

Patria

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE REPAIR AND OVERHAUL (MRO) SERVICES AND SALES (Patria Netherlands)

All maintenance and sales services on aircraft components including, but not limited to instruments, electronics, avionics or accessories (hereafter the "Equipment"), will be performed by Patria Netherlands (hereinafter "Patria") for the Purchaser, based upon these General Terms and Conditions of Maintenance Services and Sales (hereinafter "Terms and Conditions") unless otherwise expressly agreed in writing.

Any other terms that are inconsistent with or in addition to these Terms and Conditions shall not apply unless Patria has expressly accepted such terms in writing.

1. DEFINITIONS

Agreement means the following contract documents, which shall constitute the entire agreement:

- (i) Patria's order acknowledgement, purchase order and the Proposal entered into for the sale of Products and Services;
- (ii) these Terms and Conditions;
- (iii) any other documents specifically referred to in the Proposal or purchase order (such as Statement of Work, Project Plan and similar documents).

In case of conflict between the contract documents, the above order of precedence shall apply.

Days refers to calendar days.

Deliverables refers to the Products and Services to be delivered by Patria as specified in the Agreement.

The Parties refers to Patria and the Purchaser together and a Party means Patria and the Purchaser individually.

Purchaser means Patria's customer, which may be a public entity, a company or a person ordering Products and/or Services from Patria.

Product refers to equipment, hardware, software, data system or other similar products that are delivered by Patria, including any related documentation and instructions.

Proposal refers to Patria's offer or response to the Purchaser's request for quotation or similar request including, among other things, the description of the scope of Deliverables and these Terms and Conditions.

Service refers to the installation, maintenance, support, consultancy, training, software service or other related services that are performed under the Agreement.

PFE and **PFI** refer to any equipment (Purchaser Furnished Equipment) and/or information (Purchaser Furnished Information) to be provided by the Purchaser, as specified in clause 6.

2. PURCHASE ORDERS

Purchase orders for maintenance services or sales services are subject to acceptance by Patria at its Didam, the Netherlands, facility or any facility handling and/or processing such orders. The commencement of work on any order by Patria shall constitute an acceptance by Patria. Further Patria is authorized to test Purchaser's Equipment in accordance with testing procedures established and/or approved by the appropriate regulatory agency having responsibility for said procedures. Patria shall not be liable for any damage or loss sustained to Purchaser's Equipment as a result of such testing procedures.

3. PRODUCT INFORMATION

All written or oral information, presentations and data contained in brochures, drawings, price lists and other similar documents, which are provided by Patria or are otherwise obtained by the Purchaser are

for information purposes only and are binding only to the extent that the content of any such document is expressly incorporated in writing in the Agreement.

4. SCOPE OF DELIVERABLES

- 4.1 The scope of Deliverables contains solely the Products and Services specified in the Agreement (such as Technical Specification, Statement of Work, Project Plan and similar documents). Any additional Products and Services or modifications thereof shall be separately agreed.
- 4.2 Unless otherwise agreed, the scope of Deliverables does not include any Patria efforts related to integration of Patria's Products into other systems or platforms.
- 4.3 Unless otherwise agreed, external interfaces of Patria's Product are assumed to be "as is". No modifications are included in the scope of the Agreement (both hardware and software).
- 4.4 Open-Source Component – The Purchaser acknowledges that Patria's Product may include certain "open source" third-party software components (hereinafter "Open-Source Component"). To the extent required by the licences covering the Open-Source Component, the terms of such licences shall apply to the Open-Source Component in lieu of any other terms of the Agreement. The list of the Open-Source Components and their licences is made available by Patria upon request by the Purchaser. To the extent that the terms of the applicable Open-Source Component require the relevant party to provide source code in connection with the Open-Source Component, this party shall provide the source code upon request of the other party.
- 4.5 Unless otherwise agreed in writing, Patria shall have the right to subcontract its obligations under the Agreement. Patria will be liable for the performance of its subcontractors as for its own performance.

5. PRICES

- 5.1 All prices referenced are in Euro (EUR) currency. All invoices shall be paid in Euro, unless otherwise agreed.
- 5.2 The prices are based on the assumption that these Terms and Conditions form an integral part of the respective Agreements. The prices are valid only if all positions are purchased at the same time in full extent. Patria reserves the right to change the pricing if the scope of Deliverables (number of units, scope of work) is changed. Unless otherwise agreed, the prices are subject to adjustment in accordance with the rules described in the Agreement.
- 5.3 The prices include standard industrial packaging of the Products, but exclude Value Added Tax (VAT), customs duties, insurance or any other costs pertaining to fees that may apply to the sale and delivery of the Deliverables; and/or any other taxes or comparable payments to public authorities applicable to the sale of any Deliverables to the Purchaser. All such taxes shall be added to the sales price if applicable in accordance with the relevant tax requirements.
- 5.4 If Patria shall incur additional costs, including but not limited to taxes, duties, charges and other similar payments by reason of any change in law or its interpretation or due to a requirement or order of any authority, Patria will charge such additional costs to the Purchaser in such a manner as Patria sees fit, so that Patria receives the same net amount as Patria would have received had no such additional amounts become payable.

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- 5.5 The prices of some positions may include foreign currency exchange rates. In this case, they are separately indicated with specific limits in the Proposal. If the European Central Bank's currency exchange rates are not within the limits specified above at the date of order, Patria has the right to change these prices accordingly. However, for the purpose of the Agreement, the prices will be fixed without any adjustment based on currency exchange rates.
- 5.6 Furthermore, any fees or other expenses related to the Letter of Credit or Bank Guarantees, shall be added to the prices, if applicable.
- 5.7 In case the Purchaser is in delay or provides inadequate information or instructions, the prices shall be increased to cover any additional expenses incurred by Patria.
- 5.8 If the continued performance of the Agreement becomes economically burdensome for Patria due to an event not known at the time of entering into the Agreement, then the Parties agree to review the terms and conditions of the Agreement, including the prices, and negotiate a solution in good faith. If the Parties cannot achieve an alternative solution that is acceptable to both Parties, then Patria is entitled to terminate the Agreement.
- ### 6. PURCHASER'S RESPONSIBILITIES
- 6.1 If applicable, in order for Patria to be able to deliver the Deliverables and comply with the agreed delivery times, the Purchaser is expected to fulfil its responsibilities and deliver the required Purchaser Furnished Equipment (PFE) and Purchaser Furnished Information (PFI) to Patria free of charge and no later than what has been mutually agreed. The Purchaser shall be responsible for fulfilling all associated export control requirements, including the provision of export classification information and all necessary licences and related documentation. Should the delivery of PFE/PFI or the fulfilment of the Purchaser's responsibilities be delayed or there is a defect or non-conformity, the project schedule shall be changed accordingly, and Patria shall not be responsible for any damages resulting therefrom. In addition, Patria shall be entitled to receive compensation from the Purchaser for additional costs or damage incurred.
- 6.2 PFI related to the Agreement may include interface documentation, technical description, specification or other information/support that is needed to support Patria's work and is application-specific or only accessible through the Purchaser. PFI and delivery schedule for PFI shall be agreed between the Parties in detail in writing.
- 6.3 Patria shall not be responsible for the correctness, performance, or functionalities of any PFE or PFI or potential limitations to the Products or Services resulting therefrom.
- ### 7. DELIVERY
- 7.1 Delivery shall take place on the dates agreed between the Parties. The delivery time is always subject to receiving all necessary export licences in due time.
- 7.2 The delivery time shall be deemed to be met upon the timely delivery of the Deliverables in accordance with the agreed delivery terms (INCOTERMS 2020). Patria may perform partial deliveries and render partial Services if they do not unreasonably affect the deliveries. Any associated Services which, by their nature or as specified in the Agreement, are to be performed after delivery of the Product, shall not prevent the delivery.
- 7.3 The risk of loss or damage to the Deliverables shall be passed to the Purchaser according to the agreed delivery term, which is, unless otherwise agreed between the Parties, FCA Patria's location in accordance with INCOTERMS 2020.
- 7.4 The Purchaser shall be deemed to have accepted the Products delivered and Services performed by Patria as being in accordance with the Agreement, unless the Purchaser has notified Patria of any non-conformity within five (5) Days following the delivery.
- 7.5 The title to the Products, with the exception of software relating thereto, shall be passed to the Purchaser upon full and unconditional payment of the total price of the Products.
- 7.6 If required by Patria, the Purchaser shall provide insurance for Patria's benefit to protect Patria's interest against loss of damage until all amounts due have been paid in full. The Purchaser shall not encumber or permit others to encumber the Products in any manner before the title to the Products has been passed to the Purchaser.
- ### 8. DELAY
- 8.1 If Patria finds that it will not be able to meet the agreed delivery time, it will notify the Purchaser as soon as possible, state the reason for the delay and, if possible, the time when delivery can be expected.
- 8.2 If a delay is caused by Force Majeure, or by an act or omission of the Purchaser or any third party, or if a delivery from a sub-contractor is delayed or if the Products or Services do not, due to circumstances that cannot be considered as gross negligence by Patria, meet agreed specifications, the time for delivery shall be extended by a reasonable period. The time for delivery shall be extended even if the reason for delay occurs after the original time for delivery.
- 8.3 If the Purchaser anticipates that it will fail to comply with its responsibilities so that activities and performance cannot be commenced as agreed due to reasons attributable to the Purchaser, the Purchaser shall, as soon as possible, notify Patria in writing and state the reason and the time when the Purchaser anticipates that performance could commence. Patria may, by notice, require the Purchaser to set a final reasonable time when performance should commence. Any additional costs related to such delay shall be borne by the Purchaser.
- 8.4 If Patria is not entitled to extension of delivery as specified in clause 8.2, and Patria's delay exceeds 30 (thirty) Days, then, the Purchaser is entitled to liquidated damages at a rate of point twenty-five (0.25) per cent of the value of the delayed part of the delivery for each additional completed week of delay. The liquidated damages shall not exceed five (5) per cent of the value of the delayed part of the delivery.
- 8.5 The liquidated damages become due thirty (30) Days after Patria's receipt of the Purchaser's written demand, but not before the delivery has been completed. The Purchaser loses its right if it has not presented its claim in writing within thirty (30) Days after delivery should have taken place. Liquidated damages shall be the Purchaser's sole and exclusive financial remedy for Patria's delays.

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9. TERMS OF PAYMENT

- 9.1 Patria shall invoice for the Products upon delivery and for the Services following their performance. The Purchaser shall pay invoices within 30 Days from the date of invoice.
- 9.2 Payments shall be made in full without any deductions, counterclaims or set-off. All bank charges shall be paid by the Purchaser.
- 9.3 Patria is entitled to charge statutory interest on delayed payments in accordance with applicable law. In addition, Patria may, fourteen (14) Days after having notified the Purchaser in writing, suspend its performance under the Agreement until payment is received.
- 9.4 If the Purchaser fails to fulfil its payment obligations by the due date indicated in Patria's invoice, Patria may require full or partial payment as a condition prior to commencing or continuing Services or prior to shipping Equipment. Discontinuation of the Services on account of Purchaser not fulfilling its payment obligations shall not release Purchaser from its obligation to pay the full amount to which it would be entitled if the order would have been carried out fully. Patria shall be entitled to retain the Equipment on the account and at the risk of Purchaser until its claim has been properly paid or until in Patria's opinion proper security has been furnished. In addition, Patria shall have the right of pledge on the Equipment and all (other) property belonging to Purchaser as security against all claims on Purchaser arising from Patria's Services or otherwise. If in relation to any claim no payment has been made or proper security has been furnished within 30 (thirty) Days after request or if the Equipment has not been removed from Patria's premises within 2 (two) months after Patria has summoned Purchaser to remove it, Patria shall be entitled to sell the Equipment. Any balance remaining after proceeds have been applied to eliminate the full amount due to Patria, including costs, interest and damages, shall be paid to Purchaser forthwith.

10. WARRANTY

10.1 Repair and overhaul service

- 10.1.1 REPAIR: Patria warrants that the Services performed hereunder will be free from defects in workmanship. This warranty will apply to the Equipment for the period of 6 (six) months from the date of redelivery. The warranty on third party parts and materials will be the warranty as stipulated by Patria's suppliers. This warranty is limited to the parts previously replaced and labour is limited to the area previously serviced.
- 10.1.2 OVERHAUL: Patria warrants that the Services performed hereunder will be free from defects in workmanship. This warranty will apply to the Equipment for the period of 12 (twelve) months from the date of redelivery. The warranty on third party parts and materials will be the warranty as stipulated by Patria's suppliers. This warranty is limited to the parts previously replaced and labour is fully covered.
- 10.1.3 BENCH CHECK/NO FAULT FOUND: No warranties will be accepted on bench checks, no fault found or recertification.
- 10.1.4 TEST EQUIPMENT AND TOOLING: Warranty is limited to 30 (thirty) Days.
- 10.1.5 If a defect in Patria's performance of Services under this warranty directly causes damage to the Equipment being serviced, Patria will restore the Equipment so damaged to the

condition it was in at the time the damage occurred. Such restoration will be by replacement or repair at Patria's expense and option at Patria's facilities at Didam, the Netherlands, or such other location as Patria may agree.

- 10.1.6 Patria's warranty obligation for Services performed is subject to the following conditions:
- 10.1.7 The warranted Equipment has been used under normal operating conditions as established by the Original Equipment Manufacturer, has not been subject to misuse, neglect, accident or ingestion of foreign material and has not been repaired or altered by anyone other than Patria.
- 10.1.8 The Purchaser shall notify Patria in writing within 30 (thirty) Days of the discovery of the malfunction and within the warranty period, whichever is earlier, of any warranty claim and the basis for such a claim.
- 10.1.9 The Purchaser will ship, at its own expense and risk, the warranted Equipment to and from Patria's facility at Didam, the Netherlands, or any such repair facility as mutual agreed upon by both Parties in writing.
- 10.1.10 The obligations set forth above and the obligations and liabilities of Patria there under are expressly in lieu of the serviced Equipment and Purchaser hereby waives and releases Patria from any and all other warranties, agreements, guarantees, conditions, duties, obligations, remedies or liabilities, express or implied, arising by law or otherwise, including without limitation any warranty of merchantability and performance hereunder and Purchaser agrees that Patria will not be liable for any damage or loss (including, but not limited to, consequential damages) suffered by Purchaser, directly or indirectly, whether in tort or contract, arising out of or in connection with Patria's performance under this Agreement. No agreement or understanding varying, altering or extending Patria's liability hereunder will be binding on Patria unless in writing and signed by Purchaser's and Patria's duly authorized officers or representatives.
- 10.1.11 In no event will Patria's liability under this warranty exceed the price actually paid to Patria by Purchaser for the Services hereunder.

10.2 New products

- 10.2.1 Patria warrants that the Products are free from defects in design, engineering, materials and workmanship under normal use, maintenance and handling, and shall comply with the specifications set forth in the Agreement for the warranty period specified in this clause 10.2. Patria undertakes to repair or, at its own discretion, replace the defective Products at its own expense during the warranty period.
- 10.2.2 If the Products include software, Patria undertakes to remedy or replace those errors, defects or bugs, which substantially affect the use of the Product. Warranty for sublicensed software is limited to the warranties given, if any, by the providers of the sublicensed software.
- 10.2.3 Unless otherwise agreed, Patria shall provide a limited warranty of twelve (12) months beginning from the date of delivery. PFE and PFI, if any, are explicitly excluded from the warranty obligation.
- 10.2.4 The Purchaser shall, without undue delay, notify Patria in writing of any defect that appears in the Products. The notice shall contain a detailed description of the defect. On receipt of

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the defect notice, Patria shall initiate corrective actions without undue delay.

- 10.2.5 Repairs are carried out at a location which is subject to Patria's own decision. If repairs are carried out at the Purchaser's premises, the Purchaser shall provide appropriate premises and equipment free of charge, provided that this will not unreasonably interfere with the Purchaser's regular operations. If Patria decides that the Product or defective part shall be returned to Patria, then transportation from the Purchaser shall be at the risk and expense of the Purchaser and the return transportation to the Purchaser shall be at the risk and expense of Patria.
- 10.2.6 The Purchaser shall, at its own expense, arrange for dismantling and re-assembly of the Products, if this is necessary for work performed under the warranty. Patria shall have no liability for the costs of dismantling, re-assembly and re-installation of any parts affected under this warranty. These costs shall be borne by the Purchaser or reimbursed to Patria on presentation of its invoice.
- 10.2.7 Defective Products that have been replaced shall be made available to Patria for six (6) months at the Purchaser's premises and shall be Patria's property. After this period, the Purchaser may dispose of such defective Products.
- 10.3 Patria's warranty shall not cover, and Patria shall not be liable for:
- (i) regular wear and tear;
 - (ii) defect caused by material or goods attached or installed by the Purchaser after delivery;
 - (iii) defect resulting from the Purchaser's incorrect installation, misuse, negligent maintenance, improper storage or alterations carried out without Patria's prior written consent;
 - (iv) performing work under the terms of the warranty in areas of war, civil unrest or similar exceptional conditions.
- 10.4 The Parties acknowledge that the above list of matters not included in Patria's warranty shall not be considered to be exhaustive.
- 10.5 If Patria is requested to remedy a defect outside the Purchaser's country or the Netherlands, then the Parties shall make a separate written agreement regarding such activities, including compensation of additional costs to Patria and other relevant special conditions.
- 10.6 This warranty specified herein represents Patria's sole and exclusive warranties and remedies provided. Any and all other warranty conditions, whether express, implied, statutory or contractual, shall be excluded.

11. FORCE MAJEURE

- 11.1 A Party shall not be liable for delay and damage caused by an impediment beyond the Party's control and which the Party could not have reasonably taken account of at the time of conclusion of the Agreement and the consequences of which the Party could not have reasonably avoided or overcome (hereinafter "Force Majeure Event"). Such Force Majeure Events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, epidemic, government actions, interruptions in general traffic, data communication or supply of electricity, general shortage of goods, absence or withdrawal of import or export licences, industry-level strike, lockout, boycott or other

similar industrial action. An industry-level strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a Force Majeure Event when the Party concerned is the target or a party to such an action.

- 11.2 A Force Majeure Event suffered by a subcontractor of a Party shall also be considered a Force Majeure Event in relation to the Party if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.
- 11.3 Each Party, without delay, shall inform the other Party in writing of a Force Majeure Event and the termination of the Force Majeure Event.
- 11.4 If a Force Majeure Event results in delay or non-performance of a Party for a period of six (6) months or longer, then either Party shall have the right to terminate the Agreement.

12. CONFIDENTIALITY

- 12.1 This clause 12 shall apply if and to the extent it does not contradict the provisions of any applicable confidentiality agreement or similar agreement between the Parties.
- 12.2 All information and material supplied by either Party to the other (hereinafter "Confidential Information") shall be confidential and the sole property of the disclosing Party, excluding confidential information proven to have been public knowledge or information disclosed to the receiving Party by a third party without any breach of confidentiality.
- 12.3 Neither Party shall copy or disclose to a third party the Confidential Information it receives from the other Party or use the Confidential Information for any purpose other than that for which the Confidential Information was originally provided without prior written consent of the other Party. However, Patria shall be entitled to disclose Confidential Information to other companies within the Patria Group on the condition that Patria shall be liable to ensure that such companies comply with the same obligation of confidentiality.
- 12.4 The Purchaser is required to destroy the Confidential Information disclosed by Patria to the Purchaser (i) if so requested by Patria or (ii) in any event no later than when the information is no longer necessary in view of complying with the Agreement.
- 12.5 The confidentiality undertaking set forth in this clause 12 shall survive any termination or expiry of the Agreement.

13. INTELLECTUAL PROPERTY

- 13.1 All intellectual property rights, including but not limited to rights related to models, design, inventions, patents, patent applications, trademarks, brand names, trade secrets, know-how and copyrights (hereinafter "Intellectual Property Rights") related to the Deliverables existing before the effective date of the Agreement or generated during performance of obligations under the Agreement, shall be the sole property of Patria and exclusively retained at Patria, its affiliated companies and sub-suppliers, as the case may be. Patria shall also own all improvements or updates to the Deliverables. Nothing in the Agreement shall be deemed to constitute a transfer of ownership of the Intellectual Property Rights in any Deliverables to the Purchaser.
- 13.2 Patria grants to the Purchaser a royalty-free, irrevocable, worldwide, non-transferable, perpetual, non-exclusive licence to use the Intellectual Property Rights related to the Deliverables

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to the extent necessary for the performance of the Agreement and in order to use, maintain, modify, integrate, adapt, and dispose of the Deliverables in compliance with the Agreement.

- 13.3 The Purchaser agrees not to register, nor to have registered, any patents, design patents, trademarks, trade names or logotypes of Patria or third parties that the Purchaser may have access to during the performance of the Agreement.
- 13.4 If the Deliverables include software, Patria grants the Purchaser a non-exclusive licence to use the software only in conjunction with the Deliverable. Any other use shall not be permitted. The Purchaser agrees that the title to the software shall remain with Patria and its third-party suppliers and subcontractors, if any. The Purchaser shall not use, copy, modify, distribute or sublicense the software except as expressly permitted in the Agreement. The Purchaser may copy the software for back-up purposes in connection with the use of the Deliverables.
- 13.5 The Purchaser shall respect Patria's Intellectual Property Rights and shall not reverse engineer, decompile or extract any element of and/or discover any source code, algorithms, architectures, processes, techniques or methods contained in the Deliverables in whole or in part. Furthermore, the Purchaser shall not contest Patria's Intellectual Property Rights and shall not remove any copyright notices or other proprietary rights notices of Patria contained in any Deliverable.

14. USE OF DATA

- 14.1 Data refers to information that a Party has received or will receive based on the Agreement and that is generated by or in connection with use of the Product or Service supplied by Patria, or a combination thereof.
- 14.2 Upon Patria's request, the Purchaser undertakes to provide to Patria the Data generated under the performance of the Agreement. Patria may use the provided and collected Data together with interface data solely for the purpose of Product and Service support and development.
- 14.3 Use of Data shall include, without limitation, collecting, recording, copying, combining, compiling, structuring, amending, analysing, comparing, utilising or assigning the Data either as such or in connection with other information. Patria's use of the Data takes place at its own risk related to the activities undertaken by Patria.
- 14.4 The Parties may separately agree upon additional terms and conditions concerning the use of Data. Said additional terms and conditions shall be agreed upon in writing.
- 14.5 It is understood that Data may need to be shared through appropriate tools that Patria makes available, in accordance with export control regulations.

15. PERSONAL DATA PROTECTION

- 15.1 It is assumed that, under the Agreement, Patria will not process any personal data of the Purchaser in the position of Processor as defined in Article 28 of the European Union General Data Protection Regulation (hereinafter "GDPR"). If, however, and to the extent the Agreement may involve processing of personal data by either Party, that Party shall at all times comply with applicable laws and regulations, including GDPR.
- 15.2 If, contrary to the above assumption, the Agreement were to involve processing of personal data, the Parties agree to enter into negotiations to determine appropriate measures and

conclude a separate data processing agreement to ensure appropriate protection of personal data, if necessary.

16. LIMITATION OF LIABILITY

- 16.1 Notwithstanding anything set forth in the Agreement, and except in case of wilful misconduct or gross negligence of Patria, the total aggregate liability of Patria (including but not limited to damages, losses, penalties and liquidated damages) under the Agreement shall not exceed (i) the total amount of payments received from the Purchaser at the time of the claim or (ii) 20% of the total Agreement price, whichever amount is lower.
- 16.2 Notwithstanding anything set forth in the Agreement, and except in case of wilful misconduct or gross negligence of Patria, Patria shall not be liable for any indirect or consequential damages, including but not limited to loss of production, revenue, profits, business or goodwill.

17. COMPLIANCE

17.1 General

- 17.1.1 The Parties agree to abide by sound business practices and legislation, regulations and other stipulations applicable to the delivery, and to otherwise act in line with acceptable ethical practices. These include antitrust and competition legislation, such as the ban on acquiring confidential information from third parties through inappropriate means and the ban on the illegal use or assignment of third-party confidential information, and legislation related to the company's operations, such as legislation related to administration, product security and liability, occupational health and security, labour, environment, human rights, privacy, and equal opportunities. The Purchaser undertakes to observe the principles set out in Patria's Ethical Code of Conduct (<https://www.patriagroup.com/about-us/ethical-code-of-conduct>), which is incorporated into this Agreement by reference.
- 17.1.2 The Purchaser acknowledges that any breach or anticipated breach of this clause 18 may result in Patria's termination of the Agreement.
- 17.2 Good Business Practice and Anti-bribery
 - 17.2.1 The Parties represent and warrant that they shall not act or fail to act in a way that gives rise to a breach of any applicable national anti-corruption laws or other legal instruments such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
 - 17.2.2 The Parties represent and warrant that they shall not offer, promise, pay, give, or authorise (tacitly or otherwise) any financial or other advantage to or receive any such advantage from
 - (i) any person in order to induce that person improperly to perform a function or activity in connection with a business or organisation, a person's employment, or a public function; or
 - (ii) any Official to influence that Official in connection with obtaining business, a business advantage or any other advantage.
 - 17.2.3 The Parties shall maintain adequate procedures designed to prevent any employee or any other person for whom they are responsible from undertaking the activities described in the above clause. The Parties shall immediately report any

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breach of this clause to each other in writing. For the purpose of this clause, "Official" means:

- (i) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory;
- (ii) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and
- (iii) an official or agent of a public international organisation.

17.2.4 Any breach of the obligations specified in this clause shall be considered a breach of this Agreement, which entitles the non-breaching Party to terminate the Agreement.

17.3 Transfer and Export Licences

17.3.1 The Parties acknowledge that export control regulations may apply and that deliveries under the Agreement and provision of export-controlled information, hardware, software or service, are conditional upon all relevant import and/or export licences being granted by the competent authorities in all countries concerned, including, where applicable, from the authorities of the United States of America.

17.3.2 The Purchaser shall ensure that, upon request by Patria, it shall provide Patria with reasonable assistance and provide export classification information, licences and all related documentation in a timely manner to facilitate, inter alia, the obtainment of any applicable transit, export and import licences or any other authorisation, as well as to support other internal analysis and requests for authorities. Upon request by Patria, the Purchaser shall undertake to confirm the receipt of the equipment, technology, software, knowledge and/or services.

17.3.3 The Parties acknowledge that the issuance of necessary licences, approvals or authorisations may be at the sole discretion of the relevant governmental authorities. In case any transfer or export licences, or similar authorisations referred to in this clause are delayed, denied, or cancelled, Patria shall notify the Purchaser without delay. In this case, Patria shall be entitled to a corresponding extension of the delivery time under the Agreement or terminate the Agreement under the Force Majeure clause.

18. TRADE SANCTIONS

18.1 With regard to the fulfilment of the Agreement, the Purchaser and Patria acknowledge that the provision of Deliverables in respect of this Agreement may be subject to applicable present or future national or international export control and sanctions laws and regulations concerning import, export or re-export of services, supplies and/or information. Each of the Parties agrees:

- (i) to strictly comply with all such applicable export control and sanctions laws and regulations. As such, each of the Parties warrant and undertake that they will not import, export, re-export, or otherwise provide either directly or indirectly, in part or in full, any services, supplies and/or information in respect of the Agreement without complying in all respects with such applicable export control and sanctions laws and regulations as well as any related governmental instructions, licences or requirements, including, without limitation, sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of

Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the EU and any EU member states (jointly "Sanctions and Export Control Laws");

- (ii) to comply with the requirements of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended from time to time, regardless of their presence or establishment within the jurisdiction of the European Union;
- (iii) not to directly or indirectly sell, supply, transfer, export or re-export goods and technology supplied under or in connection to this Agreement to any natural or legal person, entity or body in Russia or for use in Russia;
- (iv) not to transit via the territory of Russia the aforementioned goods and technology. Any breach of subclause (ii)- (iv) must be reported without undue delay to Patria Compliance Department for disclosure to the relevant EU authorities;
- (v) to make reasonable efforts to obtain any necessary licences, approvals or authorisations from the relevant governmental authorities; and
- (vi) to not take any action that could cause any party to be in breach of or suffer any adverse consequences arising from any sanctions and export control laws, including, without limitation, making any item available for the benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person or otherwise subject to sanctions (jointly "Sanctions Targets") and/or not covered under appropriate licences.

18.2 Patria shall have the right to suspend performance of its obligations under the Agreement and the right to terminate the Agreement with immediate effect and without any liability, if:

- (i) in its reasonable judgement, circumstances exist that could result in breach of the undertaking in clause 19.1;
- (ii) the Purchaser becomes a Sanctions Target;
- (iii) any bank refuses to process any payment under the Agreement.

18.3 The Purchaser shall indemnify Patria from any claims, damages, losses, costs and expenses suffered or incurred by Patria resulting from:

- (i) the Purchaser's breach of the undertakings in clause 19.1; and
- (ii) Patria's suspension of its obligations or the termination of the Agreement pursuant to clause 19.2.

19. TERMINATION

19.1 Patria reserves the right in its sole discretion to cancel any purchase order or terminate the Agreement with immediate effect and without the obligation to pay any compensation to the Purchaser if:

- (i) the Purchaser's payment is delayed for more than sixty (60) Days;
- (ii) the Purchaser wishes to change the scope of Deliverables to an extent that Patria no longer has an interest to perform the Agreement;

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- (iii) there is a breach of the Agreement by the Purchaser which the Purchaser has not rectified within 30 Days from a written notice thereof from Patria;
- (iv) the Purchaser commits a breach of clauses 18.1 or 18.2;
- (v) circumstances set forth in clause 19.2 exist;
- (vi) there is a direct or indirect change of ownership of the Purchaser or if any agreements are entered into whereby control over a substantial portion of the Purchaser's operations passes or will pass over into the hands of an entity that is Patria's competitor; or
- (vii) the Purchaser is declared bankrupt, files for bankruptcy, goes or is put into liquidation or if a receiver is appointed over its assets or if an administration order is made to this effect.

19.2 In case Patria cancels any purchase order or terminates the Agreement under clause 20.1, then Patria shall be entitled to receive full compensation for any damage and loss, including but not limited to payment for all deliveries and unfinished Deliverables as well as reasonable compensation for all costs which Patria has incurred because of work performed preceding the time of termination.

20. ASSIGNMENT

Neither Party shall assign or transfer the Agreement in whole or in part to any third party without prior written consent of the other Party, which shall not be unreasonably withheld or delayed. However, Patria shall have the right to assign the Agreement to any of its affiliates in connection with an internal reorganisation.

21. APPLICABLE LAW AND DISPUTE SETTLEMENT

21.1 The Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands, excluding its choice of law provisions. The application of the United Nations Convention on the International Sale of Goods (CISG) is expressly excluded.

21.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce. The number of arbitrators shall be one (1) and the seat of arbitrations shall be in the Hague, the Netherlands. The language of the arbitration shall be English.