

**CUSTOMER CONTRACT REQUIREMENTS
RSAF FWC PROGRAM
CUSTOMER CONTRACT STA ENGRG/CONT/248/10**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

1. Additional Seller Warranty

In addition to any other express warranties contained in this contract and any express warranties which the Seller has obtained from its subcontractors, the Seller represents and warrants that Seller and its subcontractors are duly licensed at Law and have the requisite skill, expertise and capabilities to carry out Seller's obligations under this contract.

2. Confidentiality and Security

2.1 Confidential Information includes all information related to the purposes of the Project that is identified as Proprietary Information as per sub-Clause (a) below,

(a) An originating party will not identify information as confidential unless the originating party believes that such information is confidential to the originating party or a third party, constitutes a trade secret or gives some competitive business advantage or the opportunity of obtaining such advantage, or disclosure of which could be detrimental to the interests of the originating party or a third party.

(b) The parties will attempt to limit the exchange of Confidential Information, disclosing only that Proprietary Information necessary for the purposes of the Program as defined under this Agreement.

(c) To gain protection under this Contract as Confidential Information, an originating party will disclose information in written or other permanent form and will clearly and conspicuously mark such information as being confidential using an appropriate legend. Information stored in electronic form on disk, tape, or other storage media constitutes information in permanent form. Such electronic information will be adequately marked if a confidential legend displays when the information originally runs on a computer system and when the information is printed from its data file. If an originating party originally discloses information in some other form (e.g., orally or visually), a receiving party will protect such information as Confidential Information to the extent that the originating party:

- (1) Identifies the information as confidential at the time of original disclosure;
- (2) Summarizes the Proprietary Information in writing;
- (3) Marks the writing clearly and conspicuously with an appropriate confidential legend; and
- (4) Delivers the writing to the receiving party within thirty (30) days following the original disclosure

2.2 Except with the consent in writing of the disclosing Party, the receiving Party shall not disclose this Contract, any purchases made in this Contract or any provisions thereof, all documents and information concerning the Authority, or any information issued or furnished by or on behalf of either Party in connection therewith to any person that is identified as Confidential Information under clause 2.1 (collectively "Confidential Information"), unless:

(a) the Confidential Information is disclosed on a need-to-know basis, where that disclosure is reasonably necessary for the conduct of this Contract, and provided that clause 2.4 is first complied with;

- (b) Party is required by Law to communicate the Confidential Information to a recipient who is authorised by Law to receive it;
- (c) the Confidential Information is necessarily made to a court, or to an arbitrator or administrative tribunal or to legal counsel in the course of proceedings provided that, in the case of any arbitration proceedings, the receiving Party first obtains from each other party to those proceedings an undertaking, enforceable by disclosing Party, that each such other party will similarly not divulge or communicate, without disclosing Party's written consent, any information referred to in this clause;
- (d) the Confidential Information is required to be disclosed to any Government Agency whether in connection with the granting of any Authorisation or otherwise; and
- (e) the Confidential Information is required to be disclosed to any stock exchange.

- 2.3 In addition to the foregoing, neither Party shall make use of any information obtained directly or indirectly from STA or compiled or generated by the receiving Party in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of disclosing party. STA shall be able at all times to account for all copies of the Proprietary Information which are required to be made to permit its use in the operation and maintenance of the Equipment and shall ensure that each such copies include the same proprietary notices contained in the original version.
- 2.4 Neither Party shall, except as required by law, publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under this Contract in any media without the prior written consent of the other Party.
- 2.5 Prior to any Subcontractor commencing work, all Parties shall make contractual arrangements which contain obligations materially equivalent to this entire clause 2.
- 2.6 Seller must comply with all security requirements and procedures set out in the prime contract.
- 2.7 For the avoidance of doubt, with respect to any Base visual database that is created pursuant to this Contract, Contractor agrees that such databases shall not be used for other than the FWC Program.

3. Security Procedures

If working at the FAF Cazaux Base or any FAF base facility, Seller shall comply with all security clearance procedures as promulgated by the FAF.

4. Conduct of Contractor Personnel in Base

4.1 Purpose

This clause describes the broad principles of conduct that govern Seller's personnel while they are in Base, and all other FAF facilities.

4.2 Principles

Seller's personnel shall adhere to all provided rules and regulations as promulgated by the FAF, or RSAF, whichever is more stringent, while they are working on FAF facilities.

4.3 General Rules

- a. There shall be no photography, or photographic (including video) equipment allowed in Base, unless duly authorised by Base Security.
- b. Seller's personnel shall adhere strictly to traffic regulations within the base, especially speed limits and stop signs.
- c. Seller's personnel shall conduct themselves with due discipline and shall be properly attired while they are on base.

4.4 Employee Appearance and Behaviour

a. In general, Seller shall ensure that all subcontractors engaged in activities pursuant to this Contract have an adequate understanding of spoken and written English.

b. Seller shall take steps to ensure that all subcontractors comply at all times with applicable RSAF Squadron and Base standing orders.

c. Seller shall take steps to ensure that:

i. All staff shall be properly dressed, while on duty, in clean clothing and footwear at all times, in accordance with relevant occupational health or safety requirements.

ii. Staff shall not have conspicuous or extravagant hair styling or colouring, and beard and moustaches, if worn, shall be kept tidy

iii. Jewellery, if worn, shall be discreet and not such as to interfere with the staff member's work

iv. Staff shall not wear any badge, emblem or slogan of any political or social cause or movement while on duty.

v. While on duty, each staff member shall wear a name badge as required.

vi. Staff members shall not consume alcohol or non-pharmaceutical drugs while on duty, or within 8 hours prior to commencing or resuming duty.

d. Seller shall ensure that the above requirements are known to and are accepted by the employee before commencing employment on this Contract. Seller shall remove from further work, pursuant to this Contract, any employee who repeatedly or persistently fails to comply with the above requirements.