General Conditions for services procurement

These General Conditions for services procurement, which include the Appendices referenced herein and attached hereto (hereinafter referred to as the "Agreement"), apply to the procurement of Services and Deliverables (as defined here below) by **GE Avio S.r.l.**, a limited liability company with a sole quotaholder, incorporated under the laws of Italy, registered office in Rivalta di Torino (TO), Via I Maggio no. 99, paid-in capital €40.000.000,00 fully paid, registration number on the Torino company register, tax code number and VAT number 10898340012, REA of Torino no. 1170622, management and coordination: General Electric Company (hereinafter referred to as the "Purchaser").

Purchaser and the Supplier as identified at the end of this document, are referred to herein individually as a "Party" and collectively as the "Parties".

A. Scope of Agreement

(1) This Agreement sets forth the terms under which Supplier agrees to provide Purchaser with Services and Deliverables, as defined below.

The term "Services" means any and all services provided by Supplier to Purchaser as set forth in this Agreement, including SoWs (as defined below) and Purchaser Purchase Orders ("POs") issued hereunder.

The term "Deliverables" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that Supplier (including any "Supplier Personnel" as defined in Section 2.2 below) creates, prepares or delivers to Purchaser, or otherwise produces, conceives, makes, proposes or develops, as a result of this Agreement and one or more SoWs.

Each individual services assignment under this Agreement shall be set forth in a statement of work in the form attached hereto as Appendix A (hereinafter referred to as the "Statement of Work" or "SoW").

(2) Notwithstanding anything to the contrary, it is the express understanding of the Parties that (i) Supplier's relationship with Purchaser is not exclusive; (ii) Purchaser has no obligation to enter into any SoW with Supplier and nothing herein shall be construed to be a minimum commitment to Supplier; and (iii) any Purchaser obligation to purchase anything from Supplier is limited to those Services and Deliverables expressly set forth in a SoW that has been duly executed by authorized representatives of both Parties, or in a PO.

B. Statements of Work

(1) The terms of a SoW, together with any exhibits referenced herein or therein, shall define the scope of Services for a particular assignment under this Agreement.

Each SoW shall specify, at minimum, (i) the project objectives, (ii) the Services to be performed; (iii) the Deliverables (if any), (iv) the Parties' respective Project Managers and Supplier's Coordinator/Contact person (if any), (v) Purchaser's responsibilities (if any), (vi) any and all Supplier pre-existing intellectual property (if any); (vii) the amount, schedule and method of compensation to be paid to Supplier by Purchaser; and (viii) the term of the SoW, if different from the term of this Agreement.

Parties' respective Project Managers shall: (a) engage in all communications regarding the Services and/or Deliverables; (b) arrange and attend any necessary meetings; (c) supervise and manage Supplier's performance of Services and/or transfer of Deliverables; (d) ensure that each Party's responsibilities have been met on a timely basis; and (e) jointly approve any changes to the Services and/or Deliverables to be made in response to Change Orders. Either Party may change its designated Project Managers at any time upon written notice to the other Party's Project Managers.

The direction, control and coordination of Supplier Personnel who, under this Agreement, might (if necessary) be required to operate, in a fixed or at least periodically, at Purchaser's premises is assigned to a Supplier's Coordinator/Contact person. Furthermore, the Supplier Coordinator/Contact person is the only representative of the Supplier entitled to interface with the Purchaser for any coordination activities might occur.

The SoW, exhibits, detailed instructions, and task descriptions agreed to in writing by the Parties' respective Project Managers collectively constitute the "Specifications" for the Services to be performed by Supplier under that SoW.

(2) Each SoW will be separately executed, and when so executed, is hereby incorporated by reference and becomes a part of this Agreement. The terms of any SoW contrary to the terms of this Agreement shall supersede the terms of the Agreement to the extent that the SoW specify the article of this Agreement that the SoW is amending and if the SoW is executed by authorized representatives of both Parties. Such amendment will be applied only to that specific SoW. Each SoW, together with the terms of this Agreement, shall constitute and be construed as a separate agreement. Supplier shall not commence performance of any Services under this Agreement or any SoW hereunder until it has received a PO from Purchaser referencing this Agreement and the applicable SoW, and no Purchaser financial obligation will arise absent a PO.

(3) Should Purchaser desire a change in the scope of the Specifications, a written request for changes may be made in writing and delivered to the Supplier's Project Manager. Both Parties' Project Managers shall review the proposed change and decide to conduct further investigation or reject it. The investigation shall determine the effect that the implementation of the change shall have on the Specifications and other terms of the affected SoW. Upon completion of the review, any changes in Specifications or other terms shall be documented in writing and signed by the Parties' respective Project Managers. If, despite diligent and good faith negotiations, the Parties fail to agree on the character or effect of a change to the Specifications, then at Purchaser's option (a) Supplier will continue performing the services under the applicable SoW without changes to the Specifications, or (b) Supplier, immediately upon written notice from Purchaser, will cease performing the Services and Supplier will receive payment for Purchaser-accepted Services performed up to the time of such notice from Purchaser in accordance with the terms of this Agreement and the affected SoW.
(4) Notwithstanding anything to the contrary, all of Supplier's Services and Deliverables will be subject to review and written acceptance by the applicable Purchaser Project Manager based on the requirements of this Agreement, as well as the applicable SoW and Specifications, and no payment will be due before such acceptance, which will not be unreasonably withheld. Supplier will correct all deficiencies found during such review at no charge to Purchaser. Any claims that Purchaser may have under this Agreement will survive such review, acceptance and payment.

1. Term & Termination

1.1 The term of this Agreement shall be defined in the PO, unless terminated earlier in accordance with this Section 1.

The term of this Agreement may be extended subject to a written document signed by both Parties. The above term and any such extension terms, if any, are collectively referred to herein as the "Term". Notwithstanding the foregoing, the terms of this Agreement shall continue to apply with respect to any outstanding SoW until such SoW is completed or terminated as set forth below.

1.2 For the entire duration of the Agreement, and also after its expiration, the Parties will cooperate in order to respect the article 29 subparagraph 3 of Law Decree No. 276 of September 10, 2003 as amended or supplemented, and any other applicable provisions according to national collective agreements.

1.3 This Agreement or any SoW(s) (even partially) may be terminated as follows:

(a) without cause with thirty (30) calendar days' prior written notice to Supplier by Purchaser; or

(b) with cause in the event a Party breaches any material obligations hereunder, which breach has not been cured within thirty (30) calendar days after receipt of written notice of such breach by the non-breaching Party or within such additional cure period as the non-breaching Party may authorize in writing (provided, however, that the non-breaching Party may terminate immediately upon the breaching Party's receipt of written notice from the non-breaching Party to the extent the breach is incapable of cure); or

(c) effective immediately, in the event the other Party (i) makes a general assignment for the benefit of its creditors, (ii) is subject to the appointment of a trustee or receiver or similar officer of the court for any of its property, or (iii) files or have filed against it a petition under the bankruptcy or insolvency laws to the fullest extent permitted by the governing law; or

(d) effectively immediately by Purchaser if (i) Supplier suffers a material adverse change in its financial conditions that affects its ability to fulfill any of its obligations under this Agreement, or (ii) there is a change of control with respect to Supplier. A "change of control" means (a) the sale of all or substantially all of the assets of Supplier; (b) any merger, consolidation or acquisition of Supplier with, by or into another corporation, entity or person; or (c) any change in the ownership of more than fifty percent (50%) of the ownership interest, including, but not limited to, the voting capital stock, in Supplier in one or more transactions.

1.4 In the event that Purchaser terminates this Agreement or a SoW in accordance with Section 1.3(a), Purchaser's sole liability, and Supplier's exclusive remedy shall be limited to those undisputed and unpaid Fees due under the applicable SoW for Services and Deliverables provided to and accepted by Purchaser up to the effective date of said termination.

1.5 Upon termination or expiration of this Agreement or SoW (whichever is applicable), (a) Supplier will immediately cease all use of Purchaser Confidential Information, and shall deliver to Purchaser all items containing, embodying, relating to or comprising Purchaser Confidential Information, as well as all Deliverables regardless of completion (Supplier shall not retain copies, in whole or in part, of any of the foregoing); (b) any payments that may have been made by Purchaser to Supplier in advance, which are in excess of amounts due Supplier after the effective date of termination in accordance with this Section 1 (if any), will be refunded to Purchaser within thirty (30) days following the effective date of termination or expiration (whichever is applicable); (c) any property, including Purchaser's Physical Property as defined in Section 5.5 below, that was provided by Purchaser to Supplier without obligation of payment by Supplier will be immediately returned to the Purchaser Project Manager in the same condition that such property was received (less normal wear and tear) by no later than the effective date of such termination or expiration (whichever is

applicable); and (d) Supplier shall promptly provide any undelivered work in progress and/or Deliverables to Purchaser. Termination will not prejudice either Party or affect either Party's right to require performance of any obligation due at the time of termination. It is acknowledged by both Parties that the rights and obligations of the Parties set forth herein which by their nature would continue beyond the termination or expiration of this Agreement shall survive any termination or expiration, including the provision of the article 5 below.
1.6 In the event of termination or expiration of this Agreement, or applicable SoW, and Purchaser shall pay Supplier any outstanding undisputed Fees (as defined in Section 6.1) in accordance with the terms of this Agreement. If this Agreement is terminated, and Purchaser elects in writing, Supplier will complete all work in process as defined in the affected SoW(s) and adhere to the terms of this Agreement until completion. If Purchaser terminates any applicable SoW, Purchaser shall be entitled to a prorated refund of any unused Fees paid to Supplier prior to such termination.

2. Representations and Warranties
2.1 Supplier represents and warrants that it has all power, authority, rights and licenses, to enter into this Agreement.
2.2 Supplier: (a) warrants that the Services rendered under this Agreement shall be provided by Personnel regularly employed as subordinated worker and executed in a competent and professional manner in accordance with the highest standards and best practices of Supplier's industry; and (b) represents and warrants that it has or will obtain appropriate agreements with Supplier Personnel sufficient to enable full compliance with all the provisions of this Agreement; and (c) undertakes to provide to Purchaser, on a quarterly basis, a valid certificate confirming compliance with the payment of the social security charges for Supplier Personnel (DURC - "Documento Unico di Regolarità Contributiva"). As used in this Agreement, "Supplier Personnel" shall mean all persons and entities providing any Services and/or Deliverables under this Agreement, including Supplier's employees, agents, contractors, subcontractors and suppliers, as well as anyone directly or indirectly employed or retained by any of them.
2.3 Supplier represents and warrants that Purchaser's exercise of the rights and licenses provided herein will not constitute an infringement or violation of any patent, copyright, trade secret or other proprietary rights of any third party.
2.4 Supplier warrants that it shall use all commercially reasonable efforts to fulfill its obligations under this Agreement, including all SoWs, as defined and described herein and therein, and that time is of the essence.
2.5 Supplier warrants that all Services and Deliverables will be provided to Purchaser free from any claims of any nature, including, without limitation, defects in title, and free of all liens, claims, or encumbrances.
2.6 Supplier warrants that all Services and Deliverables will conform in all respects with all Specifications and requirements set forth in this Agreement, including the applicable SoW, as well as such other requirements approved or adopted by Purchaser in writing.
2.7 Supplier warrants that it will comply with all applicable laws, legislation, rules, regulations, codes and standards of governmental agencies or authorities having jurisdiction over the activities relating to this Agreement and any relevant SoW.
2.8 Supplier represents and warrants that the Deliverables are free from defects in design, material, and workmanship, whether latent or patent.
2.9 Supplier represents and warrants that no Deliverable, in whole or in part, (a) is licensed pursuant to any open source software license; (b) incorporates, integrates with, links to or is based on any open source software; and (c) is subject to, any open source software, freeware, or free use software license terms, including, without limitation, the GNU Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, or any other license that requires in any instance that other software, including, without limitation, the Deliverables, distributed with such software code be (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge. Open source software also includes, without limitation, any software subject to an open source license, including, but not limited to, any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation) or any similar license.
2.10 Supplier warrants that the Deliverables: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Deliverables or any material embodying or comprising Deliverables; and (b) shall be free of viruses and other harmful code (including, without limitation, time-out features) which may interfere with the use of the Deliverable(s) regardless of whether Supplier or Supplier Personnel purposefully placed such code in the Deliverable(s). In addition to exercising any of Purchaser's other rights and remedies under this Agreement or otherwise at law, Supplier shall provide Purchaser, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Deliverables (collectively, "Revised Code") which prevents a breach of any of the warranties provided under this Agreement or corrects a breach of such warranties. Revised Code contained in Deliverables constitutes Deliverables for purposes of this Agreement.

2.11 Supplier represents and warrants that no third party software will be included in the Deliverables without first informing Purchaser in writing of the particulars thereof and obtaining Purchaser's express prior written approval thereof.
2.12 The warranties set forth in this Section 2: (a) survive the inspection, acceptance, and use of the Services and Deliverables by Purchaser; and (b) are in addition to any warranties, rights, and/or remedies to which Purchaser may otherwise agree to in writing or which are provided at law. The term of those Supplier warranties set forth in Sections 2.2(a), 2.6, and 2.8 will be for a period of twenty-four (24) months from Purchaser's written acceptance. All other warranties of Supplier set forth in this Agreement survive in perpetuity.

3. Indemnification
3.1 Supplier shall to the fullest extent permitted by applicable law, defend, indemnify, release and hold Purchaser, Purchaser Affiliates and its and their respective directors, officers, employees, agents, representatives, successors and assigns (each an "Indemnitee") harmless from and against any and all suits, actions, or proceedings, at law, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, including attorneys' fees and expenses, or liabilities (including, without limitation, claims for personal injury, death, or property damage) arising from any act or omission of Supplier or Supplier Personnel, except to the extent attributable to the sole and direct gross negligence of Indemnitee. In case of a claim against an Indemnitee by a Supplier Personnel or anyone for whose acts he may be liable, the indemnification obligation set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or any Supplier Personnel under any applicable workers' compensation, disability or other employee benefit or act. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Agreement.
3.2 Supplier shall indemnify, defend and hold each Indemnitee harmless from all costs and expenses related to any suit, claim or proceeding brought against any Indemnitee or their respective customers based on a claim that any article or apparatus, or any part thereof constituting goods or services furnished under this Agreement, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Purchaser shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority, information, and assistance (at Supplier's expense) for the defense of same and Supplier shall pay all damages and costs awarded therein. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Purchaser's prior written consent, such consent not to be unreasonably withheld. If use of said article, apparatus, part, device or process is enjoined, Supplier shall, at its own expense and at its option, either procure for Purchaser the right to continue using said article or apparatus, part, process or device, or replace the same with a non-infringing equivalent.
3.3 Any Indemnitee desiring to make a claim for indemnification hereunder shall promptly provide Supplier notice of such claim which Indemnitee believes falls within the scope of this Section; provided, however, that the failure by Indemnitee to provide such notice shall not affect Supplier's obligations under this Section to the extent that Supplier is not materially prejudiced thereby. Indemnitee may at its own expense employ separate counsel and participate in the defense. In no event shall Supplier settle any claim without Indemnitee's express written consent unless such settlement includes a full release of Indemnitee from all known and unknown liabilities arising out of the facts giving rise to the claim. Supplier further agrees to indemnify Indemnitee for any attorneys' fees or other costs or expenses that Purchaser incurs in the event that Purchaser has to file a lawsuit to enforce any indemnity or additional insured provision of this Agreement.

4. Limitation of Liability
IN NO EVENT SHALL PURCHASER OR ANY PURCHASER AFFILIATES BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS) REGARDLESS OF WHETHER OR NOT PURCHASER OR ANY PURCHASER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY PURCHASER OR ANY PURCHASER AFFILIATE.

5. Confidentiality; Intellectual & Physical Property
5.1 Supplier agrees that the terms and existence of this Agreement, as well as all information and material disclosed by Purchaser to Supplier, and all information and material that Supplier or Supplier Personnel develops under this Agreement constitutes "Purchaser Confidential Information". Supplier and Supplier Personnel will not disclose Purchaser Confidential Information to any third party person or entity, except to the extent required by a court or government agency order or rule (provided that Supplier first gives Purchaser immediate written notice of such order or rule and sufficient time to enable Purchaser to have the opportunity to quash or limit the scope of said order or rule). Supplier may disclose Purchaser Confidential Information only to those Supplier Personnel (only if previously approved

by Purchaser in writing and only if Supplier and such Supplier Personnel have previously signed a confidentiality agreement that is consistent with the terms of this Section 5) who possess a legitimate need to know for purposes of fulfilling Supplier's obligations to Purchaser under this Agreement, and may use Purchaser Confidential Information only for such purposes. Purchaser Confidential Information does not include information that is or becomes publicly available without restriction to Supplier or Supplier Personnel, or any other person through no wrongful act of Supplier or Supplier Personnel. All Purchaser Confidential Information is and remains the property of Purchaser, and upon Purchaser's written direction, Supplier will promptly return or destroy (with such destruction certified in writing by Supplier) all Purchaser Confidential Information, along with all copies and portions thereof, to Purchaser. No such return or destruction of Purchaser Confidential will affect the confidentiality obligations of Supplier or Supplier Personnel all of which will continue in effect as provided in this Agreement. Without waiving any other rights that Purchaser may have and notwithstanding anything to the contrary herein, Purchaser may immediately terminate with cause (with no right to cure) this Agreement upon written notice to Supplier in the event that Supplier, including any Supplier Personnel, uses or discloses Purchaser Confidential Information other than as expressly permitted in this Section.

5.2 Notwithstanding anything to the contrary, Supplier will ensure that nothing that Supplier discloses to Purchaser constitutes confidential information of Supplier, including Supplier Personnel, or any third party. In the event that Supplier wishes to disclose, and Purchaser desires to receive, any such information, the Parties agree that they will separately execute a non-disclosure agreement prior to any such disclosure.

5.3 Supplier agrees that Purchaser Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set out in the Purchaser Privacy and Data Protection Supplemental Appendix, incorporated herein and available at https://supplier.geaerospace.com/ge-privacy-terms/ ("PDP"). If Supplier has access to "Purchaser Restricted Data," "Sensitive Personal Information," "Controlled Data," or a "Purchaser Information System" as defined in the PDP, Supplier agrees to apply such additional safeguards and to grant Purchaser such additional rights as are set out in the PDP in connection with any such data and systems.

5.4 Purchaser shall be the exclusive owner of all Deliverables and all intellectual property rights (including trade secrets, copyrights, moral rights, database rights and patents) thereto. Except as provided by Italian Law No. 633/1941 as amended from time to time, all Deliverables considered "*works made for hire*" under the U.S. Copyright Act of 1976 shall be considered "works made for hire" under this Agreement. For all other Deliverables, including any works of authorship thereto that are not considered works made for hire under the U.S. Copyright Act of 1976, Supplier hereby assigns to Purchaser all right, title and interest to the Deliverables and all intellectual property rights thereto. To the extent that any Supplier, including Supplier Personnel, pre-existing materials (including third party or open source software) are contained in the Deliverables, said pre-existing materials must be described as such in the applicable SoW ("Supplier Materials"), and Supplier (on its behalf and on behalf of Supplier Personnel) hereby grants Purchaser an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicenseable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such Supplier Materials and derivative works, and to make, have made, use, sell, offer for sale and import products and processes utilizing such pre-existing materials, but in any case limited to the extent needed by Purchaser to exploit the Deliverables. Upon Purchaser's request and at Supplier's expense, Supplier will provide Purchaser with such assistance as Purchaser may require, including whatever documents, information or materials are in Supplier's possession or available to Supplier, in order to enable Purchaser to protect its ownership rights, including copyrights and patents, in any Deliverables. With respect to inventions for which Purchaser wishes to seek patent protection, Supplier agrees to secure all necessary agreements with Supplier Personnel to ensure assignment of their interests in each such invention to Purchaser. Supplier at its expense will take all reasonable steps necessary to secure cooperation of Supplier Personnel with Purchaser in filing such patent applications, including obtaining the signatures of inventors on all necessary legal documents.

5.5 Purchaser's Physical Property. Unless otherwise agreed in an SoW hereunder, all tools, equipment or material furnished to Supplier or specially paid for by Purchaser, including, but not limited to any computer software product and related information developed by Supplier, its Affiliates and/or their successors and assigns, and any related items, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain Purchaser's personal property ("Purchaser's Physical Property"). Such property shall be plainly marked as Purchaser's property and shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any Purchaser's Physical Property without Purchaser's prior written approval. Such property, while in Supplier's custody or control, shall be held at Supplier's risk, and shall be kept insured by Supplier at Supplier's expense as further specified in Section 7 below. Purchaser's Physical Property shall be subject to removal at Purchaser's written request, in which event Supplier shall prepare such property for shipment and shall redeliver it to Purchaser at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted.

6. Charges, Payments and Taxes

6.1 The Services and/or Deliverables shall be provided at the rates specified in any SoW or PO, (collectively, the "Fee(s)"), without increase during the Term of this Agreement or for the duration of such SoW or Purchase Order. Except as otherwise agreed in the applicable SoW, Supplier shall be responsible for all costs and expenses incidental to the performance of Services, including all costs of doing business incurred by Supplier, and Purchaser shall have no obligation to Supplier or Supplier Personnel for any such fees or expenses. Neither periodic payments nor final payment shall constitute evidence that the Services and/or Deliverables were performed in an acceptable manner to Purchaser. Any amount owing at any time from Supplier to Purchaser or any Purchaser Affiliates for Services performed or related to this Agreement may be set off against any amounts due and payable by Purchaser to Supplier.

6.2 Supplier must submit all invoices in electronic form pursuant to Purchaser's instructions, including its data transmission methods and formats (which for illustrative purposes only, may include Web invoicing, evaluated receipt settlement or electronic data interchange) unless otherwise prohibited by government regulations. Facsimile, email, and scanned documents are not acceptable electronic forms for invoices. Invoices must be submitted no later than ninety (90) days after completion of the Services and/or delivery of the Deliverables, or as otherwise specified in the applicable PO. Purchaser shall deem any invoice invalid that is received more than ninety (90) days after the above date, unless specific terms to the contrary are acknowledged by Purchaser in writing. In order to be deemed acceptable, each invoice shall include, at a minimum: Supplier's name and address, Purchaser's PO number, a description of the Services and/or Products which matches the PO, the total amount billed, any travel and living expenses ("T&L Expenses") or other permitted expenses (separately itemized) and any other information expressly agreed to by the Parties in writing. Fees, costs or any other expenses shall be payable Purchase within, and at the expiry date of, the terms agreed subject to: (i) successful completion of acceptance test of the Services and/or Deliverables (ii) receipt of a completed invoice as above; provided Purchaser may withhold payment of any disputed amounts in good faith pending resolution of such dispute. Supplier agrees that no such dispute shall affect the performance of Services, including the delivery of Products, under the PO in question or under any other outstanding PO. Unless prohibited by law, there shall be no service charges, penalties or interest charged Purchaser for late payment(s).

If Supplier is enrolled in the Purchaser Accelerated Payment Program, Purchaser or the applicable Purchaser Affiliate shall implement early payment discounts for invoices paid before their Net Dates, as set forth in the Purchaser Accelerated Payment Program described in a specific document agreed between the Parties.

Notwithstanding anything set forth in this Agreement, Purchaser shall not be required to pay or reimburse any portion of Fees, expenses or charges to the extent such payment is prohibited by applicable law or regulation.

The Fee(s) shall not include applicable transaction taxes. If Supplier is required to pay any federal, state, county, provincial or local value added, sales and use, withholding and/or goods and services tax, or similar applicable tax(es) by law based on the Services and Deliverables provided, Supplier shall include a line item for such taxes on all invoices (identifying type and amount thereof) and shall assume sole responsibility for tracking such taxes. Supplier shall ensure that the Fees are invoiced to Purchaser in accordance with applicable rules so as to allow Purchaser to reclaim any such value added and/or similar tax from the appropriate government authority. Supplier shall timely remit to the appropriate governmental tax agency all such taxes collected from Purchaser, or the Purchaser Affiliate issuing and executing the applicable SoW. Nothing in this Agreement, however, shall require Purchaser to pay any payroll, property, franchise, corporate, partnership, succession, transfer, income, excise, profits withholding taxes or income tax of Supplier. In the event Purchaser is required by (1) applicable law, (2) government regulation or (3) tax authority having jurisdiction over Supplier's activities in connection with this Agreement to withhold taxes for which Purchaser and/or Supplier is liable, Purchaser shall deduct such withholding tax from payment to Supplier and provide to Supplier a valid tax receipt or other applicable documents in Supplier's name. If Supplier is either exempt from such withholding taxes or entitled to a reduced rate of withholding tax as a result of a tax treaty or other regime, Supplier shall provide to Purchaser a valid tax treaty residency certificate or other applicable tax exemption certificate at a minimum of thirty (30) days prior to payment being due. Should either Party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the Parties shall cooperate to resolve such overpayment or underpayment.

To the extent that Purchaser pre-approves in writing to Supplier, Purchaser shall reimburse Supplier for all necessary and reasonable travel, living and other related T&L Expenses in accordance with Purchaser's then current Travel & Living policy which Supplier acknowledges that a then current version can be found at the following Internet address https://supplier.geaerospace.com/ge-policies/. Supplier shall either invoice T&L Expenses separately or clearly itemize such expenses on its invoices to Purchaser.

7. Insurance

During the Term of this Agreement, Supplier shall, at its own cost and expense, obtain and maintain, and cause all its contractors, suppliers and subcontractors to obtain and maintain, in full force and effect, with insurance carriers with a minimum A.M. Best's rating of A-: VII, or S&P A, or better, or the equivalent in those jurisdictions that do not recognize

such rating classification, and licensed to provide insurance in the jurisdiction in which Services are to be performed, insurance consistent with the guidelines set forth in Appendix B as commercially reasonable and necessary depending on the nature and scope of Services and/or Deliverables to be provided. Purchaser, Purchaser Affiliates, and their respective directors, officers, agents and employees shall be named as additional insured under the General/Public Liability policy set forth in Appendix B to the extent of Supplier's negligence arising out of performance of the Services hereunder and to the extent of applicable limits of such policies. The foregoing may be satisfied either by blanket endorsements or specific policy endorsements and Supplier shall provide evidence of same upon request by Purchaser. It is the intent of both Purchaser and Supplier that all insurance purchased by Supplier in compliance with this Agreement will be primary to any other insurance owned, secured, or in place by Purchaser, which insurance shall not be called upon by Supplier's insurer to contribute in any way. Upon request by Purchaser, Supplier shall furnish Purchaser with certificates of insurance and with signed endorsements affecting coverage required by this Section 7. Coverage required hereunder shall not lapse via cancellation, termination or alteration without thirty (30) days prior written notice to Purchaser. Supplier and its insurers waive any right of recovery against Purchaser and Purchaser's insurers for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to the Services. The foregoing may be satisfied either by blanket endorsements or specific policy endorsements and Supplier shall provide evidence of same upon request by Purchaser.

8. Compliance with Purchaser Policies

8.1 Supplier agrees that any Supplier Personnel who provide Services on Purchaser's premises comply with Purchaser's standard and site-specific safety, security policies and agrees to use materials that are not prohibited according to Purchaser's Procedure SCM_01/2017. In case of doubts on the above policies and/or procedure, Supplier will request to Purchaser. Supplier shall exercise its best efforts to assure that none of its Supplier Personnel pose a threat to the safe working environment at the Purchaser site, or a threat to the integrity of the business operations. Upon Purchaser's written and motivated request, Supplier agrees to replace any Supplier Personnel who fail to comply with Purchaser's standard and site specific policies.

8.2 Supplier acknowledges that it has read and understands the Purchaser Integrity Guide for Suppliers, Contractors and Consultants, which may be updated or modified by Purchaser from time to time (the "Guide") located at the following Internet address https://supplier.geaerospace.com/ge-integrity-guides/.

Supplier agrees to fully comply with all relevant requirements of the Guide with regard to provision of the Services. Moreover, Supplier agrees to comply with "Supplier Avio Aero Code of Conduct" (including its re-editions).

Without limitation, the Parties mutually acknowledge that the violation of the above provisions shall be deemed a material breach incapable of cure and Purchaser will have the right to suspend and/or terminate the Agreement.

8.3 To the extent permissible by applicable law, Supplier shall, through the utilization of an authorized background checking agency, perform background checks as set out in Appendix C prior to (a) stationing any Supplier Personnel to perform Services at any Purchaser location, facility or work site (for purpose of clarity, "*stationing*" shall not include periodic attendance or visits to such locations, facilities or work sites); (b) granting access to Purchaser networks (such as having a Purchaser issued single sign-on account) to Supplier Personnel to provide the Services; (c) assigning Supplier Personnel to duties that are directly related to the safe operation or security of a Purchaser facility or piece of equipment and which, if not performed properly, could cause a serious environmental, health or safety hazard to employees or the general public; or (iv) assigning Supplier Personnel to a Purchaser worksite that is designated in its entirety as "*security sensitive*," even though the work responsibilities, if performed in another context, would not be security sensitive; and after securing appropriate written authorization from its Supplier Personnel.

8.4 Supplier acknowledges that if SOWs or POs issued under this Agreement are subject to US Government flowdown requirements, the US Government Flowdown Provisions found at https://supplier.geaerospace.com/ge-policies/ shall apply.

8.5 Where Supplier provides goods to Purchaser, or brings goods onto or uses goods on Purchaser premises, Supplier shall provide with the goods in the language(s) of the locations where the goods are delivered to Purchaser or its designee: safe use instructions; hazard communication, safe transport and labeling information; compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS). Unless Purchaser has expressly agreed otherwise in writing, Supplier certifies that the goods do not contain any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations (collectively "*chemicals legislation*"). For shipments of or containing chemical substances, Supplier certifies that the import and use of the goods in the location (s) where the goods are delivered complies with applicable chemicals legislation. Upon request Supplier shall provide the chemical composition of the goods subject to reasonable protection of Supplier's confidential business information.

9. Business Continuity Planning

9.1 In the event Purchaser, at its sole discretion, identifies Supplier as a critical supplier, Supplier will prepare, maintain and provide, at no additional cost to Purchaser, a Business Continuity Plan ("BCP") satisfactory to Purchaser and designed to ensure that Supplier can continue to provide the Services in accordance with this Agreement and each SoW therein in the event of a disaster or other BCP-triggering event (as such events are defined in the applicable BCP). Supplier's BCP will, at a minimum, provide for (a) the retention, rotation, and retrieval of data and files; (b) obtaining resources necessary for recovery, (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier's supply chain; (f) a defined escalation process for notification of Purchaser in the event of a BCP-triggering event; and (g) training for key Supplier Personnel who are responsible for monitoring and maintaining Supplier's continuity plans and records.

9.2 Supplier will maintain the BCP, update it no less than twice per year and test it at least annually. Upon Purchaser request, Supplier will provide Purchaser an executive summary of the plan updates, a summary of test results, and a report of corrective actions to be taken to remedy deficiencies identified as a result of the test, including timetables for new corrective actions and the status of corrective actions previously identified.

9.3 Upon request, with reasonable advance notice and conducted in such a manner not to unduly interfere with Supplier's operations, Supplier will give Purchaser and its designated agents access to designated representative(s) with detailed functional knowledge of Supplier's BCP and relevant subject matter. Subject to confidentiality obligations under this Agreement, information requested by Purchaser arising from such meetings will be provided to Purchaser within thirty (30) days or as otherwise mutually agreed.

9.4 Supplier shall maintain a written Security Plan consistent with the Customs-Trade Partnership Against Terrorism ("*C-TPAT*") program of U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the European Union ("*EU AEO*") and similar World Customs Organization SAFE Framework of Standards (collectively, "SAFE Framework programs") and implement appropriate procedures pursuant to such plan. Upon advance notice by Purchaser to Supplier and during Supplier's normal business hours, Supplier shall make its facility available for inspection by Purchaser's representative for the purpose of reviewing Supplier's compliance with applicable SAFE Framework programs and with Supplier's Security Plan. Each Party shall bear its own costs in relation to such inspection and review.

10. Notice

All notices under this Agreement shall be in writing and (a) if delivered personally or by an internationally recognized overnight courier, be deemed given upon delivery; (b) if sent by registered or certified mail, return receipt requested, be deemed given upon receipt; or (c) if transmitted electronically, be deemed given on the date accessible electronically. Notwithstanding the foregoing, any notice under this Agreement regarding a claim, demand, breach, termination or extension of Term or assignment, shall be sent by an internationally recognized overnight courier. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective. Notices shall be sent to the Parties respective Project Managers as identified in an applicable SoW at the addresses listed therein and the ones identified in the PO.

11. Use of Name and Publicity

Supplier agrees that it shall not, without prior written consent of Purchaser or the applicable Purchaser Affiliate in each instance, (a) use in advertising, publicity or otherwise, the name or logo of Purchaser or any Purchaser Affiliate, or any officer or employee of Purchaser or Purchaser Affiliates, nor any trade name, trademark, logo or simulation thereof owned by Purchaser or any Purchaser Affiliate, or (b) represent, directly or indirectly, that any product or any service provided by Supplier has been approved or endorsed by Purchaser or any Purchaser Affiliate.

12. Independent Contractors

The relationship of the Parties hereunder is that of independent contractors. Nothing in this Agreement will be deemed to create a partnership, joint venture, agency trust or similar relationship between the Parties, and neither Party will be deemed to be an agent of the other Party. Without limitation to the foregoing, neither Party has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Purchaser and either Supplier or Supplier Personnel.

13. Audit Rights

At Purchaser's written request, Supplier will allow Purchaser (directly and/or through third parties) to audit and inspect Supplier's facilities, as well as copy any documents that Supplier has relating to the performance of Supplier's obligations

under this Agreement or other applicable legal requirements. Each of the Parties will bear their own respective costs and expenses associated with any of the foregoing. Adjustments in favor of Purchaser arising from any such audit shall be recognized as an adjustment of any future payment due Supplier or, if no future payment is due Supplier, Supplier shall promptly pay the amount of any such adjustment to Purchaser. Supplier shall cooperate fully with Purchaser, or its designees, in connection with audit functions and/or any inspections, assessment or verifications, in such a manner not to unduly interfere with Supplier's operations.

14. Liquidated Damages

14.1 Liquidated Damages for Late Delivery. Supplier acknowledges that the Performance Schedule is critical and material to performance of the SOW and for the avoidance of substantial loss to Purchaser, and that Supplier's unexcused failure to meet the Performance Schedule without Purchaser's written consent may lead to the application of liquidated damages as specified in this section. In the event that any performance is delayed beyond the Performance Schedule due to any causes not expressly excused by the terms of the Agreement, Supplier shall pay to Purchaser the following, as liquidated damages, and not as a penalty, a sum equal to 0,5% of the PO value per day of delay.

14.2 Liquidated Damages for Failure to Perform. Supplier guarantees that the Services and/or Deliverables shall achieve the service levels (if any) and shall meet the Specified Acceptance Criteria (if any) and the Agreement. If the Services and/or Deliverables fail to achieve the service levels and/or meet the acceptance criteria specified herein, Supplier shall be afforded a period by Purchaser during which it can correct and adjust the Services and/or Deliverables (the "Correction Period"). If, when re-tested at the end of the Correction Period, the Services and/or Deliverables again fail to achieve the performance guarantees, Supplier shall pay to Purchaser the following, as liquidated damages, and not as a penalty: a sum equal to 50% of the PO value.

14.3 No Waiver. The above liquidated damages are a genuine pre-estimate by the Parties of the losses which Purchaser will suffer in the event of Supplier's delay or failure to perform. The payment of liquidated damages under this section shall not relieve Supplier from its obligations to diligently complete the Services and/or Deliverables or from any other obligations and liabilities under the Agreement or this SOW, and shall not constitute a waiver of any term of the Agreement or SOW, or of any right of Purchaser at law.

The rights and remedies of Purchaser and its Affiliates set forth herein are not exclusive. The Purchaser is entitled to obtain from Supplier any other damages in excess to the LDs above.

15. Severability

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless this Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

16. Assignment

Supplier shall not sell, assign, delegate, subcontract or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Purchaser, and any attempt to do so in contravention of the foregoing is hereby deemed null, void and with no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

17. Counterparts and Copies

This Agreement and all SoWs issued hereunder may be executed in any number of counterparts by the Parties hereto and delivered in-person or by facsimile or email, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall constitute but one and the same Agreement or SoW, as the case may be. Facsimiles and scanned images of original signatures are considered valid as original signatures. In addition, images of the original of this Agreement and/or any SoW with original signatures pursuant to it may be stored electronically. The Parties intend that electronic copies or images reproduced from the electronically stored original of this Agreement and/or any SoW shall be valid as an original.

18. Divestiture

Any Purchaser Affiliate divested by Purchaser as an ongoing concern, or otherwise, may for a period of one (1) year following divestiture, continue to: (a) benefit under the terms of this Agreement and/or any applicable SoW issued hereunder, and/or (b) issue SoW's under the terms of this Agreement. Any entity or business acquired by Purchaser or a Purchaser Affiliate may use this Agreement with any of their existing SoW's with Supplier.

19. Purchaser Affiliates

19.1 Supplier acknowledges and agrees that the Services and/or Deliverables purchased under this Agreement (including any and all SoWs issued hereunder) may be used by Purchaser on behalf of itself and, at no additional expense to Purchaser, for the benefit of any Purchaser Affiliate. “Purchaser Affiliate” means any entity (including but not limited to, joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or P&L’s thereof) that is directly or indirectly in control of, controlled by, or under common control with Purchaser whether now existing, or subsequently created or acquired during the Term of this Agreement, or applicable SoW. Any Purchaser Affiliate, worldwide, which uses the Services and/or Deliverables, whether the right to use passes directly to that entity or not, shall be entitled to all of the rights and interests of Purchaser under this Agreement and may enforce this Agreement in its own name.
19.2 With respect to SoWs that Purchaser Affiliates directly enter into with Supplier, each such Purchaser Affiliate shall be severally liable for its obligations under such SoWs it enters into with Supplier and shall be bound by and solely responsible for performance of all of the obligations, including, without limitation, payment obligations, under this Agreement. Without limitation to the foregoing, neither Purchaser nor any Purchaser Affiliate other than the Purchaser Affiliate issuing a Purchase Order or SoW shall have liability or be in any way responsible to the Supplier or to any other Purchaser Affiliate for any act, omission or failure of either party related to such Purchase Order or SoW, including for the failure of any other Purchaser Affiliate to fulfill its obligations under a Purchase Order or SoW placed by it.

20. Compliance with law
20.1 Supplier represents and warrants that it shall perform all activities required under this Agreement in compliance with all applicable international, EU, national, state and local laws, including but not limited to the Safety Code, ordinances, building codes, rules, regulations, and lawful orders of public authorities bearing on performance of the Services.
20.2 Supplier agrees to comply with all applicable government export control laws and regulations (“Export Laws”), to the extent that it is applicable, to assure that Services, if any, or Deliverables, if any (i) is exported, directly or indirectly, in violation of Export Laws, or (ii) is intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, biological weapons proliferation or impermissible military end use. Supplier shall promptly communicate to the Purchaser any circumstances which will, under applicable Export Laws, render the Supplier ineligible to receive Services and/or Deliverables pursuant to this Agreement.
20.3 Supplier represents and warrants to Purchaser that Supplier has been made aware of the applicable rules in force governing the administrative responsibility of legal entities, and, more specifically, of the provision of Law Decree 231 of June 8, 2001. In this respect, Supplier acknowledges that it is fully aware of and understands either “Supplier Avio Aero Code of Conduct” under Law Decree 231 of June 8, 2001, the extract from “231 Organizational Model” published on GE Avio website: http://www.avioaero.com. Supplier represents and warrants that it maintains a high standard of ethical behavior, uphold straightforward and honest conduct and operate with personal and professional integrity. Supplier represents and warrants that it has adopted and effectively implemented corporate procedures and behaviors in order to prevent occurrence of the offences under Law Decree 231 of June 8, 2001 and has instructed its employees, agents, subcontractors and representatives. Supplier agrees to comply with any such procedures, behaviors and instructions for the duration of the Agreement. Consequently, Supplier agrees that it will act according to correctness and transparency and prevent fraudulent behaviors or any other illegal activity, in any form or manner whatsoever, by its employees, agents, subcontractors and representatives. In the event of violation of the afore – mentioned obligations, Purchaser reserves the right to: (i) suspend performance of the Agreement, by registered letter to Supplier briefly setting forth any information, including any press releases, relevant to either circumstances or legal proceedings wherefrom Supplier’s failure to perform the afore obligations may be reasonably inferred; and/or (ii) withdraw from, also during performance thereof, or terminate the Agreement for default. Any extra costs and expenses directly or indirectly arising out of or resulting from failure to perform the aforesaid obligations, shall be borne by Supplier. Moreover, Supplier shall be liable for any loss or damage arising out of or resulting from Supplier’s failure to perform and shall guarantee and indemnify Purchaser from and against any third party actions arising out of, or resulting from, such failure to perform.

21. Force Majeure
21.1 Neither party shall be responsible for nor be deemed to be in default or delay in performance of this Agreement or any Order resulting from causes beyond its reasonable control, including but not limited to, events such as acts of God, pandemics and/or epidemics, fires, floods, extreme weather conditions, earthquakes, war, warlike operations, terrorist acts, insurrections, Government disposition, court order, general and/or national labor strike or riots, reduction of demand from final customers, and the effects of the foregoing events ("Force Majeure Event"). It is expressly agreed that as Force Majeure Event of the Purchaser means a substantial decrease in production volume caused by a Force Majeure Event.

21.2 The Party affected by a Force Majeure Event (the "Affected Party") shall promptly give a written notice to other Party of said Force Majeure Event on its ability to perform and shall provide such information as is available to the Affected Party regarding the progress and the possible cessation of such Force Majeure Event. The Affected Party shall perform its obligations to the extent possible while such Force Majeure Event continues. In any case the fees related to the performance of the Services shall be reduced proportionally in relation to the effective performance oof the Services. The performance of obligations hereunder of the Affected Party shall be resumed by the Affected Party as soon as practicable after such Force Majeure Event has ceased or based on Purchaser's requirements. In addition to the foregoing the Parties shall adopt all reasonable actions to avoid or to reduce and mitigate any adverse effect of such Force Majeure Event.
21.3 If a Force Majeure Event will exceed twenty (20) calendar days from the scheduled delivery date in the Agreement and/or in the Order, Purchaser may obtain the Good(s) and Services from an alternate source until such time as Seller is able to resume fulfillment of its delivery obligations. If the inability to perform continues for longer than ninety (90) days, Purchaser may terminate this Agreement and/or any Order by providing written notice to Seller.

22. Governing Law and Dispute Resolution
22.1 This Agreement, which includes all SoWs hereunder, (and all non-contractual or other obligations arising out of or in connection with it) shall be governed by the laws of the jurisdiction in which Purchaser is organized, notwithstanding such jurisdictions conflict of laws rules.
22.2 If a dispute arises under or relating to this Agreement in any way, the Parties will endeavor to resolve the dispute amicably, including by designating senior managers who will meet and use commercially reasonable efforts to resolve any such dispute. If the Parties' senior managers do not resolve the dispute within sixty (60) days of first written request, either Party may request that the dispute be settled and finally determined by binding arbitration. The arbitration will be conducted in accordance with the rules of the International Chamber of Commerce (ICC) and the seat of the arbitration shall be in Paris, France by one arbitrator in case of the total amount in dispute will be equal or lower than EUR 100,000 (or the local currency equivalent), or by three arbitrators in case of the total amount in dispute will be higher than EUR 100,000 (or the local currency equivalent). The arbitrator(s) will have no authority to award attorney's fees and related costs or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement and applicable law. The award of the arbitrator(s) will be final, binding and not appealable to the greatest extent the law permits, and judgment may be entered thereon in any court of competent jurisdiction. All statements made or materials produced in connection with this dispute resolution process and arbitration are confidential and will not be disclosed to any third party except as required by law or subpoena. The Parties intend that the dispute resolution process set forth in this Article will be their exclusive remedy for any dispute arising under or relating to this Agreement or its subject matter. Any claim against Purchaser shall be barred unless Supplier has requested that it be resolved by arbitration in accordance with this Article within one year of the dispute, which shall be the effective date of termination if the dispute is related to termination.

23. Order of Precedence
In the event of an inconsistency between this Agreement, a SoW, PO, Change Order (as defined a PO modification) and/or any other document attached hereto or incorporated herein by reference, the following order of precedence shall govern and control: (a) the terms of any applicable Change Order (as such pertains only to the referenced and applicable SoW) shall take precedence over any conflicting terms contained in such SoW; (b) the terms of any applicable SoW shall take precedence over conflicting terms in this Agreement (which includes any document attached hereto or incorporated herein by reference) to the extent that said SoW specifically references a Section(s) in this Agreement and states an intention to modify said Section), but any such modification shall only apply to such SoW; (c) this Agreement shall take precedence for any conflicting terms contained in a document attached hereto or incorporated herein by reference and (unless (b) above applies) any SoW. The pre-printed terms appearing on either Parties' ordering documents, including POs and Supplier's invoices, are hereby deemed null, void, and without effect.

24. Supplier Personal Information
Supplier understands and agrees that Purchaser may require Supplier to provide certain personal information such as the name, address, telephone number, and e-mail address of Supplier's representatives in transactions to facilitate the performance of the Agreement, and that Purchaser and its contractors may store such data in databases located and accessible globally by their personnel and use it for necessary purposes in connection with the performance of this Agreement, including but not limited to Supplier payment administration. Purchaser will be the Controller of this data for legal purposes, and agrees to use reasonable technical and organizational measures to ensure that Supplier personal

information is processed in conformity with applicable data protection laws. Supplier may obtain a copy of the Supplier personal information by written request, or submit updates and corrections by written notice to Purchaser.

25. Complete Agreement

This Agreement is intended by the Parties as a final and complete expression of their agreement on the subject hereof and supersedes any and all prior and contemporaneous agreements and understandings.

No other agreements, oral or otherwise, on the subject matter hereof shall be deemed to exist or to bind any of the Parties. This Agreement may only be modified, amended, or rescinded in a written document referencing this Agreement that has been signed by authorized representatives of the Parties.

_____

[insert the NAME of Supplier legal entity, headquarter, VAT number, and all relevant information]

Supplier has signed this Agreement for acceptance by their duly authorized officers or representatives.

_____
(Supplier)

By:
Authorized Signature

Print Name:

Title:

Date:

I specifically approve, under and in accordance with art. 1341and 1342 of the Italian Civil Code, the following clauses of the Service Agreement: article 1 (Term & termination); article 3(Indemnification); article 4 (Limitation of liability); article 5(Confidentiality, Intellectual & Physical Property); article 14(Liquidated Damages); article 16(Assignment); article 22(Governing law and Dispute Resolution).

EXPRESS ACCEPTANCE BY SUPPLIER

_____
(Supplier)

By:
Authorized Signature

Print Name:

Title:

Date:

Appendix A – SOW

FOR EVERY SECTION: (1) DELETE ALL OPTIONS WHICH ARE NOT APPLICABLE, AND THE GREEN OPTION TAGS. (2) FILL IN ALL YELLOW HIGHLIGHTED AREAS IN SECTION BODY TEXT AND CHOSEN OPTIONS. (3) DELETE ALL GRAY HELP BOXES (INCLUDING THIS ONE). (4) REMOVE ALL YELLOW HIGHLIGHTER FROM WHAT YOU ENTERED OR REPLACED. THERE SHOULD BE NO COLOR LEFT (EXCEPT TABLE HEADERS).

This Statement of Work ("SOW") dated _____, 20__ ("SOW Effective Date"), is made by and between GE Avio S.r.l. ("Purchaser") and [SUPPLIER ENTITY] ("Supplier"). This SOW sets forth the details of the Services and/or Deliverables described herein. Capitalized terms not defined within this SOW shall have their defined meanings in the Service Agreement dated/signed on [_____](the "Agreement"). This SOW shall not become binding on Purchaser until Purchaser issues a PO for the total fees payable hereunder. Purchaser shall promptly notify Supplier upon issuance of the PO.

The Parties agree that the Agreement shall supersede any conflicting, different or additional legal terms in this SOW, including, without limitation, indemnification, limitation of liability, confidentiality, and representations, warranties and covenants. To the extent, Supplier desires to modify any legal terms in the Agreement, Supplier shall request a written amendment to the Agreement, which shall be agreed or withheld by Purchaser, in its sole discretion.

A. EXECUTIVE SUMMARY. (Required)

Project purpose. Enter a summary of the business objective of the project.

CTQ business requirements. Identify any and all critical-to-quality ("CTQ") business requirements.

B. SERVICES. (Required) Supplier shall perform the following Services under this SOW:

NOTE: Services are tasks (maintaining, providing, supporting, producing, monitoring, designing, developing, installing, training, etc.) and should not be mistaken for the end products of Services, which are Deliverables. List all Services separately. Make sure that all in-scope, material aspects of the Services are separately identified in the list below in clear and descriptive terms. Avoid shorthand and undefined acronyms.

Item	Services Task – Name and Description *(detail each Services task in a single box)*
B1	Task 1 – name and description
B2	Task 2 – name and description
B3	Task 3 – name and description

C. DELIVERABLES. (Required)

CHOOSE Option 1 or Option 2. DELETE the other option text and all option tags. NOTE: Deliverables are end products (whether completed work product or deliverables, or interim work product or deliverables such as project plans and status reports). The Agreement states that Purchaser owns Deliverables. Deliverables may entirely consist of new work product. It is common for Deliverables to include pre-existing work product (Supplier Materials, Open Source Materials, Third Party Materials). You must specifically identify any of these that apply, for each Deliverable, in Sections D and/or E.

<Option 1 NO DELIVERABLES>There will be no Deliverables under this SOW.

<Option 2 DELIVERABLES>Supplier shall provide the following Deliverables under this SOW:

Item	Deliverables – Name and Description *(detail each Deliverable in a single box)*
C1	Deliverable 1 – name and description
C2	Deliverable 2 – name and description
C3	Deliverable 3 – name and description

D. SUPPLIER MATERIALS INCORPORATED INTO DELIVERABLES. (Required)

CHOOSE Option 1, Option 2 or Option 3. DELETE the other option text and all option tags. For each item of incorporated Supplier Materials in the list, IDENTIFY all Deliverables(s) the item affects. See definition of "Supplier Materials" in Section 5 of the Agreement.

<Option 1 NO DELIVERABLES>Not applicable; there will be no Deliverables under this SOW.

<Option 2 NO SUPPLIER MATERIALS>None of the Deliverables will contain incorporated Supplier Materials.

<Option 3 LIST OF SUPPLIER MATERIALS>This is a comprehensive list of Supplier Materials incorporated into the Deliverables and duly licensed to Purchaser under Section 5 of the Agreement and this SOW, ownership of which is being retained by Supplier. (The Parties shall update this list over the life of the SOW as Deliverables are added or changed.)

Item	Name and Description of Incorporated Supplier Materials	To Which Deliverable? *(Section C Item #)*
D1	Supplier Materials 1 – name and description	Applies to Deliverable(s) #: _____
D2	Supplier Materials 2 – name and description	Applies to Deliverable(s) #: _____
D3	Supplier Materials 3 – name and description	Applies to Deliverable(s) #: _____

E. OPEN SOURCE ("OSM") / THIRD PARTY MATERIALS ("3PM") INCORPORATED INTO DELIVERABLES. (Required)
CHOOSE Option 1, Option 2 or Option 3. DELETE the other option text and all option tags. For each item listed as incorporated OSM or 3PM: IDENTIFY type (OSM or 3PM), IDENTIFY ALL Deliverable(s) it affects, and IDENTIFY the applicable OSS or 3PM license name. (For 3PM items, ATTACH license terms and IDENTIFY 3rd Party licensor company name.)
<Option 1 NO DELIVERABLES>Not applicable; there will be no Deliverables under this SOW.

<Option 2 NO OSM/3PM>None of the Deliverables will contain incorporated OSM or 3PM.

<Option 3 LIST OF OSM/3PM>This is a comprehensive list of OSM and/or 3PM incorporated into the Deliverables and duly licensed to Purchaser under this SOW, together with identification of the underlying license terms applicable to each item. (The Parties shall update this list over the life of the SOW as Deliverables are added or changed.)

Item	OSM / 3PM?	Item Short Name	Incorporated To Which Deliverable? *(Section C Item #)*	Name of Underlying License / Third Party *(if 3PM, attach terms, and provide 3rd Party name)*
E1	*(enter)*	Item 1 Name	In Deliverable(s) #: _____	Underlying License Name / 3 Party Name
E2	*(enter)*	Item 2 Name	In Deliverable(s) #: _____	Underlying License Name / 3 Party Name
E3	*(enter)*	Item 3 Name	In Deliverable(s) #: _____	Underlying License Name / 3 Party Name

F. PERFORMANCE SCHEDULE / TERM OF SOW. (Required)
CHOOSE Option 1, Option 2 or Option 3. DELETE the other option text and all option tags. The options are listed in descending order of Purchaser preference.
<Option 1 MILESTONES>

Item	Services Milestone / Deliverable # *(use Section C Item #)*	Completion / Delivery Date
F1	Milestone: Milestone F1 Name & Description / Deliverable # _____	Enter Date
F2	Milestone: Milestone F2 Name & Description / Deliverable # _____	Enter Date
F3	Milestone: Milestone F3 Name & Description / Deliverable # _____	Enter Date

<Option 2 SINGLE COMPLETION DATE>All Services must be completed and accepted by Purchaser by _____.
<Option 3 SET TERM>This SOW shall commence on the SOW Effective Date and, unless sooner terminated under the Agreement terms, shall remain in effect until _____.

G. FEES. (Required)
CHOOSE Option 1 or Option 2. DELETE the other option text and all option tags. The options are listed in descending order of Purchaser preference.
<Option 1 FIXED FEE PROJECTS>Supplier shall provide the Services and deliver the Deliverables on a FIXED FEE basis. Purchaser shall have no obligation under this SOW for payment of fees in excess of EUR _____, unless a higher amount is authorized by Purchaser in writing.
<Option 2 T&M PROJECTS>Supplier shall provide the Services and Deliverables on a TIME & MATERIALS basis at the rates included in this Section. Purchaser shall have no obligation under this SOW for payment of fees in excess of a total of EUR _____, unless a higher amount is authorized by Purchaser in writing. In the event Purchaser does not authorize a higher amount, Supplier is only required to provide Services equal to the number of hours that when multiplied by the applicable hourly rate would equal the total payment specified in this Section. [INCLUDE RATE SCHEDULE HERE]

H. EXPENSES. (Required)

CHOOSE Option 1 or Option 2. DELETE the other option text and all option tags. The options are listed in descending order of Purchaser preference.

<Option 1 NO EXPENSES AUTHORIZED>All expenses associated with Supplier's performance of the Services and/or delivery of the Deliverables under this SOW are included in the SOW price.

<Option 2 EXPENSES AUTHORIZED>Purchaser shall reimburse Supplier for the expenses identified below associated with performing the Services and/or delivering the Deliverables under this SOW. All expenses approved for reimbursement must comply with the GE T&L Policy found at https://supplier.geaerospace.com/ge-policies/. Expenses over the amount of EUR _____ must be pre-approved by Purchaser to be reimbursable. Identify the expenses expected under this SOW to be reimbursed by Purchaser (do not include any expenses associated with the project which will not be reimbursed by Purchaser) If there are set amounts for reimbursable expenses describe those here.

I. INVOICES. (Required)

CHOOSE Option 1A, Option 1B, Option 1C, or Option 2. DELETE the other option text and all option tags. The options are listed in descending order of Purchaser preference.

<Option 1A FIXED FEE MONTHLY PAYMENTS>Supplier shall invoice Purchaser monthly in arrears for this SOW, according to the following schedule: [INCLUDE SCHEDULE]

<Option 1B FIXED FEE MILESTONE PAYMENTS>Supplier shall invoice Purchaser for this SOW upon Purchaser's acceptance of each milestone, according to the schedule in Section F of this SOW and the following payment table: [INCLUDE TABLE OF MILESTONE PAYMENTS - MUST SYNC WITH SECTION F TABLE]

<Option 1C FIXED FEE SINGLE PAYMENT>Supplier shall invoice Purchaser for this SOW upon the completion of all Services and delivery of all Deliverables, and Purchaser shall pay all undisputed amounts in accordance with the Agreement.

<Option 2 T&M MONTHLY PAYMENTS>Supplier shall invoice Purchaser for this SOW monthly in arrears; provided however, no invoices shall be submitted to Purchaser, until Purchaser's Project Manager has approved the time spent.

J. PROJECT MANAGERS

J1. Project Managers. The following are the designated Project Managers ("PMs") for the Parties:

Purchaser Project Manager	Supplier Project Manager
Purchaser PM: [Purchaser_CONTACT_TITLE]	Supplier PM: [SUPP_CONTACT_TITLE]
Purchaser PM Phone: [Purchaser_CONTACT_PHONE]	Supplier PM Phone: [SUPP_CONTACT_PHONE]
Purchaser PM Email: [Purchaser_CONTACT_EMAIL]	Supplier PM Email: [SUPP_CONTACT_EMAIL]

J1-1. PM Duties. The PMs shall: (a) engage in all communications regarding the Services and/or Deliverables; (b) arrange and attend any necessary meetings; (c) supervise and manage Supplier's performance of Services and/or transfer of Deliverables; (d) ensure that each Party's responsibilities have been met on a timely basis; and (e) jointly approve any changes to the Services and/or Deliverables to be made in response to Change Orders. Either Party may change its designated PM at any time upon written notice to the other Party's PM.

J1-2. Project Reporting. At any time during the term of the SOW, Purchaser may request status reports from Supplier's PM, and Supplier's PM shall promptly provide: (a) a list of outstanding SOWs; (b) the status of any uncompleted Services and/or Deliverables; (c) amounts or hours billed (and/or accrued but unbilled) for any period, for any SOW or in total; and/or (d) information about Supplier's performance under the SOW.

NOTE: Supplier shall not reassign or transfer the Project Manager without Purchaser's prior written approval, and in any event a reassignment or transfer shall be made upon written notice to Purchaser of not less than thirty (30) days. If Supplier must replace any Project Manager for reasons beyond its control (resignation or serious illness or disability), Supplier shall furnish Purchaser as much advance notice as possible under the circumstances. In the event of a need for replacement of any Project Manager, Supplier shall furnish Purchaser with the credentials of any proposed replacement, as reasonably required by Purchaser. No replacement shall be made without Purchaser's prior consent.

K. PREREQUISITES, ASSUMPTIONS AND RISKS. *(Required)*

The following project prerequisites, assumptions, dependencies and/or risks may impact Supplier's performance of Services or delivery of Deliverables under this SOW: Identify and explain any and all prerequisites, assumptions, dependencies and/or risks applicable to this SOW (particularly those which impact Supplier's ability to perform any Services or provide any Deliverables).

L. ACCEPTANCE CRITERIA. *(Required)*

CHOOSE Option 1 or Option 2. DELETE the other option text and all option tags. (If the Parties are including Section P, Option 2 or 3 may be necessary.)

<Option 1 SIMPLE TESTING AND ACCEPTANCE LOOP>Notwithstanding anything in the Agreement to the contrary, Purchaser shall have _____ days from the date of each delivery by Supplier under this SOW (i.e., initial delivery, or any re-delivery after rejection and re-performance) to inspect and test each Deliverable and accept or reject it. Purchaser's failure to reject a Deliverable within this timeframe shall be deemed an acceptance of the Deliverable. All other terms of the Agreement regarding inspection, testing and acceptance of Deliverables remain unchanged.

<Option 2 SPECIFIC ACCEPTANCE CRITERIA>The Specified Acceptance Criteria for the Services and/or Deliverables under this SOW are as follows: Enter the Specified Acceptance Criteria and acceptance terms agreed to by the Parties here.

M. SERVICE LEVELS. *(Required)*

CHOOSE Option 1 or Option 2. DELETE the other option text and all option tags.

<Option 1 NO SLA>Not applicable; there are no specified service levels for the Services and/or Deliverables under this SOW.

<Option 2 SLA>The service levels set forth in the applicable performance service level schedules that shall apply to the Services and/or Deliverables under this SOW.

N. LOCATION. (Required) Supplier shall perform the Services at the following location or locations: Enter a single location, or the list of locations. If multiple locations will be involved list each and the Services performed at each.

O. ADDITIONAL OBLIGATIONS. None, unless listed here: List any additional obligations of the Parties not already captured in the SOW; if none delete this yellow section.

Under this Agreement, the Supplier shall not provide any equipment, system, or service that uses telecommunications or video surveillance equipment provided by Huawei Technologies Co., Ltd., ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Co., Ltd., or Dahua Technology Co., Ltd., or by any subsidiary or affiliate of any of the foregoing entities, or provided by an entity that the US Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a *China*.

DELETE the following Section P completely UNLESS the Parties specifically negotiate to apply liquidated damages to Supplier's Services and/or Deliverables under this SOW. (Examples: Purchaser receives a reduction in payments (or a refund or credit of amounts already paid), which could apply in cases such as Supplier's late delivery, failure to meet specified acceptance criteria or a certification (e.g. ISO 9000), failure to provide continuous uninterrupted Services for a length of time or meet certain peak demands, etc.).

P. TRADE PAYABLE SERVICES. *(Required)*

CHOOSE Option 1 or Option 2. DELETE the other option text and all option tags.

<Option 1 NO TRADE PAYABLE SERVICES> Not applicable;

<Option 2 TRADE PAYABLE SERVICES>The Parties have agreed that Trade Payable Services shall be applicable.

Q. [not used]

R. INFORMATION SECURITY. *(Required)*

CHOOSE Option 1 or Option 2. DELETE the option text NOT USED

<Option 1 > Not applicable, no DIGITAL services covered by this SOW.

<Option 2 > Purchase of DIGITAL services such as Hardware and/or Software and/or services for DT support/consultancy and/or licenses or any other Digital service included in this SOW. The applicant of this SOW must contact the cybersecurity team to agree on the regulatory requirements to be included.

The Supplier undertake to comply with the GE Aerospace Privacy and Data Protection Appendix and GE Aerospace IT Security Documents (last edition) available on https://supplier.geaerospace.com/ge-privacy-terms/. The Supplier undertakes to comply with the following regulatory requirements and to have obtained the following certificates:

- --
- --
- --

1. Purchaser shall have the right to audit and/or to assess the cyber security of the Supplier, at no charge to Purchaser. In the event of non-compliance and detected vulnerabilities the Supplier shall eliminate such vulnerabilities (where possible) in the period of time requested by Purchaser or shall implement a "compensation plan" in order to reduce the residual risk associated with the vulnerabilities and make it acceptable for the Purchaser. In the event of Supplier's default Purchaser may take appropriate actions, up to and including termination for default of this SOW pursuant to Article 1.3 (b) of the Service Agreement.

2. Upon Purchaser's request, Supplier shall provide to Purchaser all certificate abovementioned and/or policies, procedures or security instructions, or other documentation necessary to demonstrate compliance with "GE Aerospace Privacy and Data Protection Documents" and "GE Aerospace Third Party Security Requirements" or the regulations mentioned above.

3. Supplier undertakes to notify to Purchaser, in writing, within 48 hours from the Incident discovery, any IT security Incident (where Incident has the meaning ascribed by the Art. 1. Comma 1, letter h of Italian DPCM 81/2021), or more in general any event that has caused the loss of availability, integrity or confidentiality of data owned by the Purchaser. Moreover, The Supplier undertakes to implement all necessary actions to contain the consequences of such security event or Incident and to collaborate with Purchaser in the event that further investigations are necessary to comply with Purchaser's policies/procedures or applicable law requirement or regulation.

Considering that the Supplier provides goods and/or services that Purchaser uses to execute contracts that fall within the National Cyber Security Perimeter (Perimetro di Sicurezza Nazionale Cibernetica), the following paragraph shall apply:

- The timing relating to communications of security events or incidents referred to in point 3 above will be reduced as follows:
  - 6 hours from the Incident event discovery in case of "less critical" incidents as described in table no. 1 of Annex A of DECRETO DEL PRESIDENTE DEL CONSIGLIO DEI MINISTRI April 14, 2021, n. 81,
  - 1 hour from the Incident event discovery in case of "critical" incidents described in table no. 2 of Annex A of DECRETO DEL PRESIDENTE DEL CONSIGLIO DEI MINISTRI April 14, 2021, n. 81.
- If the goods and/or services supplied belong to categories listed in the DPCM of 15 June 2021, upon National Evaluation and Certification Center (CVCN, centro di valutazione e certificazione nazionale) requests, Supplier shall collaborate and allow the CVCN to carry out (also through its delegates) hardware and software tests, at Supplier's costs as indicated in the Italian LAW DECREE of 2019, n. 105 as converted by LAW n. 133 of 2019.
- If the tests referred to in the previous point have negative results, the Supplier shall comply with the applicable legislation and CVCN requirements. In case of default Purchaser may terminate this SOW for default pursuant to Article 1.3 (b) of the Service Agreement.

S. ACTIVITIES SUBJECT TO PART-IS REGULATION (Insert only if applicable)
CHOOSE Option 1 or Option 2. DELETE the option text NOT USED

<Option 1> Not applicable; no activities and/or services related to the ISMS subject to EASA Part-IS.

<Option 2> Procurement of activities and/or services related to the ISMS subject to EASA Part-IS is included in this SOW. The applicant of this SOW must contact the Information Security Manager within the Cybersecurity team to authorize the procurement of such activities and/or services.

Because the Supplier provides goods and/or services that the Buyer uses to perform activities falling within the portion of its Information Security Management System (ISMS) subject to EASA Regulations (EU) 2023/203 and 2022/1645, as amended from time to time (hereinafter, "Part-IS"), the following shall apply:

- The Supplier undertakes to ensure that the contractual activities comply with the aforesaid EASA regulation(s).
- The Supplier undertakes to operate under the Buyer's supervision.
- The Buyer shall have the right to conduct audits regarding compliance with applicable law and with this Contract.
- The Supplier agrees to permit the competent national or European authority to access, for the purpose of determining ongoing compliance with the applicable requirements of the Part-IS Regulation.
- "Access" shall mean the right to review evidence demonstrating the conformity of the contracted activities (including, by way of example, documentation and independent certifications). Such evidence of compliance may be provided by means of document transfer and/or by granting access to information at the Supplier's premises, in accordance with the defined audit scope.
- The Supplier undertakes to protect the Buyer's sensitive information and assets when handled at either the Supplier's or the Buyer's facilities, as well as when such sensitive information is transmitted between the Parties, or when the Supplier accesses such information remotely.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their respective authorized representatives on the dates ascribed below.

[PURCHASER ENTITY]	[SUPPLIER ENTITY]
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Appendix B

Supplier and any relevant Supplier Affiliates shall, to the best of its ability, endeavor to provide Purchaser, or the applicable Purchaser Affiliate, with these insurance coverages to the extent applicable to the work and/or region where Services are being performed. If local governmental regulations, or availability of insurance policies where the Services are to be performed make compliance with these conditions impracticable, Supplier or the relevant Supplier Affiliate shall provide Purchaser with a written explanation of the reasons why such specific coverage is not available and advise Purchaser, or the relevant Purchaser Affiliate, with alternate conforming insurance requirements which are, in the reasonable discretion of Purchaser or the applicable Purchaser Affiliate, adequate based on the nature of Services being performed and commercially available to Supplier or the relevant Supplier Affiliate, as the case may be. Supplier or the Supplier Affiliate shall have and maintain, at its sole cost and expense, in effect throughout the term of the relevant Agreement and/or relevant SoW the agreed insurance coverage as approved by Purchaser or the relevant Purchaser Affiliate.

Workers' Compensation (or equivalent) as required by applicable law.

Employer's Liability with limits of € 3,000,000 each accident / € 3,000,000 each disease / € 3,000,000 policy limit.

Commercial General Liability (also known as Civil or Public Liability outside of the United States), including Product and Completed Operations Liability (including contractual and cross-liability coverage) on an occurrence form, with the following limits for Bodily/Personal Injury and Property Damage: € 5,000,000 per occurrence, € 5,000,000 general aggregate, € 5,000,000 product completed operations.

If Supplier will use motorized vehicles on Purchaser premises or in connection with the provision of Services and/or Deliverables, Business Automobile (also known as Motor) Liability covering all motorized vehicles (owned, non-owned, hired, etc.) used in connection with the Services, covering Bodily Injury and Property Damage with combined single limit of € 6,000,000 per accident.

Professional/ Errors and Omissions liability (also known as Professional Indemnity outside of the United States) covering the activities of Supplier with coverage limits of not less than € 5,000,000 per claim and € 5,000,000 in the aggregate. If policy is placed on a claims-made form, the retroactive date must precede the effective date of this Agreement and provide for continuity in cover for (1) year after the completion of the Services. If Supplier will have access to Purchaser's IT systems or Purchaser Restricted Data, coverage must also include loss of, mishandling of data containing private or confidential information of Purchaser or others for which Purchaser is responsible; and failure to prevent unauthorized access to, or use of, Purchaser's systems or data.

If Supplier will have access to Purchaser's funds or accounts, Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond) in an amount of not less than € 1,000,000 covering all Supplier Personnel and Subcontractors and including a Client's interest endorsement or Insuring Agreement specifying that coverage extends to Purchaser's property in the event of any theft of Purchaser money or property, or money or property of others for which Purchaser is responsible. Verification that Purchaser has been included as a Joint Loss payee under the policy must be provided upon request by Purchaser.

If the Supplier either has Purchaser property in its care, custody or control or is reliant upon its property in connection with the provision of Services and/or Deliverables, Property insurance on an All-Risk, Replacement Cost basis. If property includes that of the Purchaser, policy must name Purchaser as Loss Payee, as its interests may appear.

If the scope of Services involves the potential for an environmental release, Environmental Impairment (also known as Pollution) Liability with a limit of not less than € 10,000,000 per occurrence covering on-site and off-site bodily injury and property damage, including clean-up cost as a result of pollution conditions arising from the Supplier's operations, including completed operations. If coverage is provided on a claims-made form, the retroactive date must precede the effective date of this agreement and provide for continuity in cover for (1) year after the completion of the Services.

The amount of coverage specified herein may be satisfied with combined limits together with umbrella/excess liability policies which follow form and drop down to apply as primary insurance in the event an underlying policy is exhausted.

APPENDIX C

PURCHASER BACKGROUND CHECKING GUIDELINES

To the extent permissible by applicable law, Supplier shall, through the utilization of an authorized background checking agency:
Verify such Supplier Personnel's identity;
Perform a watchlist screen to ensure that no such Supplier Personnel is included on the following government or organization lists, and not place any Supplier Personnel that is identified on such lists:
Consolidated List of Financial Sanctions Targets (formerly the Bank of England Consolidated List)
Bureau of Industry and Security Lists
Consolidated List – Australia
Consolidated List – Canada
DTC Debarred List
EU Consolidated List
FBI Most Wanted Terrorists
FBI Seeking Information
FBI Top Ten Most Wanted
FBI Most Wanted
Hong Kong Monetary Authority List
Interpol Most Wanted
Ministry of Export, Trade, and Investment (METI) – Japan
Monetary Authority of Singapore List
OFAC Sanctions Programs
OFAC list of Specially Designated Nationals and Blocked Persons
Primary Money Laundering Concern List (US Department of the Treasury List of Financial Institutions Specially Designated as Being of Primary Money Laundering Concern)
State Department Proliferation List
Terrorist Exclusion List
United Nations Consolidated List
Conduct a background screen as follows:
perform a criminal record check through an authorized background-reporting agency (including in-person searches of county courthouse records, where such records are available (e.g. United States, Mexico, etc.) covering at least the last seven (7) years, including all locations of residence and locations of employment, as stated on his or her resume, which the Supplier Personnel resided and worked during that period;
verify the past seven (7) years of employment (e.g., position or job title held, dates of employment and duties); and
not place any Supplier Personnel with Purchaser if such Supplier Personnel lied or failed to disclose any relevant information, including but not limited to any prior criminal conviction on his or her pre-placement or employment application.
Supplier may not exclude a candidate solely on the basis of a prior criminal conviction unless the conviction relates to a matter that directly relates to the Supplier Personnel's suitability for assignment to the position for which he or she is intended and only after consideration of additional factors. These additional following factors may mitigate the doubts and/or risks that may be indicated by the Supplier Personnel's criminal record:

Whether the criminal record is correct;
The amount of time that has elapsed since the conviction(s);
The facts and circumstances surrounding the act(s) or event(s);
The number of and type/severity of the offenses for which the individual was convicted;
Age at time of the conviction or release from prison;
Evidence that the individual has successfully performed similar work post-conviction;
Length and consistency of employment history before and after the conviction(s);
Rehabilitation efforts, education and training.
Employment or character references and other information regarding fitness for the particular position; and
Whether the individual is bonded under a federal, state or local bonding program.
Purchaser, in its sole discretion, may determine certain Services the Supplier Personnel will be performing to be security sensitive in nature, in which case Purchaser may mandate, to the extent permitted by applicable law, the foregoing screenings/verifications be conducted regardless of whether or not the Supplier Personnel are performing the Services

on Purchaser premises or having network access to Purchaser's networks. Additionally, Purchaser may require further verifications and/or searches as may be deemed necessary, to the extent permitted by applicable law, such as, for example, verifying the Supplier Personnel's highest level of education and conducting a department of motor vehicle search.

Supplier shall maintain, as records, all of the foregoing screenings/verifications for the duration of the Term, and for three (3) years thereafter.

If any screened/verified Supplier Personnel providing the Services to Purchaser or any Purchaser Affiliate leaves the employ of Supplier for a period of twelve (12) months or more, and such Supplier Personnel are then rehired by Supplier and reassigned to servicing Purchaser, or any Purchaser Affiliate, a new screening/verification must be ordered.

At Supplier's request, and with Purchaser's approval, Purchaser shall provide the names of its background checking suppliers to Supplier to utilize to conduct the foregoing background checks.

Supplier agrees to cooperate with Purchaser, in good faith, to establish and implement any background verification process that Purchaser may propose to verify that any or all of the foregoing background checks have been satisfied.