

FOLLOW ON SUPPORT CONTRACT

BETWEEN

“CZECH REPUBLIC – INTERIOR MINISTRY”

AND

SAFRAN HELICOPTER ENGINES GERMANY GMBH

**CONTRACT N° 10/21/IG.FOS
LS-758-24 / ČJ-2019-9800KR**

FOLLOW ON SUPPORT CONTRACT

Between: « **Czech Republic – Interior Ministry** »

Nad Stolou 936/3,
170 34, Prague 7
Czech Republic

A company incorporated under the laws of Czech Republic with ID Nr. 00007064
Duly represented by: [REDACTED] Director Czech Police Aviation Department

Hereinafter referred to as "**CUSTOMER**",

on the one hand,

And: **SAFRAN HELICOPTER ENGINES GERMANY GMBH**

A company incorporated under the laws of Germany with ID Nr. DE118688984

based head office:

Borsteler Chaussee 43
22453 Hamburg
Germany

Hereinafter referred to as "**SafranHE**",

Duly represented by: [REDACTED]

In his capacity of: CEO

on the other hand,

CUSTOMER and **SafranHE** hereinafter collectively referred to as the "Parties" and individually as the "Party".

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PREAMBLE

- Whereas CUSTOMER acquires and/or operates helicopter(s) equipped with Safran Helicopter Engines gas turbine Engines and has asked SafranHE to provide support services for these Engines.
- Whereas SafranHE offers several support services for the maintenance of its Engines.
- And whereas CUSTOMER wishes to benefit from these services.

NOW THEREFORE, SafranHE and CUSTOMER wish to set out the terms and conditions under which SafranHE shall provide support services for the maintenance of CUSTOMER's Engines and agree as follows:

DEFINITIONS

Shall be construed as follows unless context requires otherwise:

'Aircraft' means the helicopter fitted with the Engine operating within the Territory

'Accessory' means any Engine accessory or item of equipment as defined in Safran Helicopter Engines Maintenance Manual

'Agreed Repair center' means a facility which has been authorized by SafranHE to perform Overhaul and /or Repair and is permanently supervised by SafranHE.

'Contract' means this contract n° 10/21/IG.FOS including its appendices attached hereto, as supplemented or amended from time to time.

'A.O.G.' (Aircraft on Ground) is a situation where the Material is unable to remain in service or is ineligible for return to service.

"Confidential Information" means any and all information disclosed by one Party to another Party, in whatever form and whether disclosed in writing, orally, by electronic means or otherwise provided always that where such Information is disclosed orally, it shall be identified as confidential at the time of disclosure and, within thirty (30) calendar days thereafter, shall be reduced to writing and communicated to the recipient Party.

'Cycle' means an operating cycle as quoted in the Material log book/log card, and calculated according to the Safran Helicopter Engines Maintenance Manual. Cycles are recorded since the last Overhaul or since new.

'Engine' means the Safran Helicopter Engines gas turbine engine and any part thereof, as described in Article 1 hereof.

'Maintenance Manual' means the Safran Helicopter Engines Maintenance Manuals, service bulletins and service letters.

'Material' means according to context, an Engine, a Module, or an Accessory.

'Module' means a sub-assembly of the Engine as defined in Safran Helicopter Engines Maintenance Manual

'Operating Hour' means an hour of operation of the Material as quoted in the Material log book/log card and calculated according to the Safran Helicopter Engines Maintenance Manual. Operating Hours are recorded since the last Overhaul (TSO) or since New (TSN) when the Material has not been previously Overhauled.

'O.E.M.' or Original Material manufacturer means the legal entity that holds the design type certificate of the Material or of any part thereof.

'Operator' means the operator/owner of the Aircraft.

'Overhaul' whether Scheduled or Unscheduled, shall mean work required which will enable the Material to begin a new Time-Between-Overhaul ("TBO") period.

'Reference Documents' shall mean the following OEM documentation and all the updates thereof:

- Maintenance Manual

- Safran Helicopter Engines Service Letters
- Safran Helicopter Engines Service Bulletins,
- Engine Spare Parts & Tools Catalogue,
- Illustrated Parts Catalogue.

‘Rental of Engines / Modules’ means Material loaned by SafranHE to CUSTOMER during the Turn Around Time of Repair or Overhaul. Such rental Material shall remain the Safran Helicopter Engines property during the entire rental period. As soon as CUSTOMER’s Material is either returned repaired, said rental Material shall be returned to the SafranHE.

‘Repair’ shall mean the work defined in the Safran Helicopter Engines repair manual which will enable the Material to be put back in serviceable condition.

‘Safran Helicopter Engines’ shall mean as applicable Safran Helicopter Engines SAS, a company registered in France and having its registered office at Avenue Joseph Szydlowski, Bordes 64510 France, and/or any of its affiliates.

‘Safran Helicopter Engines Factory’ means, depending on context, the Safran Helicopter Engines factory in BORDES or TARNOS, or the factories and /or installations of its subcontractors that could be designated by **SafranHE**.

‘Safran Helicopter Engines General Sales Conditions’ means the general sales conditions of the Safran Helicopter Engines as may be amended from time to time and as annexed for reference in Appendix 6.

‘Scheduled Removal’ means the removal of Material performed in accordance with the time intervals specified in the Safran Helicopter Engines Maintenance Manual.

‘Serviceable Material’ means Material in airworthy condition.

‘Services’ means, according to context, Safran Helicopter Engines Material, their Spare Parts and any such other products including but not limited to Tools, technical publications as defined in Article 1.2 of this Contract.

‘Spare Parts’ means all individual Parts and combination of Parts as defined in Safran Helicopter Engines Spare Parts and Tools catalogue.

‘Standard Exchange Material’ means Material in Serviceable condition delivered from Safran Helicopter Engines stock as replacement for the Safran Helicopter Engines repairable Material whatever are the previous Operator, place of operation, reason for its previous removal. This Material shall include the mandatory modification level that Safran Helicopter Engines normally applies to its Standard Exchange Material.

‘TBO’ or ‘Time Between Overhauls’ shall mean the number of Operating Hours between Scheduled Overhaul as specified for the Material by SafranHE In the Safran Helicopter Engines Maintenance Manual.

‘Tools’ means any tools to be used for field and / or modular maintenance and identified in the Spare Parts and Maintenance Tools Catalogue issued by Safran Helicopter Engines.

‘Turn Around Time’ or ‘TAT’ means the lead time necessary for SafranHE to perform Repair or Overhaul on CUSTOMER’s Material. The Turn Around Time shall be calculated from the receipt of CUSTOMER’s Material in Safran Helicopter Engines Factory until said CUSTOMER’s Material is ready to leave the Safran Helicopter Engines Factory.

‘Trade Name’, ‘Trade Mark’, and ‘Copyrights’ mean all names, logos, trade names and signs used

by Safran Helicopter Engines in carrying on its business including the marketing and promotion of any of its products whether they are registered as trademarks or not.

'Unscheduled removal' means the removal of Material performed outside the time intervals or limit intervals as specified in Safran Helicopter Engines Maintenance Manual.

Note:

- i. Words used in the singular shall include the plural and vice versa unless contrary intention shall appear
- ii. Articles and appendices headings do not affect the interpretation of this Contract.
- iii. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- iv. A reference to a document is a reference to the document whether in paper or electronic form.

ARTICLE 1 – PURPOSE AND SCOPE

1.1 The purpose of this Contract is to specify the terms and conditions under which SafranHE shall provide to CUSTOMER, and CUSTOMER shall obtain from SafranHE, the Services described under Sub-Article 1.2.

Under this Contract, SafranHE agrees to supply CUSTOMER with Services, Spares Parts, Tools, Repair/ Overhaul /Rental of Material, technical assistance, publications, training of CUSTOMER' s technicians and engineers for maintenance of ARRIUS 2B2 Engines produced by Safran Helicopter Engines and owned and operated by CUSTOMER.

The total amount invoiced over the contract period shall not exceed 4.424.000 EUR (Four million four hundred twenty four thousand Euros) value added tax not included, but not later than four (4) years after the Effective Date. CUSTOMER shall inform SafranHE when this amount is reached.

1.2 SERVICES PROVIDED BY SAFRANHE

The Services provided by SafranHE to CUSTOMER shall be as follows:

1.2.1 Supply and delivery of all Parts, Materials and Tools needed to maintain Engines, Modules, and Accessories as defined in Safran Helicopter Engines Maintenance Manual,

1.2.2 Overhaul, Repair, Standard Exchange and/or Mandatory Modification of Engines, Modules, Accessories,

1.2.3 Technical assistance

1.2.4 Training for the CUSTOMER' s technicians and engineers

1.2.5 Supply and updating of technical publications

1.2.6 Engine/ Module/Tool Rental

1.3 SERVICES NOT PROVIDED BY SAFRANHE

The supply of services which are not defined in Article 1.2 above and of items not listed in the Maintenance Spare Parts and Tools Catalogue issued by Safran Helicopter Engines shall not be covered by this Contract.

ARTICLE 2 - INDENTING AUTHORITY

All requests for quotation, purchase orders including routine requests and all Repair / Overhaul Modification requests shall be issued by:



Purchase orders for Services on AOG demands shall be issued by:



Those indenting authorities are hereinafter designated as **CUSTOMER** depending on the

request type. Orders shall be placed with **SafranHE**'s respective departments as listed in Article 18 of this Contract.

ARTICLE 3 - SPARE PARTS & TOOLS PROGRAM

3.1 GENERAL

CUSTOMER shall order Spare Part and/or Tools in quantities reasonably calculated to provide adequate inventories for normal operation in accordance with Article 3.8.5 below.

3.2 QUOTATIONS

- Upon receipt of CUSTOMER's request, SafranHE shall send price quotations in accordance with Safran Helicopter Engines General Sales Conditions attached hereto for reference as Appendix 5 and with the applicable price catalogue.
- AOG orders shall remain compliant with the procedures set forth in Article 10.3 below.
- If a Part/Tool is not included in the price catalogue, a special quotation shall be proposed by SafranHE to CUSTOMER for that particular item only.

3.3 ORDERING

SafranHE shall provide CUSTOMER with the annual price catalogue applicable that particular year.

Orders for Spare Parts and/or Tools shall be placed by CUSTOMER (in English) by fax, or e-mail.

Each order shall include:

- Contract reference number
- Order number
- Item number
- Part Number
- Spare Part /Tool Description
- Quantity of each Material requested
- Unit Price (if known by CUSTOMER)
- Total Order Price
- Shipping addresses and instructions
- Invoicing details (including Documentary Credit if any)
- Signature by the Indenting Authority

3.4 ORDER ACKNOWLEDGEMENT

- SafranHE shall acknowledge receipt of CUSTOMER's formal order within one (1) calendar day for all AOG requests and within five (5) working days maximum for routine orders.
- The order acknowledgement shall state at least CUSTOMER's order number, this Contract number, the part number, quantity, current unit price, validity and estimated delivery date.
- SafranHE's order acknowledgement shall constitute the contractual basis for the performance of the purchase order.

3.5 ORDER FULFILLMENT

In processing orders for Spare Parts/Tools, SafranHE reserves the right to make any necessary corrections or changes in part number and nomenclature or to substitute Parts with equivalent Parts. However prices shall remain as per the original Part Number as described in the order acknowledgement except if said price has decreased, in which case SafranHE shall reflect it accordingly in the invoice issued to CUSTOMER.

3.6 CANCELLATION OF ORDERS

CUSTOMER may cancel orders by notifying SafranHE in writing and explaining its reasons. SafranHE shall answer within ten (10) working days maximum from receipt of CUSTOMER's cancellation request. However, the Parties agree that such cancellation shall not be allowed in the following circumstances, which may be updated yearly:

- Special orders which are not normally ordered by other operators of helicopters.
- Order having prices equal or greater than 2000 EUR (two thousand Euros)
- if the delivery process has already started.
- Orders having delivery lead time greater than six (6) months if the delivery process has already started.

Any cancellation of orders shall be in accordance with Safran Helicopter Engines General Sales Conditions applicable at the time of said order acknowledgement by SafranHE.

3.7 ORDER DELIVERY

For all Material(s) ordered, SafranHE shall whenever possible indicate at least the delivery schedule of such Material(s).

In the event SafranHE fails to deliver such Material, SafranHE shall reimburse the full amount of any advance payment made by CUSTOMER within sixty (60) working days.

3.8 PRICING

- 3.8.1 The Material list provided with SafranHE quotation shall only be valid when CUSTOMER's order has been placed in accordance with SafranHE's terms and conditions as specified in SafranHE's quotation.
- 3.8.2 All prices quoted by SafranHE shall be firm and fixed.
- 3.8.3 All prices shall be quoted in Euros (EUR)
- 3.8.4 At the beginning of each calendar year, SafranHE shall send to CUSTOMER the new applicable price lists to be used by CUSTOMER for all of its orders that particular year.
- 3.8.5 Minimum order value is applicable as follows:

The minimum order value for 2021 is: 200, 00 EUR (two hundred Euros) and may be adjusted annually by CUSTOMER on January 1st of each year.

SafranHE prices for each order or quotation shall be established for delivery FCA SafranHE facilities pursuant to the 2010 issue of ICC Incoterms as per Article 10 below.

ARTICLE 4 - REPAIR/OVERHAUL OF MATERIAL AT SAFRAN HELICOPTER ENGINES

FACILITIES

4.1 ORDERING PROCEDURE

CUSTOMER shall send to SafranHE the corresponding order, which must specify at least the following information for each Material to be repaired or overhauled:

- Designation, part number and serial number,
- TSN / TSO / TSR as well as number of cycles recorded since new, since Overhaul, or since last Repair,
- Reason of removal / return to depot level,
- Work to be carried out, with clear mention of any specific requirement.
- Induction Form (as per specimen in Appendix 7 attached hereto)

Upon receipt of CUSTOMER's order, SafranHE shall issue a fixed and firm Repair/Overhaul quotation.

SafranHE's quotation shall become a firm order upon acceptance by CUSTOMER.

The cost incurred for issuing the quotation is indicated in condition of application of Safran Helicopter Engines price list in force at the time of CUSTOMER's order notification to SafranHE as per Sub-Article 4.2.4 hereunder.

In case SafranHE does not receive all documents as described here above, or does not get clear information about the work to be carried out, SafranHE shall immediately inform CUSTOMER by means of facsimile or any other written instantaneous means of communications.

In case no answer is received from CUSTOMER within fifteen (15) calendar days, SafranHE shall send a reminder to CUSTOMER. In case no answer is received fifteen (15) calendar days thereafter SafranHE shall return CUSTOMER's unserviceable Material to SafranHE and shall invoice CUSTOMER for any expenses incurred including any assessment expenses.

4.2 PRICING

4.2.1 After disassembly, cleaning and inspection of the Engine / Module / Accessories, SafranHE shall issue a Repair/Overhaul estimated quotation which shall be valid for thirty (30) calendar days, specifying:

- Import charges if any (customs, transit expenses, etc....)
- Total quotation amount reflecting labor and work scope (lump sum whenever practicable)
- Replacement Parts to carry out the given task
- Any Modification work
- Estimated delivery date FCA SafranHE as per Article 10 below.

In the event CUSTOMER requested an investigation technical report, said report shall be added to the Repair/Overhaul quotation.

An invoice bearing CUSTOMER's work order shall be issued by SafranHE for this purpose.

4.2.2 SafranHE shall then propose to CUSTOMER if needed to send a technical representative to CUSTOMER's facilities for necessary discussions of the issued reports and a strip presentation.

All charges related to this additional request (travel, accommodation, etc...) shall be borne by CUSTOMER. Moreover, CUSTOMER shall provide a minimum four

(4) weeks advance notice to SafranHE in order to prepare for this visit.

4.2.3 In case the Repair / Overhaul quotation exceeds 60 % (sixty percent) of the price of the item when new, the lapse of time required from CUSTOMER to make its decision to proceed or not with the Repair/Overhaul shall be added to the Turn Around Time.

4.2.4 CUSTOMER shall inform SafranHE of its decision to proceed or not with the Repair/Overhaul within thirty (30) calendar days of SafranHE's quotation issuance.

Should CUSTOMER:

- Either not answer within the thirty (30) calendar day period of the quotation validity (a reminder shall be sent by SafranHE to CUSTOMER by fax accordingly); or
- Notify SafranHE within the thirty (30) calendar day period that they do not accept the quotation,

Then, CUSTOMER shall pay to SafranHE all expenses already incurred to allow issuance of said quotation as well as any expenses for the return of the Engine/Module/Accessories.

Should CUSTOMER:

- Notify SafranHE after the thirty (30) calendar day quotation validity period that they do not accept the quotation,

Then, CUSTOMER shall pay to SafranHE all expenses already incurred to allow issuance of the quotation as well as all expenses for the return of the Engine/Module/Accessories and any supplementary expenses incurred by SafranHE.

4.2.5 Any Material considered as non-repairable shall be reported to CUSTOMER. Rejected Material shall be returned to CUSTOMER at his own expense upon written request by CUSTOMER or it shall be scrapped under custom control following notification by SafranHE in accordance with Safran Helicopter Engines General Sales Conditions. CUSTOMER shall pay SafranHE all the expenses already incurred to allow issuance of said quotation.

4.3 ESTIMATED TURN AROUND TIME

Turn Around Time shall be indicated by SafranHE on its quotation according to the Material conditions, the required Repair/Overhaul depth and SafranHE planned Repair and/or production schedule. The following indicative information may be considered also and shall not be held against SafranHE if not complied with:

- *ENGINE / MODULES and ACCESSORIES manufactured by SafranHE:*

A minimum of hundred and twenty (120) calendar days from receipt of CUSTOMER's approval on quotation when needed or one hundred and fifty (150) calendar days from order notification when CUSTOMER's approval is not required.

- *ACCESSORIES manufactured by accessory supplier:*

A minimum of one hundred and fifty (150) calendar days from receipt of CUSTOMER's approval of SafranHE's quotation.

ARTICLE 5 - STANDARD EXCHANGE OF ENGINES / MODULES/ ACCESSORIES

5.1 ORDERING PROCEDURE

Standard Exchange procedure implies that CUSTOMER agrees with the transfer of ownership provision above mentioned. Therefore, if CUSTOMER is not the owner of the Engine, CUSTOMER shall produce before the Contract comes into effect, a legally valid authorization from the Owner as defined in Appendix 6.

SafranHE may propose Standard Exchange procedure of Engine / Module / Accessory specified in Safran Helicopter Engines price list in force, at his own discretion.

CUSTOMER may request a Standard Exchange Material, and in any case shall provide two (2) months prior notice to SafranHE, while specifying all the information concerning the Material to be replaced (reference, serial number, TSN/TSO/TSR, cycles recorded since new/Overhaul/Repair,) as well as the expected date of the Material removal.

SafranHE shall inform CUSTOMER within fifteen (15) working days from receipt of CUSTOMER's Standard Exchange request about the availability of a Standard Exchange Material and the estimated delivery date.

SafranHE reserves the right to supply CUSTOMER with a Rental Material instead of a Standard Exchange depending on Safran Helicopter Engines Standard Exchange stock availability. Said Rental shall be in accordance with the terms and conditions specified in Article 6 below.

5.2 PRICING

5.2.1 The price of Standard Exchange is defined in SafranHE's quotation.

5.2.2 Prices are applicable for a complete Material removed due to time expired or due to Repair, with normal wear and tear, excluding erosion, corrosion, Foreign Object and any mishandling damages, to be exchanged with an overhauled/repared Material of equivalent standard.

5.2.3 Accordingly, after inspection of the returned Material to Safran Helicopter Engines factory, SafranHE may invoice supplementary expenses due to the returned Materials condition taking into account any non-disclosure by CUSTOMER regarding the Materials condition at the time of CUSTOMER's request.

5.2.4 Prices shall be established for a delivery FCA SafranHE pursuant to the ICC Incoterms (Issue 2010) as per Article 10 below.

ARTICLE 6 - ENGINES / MODULES RENTAL

6.1 ORDERING PROCEDURE

CUSTOMER may request the Rental of an Engine / Module during the Repair / Overhaul of its Engine / Module in Safran Helicopter Engines factory.

The Rental of Engine or Module shall be supplied pursuant to the terms and conditions of the current Rental Agreement to be signed between the Parties, of which a sample has been attached hereto for reference under Appendix 8.

CUSTOMER shall specify the Engine / Module to be repaired / overhauled, as well as the Scheduled Removal date of that Engine / Module and shall provide SafranHE with two (2)

months prior notice.

All documents, including Engine log book, Module log card and technical information related to the Rental Engine/Module shall be provided by SafranHE to CUSTOMER.

6.2 PRICING

SafranHE shall issue, on a case by case basis, a Rental Agreement in accordance with the Safran Helicopter Engines price list in force. Said price shall be subject to an annual review on the 1st of January of each year. This price update shall apply to any Rental Agreement in effect at that time.

CUSTOMER shall be required to have signed the Rental Agreement and met specific requirements before its implementation.

ARTICLE 7 - TECHNICAL ASSISTANCE

7.1 ORDERING PROCEDURE

In the event of an unscheduled event, the technician from Safran Helicopter Engines network shall be available within seventy-two (72) hours, following receipt of an order from CUSTOMER provided that the timeframe required to get any country customs formalities does not extend such timeframe. If such timeframe were to be extended, SafranHE's technician shall be available as soon as practicable.

In the event of a scheduled event, the technician from Safran Helicopter Engines network shall be available within two (2) weeks following receipt of an order from CUSTOMER.

Regarding any extension of any scheduled detachment, CUSTOMER shall notify SafranHE in writing at least two (2) weeks before the end of the current period.

Any detachment of technicians shall be in accordance with Safran Helicopter Engines applicable policy.

All orders for technical assistance shall mention the following:

- Contract number
- Type of maintenance task to be performed (if known)
- Quantity of Spares needed
- If removal(s) of Engine(s) from the aircraft is (are) needed
- The type, serial number and version of the helicopter from which the Material is removed
- The type, serial number and version of the Engine
- The part number, the serial number and the description of the removed Material (in the event of removal)
- Reason for removal
- The planned date of the need
- The place of intervention
- The number of Operating Hours
- The particular operating conditions
- Any tools needed

7.2 TECHNICIAN WORK SCOPE

The detached technician shall carry out the following tasks:

- Provide advice on servicing CUSTOMER's Engine(s) at maintenance Level 1 and Level 2 in accordance with the Maintenance Manual.
- Provide instruction and familiarization to CUSTOMER's personnel as a follow-up to the training courses already provided to CUSTOMER's engineers at Safran Helicopter Engines training center.

The detached personnel shall not, in any circumstances, participate in any tasks associated with military or police operations.

7.3 MISCELLANEOUS

SafranHE's detached technician shall be regarded as SafranHE's employee and shall remain under SafranHE's administrative supervision. The work time of the detached personnel shall not exceed forty (40) hours a week as per SafranHE's current German Laws and Regulations. The working week shall include two (2) full days of rest for SafranHE's personnel.

CUSTOMER undertakes to help SafranHE's technician in solving practical living problems. CUSTOMER shall provide SafranHE's technician with office space, material services (telephone, fax etc.) and other amenities as may be reasonably required to carry out their work.

7.4 PRICING

The commercial conditions of such assistance are specified and shall be in accordance with Safran Helicopter Engines price list in force at the time of the order.

ARTICLE 8 - TRAINING

8.1 ORDERING PROCEDURE

CUSTOMER may request from SafranHE training of its technicians. CUSTOMER shall indicate the number of trainees and the location where the training shall take place (Safran Helicopter Engines Training Center / Tarnos Factory, or on site).

Within ten (10) calendar days from receipt of CUSTOMER's request, SafranHE shall provide a response specifying the terms and conditions of such training.

8.2 PRICING

The commercial conditions of such training shall be in accordance with Safran Helicopter Engines price list in force at the date of the order.

8.3 MISCELLANEOUS

When CUSTOMER's technicians are trained in [France], they shall comply with SafranHE's plant rules and safety rules existing under [French] Laws including but not limited to rules and safety rules that are enforceable in factories working under the [French Ministry of Defense] and in particular, they shall comply with the necessary security permit regulations of the [French] Authorities. CUSTOMER shall provide the bio data of the trainees for security permits application by SafranHE at least six (6) weeks prior to the training session.

SafranHE undertakes to help CUSTOMER's trainees in solving practical living problems.

Travel expenses and accommodation shall be borne by CUSTOMER. Shuttle expenses from the hotel to the factory and lunch expenses on working days shall be borne by SafranHE.

ARTICLE 9 - TECHNICAL PUBLICATIONS

CUSTOMER may order from SafranHE technical publications by specifying: the type, the quantity and the Engine version. CUSTOMER's order shall be:

- Either to update the set of technical publications already supplied with the Engine when the sold aircraft was delivered originally.
- Or, to subscribe for an additional five (5) years beyond the initial five (5) year period from aircraft sale.

Within ten (10) working days of receipt of the order, SafranHE shall acknowledge said order in specifying delivery date and prices in accordance with Safran Helicopter Engines price list in force at such time.

ARTICLE 10 - DELIVERY

10.1 DELIVERY TO BUYER

SafranHE shall deliver the Services to CUSTOMER: FCA Safran HE facilities pursuant to the 2010 issue of ICC Incoterms, to the attention of



Whenever possible SafranHE shall deliver the Services on a consolidated shipment basis.

At the date of dispatch of part of or of all the Services, SafranHE shall issue the corresponding invoice itemized for payment of said items.

For each delivery, SafranHE shall notify CUSTOMER of the following delivery details:

- Order reference,
- Part number
- Serial number list,
- NATO code (if any)
- Invoiced Amount in EUR (Euro)
- Air Way Bill (AWB) including flight number and date in case of airfreight
- Delivery Note

To:

**Czech Police Aviation Department
Post Office 614, Box 35
161 01 Prague 6
Prague – Vaclav Havel airport, Hangar D
Czech Republic**



Each delivery shall include the following documents when applicable:

- One (1) Original commercial invoice
- One (1) Original Delivery Note
- One (1) Statement of Conformity **or** PART 145 /EASA Form 1

The delivery dates agreed between CUSTOMER and SafranHE as TAT through the order of acknowledgment shall represent, from a contractual point of view, the agreed contract delivery date.

During a period of 2 (two) months after delivery and acceptance of the work performed, CUSTOMER shall have the right to claim the aforementioned penalty, even if such right is not reserved at the time when delivery is accepted.

The foregoing provisions of this clause apply only to delinquencies in deliveries and do not prejudice CUSTOMER's other rights defined hereunder this Agreement.

10.2 RETURN DELIVERY TO SafranHE

CUSTOMER shall return all to be repaired/overhauled Materials/Parts/Tools, and/or Rental Engine/Module DAP SafranHE facilities to SafranHE, pursuant to the 2010 issue of ICC Incoterms, as follows:

- All to be repaired/overhauled Materials/Parts/Tools shall be returned within fifteen (15) calendar days maximum from delivery of a Standard Exchange Serviceable Materials/Parts/Tools by SafranHE to CUSTOMER, pursuant to the applicable Incoterms.
- All to be repaired/overhauled Engine/Module shall be returned within fifteen (15) calendar days maximum from delivery of a Rental Serviceable Engine/Module by SafranHE to CUSTOMER, pursuant to the applicable Incoterms.

Beyond these time limits, CUSTOMER shall be invoiced the following penalty fee for each day of delay in returning abovementioned items to SafranHE:

- 250,00 EUR (two hundred fifty Euros) per day late (Economic Conditions 2021)

If CUSTOMER's removed Material is not returned to SafranHE within a ninety (90) calendar day limit from the time the Standard Exchange Material is at CUSTOMER's disposal, the Standard Exchange Material sent by SafranHE to CUSTOMER shall be considered a sale and as such, SafranHE shall have the right to invoice CUSTOMER accordingly and in addition to any penalty fee already invoiced to CUSTOMER.

Said items shall be with all its components and complete up-to-date documentation (including the Induction Form as per Appendix 7 hereto) in the initial package used by SafranHE for shipment to CUSTOMER.

All returned Material shall state whether CUSTOMER is military or civil using the appropriate SafranHE's form (Induction Form, AOG form, etc.).

10.3 EMERGENCY SUPPLY SERVICE (A.O.G. PROCEDURE):

Such exceptional procedure shall apply as follows:

The order shall cover the Material / Part essential to put CUSTOMER's Engine back into

serviceable condition. At its sole discretion, SafranHE may choose to deliver a Rental Material, a Standard Exchange Material or Spare Parts.

Regarding all AOG requests, CUSTOMER shall fill in the AOG request herein attached in Appendix 4.

The request shall be placed by fax directly to SafranHE in accordance with Article 18 below. A copy bearing the serial number of the Engine/aircraft concerned and the place of delivery if it is different from the usual address shall be sent to the shipping agent and SafranHE.

SafranHE shall consider this fax as a formal order and agrees to deliver the available Material/Parts within twenty four (24) hours DAP SafranHE facilities, pursuant to the 2010 issue of ICC Incoterms, to the attention of Mrs. Stanislava Cirkvova.

An order acknowledgement shall be sent by fax to CUSTOMER, stating the lead time for non-available Part(s) or, if required, a delivery proposal for the next assembly.

Moreover, non-identified items shall be notified to **CUSTOMER** for further information.

SPECIFIC CONDITIONS:

For all AOG orders, an additional charge shall apply to the Material / Spare Parts list price quoted by SafranHE provided the delivery is effectively made within the lead time, i.e. for 2021:

- Spares : 256 Euros by order
- Accessories & tools : 256 Euros by order
- Modules/FADEC unit/ FCU-HMU : 1538 Euros by order
- Engines : 1538 Euros by order

ARTICLE 11 - PACKING AND MARKING

After SafranHE has properly packed the materials in adequate cases suitable for shipping, each case shall be marked, as follows:

**Czech Police Aviation Department,
161 01 Prague 6,
Prague – Vaclav Havel airport, Hangar D
Czech Republic
Contract No: 10/21/IG.FOS; LS-758-24 / ČJ-2019-9800KR**

Any specific packaging (container, metallic boxes etc....) requested by CUSTOMER other than SafranHE's usual standard shall be separately invoiced to CUSTOMER.

All Repaired / Overhauled Material/Parts/Tools shall be sent from SafranHE in its initial package, except if said package has been damaged during travel from CUSTOMER's shop to Safran Helicopter Engines factory. In that case, SafranHE shall inform CUSTOMER and shall supply an estimate either for the package reconditioning or for a new package and shall invoice CUSTOMER accordingly.

ARTICLE 12 - INVOICING

12.1 FOR SPARE PARTS, TOOLS & REPAIRED/OVERHAULED MATERIALS

At the date of dispatch, SafranHE shall issue an invoice to CUSTOMER containing the following details:

For Spare Parts, Tools and repaired/overhauled Materials:

- Complete bank details of CUSTOMER and SafranHE.
- The name of the country of the materials origin.
- The total amount of the invoice including the price of the Services and any transportation charges.

In addition, only for repaired/overhauled Materials:

- Import charges if any,
- Labour amount and parts (lump sum if applicable),
- Spare Parts, quantity and price
- Packing, conditioning and control charges

12.2 FOR STANDARD EXCHANGE MATERIALS

At the date of order, SafranHE shall issue the corresponding invoice for Standard Exchange Material based upon CUSTOMER's Standard Exchange order. However, after inspection of the returned unserviceable Material from CUSTOMER, SafranHE may issue a complementary invoice as per Sub-Article 5.2.3 here above, if needed.

12.3 FOR TECHNICAL ASSISTANCE

Technical assistance shall be invoiced by SafranHE to CUSTOMER based upon SafranHE's technician final report. CUSTOMER's authorized representative shall sign a "Certificate of Completion of Services" as per the specimen hereinafter referenced as Appendix 1.

For short term detachment, SafranHE shall issue an invoice once the technical assistance has ended.

For long term detachment, SafranHE shall issue monthly invoices.

12.4 FOR RENTAL ENGINE/MODULE

At the date of dispatch of the Rental Engine or Module, SafranHE shall issue the corresponding invoice as per the rental Contract signed with CUSTOMER.

CUSTOMER shall inform SafranHE at the end of each month and before the 10th (tenth) of the next month, of the flying hours / cycles operated with the Rental Engine. SafranHE shall issue the corresponding invoice monthly.

At the end of the Rental period, SafranHE may issue a complementary invoice depending on the hours / cycles recorded in the Engine log book and for any missing Parts or damage done to the Rental Material (cf. the Rental Contract).

12.5 FOR TRAINING

At the end of each training session, SafranHE shall invoice CUSTOMER for the relevant training expenses including any training aids supplied to CUSTOMER over and above the training list price.

12.6 INVOICING ADDRESSES

The invoicing addresses shall be directed as follows:

For Spare Parts and Tools shipment:

**Czech Police Aviation Department
Post Office 614, Box 35
161 01 Prague 6
Czech Republic**



For repaired/overhauled Materials, Rental Engine/Module and Standard Exchange Materials:

**Czech Police Aviation Department
Post Office 614, Box 35
161 01 Prague 6
Czech Republic**



12.7 PENALTIES

Late Payment Penalties

Customer will be subject to a penalty for late fulfillment of payment of zero point zero five percent (0.05 %) penalty per day of delay to be counted from the date of payment indicated on the invoice until full payment of the invoice is made. Late payment penalty shall not exceed ten percent (10%) of the invoice value.

Late Delivery Penalties

Within the framework of Services provided by SafranHE, SafranHE shall deliver and perform Services within the contractual lead time (except for the circumstances as described in Article 25 Force Majeure), Customer shall be entitled to require from SafranHE payment of a penalty of zero point zero five percent (0.05 %) penalty for each day of delay. Late delivery penalty shall not exceed ten percent (10%) of the invoice value.

ARTICLE 13 - CONFIDENTIALITY

13.1 Non-Disclosure

CUSTOMER and SafranHE undertake to use Confidential Information received from the other Party only for the purpose of performance under this Contract.

The Parties undertake to handle confidentially all business information of the other Party, such as technical data, commercial documents and correspondence, for the whole duration of this Contract and to limit dissemination of Confidential Information within its

own company on a need-to-know basis. It shall make clear to such individuals their obligation to maintain such Confidential Information in strict confidence.

SafranHE may freely disclose Confidential Information received from CUSTOMER to its affiliates and/or natural persons and/or legal entities with a need-to-know which are bound to SafranHE by confidentiality obligations no less onerous than those provided in this Agreement.

The Parties agree neither to communicate nor to disclose to any non-authorized third party Confidential Information received from the other Party without the prior written agreement of the other Party.

Upon expiry or termination of this Contract, this obligation shall remain in effect for a period of ten (10) years and each Party shall except as otherwise provided herein immediately cease to use any Confidential Information it may have received pursuant to this Agreement and shall return to the disclosing Party any Confidential Information in its possession.

13.2 Confidentiality Exclusions

13.2.1 This confidentiality obligation shall not apply to information:

- (a) Which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Contract; or
- (b) For which the receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the disclosing Party or which is lawfully and bona fide obtained thereafter by the receiving Party from a third party who, to the knowledge or reasonable belief of the receiving Party, did not receive such information directly or indirectly from the disclosing Party when under a duty of confidentiality; or
- (c) For which the receiving Party can provide documentary proof that it was independently developed by the receiving Party without prior knowledge of any Confidential Information obtained from the Disclosing Party.

13.2.2 If the receiving Party becomes compelled by judicial or administrative action or required by applicable law or any governmental or other authority or by any applicable regulations to disclose any Confidential Information of the disclosing Party, the receiving Party shall promptly notify the disclosing Party of such requirement in order for the disclosing Party to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If the disclosing Party wishes to challenge the validity of such order or requirement or the manner of disclosure, the receiving Party shall assist it in doing so.

ARTICLE 14 - INTELLECTUAL PROPERTY RIGHTS

14.1 CUSTOMER acknowledges that any and all the trademarks, trade names, copyrights, patents, licenses and other industrial and intellectual property rights (including not yet patented production methods, technical and confidential information so long as they are not public knowledge) embodied in or in connection with the Materials ("SafranHE's rights") are and remain the sole property of SafranHE and its related companies and CUSTOMER shall not in any way question or dispute them.

14.2 CUSTOMER shall not directly or indirectly in its jurisdiction or anywhere else in the world at any time do or suffer to be done any act or thing which shall in any way impair the rights

of SafranHE in and to the trade mark, the trade names, copyrights, patents, licenses and/or other information protected by intellectual property rights.

Nothing in this Contract shall be construed as any transfer of right, title or interest to of CUSTOMER any intellectual property right of SafranHE

CUSTOMER shall not acquire and shall not claim any title to the trade mark or the trade name adverse to the ownership of SafranHE by virtue of this Contract and shall not attempt to register any rights in the trade mark or the trade names or any other name or trade mark substantially identical with or deceptively similar to or which could be confused with the trade names or the trade mark of any of them.

ARTICLE 15 - WARRANTY

The warranty granted by SafranHE is defined in Safran Helicopter Engines warranty conditions attached in Appendix 2 hereto. Any warranty claim shall be notified by CUSTOMER to SafranHE in writing by duly completing the form found in Appendix 3 hereto.

In respect of the Reference Documents delivered under this Contract, SafranHE warrants that it will use due care and skill in preparing the Reference Documents. However, if any Reference Document is shown to SafranHE's reasonable satisfaction to be incorrect or incomplete then SafranHE's sole obligation and liability will be at its sole discretion to either correct or complete any such Reference Document free of charge and in a timely manner.

CUSTOMER agrees and accepts that the above warranty is the sole and exclusive warranty granted by SafranHE to CUSTOMER with respect to the performance of this Contract.

ARTICLE 16 - QUALITY ASSURANCE – MONITORING - SECURITY

Security

Under the regulation referred to above, visits to Safran Helicopter Engines Factory are subject to the prior agreement of the French security authorities.

An application must be submitted at least forty-five (45) calendar days before the scheduled date of visit, providing for every person:

- name, first name,
- occupation/rank,
- date and place of birth,
- passport number and place of issue and validity period (when applicable),
- visa number and place of issue and validity period (when applicable),
- home address,
- company name and address.

During his/their stay at the Safran Helicopter Engines facility, CUSTOMER's representative(s) shall not act in such a way as to disrupt or cause any delay in Safran Helicopter Engines normal manufacturing or Repair or Overhaul processes.

CUSTOMER and its personnel shall not be held responsible by Safran Helicopter Engines for any damage sustained by the property or personnel of Safran Helicopter Engines or any third party during the inspection of the Material, except where such damage is caused by the fault or negligence of CUSTOMER and/or its personnel.

ARTICLE 17 - PAYMENT TERMS & CONDITIONS

The current Safran Helicopter Engines General Sales Conditions shall govern this Contract except when they conflict with the provisions herein.

All orders shall be confirmed by SafranHE only after payment for the full amount due by CUSTOMER to SafranHE via swift bank at:

Deutsche Bank AG
IBAN: DE89 3607 0050 0113 1184 00
BIC (Swift): DEUTDE3333
BLZ: 360 700 50
Account No: 113 1184 00

Bank address:
Deutsche Bank AG
Lindenallee 29
45127 Essen
Germany

For Repair or Overhaul services, CUSTOMER shall pay a down payment of thirty percent of the total amount of such purchase order. Such down payment is payable by BUYER within thirty (30) calendar days following the issuing of the down payment invoice based on the Technical report and respective commercial offer.

After completion of the Services, CUSTOMER shall pay the balance amount of seventy percent (70%) to the SafranHE thirty (30) calendar days following the issuing of the invoice by SafranHE.

For all other purchase orders, one hundred percent payment (100%) payment shall be due thirty (30) calendar days following the issue of the invoice by SafranHE.

If the invoice is delivered between 15th December of the given year and 28th February of the following year, it is due within 60 (sixty) calendar days from the date of its demonstrable delivery to the address of the invoice recipient. In the case of delivery to an address other than the address of the invoice recipient, the due date does not run and the Purchaser is not in arrears with payment. If the last due date falls on a non-working day or public holiday, then the due date is the following working day.

CUSTOMER undertakes that SafranHE shall receive on account (as shown above) the full amount of payments falling due under this Clause 7 without any set-off, abatement or withholding.

ARTICLE 18 - CORRESPONDENCE AND NOTICE

SafranHE's address is as follows:

For all commercial correspondence, claims, inquiry, routine orders, and discrepancies or for shipment of Materials and/or Tools to be Repaired /Overhauled, technical requests, technical assistance and warranty claims:

SAFRAN HELICOPTER ENGINES Germany GmbH
Borsteler Chaussee 43
22453 Hamburg
Germany





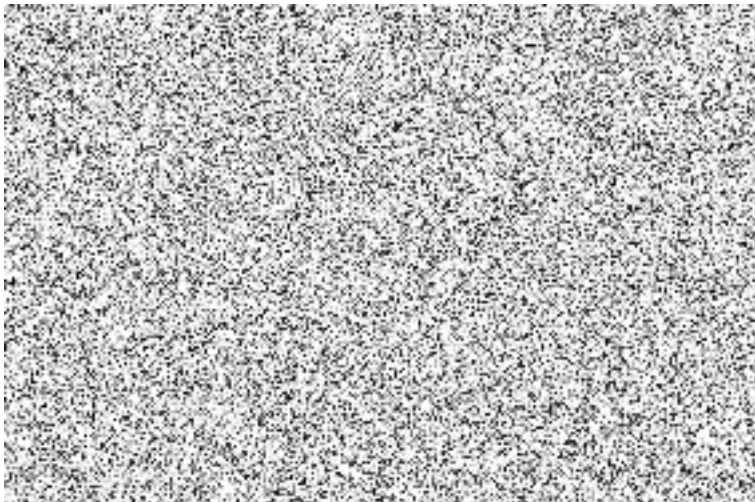
For **AOG** Situation:
SAFRAN HELICOPTER ENGINES Germany GmbH
Borsteler Chaussee 43
22453 Hamburg
Germany



CUSTOMER's address is as follows:

As to the performance of this Contract, any notice, correspondence or communication to be given by SafranHE to CUSTOMER shall be made to the following address:

Czech Police Aviation Department
post office 614, box 35, 161 01 Prague 6
Prague – Vaclav Havel airport, Hangar D
Czech Republic



In case of change of address by any Party, immediate notification thereof shall be made by registered airmail to the other Party.

All orders for supply of the Services shall be established directly by:



According to the type of request, orders shall be placed to SafranHE's departments concerned at the addresses given here above.

Any notice, request, requirement, approval permission, consent or other communication required, authorized, permitted or contemplated to be given hereunder by SafranHE to CUSTOMER shall be in writing, signed by or on behalf of SafranHE, and shall be deemed to have been given if mailed by registered mail to CUSTOMER.

Any notice, request, requirement, approval permission, consent or other communication required, authorized, permitted or contemplated to be given hereunder by CUSTOMER to

SafranHE shall be in writing, signed by or on behalf of CUSTOMER, and shall be deemed to have been given if mailed by registered mail to SafranHE.

Any such notice, request, requirement, approval permission, consent or other communication so mailed shall be deemed to have been received by the addressee on the 10th (tenth) day following the day on which it shall have been mailed.

ARTICLE 19 - RISK AND TITLE

- 19.1 Material supplied by SafranHE as Standard Exchange Material shall become the property of CUSTOMER from the time it is fitted to the helicopter owned/operated by CUSTOMER. Notwithstanding the above, in the case that the Standard Exchange covers a Complete Engine, the Engine shall become the property of CUSTOMER or Owner upon completion and signature of a Certificate of Title Transfer as referenced in Appendix 9 which shall be done forty eight (48) hours from the physical exchange of the Engine. The risk of loss and damage to the Standard Exchange Material and any damage caused by this Material shall be borne by CUSTOMER in accordance with Article 10.1.
- 19.2 Unserviceable CUSTOMER's Material becomes the property of SafranHE when it is removed from the helicopter owned and/or operated by CUSTOMER. Notwithstanding the foregoing, in the case that the Standard Exchange covers a Complete Engine, the Engine shall become the property of SafranHE upon completion and signature of a Certificate of Title Transfer as referenced in Appendix 9 which shall be done forty eight (48) hours from the physical exchange of the Engine. The risk of loss and damage to the unserviceable Material and the damage caused by this Material shall be borne by CUSTOMER until said Material is delivered to SafranHE in accordance with Article 10.2.
- 19.3 In case of replacement of a Spare Part and/or Tool (not fitted on an aircraft), as per Article 3 herein, the transfer of property shall occur when the Spare Part/Tool is delivered to CUSTOMER by SafranHE. The risk of loss and damage to the Part/Tool and the damage caused by said item shall be borne by CUSTOMER when said item is delivered to CUSTOMER in accordance with Article 10.1.

ARTICLE 20 - TAXES AND DUTIES

Prices are quoted before tax.

To the exclusion of any SafranHE taxes, CUSTOMER shall be responsible for the payment of any taxes and other charges of any nature applicable in any country where such taxes and other charges are due, which arise in connection with or out of the Equipment, and notably the Value Added Tax (VAT), at the rate applicable at the time of performance of the obligations under this Agreement. Where CUSTOMER is liable to Value Added Tax, this shall be payable along with the settlement of each invoice, according to the VAT regulation in force. CUSTOMER shall notify to SafranHE its VAT Code.

* SafranHE taxes means taxes imposed:
as a direct result of activities of SafranHE in the jurisdiction imposing the liability upon SafranHE, which are unrelated to SafranHE dealings with Customer or to the transactions contemplated by this Agreement or the operation of the Equipment by Customer ;
on the income, profits or gains of SafranHE by any Governmental Agency; or
with respect to any period commencing or event occurring after the Expiry Date and unrelated to SafranHE dealings with Customer or to the transactions contemplated by this Agreement.
Any avoidance of double taxation agreement between the governments of the Parties shall

apply to this Agreement.

All payments by CUSTOMER to SafranHE under this Agreement shall be free of all withholdings or deduction of any nature levied in the country of CUSTOMER.

If CUSTOMER shall be required by law or otherwise to make a payment to SafranHE Site subject to such deduction or withholding taxes levied in country of CUSTOMER, CUSTOMER shall :

- Promptly notify SafranHE;
- Forthwith pay to SafranHE an additional amount such that after deduction or withholdings, the net amount received by SafranHE shall equal the amount that SafranHE would have received if such withholding had not been required ;
- Pay the full amount required to be deducted or withheld to the relevant tax authority within the time allowed for such payment under applicable law;
- Provide SafranHE with the evidence of the said payment to the relevant tax authority.

If the aforementioned mechanism contradicts the law of country of CUSTOMER, the Parties shall amend this Agreement in order to increase the respective prices and amounts provided for by this Agreement so that the initial prices and amounts are preserved.

ARTICLE 21 - ORIGIN OF THE GOODS

All Materials, Tools and/or Parts delivered under this Contract shall be genuine and from the O.E.M. (Original Material Manufacturer).

ARTICLE 22 - EXPORT AUTHORIZATION

- 22.1** The Party which is exporting in the case of exports, and the Party which is importing in the case of imports, shall be responsible for obtaining all necessary licenses, or other governmental authorizations required in connection with any export, re-export, or imports, as the case may be, under this Contract.
- 22.2** The Parties will cooperate with each other in securing any such licenses or governmental authorizations as may be required.
- 22.3** The Party which is importing shall provide the Party which is exporting the final destination of the Material whenever such destination differs from the contracted delivery address.
- 22.4** Any license or authorization, if required, shall be in accordance with the rules and regulations set out by the relevant governmental authorities.
- 22.5** The Party responsible for obtaining such license or authorization pursuant to Article 22.1 shall use all reasonable endeavors to secure all necessary governmental approvals (including any necessary export and re-export, and/or import licenses). However the refusal or withdrawal or suspension of such a license or authorization shall constitute a Force Majeure event (as defined in Article 25) provided that reasonable endeavors have been used to secure and maintain the said license or authorization.
- 22.6** CUSTOMER undertakes not to sell, lend or deliver to any third party under any conditions whatsoever, with or without compensation, temporarily or permanently, the supplies which are the subject of this Contract (including Material and Spare Parts), documentation, operating manuals and information in any way whatsoever related to this Contract otherwise than in strict compliance with the applicable export control regulations.

ARTICLE 23 - INSURANCE

- 23.1** CUSTOMER shall subscribe any insurance required by law, regulations or orders in any state or country where this agreement is to be performed in amounts sufficient to comply with such laws, regulations or orders.

ARTICLE 24 – INDEMNIFICATION - LIABILITY

CUSTOMER shall be solely liable and shall indemnify and hold harmless SafranHE , its officers, directors, employees, or insurers from and against any action, suit, claim or demand, cost, loss, liability, judgment or expense (including attorney fees) or the like in any way connected with the death of or injury to any person whomever, or arising out of or in reference with any damage to or loss of any property of any person, entity or company (including SafranHE and Safran Helicopter Engines) when arising out of, or having its origin in:

- i. the acts or omissions of CUSTOMER in connection with the performance of this Contract, and
- ii. the operation of the Material by CUSTOMER.

SafranHE's contractual liability for any and all claim(s) arising out of or in connection with the performance, non-performance or defective performance of the Contract shall be strictly limited to an aggregate limit of 10 percent (10 %) of the total amount invoiced under the Contract.

In no event shall SafranHE be liable to CUSTOMER for any incidental, consequential, special or indirect damages including but not limited to loss of profit, loss of business opportunities loss of use, loss of revenue or loss of contract sustained by CUSTOMER, even if informed of the possibility of such damages.

ARTICLE 25 - FORCE MAJEURE

- 25.1** Neither Party shall be liable for failing to perform its obligations under this Contract or for delay in performing where such failure or delay in performance is due to Force Majeure.
- 25.2** Force Majeure means any event which is beyond the reasonable control of a Party including but not limited to acts of war (declared or not declared), civil war, riots, acts of terrorism, natural disasters, floods, earthquake, fires, unusually severe weather, disruption of essential services such as electrical power and broadband network including Internet, quarantine or any precaution taken against contagious, epidemic or pandemic disease, restraints of Government or any competent authority, laws, orders or regulations, industrial actions such as strike, machinery breakdown, computer virus, delays or accidents in the supply of essential raw material or in the dispatch of item related to the Equipment or in the shipment of the same or an exceptional combination of such events.
- 25.3** If a situation of Force Majeure occurs, the affected Party shall notify the other Party within seven (7) calendar days of the occurrence of such situation. Such notification shall include at a minimum, the date on which such event commenced, the reasons and the nature thereof, and the estimated duration of the delay. The affected Party shall regularly update the other Party regarding the status of the event and any mitigating action being taken.
- 25.4** In the event of Force Majeure the time for performance shall be extended for a period equal to the time lost by reason of the Force Majeure event.

- 25.5** These provisions shall not however relieve a Party from using all commercially reasonable efforts to mitigate the effects of the Force Majeure, to remove such causes and to resume performance with reasonable dispatch whenever the cause of the Force Majeure stops or is removed.
- 25.6** Shall the Force Majeure event preventing the performance of this Contract lasts for more than 90 calendar days, the non-defaulting Party shall have the right to terminate this Contract without incurring any liability whatsoever in accordance with Article 26 below.
- 25.7** Notwithstanding the foregoing, Force Majeure shall not suspend the liability, for failure to perform, of any payment obligation here under.

ARTICLE 26 - TERMINATION

- 26.1** This Contract shall expire at the end of the initial validity period set forth in Article 28.
- 26.2** In the event the Contract is not renewed following the notice of one Party to the other or said Contract is terminated as per this Article, the orders placed during its validity period and not delivered up to the expiry date shall continue to be in effect under the terms and conditions of this Contract and deliveries shall be completed as scheduled.
- 26.3** This Contract may be unilaterally terminated by convenience by either Party hereto, without cause, upon sixty (60) Days prior written notice to the other Party.
- 26.4** CUSTOMER or SafranHE may terminate this Contract immediately if:
- The other Party makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent or shall file any petition or answer seeking merger, association, reorganization, arrangement, liquidation or similar relief, major change in capital owner and / or executive management of the other Party.
 - Within sixty (60) calendar days after the commencement, any proceeding against the other Party seeking reorganization, arrangement, liquidation or similar relief shall not have been dismissed, or
 - The other Party ceases to carry on business, or
 - The other Party becomes insolvent or fails to pay its debts when they become due,
 - In the event of all of the assets, or any substantial part of it, of the other Party being seized or attached in conjunction with any action against it by any third Party.
- 26.3** SafranHE shall have the right to terminate this Contract during the term hereof with thirty (30) calendar days' notice in the event of one or more occurrence of the following:
- A failure on the part of CUSTOMER to make payments to SafranHE when due.
 - Breach by CUSTOMER of its obligations resulting from this Contract or from any legal, financial or administrative local obligations in CUSTOMER's country.
 - In case CUSTOMER should be subject to insolvency or bankruptcy proceedings or enter into receivership or equivalent procedures
 - Change in control of CUSTOMER by way of capital transfer, change of voting rights, contract or otherwise.

- An assignment by CUSTOMER of this Contract or any part of it, or CUSTOMER's rights and obligations hereunder to any third party, entity or corporation, without the prior written consent of SafranHE.
- If the other Party remains affected by a Force Majeure event in accordance with Article 25.6.

No claim or compensation based upon the termination of this Contract due to any of the events specified here above shall be initiated by CUSTOMER against SafranHE.

26.4 Consequences of termination or expiry

26.5.1 In the event of termination of this Contract due to the occurrence of any of the above events, the outstanding debts of each Party arising from the Contract shall be completely paid within two (2) months from the effective date of termination.

26.5.2 Return of SafranHE's Material and its related documentation

Within fifteen (15) calendar days from the date of termination of expiry, CUSTOMER shall, at its own expenses, return all SafranHE's or Safran Helicopter Engines Material and related documentation in its possession), D.A.P. SafranHE's facility.

If the returned Material is found to be incomplete and/or damaged, then shall SafranHE be entitled to claim an amount equivalent to the value of missing parts and/or requested repair.

If SafranHE does not receive back the Equipment within the above mentioned 15 calendar day period, then shall be entitled to claim to SafranHE the Material's replacement value as per the then applicable Safran Helicopter Engines price list.

26.5.3 Return of CUSTOMER's Material

Upon termination or expiry of the Contract, SafranHE shall, at CUSTOMER 's expenses, promptly deliver all CUSTOMER's Material and related documentation to CUSTOMER provided that CUSTOMER has fulfilled all payment obligations under this Contract and has returned all SafranHE's Material.

ARTICLE 27 - ASSIGNMENT

Neither Party shall assign or transfer this Contract or any part thereof to any other person, organization, company, entity without the prior written consent of the other Party.

Notwithstanding the foregoing, it is expressly agreed between the Parties that SafranHE is entitled to assign at any time the benefits, rights and remedies and/or transfer all or part of its obligations under this Contract to any of its affiliates.

SafranHE reserves the right, in its sole discretion, to sub-contract any part or all of its obligations under this Contract or any purchase order.

ARTICLE 28 - DURATION

The contract takes effect and comes into force upon signature of this contract by representatives of both contracting parties. If the agreed financial volume is reached prior to the 31.12.2025, CUSTOMER shall inform SafranHE without delay when this is the case. This

Contract shall remain in effect until the CUSTOMER notify to the SafranHE that the amount of four 4.424.000 (Four million four hundred twenty four thousand Euros) Euros is reached, or four (4) years after coming into force, whichever comes first.

ARTICLE 29 - MISCELLANEOUS

29.1 Entirety of the Contract

There are no other agreements or understandings, either oral or written, between SafranHE and CUSTOMER affecting this Contract. This Contract cancels and supersedes all previous agreements between SafranHE and CUSTOMER relating to the subject matter covered herein.

29.2 Amendment

In the event, CUSTOMER demands additional services, which are not covered by this Contract, the conditions for the performance of such Services, shall be subject to a specific agreement mutually agreed upon by both Parties. To this effect an amendment to this Contract shall be issued to set forth the terms and conditions of such specific agreement.

No change, addition to or deletion of any portion of this Contract shall be valid or binding unless the same is approved in writing by way of an amendment thereto by both Parties.

29.3 Language

The Contract has been drawn up in English and only this language version shall be authentic.

If this Contract is translated into another language for the convenience of CUSTOMER, such translation shall be for information purposes only.

29.4 Order of precedence

In the event of any conflict between the following documents, the order of precedence between them shall be as follows:

- the order and its acknowledgment;
- this Contract without its Appendices;
- the Appendices;
- The General Sales Conditions.

29.5 Severability

In the event any provision of this Contract is found to be invalid, this shall not affect any other provision of the Contract and the invalid provisions shall be replaced with an acceptable provision consistent with the original intent of the Parties.

29.6 Audit

Customer is subject to Financial Control Act No. 320/2001 Sb. SafranHE shall make all reasonable efforts to assist Customer in the course of this audit.

ARTICLE 30 - ETHICS

CUSTOMER solemnly declares that :

- It has not infringed any anti-corruption laws or regulations,
- It has not been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it,
- To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-

corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.

CUSTOMER warrants that :

- It complies and shall comply with the legal provisions against corruption in accordance with the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC),
- It has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of a contract and/or an Order.

CUSTOMER shall notify SafranHE of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of SafranHE or of any Safran Group Company or to anyone that might influence their decision within the framework of the performance of a contract and/or an Order.

In the event of failure to comply with this clause, SafranHE shall automatically have the right to terminate the contract and the Orders in progress with immediate effect and without compensation, and without prejudice to any remedies SafranHE may take against the CUSTOMER.

ARTICLE 31 - JURISDICTION & ARBITRATION

This Contract shall be subject to and interpreted in accordance with the Laws of Czech Republic, excluding its provisions on conflict of laws rules and excluding the Vienna Convention on Agreements for International Sale of Goods (CISG).

Any dispute arising between the Parties shall be amicably settled by way of direct negotiations, as far as possible.

In the event of the Parties being unable to amicably settle the disputes by direct negotiations within a time period of two (2) month as of its notification, they shall be finally settled before the Courts of the Czech Republic

ARTICLE 32 - CONTENTS OF THIS CONTRACT

This Contracts covers 32 Articles and 9 Appendixes and is drawn in 41 pages

IN WITNESS WHEREOF SafranHE and CUSTOMER have caused this Contract to be executed by their duly authorized officers.

Issued in two original copies in English language at.....
On.....

For **Czech Republic – Interior Ministry**

For **SafranHE Germany GmbH**

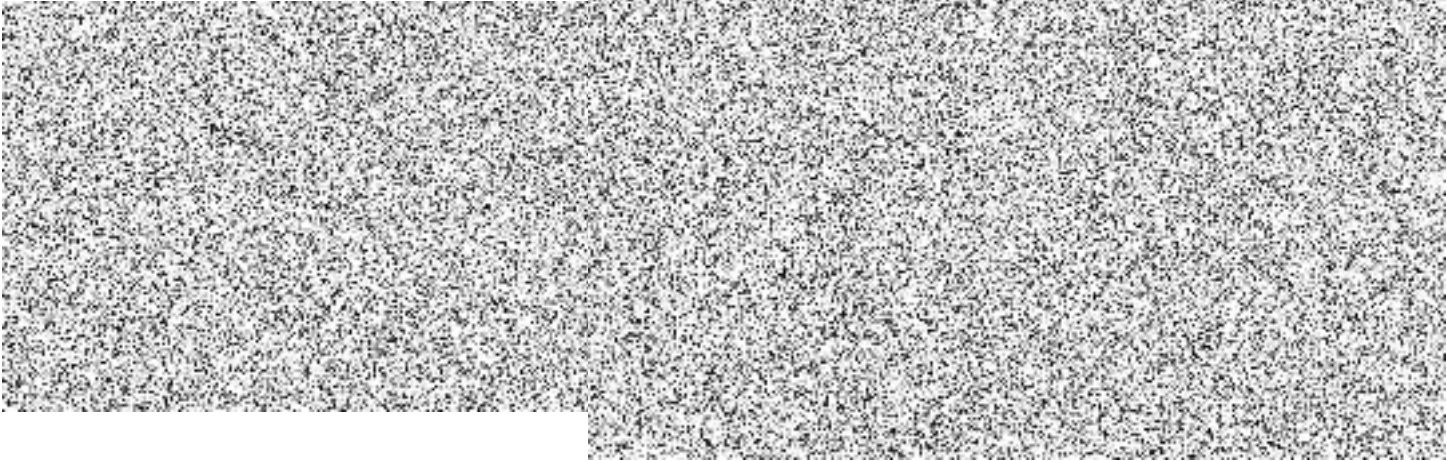
Name: 

Name: 

Occupation / Rank: Director Czech Police
Aviation Department

Occupation / Rank: CEO

Date:



APPENDIX 1

CERTIFICATE OF COMPLETION OF SERVICES

CERTIFICATE OF COMPLETION OF SERVICES

N°

We hereby certify that, in compliance with

Contract n° Dated n°.....

The following service(s) have been completed on:

.....

In

(Place where services were rendered)

SERVICE (s)

.....

.....

CUSTOMER's REPRESENTATIVE

SIGNATURE

NAME.....

TITLE.....

AUTHORITY.....

DATE.....

APPENDIX 2
SAFRAN HELICOPTER ENGINES WARRANTY CONDITIONS

To be included

**APPENDIX 3
WARRANTY CLAIM PROCEDURE**

To be included

APPENDIX 4

A.O.G. PAYMENT PROCEDURE

All orders will be confirmed only after **CUSTOMER's** payment reception for the full amount by swift bank in favor of SafranHE at:

Deutsche Bank AG
IBAN: DE89 3607 0050 0113 1184 00
BIC (Swift): DEUTDEDEXXX
BLZ: 360 700 50
Account No: 113 1184 00

Bank address:
Deutsche Bank AG
Lindenallee 29
45127 Essen
Germany

APPENDIX 5

**SAFRAN HELICOPTER ENGINES GENERAL
SALES CONDITIONS**

Current Edition

To be included

APPENDIX 6

OWNER's Certificate

(If CUSTOMER is not the OWNER of the helicopter)

For the attention of [SafranHE]:

I, **Czech Republic – Interior Ministry**, the undersigned, hereby certifies to be the owner of the ARRIUS 2B2 Engines with serial numbers [*****] of the Contract No. 10/21/IG.FOS (**LS-758-24 / ČJ-2019-9800KR**) (hereinafter the “FOS Contract”) entered into between **Czech Republic – Interior Ministry** (hereinafter the “CUSTOMER”) and SafranHE on the [DATE] and further warrants that these Engines are free from any mortgages, liens, or encumbrances whatsoever.

I, also do hereby acknowledge and accept the terms and conditions of the FOS Contract and authorise without restriction CUSTOMER and SafranHE to enforce the FOS Contract, including (without limitation) through the performance of repair and overhaul on the Engines and the implementation of the Standard Exchange procedure.

Signature

APPENDIX 7
Partial Order Template

APPENDIX 8

Official Spare parts and tools catalogue

See attached the official spare parts and tools catalogue for Arrius 2B2 for 2021

APPENDIX 9

AOG Form