



SALES ORDER TERMS AND CONDITIONS

1. Terms and Conditions of Sale:

The following terms and conditions (these “Terms and Conditions”) shall govern all sales of products (“Products”) and/or services (“Services”) by the entity named in the Order, as hereinafter defined (Jackson Aerospace or “JAI”) and shall be applicable to, and deemed incorporated into, any quotation, sales order, customer purchase order, product release, product purchase and sale agreement, or similar document (each, an “Order”), whether or not expressly incorporated into such document, between JAI and a buyer of such products (a “Buyer”), each a “Party”, and together, “Parties”. These Terms and Conditions shall govern the Order and prevail over any Buyer terms and conditions, whether included in Buyer’s Purchase Order or not, and any other similar document unless and until confirmed in writing by JAI’s authorized representative; furthermore, any such Buyer’s terms and conditions shall be without legal effect and hereby expressly rejected. Fulfillment of Buyer’s Order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms and Conditions. No Order submitted by the Buyer shall be deemed to be accepted by JAI unless and until confirmed in writing by JAI’s authorized representative. JAI’s engagement in this Order is expressly limited to, and expressly made conditional on, Buyer’s acceptance of these Terms and Conditions. Buyer’s acceptance of the Order shall be deemed an acceptance of these Terms and Conditions and shall supersede, nullify and void any other terms, conditions, representations, understandings, in oral or written form. JAI objects to any different or additional terms.

2. Quality System:

Jackson Aerospace certifies that the part(s) supplied in fulfillment of the Buyer’s order requirements have been inspected in accordance with JAI’s ISO 9001 / AS 9100D certified quality system. JAI will ensure that the Products ordered by the Buyer pursuant to an accepted purchase order are the Products that are delivered. However, individual Product part numbers are subject to change as each authorized manufacturer and/or Original Equipment Manufacturer (OEM) reserves the right to change a Product’s part number for the same Product without notice. Obtaining any applicable OEM/Manufacturing/Repair Station certificate of conformance (COC) and adhering to JAI’s Quality Guidelines are JAI’s assurance to the Buyer that the correct, high-quality Products are delivered. JAI will endeavor to provide notice prior to shipment of any Product’s part number variances. JAI employs professionally trained personnel to ensure Buyer’s requirements are met for any accepted Product(s), process(es), and procedures. JAI will endeavor to supply Products based on the Buyer’s required condition code for the Products ordered from JAI’s or the Customer’s approved supplier list. JAI will retain records related to customer orders for a minimum of 10 years. Buyer’s access to Jackson Aerospace facilities for the purpose of surveying/auditing Products or processes may be permitted at JAI’s discretion.



3. Basis of the Sale:

Any advice or recommendation given by JAI or its employees or agents to Buyer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by JAI is followed or acted upon entirely at Buyer's own risk, and accordingly JAI shall not be liable for any such advice or recommendation which is not so confirmed. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by JAI shall be subject to correction without any liability on the part of JAI. Quotations shall be valid for a period of thirty (30) days unless otherwise stated. JAI may withdraw the quotation by written notice at any time until the quotation lapses. The quotation is only valid for current JAI stock which cannot be reserved until an Order is issued by Buyer and confirmed in writing by Jackson Aerospace's authorized representative (stock items are subject to prior sale).

4. Purchase Orders:

Unless otherwise agreed to by Jackson Aerospace, no Products will be shipped until Buyer has submitted a written purchase order. Purchase orders shall include the following information: the Products ordered, Product model numbers (if applicable), quality requirements (if applicable), quantity of Products, requested delivery dates, billing address, shipping address, and any shipping instructions. Unless otherwise agreed to in writing by JAI all Sales Orders are non-cancellable.

5. Orders and Specifications:

(a) If any process is to be applied to the Products by JAI in accordance with a specification submitted by Buyer, the Buyer shall indemnify JAI against all loss, damages, costs and expenses awarded against or incurred by JAI in connection with or paid or agreed to be paid by JAI in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from JAI's use of Buyer's specification.

(b) JAI reserves the right to re-quote if Buyer's Order stipulates any special conditions, specifications, approvals, certificates, test reports, or other significant changes that were not requested at the time of the original or most recent quotation.

(c) The quantity, quality, and description of and any specification for the Products shall be those set out in JAI's quotation (if accepted by Buyer) and the Buyer's order (if accepted by JAI).

(d) Minimum Order Quantities ("MOQs"), in addition to MOQs agreed in any Long Term Agreement ("LTA") between the Parties, may be communicated to the Buyer and shall become a part of the Terms and Conditions.

6. Prices:

The last Product pricing communicated by Jackson Aerospace for the applicable Product(s) in the accepted purchase order(s) shall apply. Unless the Buyer has requested a change to the Products, or JAI's confirmed delivery date, or has failed to provide JAI all information necessary for the delivery of the Product(s), the Product unit price applicable on the date JAI accepts the Buyer's purchase order(s) shall apply.

7. Shipment and Delivery:

- (a) Products shall be delivered FCA JAI's premises (Incoterms 2010) ("Delivery Term"), unless other shipping terms are mutually agreed between the Parties.
- (b) JAI may, at its option, deliver in installments to meet Buyer's requirements.
- (c) Premium freight charges and/or expedite fees, if any, shall be paid by Buyer.
- (d) Where JAI accepts responsibility for the delivery of Chemical Products, JAI will price delivery charges primarily based on weight and/or chemical hazard category. Specific rates are applicable to items supplied in drums or consolidated on pallets. JAI reserves the right to charge for such drums and pallet supplies retrospectively.
- (e) Title to and all risk of loss or damage to the Products shall transfer to Buyer in accordance with the applicable Delivery Term detailed in Section 7(a) above.
- (f) A variance in the quantity of Products which is based on a weight count is deemed to be conforming and accepted if the count does not exceed +/- five percent (5%) of the ordered quantity. The sole remedy for any variance in the Product quantity shall be a credit applied to the Buyer's account for the amount of such variance.
- (g) In no event shall JAI be responsible for any excess re-procurement costs.

8. Acceptance:

Products are presumed accepted by Buyer unless Jackson Aerospace receives written notice of rejection from Buyer explaining the basis for rejection within 30 calendar days after delivery and the basis of rejection is the Product's nonconformance (e.g. the Products are nonconforming and such nonconformance is covered under JAI's Product warranty or the Products are delivered in excess of the quantities Buyer ordered). After receipt of an approved Return Material Authorization number from JAI, Buyer shall return any rejected Products with freight pre-paid in accordance with JAI's written instructions. Jackson Aerospace, at its discretion, will have a reasonable opportunity to repair or replace rejected Product(s). Jackson Aerospace assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to JAI's designated facility to return properly rejected Products. Buyer will provide copies of freight invoices to JAI upon request. Buyer retains the risk of loss for returned Products until their delivery to JAI's designated RMA return location. If Jackson Aerospace reasonably determines that rejection was invalid, Buyer will be responsible for all expenses that result from or arise out of the invalid rejection. Jackson Aerospace has limited capability for shipping dangerous goods. Jackson Aerospace reserves its right to cancel the customer order if it is found that shipment of the Product cannot be made due to any dangerous goods classification. Jackson Aerospace will notify the customer in writing of any material changes



to the Product's form, fit, and function. Jackson Aerospace has a shelf-life program in place to ensure Product parts are supplied within the appropriate shelf-life. However, JAI will not track the preservation materials that might be required to be reapplied over time (e.g. bearing preservation re-lube). Jackson Aerospace will supply the Product with the preservation applied by the JAI Supplier. Except as expressly provided for hereunder, Buyer has no right to return Products to Jackson Aerospace. The Parties agree that damage to a container shall not be cause to reject a Product, provided that such damage has no significant impact on the Product.

9. Invoicing and Payment:

In the event the Parties have not entered into an LTA, JAI reserves the right to require payment in advance at any time, and to limit, change, or revoke credit facilities at any time. Unless otherwise specified by JAI, and if credit has been extended, Buyer shall pay all invoiced amounts due to JAI within net thirty (30) days after the date of invoice. All prices shall be expressed in, and payments hereunder shall be made with, United States dollars. In the event that a payment by Buyer to JAI is delinquent, JAI reserves the right to impose late charges, change delivery terms, reduce credit limits, suspend future shipments or immediately terminate the Order upon written notice to Buyer. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with JAI, whether relating to JAI's breach, bankruptcy or otherwise. In the event where a dispute exists between a conforming certification, meeting Buyer's required standards from an approved supplier, and secondary compliance testing results performed by Buyer or their agents, Buyer shall be required to accept the Product on a conditional basis until the disputed conditions are resolved between Buyer and JAI's supplier. JAI shall act on behalf of Buyer to facilitate the resolution but shall not be liable for the disputed value of the Product. Buyer's obligation to pay JAI in full shall not be waived with respect to the disputed value of the Product.

10. Taxes and Credit:

Jackson Aerospace's prices for Products are exclusive of any federal, state, or local sales taxes, use of excise taxes, or value added taxes. In the event that JAI is required to pay such taxes (other than in cases where JAI has agreed in writing to assume such fees), Buyer shall reimburse JAI for any such taxes or assessments. All personal property taxes assessable on the Products after delivery to Buyer's designated ship-to location, and any federal, state, or local sales, use of excise taxes, or value added taxes shall be the responsibility of the Buyer. Any credit limits extended to the Buyer will be revoked and/or reduced at any time if JAI has not received payments for orders shipped within the agreed payment terms. Jackson Aerospace reserves the right in its sole and absolute discretion and for any reason to limit the credit limit extended to the Buyer.

11. Warranties:

Jackson Aerospace values its reputation for delivering high-quality products to our Buyers. JAI warrants to Buyer that, at the time of delivery, Products, excluding services, will be free from material defects in materials and manufacture. For any services ordered under these SO



Terms, JAI warrants its workmanship to conform to the specifications, plans, and/or drawings agreed by JAI in writing to be part of these SO Terms (“Approved Specifications”). The term of this express limited warranty for Products shall be for the warranty period applicable for the Products as indicated on any documents provided by JAI, or, if not stated in such documentation, the warranty term provided by the JAI Suppliers for such Products, which shall begin on the date of the Product shipment. JAI’s liability under warranty for Products, excluding service, is limited to the repair and replacement of the Product sold to Buyer that is shown to JAI’s reasonable satisfaction to have been nonconforming. For any services ordered under these SO Terms, JAI’s liability under warranty shall be limited to correcting or repairing such portions of the repairs that is not in accordance with the Approved Specifications. JAI must be given written notice no later than thirty (30) days after Buyer’s discovery of a defect within the warranty period. JAI also warrants the products supplied by JAI against all defects in materials and workmanship for a period consistent with the JAI Supplier’s warranty terms. EXCEPT AS EXPRESSLY SET FORTH HEREIN, JAI MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE TO BUYER WITH RESPECT TO THE PRODUCTS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NONINFRINGEMENT AND THEIR EQUIVALENTS.

JAI shall not be liable under this warranty in any of the following events:

- a) Whenever any Products have not been operated, stored or maintained in accordance with the manufacturer's and JAI’s instructions;
- b) Whenever any Products have been handled, stored, repaired, or altered in any way, which may have impaired their safety, operation or efficiency; and
- c) Whenever any Products and/or component have been subjected to any abnormal condition, misuse, or neglect.

If JAI determines that the item returned for warranty service is nonconforming, the Buyer shall pay all costs, handling, and transportation.

12. Repairs:

Where Products are not covered under an express warranty and returned for repair, JAI may charge a fee for inspection and preparation of a repair quotation and this fee shall be payable in the event that the Buyer does not proceed with the repair. In instances where JAI has provided a warranty for repairs, the warranty period specified in JAI’s documentation shall apply, and if no period specified in such documentation, the warranty term provided by the JAI Supplier for such products shall apply, which shall run from the date of the Product’s completion. The repair warranty shall only cover any replacement components that were used in the repair. Whenever the Buyer submits a repair or purchase order or other written authorization (including any electronic correspondence to JAI) for product service inspection(s) or evaluation(s) for repairs not covered under JAI’s warranty, the Buyer shall be responsible for all costs and fees of products/parts evaluation and inspection, any applicable



repair or replacement costs authorized by the Buyer, and other fees incurred due to the Buyer's delay in communicating any authorized repairs or return instructions while parts are at an JAI Supplier facility (e.g. MRO parts storage fees). Except for repair evaluation fee(s) provided or confirmed by JAI, the initial pricing for repair and overhaul (R&OH) services is based on estimated pricing only. Final prices for repair and overhaul services after JAI personnel has completed its evaluation of any repair item(s) shall be communicated by JAI.

13. Cancellation, Change or Termination:

Any cancellation, change, or termination of an Order, in whole or in part, is subject to JAI's prior written consent, and may be subject to restocking and/or cancellation charges and/or equitable adjustment.

14. Export:

JAI will apply for United States Government export authorizations required for delivery of any Products or technical data under an order. Buyer will provide all information required by JAI to complete the export authorization application(s). Buyer will provide accurate end user and end application information. An export license fee may apply. Buyer will comply with all applicable export and import control laws and regulations, including without limitation, the United States Export Administration Regulation (EAR), the U.S. Arms Export Control Act, the U.S. Export Administration Act, and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance. Buyer acknowledges that it is aware that U.S. export laws and regulations may impose restrictions on Buyer's use of the goods, services, or technical data, or on their transfer to third parties. Buyer will immediately notify JAI and cease distribution activities with regard to the transaction in question if Buyer knows or has a reasonable suspicion that the Products, technical data, plans, or specifications may be redirected to other countries in violation of applicable U.S. export control laws. Technical data is controlled for export by the U.S. Department of State and Department of Commerce. Proper export license, exemption, or exception is required to send these test reports to foreign parties. JAI will no longer provide test report to Buyers, unless it has been specifically requested by the Buyer at the time of Request for Quote, specified on the Purchase Order, and Buyer has provided JAI with all export information that JAI has requested. Buyer hereby acknowledges that the timing of an export license for technical data may be delayed as JAI will apply for such license when it has received the test reports with the completed Product unit. To ensure the timely shipment of Products, JAI may delay shipment of the Product(s) test report(s) until it has obtained the applicable export authorization and as such the test reports may arrive 1 to 2 weeks after the applicable Product unit(s) shipment. If an export license is required to send the test reports, license charge(s) may apply and Buyer agrees to pay for any applicable license charge(s). JAI reserves the right, in its sole discretion, to charge Buyer for any export licensing costs or fees JAI incurs to deliver the Product(s).



15. Excusable Delays and Force Majeure:

Each Party shall not be liable or responsible to the other Party, and shall not be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any obligations of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Party, including without limitation: strikes, boycotts, lockouts, labor disputes, embargoes, acts of God or nature, inability or delay in obtaining labor, products or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls including inability to obtain an export license, judicial orders, enemy or hostile governmental action, war or threat of war, civil commotion, terrorism, telecommunication breakdown or power outage, explosion, fire, flood, earthquake, hurricane, tornado or other casualty (each, an “Excusable Delay” or “Force Majeure”), then that Party's performance shall be excused. Any delay by a supplier of JAI shall not be deemed a delay or failure to perform by JAI. Buyer acknowledges that the aerospace industry, and, in particular, manufacturers or certain products critical to Buyer’s programs, are subject to significant capacity limitations which are beyond the reasonable control of JAI, which may impact the supply of Products. In the event that a Buyer Force Majeure continues for a continuous period in excess of thirty (30) days, JAI shall be entitled to give notice in writing to Buyer to terminate the Order.

16. Limitation of Liability; Indemnification:

IN NO EVENT WILL JACKSON AEROSPACE’S AGGREGATE, CUMULATIVE LIABILITY TO BUYER ARISING OUT OF OR RELATED TO THE ORDER EXCEED THE AGGREGATE PURCHASE PRICE OF PRODUCTS PURCHASED PURSUANT TO THE ORDER. JAI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF REVENUES, USE, POWER OR BUSINESS GOODWILL, INCREASED EXPENSES OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THE ORDER, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION APPLIES REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION, INCLUDING AS A RESULT OF THE TERMINATION OF THE ORDER. As may be limited by certain provisions of the Order, Buyer hereby indemnifies and agrees to defend and hold harmless JAI and their respective officers, directors, employees, customers and agents from and against any and all losses, damages, deficiencies, awards, assessments, judgments, fines, penalties, costs, injuries, settlements, liabilities and expenses arising out of the Order which result from Buyer’s negligence or willful misconduct. Each Party shall carry commercial liability, property and workers’ compensation insurance, and maintain such insurance in force to cover potential liabilities in types and limits as would be commercially reasonable in similar circumstances.



17. Patent Infringement:

Upon written request of Buyer, JAI shall use commercially reasonable efforts to assign and transfer its Product patent indemnification rights flowed down from its supplier and/or manufacturer to the Buyer. JAI does not and will not indemnify Buyer against third party claims that Product infringes any patent, trademark, trade secret, or copyright. THE REMEDIES OF BUYER PROVIDED IN THIS SECTION 17 ARE THE EXCLUSIVE REMEDIES AND IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES (EXPRESS OR IMPLIED), INDEMNITIES, OBLIGATIONS AND LIABILITIES OF JAI, AND RIGHTS AND REMEDIES OF BUYER AGAINST JAI RELATING TO ANY INFRINGEMENT.

18. Assignment:

Buyer shall not assign or transfer the Order or any of its rights or delegate any of its obligations under the Order, whether by contract, operation of law, or otherwise, without the express prior written consent of JAI. Any purported assignment, delegation, or transfer in violation of this Section 18 will be null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Subject to the foregoing, the Order in its entirety will bind each Party and its permitted successors and assigns.

19. Dispute Resolution:

The Parties shall attempt to resolve any dispute arising out of or relating to the Order promptly and in good faith. A Party shall provide written notice of the dispute to the other Party. Any dispute shall be referred to ascending levels of higher management. If the dispute is not resolved by the Parties within thirty (30) days from the date of the written notice, either Party may commence litigation in accordance with the relevant provisions set out in the Order. In no event shall Buyer commence any litigation arising out of or related to the Order more than one (1) year after the cause of action has accrued.

20. Jury Trial:

Each Party hereby irrevocably waives trial by jury in any suit, action or proceeding with respect to, or directly or indirectly arising out of, under or in connection with the Order or the transactions contemplated therein or related thereto (whether founded in contract, tort or any other theory). Each Party:

- (a) certifies that no other Party or any other person has represented, expressly or otherwise, that such other Party or person would not, in the event of litigation, seek to enforce the foregoing waiver, and
- (b) acknowledges that it and the other Party hereto have been induced to enter into the Order by the mutual waivers and certifications in this paragraph.



21. Entire Agreement:

Except as otherwise expressly agreed in a written and executed agreement, the Order constitutes the entire agreement between Buyer and JAI with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and JAI, whether written or oral, relating to the subject matter hereof. No amendment or modification of the Order shall be binding upon JAI unless set forth in a written instrument signed by JAI's duly authorized representative.

22. Confidentiality:

All information disclosed by a Party to the other Party that is labeled as "confidential" or "proprietary" or, in the case of any oral or visual disclosures, confirmed as "confidential" or "proprietary" in writing within one month after the disclosure ("Confidential Information"), shall be maintained in confidence by the receiving Party using the same care and diligence that the receiving Party uses to protect its own Confidential Information, but in no case less than reasonable care. The receiving Party shall not disclose such information to any third person (other than any directors, officers, owners, shareholders, employees, agents, consultants, advisors, partners, affiliates or other representatives with a need to know such information in connection with the Order, provided that the receiving Party shall ensure that any such person is made aware of the provisions of this Section 22 and complies with the provisions hereof or otherwise agrees to confidentiality undertakings at least as burdensome as the provisions hereof) without the disclosing Party's prior written consent, and shall not use such information for any purpose other than the performance of its obligations or enforcing its rights under the Order.

The receiving Party shall promptly return or destroy any such information upon disclosing Party's request. The obligations contained in this Section 22 do not apply with respect to information

- (a) that is either in the public domain at the time of disclosure or becomes part of the public domain after disclosure other than through a breach of this Section 22;
- (b) that is lawfully obtained from a third party who did not supply such information in breach of any duty of confidentiality owed to the disclosing Party;
- (c) which is developed independently by the receiving Party without reference to any information covered by this Section 22, as supported by the receiving Party's written documentation; or
- (d) which is required to be disclosed by law or at the direction of any court or governmental authority. In the event that a receiving Party is required by law or the direction of any court or governmental authority to disclose any such information of the other Party, if permitted by applicable law, such Party shall promptly notify the other Party and use reasonable efforts to assist the other Party (at the other Party's expense) in preserving the confidentiality of such information consistent with applicable law.

23. General:

(a) Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. (b) The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation. (c) Any notice or communication permitted or required hereunder will be in writing. If any provision of the Order (including these Terms and Conditions) is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. (d) A Party's failure to insist upon strict performance of any provision of the Order, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect a Party's right to enforce any other provision or right herein. (e) When used in the Order, the term "including" means "including without limitation," unless expressly stated to the contrary. The language used in the document is deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against a Party. (f) In the event of a conflict between these Terms and Conditions and any other document, the order of precedence shall be as follows: (i) these Sales Order Terms and Conditions, (ii) any written purchase and sale agreement between the Parties, (iii) drawings and specifications, and (iv) other mutually agreed to reference documents.

24. Compliance with the Law:

(a) Each Party shall comply with all applicable international, supranational (including European Union), national, Federal, state, and local laws, statutes, rules, regulations, and ordinances. Buyer shall provide JAI any documents and support reasonably required by JAI to enable JAI to fulfill its obligations under this Section 24.

(b) The Parties to this Order are committed to compliance with the laws of the jurisdiction where work will be performed as well as the laws of other countries that are, or may be, of potential relevance, including all laws applicable to one or both of the Parties relating to bribery, money laundering and/or corrupt payments, such as the U.S. Foreign Corrupt Practices Act (the "FCPA"), the UK Bribery Act of 2010 (the "UK Bribery Act") and other applicable anti-corruption laws (together with the FCPA and the UK Bribery Act, the "Anti-Corruption Laws"). Accordingly, the Parties hereby represent and warrant that: (i) The Parties are now in compliance with the Anti-Corruption Laws of any other countries or jurisdictions that are applicable to the transactions contemplated herein and will remain in compliance with all such laws for the duration of this Order. The provisions of this Order and the transactions contemplated thereby, including the compensation of the Parties, are legal and binding under the laws of the relevant jurisdictions, including, without limitation, all applicable Anti-Corruption Laws. (ii) The Parties have not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of money, or anything else of value, to any government official, including any officer or employee of a domestic or foreign government or government-controlled entity or of a public international organization, or any person acting in an official or representative capacity for or on behalf of



any of the foregoing, or any political party or official thereof, or candidate for political office, or legislative, administrative or judicial officials whether or not elected or appointed, all of the foregoing being referred to as ("Public Officials") or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Public Official for the purposes of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage. (iii) The Parties have not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of, or a request or acceptance of, money or anything else of value, to or by any other person (whether or not a Public Official) while knowing that all or some portion of the money or value offered, given or promised to such other person is for the purpose of securing the improper performance of that person's function or misuse of that person's position. (iv) No part of the payments received by either Party, directly or indirectly, will be used for any purpose which would cause a violation of the laws of any applicable jurisdiction including any applicable Anti-Corruption Laws. (v) Neither Buyer nor any owner, partner, officer, director or employee of Buyer or of any affiliate company of Buyer is or will become a Public Official during the term of Order without prior written notice to JAI.

(c) In connection with the foregoing representations and warranties, the Parties further agree as follows: (i) Any payments due to Buyer under this order will be made by check or bank transfer, and no payments will be made in cash or bearer instruments. No payments that are owed to Buyer hereunder will be made to a third party instead, and all payments will be made to accounts maintained by Buyer in accounts maintained in the jurisdiction where Buyer is located. (ii) JAI may terminate this Order immediately upon written notice in the event that it concludes, in its sole opinion, that Buyer has breached any representation or warranty under Section 24(b) above or that a breach is substantially likely to occur unless this Order is so terminated. (iii) Buyer will keep accurate books and records that reflect all transactions completely and accurately and in reasonable detail in connection with its services to be performed under this Order and will make such books and records available to the auditors for JAI if requested. Buyer will fully cooperate in any audit that may be conducted. (iv) As required by JAI, Buyer, senior managers of Buyer, and any employees, promoters or third parties who interact with Public Officials or private sector counterparties on behalf of Buyer will sign an annual certification of compliance with the FCPA, the UK Bribery Act and other applicable anti-corruption laws.