of misappropriation of property.

4.5. COMPETITION AND ANTI-TRUST

- 4.5.1. Supplier shall not fix prices or rig bids with their competitors. It must not exchange current, recent, or future pricing information with competitors.
- 4.5.2. Supplier shall refrain from participating in a cartel.

4.6. GIFTS/BUSINESS COURTESIES

- 4.6.1. Supplier is expected to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage.
- 4.6.2. In any business relationship, Supplier shall ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices.

4.7. INSIDER TRADING

- 4.7.1. Supplier and its personnel shall not use any material or non-publicly disclosed information obtained in the course of their business relationship with Airbus Protect as the basis for trading or for enabling others to trade in the stock or securities of any company.

5. CONFLICT OF INTEREST

- 5.1. Supplier shall avoid any conflict of interest or situations giving the appearance of a potential conflict of interest.
- 5.2. Supplier is expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Airbus Protect and personal interests or those of close relatives, friends or associates.

6. MAINTAIN ACCURATE RECORDS

- 6.1. Supplier is expected to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it.
- 6.2. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

7. ENVIRONMENT, HEALTH AND SAFETY

- 7.1. Supplier is expected to establish an appropriate management system for Environment, Health and Safety.
- 7.2. Supplier is further expected to operate in a manner that actively manage risk, conserves natural resources and protects the environment in the communities within which they operate.
- 7.3. Supplier should protect the health, safety, and the welfare of their employees, Suppliers, visitors and others who may be affected by their activities.
- 7.4. Finally, Supplier shall comply with all applicable environmental, health and workplace safety laws and regulations.

8. GLOBAL TRADE COMPLIANCE

8.1. IMPORT

- 8.2. Supplier must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

8.3. EXPORT

- 8.4. Supplier must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. Supplier shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.
- 8.5. Supplier agrees to comply with the Export Control provisions set forth in Annex 2 "Corpus Data Protection".

8.6. COUNTERFEIT PARTS

- 8.7. Supplier must develop, implement, and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. In addition, suppliers shall provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.
- 8.8. In addition, Supplier shall notify consignees of counterfeit products were warranted, and exclude them from the delivered product.

9. ETHICS PROGRAM EXPECTATIONS

9.1. WHISTLEBLOWER PROTECTION

- 9.2. Supplier is expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation.
- 9.3. Supplier is also expected to take action to prevent, detect, and correct any retaliatory actions.

9.4. CONSEQUENCES FOR VIOLATING THE CODE

- 9.5. In the event that the expectations of this Code are not met, the business relationship may be reviewed and corrective action pursued subject to the terms of the related procurement contract(s).

9.6. ETHICS POLICIES

- 9.7. Commensurate with the size and nature of their business, suppliers are expected to establish management systems to support compliance with laws and regulations, as well as the expectations expressed within this Code of Conduct.
- 9.8. Supplier is encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services.

- 9.9. Airbus Protect expects its Suppliers to maintain effective programs to encourage their employees to make ethical, values-driven choices in their business dealings – beyond compliance with laws, regulations and contact requirements.

SCHEDULE 2

CORPUS DATA PROTECTION

The purpose of this Data Protection Corpus is to impose a line of conduct on the Supplier regarding the use and security of Airbus Protect Information.

Indeed, Airbus Protect implements all means to protect its Information, including all types of data (technical, financial personal, controlled...), whether it is the property of Airbus Protect or a third party. Therefore, Airbus Protect imposes strict obligations on its Suppliers, particularly in terms of Security and Export Control in order to maintain a good level of compliance and protection. In order to maintain this level, which is an integral part of our brand image, Airbus Protect strives to structure and deploy appropriate internal processes for continuous improvement.

In view of these considerations which are elements dear to our structure, Airbus Protect counts on the Supplier to impose on itself at least the same level of compliance and protections, by respecting the requirements and obligations listed in this Schedule. In addition, beyond the regulatory and contractual stipulations, Airbus Protect hopes that the Supplier will impose additional measures on itself to better protect Airbus Protect Information, given the very sensitive context of our activities and the importance of privacy and cybersecurity.

Aware of the importance of its requirements and obligations, Airbus Protect will however be at the Supplier's side to bring its support and its help in the deployment of this good level of compliance and protection which is expected.

SUMMARY:

1. [DEFINITION](#)
2. [GENERAL PROVISIONS](#)
3. [SECURITY](#)
4. [EXPORT CONTROL](#)

1. DEFINITIONS

Assets: includes, but are not limited to, Information, documents and data, any Information system (hardware and software) or physical products.

Components: includes software applications, manufacturing equipment with integrated IT facilities, industrial control and building management systems.

Corpus of Annex: includes all the documents put in place as part of this documentation package, including all annexes.

Environment: includes all media that can be hosted, process Airbus Protect Information, including but not limited to: systems, networks, infrastructure, IT, equipment, IoT, IdO, Software, application, storage media and all possible infrastructure (e.g. servers, emails gateways, etc.)

Equipment: includes any kind of equipment or component of any kind.

SubSupplier of the Supplier: IdO, or IdO/cloud outsourcing, facilities management and similar service Suppliers with access to Airbus Protect Information.

Force majeure: any type of event that may impact the Environment and/or Airbus Protect Information. These types of events include, but are not limited to, physical damage, electrical outages, fire, and natural disasters.

Information: all the Data composing the Airbus Protect Environment.

Incidents: the term includes, but is not limited to, lost or stolen equipment, malfunctions, power loss, overloads, user/IT staff, technical service or IT errors, access violations, malware and hacking. These incidents include, but are not limited to: theft of equipment storing Airbus Protect Information, breach of Airbus Protect data from Supplier's systems, compromise of systems connected to Airbus Protect.

Unreliable networks: Test Environments, partner networks.

Environmental Risks: in case of earthquake, flood, extreme weather conditions. **Service/Activities:** means the activities performed under the service contracted between the parties. **Technologies (The):** export controlled goods (any item or service subject to control under one or more export control laws) and/or technical data (information necessary for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification, or other terms specified in export control regulations, of an item subject to export control)

2. GENERAL PROVISIONS

2.1. ASSUMPTION OF RESPONSIBILITIES

- 2.1.1. The Supplier undertakes to work in a professional manner and to apply in good faith the requirements contained in the Data

Protection Corpus, as well as those contained in the regulations applicable to it.

- 2.1.2. As such, Supplier is responsible for its daily operational activities on Airbus Protect' systems and Information.
- 2.1.3. The Supplier agrees that safeguards and compliance measures shall be implemented prior to or during the performance of the Service.
- 2.1.4. The Airbus Protect undertakes to provide, without delay, all documents and/or evidence mentioned in the Corpus when requested by Airbus Protect and this throughout the Service.
- 2.1.5. The Supplier shall provide Information and cooperate with Airbus Protect in response to any subpoena, investigation or other request for Information about Airbus Protect.

2.2. DATA RESTITUTION

- 2.2.1. Supplier shall provide Airbus Protect with a termination plan that outlines how Airbus Protect Information will be returned upon the end of the Service, including how backup and archival operations will be performed, and how all Airbus Protect Information will be permanently removed from Supplier' s Environment.
- 2.2.2. The Supplier shall ensure the protection of the Information and the Airbus Protect' Environment, during the Service as well as after its expiration when necessary.

3. SECURITY

3.1. ACCESS, UTILIZATION AND MODIFICATION OF SYSTEMS

- 3.1.1. Supplier may only access, use, modify and/or delete any aspect of the Airbus Protect System(s) or Information to the extent authorized by Airbus Protect.
- 3.1.2. Airbus Protect shall protect the Environment from loss, destruction, tampering, corruption, unauthorized access, and unauthorized dissemination of all Airbus Protect Information accessed, used or processed by Supplier. Therefore, Supplier shall no attempt to circumvent, modify or disable any of the security mechanisms of the Airbus Protect Environment. This protection continues even after the end of the contract.
- 3.1.3. Prior to establishing any data exchange or system or network connectivity, Supplier shall provide Airbus Protect with all current information and documentation. This documentation package is necessary to allow an assessment of Supplier' security level.

3.2. SECURITY POLICIES AND PROCEDURES

- 3.2.1. Supplier shall establish and maintain an Information System Security Policy (ISSP) and shall develop a comprehensive set of standards and operating procedures based on the ISSP.
- 3.2.2. As such, Supplier shall construct this package taking into account all applicable national and international safety standards.

3.3. SAFETY ORGANIZATION

- 3.3.1. The Supplier has appointed a Systems and Information Security Manager with overall responsibility for security and risk issues.
- 3.3.2. Supplier has designated personnel responsible for the management and security of its information systems and shall inform Airbus Protect without delay of any change in such personnel. The Supplier undertakes that any replacement personnel shall have a level of competence equivalent to the personnel initially designated as well as the necessary accreditations.

3.4. HUMANS RESSOURCES AND SECURITY

3.4.1. EMPLOYEE VERIFICATION AND ASSIGNMENT

- 3.4.1.1. Supplier shall ensure that the personnel within its organization, having access to the Environment and to Airbus Protect Information, are qualified and properly trained.
- 3.4.1.2. Supplier has implemented systematic personnel screening processes to verify the identity and background of its personnel. Supplier shall provide Airbus Protect upon request with information relating to the security screening of its personnel.
- 3.4.1.3. In the event Supplier is involved in work subject to government regulations or other confidential projects and to the extent permitted by law and regulations. Airbus Protect reserves the right to request information on security checks, nationality, or to impose governmental accreditations to work on certain Airbus Protect sites or projects.
- 3.4.1.4. If a security concern related to a Supplier's employee is identified, Airbus Protect may notify Supplier of its disapproval of that employee's assignment to work for Airbus Protect. In such

event, Supplier shall take all necessary steps to ensure that such employee does not have access to Airbus Protect Information.

3.4.2. AWARENESS AND TRAINING

3.4.2.1. Supplier shall ensure that all employees and Supplier/SUBSupplierS who have access to Airbus Protect information and data are made aware of the confidential nature of such information and the obligations contained in this Annex through appropriate training and awareness activities.

3.4.2.2. Supplier warrants that its officers, employees, agents and any individual or company that may be involved in the performance and/or completion of the Service(s) are trained and/or made aware of security. In particular, by developing and distributing the complete and approved information security policy and user guidelines.

3.5. ASSET MANAGEMENT

3.5.1. CLASSIFICATION OF INFORMATION

3.5.1.1. Supplier shall consider Information transferred between Supplier and Airbus Protect, and stored by Supplier, to be classified as "Confidential" and secure it as directed by Airbus Protect.

3.5.2. EQUIPMENTS

3.5.2.1. Supplier shall maintain a list of authorized computer equipment that is used to access, transfer, process and/or store Airbus Protect Information. Upon request, Supplier shall provide Airbus Protect with a list of all such systems and devices where Airbus Protect Information is stored or processed.

3.5.2.2. In any event, Supplier shall not store Airbus Protect Information on mobile devices unless they are encrypted by high-performance products/standards.

3.6. ACCESS CONTROL

3.6.1. SECURITY OF ACCESS

3.6.1.1. Supplier shall properly identify and record connections with the Airbus Protect Environment.

3.6.1.2. Supplier shall maintain a logical network diagram that includes external connections and specifically details connections to Airbus Protect Information.

3.6.2. ACCESS AND AUTHORIZATION MANAGEMENT

3.6.2.1. Access methods and controls – Supplier shall use only authorized access methods and controls as provided or required by Airbus Protect or agreed upon by the Parties prior to execution of the Agreement.

3.6.2.2. Creation of accounts – Supplier shall ensure that: users of the Environment and computing devices have a unique personal identification number. There shall be no shared/group IDs in use; administrators have separate accounts for high-privilege activities and normal-use jobs that do not require elevated privileges to prevent the downloading and execution of malicious code; accounts are configured on a « least privilege » basis; service accounts have clear ownership and are managed in a secure manner.

3.6.2.3. Authorization management – Supplier shall maintain a current list of user and administrator permissions on its organization's systems. Supplier shall ensure that the process of requesting and authorizing users for access rights to its own systems and Airbus Protect' systems is traceable and meets the need-to-know principle.

3.6.2.4. Revocation of rights – Supplier shall promptly revoke the access rights of any Supplier user who no longer has a need to access the Environment and/or Airbus Protect information.

3.6.2.5. Annual certification – Supplier shall certify at least annually that its users are legitimate and authorized as agreed upon by the Parties.

3.6.2.6. Supplier shall disclose the list of system users to its point of contact at Airbus Protect upon request.

3.6.3. ACCESS SECURITY MANAGEMENT

3.6.3.1. Management of logs – Supplier shall ensure that accesses to the Environment and to Airbus Protect' Information as well as operations/activities, performed on this Environment and on this Information, are recorded in computer logs to the extent permitted by laws and regulations. In parallel, the Supplier takes appropriate measures to ensure that all activities on the logs cannot be repudiated. These logs are kept, at a minimum, for a rolling period of 12 months. Airbus Protect may ask the service

Suppliers for a longer retention period due to more restrictive traceability requirements.

3.6.3.2. Privileged account monitoring – Supplier shall ensure that users with elevated access rights are monitored for anomalous activity, in addition to logging their access for the Airbus Protect Environment and use of their privileges.

3.6.3.3. Protection against unauthorized access – Supplier shall ensure that the Environment on which Airbus Protect Information is stored or processed, or from which the Airbus Protect' Environment is accessed, is protected from unauthorized access.

3.6.3.4. Passwords – Supplier shall ensure that all accesses to the Environment and to Airbus Protect' Information are controlled by the use of strong passwords and corresponding identifiers (in compliance with the recommendations of the ANSSI¹).

3.7. ISOLATION OF INFORMATION AND ACCESS TO THIRD PARTIES

3.7.1. Supplier shall segregate Airbus Protect Information from its own information and that of customers other than Airbus Protect so that only authorized personnel can access Airbus Protect' Information. Supplier shall not use the same physical work areas, computer systems, or application facilities for Airbus Protect and Supplier's non-Airbus Protect entities without consulting Airbus Protect.

3.7.2. Supplier shall not provide access to Airbus Protect' Information or systems to any other entity without Airbus Protect' prior written consent.

3.8. CRYPTOGRAPHY

3.8.1. Supplier shall use cryptographic tools that are compatible with the tools/procedures used by Airbus Protect to ensure the confidentiality, integrity and non-repudiation of transferred and/or stored data as requested by Airbus Protect. Where applicable law restricts the use of cryptography, Supplier shall evaluate and agree with Airbus Protect on other appropriate information protection mechanisms on a case-by-case basis.

3.8.2. For projects/programs subject to defense, government, NATO, or OCCAR classification, Supplier will use the same cryptographic tools as Airbus Protect for compliance and interoperability purposes.

3.9. PHYSICAL AND ENVIRONMENTAL SECURITY

3.9.1. PHYSICAL ACCESS

3.9.1.1. Supplier shall ensure that access to its buildings, offices and computer facilities is controlled and limited. Supplier shall further restrict access to specific areas: areas hosting IT infrastructure, such as server or network rooms; areas where users with elevated access privileges work; areas with a high level of confidentiality for Airbus Protect (subject to a specific agreement).

3.9.2. LOCATION

3.9.2.1. Supplier shall ensure that the most critical equipment is installed in a location where environmental risks are reduced. Appropriate environmental controls shall be deployed to mitigate any potential physical damage.

3.10. SECURITY OF OPERATIONS

3.10.1.1. Supplier shall implement appropriate loss prevention mechanisms to prevent unauthorized disclosure of the Information as well as alteration of the Information affecting its availability and/or integrity. In consequence, Supplier shall ensure that: Formal change control procedures are established to ensure that any changes made to the Environment will not impact Airbus Protect' data. Except as otherwise provided in this Agreement, the Supplier shall obtain specific approval from Airbus Protect prior to implementing any changes involving and/or impacting the Environment or Airbus Protect' Information where confidentiality, availability and/or integrity may be affected; regular backups of the Airbus Protect' Environment and Information are made, ensuring that these backups are: stored away from active systems, physically protected with a level at least equal to that of the active systems, and, regularly testing the restoration of the backups; the equipment making up the Environment is covered by a manufacturer's warranty, or by a support within the organization, thus guaranteeing the availability of the Environment and Airbus Protect' Information ; critical patches shall be applied to systems as recommended by Software Service Suppliers, and only after being tested by Supplier for compatibility with its facilities.

¹ National Agency for the Security of Information Systems

3.10.1.2. In addition, Supplier shall use all available techniques and means, including any necessary advanced technology, to prevent unwanted malicious code intrusions on the Airbus Protect Environment.

3.10.1.3. Furthermore, Supplier shall ensure that the templates/signatures for anti-intrusion and/or anti-virus mechanisms are regularly updated on all devices, including mobile devices.

3.11. COMMUNICATIONS

3.11.1. Supplier shall comply with Airbus Protect' data exchange and connectivity standards and procedures, unless otherwise agreed to in writing by Airbus Protect, and agrees to work cooperatively with Airbus Protect to implement secure data exchanges and transfers.

3.11.2. If Airbus Protect' data is transferred over data networks not under the direct control of Supplier, it will take all appropriate measures to ensure both the confidentiality and integrity of the data in transition.

3.11.3. Supplier shall ensure that data traffic to and from the Internet or other untrusted networks is limited using robust security mechanisms and monitored for anomalous behavior, such as through the use of proxies and gateways.

3.11.4. Supplier shall also prevent users from circumventing these control mechanisms by implementing all necessary technical measures, including but not limited to blocking tunnels to other proxies, which use webmail or .personal cloud services to share commercial data or to download unauthorized material.

3.11.5. Supplier shall only use equipment that has been approved by Airbus Protect to connect to the Airbus Protect Environment.

3.11.6. Equipment installed on Airbus Protect' network can be monitored and corrected by Airbus Protect (including anti-malware updates). Supplier's own equipment not meeting this requirement may only be connected on Airbus Protect' isolated networks.

3.12. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

3.12.1. The Supplier shall ensure that its products that contain components are developed using a structured and approved system development methodology that ensures that information security requirements are considered part of an overall process, and therefore defined, documented, adhered to using safe coding rules, and verified in the test and acceptance phase.

3.12.2. If Supplier is to be installed or connected to the Airbus Protect Environment, Supplier shall ensure that its products delivered to Airbus Protect can be integrated into the network security processes. Supplier shall ensure that the remote maintenance and support of its Airbus Protect delivered products are in compliance with Airbus Protect' remote connection standards.

3.12.3. When Supplier is required to connect its own equipment and components to any of its Airbus Protect manufacturing products or are integrated with an Airbus Protect product for configuration, software/data loading, testing or trouble shooting in Airbus Protect manufacturing, delivery or maintenance environments, CONTRACTOR shall ensure that such equipment and components: are dedicated and limited to this type of activity and that their use is subject to formal procedures; are not connected to any network other than the product's internal network while the Airbus Protect product is running; are authentic, intact and free of malware, this also includes any removable media connected to the equipment.

3.13. MANAGEMENT OF INFORMATION SECURITY INCIDENTS

3.13.1. Supplier shall perform continuous monitoring of systems and networks using intrusion detection and prevention systems as well as recording security events.

3.13.2. Supplier shall identify and resolve security weaknesses and incidents, minimize their impact and reduce the risk of similar incidents occurring. In the event of a proven security incident or one that may affect Airbus Protect' Environment or Information, Supplier shall promptly upon detection:

- a. Investigate and report the incident to Airbus Protect
- b. Provide all necessary information to Airbus Protect regarding such security incident;
- c. Take any action to remedy detected security incidents and inform Airbus Protect of the actions taken as the incident is resolved.

3.13.3. If Airbus Protect detects any security incident in its systems originating from Supplier, Airbus Protect shall immediately notify Supplier and reserves the right to temporarily discontinue or restrict connectivity with Supplier.

3.14. BUSINESS CONTINUITY IN INFORMATION SECURITY

3.14.1. The Supplier shall have a business continuity program in place to maintain/restore the Environment in the event of a major failure or force majeure. The business continuity program shall include, at a minimum, but not limited to, a management framework, business continuity plans, maintenance, review and testing activities, and disaster recovery and recovery.

3.14.2. Management Framework - Supplier shall have appropriate mechanisms and processes, and defined roles and responsibilities to ensure business process continuity and avoid major disruptions. These mechanisms and processes shall incorporate risk identification and assessment, mitigation strategies, maintaining availability of business services, processes and products through awareness, reviews and testing.

3.14.3. Business continuity plans - Supplier shall document and train its employees on its business continuity plans to ensure that the business continues to operate at an efficient level in the event of a major incident.

3.14.4. Maintenance, examination and testing – Supplier shall be able to demonstrate regular review, maintenance and testing of plans through exercises.

3.14.5. Business resumption and disaster recovery – Supplier shall produce a disaster recovery plan for its Airbus Protect – related business and the internal systems and processes that depend on it. This plan shall cover the detailed planning and actions to be taken during and after an incident so that business operations can be resumed in a normal state.

4. EXPORT CONTROL

4.1. GENERAL REQUIREMENTS

4.1.1. Parties agree to comply with the laws and regulations of the United States, the European Union and any other country relating to export controls, sanctions and embargoes (hereinafter referred to as the "Applicable Regulations") and acknowledge that any detour contrary to such Regulations is prohibited.

4.1.2. Parties agree in the event and to the extent that the Order or any extension of the scope of the Services would involve exports of Controlled Technologies, to enter into a prior discussion in order to establish a specific Agreement to be annexed to these General Terms and Conditions of Purchase and to ensure the compliance of the Service it.

4.1.3. Where all or part of the Technologies are subject to Applicable Regulations, prior to the effective commencement of operations and prior to any transfer of technologies by any means whatsoever the parties shall:

- a. Identify the Regulation applicable to the Technology(ies) (hereafter, the "Classification");
- b. Notify the other Party in writing of all Classifications and restrictions associated with the Technology(ies), including nationality restrictions;
- c. Ensure the accurate identification, tracking and secure storage of all Technologies;
- d. Obtain any necessary license or authorization for the export, reexport, transfer, delivery and use of the Technology(s) as specified by Airbus Protect (hereinafter, the "Export Authorization"), in a timely manner to ensure that the Goods/Services/Works can be provided under the Order, and at no cost to Airbus Protect;
- e. Verify the nationality(ies) of the persons to whom the Technologies, are to be transferred, including hypothetical or potential access, are eligible, and document such verification.

4.1.4. Parties agree for the duration of the Order and shall:

- a. Notify immediately in writing of any change in Classification or any change in Benefits that may result in a change in Classification;
- b. Take all necessary steps to ensure the compliance of the Service, including but not limited to: obtaining the necessary Export Authorizations, etc.

4.1.5. In addition, to these requests made beforehand, the Service Supplier must provide Airbus Protect:

- a. Declarations, certifications and any other documents that may serve as evidence required by the Applicable Regulations, and upon request;
- b. The application for export authorization and any amendments thereto, for review by Airbus Protect prior to submission to the appropriate export control authority;

- c. A copy of all Export Authorizations, including a copy of all conditions and limitations imposed by the export control authority that relate to the performance of the Agreement and/or Airbus Protect' obligations;
- d. In writing with the delivery, in whatever form, for each individual Service: (1) Applicable Regulations and Classification, (2) Reference to and copy of applicable export permits, to be provided with the delivery order, (3) packing slip, (4) commercial invoice and/or on any document/file acquired for the Item(s)/Service(s)/Work;
- e. Information about its employees or subSuppliers so that Airbus Protect can authorize access to any export controlled information.

4.2. SANCTIONS

- 4.2.1. Supplier declares that, as of the date of execution of the Contract, it is not subject to any sanctions under export regulations.
- 4.2.2. Supplier shall immediately notify Airbus Protect in writing if, during the term of the Agreement, it becomes subject to any sanctions, investigation, claim, action or proceeding under the Export Regulations.

SCHEDULE 3

ACCEPTANCE OF THE GENERAL CONDITIONS OF PURCHASE OF AIRBUS PROTECT

BY :

The Company:

.....
.....

Having its registered office at:

.....
.....
.....

Registered with the:

.....
.....

Under the number :

.....
.....

Represented for the purposes hereof by

.....
.....

Title

.....
.....

**Hereinafter referred to as: "The Supplier" declares that it accepts
the General Conditions of Purchase of Airbus Protect**

Location :

Date :

**Signature & stamp
(of the Supplier)**