

**GLOBAL FRAME AGREEMENT**

between

**RENAULT TRUCKS Defense and VOP CZ**

(VOP Agreement No. S117/18)

This Global Frame Agreement (the "Agreement") is entered into on April 3<sup>rd</sup>, 2018 between:

**RENAULT TRUCKS Defense**, a French incorporated company, [REDACTED]  
[REDACTED] whose registered office is at 15 bis Allée des Marronniers - Camp de Satory  
- 78000 Versailles - France, registered at the Trade and Company Register of Versailles under  
n° 662 043 405, [REDACTED]

Hereinafter called "**RTD**", on the one hand

and

**VOP CZ, s.p.**, a state company incorporated and validly existing under the laws of the Czech  
Republic with its registered address at Dukelská 102, 742 42 Šenov u Nového Jičína, Czech  
Republic, ID. No.: 000 00 493, [REDACTED]  
[REDACTED]

Hereinafter called "**VOP**", on the other hand

The above parties are individually referred to as a "**Party**" and collectively as the "**Parties**".

#### WHEREAS:

RTD is engaged in the design and manufacture of a complete range of tactical, logistics, armored and non-armored wheeled vehicles and drivelines capable to meet different needs such as military forces among others, as well as their sale and after-sales all over the world, directly or indirectly through an international network.

VOP is a company that specializes in the field of military equipment engineering, production and development.

During the last few months, the Parties have explored the opportunity of making business between them. They have finally agreed to cooperate in the field of development, sale, modernization and after sale of military vehicles.

At this stage, the Parties wish to clarify the global frame of their cooperation.

NOW THEREFORE, the Parties agree as follows.

## 1. Purpose of this Agreement

The purpose of this Agreement is to agree upon the specific and general conditions which will apply to each and every specific agreement concluded pursuant to this global agreement (the “Specific Agreements”).

## 2. Specific conditions applicable to the Specific Agreements

### 2.1. Development contracts

The Parties may decide to cooperate on the development of a new military vehicle or system.

In such case they will enter into development contracts which will contain the following specific provisions:

- description of the vehicle or system to be developed;
- role of the Parties: the contract will describe what role is assigned to each party to the development contract and notably what party will be the design authority and in charge of producing the technical specification.
- planning: the parties shall agree on a planning during which the subject matter shall be developed.
- project general organization: each Party shall appoint a working group in charge of developing the subject matter, a project management team in charge of the follow up of the working groups and a steering committee in charge of the strategic orientations to be given on the key issues.
- Industrialization, marketing and sale of the subject matter: the parties shall provide the conditions under which the subject matter shall be industrialized, promoted and sold to the customers.
- Costs and expenses: [REDACTED]
- Intellectual property rights (“IPR”): the parties shall fix the rules between them depending on the subject matter, how the Party intends to share the IPR arising out of the subject matter, each Party keeping the IPR on all development preceding the cooperation or developed outside of it.
- Term and termination: the Parties shall provide the term for the cooperation and what event may lead to a prior termination and what are the consequences of such a termination.

Depending on the subject matter, the Parties may decide to amend, remove some or add other specific conditions.

## 2.2. Sale contracts

In case VOP shall purchase products from RTD and RTD shall purchase products from VOP, the following specific conditions shall be agreed upon:

- object of the contract: the Parties shall first specify what product is sold, with or without spares and the exact scope of the contract,
- delivery conditions: the Parties shall agree on the planning for the delivery and the point of delivery,
- acceptance: the Parties shall agree upon the conditions for the acceptance of the product,
- price and payment conditions: the Parties shall agree upon the price and specify the applicable Incoterm 2010 and the payment terms,
- coming into force: the Parties shall agree on the conditions upon which the contract shall come into force,
- intellectual property rights: the seller shall remain sole owner of all IPR unless agreed otherwise,
- warranty: The seller guarantees that the product delivered to the purchaser will, at the moment of delivery, be new, free from defects in design, material and workmanship.

The seller shall guarantee the purchaser for the good performance of the product delivered for a period of twenty-four (24) months from the date of the acceptance of the product.

The warranty is subject to the product being stored, maintained, commissioned and operated in accordance with written instructions to be provided by seller.

The seller will be informed by the purchaser of a default and will have access to the defective part in order to analyse it so that the seller be in capacity to confirm the nature of the default and whether or not it enters into the warranty scope.

If the default enters into the warranty obligation, the seller, at its option, will repair or replace or intervene on the customer' site free of charge any defective parts or subassemblies and will return these to the purchaser within a period of thirty (30) calendar days as of the receipt by the seller of these parts or subassemblies, without charge to the purchaser. The seller shall bear intervention costs and carriage costs including insurances.

If a defect appears, that is acknowledged to be of a systematic nature and attributable to the seller, or that prevents the product from satisfying the technical specification or that could present a danger to personal safety, the seller agrees to study at its costs any necessary modification and also to modify at its costs the product in progress and the product delivered as of the identification of the defect.

The items or elements repaired, exchanged or reworked under the warranty will, as of the date of the repair, exchange or reworking, benefit from the remaining warranty period increased by the duration of the immobilisation for repair, exchange or reworking.

- processing of obsolescence: the seller agrees for a period of ten (10) years to inform the purchaser, as soon as the seller becomes aware, of the withdrawal from the market of any of the elements or spares used for the manufacture of the product supplied by the seller under this contract.

The seller agrees, for this period, to manage, for all of the components, assemblies and subassemblies used in the production of the product, the obsolescence status, enabling the qualification of the forecast or known obsolescence level of these components, assemblies and subassemblies.

Depending on the subject matter, the Parties may decide to amend, remove some or add other specific conditions.

### 2.3 Transfer of technology

In case of transfer of technology, the Parties will conclude a license agreement which shall contain following specific conditions:

- scope of license: the Parties will specify the scope of technology licensed, and the rights conveyed through the license (manufacturing and/or commercialization) and the territory for which the rights are conveyed.
- marking Label: the Parties will specify under what trademark, logo and trade name the licensed product/technology shall be manufactured and/or sold.
- services: the Parties will agree upon the technical training to be provided by the licensor to the licensee and what technical supervision from the licensor shall be needed for the licensee to implement the right conveyed through the license.
- price, payment terms, tax: the Parties will agree upon the royalty fee and terms of payment as consideration for the license, the deliverables, the services stipulated in the license agreement. Each Party shall be responsible for all taxes arising out of or otherwise in connection with the execution and performance of the license.

- right to audit: a right to audit accounting books and invoices and accompanying documentation of the licensee related to the marketing and sales of the licensed product shall be given to the licensor in order to verify whether the sales information provided by the licensee is accurate.
- compulsory modifications: the licensor undertakes to notify such compulsory modification to the licensee and shall provide the licensee, as soon as practicable and at no charge.
- Improvements: the licensor agrees that the licensee shall be free to explore and make any improvement to any licensed product at its own costs and responsibilities, being understood that the licensor shall not be held responsible from any consequences arising from the improvements made by the licensee.
- Quality assurance: the licensee shall set up a specific quality assurance organization and carry out the verification and acceptance tests of the licensed products of which the production is managed by the licensee. The organization will comply with the specific requirements of the internationally recognized quality assurance standards.
- Intellectual Property Rights: the licensor IPRs shall remain the property of licensor. The manufacturing data package (“MDP”) shall be used by the licensee exclusively and in connection with the licensed products. The licensee is not entitled without the written approval of licensor to convey such MDP to any third party. Furthermore, the licensee shall take all necessary precautions to prevent the utilization of any MDP by his staff to the detriment of licensor's interest.
- Term: the Parties shall agree on the effective date and expiration date of the Specific Agreement.

Depending on the subject matter, the Parties may decide to amend, remove some or add other specific conditions.

#### 2.4 Service support & workshop agreement

In case RTD and VOP agree that VOP shall service in its workshops one or more products sold by RTD, the Parties shall conclude a service support agreement which shall contain the following specific provisions:

- scope: the Parties shall specify what RTD product shall be serviced by VOP
- spares: RTD shall provide a price list to VOP for the genuine parts and accessories subject to revision by RTD.  
Genuine parts and accessories remain RTD's ownership until fully paid.
- delivery: shall be according to incoterm FCA France (Incoterm 2010). Special packaging required by VOP must form the subject of a specific request and shall be subject to an extra charge.

- formalities: VOP shall take the necessary steps, and sign, stamp and deliver the necessary certificates and documents to collect the genuine parts/accessories and/or have it registered with the authority(ties) concerned in due time. RTD shall provide necessary assistance required by the Repairer to collect certificates and documents mentioned above.
- method of payment: shall be by bank transfer.
- Warranty: Warranty conditions including warranty periods will be specified in detail in the Specific Agreement.
- Term: the Parties shall agree on the effective date and expiration date of the Specific Agreement.
- Intellectual property rights: RTD shall remain sole owner of all its IPR on the parts/accessories.
- After sales work:

#### Service and repair work

VOP shall purchase and maintain an adequate inventory of RTD's current technical materials and samples ("Technical Materials") and shall use such Technical Materials in an efficient and effective manner to maintain the products.

The Technical Materials are, but not limited to those listed hereafter:

- spare parts catalogue,
- repair methods manual, time manual and technical data sheets,
- tooling manual,
- warranty guide
- bodybuilder information

#### Warranty work and service work:

Regardless of where a customer has purchased a product, VOP will promptly and efficiently (i) carry out service and repair work, (ii) handle any claim made under and in accordance with RTD's warranty guide and (iii) provide free servicing and conduct vehicle recall campaigns in accordance with RTD's instructions. RTD will reimburse VOP in respect of work under (ii) and (iii) in accordance with rates agreed upon between the Parties, as long as the warranty claims have been approved by RTD.

For all service and repair work carried out, whether covered by warranty or not, VOP shall use only genuine parts/accessories in accordance with the instructions provided by RTD.



#### Logistics:

VOP shall keep in stock such volumes of genuine parts/accessories that are sufficient to meet the level of customer satisfaction as set out herein. The level of stock shall be determined by the Parties.

VOP shall not sell genuine parts/accessories to any re-seller other than to the sub-repairer appointed by VOP and agreed by RTD.

Depending on the subject matter, the Parties may decide to amend, remove some or add other specific conditions

### 2.5 Other Specific Agreements

Depending on their needs under this Agreement, the Parties may also enter in other type of contract as the ones listed here. The Parties agree to negotiate those specific contracts in good faith. The provisions shall be adjusted to the context at stake.

The Parties agree to take into consideration the provisions governing the contracts with their final customers when negotiating between them the Specific Agreements.

## **3. General conditions applicable to the Specific Agreements**

Unless otherwise agreed between by the Parties, the following general conditions will apply to the Specific Agreements. Depending on the subject matter, the Parties may also decide to amend, remove some or add other general conditions.

### 3.1. Export control

Each Party will provide the other Party with all information as reasonably required to assess the export and re-export restrictions affecting the products, services and transfer of technology contemplated under each agreement, in accordance with national and international regulations related to the verification of the final destination. Each Party guarantees the other Party comprehensiveness and the accuracy of the information forwarded and agrees to supply updates to the other Party as soon as these become available.

In this case, each Party will forward to the other Party all information as reasonably required in connection with obtaining and maintaining export and re-export licences according to the applicable regulations.

If one Party communicates incomplete or erroneous information, leading to unexpected constraints for exports and/or re-exports, the defaulting party shall bear the



costs incurred for the modifications which need to be made to the product and/or the services or transfer of technology in order to make them exportable.

The Parties will not be held liable in case the relevant authorizations are not granted on time by the relevant authorities or not granted at all.

### 3.2. Force Majeure

“Force Majeure“ shall mean any event, circumstance or combination of events and/or circumstances which are reasonably enforceable, the occurrence and consequences of which cannot be reasonably avoided and cannot be overcome, and which prevent total or partial performance of any Agreement by any Party. Such events shall include acts of God, earthquakes, typhoons, flood, drought, fire, war, failures of international or domestic transportation, epidemics, civil disturbances, strikes and any other instances which cannot be foreseen, avoided, nor overcome, including instances which are accepted as Force Majeure in general international commercial practice.

If an event of Force Majeure occurs, the Party’s obligations under the Agreement affected by such an event shall be suspended for the duration of such event.

The Party claiming Force Majeure shall promptly inform the other Party in writing and shall furnish to the other Party within fifteen (15) business days thereafter appropriate evidence of the occurrence and duration or expected duration of such Force Majeure event. The Parties will define by mutual agreement the ways and means to overcome such event and at least to minimize its effects.

### 3.3. Termination

#### 3.3.1 Termination other than for Breach

Without prejudice to its other rights and remedies as provided under the Specific Agreement and applicable Laws, any Party may terminate a Specific Agreement without liability by (i) a 30-business day prior written notice with registered letter to the other Party or (ii) at any time after the occurrence of any of the following events:

- a) a Force Majeure has occurred and has materially and adversely affected the performance of this Agreement, which has lasted for a period of more than three months;
- b) the other Party becomes bankrupt, or is the subject of proceedings for liquidation or dissolution; or
- c) the business license or any other license, certificate, permit or similar document or any renewal thereof is terminated, cancelled or revoked in accordance with applicable laws, without which the other Party cannot carry out its normal operation.

### 3.3.2 Termination for Breach

Either Party shall have the right to terminate a Specific Agreement if the other Party materially breaches the provisions or conditions of the Specific Agreement (“Material Breach”). The Party in breach shall be notified in written form with registered letter by the other Party and the Party in breach shall have 30 days to rectify such breach. If the Party in breach fails to rectify the breach, the other Party shall have the right to terminate the Specific Agreement by serving the Party in breach a 30-day written notice.

### 3.3.3 Consequences of termination

If a Specific Agreement is terminated for Material Breach, the Party in breach shall (i) cease the use of the IPR, (ii) return to the non-breaching Party all copies of all documents, data, or written or graphic materials embodying information received in the frame of the Specific Contract. The defaulting Party shall make available to the other Party the tools, the stocks, and product finished or in progress already paid by the purchaser.

The termination for default of the Seller is without prejudice to the application of liquidated damages for late delivery or any damages that may be due by the defaulting Party.

## 3.4. Indemnity

Each Party shall indemnify the other Party for and against any direct damages, to the exclusion of consequential damages including any loss of profit, sales, business, brand awareness suffered or incurred by the indemnified Party, arising out of or resulting from (i) the breach of any covenant, representation or warranty made by the indemnifying Party under the Specific Agreement; or (ii) the breach of any obligation or agreement by the indemnifying Party contained under the Specific Agreement.

## 3.5. Subcontractors

Each Party shall be responsible for its scope of work under the Specific Agreements. Each Party shall be free to sub-contract certain parts of their respective scope of work. The subcontracting party shall nevertheless remain liable for any defect and damage caused by its subcontractors.

## 3.6. Confidentiality

Under the Specific Agreement, “Confidential Information” means any and all information that a Party (“Disclosing Party”) directly, indirectly, in writing, orally or otherwise discloses to another Party (“Receiving Party”) before or after the signature hereof in connection with the Specific Agreement, including any negotiation or discussion on, and

the existence and any provision of, this Specific Agreement and any information concerning the business, customers, licensors, licensees, vendors, suppliers, contractors, products, operations, plans, technologies, finance, prices, costs, trade secrets, intellectual property rights, research and development, actual or potential market opportunities and other aspects of the Disclosing Party and any Affiliate, customer, licensor, licensee, vendor, supplier and contractors of the Disclosing Party.

The Receiving Party shall not use, disclose, reproduce or make copies of any Confidential Information except to the extent necessary for its performance of this Specific Agreement, and except, as applicable, for disclosure to the relevant employees, professional advisors, subcontractors and suppliers, provided that such employees, professional advisors, subcontractors and suppliers shall keep the confidentiality of such Confidential Information in accordance with the relevant provisions of this Agreement.

Confidential Information shall not include information that:

- a) is already or becomes known to the general public, except as a result of disclosure resulting from the Receiving Party's breach, or breach by a third person as caused or permitted by the Receiving Party, of this Specific Agreement or other confidentiality obligation toward the Disclosing Party or another third person; or
- b) is or will be disclosed as required under applicable Laws (including any rule or regulations of any securities exchange or valid legal process) or otherwise to a government authority in the context of regulatory compliance, provided that the Receiving Party shall, to the extent permitted by applicable Laws and so far as it is practicable, cooperate with Disclosing Party to enable the Disclosing Party to seek an appropriate protection order or remedy and provide the Disclosing Party with prompt notice of any such requirement.

Such confidentiality obligation shall apply during the term of this Agreement and shall survive the expiration or termination of this Specific Agreement for period of 5 years.

### 3.7. Waiver

To the extent permitted by applicable Laws, any Party's failure or delay to exercise any right, power or privilege under this Specific Agreement shall not constitute a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof.

### 3.8 Severability

The provisions of this Specific Agreement are severable, and in the event that any provision of this the Specific Agreement shall be determined to be invalid or unenforceable under any applicable Law, such determination shall, to the extent permissible under applicable Law, not in any way affect the validity or enforceability of the remaining provisions of this Specific Agreement.

### 3.9 Modification

If either Party desires a modification to this Specific Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the modification, confer in good faith to determine the desirability of such modification. No modification will be effective until a written amendment is signed by the Parties.

### 3.10 Assignment

Except as otherwise provided herein, this Specific Agreement may not be assigned in whole or in part by any Party without the prior written consent of the other Party and, where applicable, the approval of the relevant government authority.

### 3.11 Expenses.

The expenses (including attorneys' fees) incurred by any Party in connection with the negotiations and signature of this Specific Agreement shall be for the sole account of the relevant Party incurring such expenses.

### 3.12 Applicable law and resolution of disputes

The Parties agree to exercise all reasonable efforts to resolve any dispute arising hereunder by negotiation.

In the event any dispute cannot be amicably resolved by the Parties, any resulting legal action shall be submitted to arbitration. The governing law shall be the substantive law of Switzerland. The arbitration shall be carried out in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Geneva, in the English language.

The award made by the arbitrators shall be final and binding on the Parties. If any Party does not perform the obligations imposed upon by the award in full, and in a timely manner, the other Party shall be entitled to seek the enforcement of the award from any competent court in any jurisdiction.

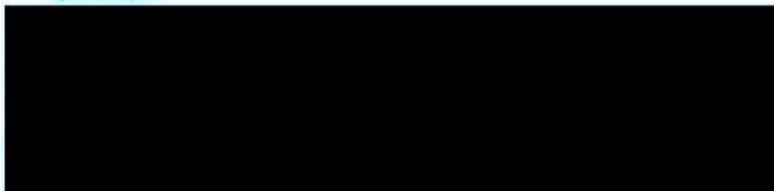
## **4. Other conditions applicable to this Global Frame Agreement**

### 4.1. Governance.

A Project Management Team ("PMT") consisting of one (1) representative for each of the Parties is established to serve as the coordinating body of the Parties to, periodically, in good faith and in a cost-effective manner prepare the negotiation of the

Specific Agreements, and, more generally foster day-to-day cooperation and liaison among RTD and VOP.

The location of such meetings shall be alternated between the offices of the Parties in Brno, Šenov u Nového Jičína and in Paris (unless otherwise agreed). Initially, the Representatives on the PMT for each Party are the following Chief Project Managers (CPM):



Any decision of the PMT shall be taken unanimously by the CPM.

The Parties respective CPMs may be accompanied by as many experts and advisors (in a reasonable number) as they deem appropriate.

Unless otherwise agreed by the Parties, meeting minutes shall be prepared by the host Party, and shall record all issues discussed and decisions made, subject to final approval of such minutes by both Parties. Such minutes are considered to be accepted by a Party if there is no objection made by such Party within seven (7) working days from its receipt of such minutes. Notwithstanding the abovementioned provision, the Parties shall make every effort to finalize and sign the minutes of meeting upon adjournment of the meeting.

The working language for exchanges of documents between the Parties shall be English. If necessary, each Party may be accompanied by an interpreter. The interpreter shall treat any information disclosed to him on a strictly confidential basis.

#### 4.2. Compliance

Each of RTD and VOP warrants that:

- neither it nor any of its employees, representatives or consultants (i) has or shall have, directly or indirectly, any agreement or arrangement to, or (ii) will, transfer anything of value or make any promise of providing anything of value to, any official, employee or representative of any third party (political or otherwise) in order to secure any improper advantage in connection with this Agreement or the Specific Agreements contemplated hereby.
- the performance of this Agreement and the Specific Agreements do not and will not contravene or constitute a breach of any judgment, agreement or arrangement to which it is a party or by which it may be bound or affected.

#### 4.3 Public disclosure - Confidentiality

The execution, existence and performance of this Agreement shall, to the extent permitted by applicable laws, be kept confidential by the Parties hereto and shall not be disclosed by either Party to any third party, including but not limited to any media releases or press statement.

Parties to this Agreement take into account and agree, that according to Act No. 340/2015 Coll. of Laws on Special Conditions for Effectiveness of Certain Contracts, Publishing of these Contracts and on Register of Contracts (Register of Contracts Act), this Agreement as well as Specific Agreements shall be published in Register of Contracts of Czech Republic. Before publishing VOP will make anonymization of each Agreement and send to RTD for approval.

A breach of the confidentiality provisions shall be a good ground for termination of the Specific Contracts.

#### 4.4 No third-party beneficiaries

This Agreement shall be for the benefit of the Parties and is not intended for the benefit of any other party.

#### 4.5 Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous agreements, negotiations, commitments, representations or understandings between the Parties in respect thereto. This Agreement may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an authorized representative or each Party hereto.

#### 4.6 Change in ownership/control

This Agreement has been entered into by RTD in consideration of VOP being a state company fully owned and controlled by the State of Czech Republic.

In case of the above mentioned ownership and/or control status of VOP changes, VOP will inform RTD immediately. RTD shall then have the right to terminate this Agreement and/or the Specific Agreements.

#### 4.7 Duration

This Agreement comes into effect at date of publishing in Registry of Contracts of Czech Republic, after being signed by both Parties. It can be terminated by any Party

by a six month written notice by registered letter. Any Specific Agreement still in force at the time of the termination notice without breach shall remain applicable until its expiration or termination by the Parties according to the provisions provided in the related Specific Agreement.

Either Party shall have the right to terminate this Agreement if the other Party materially breaches the provisions or conditions of this Agreement. The Party in breach shall be notified in written form with registered letter by the other Party and the Party in breach shall have 30 days to rectify such breach. If the Party in breach fails to rectify the breach, the other Party shall have the right to terminate this Agreement by serving the Party in breach a 30-day written notice.

A material breach under this Agreement shall also trigger a right for the non-breaching Party to terminate the Specific Agreements.

The provisions related to confidentiality and intellectual property rights shall survive the termination of this Agreement and/or the Specific Agreements.

#### 4.8. Governing law

The Parties agree to exercise all reasonable efforts to resolve any dispute arising hereunder by negotiation.

In the event any dispute cannot be amicably resolved by the Parties, any resulting legal action shall be submitted to arbitration. The governing law shall be the substantive law of Switzerland. The arbitration shall be carried out in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Geneva, in the English language.

The award made by the arbitrators shall be final and binding on the Parties. If any Party does not perform the obligations imposed upon by the award in full, and in a timely manner, the other Party shall be entitled to seek the enforcement of the award from any competent court in any jurisdiction.

#### 4.9. Order of precedence

The provisions contained in the Specific Agreements shall prevail over the provisions contained in this Agreement.



**RENAULT TRUCKS Defense**



**VOP CZ, s.p.**

