

The purpose of these General Terms and Conditions of Purchase is to define the procedures for placing, performing and following up Orders between one or more companies of the NEXTEAM group (hereinafter referred to as "the NEXTEAM group company" or "NEXTEAM Group") and its Suppliers.

These Terms and Conditions may be exempted only by specific terms and conditions duly accepted and validated in writing by the NEXTEAM group company at the time of the Order sent by it to the Suppliers.

In the event of any discrepancy between these General Terms and Conditions of Purchase and the specific terms and conditions of purchase, only those stipulations of the latter which conflict with the former shall apply, provided that they have been duly accepted and validated in writing by the NEXTEAM group company.

In the event of any discrepancy between these General Terms and Conditions of Purchase and any document issued by the Supplier, these General Terms and Conditions of Purchase shall prevail.

ARTICLE 1 - DEFINITIONS

Entrusted Goods: refers to machinery, tools, raw materials, parts, equipment or any other property placed at the Supplier's disposal by a NEXTEAM group company or designed and/or manufactured by the Supplier for the purposes of the Order.

Order(s): refers to any document issued by the NEXTEAM group company sent to the Supplier, including in particular the order form describing the Works ordered, the deadlines and price, the Quality Requirements, but also all technical and administrative prescriptions communicated to the Supplier.

Terms and Conditions of Purchase: refers to these Terms and Conditions of Purchase.

Exemption: written authorisation from the NEXTEAM group company to use or deliver Works that do not comply with the requirements specified in particular in the technical specifications and/or the Purchase Order.

Final Recipient: refers to the end client of the NEXTEAM group company.

Intellectual Property Rights: refers to all intellectual property rights as defined in the French Intellectual Property Code (*Code de la Propriété intellectuelle*) and the various international conventions and more particularly, but not limited to, literary and artistic property rights, copyrights, trademarks, designs and models, software, patents, and any know-how irrespective of the medium thereof.

Quality Requirements: refers to the document "Quality Requirements NXT-I-04-004" bearing the index currently in force and forming an integral part of these Terms and Conditions of Purchase, attached to each Order and available from the NEXTEAM Group's quality department.

Supplier: refers to the company specified on the Order that provides the goods and/or services to the NEXTEAM group companies.

Information: refers to any information or data regardless of its subject, nature, medium and method of transmission, communicated, obtained and/or developed by either Party during the negotiations and performance of the Orders.

Day(s): refers to calendar days.

Industrial Equipment: refers to any machine, installation, device or equipment used in particular for studying, manufacturing, testing or monitoring the Works or Results designed and/or manufactured by a NEXTEAM group company.

Party(-ies): refers jointly or individually to a NEXTEAM group company and the Supplier.

Result(s): refers, without this list being exhaustive, to the final product, the results of the Works ordered, information, knowledge, inventions, know-how, software, bundles, plans, technical documents, drawings, models, mock-ups, prototypes and processes, irrespective of the nature and/or medium thereof and whether or not it is possible to protect them under a title or Intellectual Property Right, resulting from the performance of the Works by the Supplier.

Official Services: refers to national supervisory bodies.

Works: means all products, services and supplies to be procured and/or carried out by the Supplier in accordance with the provisions of the Order, including, where applicable, those carried out on the Entrusted Goods.

Third Party: means any natural or legal person other than the Parties.

ARTICLE 2 - CONDITIONS GOVERNING PERFORMANCE AND INSPECTION OF THE WORKS

As a professional specialised in its field of activity, the Supplier is bound by a duty of good faith as well as an obligation to provide information and advice to the NEXTEAM group company.

The Works must be performed in accordance with the documents and data referred to in the Order and in accordance with current regulations and applicable standards. The Supplier is responsible for and must verify and ensure that it has all the appropriate elements (documents, data, materials, tools, etc.) that are necessary before undertaking the Works entrusted to it.

The system implemented by the Supplier must guarantee the identification and traceability of the Results, during their manufacture and throughout their lifetime, as well as the persons and means used.

The Supplier undertakes to inspect all the Works delivered.

The Supplier must have at its disposal all the means of inspection necessary to ensure compliance of the Results.

Any inspections which the NEXTEAM group company reserves the right to carry out shall not in any way release the Supplier from its liability as regards the Works.

The Supplier undertakes to provide the NEXTEAM group company with all necessary information, advice and warnings relating in particular to the conditions of use of the subject of the Order as well as to their suitability for the needs defined by the NEXTEAM group company. The Supplier undertakes to inform the NEXTEAM group company of the regulations in force, including as regards standardisation, concerning the subject of the Order. The Supplier shall make diligent efforts to notify the NEXTEAM group company of any changes brought to its knowledge that have taken place or are about to take place concerning said regulations.

The Supplier undertakes to carry out the Order in good faith, in accordance with best practices and in accordance with the best state of the art on the day the Order is performed.

ARTICLE 3 - ORDERS

The Terms and Conditions of Purchase shall apply to all Orders placed by the NEXTEAM group company using a purchase order specifying all purchase data and all technical data necessary to provide a Result in line with expectations. Each line of the Order shall include the reference of the plan and its current index, as well as all the documents or information necessary to carry out the Works (specifications of the Final Recipient, control documents, key characteristics, etc.).

Exemptions from the Terms and Conditions of Purchase must take the form of a written agreement signed by the Parties.

The Supplier must acknowledge receipt of each Order within 48 hours (working days), through the HELIOS SPHERE portal, if applicable, or in writing. This acknowledgement of receipt constitutes acceptance of the Order without reservation and is binding on the Supplier as to its content. If the Supplier fails to acknowledge receipt of the Order and fails to issue any objection within this period, the Supplier shall be deemed to have accepted the terms and conditions of the Order without reservation.

Notwithstanding the foregoing provisions, any start of performance of an Order by the Supplier shall imply the latter's pure and simple acceptance of the Order.

ARTICLE 4 - TERMS OF PAYMENT

Invoices shall be associated with each delivery of the Results after completion of the Works and must include a reference to the Order.

Invoices shall be drawn up in accordance with the regulations in force and shall include the mandatory information provided for in Article L441-3 of the French Commercial Code (*Code de commerce*). They shall be sent to the NEXTEAM group company in duplicate. In addition, a paper copy of the invoices shall be systematically sent by mail to the billing address stipulated on each Order, including in the event of electronic invoicing.

The NEXTEAM group company may not be charged any minimum invoicing amount.

The NEXTEAM group company must make payments no later than forty-five (45) Days from the end of the month in which the invoice is issued, subject to the satisfactory fulfilment of the terms of delivery and acceptance of the Results.

In the event of late payment, penalties for late payment shall be due from the day following the date of payment appearing on the invoice, without the need for a reminder. In such event, the penalties due shall be based on the amount of the outstanding sums and shall be equal to three (3) times the statutory interest rate in France. In addition, in the event of late payment, the NEXTEAM group company shall be liable as of right to pay a fixed indemnity for recovery costs in an amount of forty (40) euros.

ARTICLE 5 - ACCESS TO THE SUPPLIER'S PREMISES

The NEXTEAM group company reserves the right to carry out quality audits in the Supplier's workshops as well as visits, technical reviews and/or quality or logistics inspections related to the Works. A representative of the NEXTEAM group company, the Final Recipients or the authorities may also participate and verify compliance with technical and quality requirements.

The Supplier must ensure access at all times to its workshops with the applicable technical and quality data. The NEXTEAM group company shall be required to notify the Supplier of any visit at least one (1) week before said visit.

ARTICLE 6 – ACCEPTANCE OF THE WORKS AND TRANSFER OF OWNERSHIP

At the same time as the Works is delivered to the NEXTEAM group company, a Delivery Note and a Certificate of Conformity shall be sent by the Supplier. The NEXTEAM group company carry out visual inspections of the quantities and documentation by the NEXTEAM group company.

Under no circumstances shall said inspection and dispatch of the Delivery Note and Certificate of Conformity constitute unqualified acceptance of the Works nor shall they be construed as the NEXTEAM group company relinquishing any right to conduct any subsequent inspections and refuse the Works, and shall in no way affect the scope of the Supplier's guarantees or other commitments hereunder or any legal guarantee or liability.

Under no circumstances shall acceptance of the Results be inferred from any silence on the part of the NEXTEAM group company following delivery.

Transfer of title shall take place after acceptance of the Works and/or Results by the Final Recipient.

In the event of any reservation or refusal to accept the Works, the Supplier shall be responsible for and shall bear the costs of carrying out any and all actions (replacements, repairs, etc.) necessary to ensure that said Works comply with the requirements of the Order within the time limits compatible with the needs of the NEXTEAM group company.

Delivery of the Works to the NEXTEAM group company implies an express waiver by the Supplier of any reservation of title clause.

For the purchase of Works corresponding to services of an intellectual nature, the Supplier shall assign to the NEXTEAM group company on

an exclusive basis, in accordance with Article L. 131-3 of the French Intellectual Property Code, as and when they are completed, the entirety of the Results stemming from the service and the intellectual property Rights or titles related thereto, and all creations produced in fulfilment of the Order, and in particular the rights to reproduce, represent, adapt, market and use them, on any existing or future medium of its choice for all or part of the creations, for the entire period of legal protection provided by Article L. 123-1 of the aforementioned code and the various international conventions on a worldwide basis.

Creation means all the specific documentation, studies, reports, computer programs and generally all the Works subject to Intellectual Property Rights, prepared by the Supplier for the NEXTEAM group company in connection with the performance of this contract.

ARTICLE 7 - TRANSPORT AND DELIVERY

The Supplier undertakes to imperatively deliver the Results on the delivery date specified in the Order.

All Deliveries shall be delivered to the place of destination indicated in the Order (DDP - Incoterm 2010). All delivery operations are carried out during the opening times of the NEXTEAM group company.

All deliveries of Works must necessarily be made to the place indicated in the Order. The Supplier undertakes to provide upon delivery the declaration or certificate of conformity relating to the Works and/or any other document specified in the Order duly signed by the Supplier.

All deliveries must be accompanied by a delivery note in accordance with the standards in force stating in particular:

- the Order number,
- the address and telephone number of the contact person indicated in the Order,
- item numbers, quantities, measurements or weights being delivered,
- the nature and reference of the Works as written on the Order, including that of the accompanying materials and documents,
- the value of the Works delivered.

The Works and Results shall be shipped with sufficient protection and packaging to ensure that they are not damaged during transport and storage. Packaging operations shall be carried out in accordance with the regulations and standards in force under the responsibility of the Supplier. The Supplier shall bear all the consequences of any defect, insufficiency or inadequacy in the protection, packaging or marking of the Works and Results covered by the Order. In particular, the Supplier shall be required to replace the lost or damaged Works and Results, at its own expense and risk and within the deadlines indicated by the NEXTEAM group company.

All hazardous goods must be transported in accordance with the regulations in force.

All documentation accompanying the Works and Results must be capable of being accessed without damaging the packaging or the Works and Results themselves.

ARTICLE 8 - LATE DELIVERY

Adherence to delivery deadlines is a material condition of the Order. All delays shall be attributable to the Supplier, other than in a Force Majeure event as defined in article 14 or owing to inaction by the NEXTEAM group company.

The Supplier must report all delays and their causes to its contact person designated in the Order as soon as possible. The Supplier undertakes to make every effort at its own expense and costs to minimise such delays and to notify its contact person indicated in the Order of the corrective measures it is taking or intends to take.

In the event of failure to deliver and receive all of the Results listed on the Order, or if one or more documents are missing or have not been updated, the delivery shall be deemed incomplete. Once the Supplier has been given the opportunity to verify the defect or delay in delivery,

any delay in delivery or any incomplete delivery shall result in the application of a penalty of 2% of the amount excluding taxes of the late Works per Day of delay following the scheduled delivery date. In addition, the NEXTEAM group company may charge an administrative fee of one hundred and fifty (150) euros per late Order item.

The amount and payment of these penalties and costs shall be considered to be due by the Supplier thirty (30) Days from the Date of notification by the NEXTEAM group company, which may then deduct such penalties from the amounts due to the Supplier in respect of the Orders if the Supplier has not replied by disputing in writing the actuality of the claim or has not already paid the amount claimed to the NEXTEAM group company.

For delays exceeding thirty (30) Days, the NEXTEAM group company shall be entitled to either continue to apply penalties for delay or terminate the Order in accordance with the terms and conditions of Article 15 (b) of these Terms and Conditions of Purchase or procure supplies in whole or in part from any other supplier for the Works relating to the Order, at the Supplier's expense and risk.

Payment of penalties for delay shall not release the Supplier from its obligation to perform the Order.

ARTICLE 9 - WARRANTY AND LIABILITY

Without prejudice to the enforcement of the legal guarantees and liabilities, the Supplier contractually guarantees that the Works and Results comply with the Order, its applicable documents and are suited to the use for which they are intended. The Supplier also contractually guarantees that they comply with the best practices and the state of the art, and are free from any design defect and any defect and/or fault of any kind whatsoever.

The contractual warranty shall run from the date of acceptance by the Final Recipient of the Works and/or Results for a period of forty-eight (48) months.

The Supplier's contractual warranty granted to the NEXTEAM group company consists of either repairing or replacing defective Works or parts to be scrapped, at the Supplier's expense, or reimbursing the NEXTEAM group company for the defective Works: in both cases, the Supplier shall bear the associated costs. After consultation between the Parties, the NEXTEAM group company shall be responsible for choosing between these solutions.

In the event that the Works are composed of several sub-assemblies, the Supplier shall at its own expense correct any disorders and damage caused by any such defect or malfunction to the other sub-assemblies of the said Works.

Except as otherwise provided in the Order, replacements or repairs of the Works under the guarantees provided for in this article shall be carried out within a maximum period of forty-five (45) Days from the written notification by the NEXTEAM group company of the defect or malfunction.

The implementation of the actions due under the contractual guarantee shall be carried out at the discretion of the NEXTEAM group company.

ARTICLE 10 - QUALITY - NON-COMPLIANCE

The Supplier undertakes to comply with the NEXTEAM group's quality Requirements, which the NEXTEAM group company's quality department keeps at its disposal and which are attached to each Order. The Supplier undertakes to ensure that the EN9100 certification is respected and must immediately notify the NEXTEAM group company of any failure to comply with this requirement.

The Supplier undertakes to maintain its qualifications in the special processes imposed by the Final Recipient and undertakes to maintain its NADCAP accreditation or have a clearly identified plan towards acquiring NADCAP accreditation. It must immediately notify the NEXTEAM group company of any failure to comply with these requirements.

The Supplier undertakes to notify the NEXTEAM group company of any substantial changes in the manufacturing or inspection process, the

special process or any transfer of manufacturing to another site, prior to the implementation of such changes or transfer.

The Supplier must demonstrate and guarantee the same level of performance and quality of the Works.

The Supplier undertakes to supply the Works in strict compliance with the Order submitted by the NEXTEAM group company in order to fulfil an objective of Results fully complying with the conditions and specifications of the Order.

The Final Recipient's quality clauses shall be made available to the Supplier by the NEXTEAM group company's quality department and shall also apply to the Supplier.

The Supplier undertakes to deliver all the Results without asking directly the Final Recipient to issue an Exemption.

In the event that any non-compliance is identified at any time, the NEXTEAM group company shall decide on actions to be carried out which may consist of alterations, repairs or replacements at the Supplier's expense. The NEXTEAM group company reserves the right to reject all or part of the Works and/or Results or to renegotiate the prices in the event of non-compliance or if compliance cannot be confirmed.

In addition, the Supplier undertakes to treat as a matter of priority the following series of the same reference to limit any consequences affecting delivery to the Final Recipient.

Any non-compliance identified during the manufacture, adjustment or delivery of the Works must as a matter of necessity be promptly notified in writing to the NEXTEAM group company.

Non-compliant Works must always be analysed and corrective and preventive actions must be taken to ensure that the following deliveries are compliant. In the event of disagreement, the Supplier shall be responsible for demonstrating that the Works are compliant and shall bear any expertise and transport costs associated therewith.

In the event that the operations carried out by the Supplier result in the scrapping or alteration of parts, the NEXTEAM group company shall invoice the Supplier for the costs associated therewith.

The monthly administrative processing cost for any non-compliance shall be invoiced in an amount of one hundred and fifty Euros (€150) per non-compliance event attributable to the Supplier. Any non-compliance attributable to the Supplier entailing the issuance of an Exemption by the Final Recipient shall be invoiced by the NEXTEAM group company in an amount of one thousand five hundred euros (€1,500).

In addition, all consequences, including financial consequences, associated therewith shall be invoiced to the Supplier and payable within 45 days.

ARTICLE 11 - CHANGES

The NEXTEAM group company may request any change to the Works covered by the Orders it has placed.

a. Change requested by the NEXTEAM group company

Any change requested by the NEXTEAM group company shall be carried out immediately by the Supplier upon receipt of the official request from the NEXTEAM group company.

In the event that such changes involve a change in the commercial or logistical conditions or feasibility of the Works, the Parties shall negotiate a fair adjustment of the price and/or timetable, in order to pass on any such reduction or increase.

b. Change made necessary under regulations

Any change in the specifications of the Works, which has been duly approved by the NEXTEAM group company and made necessary in particular in order to maintain the airworthiness and/or avert any refusal, withdrawal or restriction of the approval of the Official Authorities, must be implemented by the Supplier, as regards the Works and Results delivered or yet to be delivered to the NEXTEAM group

company. The Supplier shall bear the costs associated with any such change.

c. Change suggested by the Supplier

Any change suggested by the Supplier shall require the prior written agreement of the NEXTEAM group company.

ARTICLE 12 - ENTRUSTED GOODS

The NEXTEAM group company may directly supply Entrusted Goods to the Supplier for the performance of the Order. In such an event, said Entrusted Goods shall be considered as loaned in accordance with articles 1874 et seq. of the French Civil Code (*Code civil*).

The Entrusted Goods shall remain at the Supplier's disposal on its premises for the sole purpose of carrying out the Works covered by the Order placed by the NEXTEAM group company.

An inventory of the Entrusted Goods shall be drawn up and kept up to date by the Supplier following their receipt. Said Entrusted Goods shall be identified, quantified and kept in a space reserved for the NEXTEAM group company.

The Supplier shall be the custodian and fully responsible for all the Entrusted Goods necessary to complete the Order. As such, it shall bear all costs arising from the following obligations, unless otherwise provided in the Order:

- keeping and maintaining them in perfect working order and storage conditions, and carrying out periodic checks and/or calibrations in accordance with their nature and the standards and requirements applicable to them,
- replacing any Entrusted Goods that have gone missing as a result of damage or loss,
- replacing any Entrusted Goods showing abnormal or excessive wear and tear,
- at the end of the Order and after expiry of the warranty period, promptly returning them in perfect working order to the NEXTEAM group company upon first request.

Any change in the location of the Entrusted Goods and/or any use other than that covered by the Order must be previously agreed in writing by the NEXTEAM group company.

ARTICLE 13 - MANAGEMENT OF RAW MATERIALS - PARTS AND EQUIPMENT

Raw materials, parts and equipment shall be supplied either by a Supplier approved by the NEXTEAM group company or by the NEXTEAM group company itself. The Supplier must use them exclusively to fulfill the Orders. The raw materials, parts and equipment supplied by the Supplier must comply with the requirements of the Order (including technical specifications), standards, guidelines, laws and regulations in force. The Supplier undertakes to provide the NEXTEAM group company with a written confirmation and, if necessary, a certificate from the competent authorities stating that the raw materials, parts and equipment do not contain products or substances prohibited by law in any form whatsoever.

The Supplier shall be responsible for the materials supplied and shall ensure their storage, preservation and isolation and their traceability with the NEXTEAM group company's manufacturing order.

It is strictly forbidden for the Supplier to obtain replacement materials or to change the use of materials for any reason whatsoever, unless it has obtained the NEXTEAM group company's written agreement.

The Supplier shall be required to report to the NEXTEAM group company any scrap materials as soon as they are produced and to physically identify them.

Scrap materials must be kept by the Supplier pending the decision of the NEXTEAM group company under conditions that prevent any damage, confusion or substitution. The Supplier shall bear the financial

expense resulting from the replacement of scrapped items calculated on the basis of the cost of the supplies plus shipping costs and, where applicable, the cost of the Works and time already spent by the NEXTEAM group company on said supplies. The Supplier shall be responsible for covering scrap risk through the necessary insurance.

ARTICLE 14 - FORCE MAJEURE

In the event of the occurrence of a force majeure event, as defined in Article 1218 of the French Civil Code, leading to the non-performance of the Orders, the Party invoking force majeure shall notify its co-contracting party by registered letter with acknowledgement of receipt, at the latest 48 hours after becoming aware of said event.

The Party invoking force majeure undertakes to take all necessary measures to limit the adverse consequences of such an event for the other Party and shall not be held liable.

The Supplier shall not be able to assert any delays by its own suppliers or subcontractors as a force majeure event under this clause.

In the event that the interruption of the performance of the Works owing to force majeure lasts more than ninety (90) Days, the NEXTEAM group company shall be entitled to terminate the Orders as of right by registered letter with acknowledgement of receipt sent to the Supplier without prior notice or compensation of any kind.

Neither Party shall be held liable for any failure to comply with any of its obligations arising from the occurrence of a force majeure event.

ARTICLE 15 - TERMINATION

a. No-fault termination

In the absence of any fault by the Supplier, the NEXTEAM group company shall be entitled to terminate all or part of any Order. Such termination may occur after sixty (60) Days' prior notice sent by registered letter with acknowledgement of receipt to the Supplier.

In the event that any Order(s) is (are) terminated in whole or in part, the Supplier shall make its best efforts to minimise the consequences of such termination. Unless otherwise decided by the NEXTEAM group company, the termination of an Order shall not result in the termination of any of its other Orders.

In all cases of termination, the Supplier undertakes to suspend or have its employees, subcontractors and suppliers suspend the Works in progress immediately on the date notified by the NEXTEAM group company.

In such a case, the NEXTEAM group company shall pay the Supplier the contractual value of the Results which have not yet been paid.

b. Termination for default

In the event of a breach by either Party of any of its obligations, the Party invoking such breach may terminate in whole or in part any Order, as of right and without court intervention, thirty (30) Days after the issuance of a formal notice by registered letter with acknowledgement of receipt which has remained without effective response.

In addition, the Order shall be terminated upon mere notification by the NEXTEAM group company to the Supplier in the following instances:

- when the Supplier is undergoing liquidation or court-supervised administration proceedings and the Administrator decides not to continue the Order,

- assignment of the Order to a Third Party not previously authorised by the NEXTEAM group company, regardless of the legal means by which said assignment is made.

Upon termination of the Order and if the NEXTEAM group company requests it to do so, the Supplier undertakes to:

- make available to the NEXTEAM group company all the Results or Works in progress at the price stipulated in the Order. The Supplier shall bear any costs of any kind whatsoever for such a provision.

- assist the NEXTEAM group company to ensure the smooth transfer of the Works in progress and preserve the rights of the NEXTEAM group company to said Works in progress.

The Supplier shall bear all expenses stemming from its failure and in particular the costs of any new industrialisation by another supplier and shall bear the costs associated with any and all disputes resulting from its failure.

This clause shall not prejudice the right of the NEXTEAM group company to make any liability claim against the Supplier.

ARTICLE 16 - SUPPLIER' S CIVIL LIABILITY

The Supplier is solely liable for any damage and/or loss suffered by the NEXTEAM group company as a result of any non-performance or improper performance of the Order. The Supplier shall indemnify the NEXTEAM group company for all damages suffered by the latter. The checks that the NEXTEAM group company reserves the right to carry out shall not in any way relieve the Supplier of its liability regarding the completion of the Works.

The Parties expressly agree and accept that the NEXTEAM Group company shall not be liable in any way for damages caused to the Results and/or Works at any stage whatsoever regardless of the damage suffered by the Supplier, until such time as the Works and/or Results have been accepted by the Final Recipient.

ARTICLE 17 - INSURANCE

The Supplier shall be required to provide insurance cover for all its activities and its contractual and legal liabilities, including in particular for the following risks:

The Supplier shall be responsible for insuring the Entrusted Goods for a minimum of three hundred thousand euros (€300,000).

The Supplier shall be required to ensure that its liability is covered as regards all direct and indirect damage to property, non-physical damage and bodily injury caused by its Works, Results, products and more generally, for all consequences for which it might be answerable under the law. Such insurance policies must provide an amount of cover at least equal to ten million euros (€10,000,000) per claim for general civil liability and an amount of at least fifty million euros (€50,000,000) per claim and per year for civil liability for aeronautical products.

The Supplier must send to the NEXTEAM group company the insurance certificates corresponding to all policies taken out and provide proof each year that the premiums have been paid.

Under no circumstances may the Supplier offset any of its deductibles against any indemnity it might owe to the NEXTEAM group company. The Supplier is obliged to declare to the NEXTEAM group company any insured event within twenty-four (24) hours of its occurrence, it being specified that the Supplier shall bear the entirety of the costs associated with the insured event in the case that the insurers declare the coverage to be unenforceable owing to the Supplier's action or inaction.

ARTICLE 18 - INTELLECTUAL PROPERTY

Each Party shall retain title to its intellectual Property rights acquired prior to the performance of the orders. The Orders therefore do not transfer ownership to the Supplier of any information or element of industrial and intellectual property rights (such as patents, processes, data, software, hardware, bundles, plans, technical notes, manufacturing sequences, drawings, mock-ups, prototypes, test sets, know-how) owned by the NEXTEAM group company or which have been handed over to it by Third Parties or the Final Recipient. For the sole purpose of carrying out the Works, each Party shall grant the other a right to freely use its Intellectual Property relevant for carrying out the Works.

The Supplier shall refrain from reconstituting the Entrusted Goods and Results, as well as from making available and/or transmitting the content of the Intellectual Property attached to the Entrusted Goods and Results, for any reason whatsoever; more generally, the Supplier shall refrain from infringing, directly, indirectly or through Third Parties and in any way whatsoever, the rights of the NEXTEAM group company.

The Supplier must inform the NEXTEAM group company of any and all discoveries it makes during its Works.

The contracting NEXTEAM group company shall acquire full and complete title to the Results of the studies and Works carried out within the framework of the Terms and Conditions of Purchase, including in particular the bundles, plans, technical notes, patents, drawings, mock-ups, prototypes, tooling and any element of the know-how necessary to obtain the ordered Results. The Supplier shall indemnify and hold the NEXTEAM group company harmless from and against any third-party claims and/or actions relating to the Intellectual Property Rights that have been transferred to the NEXTEAM group company in accordance with Article 6 of the Terms and Conditions of Purchase.

ARTICLE 19- CONFIDENTIALITY

The Parties undertake to keep strictly confidential and not to directly or indirectly disclose to Third Parties or exploit the information and materials that may have been provided by the other Party, including in particular the technical, financial and commercial information known to them as a result of the negotiation or the performance of the Orders and in general the "Information" and shall refrain from using such material for any purpose other than the performance of the Orders, without the prior written permission of the other Party. The Information shall be treated as strictly confidential, without it being necessary for any Party to specify or indicate it.

Each Party undertakes to share the Information it has received from the other Party only with those members of its staff who need to know it in order to carry out the Works covered by the Order. Each Party must clearly advise its employees of the confidential nature of the Information and must ensure that they undertake to respect such confidentiality.

Each Party shall refrain from disclosing any information concerning all the Works and Results, volumes or any other information of any kind whatsoever in connection with its flow of business with the NEXTEAM group company.

These obligations shall remain in force for a period of twenty (20) years after the performance of the Orders. The documents provided by the NEXTEAM group company must be returned to it at its request immediately following the performance of the Orders.

In order to maintain the security of the Information, the Supplier shall take all necessary precautions to safeguard said Information. The Information provided by the NEXTEAM group company shall remain the property of the NEXTEAM group company, which expressly prohibits its use for purposes other than the performance of the Orders.

ARTICLE 20 - REGULATORY COMPLIANCE

The Supplier undertakes to comply with all the provisions in force on the day on which the Order is signed and, as such, to put in place, no later than the day on which the Order is signed, measures to ensure that it, its employees, subcontractors and suppliers comply with the rules applicable in each country in which it operates with regard to the fight against corruption, anti-competitive practices, respect for and protection of persons and the protection of personal data and the environment.

The Supplier undertakes to comply with General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, in order to protect personal data submitted by the NEXTEAM GROUP company and protect natural persons' right.

The Supplier shall have an ethical behaviour and shall inform all employees of the importance of ethical behaviour.

The Supplier shall not use or sell counterfeit Result or falsify documents.

The Supplier undertakes to comply with the export and import control laws and regulations applicable to the Works, components, software, information and products.

The Supplier undertakes to notify the co-contracting party of the export control classification relating to the Works, and undertakes to notify it without delay of any relevant information relating to any change in the

status or classification of said Works or their components, or of the Export Rules applicable to them. The Supplier undertakes to provide the NEXTEAM group company with any assistance that may be required to enable it to comply with such changes. The Supplier undertakes to make every effort to obtain in a timely manner, at no additional cost to the NEXTEAM group company, the licences, dispensations and other authorisations required for export by the competent government authorities. Failing this, and subject to the express and prior acceptance of the NEXTEAM group company, the Supplier shall replace, at its own expense, the Works, Results or components for which such authorisation was not obtained.

The Supplier shall comply with the legal and regulatory obligations in force in the country where the Works will be carried out, in particular the provisions of the Labour Code relating to concealed labour and the employment of foreign workers, as well as health, safety and working conditions.

The Supplier shall, as from the time the Order goes into effect and every six (6) months during the performance thereof, submit to the NEXTEAM group company all the documents referred to in Articles D 8222-5 et seq. and D 8254-2 et seq. of the French Labour Code (*Code du Travail*).

The NEXTEAM group company reserves the right to carry out any appropriate checks, including audits, to ascertain compliance by the Supplier with this article. In the event of failure by the Supplier to provide the necessary justification or in the event of any non-compliance with said obligations, the NEXTEAM group company reserves the right, without compensation being payable to the Supplier, to suspend the Works or take any appropriate action.

ARTICLE 21 - ASSIGNMENT - SUBCONTRACTING - CHANGE OF CONTROL

The Order is placed with the Supplier on an intuitu personae basis, i.e. placed on the basis of the Supplier's identity, and its performance and the rights and obligations relating thereto may not be transferred and/or assigned in whole or in part by the Supplier, except with the prior written agreement of the contracting NEXTEAM group company.

The Supplier undertakes to personally carry out the requested Orders and shall refrain from subcontracting or transferring them, except with the NEXTEAM group company's prior written agreement. In the latter case, the Supplier undertakes to comply with the provisions of the French Law of 31 December 1975 on subcontracting, in particular concerning the approval by the NEXTEAM group company of the subcontractor and the terms of payment.

The Supplier undertakes to notify the NEXTEAM group company of any change in the composition of its share capital and/or any change of direct or indirect control, in accordance with the terms of Article L233-3 of the French Commercial Code, prior to such change becoming effective.

In the event of any such changes, the contracting NEXTEAM group company shall be entitled to terminate as of right the Order without prior notice, notification or compensation.

ARTICLE 22 - WAIVER

Failure by either Party to assert any of its rights under these Terms and Conditions of Purchase shall not constitute a waiver of such right for the future.

ARTICLE 23 - SEVERABILITY

The fact that one or more of the provisions of these Terms and Conditions of Purchase might prove to be invalid shall not affect its other provisions and the Parties agree to negotiate in good faith any changes to the provisions which are null and void.

ARTICLE 24 - GOVERNING LAW AND RESOLUTION OF DISPUTES

Only the French version of these terms and conditions shall be binding upon the Parties and any translation shall have no contractual value.

All disputes to which these Terms and Conditions of Purchase, the Orders and the Parties' relations may give rise, in particular with regard to their validity, construction, execution, performance, termination or transfer, shall be settled according to French law to the exclusion of the "1980 United Nations Convention on Contracts for the International Sale of Goods".

The Parties undertake to seek an out-of-court solution to any dispute that may arise from the construction or performance of the Terms and Conditions of Purchase.

However, before any matter is referred to a court, the Parties may mutually agree to turn to mediation.

It is specified that in the event of a claim or dispute, whatever the cause, the Orders shall continue to be fulfilled in order not to jeopardize the production program of the NEXTEAM group companies.

ANY DISPUTE RELATING TO THESE GENERAL TERMS AND CONDITIONS OF PURCHASE, AS WELL AS TO THE ORDERS AND CONTRACTS THAT THEY GOVERN, SHALL, IN THE ABSENCE OF AN OUT-OF-COURT SETTLEMENT BETWEEN THE PARTIES, BE SUBMITTED EXCLUSIVELY TO THE COURTS LOCATED WITHIN THE JURISDICTION OF THE TOULOUSE COURT OF APPEAL, EVEN IN THE EVENT OF MULTIPLE PROCEEDINGS OR PARTIES, THIRD-PARTY NOTICE OR IMPLAIDER OR SUMMARY PROCEEDINGS.

ARTICLE 25 – CONFLICT MINERAL

The Supplier shall ensure that the raw materials and component used for Works and Result is sourced responsibly.

In accordance with regulation 2017/821 of the European Parliament and of the Council of 17 May 2017, the NEXTEAM GROUP company requires that the Supplier doesn't use the conflict minerals to carry out Works and Result in particular cassiterite, columbite-tantalite, gold, wolframite, and their derivatives tin, tantalum and tungsten – sourced from certain Central Africa countries

The NEXTEAM GROUP company requires that each Supplier in its supply chain provides information regarding the conflict minerals that are or may be contained in the Wrks and Result purchased.