

These Standard Terms and Conditions of Sale for Services, together with the terms of sale of the repair or overhaul services (“**Services**”) set forth in the Proposal or Estimate (collectively “**Proposal**”) will comprise the entire agreement (“**Agreement**”) between the parties for services on Customer’s aircraft or parts thereof (collectively “**Equipment**”). “Customer” refers to the entity listed on StandardAero’s Proposal. Customer and StandardAero (as hereinafter defined) may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

1. **StandardAero Affiliates.** These terms and conditions apply to Helicopter services provided by the entities named hereinafter referred to as “StandardAero”:

Dallas Airmotive Inc.
H+S Aviation Limited
Standard Aero Limited
Standard Aero (Asia) Private Limited
Vector Aerospace International Limited

Each Proposal shall be deemed a separate contract between the parties named therein. **The parties acknowledge and agree that any one StandardAero entity shall have no liability nor incur any obligation or be responsible for any failure of any other StandardAero entity to perform its obligations.**

2. **General Procedure** StandardAero will perform the Services on Customer’s Equipment in accordance with the specifications listed in the Proposal. StandardAero may use parts from StandardAero’s rotatable parts inventory to replace Customer repairable parts which will be repaired by StandardAero at Customer’s expense. If such removed parts are later scrapped, condemned or determined to be nonrepairable, the parts will be disposed of or returned to Customer and, if disposed of, Customer will pay the list price for the replacement part, less any applicable exchange fee previously paid. Title to parts and material furnished by StandardAero will pass to Customer upon incorporation in the Equipment and, simultaneously, title to the parts replaced will pass to StandardAero. When the Equipment is returned to Customer (“**Redelivery**”), StandardAero will provide Customer with copies of all completion records required by the applicable aviation authority (“**Approved Aviation Authority**”). Such records shall be maintained for the longer of two years from the completion of services or the applicable airworthiness records retention requirement. All other work records are proprietary to StandardAero and shall not be available for distribution.
3. **Terms and Conditions.** Acceptance of StandardAero’s pricing, whether such pricing is provided by proposal, quote or catalog offering, and hereinafter referred to as “**Offer**” shall be deemed acceptance of StandardAero’s Terms and Conditions. Acceptance by Customer is limited to acceptance of the express terms of StandardAero’s Offer including all relevant business terms (such as price, quantities, delivery schedule or technical requirements) set forth on StandardAero’s Offer and any changes to StandardAero’s Terms and Conditions are considered a material alternation to the terms of the Offer. Other than as set forth in the Offer, as described in the preceding sentence, any proposal for additional or different terms and conditions (whether included in Customer’s purchase order, acceptance, acknowledgement, or any other document) are hereby expressly rejected and shall be null and void unless accepted in writing by both Parties. If Customer intends to take exception to any terms in StandardAero’s Offer, prior to Customer’s acceptance of StandardAero’s Offer, Customer shall provide a written objection with revisions to StandardAero’s terms (providing Customer Terms and Conditions through a purchase order, acceptance or acknowledgement or any other document is not deemed a proper objection) and any additional or different terms may only be incorporated into the Agreement to the extent they are mutually agreed to as evidenced solely by a writing signed by both Parties.
4. **Trade Compliance**
- (a) **Export Control Regulations** The goods that are sent for Service as part of this Agreement and the related technology may be subject to export and re-export restrictions under U.S. and other countries’ export control regulations, including without limitation the U.S. Export Administration Regulations, U.S. Department of State, Directorate of Defense Trade Controls (ITAR), regulations of the U.S. Office of Foreign Asset Controls and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer (“**Export Control Regulations**”), and Canadian Export Control Regulations. Customer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations and (y) any applicable terms, conditions, procedures and documentation requirements made known to Customer that may be promulgated by StandardAero from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship StandardAero materials to Cuba, Iran, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Customer acknowledges that StandardAero will not proceed with a

shipment when StandardAero knows that the StandardAero products in that shipment are destined for a sanctioned country. Customer warrants and will undertake the process of securing all required export licenses when contractually obligated to do so. Customer represents that neither Customer nor any of its principals, officers, or directors, or any person or entity known to Customer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Customer or the transaction involving the goods that are the subject of this document or related technology.

(b) **Antiboycott Provisions** Customer will not request of StandardAero information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. StandardAero hereby rejects any such request by Customer and will report receipt of any such request to the relevant U.S. government office, as required by law.

5. **Taxes** Other than taxes StandardAero owes on monies earned, Customer agrees to pay all taxes (including withholding taxes), duties, fees, charges or assessments of any nature that are assessed or levied in connection with the Services.
6. **Prices/Payment** Unless stated otherwise on the Proposal, StandardAero’s prices for Services are stated in the Proposal in U.S. Dollars and are subject to change with prior notification to Customer. Any Service that is not priced in the Proposal will be invoiced at StandardAero’s standard pricing rates. If StandardAero is required to deliver Services with a StandardAero supplied shipping container, Customer shall return the container to StandardAero within 15 calendar days of delivery. The container shall be returned to StandardAero using DAP (Incoterms 2020), StandardAero’s facility. If the container is not returned to StandardAero within the 15-day period, Customer agrees to pay StandardAero \$100.00 for each day or partial day in excess of the 15 days. In the event the container is not returned to StandardAero after 45 days of delivery, Customer agrees to pay StandardAero the then current replacement cost of the container. This is in addition to the previously assessed daily charge. Customer shall be responsible for all repairs to damaged containers. Unless otherwise stated in the Proposal, payment of all invoices are due NET 30 and will be paid by wire transfer as stated on StandardAero’s invoice, immediately available for use and without set-off. Unless Customer provides written notice within 10 days of the invoice date that Customer disputes in good faith all or a portion of an invoice, the invoice shall be deemed accurate absent manifest error. Customer shall pay StandardAero the undisputed part of an invoice in accordance with this Article 6. All payments not timely disputed shall be deemed final and payments not made when due because of a dispute as to the correct amount thereof shall nonetheless be considered late if ultimately adjudged to be due, and interest shall be paid therein as set out above. If payments due hereunder are not received in accordance within the payment terms StandardAero may, at its discretion and without prejudice to any other rights or remedies it may have: (i) discontinue all Services provided hereunder, including the suspension or discontinuance of any warranty obligations; (ii) any applicable TAT as expressed in the Agreement is tolled (suspended) until all outstanding payments (including applicable interest) are received by StandardAero; (iii) StandardAero may consider the Customer in material default of the Agreement; (iv) StandardAero may retain all money paid with respect to this Agreement as liquidated damages in addition to any other rights or remedies StandardAero may have under this agreement or at law; (v) Customer shall pay to StandardAero all storage and preservation fees; and/or (v) the Customer shall pay all reasonable attorney’s(s’) fees, expenses and costs incurred by StandardAero in recovering, or attempting to recover, any sum owed to it by the Customer. StandardAero shall have a lien on all personal property in its possession for all sums owed or owing to StandardAero. If said sums have not been paid by Customer within ninety (90) days of the date on which the sum was due, StandardAero shall have the right to file for abandonment of the Equipment and to sell said property to offset the sum due in addition to any other rights it may have at law or under this Agreement. Any amount realized from any such sale in excess of the sums owed shall be credited toward

future Services. If a lien may not be placed on Customer's property, StandardAero shall retain possession of Customer's asset until such sums are paid. Customer shall indemnify and hold harmless StandardAero as to any claims, suits, and all associated costs in the event a third party claims an interest in the property sold.

7. **Excusable Delay and Work Stoppage**

(a) **Excusable Delay** Customer will excuse StandardAero from, and StandardAero will not be liable for, any delay in StandardAero's performance due to causes beyond StandardAero's reasonable control, including but not limited to: (1) war, warlike operations, armed aggression, insurrection, riots; (2) fires, floods, explosions, earthquakes, inclement weather; (3) any acts of a Government, governmental priorities, allocation regulations or orders; (4) acts of God or of the public enemy; (5) failure of or delays in transportation; (6) epidemics, quarantine restrictions; (7) inability to procure materials or parts including unavailability of Original Equipment Manufacturer ("OEM") parts; (8) labor troubles causing cessation, slowdown, work stoppage or interruption of work; and (9) work stoppages resulting from any of the events stated herein; or (10) delays of any type that are caused by Customer. In addition, Excusable Delay shall include capacity interruptions caused by surge or bulk shipments ("Surge") that have not been coordinated or forecasted by Customer with StandardAero prior to Delivery or resulting from the events listed herein or other global conditions. For purposes of this clause, "Surge" shall be defined as any fluctuation of volume greater than 10% of normal volume. In the event of such delays, StandardAero may invoice Customer for all completed Services as well as any equitable adjustments that may be reasonable under the circumstances. If Customer causes a delay, StandardAero may stop Services on Customer Equipment, which may result in a greater than day-for-day delay in the completion of Services and the Equipment may be placed in storage in accordance with Article 15 – Receipt of Equipment, Risk of Loss, and Disposition of Property.

(b) **Work Stoppage** If Customer causes any postponement or stoppage of Services, Customer will be liable to StandardAero for any postponement costs associated with the Work Stoppage including but not limited to handling, reasonable storage fees, inspections and preservation costs. Customer agrees that such postponement charges will be invoiced monthly and invoices are due and payable when received by Customer. Customer further understands that the Services will not be resumed until such invoices are paid in full. Upon lifting of the Work Stoppage, StandardAero will assess the impact to the Redelivery Schedule and provide Customer with a new Redelivery date.

8. **Warranty** StandardAero warrants that, for a period of one year or 500 flight hours, whichever occurs first, after the date of Redelivery, the Services will be free from defects in workmanship. If the Services performed do not meet this warranty, StandardAero will promptly, at StandardAero's option, either (a) re-perform the defective Services; or (b) refund the repair price allocable to the defective Services. The warranty period on any such re-performed Services will be the unexpired portion of the original warranty. To obtain warranty coverage, defects in workmanship must be discovered within the warranty period and StandardAero must be given prompt notice in writing no later than 30 days from the date the Customer knew or should have known of the defect. The Equipment must be returned together with the applicable Proposal and Order to StandardAero no later than 15 days after such notification is made. Customer must make any previously attached or related parts available to StandardAero upon request to assist in determining the cause of the defect. StandardAero shall not provide warranty coverage for defective products that are sent for investigation or repair to a third party without StandardAero's prior written consent. Shipments shall be prepaid by Customer. StandardAero will reimburse Customer for reasonable freight charges Customer incurs for return of parts to StandardAero's facility for valid warranty claim repairs. In the event that a warranty claim is denied, the engine, accessory, module, or part shall be returned to the customer EXW, StandardAero's facility and the cost of disassembly and reassembly to disclose the claimed defect and the cost of preparation of any technical report shall be borne by Customer at StandardAero's current applicable hourly rates. New parts embodied by StandardAero during an overhaul or repair shall be subject to the OEM's new part warranty. StandardAero will pass through to Customer any available manufacturer parts warranty and will use commercially reasonable efforts to assist Customer with administration of such warranty claims. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL STANDARDAERO BE RESPONSIBLE FOR INCIDENTAL, RESULTANT, CONSEQUENTIAL OR PUNITIVE DAMAGES.** This warranty is applicable only if, following Redelivery, the Equipment (a) have been transported, stored, installed, operated, handled, maintained and repaired in

accordance with the recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins, Airworthiness Directives or written instructions; (b) have not been altered, modified or repaired by anyone other than StandardAero; and (c) have not been subjected to accident, misuse, abuse or neglect. Warranty claims shall be denied in the event the Customer is in arrears for a period in excess of ninety (90) days from its payment terms.

9. **StandardAero Indemnity** StandardAero will indemnify Customer from third party losses for damage to or destruction of any property or injury to or death of any person caused solely by StandardAero's grossly negligent performance of the Services and for which, as a condition of such indemnification, Customer has promptly given notice of such claim; provided, however, StandardAero will not be required to indemnify Customer for any losses arising from Customer's negligence or misconduct. The indemnification provided hereunder will be Customer's sole and exclusive remedy for such third party losses. StandardAero will indemnify Customer from and against all losses resulting in injuries or damages suffered by employees of StandardAero to the extent they arise from negligence in performance of the Services hereunder. The indemnity provided herein will expire at such time the Equipment are serviced by any other service provider or the warranty expires, whichever occurs first.
10. **Customer Indemnity** Customer will indemnify StandardAero from third party losses for damage to or destruction of any property (including the Equipment) or any injury to or death of any person caused solely by Customer's use, operation, repair, maintenance, or disposition of the Equipment; provided, however, Customer will not be required to indemnify StandardAero for any losses caused solely by StandardAero's negligence or misconduct in its performance of the Services. Customer will indemnify StandardAero from and against all losses resulting in injuries or damages suffered by employees of Customer in connection with the employees' employment with Customer other than claims arising from injury to the employee as a direct result of StandardAero's performance of the Services.
11. **Limitation of Liability Except with respect to the indemnification obligations StandardAero may owe hereunder pursuant to Clause 9, the total liability of StandardAero will not exceed the dollar value of the price of the Services provided giving rise to the claim. Neither Party will be liable for indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, revenue whether as a result of breach of contract, warranty or any other claims at law or in equity including claims for fraud or tort. StandardAero shall not be responsible for any loss or damage resulting from unit value depreciation. This limitation of liability does not apply to instances of gross negligence or willful misconduct by StandardAero.** Customer agrees that any action in relation to an alleged breach of this Agreement shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought within the two-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
12. **Insurance**
- (a) StandardAero, at its expense, will maintain until Redelivery of the Equipment the following insurance coverage: Aviation Products Liability including Aviation Premises, Products and Completed Operations and Hangarkeepers Liability for a Combined Single Limit Bodily Injury and Property Damage in the amount of \$200,000,000 each occurrence (aggregate in respect of products liability).
- (b) If StandardAero is providing Services on Customer's Aircraft or StandardAero is providing a rental asset while Customer's Equipment is being serviced, Customer shall, at its expense, procure, maintain and keep in full force and effect hull insurance to protect the value of the Equipment. Additionally, Customer shall, at its expense, for the same duration, procure, maintain and keep in full force and effect a general liability policy with minimum limits of \$200,000,000.00 per occurrence, and will name StandardAero as an additional insured. All Customer policies will be endorsed to waive any and all subrogation against StandardAero. Before Services commence, Customer will provide StandardAero with Certificates of Insurance evidencing the waiver of subrogation and providing that the insurance may not be cancelled without 30 days prior written notice to StandardAero. Customer acknowledges that StandardAero is not liable for loss of the Aircraft or other damage to property, personal injury or death of any person, while the Aircraft is in flight unless such occurrence is solely caused by a product or component improperly repaired by StandardAero under the terms of this Agreement. For purposes of this clause, the term "in flight" is defined as the time period commencing when the Aircraft moves forward in taking off or attempting to take-off for air transit, while in the air and until the Aircraft comes to rest after landing or, the landing run having been safely completed, and power

is applied for taxiing. Furthermore, StandardAero shall not be liable for damage to the Aircraft while in the care, custody or control of StandardAero if such damage was a result of an Act of God or reasons beyond the control of StandardAero unless such damage is due to the negligence or misconduct of StandardAero

13. **Confidentiality** The parties shall treat as strictly confidential all provisions of this Agreement and any information disclosed by one party to the other in furtherance of this Agreement, with the exception that the receiving party may share information in the following limited circumstances: (a) to its employees or professional advisors on a strictly need-to-know basis and only after, as applicable: i) advising its such employees of the requirements of this provision; or ii) having any such third party(ies) sign a non-disclosure agreement; (b) as may be required to be disclosed for an investigation by a governmental authority or other mandatory legal process only to the extent legally required and only after giving notice to the disclosing party with sufficient time to allow that party to commence a legal process to limit such disclosure; (c) is in the public domain through no breach of the confidentiality obligations contained herein; (d) was independently developed by the receiving party supportable by documentation; or (e) to the extent reasonably required to be disclosed to commence, in furtherance of, or to enforce any rights or obligations of a party under this Agreement or any judgment arising out of, any court proceeding or other dispute resolution proceeding related this Agreement.
14. **Termination** Either Party may terminate this Agreement upon fifteen (15) days' written notice for breach of any material provision, unless such breach is cured within the fifteen (15) days. StandardAero may terminate this Agreement immediately if Customer (a) fails to make any of the required payments when due, (b) makes any agreement with Customer's creditors due to Customer's inability to make timely payment of Customer's debts, (c) enters into compulsory or voluntary liquidation, (d) becomes insolvent, or (e) becomes subject to the appointment of a receiver of all or a material part of Customer's assets. Upon any such termination, Customer will not be relieved of Customer's obligation to pay for Services performed and Customer's Equipment may be placed into storage in accordance with Article 15 – Receipt of Parts, Risk of Loss, and Disposition of Property. In addition, StandardAero may, at its sole discretion, opt to take any or all of the following (without waiving any of StandardAero's rights to pursue any remedy under these Terms): (1) cancel or terminate the order; (2) claim return of any Goods in the possession of Customer and enter Customer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; and/or (3) declare immediately due and payable all outstanding invoices and other amounts owed by Customer. StandardAero may exercise any and all rights and remedies provided by law in addition to the forgoing. Customer shall pay all costs, expenses and damages incurred by StandardAero as a result of any Event of Default, including without limitation storage, preservation and auction costs, collection and repossession costs, court costs and attorneys' fees. In no event may Customer terminate, postpone, cancel, or reschedule an Order once it has been accepted by StandardAero.
15. **Delivery Terms, Receipt of Parts, Risk of Loss, and Disposition of Property** (a) Unless otherwise stated in StandardAero's Proposal, the following INCO terms (2020) shall be applied for Services performed in: (i) Canada: DAP inbound to StandardAero's facility and FCA outbound from StandardAero's facility; or (ii) United States, United Kingdom, or Singapore: DDP inbound to StandardAero's facility and EXW outbound from StandardAero's facility. (b) StandardAero's signature or electronic confirmation of a shipment delivery is not confirmation of the products received. StandardAero will confirm that the items listed in the shipment documents have been physically received within three (3) business days from receipt at StandardAero's facility. StandardAero will not be liable for discrepancies between the shipping documents and the products received. If available, videography will be used to substantiate any such discrepancy. (c) Notwithstanding any other provision in the exchange of documents between the Parties and irrespective of the Incoterms or shipping terms listed in the Proposal or Order, the risk of loss for Customer's property while in the care, custody, and control of StandardAero is limited to the loss of damage to Customer property resulting from StandardAero's negligence. In no event will the risk of loss include all-risk coverage for loss or damage resulting from Acts of God, perils, or reasons beyond the control of StandardAero. Regardless of the Incoterms identified, Customer shall be liable for all transit risk. (d) Any equipment left in StandardAero's possession (i) for more than 60 calendar days without Customer's approval for StandardAero to commence Services, or (ii) for more than 90 calendar days following a Work Stoppage or cancellation of an order, or (iii) for more than 60 calendar days following completion of Work, shall thereafter be deemed abandoned absent some alternative agreement in writing signed by StandardAero. StandardAero reserves the right to elect to continue to store the equipment at Customer's cost or to recover unpaid balances, storage costs, and/or repair costs by any means necessary, including sale of the equipment to a third party in accordance with applicable law. Any amount realized from any such sale in excess of the sums owed shall be credited toward future Goods or Work; provided that such credit must be used within 30 months of issuance or it shall automatically expire. Customer shall indemnify and hold harmless StandardAero against any Claims or Losses arising from any sale of abandoned property.
16. **Electroplating and Metal Finishing** Because of the difficulties inherent in electroplating and metal finishing, in the event that the results of StandardAero's Services are unsatisfactory due to metal imperfections, changes in grade or composition of materials, original manufacturing and/or fabrication imperfections, uses for which the plating or other finishing operation was not reasonably designed, or similar variables over which StandardAero has no control, Customer will pay in full the prices for the Services performed, and no liability will attach to StandardAero, regardless of the results. Where StandardAero's Services, including any operations or processes performed by StandardAero, are in the nature of "salvaging" parts or materials, such work will be performed on a "reasonable efforts" basis. Customer will pay in full the prices for the Services performed, and no liability will attach to StandardAero, regardless of the results.
17. **Customer Furnished Material** Consistent with the charges specified in the Proposal and with StandardAero's prior written approval, Customer may supply agreed parts to StandardAero if the part is: (a) furnished with an Approved Aviation Authority serviceability tag, when applicable; and (b) ready for immediate use. If Customer delay in providing parts delays StandardAero performance, StandardAero may supply the parts at Customer expense. StandardAero disclaims all liability for such parts and Customer will indemnify StandardAero from and against any and all claims, demands, losses, costs and expenses for the performance of such parts. Customer Furnished Material shall be subject to a material handling fee as specified in the Proposal.
18. **Dispute Resolution and Governing Law** (a) This Agreement will be governed by the laws of the State of New York, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods, and any laws which govern the validity, perfection, or creation of any lien or security interest hereunder and the exercise of rights or remedies with respect of such lien or security interest for a particular item which will be governed by the laws of the applicable jurisdiction pertaining to liens). The laws governing the validity, perfection, or creation of any lien or security interest hereunder and the exercise of rights or remedies with respect to such lien or security interest for a particular item shall be determined in accordance with the choice of law provisions specified in the preceding sentence unless otherwise mandatorily required, in which case the laws of the jurisdiction in which the Services were performed shall govern. (b) If the parties are unable to amicably resolve any dispute within thirty (30) days, the dispute will be settled by the procedure listed in Exhibit A. (c) Except for the indemnitees specified in Clause 9 and 10, nothing in these Terms confers any rights on any person that is not a party to the arrangement incorporating these Terms, including no rights under the Contracts (Rights of Third Parties) Act 1999.
19. **Subcontracting** StandardAero will not subcontract substantially all of the Services; however, StandardAero has the right to subcontract any Service to any subcontractor that is properly certified by the Approved Aviation Authority, where applicable, or is an approved StandardAero vendor.
20. **Independent Contractors.** StandardAero and Customer are independent contractors, not partners or employees or agents of the other. Neither Party shall have the authority to assume or create any liability or obligations, express or implied, on behalf of, or bind, the other Party in any manner.
21. **Assignment** This Agreement may not be assigned without the prior written consent of the other party, except that Customer's consent will not be required for an assignment by StandardAero to one of StandardAero's affiliates.
22. **Waiver of Immunity** If Customer is incorporated or based outside the United States, to the extent that Customer or any of Customer's property becomes entitled to sovereign or other immunity from any legal action, Customer waives Customer's immunity in connection with this Agreement.
23. **Language, Notices** All correspondence and documentation connected with this Agreement will be in English, given in writing, effective upon receipt, and provided to the addresses set forth on the Proposal, which may be changed by written notice.

24. **Non-Waiver of Rights and Remedies** Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.
25. **Survivability** Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation will be revised or deleted and the remaining balance will remain in full force and effect.
26. **Ethics** Customer acknowledges and confirms that all amounts paid or related to this Agreement shall be for actual services rendered. Under no circumstances shall either party, its employees, agents, or other person operating on its behalf, accept, offer, promise, give, or agree to give any money, gift, loan, or other benefit or advantage, either directly or through intermediaries, to a public official, (or private person in the case of the U.K. Bribery Act), for that official, private person or third party, to exert influence, act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage under this Agreement. As used herein, "Public Official" (or "Government Official") includes, without limitation, (i) any official, employee, or agent of, or one who is in any manner connected with, any government or government entity, including any department, agency, instrumentality of any government, government-owned entity, or government-controlled entity, or any person acting in an official capacity thereof; (ii) any candidate for political office, any political party or any official of a political party; (iii) any director, officer, or employee of a public international organization (e.g. United Nations, World Bank, or International Monetary Fund); or (iv) any member of a royal or ruling family. Customer represents and warrants to StandardAero that it will comply with all laws of the country(ies)/territory(ies) where Customer operates which are applicable to the performance under this Agreement, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("U.K. Act"), the Corruption of Foreign Public Officials Act of Canada ("CFPOA") and the Organization for Economic Co-Operation & Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions (collectively "Ethics Legislation"). Nothing contained herein will require StandardAero to make any payment directly or indirectly under this Agreement which in StandardAero's good faith determination violates or is inconsistent with the Ethics Legislation. The Parties represent and warrant that no agent, finder, or commercial intermediary was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, fees or other compensation by any person or entity claiming by, through or in connection with this transaction.

- A) If any dispute, controversy or claim arises out of or in connection with this [Order or Agreement] (a “Dispute”), the Parties shall first attempt, in good faith, to resolve the dispute through negotiation between their designated senior management representatives for a period of thirty (30) calendar days from the date of notice of the Dispute sent by one Party to the other Party (“Dispute Notice”). The Party sending the Dispute Notice shall, in such notice:
- (i) set forth the specifics of the Dispute in detail; and
 - (ii) designate its senior management representative.

The other Party shall, within five (5) business days after receiving the Initial Dispute Notice and by written notice to the initiating Party, designate its senior management representative and add any other issues or claims for resolution not identified in the Dispute Notice.

- B) Subject to Paragraph C) below, any Dispute that cannot be amicably settled by the Parties shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association (the “AAA Rules”), commencing with the filing of a notice of demand for arbitration by either Party following the conclusion of the thirty (30) calendar day period referenced in Paragraph (A) above. Any arbitration will be conducted in accordance with the following:
- (i) if the Dispute involves a claim for damages totaling at least \$5 million (combined with damages alleged in any counterclaim, cross-claim or third-party claim but not including attorneys’ fees or other costs associated with the resolution of the dispute), the Dispute is to be decided by three arbitrators appointed in accordance with the AAA Rules – all other claims are to be decided by one arbitrator appointed in accordance with the AAA Rules;
 - (ii) the arbitrator has no authority to award punitive or other damages beyond the prevailing Party’s actual direct damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the [Order/Agreement];
 - (iii) the arbitration award is to be in writing and is to specify the factual and legal basis for the award;
 - (iv) the Parties are to share all fees and expenses of the arbitration equally, with the exception that each Party bears the expense of its own counsel, experts, witnesses, and preparation and presentation of submissions.
 - (v) the arbitration is to be conducted in Phoenix, Arizona unless all parties agree to a different location; and
 - (vi) the arbitration is to be final and binding and may be entered in any court of competent jurisdiction.
 - (vii) A Party’s failure to make a timely demand for arbitration results in the forfeiture of all of the claims and issues that the Party identified in its Dispute Notice.
- C) Subsequent to the filing of any demand for arbitration but prior to:
- (i) the selection of the arbitrator(s); and
 - (ii) the commencement of discovery, the Parties must participate, in good faith, in a confidential mediation with a third-party neutral mediator selected in accordance with the AAA Rules. The Parties are to share all fees and expenses of the mediation equally, with the exception that each Party bears the expense of its own counsel and preparation and presentation of submissions. The mediation is to be conducted in Phoenix, Arizona unless all parties agree to a different location. All objections to jurisdiction and venue in Phoenix, Arizona are hereby waived. The Parties’ participation in the mediation is without prejudice to any positions taken or evidence introduced during any subsequent arbitration proceeding.
- D) The Parties may engage in the discovery following the close of mediation, in accordance with the following:
- (i) each Party may take three (3) non-expert depositions, each deposition limited to seven (7) hours;
 - (ii) each Party may serve up to fifteen (15) requests for production of documents (including subparts);
 - (iii) each Party may serve up to fifteen (15) interrogatories (including subparts);
 - (iv) each Party may depose the other Party’s expert witnesses following the production of the expert’s written report, each such expert deposition limited to seven (7) hours; and
 - (v) any additional discovery will be allowed only upon the written agreement of the Parties or upon an order entered by the arbitrator(s).
- E) Notwithstanding any of Paragraphs (A) – (D) above, either Party may, at any time:
- (i) seek from a court of competent jurisdiction, any equitable, interim or provisional relief if necessary to avoid irreparable injury;
 - (ii) have recourse to any applicable lien rights, lien remedies and/or any lien enforcement procedures and, without limiting this Clause (ii), any applicable lien notice or filing deadlines will continue to apply to the Parties;
 - (iii) make and/or commence any demand, claim, suit or any other action, including in any court of competent jurisdiction, with respect to the collection of any overdue payment owing by the other Party; and/or
 - (iv) make and/or commence any demand, claim, suit or any other action, including in any court of competent jurisdiction, with respect to the Party’s (or any third party’s) intellectual property rights.
- F) The existence and content of the Dispute, all dispute resolution proceedings and all statements made and documents provided or exchanged in connection with this dispute resolution process are confidential to the Parties and may not be disclosed by either Party to any third parties (other than outside counsel), except with the prior written consent of the other Party or pursuant to legal process.
- G) This Agreement and any Disputes are to be governed by the substantive laws of the State of New York (excluding its conflict of law provisions, the UN Convention on Contracts for the International Sale of Goods, and any laws which govern the validity, perfection, or creation of any lien or security interest hereunder and the exercise of rights or remedies with respect of such lien or security interest for a particular item which will be governed by the laws of the applicable jurisdiction pertaining to liens). All procedural matters are to be governed by the Federal Rules of Civil Procedure unless the parties agree otherwise in writing.