

**CUSTOMER CONTRACT REQUIREMENTS**  
**Italy KC-767 CY26-CY30 PBL Program**  
**CUSTOMER CONTRACT 2676USA**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

**2676USA Special Provisions .**

**ARTICLE 15 - HEALTH, SAFETY AND ENVIRONMENT PROTECTION**

1. The Seller shall ensure that all Goods can be safely used and that they comply with national (Legislative decree 81/2008) and European requirements regarding health, safety and environment protection, including the obligations resulting from the application of the CEE regulation n. 1907/2006 Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).
  - a. The Seller shall carry out all the steps in order to ensure the compliance of the contract with the provisions under the regulations referred to in this article, applicable at the time of the Goods delivery and considering state of affairs at the time;
  - b. Therefore, when presenting the Goods for compliance verification, the Seller undertakes to produce the following documents to the person in charge of the procedure:
    - "Declaration of Conformity of the materials with REACH Regulation", stating that:
      - The Seller is aware of the "REACH Regulation" provisions that shall apply to the Manufacturer, Importer and Downstream Users (Buyer's Customer) of chemicals on their own, in mixtures or articles;
      - The Seller complied with its obligations under the REACH and verified its subcontractors/subsuppliers fulfilled the obligations under the REACH, as well;
    - "Certificate of Compliance" when the volume of those substances exceeds 1t/y, reporting the Legal Representative appointed for the Seller REACH program and providing the following information:
      - EINECS code / EC number and CAS of all the substances on their own or in mixtures;
      - Total weight of the substances.
  - c. The list of the identification code of the products/materials containing

dangerous substances and the "Safety Data Sheet";

2. The material to be supplied, spare parts and their components that are classified as "Dangerous" according to European regulations, must be appropriately indicated.
3. Moreover, the Seller shall inform Buyer immediately of any new safety prescription/procedure regarding the use of supplied or delivered Goods.

## **ARTICLE 37 - OBLIGATION OF TRACEABILITY OF FINANCIAL FLOWS**

1. Pursuant to Law No. 136 of August 13, 2010, as amended by Law No. 217 of December 17, 2010 (which converted Decree Law No. 187 of November 12, 2010), the Seller agrees that all financial movements related to this contract must be made exclusively by bank or postal wire transfer, or by other collection or payment ways suitable to allow full traceability of transactions.
2. Failure of the Seller and/or of its sub-suppliers to comply with the obligations of traceability of financial flows will constitute grounds for termination of this Contract or the contract with the sub-supplier. If the Seller knows of any failure of the Seller to comply with the obligations of traceability of financial flows, it must notify the Buyer immediately.
3. If the Seller knows of the failure of the sub-supplier to comply with the obligations of traceability of financial flows, it must proceed to immediate termination of the contractual relationship (between Seller and its sub-supplier) or take immediate action to notify the sub-supplier and D.A.A.A., via the Buyer, of its non-compliance and ensure prompt action is taken to resolve the situation as quickly as possible.

## **INTEGRITY PACT**

***Contract in this Article refers to the contract between Buyer and Seller, contract between Buyer and Buyers customer, and any other contract supporting the contract between Buyer and Buyer's customer***

This Integrity Pact defines the formal obligations of the Seller, with respect to the awarding of Contract, to commit itself:

- to conform its behavior to loyalty, transparency and fairness principles, not to offer, accept or ask for money nor for any other whatsoever reward, advantage or benefit, neither directly nor indirectly by means of intermediaries, aiming at being awarded the Contract and/or distort its proper execution;
- to timely inform the Italian Defense Administration and Buyer about any attempt aimed at disturbing, making irregular or distorting the awarding process as well as the Contract execution by whoever interested in influencing Contract related decisions;
- to timely inform all personnel engaged with the Contract activities about the present Integrity Pact and any obligations contained therein;

- to oversee that all obligations coming from the present Integrity Pact are met by all employers/collaborators in the execution of tasks assigned to them;
- to assure to have not signed and to not sign employment or self-employment contracts and that to have not given and to not give position to Italian Defense Administration ex employee that was involved in a leadership position, in the three years following the termination of service for Italian Defense Administration;
- to report to the competent Public Authority and Buyer about any known irregularity or distortion with respect to the Contract execution.

Notwithstanding the above and subject to the anti corruption requirements contained in Legislative Decree n. 90/2014 and following law 114/2014:

- the Seller undertakes to give timely notice to the Buyer of attempts at bribery that have, in any way, manifested themselves against the Seller, the corporate bodies or business executives.

The clauses of the present Integrity Pact will live until Contract complete closure.