ROLLS-ROYCE GENERAL CONDITIONS OF PURCHASE FOR GOODS & SERVICES

1. INTERPRETATION

These GCP will be interpreted in accordance with the definitions and rules of interpretation set out in Schedule 1 (Interpretation).

2. APPLICABILITY

2.1 The Parties agree that the terms and conditions contained in the Contract in relation to Services and/or Deliverables to be provided under these GCP are the only conditions upon which the Buyer is prepared to deal with the Supplier and that these GCP will govern the Contract and no other terms or conditions of business contained or referenced in any acknowledgement or any other form of acceptance by the Supplier (whether written or otherwise), any standard form, quotation, proposal, specification, supplier invoice or any other document issued, submitted or delivered by the Supplier to the Buyer or implied by trade custom, practice or any course of dealings between the Parties will apply unless such terms and conditions are expressly stated in the Order to apply and the Supplier hereby waives any right which it otherwise might have to rely on any such terms and/or conditions.

2.2 Each Order will be deemed to be an offer by the Buyer to purchase Services and/or Deliverables (as applicable) subject to these GCP and no Contract will, unless otherwise stated in the Order, be formed until the earlier of:

2.2.1 the Supplier expressly giving notice of acceptance of the Order; or

2.2.2 two (2) Working Days from the date of receipt of the Order by the Supplier, unless the Buyer is notified in writing by the Supplier, within such two (2) Working Day period, that it is unable to fulfil the Order.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Supplier represents and warrants to the Buyer that, on the Effective Date and on an ongoing basis:

3.1.1 it has the power to enter into and perform and has taken all necessary action to authorise its entry into and performance of the Contract and the transactions contemplated by it;

3.1.2 the obligations expressed to be assumed by it in the Contract are legal, valid, binding and enforceable obligations;

3.1.3 no claim is being assessed and no litigation, arbitration or administrative proceedings are in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations and meet its liabilities under the Contract;

3.1.4 it is not the subject of any obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations and meet its liabilities under the Contract;

3.1.5 save as disclosed in writing to the Buyer, no one other than a bona fide employee of the Supplier has recommended that the Buyer enter into the Contract or otherwise interceded or negotiated on the Supplier's behalf in relation to the agreement or negotiation of the Contract;

3.1.6 neither it, nor to its knowledge, has any other person, including but not limited to any Associated Person, given, or agreed or promised to give any financial or other advantage, to or for the benefit of any other person in order to obtain or influence the award of the Contract; and

3.1.7 all Information provided by the Supplier to the Buyer as to the nature, standing and interests of the business of the Supplier and its shareholders is accurate and complete.

3.2 The Supplier further represents and warrants to the Buyer that:

3.2.1 in respect of the provision of Services:

(a) the Services will be provided in accordance with the requirements of the Contract, including any Specification referenced in or attached to the Order;

(b) the Services will be performed with all reasonable skill, care and diligence;

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(c) it will provide the Services in accordance with (and will not cause the Buyer or any Affiliate of the Buyer to breach) any applicable Law or best practice in any industry standards, profession or trade;

(d) it has all the necessary permissions, licences and authorities from third parties that it requires to carry out the Services and to enable the Buyer and the Permitted Users to use and exploit the same and any Service Outputs (including any Foreground IP); and

(e) any goods manufactured or supplied (to include Service Outputs) by the Supplier in connection with the Services will conform to any specifications referenced in or attached to the Order and in any event will be of satisfactory quality, fit for their intended purposes and free from defects.

3.2.2 in respect of Deliverables, each Deliverable will, following its Delivery:

(a) fully conform and perform in accordance with the requirements of the Contract, including any specification referenced in or attached to the Order;

(b) be free from any defects (whether actual or latent) in workmanship and materials;

(c) be new and not used;

(d) be fit for the particular purpose set out in the Order; and

(e) where the Buyer is not responsible for the design of the Deliverables, be free from defects (whether actual or latent) in design,

and the Supplier will deliver a certificate of conformity on Delivery that all Deliverables conform with this clause 3.2.2. If a Deliverable fails to comply with this clause 3.2.2 then this will be deemed a material breach of the Contract and the Buyer may terminate the Contract in accordance with clause 17.1.3. This will be in addition to the Buyer's other rights and remedies in the Contract.

3.3 The representations and warranties in clauses 3.1 and 3.2.2 will:

3.3.1 in respect of clause 3.1, survive the execution of the Contract and the performance of the Services and Delivery of the Deliverables; and

3.3.2 in respect of clause 3.2.2, be deemed repeated by the Supplier on the Scheduled Delivery Date of each Deliverable with reference to the facts and circumstances then existing.

4. PRICE AND PAYMENT

4.1 The price of the Services and/or Deliverables and the currency for payment will be set out in the Order.

4.2 Prices are exclusive of value added tax or any other similar tax ("**VAT**") payable in the Buyer's jurisdiction of incorporation but are otherwise fully inclusive including in respect of all other taxes, duties, levies and Tariffs. If VAT is chargeable in the Buyer's jurisdiction of incorporation, it will be separately identified on the invoice and subject to the Supplier's compliance with its obligations in clause 4.4 or 4.5 below, as applicable, will be payable by the Buyer.

4.3 Subject to clause 4.2 and notwithstanding Clause 24.10, the Supplier will be responsible for, and will indemnify the Buyer in full, from and against any and all taxes, duties, fines, penalties and interest thereon, imposed on the Supplier, its personnel or any Affiliate of the Supplier, by the government or other lawful taxing authority of any country for or on account of any payment made to or earned by the Supplier in connection with the provision of the Services and/or supply of Deliverables under the Contract.

4.4 Subject to acceptance of the Services and/or Deliverables (as applicable) pursuant to clauses 6 (Acceptance) and 9 (Remedy for Defects), the Supplier will be entitled to submit an invoice to the Buyer upon completion of the Services or Delivery of the Deliverables (or at such other times as agreed by the Parties), and the Supplier confirms that it will comply with the terms of the Order in respect of submitting its invoice(s) (to include the use of an online portal if and as directed by the Buyer) and that each invoice will quote the number of the Order and a full breakdown of the price (with sufficient information to enable the Buyer to verify the price, including (where the price is based on a rate card) hours worked) and any other relevant references provided at Delivery. The Supplier agrees and acknowledges that the Buyer will have no liability in respect of any payments due hereunder which are

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not invoiced by the Supplier in accordance with the Order or that is not invoiced within twelve (12) months of the date when such invoice had properly become presentable under this clause 4.4.

4.5 In respect of Deliverables only:

4.5.1 subject to compliance with applicable Law, where the Supplier has registered to participate in a goods collection service with the Buyer or an Affiliate of the Buyer (for example, 'E-Manifest' or 'Matrix') then, after the later of the Scheduled Delivery Date or the Delivery of all the Deliverables, the Buyer will raise an invoice on the behalf of the Supplier for the Deliverables that will serve as a VAT invoice (a "**Self-billed Invoice**"). The Supplier will, either before or as soon as practicable after the Effective Date, provide the Buyer with the Supplier's VAT registration number and any other details reasonably requested by the Buyer for the purposes of raising the Self-billed Invoice; and

4.5.2 notwithstanding clause 4.4, where the Supplier has not registered to participate in a goods collection service with the Buyer or an Affiliate of the Buyer or where the issue of a Self-billed Invoice is not permitted under applicable Law then the Supplier will be entitled to invoice the Buyer after the later of the Scheduled Delivery Date or the Delivery of all the Deliverables or performance of the Services. The Supplier will agree the format of the invoice in advance and in accordance with the Buyer's instructions.

4.6 Subject to Supplier's compliance with its obligations in clause 4.4 or 4.5 (as applicable) and provided the Deliverables and/or Services have been accepted in accordance with clause 6 (Acceptance) and not been rejected by the Buyer for non-conformity with the Contract in accordance with clause 9 (Remedy for Defects), then the Self-billed Invoice or invoice (as applicable) will be due and payable by the Buyer on the first Thursday seventy-five (75) days after the issue of the Self-billed Invoice or the receipt of a valid, complete, accurate and undisputed invoice from the Supplier, as applicable. If such a Thursday is not a normal banking day in the United Kingdom then payment will be made on the following normal banking day in the United Kingdom that simultaneously corresponds to a normal banking day in Saudi Arabia.

4.7 Subject to and in accordance with clause 4.6, the Buyer will electronically transfer payment to the supplier using (at the Buyer's option) electronic transfer or wire transfer to the Supplier's designated account with a bank licensed in Saudi Arabia and unless otherwise agreed between the Parties, the Supplier acknowledges and agrees that the Buyer will not be responsible for any charges incurred on the payment from intermediary banks during the transfer of such payment to the Supplier. Unless otherwise agreed between the Parties, the Buyer will not make payments to third parties (other than to the Supplier's account with a reputable bank).

4.8 The Supplier will notify the Buyer as soon as practicable if: (i) its VAT registration number changes; (ii) it ceases to be VAT registered; and/or (iii) there are any other changes which may affect how VAT is assessed in relation to the Contract.

4.9 Without prejudice to any other right or remedy, the Buyer will be entitled, upon written notice to the Supplier , to set-off any certain, due, and undisputed liability or amount owed by it to the Supplier under the Contract against any certain, due, and undisputed liability of the Supplier or any Supplier Affiliates to the Buyer or any of the Buyer Affiliates (including any amounts arising under any indemnity in the Contract) under the Contract or under any other agreement, provided that such set-off does not include any amounts that are contingent, disputed, unliquidated, or not yet due, unless otherwise agreed in writing by the Parties or confirmed by a final court judgment. The set-off shall not include any amounts in the nature of interest or penalties prohibited by Sharia law. Sections 3(2) and (3) of the Contracts (Rights of Third Parties) Act 1999 will not apply.

4.10 If the Buyer fails to make payment when due, the Supplier may claim compensation for actual and proven losses directly arising from such delay, provided such claim is consistent with Sharia principles. No interest shall be payable.

4.11 No variation in the price nor extra charges can be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Buyer. In addition to this, the Supplier will at all times, and will ensure that its suppliers will at all times, enact or implement any available exemptions and/or reliefs from Tariffs (including but not limited to the use of inward processing relief, duty drawback, temporary import bond, foreign trade zone, deep processing model and defence exemptions) and will provide to the Buyer upon request any information regarding the status of the Supplier's (and its suppliers') applications in respect of such exemptions and/or reliefs and the effects on its costs (where applicable). The Supplier will absorb any increase in costs resulting from Tariffs, and will not pass such costs on to the Buyer.

4.12 If the Buyer receives an invoice from the Supplier, which it disputes in good faith, the Buyer will notify the Supplier in writing of such dispute as soon as reasonably practicable and the Buyer may withhold payment of such sums as are in dispute pending resolution of such dispute with the Supplier.

4.13 Unless otherwise agreed in writing by the Parties, within 90 (ninety) days of the Effective Date, Supplier will provide the Buyer with a draft CIP regarding the Deliverables and Services (as applicable). For each draft CIP submitted by the Supplier, the Buyer may: (i) require further information or amendments (in which case the Supplier will provide the same), or (ii) approve the plan and once approved by the Buyer it will become the CIP.

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4.14 The Supplier will implement and comply with the CIP. The output of all cost reduction activities set out in the CIP will be reflected in a reduced price for the Deliverables and Services (as applicable) which reflects the full saving achieved and will take effect from the date of implementation of the relevant cost reduction activity.

4.15 If the Buyer determines that the Supplier has failed to implement one or more cost reduction initiatives within the timescales specified in the then current CIP, the price of the relevant Deliverable or Service (as applicable) will be deemed uncompetitive and each such Deliverable or Service will be respectively an "**Uncompetitive Deliverable" or "Uncompetitive Service"**. The Buyer will provide written notice of such a determination ("**Notice of Uncompetitive Deliverable**" or "**Notice of Uncompetitive Service**" (as applicable)). If the Supplier cannot disprove the Buyer's findings to the Buyer's reasonable satisfaction within 30 (thirty) days of the date of the Notice of Uncompetitive Deliverable or Notice of Uncompetitive Service (as applicable), then the Supplier will promptly reduce the price of such Uncompetitive Deliverable(s) or Uncompetitive Service(s) (as applicable) to at least the level to which it would have been reduced pursuant to clause 4.14 had the Supplier implemented the relevant cost reduction initiative in accordance with the CIP.

5. PERFORMANCE OF SERVICES AND DELIVERY OF DELIVERABLES

5.1 In respect of Services:

5.1.1 the Services will be provided to the Buyer and any Permitted Users:

(a) from the date(s) of commencement of the Services as set out in the Order;

(i) until the service completion date as specified in the Order; or

(ii) where no service completion date is specified in the Order, until the Services have been fully performed in accordance with the Contract;

(b) in accordance with:

(i) the Specification;

(ii) any Specified Service Levels;

(iii) any Specified Timescales; and

(c) at the location specified in the Order (where applicable).

5.2 In respect of Deliverables:

5.2.1 the Supplier will, unless otherwise stated in the Order, Deliver the Deliverables to the relevant Buyer in accordance with Delivered Duty Paid (Incoterms 2020) ("**DDP**") on the Scheduled Delivery Date to the address stated in the Order and with all documentation required by the Contract;

5.2.2 the Supplier will participate in a goods delivery service with the Buyer;

5.2.3 the Supplier will not, as a condition of the Contract, supply any Deliverables:

(a) made using any materials or components provided by the Buyer to any other party than the Buyer, the Buyer's Affiliates or an entity in the Buyer's Group; and/or

(b) under a make to print Contract, to any other party than the Buyer, the Buyer's Affiliates, an entity in the Buyer's Group or a person to whom the Buyer has instructed Supplier in writing to supply the Deliverables. For these purposes, a make to print Contract is any Contract under which Supplier is not required to design the Deliverables;

5.2.4 the Supplier will ensure, and it is a condition of the Contract, that title to a Deliverable transfers to the Buyer on Delivery with full title guarantee and free from all Security Interests. Notwithstanding anything contained in the DDP, risk of loss or damage to a Deliverable will pass to the Buyer on Delivery and not before; and

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5.2.6 the date of Delivery of the Deliverable(s) will be the date(s) specified as such in the Order ("**Scheduled Delivery Date**").

5.3 Time is of the essence for the performance of the Supplier's delivery obligations and the provision of the Services under the Contract.

5.4 Subject to clauses 5.6 and clause 11 (Force Majeure), if the Supplier fails to perform the Services in accordance with any Specified Timescales or any Specified Service Levels or fails to Deliver the Deliverable on the Scheduled Delivery Date (as applicable), then the Buyer will have the option, exercisable at its sole discretion, to either;

5.4.1 recover from the Supplier, in accordance with clause 10 (Liability and Indemnity), all Losses suffered by it as a result of the Supplier's failure to perform the Services in accordance with the Specified Timescales or Specified Service Levels or failure to Deliver the Deliverable on the Scheduled Delivery Date (as applicable); or

5.4.2 in respect of Services, if the Supplier fails to perform the Services in accordance with:

(a) the Specified Timescales, to claim two and a half percent (2.5%) of the price of the delayed Services as liquidated damages for each seven (7) day period of delay (or any part of such period) subject to a maximum of ten percent (10%) of the price for the Services so delayed; and/or

(b) the Specified Service Levels, to claim two and a half percent (2.5%) of the price of such Services as liquidated damages for each thirty (30) day period (or any part of such period) that the Services are not performed in accordance with the Specified Service Levels, subject to a maximum of ten percent (10%) of the price for such Services; and/or

5.4.3 in respect of Deliverables, if the Supplier fails to Deliver the Deliverable on the Scheduled Delivery Date claim two and a half percent (2.5%) of the price of the delayed Deliverable as liquidated damages for each seven-day (7) period of delay (or any part of such period) subject to a maximum of ten percent (10%) of the price of the Deliverable so delayed.

5.5 The Buyer may, in respect of any failure to perform the Services in accordance with the Specified Timescales or Specified Service Levels or any failure to Deliver the Deliverable on the Scheduled Delivery Date (as applicable), exercise its option under clause 5.4 at any time following the relevant deadline for the performance of the Services or the Scheduled Delivery Date for Deliverable. Such option can be exercised only by way of written notice to the Supplier signed by the Buyer. In respect of Services, the Buyer may not claim for a delay under clause 5.4.2(b) if it has already claimed for the same delay under clause 5.4.2(a).

5.6 The Buyer may require the Supplier:

5.6.1 in respect of Services, to suspend all performance under the Contract; or

5.6.2 in respect of Deliverables, delay Delivery of the Deliverable or suspend all performance under the Contract,

for a period of up to six (6) months and for the reasons notified to the Supplier at the date of suspension, provided that such reasons are bona fide and the right is exercised in good faith and not for the purpose of circumventing or avoiding the Buyer's obligations under the Contract. In the event of any suspension of the Supplier's performance under this clause 5.6, the Buyer's obligation to pay for suspended Services or Deliverables (as applicable), during the period of suspension will be suspended for the same period of time.

5.7 The Supplier will immediately notify the Buyer in writing if it has any reason to believe that it may or will be delayed in any way from completing its obligations under the Contract, with full details of the reason for such belief and any mitigating measures it is taking to manage or reduce the delay.

6. ACCEPTANCE

6.1 Where the Order (or any other part of the Contract) stipulates that acceptance tests or inspections will apply to the Service Outputs and/or Deliverables, the Services and/or Deliverables will not be deemed accepted until the completion of such acceptance tests or inspections to the satisfaction of the Buyer.

6.2 Where the Order (or any other part of the Contract) does not provide for any acceptance tests or inspections, the Buyer will:

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6.2.1 in respect of Services, not be deemed to have accepted the Services or the Service Outputs, in whole or in part, for a reasonable period of time following the provision of the Services, not to be less than forty-five (45) days in any circumstances; and

6.2.2 in respect of Deliverables, if the Buyer is not satisfied that the Deliverables are in full conformance with the requirements of the Contract, have the right to reject the Deliverables, in whole or in part, within a reasonable period of time following the Delivery, not to be less than forty-five (45) days in any circumstances.

6.3 If the Buyer does not accept the Services or the Service Outputs, the Buyer may, at its sole discretion:

6.3.1 send the Supplier a written notice that specifies the reasons for the Buyer's non-acceptance and requiring the Supplier to take rectifying action (a "**Services Rectification Notice**");

6.3.2 send the Supplier a written notice rejecting the relevant Services (a "**Services Rejection Notice**"); or

6.3.3 send the Supplier a written notice rejecting the relevant Services and terminating the Contract with immediate effect without the need to obtain a court order (a "**Services Rejection and Termination Notice**").

6.4 Upon receipt of a Services Rectification Notice, the Supplier will, within the timeframes reasonably required by the Buyer (taking into account in particular the impact on the Buyer's business resulting from the non-acceptance under clause 6.3 above), re-perform the relevant Services so as to ensure that the reasons for the Buyer's non-acceptance of the Services are adequately addressed and re-submit the relevant Service Output to the Buyer for acceptance. If the Buyer does not accept the relevant Service Output re-submitted to it pursuant to this clause 6.4 or if the Supplier fails to re-perform the relevant Services in accordance with this clause 6.4, then clause 6.3 will apply.

6.5 Upon receipt of a Services Rejection Notice, the Supplier will, within ten (10) days of the receipt of the Services Rejection Notice, refund to the Buyer all amounts which have been paid by the Buyer under the Contract in respect of the rejected Services.

6.6 Upon receipt of a Services Rejection and Termination Notice, the Buyer will be under no obligation or liability to make any further payment to the Supplier and the Supplier will, within ten (10) days of receipt of the Services Rejection and Termination Notice, refund to the Buyer all amounts which have been paid by the Buyer under the Contract in respect of the rejected Services and any other unperformed Services.

6.7 Any acceptance of the Services and/or Deliverables by the Buyer will not release the Supplier from complying with its other obligations under the Contract (including any warranties or representations given or made by the Supplier under the Contract).

6.8 If the Buyer rejects a Deliverable, the Buyer will notify the Supplier in writing and the Supplier will collect such Deliverable, at its own cost, within thirty (30) days of such notification. If the Supplier does not collect the Deliverable within thirty (30) days of the notification of rejection, the Buyer may scrap or dispose of the Deliverable at the Supplier's cost. If the Buyer rejects a Deliverable pursuant to this clause 6.8 the Supplier agrees and acknowledges that the Buyer will have no liability in respect of any payments due for such rejected Deliverable and the Supplier will reimburse the Buyer any prepaid payments in respect of any rejected Deliverable within fourteen (14) days following receipt of notification by the Buyer (in accordance with this clause 6.8).

7. BUYER PROPERTY

7.1 Buyer Property and title therein will remain the property of the Buyer or its Affiliate (as applicable) at all times.

7.2 Buyer Property while in the Supplier's custody or control will be held at the Supplier's risk and the Supplier will at all times:

7.2.1 be fully responsible for any loss of, or damage to any Buyer Property;

7.2.2 only use the Buyer Property for the purposes of the Contract or fulfilling Orders or as otherwise instructed or authorised in writing by the Buyer;

7.2.3 at the Supplier's expense, keep the Buyer Property insured in an amount equal to the replacement cost with insurance proceeds payable to the Buyer or its Affiliate or their nominee (with all Losses payable to the Buyer);

7.2.4 ensure that the Buyer Property is kept separate from other property and plainly and permanently marked or otherwise adequately identified by the Supplier as belonging to the Buyer or its Affiliate (or their nominee) or to such other third party as notified by the Buyer;

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7.2.5 at the Supplier's expense, maintain and keep in good condition the Buyer Property (fair wear and tear excepted) at such locations as specified in the Order or as otherwise approved in advance in writing by the Buyer; and

7.2.6 maintain comprehensive records of the Buyer Property and will keep any logbooks, records (including maintenance or use records) and any other documents relating to the Buyer Property, fully up to date.

7.3 The Supplier will promptly provide the Buyer with a list of the Buyer Property and the location of such Buyer Property and, if appropriate, a forecast of the remaining usable life of such property:

7.3.1 within thirty (30) days of each anniversary of the Effective Date;

7.3.2 on the request of the Buyer;

7.3.3 on the termination of the Contract; and/or

7.3.4 when all of the Services and/or Deliverables have either been cancelled, performed or delivered.

7.4 The Supplier will immediately follow any instructions of the Buyer to return to the Buyer any Buyer Property and any other information or data belonging to the Buyer and will not dispose of the Buyer Property at any time other than in accordance with the Buyer's written instructions or authorisation.

7.5 The Supplier will indemnify the Buyer or its Affiliates against any and all liability for loss or damage to the Buyer Property or injury to or death of persons arising from or incidental to the presence or use of the Buyer Property, whether such loss, damage, injury, or death be caused by defects in such property, negligence in the use of such property, strict liability or otherwise.

8. QUALITY

The Supplier warrants and represents that it will comply in full with any requirements set out in the Global Supplier Portal, as updated from time to time by the Buyer, including the requirements of SABRe, unless such requirements clearly state that they are not applicable to the type or nature of the Services being supplied by the Supplier under the Contract.

9. REMEDY FOR DEFECTS

9.1 Notwithstanding clause 6 (Acceptance), in respect of Services:

9.1.1 if the Services do not conform to or, for a period of twelve (12) months following the completion of the Services, fail to continue to conform to the requirements set out in clauses 3.2 and 8 (Quality) ("**Service Non-Conformance**") then the Buyer may send the Supplier a written notice requiring the Supplier to re-perform the Services (a "**Service Non-Conformance Notice**"). Within thirty (30) days of receipt of the Service Non-Conformance Notice the Supplier will, at its own cost, re-perform the Services at the location specified by the Buyer to rectify the Service Non-Conformance. If the Supplier fails to rectify the Service Non-Conformance within such thirty (30) day period, the Buyer may:

(a) choose to accept the Service Non-Conformance and reasonably adjust the Contract price to reflect the extent and impact of the Service Non-Conformance;

(b) rectify or arrange to have rectified such Service Non-Conformance at the Supplier's cost (which the Supplier will reimburse to the Buyer within fourteen (14) days of the Buyer invoicing the Supplier for such costs); or

(c) procure equivalent services from alternate sources in order to meet the Buyer's requirements at the Supplier's cost (which the Supplier will reimburse to the Buyer within fourteen (14) days of the Buyer invoicing the Supplier for those costs).

9.1.2 If any Service Non-Conformance is identified by the Supplier, the Supplier will immediately report such Service Non-Conformance to the Buyer.

9.2 Notwithstanding clause 6 (Acceptance), in respect of Deliverables:

9.2.1 if a Deliverable has a Defect then the Buyer may require the Supplier, on written notice and at the sole discretion of the Buyer to:

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(a) collect, repair or replace and re-Deliver the Deliverable at the Supplier's sole cost (such costs to include any transportation costs, any costs related to the removal or re-installation of the Deliverable from any higher assembly item and any other costs that the Buyer incurs that it would not have incurred but for the Defect);

(i) within thirty (30) days of the Buyer's written notice; or

(ii) where the Buyer's written notice states that, for urgent operational reasons, a shorter timescale is required, the Supplier will use its best endeavours to collect, repair or replace and re-Deliver the Deliverable within the timescale stated in the Buyer's written notice; or

(b) promptly refund the price of the Deliverable to the Buyer in full; and

(c) indemnify the Buyer in full for any costs the Buyer incurs in obtaining the Deliverable (or any equivalent item) from a third party, such costs to be paid within thirty (30) days of the Buyer sending an invoice to Supplier for such costs.

9.2.2 If the Buyer notifies the Supplier that it intends to exercise its rights under clauses 9.2.1(b) or 9.2.1(c), the Supplier will collect the Deliverable, at the Supplier's sole cost, from the Buyer within thirty (30) days of such a notification and risk and title to the Deliverable will pass to the Supplier on collection. If the Supplier does not collect the Deliverable within thirty (30) days of such notification, the Buyer will be entitled to scrap or dispose of the Deliverable at the Supplier's cost. If the Buyer exercises its rights under clause 9.2.1(a), risk in the Deliverable will pass to the Supplier on collection and pass back to the Buyer on re-Delivery.

9.2.3 The Supplier hereby acknowledges that for the purposes of this clause 9.2, in the event that the Defect is a latent defect the latest the Buyer can exercise its rights under clause 9.2 will be three (3) years from the date the Buyer becomes aware of such latent defect.

9.3 In addition to clauses 9.1 and 9.2 and without prejudice to any other rights or remedies of the Buyer, the Supplier acknowledges that in the event of any Service Non-Conformance or Defect the Buyer may incur associated internal administrative costs and that the Buyer may in its sole discretion charge the Supplier for such reasonable internal administrative costs.

9.4 The representations and warranties set out at clause 3.2 will apply in full to any Services re-performed and/or any Deliverables repaired or replaced under this clause 9.

9.5 In the event the Buyer exercise its rights under clauses 9.1.1(c) and/or 9.2.1(b) or 9.2.1(c) and notwithstanding clause 9.2.2, the Buyer will be entitled to immediately terminate the Contract in whole or in part on written notice to the Supplier.

10. LIABILITY AND INDEMNITY

10.1 Notwithstanding clause 5.4, the Supplier will indemnify the Buyer in full against any and all Losses that are incurred by the Buyer as a result of the Supplier's breach of any term of the Contract or as a result of any tortious (including negligent) acts or omissions of the Supplier (or any Authorised Sub-contractor) in connection with the performance of the Contract, irrespective of whether such Losses were foreseeable at the time the Parties entered into the Contract. The Buyer will use reasonable endeavours to mitigate any such Losses.

10.2 The liability of the Buyer to the Supplier under or in connection with the Contract whether arising in tort (including negligence), breach of contract, breach of statutory duty or otherwise will, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause, not exceed one hundred percent (100%) of the price payable by the Buyer for the Services and/or Deliverables, as set out in the Order.

10.3 For the purposes of this Clause 10.3, a 'Buyer customer' means any agency or division of the government of the United States of America which acquires goods and/or services directly or indirectly from Buyer or any Affiliate of Buyer which, in each case, incorporate or include the provision of the Deliverables. Without prejudice to any other term of the Contract the effect of which is to exclude or limit the liability of Buyer or any Affiliate of Buyer, Supplier acknowledges and agrees the following in relation to any Buyer customer:

10.3.1 Supplier's sole recourse in respect of the Contract is against Buyer; and

10.3.2 it will not, in respect of the subject matter of the Contract, commence any claim or proceedings in any court or other forum against any Buyer customer other than pursuant to and in accordance with the United States of America Federal Tort Claims Act or such other applicable law of the United States of America or any state thereof; and

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10.3.3 to the extent set out in Clause 10.3.2, this Clause 10.3 grants rights to and is intended to be enforceable by any Buyer customer and Buyer may disclose this Clause 10.3 and any other terms of the Contract to the extent necessary to give effect to this Clause 10.3.

11. FORCE MAJEURE

11.1 Provided that the affected Party has not directly or indirectly caused a Force Majeure Event and subject to the affected Party's compliance with clauses 11.2 and 11.3, the time specified for the performance by a Party of any obligation of that Party in the Contract will be extended by a period equal to the period for which such performance is prevented by a Force Majeure Event.

11.2 The affected Party will use all reasonable endeavours to mitigate the effect of a Force Majeure Event.

11.3 If a Force Majeure Event occurs that will or may prevent the timely performance of a Party's obligations under the Contract, the affected Party will notify the other Party as soon as possible and in any event within five days of the start of the Force Majeure Event, providing:

11.3.1 full details of the Force Majeure Event;

11.3.2 its anticipated effect; and

11.3.3 the affected Party's proposed measures to mitigate its effect.

11.4 If the Buyer receives a notification from the Supplier under clause 11.3 or if the Buyer reasonably believes that a Force Majeure Event has occurred that will or may prevent the timely performance of the Supplier's obligations under the Contract, the Buyer may immediately, on written notice to the Supplier, cancel its Order under the Contract in respect of some or all of the Services and/or Deliverables. If the Order is cancelled in whole the Contract will immediately terminate pursuant to this clause 11.4 and for any Order cancelled in part the Contract will remain in force in respect of such part of the Services and/or Deliverables that have not been cancelled pursuant to this clause 11.4.

11.5 In the event of cancellation pursuant to clause 11.4:

11.5.1 in respect of Services, neither Party will have any other liability to the other in respect of such cancellation; and/or

11.5.2 in respect of Deliverables, the Supplier will repay to the Buyer any amount paid by the Buyer in respect of the cancelled Deliverables before their cancellation and clause 16 (Cancellation of Deliverables) will not apply to any cancellation made under clause 11.4 and neither Party will have any other liability to the other in respect of such cancellation.

12. SUPPLY OF INFORMATION AND RIGHTS OF INSPECTION

12.1 The Buyer may, in its absolute discretion and at any time, in respect of Services, before the termination or expiry of the Contract and in respect of Deliverables, before the termination or expiry of the Contract or the Delivery or cancellation of all of the Deliverables (pursuant to clause 16 (Cancellation of Deliverables)) inspect or nominate a Permitted User, a regulatory body, an independent third party or (in respect of Deliverables only) a customer of the Buyer (together for the purposes of this clause 12 "**Inspector**"), to inspect:

12.1.1 the Supplier's premises where any work related to the Contract is, was or will be carried out, including any tooling or equipment used in connection with the provision of the Services and/or supply of Deliverables;

12.1.2 any processes, procedures, policies, systems or plans used by the Supplier in connection with the provision of the Services and/or supply of Deliverables;

12.1.3 any materials used, or to be used, by the Supplier in connection with the provision of the Services and/or supply of Deliverables;

12.1.4 in respect of Deliverables, the Deliverables themselves, regardless of what stage they are at in the manufacturing, assembly or supply process; and

12.1.5 any financial information of the Supplier, including any annual report, interim accounts or monthly management accounts,

and the Supplier will co-operate to the fullest possible extent with the Buyer to ensure the Buyer or, as applicable, the Inspector is able to conduct and complete such inspections promptly and to the Buyer's satisfaction.

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12.2 The Buyer will usually give the Supplier reasonable written notice of its intention to exercise its rights under clause 12.1, however the Buyer retains, at its sole discretion, the right to conduct inspections without prior notice to the Supplier.

12.3 The Supplier will ensure that the Buyer is able to exercise all its rights set out in clause 12.1 and clause 12.2 against a subcontractor or supplier of the Supplier in connection with the Contract.

12.4 If any inspection is required by the Buyer under clause 12.1 as a result of reasonable concerns relating to the Supplier's ability to perform its obligations in accordance with the Contract, the Supplier will be responsible for the costs of the inspection.

12.5 If the Buyer has reasonable grounds for believing the Supplier may be unable to perform its obligations under the Contract, the Buyer may require the Supplier to provide written evidence, to the Buyer's satisfaction, that the Supplier is able to fulfil its obligations under the Contract within thirty (30) days of the Buyer's request.

12.6 Without prejudice to clause 17.1.1(c), in the event that the Supplier comes under, or believes it is about to come under, the Control directly or indirectly of an entity who does not Control the Supplier at the Effective Date, then subject to confidentiality obligations imposed by Law, the Supplier will immediately notify the Buyer with full details of such an entity.

12.7 Any inspections carried out by the Buyer, a Permitted User, a regulatory body or an independent third party in accordance with this clause 12 will not imply an acceptance of the Services or any waiver of the Supplier's obligations under the Contract.

12.8 The Supplier will, on request, promptly provide the Buyer with a certificate of origin for any Deliverable or part of any Deliverable, and ensure that each such certification reflects the requirements of the World Trade Organization Trade Facilitation Agreement (where applicable).

13. SUBCONTRACTORS

13.1 The Supplier will not, without prior written notice to the Buyer, sub-contract, transfer or part with any right or obligation under the Contract nor delegate any of its responsibilities or obligations thereunder, provided always that the Supplier will be liable for the acts and omissions of the sub-contractor and will ensure that such sub-contractor's performance and/or delivery in connection with the Contract conforms to the requirements of the Contract ("**Authorised Sub-contractor**"). The Buyer may in its sole discretion and at any time during the term of the Contract, prohibit the use of a sub-contractor by the Supplier and the Supplier will not utilise such sub-contractor in the performance of the Supplier's obligations under the Contract.

13.2 The Supplier will ensure that any sub-contract agreed between the Supplier and an Authorised Sub-contractor will be subject to:

13.2.1 the Supplier entering into a legal binding agreement or commitment with the Authorised Sub-contractor that contain clauses that are materially similar to those in the Contract; and

13.2.2 each sub-contract containing a term prohibiting the Authorised Sub-contractor from sub-contracting any of its obligations.

13.3 The Supplier will document all instructions given to any Authorised Sub-contractor relating to the processing of Personal Data and will provide details of such instructions to the Buyer promptly on request.

13.4 The Supplier will, immediately on the Buyer's request, terminate the relevant sub-contract with the Authorised Sub-contractor.

13.5 The Supplier hereby indemnifies the Buyer against any Losses that the Buyer sustains as a result of the acts and omissions of an Authorised Sub-contractor.

14. WORKFORCE MATTERS

14.1 The Supplier will ensure that all Staff:

14.1.1 are in sufficient number, suitably experienced, qualified, skilled and trained to the level expected of a specialist professional providing services similar to the Services or those services required for the performance of the Contract to customers of the same nature as the Buyer, its Affiliates and any Permitted Users and will ensure that such Staff will act at all times in a professional manner;

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14.1.2 observe and comply with all health and safety rules and regulations and security requirements and other procedures and other regulations (including health, safety and site policies) in force at any relevant Buyer or Permitted User premises; and

14.1.3 observe and comply with the Global Supplier Code of Conduct and any other applicable codes of practice as set out on the Global Supplier Portal.

14.2 If the Buyer, its Affiliates, or any Permitted User, reasonably believes that any member of Staff is sub-standard, or will at any time be dissatisfied for any reason with the performance or behaviour of any person engaged in performing the Services on any of the Buyer's sites or services required for the performance of the Contract, or otherwise unsuitable to perform their obligations in connection with the Contract, the Buyer may, in its absolute discretion, give notice requiring the Supplier to remove any such member of Staff from the provision of the Services or services required for the performance of the Contract. The Supplier will (at its own cost) promptly arrange for the removal of such Staff from the performance of the Contract and will within twenty four (24) hours provide a substitute person satisfactory to the Buyer and, as applicable, its Affiliates and/or the Permitted User at no additional cost to the Buyer.

14.3 Staff will at all times remain employed or engaged by the Supplier and the Supplier will meet all employment costs and liabilities in respect of Staff.

14.4 If, as a consequence of the termination or expiry of the Contract (whether in whole or in part), the contract or employment or engagement of any person who was engaged (or formerly engaged) in providing the Services (or part of the Services) has effect or is alleged to have such effect, pursuant to the Transfer Regulations, as if originally made between the Buyer, any Affiliate of the Buyer, any Permitted User, or any Successor Supplier (as applicable) and any such person, then, the Supplier will indemnify the Buyer (and will pay to the Buyer such sums as would, if paid to the relevant Affiliate, Permitted User, or Successor Supplier (as applicable), indemnify the relevant Affiliate, Permitted User, or Successor Supplier (as applicable)) in full against all Losses suffered or incurred by the Buyer, any Affiliate of the Buyer, any Permitted User, and/or any Successor Supplier arising from or in connection with (i) any such employment or engagement, and (ii) any termination of any such employment or engagement.

14.5 The Supplier agrees that, in respect of any employees of the Buyer, its Affiliates, or any Permitted User who are directly involved in the performance by the Supplier of the Supplier's obligations under the Contract, the Supplier will not, during the term of the Contract and for a period of six months after the expiry or termination of the Contract, directly entice such person away from the Buyer, its Affiliates, or any Permitted User (as applicable) with the intent itself of employing or otherwise engaging such person. This clause 14.5 will not apply in respect of any personnel who can be shown to have responded to a bona fide published recruitment advertisement without any inducement or encouragement from the Supplier (other than through the advertisement itself).

14.6 The Supplier will not without the prior consent of the Buyer allow any person on to any of the Buyer's sites other than those persons directly engaged in performing the Services or services required for the performance of the Contract.

15. CYBER SECURITY

15.1 The Supplier will and will procure that any Authorised Sub-contractor(s) will comply with the Rolls-Royce Supplier Minimum Cyber Security Standard together with any applicable Laws, in connection with the provision of the Services and/or supply of Deliverables under the Contract.

15.2 If the Supplier is unable to comply with, or at any time during the term of the Contract ceases to comply with, any security measures contained in the Rolls-Royce Supplier Minimum Cyber Security Standard (including any changes to certifications and accreditations) the Supplier will immediately notify the Buyer and unless otherwise directed by the Buyer, the Supplier will provide the Buyer with a cyber implementation plan within thirty (30) days from the date of such notification and the Parties will agree in good faith the remedial actions required.

15.3 Unless otherwise agreed between the Parties, the Supplier agrees to complete all remedial actions agreed pursuant to clause 15.2, to the Buyer's reasonable satisfaction within six (6) months from the date of the Supplier's notification pursuant to clause 15.2 and the Parties will review progress of such cyber implementation plan no less than once every four (4) weeks.

15.4 The Supplier will (and will procure that any Authorised Sub-contractor will) if so requested by the Buyer on reasonable notice and no more than once per annum, submit to periodic formal security reviews conducted by the Buyer or the Buyer's third-party representatives (or by the Supplier on any Authorised Sub-contractor) to:

15.4.1 review and verify the confidentiality, integrity and security of any data relating to the Contract; and

15.4.2 review the Supplier's compliance with the Rolls-Royce Supplier Minimum Cyber Security Standard and the Contract.

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15.5 The Supplier will (and will procure that any Authorised Sub-contractors will) submit to a review by the Buyer and/or its third-party representatives in the event of a Cyber Security Incident in order to assess the impact of the Cyber Security Incident on the Buyer.

15.6 In the event of a breach of this clause 15 by the Supplier, including failure by the Supplier to provide a cyber implementation plan in accordance with clause 15.2 and/or complete the remedial actions within any agreed timelines pursuant to clause 15.3, the Buyer may, in its sole discretion:

15.6.1 extend the timeline for submission of a cyber implementation plan or completion of the remedial actions (if, and as, applicable);

15.6.2 suspend the Contract;

15.6.3 agree in good faith any additional measures (including technical and organisational) to protect and secure the Buyer's Information and implement the same within timescales to be agreed between the Parties; or

15.6.4 immediately terminate the Contract by written notice to the Supplier.

15.7 The Supplier will (and will procure that any Authorised Sub-contractors will) notify the Rolls-Royce Security Operations Centre and submit a summary report to the Buyer, as soon as reasonably practicable, in the event of:

15.7.1 a Cyber Security Incident or any action that causes or in the Supplier's (and/or the relevant Authorised Sub-contractor's) reasonable opinion may cause a Cyber Security Incident;

15.7.2 a breach of this clause 15; and/or

15.7.3 a breach of clause 18 (*Confidentiality*).

16. CANCELLATION OF DELIVERABLES

16.1 Provided the Deliverables have not yet been delivered to the Buyer, the Buyer may at any time, on written notice (including emailed notice pursuant to clause 27.3.3) to the Supplier, cancel its Order under the Contract in respect of some or all of the Deliverables ("**Cancelled Deliverables**"), after which the Supplier will immediately stop all work in respect of such Cancelled Deliverables and will ensure that its Authorised Sub-contractors and suppliers immediately stop all work in respect of such Cancelled Deliverables.

16.2 Subject to clause 16.3, if the Buyer exercises its right to cancel under clause 16.1 above, the Supplier will repay to the Buyer any payment made in respect of the Cancelled Deliverables and the Buyer will pay to the Supplier in full and final satisfaction of all claims arising out of such cancellation any costs of any work-in-progress that the Supplier can prove it has reasonably and properly incurred in respect of the Cancelled Deliverables up to the date on which the Buyer notified the Supplier of its intention to cancel the Deliverables, provided that the total amount payable by the Buyer to the Supplier under this clause 16.2 will in no circumstances exceed the total price of the Cancelled Deliverables.

16.3 The Supplier must submit its full claim under clause 16.2 to the Buyer within 60 (sixty) days of the date on which the Buyer notified the Supplier of its intention to cancel some, or all, of the Deliverables pursuant to clause 16.1. If the Supplier fails to submit its full claim under clause 16.2 within such 60 (sixty) day period, the Supplier's right to make such a claim will lapse and the Buyer will have no further liability to the Supplier arising out of the relevant cancellation.

16.4 If the Buyer has exercised its right under clause 16.1, the Buyer reserves the right to, at its sole discretion, require the Supplier to deliver to the Buyer all work-in-progress and any material purchased by the Supplier, in connection with the Cancelled Deliverables.

17. TERMINATION

17.1 The Buyer may, without prejudice to its other rights or remedies under the Contract terminate the Contract without the need to court order in whole or in part without liability to the Supplier:

17.1.1 immediately on written notice to the Supplier, if:

(a) the Supplier suffers an Insolvency Event;

(b) the Supplier ceases or threatens to cease to carry on its business;

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(c) there is a Change of Control of the Supplier;

(d) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Buyer the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(e) the Supplier becomes an Affiliate of a Competitor;

(f) the Supplier breaches clauses 5.3, 12.1, 18 (Confidentiality), 21 (Compliance with Law and Data Protection) or clause 23 (Ethics);

(g) any representation or warranty made by the Supplier in clause 3.1 is or becomes incorrect;

(h) in respect of any other agreement between the Buyer or any Affiliate of the Buyer and the Supplier or an Affiliate of the Supplier, the Buyer or the relevant Affiliate of the Buyer has a right to terminate such agreement following a breach by the Supplier or an Affiliate of the Supplier's (or its Affiliate's) obligations under such agreement;

(i) the Supplier breaches any other clause of the Contract and (in the case of a breach that is remediable) does not remedy such breach within thirty (30) days of receiving from the Buyer written notice of the breach and a request to remedy the breach; or

(j) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier;

17.1.2 immediately on written notice for convenience at any time for any reason whatsoever.

17.1.3 immediately on written notice pursuant to clauses 3.2.2, 5.2.3, 6.3.3, 9.5, 11.4, 15.6 and 23.5; or

17.1.4 as otherwise set out in an Order.

17.2 On termination of the Contract, for whatever reason, the Supplier will:

17.2.1 promptly return to the Buyer or at the Buyer’s request destroy (and the Supplier will provide written certification of such destruction) so that the Information is no longer retrievable, all Information relating to the Contract and all copies thereof and all other materials, data, information, documentation and the like (including such materials which are electronically stored) which have been provided, used or processed or created by or on behalf of the Buyer in respect of the Contract;

17.2.2 immediately cease processing any Personal Data; and

17.2.3 in respect of Services, provide all assistance as the Buyer may reasonably require to ensure an orderly transition of the Services to the Buyer or any Successor Supplier.

17.3 On termination in accordance with clause 17.1 (with the exception of clause 17.1.2), the Supplier will, if required by the Buyer to do so, promptly provide the Buyer (and any Permitted User and/or a third party engaged by the Buyer to complete the Deliverables (for the purposes of this clause 17.3 only, together the “**Users**”)) with and licence the Buyer (and any Users) to use, or ensure that the Buyer (and any Users) is promptly provided with and the Buyer (and any Users) is (or are) licensed to use, all such designs, documentation, IPR and information as may be necessary to enable the Buyer (and any Users) to provide the Services itself, or have a third party provide the Services and/or complete the Deliverables, over the period of time the Supplier would have performed the Services and/or completed the Deliverables if the Contract had been performed as originally intended by the Parties. Subject to clause 20 (Intellectual Property Rights), the Buyer (and any Users) will have no right to use such designs, documentation and information provided under this clause 17.3 for any purpose other than providing the Services and/or completing the Deliverables and/or having a third party provide the Services and/or complete the Deliverables.

17.4 The Supplier may terminate the Contract in the following circumstances only and any right the Supplier may otherwise have to terminate or cancel the Contract at common law (including by acceptance of repudiation by the Buyer) is hereby excluded:

17.4.1 if the Buyer suffers an Insolvency Event; or

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17.4.2 if the Buyer is in breach of any obligation to make any payment under the Contract and such breach continues for a period of 90 (ninety) days from the date that the Buyer received a written notice from the Supplier notifying the Buyer that the payment was overdue, provided that the amount of the payment is not in dispute between the Parties.

18. CONFIDENTIALITY

18.1 Subject to clause 18.2, each Party agrees to hold in confidence any Information that it acquires directly or indirectly from the other Party (or the Affiliates of the other Party) and agrees;

18.1.1 to protect the Information with the same degree of care used to protect its own Information (which will never be less than a reasonable degree of care);

18.1.2 not to use the Information other than for the purposes of the Contract;

18.1.3 not to disclose the Information at any time or to any third party without the written approval of the other Party; and

18.1.4 not to remove, alter or deface any proprietary, confidentiality or security designations denoted on the Information.

18.2 The provisions of clause 18.1:

18.2.1 do not apply to Information which is:

(a) already in the public domain;

(b) received from a third party who is without an obligation of non-disclosure; or

(c) already known (without any obligation of confidentiality) by the receiving Party at the time of receipt.

18.2.2 will not prevent either Party from disclosing the Contract and financial information concerning the business between the Parties to appointed auditors, legal advisers, insurers, accountants and in respect of the Buyer, to any relevant Government(s);

18.2.3 will not prevent the Buyer from using the Information for its internal business purposes;

18.2.4 will not prevent the Buyer from disclosing Information to its Representatives solely to the extent necessary for the purposes of using the Services and/or the Deliverables (as applicable), exercising its rights and performing its obligations under the Contract and/or for its internal business purposes;

18.2.5 will not prevent the Supplier from disclosing Information to its Authorised Sub-contractors solely to the extent necessary for the purposes of providing the Services and/or supplying the Deliverables (as applicable);

18.2.6 will not prevent the Buyer from disclosing Information to its Affiliates and/or Permitted Users; and

18.2.7 will not prevent the Buyer from disclosing Information protected by the Supplier's IPR, if and to the extent that it is entitled to sublicence the use of such IPR.

18.3 Each Party will be responsible for the observance of the provisions of this clause 18 by its employees or any other third parties to whom Information is disclosed in accordance with this clause 18.

18.4 If the Party receiving the Information (the "**Receiving Party**") believes it is required by Law to disclose any Information to any third party:

18.4.1 such Party will provide the Party disclosing the Information (the "**Disclosing Party**") with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief or obligation) to enable the Disclosing Party to seek appropriate protective relief and/or to take steps to resist or narrow the scope of any required disclosure; and

18.4.2 the Receiving Party must co-operate with the Disclosing Party with respect to such matters and will in any event disclose only such Information as it has ascertained, after taking legal advice, it is compelled by Law to disclose, and will use all reasonable endeavours to ensure that all

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Information so disclosed is accorded confidential treatment on materially similar confidentiality terms as contained in the Contract. The Receiving Party will always notify the Disclosing Party in writing of the means, content and timing of such a disclosure before such a disclosure is made.

18.5 The purpose of this clause 18, the Buyer will be deemed to be the Disclosing Party, and the Supplier to be the Receiving Party of any Information that constitutes Foreground IP.

19. GOVERNMENT FLOW DOWNS

The Supplier acknowledges that the Buyer and its Affiliates (from time to time) has or have customers including governmental or other public bodies which may require, pursuant to their agreements and arrangements with the Buyer and/or a Buyer Affiliate, that the Buyer and/or a Buyer Affiliate complies with terms, conditions, restrictions and other obligations of such government or other public body (together, the 'government requirements') and the Supplier will and will procure that its Authorised Sub-contractors will comply with any such government requirements provided or made available to the Supplier in writing from time to time. Without prejudice to any other term of the Contract that requires Supplier to procure that its Authorised Sub-contractors take an action, Supplier will procure that its Authorised Sub-contractors include in any relevant contract to which the Authorised Sub-contractor is a party a provision requiring the counterparty to flow down the government requirements to its suppliers. For these purposes, a 'relevant contract' means any contract between an Authorised Sub-contractor and its supplier which relates directly or indirectly to the Services and/or Deliverables.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 Subject to clause 20.2, neither Party will acquire any title, right or interest in or to any IPR belonging to or licensed to the other Party or developed by the other Party.

20.2 All IPR created as a result of work undertaken under or in connection with the Contract by the Supplier, its suppliers, subcontractors or agents, including any IPR in any new technologies, products, processes, reports, diagrams, documentation, business methods or methods of manufacture ("**Foreground IP**") together with any Enforcement Rights will vest in and become the absolute property of the Buyer. The Supplier hereby assigns, and will ensure that any third party creating Foreground IP on the Supplier's behalf assigns, all Foreground IP to the Buyer with full title guarantee together with all Enforcement Rights, with effect immediately on creation of such Foreground IP, free from any Security Interest and the Supplier will:

20.2.1 take all necessary actions, or will ensure that the necessary actions are taken, (including signing any documents) to ensure that such Foreground IP vests in full with the Buyer immediately on creation;

20.2.2 ensure that its and its suppliers' employees and contractors waive any moral rights in or relating to any works to which such Foreground IP relates and will on request provide the Buyer with written evidence of such waiver; and

20.2.3 take any steps reasonably required by the Buyer to enable the Buyer to register its ownership of such Foreground IP.

20.3 The Supplier will not use, exploit, develop, transfer or licence any Foreground IP or any other IPR belonging to, or provided to the Supplier by the Buyer and any Affiliate of the Buyer for any purpose other than fulfilling its obligations to the Buyer under the Contract.

20.4 The Buyer hereby grants to the Supplier a non-exclusive, royalty-free, non-transferrable, non-sub-licensable licence to use, for the sole purpose of and to the extent necessary for performing the Contract, any of the Buyer's IPR that the Buyer discloses or makes available for such purpose.

20.5 The Supplier hereby grants to the Buyer a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, freely sub-licensable licence to use any IPR owned by the Supplier or licensed to the Supplier on terms permitting the grant of this licence for the purpose of possessing, using, distributing, copying, exploiting, developing, repairing or selling the Deliverables and/or the Service Outputs.

20.6 The Supplier will indemnify the Buyer in full against any loss suffered by the Buyer as a result of a third party allegation or claim that the possession, use, exploitation, development, sale or repair of the Deliverables and/or Service Outputs infringes such a third party's IPR (an "**IPR Claim**"). This clause 20.6 will not apply where the IPR Claim is the direct and unavoidable result of the Supplier using IPR that was provided to the Supplier by the Buyer or any Affiliate of the Buyer and that the Buyer required the Supplier to use in the performance of the Contract.

20.7 In addition to the indemnity set out at clause 20.6 above, if there is an IPR Claim or if the Buyer reasonably suspects that there will be an IPR Claim and notifies the Supplier in writing thereof, the Supplier will take all steps required by the Buyer to ensure that the Buyer can continue to use the Deliverables and/or Service Outputs without infringing a third party's IPR, which may include obtaining for the Buyer a worldwide, non-exclusive, royalty-

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free, irrevocable, sub-licensable and perpetual licence to possess, use, exploit, develop, sell or repair the Deliverables and/or Service Outputs (or any part thereof) (and in respect of Deliverables to manufacture or have manufactured the Deliverables) which are the subject of the IPR Claim or, at the Buyer's sole discretion, replacing such Deliverables and/or Service Outputs with substantially equivalent non-infringing Deliverables or Service Outputs.

21. COMPLIANCE WITH LAW AND DATA PROTECTION

21.1 The Supplier will, and will procure that any Associated Persons and Authorised Subcontractors will, at all times:

21.1.1 obtain, maintain and observe all regulatory approvals applicable in connection with the supply of the Services and/or the Deliverables;

21.1.2 comply with all applicable Laws, including those relating to and governing:

(a) employment;

(b) health and safety;

(c) environmental protection;

(d) the disposal of any waste;

(e) human rights (including in relation to harassment, discrimination and child labour);

(f) minimum wage requirements;

(g) any materials, chemicals or processes used in connection with the provision of the Services and/or supply of the Deliverables (including Regulation (EC) No. 1907/2006 of the European Parliament concerning the registration, evaluation, authorisation and restriction of chemicals ("**REACH**")) and any other applicable chemical legislation;

(h) Data Privacy Laws; and

(i) ABC Laws;

21.1.3 notify the Buyer of any restrictions or provisos:

(a) that exist in respect of any regulatory approvals granted in connection with the provision of the Services and/or the supply of the Deliverables;

(b) that exist under any Law; or

confirm in writing that no such restrictions apply; and

21.1.4 provide the Buyer with any information reasonably requested by the Buyer and any information which it knows or should know that the Buyer will or may need in order to comply with or manage its obligations under any Laws.

21.2 Any Services provided and/or any Deliverables supplied or installed under the Contract will be so formulated, designed, constructed, finished, packaged and performed so as to be safe and without risk to health and all Deliverables will be supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.

21.3 The Supplier agrees before Delivery to furnish the Buyer in writing with a list, by name and description, of any harmful or potentially harmful properties or ingredients in the Deliverables whether in use or otherwise and following Delivery to notify the Buyer of any changes in such properties or ingredients.

21.4 The Supplier represents and warrants that any information provided by the Supplier in accordance with clause 21.3 will be true and accurate in all respects and the Supplier hereby acknowledges that the Buyer will rely on such information to satisfy its own obligations under the Health and Safety at Work Act 1974 (as extended, applied, replaced or amended and in force from time to time) and any other Laws.

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21.5 The Supplier will, and will procure that all its officers, employees, subcontractors (including any Authorised Sub-contractors) and agents will:

21.5.1 comply with the Modern Slavery Act 2015 and, without limiting the generality of this clause 21.5, only employ individuals whose presence is voluntary and not use forced, indentured, involuntary, prison, or uncompensated labour under any circumstances;

21.5.2 ensure that its employees and other personnel have the right to work in the territories appropriate to their engagement and comply with applicable government guidance on appropriate right to work checks; and

21.5.3 be compliant with the off payroll working rules (IR35) and unless otherwise stated in the Order, be solely responsible for the direction, supervision and control of any of their employees or other personnel in the provision of the Services and/or supply of Deliverables as the end hirer and that it is not an "intermediary" for the purposes of s61N ITEPA 2003.

21.6 For the purposes of the off payroll working rules (IR35), neither the Buyer nor the Supplier will be responsible for directing, supervising or controlling the other party's officers, directors, employees, consultants, contractors, personnel and any other of its representatives or its relevant Affiliates involved in the performance of their respective obligations under the Contract.

21.7 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees, subcontractors (including Authorised Sub-contractors), any Associated Persons and agents:

21.7.1 has been convicted of any offence involving fraud, slavery and/or human trafficking; and

21.7.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with fraud, slavery and/or human trafficking.

21.8 The Supplier will implement due diligence procedures for its own suppliers, subcontractors (including Authorised Sub-contractors) and other participants in its supply chains, to ensure that there is no fraud, slavery and/or human trafficking in its supply chains.

21.9 The Supplier will notify the Buyer as soon as it becomes aware of any actual or suspected fraud, slavery and/or human trafficking in a supply chain which has a connection with the Contract.

21.10 For the purposes of clauses 21.11 to 21.13, references to:

21.10.1 "**Declarable Substance**" means any substance for which information is requested by the Buyer; and

21.10.2 "**Article**" means any Deliverable that falls within the definition of an "article" under the EU REACH regulation (EC) No 1907/2006.

21.11 Where required in accordance with Laws in a particular destination country, the Supplier will prior to and at the time of any shipment of Deliverables, submit to the Buyer safety data sheets prepared in the official language of the destination countries and in accordance with the Laws applicable in those countries.

21.12 The Supplier will provide the Buyer with all information necessary to ensure the use of the Deliverables will not cause harm to health, safety or the environment, such information to include information on safe usage, storage, transportation and disposal and any applicable labelling in the official language of the destination countries and other information required by the Laws applicable to the Deliverables or any substances contained in a Deliverable in the country of destination.

21.13 In respect of Articles and where reasonably requested by the Buyer, the Supplier will promptly furnish to the Buyer information relating to the Articles in such form and detail as the Buyer may direct including:

21.13.1 a list of all Declarable Substances in the Deliverables;

21.13.2 a list of all Declarable Substances used in the manufacturing process of the Deliverables, to include those relied on for manufacture or processing of its constituents;

21.13.3 information concerning any changes in or additions to such Declarable Substances in the Deliverables or manufacturing process of the Deliverable; and

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21.13.4 confirmation that the presence of a substance in the Deliverable or use of a substance in the manufacturing process of the Deliverable, is in compliance with any applicable Laws in the country of origin of the Deliverable and the country of destination.

21.14 Notwithstanding clause 13.1, the Supplier will ensure that all persons associated with the Supplier or other persons who are performing services or providing goods in connection with the Contract (including any Authorised Sub-contractors) comply with this Clause 21.

21.15 The Supplier agrees that the Buyer will be under no duty to reimburse or compensate the Supplier for any increased costs incurred by the Supplier as a result of any changes in Law that occur.

21.16 Each Party acknowledges and agrees that it may need to Process Personal Data in relation to the other Party's representatives (in its capacity as a Controller) in order to (as appropriate):

21.16.1 administer and provide the Services and/or Deliverables;

21.16.2 request and receive the Services and/or Deliverables;

21.16.3 compile, dispatch and manage the payment of invoices relating to the Services and/or Deliverables;

21.16.4 manage the Contract and resolve any disputes relating to it;

21.16.5 respond and/or raise general queries relating to the Services and/or Deliverables; and

21.16.6 comply with its regulatory obligations.

21.17 Each Party will Process such Personal Data for the purposes set out in clause 21.16 in accordance with its privacy policy. Each Party acknowledges that it may be required to share Personal Data with members of its Group and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in clause 21.16, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Privacy Laws.

21.18 The Parties do not envisage that either Party will Process any Personal Data for or on behalf of the other Party, under or in connection with the Services and/or Deliverables. Where and to the extent that in undertaking the obligations set out in the Contract, either Party anticipates that the other will Process Personal Data for and on behalf of the other Party it will notify the other Party and the Parties will agree a change to the Contract to incorporate appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by applicable Data Privacy Laws.

21.19 For the purpose of clauses 21.16 to 21.18, "**Controller**", " **Process**" and "**Processing**" have the meaning given to such terms in the Data Privacy Laws.

22. OFFSET

22.1 The Supplier agrees that the Buyer's decision to enter into the Contract involves consideration of the potential for such work to count towards any current or future Offset obligations whether in the Supplier's country of incorporation or elsewhere in the world.

22.2 The Buyer may include within an Offset arrangement, in whole or in part, the value of business to which the Contract applies. On the Buyer's request the Supplier will support any submission(s) the Buyer may make in this respect.

22.3 On the Buyer's request the Supplier will enter into good faith discussions with the Buyer to source work with technically competent suppliers of materials, capital goods and/or services in support of work that is the subject of the Contract, in countries that the Buyer or any Buyer Affiliate has Offset requirements, the sourcing of which will not incur a further cost increase unless previously agreed by the Buyer in writing.

22.4 Without prejudice to the other rights and obligations in this clause 22, on the Buyer's request the Supplier will enter into good faith discussions with the Buyer as to whether it can support the Buyer in countries where the Buyer or the Buyer's Affiliates have or may have Offset requirements by entering into an agreement with the Buyer that would allow the Buyer to capture and use for its own (or the Buyer Affiliates) purposes Offset benefits that may be available as a result of the Supplier's operations and/or purchases. As part of the foregoing, the Supplier will provide the Buyer with a written summary of the countries from which it operates and/or purchases goods and/or services not the subject of the Contract (such summary to be promptly updated at intervals reasonably requested by the Buyer).

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23. **ETHICS**

23.1 The Supplier represents that neither it nor its Associated Persons:

23.1.1 have engaged in any conduct which was or would be an offence under any of the ABC Laws; nor

23.1.2 has done anything that may put the Buyer or any of its Associated Persons in breach of any of the ABC Laws.

23.2 The Supplier will ensure that neither it nor its Associated Persons:

23.2.1 will engage in any conduct which was or would be an offence under any of the ABC Laws (whether or not the Supplier is subject to that ABC Law); or

23.2.2 will do anything that may put the Buyer or any of its Associated Persons in breach of any ABC Laws.

23.3 The Supplier will ensure that they will not:

23.3.1 act in breach of any duty of confidentiality owed to any third party in the course of performing its obligations under the Contract; and/or

23.3.2 offer or provide any Prohibited Information, whether specifically related to the subject matter of the Contract or otherwise.

23.4 The Supplier will ensure that neither it nor its Associated Persons, in respect of the Contract has or will:

23.4.1 undertake any action or activity; or

23.4.2 refrain from any action or activity,

where doing so is or was intended directly or indirectly to facilitate any offence of tax evasion.

23.5 Notwithstanding any other provision of these GCP, the Buyer may, without prejudice to any of its rights under law, contract or equity, terminate the Contract immediately by written notice, if the Supplier is in breach of this clause 23.

23.6 The Supplier will comply in full with, and acknowledges receipt of, the Global Supplier Code of Conduct, as in force from time to time.

23.7. Notwithstanding any other provision of these GCP, any money due from the Buyer to the Supplier in connection with the Contract will not be payable if the Supplier or any of its Associated Persons has committed any breach of any of the ABC Laws, or has caused the Buyer to breach any of the ABC Laws.

24. **EXPORT CONTROL, SANCTIONS AND TARIFFS**

24.1 The Parties acknowledge that there may be products, engines, parts, services and/or related technology, software or technical data provided or received pursuant to the Contract that are subject to government export control laws, regulations and orders (collectively and individually "**Export Controlled Items**").

24.2 In performing their respective obligations under the Contract, each of the Parties will strictly comply with all applicable requirements under any government export control laws, regulations and orders as they be amended from time to time.

24.3 If a Service and/or Deliverable or any information provided, or to be provided, by (or on behalf of) the Supplier to the Buyer under the Contract is subject to export control, including in particular, ITAR or EAR, the Supplier must clearly mark such Deliverable or information or identify such Service (by notification to the Buyer) (as applicable) as being restricted and must, as soon as possible after the Effective Date, provide the Buyer with all relevant details, including: (i) whether the Deliverable, information or Service is of a military or dual-use; (ii) the export control classification(s) of the item(s); (iii) which export control law(s) the Deliverable, information or Service is restricted under; (iv) a full description of the Service and/or Deliverable and/or information concerned; (v) full details of any applicable export licence or technical assistance agreement; (vi) details of any authorised end-users; (vii) full details of any applicable restriction or proviso; and (viii) any other information requested by the Buyer.

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24.4 Each Party warrants and undertakes that it will not export or transfer, re-export or re-transfer by any means, electronic or otherwise, any Export Controlled Item(s) without complying in all respects with the applicable export control laws and regulations and export authorisation(s) in relation to any such export or transfer of the Export Controlled Items.

24.5 Each Party acknowledges the importance and responsibilities of full compliance with all applicable economic and trade sanctions laws, regulations, and orders administered or enforced by the United States, the United Nations Security Council, the European Union or any member state thereof, the United Kingdom, Canada, or other sanctions authority of any relevant jurisdiction (collectively "**Sanctions**").

24.6 Each Party represents and warrants to the other, in respect of the Contract, that neither such Party, nor any of its subsidiaries or Affiliates, to the knowledge of such Party, or any director, officer or employee of such Party or any of its subsidiaries or Affiliates, is an individual or entity:

24.6.1 listed on any Sanctions List;

24.6.2 located or resident in, or incorporated or organized under the laws of a country or territory that is, or whose government currently is, the target of any Sanctions;

24.6.3 directly or indirectly owned or otherwise controlled by, acting on behalf, or at the direction, of any person that are listed on any Sanctions List, or directly or indirectly owned or controlled by any person who is located or resident in, or incorporated or organized under the laws of a country or territory that is, or whose government currently is, the target of any Sanctions;

24.6.4 that has received notice of, is currently the subject of, or is aware of, any claim, action, suit, proceeding or investigation against it with respect to Sanctions, or is directly or indirectly owned or controlled by any person who is currently the subject of a Sanctions investigation;

24.6.5 that is or has been engaged in any transaction, activity or conduct that is, or could reasonably be expected to result in, a breach of Sanctions applicable to it (either directly or indirectly) in connection with the subject matter of the Contract; or

24.6.6 that is otherwise a target of Sanctions that would prohibit either Party from engaging in any conduct contemplated under the Contract.

24.7 Each Party hereby acknowledges and agrees that it will not directly or indirectly deliver or otherwise make any information or Deliverable available to a legal entity (including any subsidiary, Affiliate or joint venture partner of any legal entity), individual, country or territory in any manner that would result in a violation of Sanctions.

24.8 Without prejudice to the other provisions of this clause 28, if the Contract is a contract to which Article 12g (including any subsections of Article 12g) of Regulation (EU) No. 833/2014 (as amended) and/or Article 8g (including any subsections of Article 8g) of Regulation (EG) Nr. 765/2006 (as amended) applies, the following provisions of this clause 24.8 will apply to the Contract:

24.8.1 the Supplier undertakes not to re-export to Russia (or Russian-controlled Ukrainian territories) and/or Belarus and/or re-export for use in Russia (or Russian-controlled Ukrainian territories) and/or Belarus the products or technology that are the subject of the Contract and (i) Article 12g of Regulation (EU) No. 833/2014 (as amended) and/or (ii) Article 8g of Regulation (EG) Nr. 765/2006 (as amended);

24.8.2 if, pursuant to the Contract, Buyer is selling, licensing or transferring in any other way Intellectual Property Rights or trade secrets or grants rights to access or re-use any material or information protected by Intellectual Property Rights or protected as trade secret related to the common high priority items as listed in Annex XL to Regulation (EU) No 833/2014 ("**Common High Priority Items**"), Supplier is prohibited from (and is obligated to prohibit any potential sublicensees) using such Intellectual Property Rights, trade secrets or other information in connection with Common High Priority Items that are intended for sale, supply, transfer or export, directly or indirectly, to Russia (or Russian-controlled Ukrainian territories) or for use in Russia (or Russian-controlled Ukrainian territories);

24.8.3 any breach of clauses 24.8.1 or 24.8.2 by the Supplier will be reported by Supplier to Buyer without delay and will be deemed a material breach of the Contract. It will entitle Buyer, without prejudice to any other rights or remedies it may have under the Contract or at Law, to terminate the Contract (in whole or in part) and, subject to any applicable limitations or exclusions of liability in the Contract, to claim all

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damages incurred by Buyer as a result of such breach. In the event of such a breach, Buyer will be permitted to report it to the competent authority within the EU;

24.8.4 the Supplier will set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clauses 24.8.1 or 24.8.2; and

24.8.5 the Supplier will immediately inform Buyer about any problems in applying this clause 24.8, including any relevant activities by third parties that could frustrate the purpose of clauses 24.8.1 or 24.8.2. The Supplier will make available to Buyer information concerning compliance with the obligations of this entire clause 24.8 within two weeks of a request for such information.

24.9 The Supplier will indemnify the Buyer and/or any of its Affiliates against any and all losses, damages, liabilities, costs (including legal fees) and expenses (including any indirect, special, or consequential losses (including loss of profit, production delays, or penalties)) which the Buyer and/or any of its Affiliates may incur or suffer as a result of or arising from:

24.9.1 Tariffs imposed or incurred on the Deliverables (or the material or components that are included or contained within the Deliverables) and/or Services and:

24.9.1.1 for which the Buyer, any of its Affiliates, sub-contractors, suppliers or risk and revenue sharing participants is liable for or pays for any reason (whether under the Contract or otherwise);

24.9.1.2 for which the Supplier or any other third party is liable for or pays for any reason and seeks to recover, directly or indirectly, from the Buyer and/or its Affiliates,

24.9.2 Tariffs imposed or incurred as a result of the collection of a Deliverable by the Supplier in accordance with Clause 6.8;

24.9.3 Tariffs imposed or incurred as a result of any collection or re-delivery of a Deliverable of an item following a Defect of Deliverables and the Parties following the process in Clause 9.2.1; and

24.9.4 Tariffs imposed or incurred as a result of the delivery to the Buyer of work-in progress and any materials in accordance with Clause 16.4.

24.10 The indemnity in Clause 24.9 will apply regardless of any allocation of responsibility for Tariffs set out elsewhere in the Contract including under the applicable Incoterms (including DDP) or any other delivery terms.

25. INSURANCE

25.1 The Supplier will at its own expense and will procure that any Authorised Sub-contractors will at their own expense, for the duration of the Contract and for a period of six (6) years thereafter procure adequate policies of insurance with a reputable insurance company in respect of the Supplier's relevant potential liabilities arising out of or in connection with the Contract and at a minimum:

25.1.1 workers compensation, employer's liability and/or any other similar social insurance;

25.1.2 public and products liability insurance;

25.1.3 cyber insurance;

25.1.4 if applicable, professional indemnity insurance; and

25.1.5 if applicable, aviation products legal liability insurance to include: (i) war writeback endorsement AVN52E or AVN52G and (ii) grounding liability cover, both for the full value of the aviation products legal liability insurance policy,

each with a limit of at least £10,000,000 (ten million pounds sterling) or its equivalent in US Dollars ($) per incident (or series of connected incidents) save in respect of aviation products legal liability insurance which will have a limit of £100,000,000 (one hundred million pounds sterling) or its equivalent in US Dollars ($) for any one occurrence and in the annual aggregate.

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25.2 For the insurance policies set out at clauses 25.1.2, 25.1.3, 25.1.4 and 25.1.5 the Supplier will:

25.2.1 ensure that Rolls-Royce's interest is recorded on the policies as an 'additional insured' for the benefit of Rolls-Royce and that the policies include a severability of interest clause;

25.2.2 ensure that the policies include a waiver of subrogation in favour of the Buyer;

25.2.3 whenever so required and requested by Rolls-Royce, provide within three (3) working days following such request an insurance broker's letter or certificate as confirmation of cover; and

25.2.4 administer and maintain the policies and the Supplier's relationship with its insurers at all times to preserve the benefits for the Buyer set out in this clause 25 and will procure that the terms of such policies will not be altered in such a way as to diminish the benefit to the Buyer of the policies referred to in this clause 25.

25.3 The Supplier's insurance coverage will not be the exclusive remedy of the Buyer and is without prejudice to any other rights and remedies the Buyer may have in the Contract.

25.4 The insurance arranged by the Supplier will be primary and without right of contribution from any other insurance which may be available to the Buyer.

26. AUDIT

26.1 The Supplier will, and will ensure that its Authorised Sub-contractors will, maintain and make available to the Buyer complete auditable records related to its performance of the Services and/or supply of the Deliverables and compliance with its obligations under the Contract in order for the Buyer to verify:

26.1.1 the accuracy of the charges and invoices;

26.1.2 the Supplier's conformance to the terms of the Contract;

26.1.3 the Supplier's policies and the Supplier's compliance with applicable Buyer policies and training requirements; and

26.1.4 the Supplier's risk management and monitoring activities with respect to any Authorised Sub-contractors.

26.2 During the term of the Contract and for the period thereafter that the Supplier is required to maintain records hereunder, the Supplier will, and will cause its Authorised Sub-contractors to provide to the Buyer, its auditors (internal and external), inspectors, regulatory authorities and other applicable entities as the Buyer may from time to time designate in writing, access at all reasonable times (and in the case of regulators at any time required by such regulators) to any facility or part of a facility at which either the Supplier or any Authorised Sub-contractor is providing the Deliverables and/or the Services, to Staff, and to data, records, systems and applications relating to the Services and/or Deliverables, for the purpose of performing audits and inspections related to this clause 26.

27. COMMUNICATIONS

27.1 All communications under the Contract must be in writing entirely in the English language.

27.2 All notices under the Contract must be delivered by hand, by commercial courier, by registered or certified post or by e-mail to the address or e-mail address (if applicable) of the relevant Party and for the attention of the person or office set out and specified in the Order or, in the absence of any person or office being specified in the Order, for the attention of the company secretary or equivalent person in charge of legal compliance.

27.3 Any notice will be deemed received if:

27.3.1 delivered by hand, at the time of delivery;

27.3.2 delivered by commercial courier or registered or certified post, at the date and time of signature provided that if delivery occurs after 6pm or on a day which is not a Working Day at the recipient's location, the notice will be deemed received at 9a.m. on the following Working Day; or

27.3.3 delivered by email, at the time of sending the e-mail provided notification of a successful and complete transmission is obtained.

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27.4 Notice delivered by fax will not be effective.

27.5 Either Party may change its notice details by giving at least seven (7) days' notice to the other Party.

28. **CONFLICT**

28.1 If there is a conflict of provisions, the following order of precedence will apply:

28.1.1 any provisions referenced to or contained in the Order that are stated in the Order to derive from a contract with a Government;

28.1.2 any other provisions expressly set out in the Order;

28.1.3 these GCP; and

28.1.4 any other document specifically referred to in the Order as applying to the Contract.

29. **ASSIGNMENT**

29.1 The Contract is personal to the Supplier and the Supplier will not assign or delegate responsibility for or otherwise transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its rights and obligations under the Contract.

29.2 The Buyer may assign the Contract or any part thereof to any person upon notice to the Supplier.

30. **MISCELLANEOUS**

30.1 Each Party agrees from time to time to promptly do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by Law to carry out and effect the intent and purpose of the Contract.

30.2 The rights of each Party may be exercised as often as needed, are cumulative and apply in addition to its rights under Law and may be waived only in writing and specifically. Not exercising, or a delay in exercising, any right is not (and will not be deemed to be) a waiver of that right.

30.3 If any provision of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction in relation to either Party, that will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.

30.4 The Contract may be varied only by a written agreement between the Parties, signed by a duly authorised representative, that expressly states that it is intended to act as an amendment to the Contract.

30.5 The Buyer may at any time make changes in writing relating to the Contract including changes to the Specifications, the method of shipment, quantities, packing or time or place of delivery or performance. For the avoidance of doubt, "change", excludes without limitation, any direct or indirect effect of any Tariff. If such changes result in a significant increase in cost of, or time required for the performance of the Contract the Parties will agree in good faith (and in accordance with clause 30.4) any adjustments required to the price, timetable for the performance of the Services and/or Delivery of the Deliverables.

30.6 The Supplier acknowledges and agrees that the Buyer may require the Supplier to perform the Services for, or supply the Deliverables to an Affiliate of the Buyer and the Supplier acknowledges that if any Losses are suffered by an Affiliate of the Buyer as a result of the Buyer exercising its rights under this clause 30.6 then such Losses will be treated as if they had been suffered or incurred by the Buyer. Accordingly, the Buyer will be able to recover from the Supplier any Losses suffered by the Affiliate of the Buyer subject to there being no double recovery of the same Losses by the Affiliate of the Buyer.

30.7 The Buyer may perform any of its obligations and may exercise any of its rights under the Contract either itself or through an Affiliate.

30.8 Each Affiliate and Permitted User of the Buyer will be entitled to benefit from and enforce all or any of the provisions of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. Each Buyer customer (as defined in Clause 10.3) will, to the extent set out in Clause 10.3, be entitled to benefit from and enforce the relevant provisions of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the

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foregoing, in the event that the Buyer and the Supplier agree to rescind, vary or terminate the Contract for any reason the consent of any Affiliate will not be required and no person who is not a party to the Contract will have the right to enforce any term of the Contract.

30.9 Nothing in the Contract will:

30.9.1 constitute a partnership or joint venture between the Parties;

30.9.2 constitute either Party the agent of the other Party; or

30.9.3 create any fiduciary obligations between the Parties.

30.10 Neither Party will:

30.10.1 represent itself as the agent or partner of the other Party; or

30.10.2 do anything (or omit to do anything) which might result in any person believing that such Party has the authority to contract or enter into commitments on behalf of, or in the name of, the other Party.

30.11 The Parties each irrevocably and generally consent to the issue of any process or the giving of any relief in connection with any claim brought against it, including the making, enforcement or execution of any order or judgment against any of its property or assets (regardless of their use or intended use).

30.12 If a Party or any of its property or assets is or are entitled in any jurisdiction to any immunity from service of process or of other documents relating to any proceedings or to immunity from jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of enforcement, or otherwise) or other legal process, that Party irrevocably waives such immunity to the fullest extent permissible under the law of that jurisdiction. Each Party also irrevocably agrees not to claim any such immunity for itself or its property or assets.

30.13 The Contract constitutes the entire agreement between the Parties with respect to the Services and/or the Deliverables. Neither Party has placed any reliance on any representations made by the other Party before entering into the Contract, whether orally or in writing, relating to the provision of the Services and/or supply of the Deliverables other than those expressly incorporated in or set out in the Contract, which has been negotiated on the basis that its provisions represent their entire agreement relating to the Services and/or the Deliverables and supersede all such representations. This clause 30.13 does not apply to any representation made fraudulently.

30.14 All rights and remedies exercisable by the Buyer in accordance with the Contract will, unless otherwise expressly specified in the Contract, be without prejudice to any other rights and remedies of the Buyer, whether contained in, or deriving from, the Contract or not.

31. ONGOING OBLIGATIONS

Clauses 1 (Interpretation), 2 (Applicability), 3.2.2, 6.6, 7.3, 8 (Quality) (in relation to record-keeping and traceability requirements), 9 (Remedy for Defects), 10 (Liability and Indemnity), 13 (Subcontractors), 18 (Confidentiality), 20 (Intellectual Property Rights), 21 (Compliance with Law and Data Protection), 22 (Offset), 23 (Ethics), 24 (Export Control, Sanctions and Tariffs), 25 (Insurance), 26 (Audit), 28 (Conflict), 30.2, 30.3, 30.8, 30.9, 30.11, 30.13 (Miscellaneous) , 31 (Ongoing Obligations), 32 (Publicity) and 33 (Law and Jurisdiction) of the Contract together with all other provisions of these GCP that either expressly or by implication continues in force, will survive the termination or expiry of the Contract and such provisions will continue in full force and effect.

32. PUBLICITY

The Parties will not and will procure that none of their Affiliates and in the case of the Supplier any Authorised Sub-contractors, disclose the existence of the Contract during its term or at any time following its expiry or termination in any journal, magazine or publication or any other medium or otherwise use the other Party's trademark, trade name or logo in any of its advertising or publicity material without the other Party's prior written consent.

33. LAW AND JURISDICTION

33.1 The Contract and any non-contractual obligations arising out of or in relation to the Contract, will be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

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33.2 The United Nations Convention for International Sale of Goods dated April 11th 1980 will not apply to the Contract.

33.3 The Saudi courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract, the legal relationships created by it, and any non-contractual obligations arising out of or in relation to it, and the Supplier submits to the exclusive jurisdiction of the Saudi courts with respect to such disputes.

33.4 If the Supplier is not incorporated in the Saudi, the Supplier will provide the name and contact details of its process agent under the Contract for service of process in any proceedings before the Saudi courts. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Supplier will immediately appoint another agent on terms acceptable to the Buyer. Failing this, the Buyer may appoint another agent for this purpose. The Supplier agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. The Parties agree that this clause 33 will not affect any other method of service allowed by Law.

33.5 Nothing in this clause 33 limits the right of the Buyer to take legal action under the Contract in any other courts with jurisdiction. To the extent allowed by Law, the Buyer may take:

33.5.1 proceedings in any other court; and

33.5.2 concurrent proceedings in any number of jurisdictions.

33.6 Each Party:

33.6.1 waives any objection to the courts of the Kingdom of Saudi Arabia on grounds of inconvenient forum or otherwise as regards proceedings in connection with the Contract;

33.6.2 agrees that a judgment or order of a court of the Kingdom of Saudi Arabia in connection with the Contract will be binding on it and may be enforced against it in the courts of any other jurisdiction; and

33.6.3 represents and warrants that is subject to civil and commercial Law with respect to its obligations under the Contract.

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SCHEDULE 1: INTERPRETATION

1. **INTERPRETATION**

1.1 **Definitions**

"**ABC Laws**" means the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended, and any other laws relating to anti-bribery and corruption matters applicable to the subject matter of the Contract.

"**Affiliates**" means as to any person, any other person that is in Control of, is Controlled by, or is under common Control with, such person.

"**Associated Person**" means any:

(a) Affiliates of a Party;

(b) any directors, owners, employees or representatives of that Party or its Affiliates; and/or

(c) any other persons acting on behalf of that Party or its Affiliates.

"**Authorised Subcontractor**" will have the meaning given to it in clause 13.1 (Sub-contractors).

"**Buyer**" means the legal entity that issues the Order to the Supplier.

"**Buyer Property**" means all materials, equipment, tools, drawings, Specifications, property, data, including Personal Data of the Buyer, Affiliate of the Buyer or a nominee provided, loaned, bailed, consigned or supplied to the Supplier by or on behalf of the Buyer and/or Affiliate of the Buyer in connection with the Contract.

"**Cancelled Deliverables**" will have the meaning given to it in clause 16.1.

"**Change of Control**" means, in relation to the Supplier:

(a) the Supplier becoming Controlled by a new person or ceasing to be Controlled by any other person; or

(b) a person holding (directly or indirectly) more than a ten (10) per cent ownership interest in the Supplier for the first time at any time throughout the duration of the Contract.

CIP: means a cost improvement plan which sets out all reasonable opportunities and plans to reduce the costs of Deliverables and Services and identifies activities and measures required to remove the Should Cost Price Gap and the associated timescales and to mitigate any impact of Tariffs including through the application of any available exemptions and/or reliefs.

"**Competitor**" means any entity, or any Affiliate of an entity, that offers or supplies goods or services in competition with any goods or services offered or supplied by the Buyer or any Affiliate of the Buyer.

"**Contract**" means the legally binding contract between the Buyer and the Supplier for the provision of Services and/or supply of the Deliverables in accordance with these GCP in the form of an Order, comprising these GCP, the Specification (if applicable), the Order and any other documentation and/or terms and conditions specifically referred to in the Order.

"**Control**" means the power, directly or indirectly to: (a) vote more than fifty percent (50%) of the securities having ordinary voting power of that person at a general meeting of that person; or (b) appoint or remove more than fifty percent (50%) of the directors (or persons performing similar functions) of such person; or (c) direct or cause the direction of the management and policies of such person, whether by contract or otherwise, and "**Controlled**" will be interpreted accordingly.

"Cyber Security Incident" means an adverse event or chain of events in or affecting an information system that constitutes actual harm or the attempt to harm, including any events that compromises the confidentiality, integrity or availability of any confidential or sensitive business information to include a policy

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violation(s) of the system's security policy, unauthorised access attempts or usage, or changes made without the owner's (of the electronic information system or business information (as applicable)) knowledge, instruction or consent.

"**Data Privacy Laws**" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding pronouncement, including findings, orders, decisions and judgements of a competent court or supervisory authority or regulator with jurisdiction as updated and amended from time to time which applies to each Party in any territory in which they Process Personal Data and relates to the protection of individuals with regards to the processing of Personal Data, which includes the EU General Data Protection Regulation 2016/679 (the "**GDPR**"), the e-Privacy Directive and relevant member state laws in the European Economic Area ("**EEA**") and in relation to the United Kingdom ("**UK**"), the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6) ("**PECR**"), the Data Protection Act 2018 ("**DPA 2018**") and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) ("**UK GDPR**") as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and, in relation to the Kingdom of Saudi Arabia, the Personal Data Protection Law issued by Royal Decree No. (M/19) dated 9/2/1443H corresponding to 16 September 2021 (as amended) ("**PDPL**").

"**Defect**" means a Deliverable that does not conform to the warranties and representations in clause 3.2.2.

"**Deliverables**" means those products or goods that the Supplier has agreed to supply to the Buyer as specified in the Order.

"**Delivery**" means the physical delivery of a Deliverable to the Buyer in accordance with clause 5.2 and "**Deliver**" will be construed accordingly.

"**DDP**" will have the meaning given to it in clause 5.2.1;

"**Effective Date**" means the date the Contract was entered into by the Parties.

"Enforcement Rights" means the right to sue for damages and other remedies for any infringement of IPR (irrespective of when it occurred) for the full duration of such IPR, including all renewals, revivals, re-issues, divisions, continuations or extensions.

"**Export Controlled Items**" will have the meaning given to it in clause 24.1.

"Force Majeure Event" means an event or sequence of events that directly prevent that Party from performing its obligation(s) under the Contract that are: (a) unforeseeable at the time of the Parties entered into the Contract and; (b) beyond the reasonable control and prevention of the affected Party, including acts of God, the refusal of any government to grant a necessary export licence or the withdrawal or suspension of such licence, any other government or other legal or regulatory authority action or inaction, fires, collapse of buildings, floods, wars or threats of war, riots, national labour or trade disputes, strikes, industrial action or lockouts (however to the extent that these relate to the Supplier, Supplier Affiliates, Supplier contractors or agents this will not count as a Force Majeure Event), acts of terrorism, disruption to essential services such as electrical power and utility services, extreme weather, quarantine or any government or regulatory authority mandated precautions against contagious disease epidemics or pandemics other than those in each case caused directly or indirectly by the Supplier and excluding any events that could have been avoided or mitigated by the Supplier by implementing and complying with appropriate business continuity procedures. The application of, or increase in, any one or more Tariffs will not count as a Force Majeure Event.

"**Foreground IP**" will have the meaning giving to it in clause 20.2.

"**GCP**" means the terms and conditions contained herein.

"**Global Supplier Code of Conduct**" means the Buyer's Global Supplier Code of Conduct as in force from time to time and available on the Global Supplier Portal.

"**Global Supplier Portal**" means the Buyer's website for suppliers at https://suppliers.rolls-royce.com/, as updated and amended from time to time.

"Government" means:

(i) the government of any jurisdiction (or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank or other authority thereof, including any entity directly or indirectly owned or controlled thereby;

(ii) any public international organisation or supranational body (including the European Union) and its institutions, departments, agencies and instrumentalities; or

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(iii) any quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax or other governmental or quasi-governmental authority.

"**Governmental Official**" means any person who would constitute either: (i) a "foreign public official" as defined in the UK Bribery Act 2010; or (ii) a "foreign official" as defined in the United States Foreign Corrupt Practices Act 1977, as amended, or (iii) "public servants" as defined in Anti-Bribery Law Royal Decree No. M/36 dated 30 June 1992 in Saudi Arabia.

"**Group**" means in respect of either Party, that Party, its holding company, its subsidiaries and any other direct or indirect holding company or subsidiary from time to time of such holding company or subsidiary.

"**Inappropriate Inducement**" means any payment or thing of value or any financial or other advantage to or for the use or benefit of:

(i) any Governmental Official;

(ii) any director, officer, employee, agent or representative of any commercial organisation or private individual; or

(iii) any other person, entity or third party intermediary while knowing or having reason to know that all or any portion of such payment, thing of value or advantage would be offered, promised, paid or given to any of the persons described in sub-paragraphs (i) to (ii) above,

for the purpose of influencing any act or decision of any such person, including a decision to do or omit to do any act in violation of the duty of such person in order to obtain or retain business, secure any improper advantage or obtain any licence, permit, approval, certificate or clearance.

"**Insolvency Event**" means an event where a person: (i) is deemed to be or states in writing that it is insolvent; (ii) is subject to any types of insolvency or collective judicial or administrative proceedings, including interim proceedings, in which its assets are subject to control or supervision by any court or other governmental entity for purposes of dissolving, liquidating or reorganising that person or its assets; (iii) proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; (iv) suspends or declares in writing its intention to suspend payments to creditors generally or any class thereof, or suspends or ceases all or substantially all of its business; (v) any other steps are taken to enforce any encumbrance over all or part of that persons assets and/or undertaking; or (vi) takes steps, or is subject to actions, analogous to the items specified in (i) to (v) above.

"**Information**" means any commercial, financial, technical or operational information, know-how, trade secrets or other information of or in the possession of a Party in any form or medium (including all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations and demonstrations) which has been or may be disclosed or otherwise made available to the other Party, whether orally or in written, electronic or other form, including any copies or reproductions of such information in any form or medium, and any part or parts of the same, including the provisions and subject matter of the Contract and any other agreements or documents executed by the Parties in connection with the Contract.

"**IPR**" means patents, registered designs, trade marks, service marks (in each case, whether registered or not), copyright and neighbouring and related rights, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, rights to inventions, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, domain names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world.

"ITEPA 2003" means the Income Tax (Earnings and Pensions) Action 2003;

"**Law**" means all applicable statutes, regulations, regulatory requirements, by laws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial or administrative interpretation of them as extended, applied, replaced or amended and in force from time to time.

"**Losses**" means any and all: (a) claims, demands, awards, suits, judgments (however obtained and of whatever nature awarded against or incurred or paid by the Buyer), payments by way of settlement and orders; and, (b) taxes, losses, liabilities, damages, costs and expenses (however described, characterised or classified and whether direct or indirect), including injury, loss of profits or revenues, fines (including administrative fines imposed on the Buyer by a governmental or regulatory authority), costs of unwinding funding arrangements, liability for professional fees (including legal fees) and expenses.

"**Offset**" (otherwise known as industrial participation or industrial cooperation) means the trade practice by which a Government or a Government entity buying goods and/or services requires an investment to be made in that Government's jurisdiction in return for agreeing to buy such goods and/or services, which may include a less formal or ad hoc request by a Government or a prime manufacturer to which the Buyer suppliers its products and/or services.

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“**Order**” means a purchase order, scheduling agreement or any other form of purchase document issued by the Buyer or Affiliate of the Buyer to the Supplier that incorporates these GCP by reference.

“Parties” means the Buyer and the Supplier and a “**Party**” means one of them.

“**Permitted User"** means any Affiliate or customer of the Buyer, notified to the Supplier from time to time as being authorised by the Buyer to receive the benefit of the Services under the Contract.

“**Personal Data**” has the meaning set out in the Data Privacy Laws and for the purposes of the Contract, includes special categories of Personal Data (as set out in Article 9 of the GDPR/ UK GDPR) and criminal conviction data (as set out in Article 10 of the GDPR/ UK GDPR) and includes personal data as defined in the PDPL.

“**Prohibited Information**” means any information whether offered in written, verbal or other form that such Party is not authorised to have and use in connection with the Contract, including any information from a competitor’s confidential proposals, bid terms or contract and pricing terms.

“**Representatives**”: means the Buyer’s Affiliates, employees, officers, agents, consultants, contractors, advisors, customers, suppliers and any regulator or licensing authority responsible for the approval or certification of its products.

“**Rolls-Royce Security Operations Centre”** means the Rolls-Royce security operations centre contactable at sec.reporting@rolls-royce.com.

“**Rolls-Royce Supplier Minimum Cyber Security Standard**” means the Rolls-Royce’s minimum cyber security requirements as amended or replaced from time to time by the Buyer and available on the Global Supplier Portal.

“**SABRe**” means the ‘Supplier Management System Requirements’ which is the supplier element of the Buyer’s management system, including addendums, reference documents, forms, guidance and deployment and assessment document, as may be updated from time to time and which is available on the Buyer’s Global Supplier Portal.

“**Sanctions**” has the meaning given to it in clause 24.5.

“**Sanctions List**” means any list of individuals or entities subject to asset freeze or blocking sanctions, including: (i) the "Specially Designated Nationals and Blocked Persons" (SDN) maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury; (ii) the Denied Persons List and Entity List maintained by the U.S. Department of Commerce; (iii) the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the EU; (iv) the Consolidated List of Financial Sanctions Targets maintained by His Majesty’s Treasury; and/or (v) any similar lists or public announcement of Sanctions designations, each as amended, supplemented or substituted from time to time.

“**Scheduled Delivery Date"** has the meaning given to it in clause 5.2.4.

“**Services"** means those services that the Supplier has agreed to provide to the Buyer as set out and described in the Order (including any of them or part of them).
“**Services Rectification Notice**” has the meaning given to it in clause 6.3.1.

“**Services Rejection and Termination Notice**” has the meaning given to it in clause 6.3.3.

“**Services Rejection Notice**” has the meaning given to it in clause 6.3.2.

“**Service Output**” means any tangible and intangible outputs of and results of the Services including any new technologies, products, processes, reports, diagrams, information, documentation and business methods or methods of manufacture.

“**Security Interest"** means any mortgage, charge, pledge, encumbrance, lien, right of set-off, assignment, hypothecation or any other arrangement or agreement having the effect of conferring security.

“**Self-billed Invoice"** has the meaning given to it in clause 4.5.1.

“Should Cost Price Gap” means the difference in the price of a Deliverable or Service and the 'should cost' price as reasonably determined by the Buyer.

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"**Specified Service Levels**" means those service levels for the Services set out in the Order, to include any reporting obligations of the Supplier in respect of those service levels.

"**Specified Timescales**" means any timescales for the provision of the Services specified in the Order or, if no timescales are specified in the Order, any reasonable timescales notified by the Buyer to the Supplier from time to time.

"**Specification**" means the description of the Services set out or referred to in the Order or subsequently supplied to the Supplier by the Buyer or as otherwise advised by the Buyer to the Supplier.

"**Staff**" means any employees, officers and individuals employed or contracted to the Supplier and involved to any extent in the performance of the Services, supply of the Deliverables and/or the performance of the Contract.

"**Successor Supplier**" means each and any supplier who the Buyer, any Affiliate of the Buyer, or any Permitted User, appoints to provide any service equivalent to, or substantially the same as, the Services (or any part thereof) immediately after the termination or expiry of the Contract (whether in whole or in part) or after any occasion of the termination of the Services (whether in whole or in part).

"**Supplier**" means the person, firm, company or entity entering into the Contract in accordance with clause 2.2.

"Tariff" means all present and future (standard, retaliatory, punitive, temporary or permanent) tariffs, import duties and taxes, imposts, trade relation duties, antidumping duties, countervailing duties, surtaxes, customs duties and charges, border taxes and fees (including inspection fees, handling fees, port charges and administrative processing costs), financial charges, and similar levies imposed by any governmental or supranational authority in connection with goods and services that cross its border.

"**Transfer Regulations"** means: (i) in the case of any country in the EEA, the Acquired Rights Directive (2001/23/EC) (as amended from time to time) and any domestic legislation implementing this directive into the national law of the country from time to time; (ii) in the case of the United Kingdom, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, consolidated or replaced from time to time); or (iii) in the case of any other country, any legislation enacted which transfers the employment of staff automatically to a new employer when services which were previously performed by the employer of those staff are transferred either to a new service provider or taken back in-house.

"**Working Day**" means any day on which banks in Saudi Arabia are open for business.

1.2 **Construction**

1.2.1 In these GCP unless the context otherwise requires any reference to:

(a) an "amendment" includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and "amend" will be construed accordingly;

(b) a clause, sub-clause or a schedule is a reference to a clause or sub-clause of, or a schedule to, these GCP;

(c) a currency is a reference to the lawful currency for the time being of the relevant country;

(d) "include", "includes", "including" or similar terms will not be construed as exclusive or limiting examples of the matters in question and will mean "including, without limitation";

(e) a "person" includes any individual, partnership, consortium, joint venture, trust, company, corporation, government, state, agency, committee, department, authority and other bodies, corporate or unincorporated whether having distinct legal personality or not;

(f) a "regulation" includes any regulation, rule, official directive, request or guideline in each case whether or not having the force of law but, if not having the force of law, being of a type the compliance with which is in accordance with the general practice of the persons to whom it is addressed of any governmental, intergovernmental or supranational body, agency, department or regulatory, self regulatory or other authority or organisation;

(g) a provision of any Law is a reference to that provision as extended, applied or amended and includes any subordinate legislation;

(h) words imparting the singular include the plural and vice versa;

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(i) unless the context otherwise requires, a reference to one gender will include a reference to the other genders; and

(j) “days” is a reference to calendar days.

1.2.2 The headings in these GCP do not affect its interpretation.

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