

Our General Terms and Conditions of Sale (GTCS) are freely available on our website <https://sodern.com/en/> and may be subject to modifications.

Article 1 - DEFINITIONS

"Background Intellectual Property ": all elements, whatever their form, nature, medium, protectable, patentable or not within the meaning of the Intellectual Property Code acquired prior to the date of signature of the Order and/or acquired independently during the period of execution of the Order, without violation of the provisions thereof, including the Information disclosed by SODERN.

"Contract" or "Order": both terms refer to a description of the Works, the documents and the contractual terms applicable to them and which have been agreed between the Parties.

"Customer": legal entity issuing the Order.

"Day": calendar day.

"Foreground Intellectual Property ": all elements, regardless of form, nature, medium, protectable, patentable or not within the meaning of the Intellectual Property Code that result from the execution of the Order.

"General Terms and Conditions of Sale": these general terms and conditions of sale.

"Launch": moment when the satellite leaves the ground.

"Modification(s)": any change in the definition of the technical requirements applicable to the Order (technical specifications, technical conditions relating to the execution of the Works, etc.).

"Party(ies)": severally or jointly designates SODERN and the Customer.

"Site": the SODERN site located at 20, avenue Descartes, 94450 Limeil-Brévannes Cedex, France.

"Special Conditions": the special conditions issued as part of the Order in writing by SODERN to the Customer.

"Works": all of the services or supplies to be provided by SODERN in accordance with the provisions of the Order.

Article 2 - ACCEPTANCE OF ORDERS

2.1 Acceptance of the Order by SODERN, whether or not it was preceded by an offer, is subject to the application of these General Terms and Conditions of Sale and the Special Conditions which prevail over any other document which may be issued by the Customer, and in particular over any terms and/or conditions of purchase. Should there be any contradiction between the General Terms and Conditions of Sale and the Special Conditions, the latter shall prevail.

2.2 The acknowledgement of receipt of the Order duly signed by SODERN is deemed acceptance of the Order, it being understood that a scanned and/or digital version has the same effect between the Parties and the same enforceability as its handwritten version according to the provisions of Article 2.1.

2.3 In the case of reservations made by SODERN, these are considered to be an integral part of the Order.

Article 3 - TIME FRAMES FOR EXECUTION

3.1 The time frame for execution runs from the date of acceptance of the Order by SODERN.

3.2 In any event, SODERN's commitments relating to deadlines are subject to compliance by the Customer with its own obligations, in particular with regard to the timely provision of the documents, information or products necessary for the execution of the Order, and payment of the advance payments provided for in the Order or any supply difficulties encountered by SODERN with its suppliers.

Article 4 – PRICING

4.1 The price of the Works shall be as specified in the Order accepted by SODERN in accordance with Article 2 above. Unless otherwise stipulated, the prices indicated in the offer are valid for 30 Days from the date of issue of the offer.

4.2 Prices are in euros, FCA Roissy-CDG – in accordance with the INCOTERMS® 2020 edition published by the International Chamber of Commerce and are exclusive of any current or future taxes, duties or fees, which are borne or payable by the Customer.

ARTICLE 5 – PAYMENT CONDITIONS

5.1 Payment is made by bank transfer within thirty (30) Days from the date of issue of the invoice.

5.2 Each payment date will be subject to invoicing by SODERN to the Customer.

5.3 No price reduction, in particular a discount for cash and/or early payment, will be granted to the Customer.

Article 6 - DELIVERY

6.1 Delivery of the Works is deemed to take place when they are made available to the Customer in accordance with the applicable INCOTERM.

6.2 Any finding of damage to the packaging must be notified within 48 hours to the carrier and SODERN must be informed.

Article 7 - ACCEPTANCE OF THE WORKS

7.1 In the event of factory acceptance tests at the SODERN Site, the Works must be inspected before packaging for shipment. SODERN will inform the Customer of the start date of these tests by giving twenty (20) Days notice.

7.2 The Customer must inform SODERN in writing of the identity of its representatives likely to attend the factory acceptance tests at least fifteen (15) Days before the date of said inspection. Access by representatives is subject to authorisation to access the SODERN Site issued by the relevant French authorities. The Customer is responsible for all costs incurred by its representatives during the factory inspection.

7.3 At the end of the factory acceptance tests, a report must be signed by the two Parties which is then considered acceptance of the Works.

In the event:

(i) of a duly justified refusal by the Customer to sign the acceptance report, the Parties must reach an amicable agreement. Failing agreement within twenty (20) Days, the provisions of Article 26 will apply;

(ii) of absence of the Customer during the factory acceptance testing, SODERN can perform it alone. If the results of these tests comply with SODERN's test procedures, SODERN will issue a report which will be communicated to the Customer, without the latter being able to contest it.

7.4 In the event that there is no procedure for acceptance of the Works, if the Customer has not expressed reservations on the conformity of the Works within ten (10) Days following delivery, the Works will be deemed accepted.

Article 8 – TRANSFER OF OWNERSHIP AND RISKS

SODERN retains ownership of the Works until payment of the full price thereof by the Customer, in principal and incidental costs, and the latter undertakes not to dispose of them by any means whatsoever and to immediately inform SODERN of all acts of third parties having the purpose or effect of infringing SODERN's right of ownership.

The transfer of risks relating to the Works takes place upon their delivery in accordance with the applicable Incoterm.

Article 9 - LATE PAYMENT

In the event of non-payment by the Customer within the required time, and without prejudice to any other damages and interest which SODERN may claim, the latter reserves the right, fifteen (15) Days after the sending of a formal notice by registered letter with acknowledgement of receipt which remains unfruitful, and without the need for any other formality:

- to cancel any price reduction that may have been granted to the Customer on said invoice(s); and/or
- to cancel the Order in whole or in part pursuant to Article 19.1 below; and/or
- to require the Customer to pay a flat rate fee for recovery costs set at four thousand (4000) Euros;
- to require the Customer to pay a penalty of 4% of the price of the amount of the late payment.

Article 10 – INTELLECTUAL PROPERTY**10.1 Intellectual property rights**

Each Party retains its Background Intellectual Property.

The copyright and/or industrial property rights of the Foreground Intellectual Property achieved by SODERN and resulting from the Works are the exclusive property of SODERN.

The Customer is prohibited, without the prior written agreement of SODERN, from filing any intellectual property claim for the Foreground Intellectual Property of the Works.

10.2 Exploitation of Intellectual Property Rights

The purchase of the Works by the Customer does not in any way grant on the latter any right to reproduce all or part of the intellectual property rights relating to these Works.

SODERN grants to the Customer, under the conditions and terms defined by SODERN, a non-transferable and non-exclusive right to use the Foreground Intellectual Property resulting from the Works limited to the sole purpose of the Order. Any grant to the Customer of other intellectual property rights for the Foreground Intellectual Property, including but not limited to the rights of representation, reproduction, modification, adaptation, publication, exploitation, marketing and distribution, is excluded.

10.3 Counterfeiting

SODERN guarantees the Customer against all claims by third parties concerning intellectual property rights, on the occasion of the use or sale of the Works.

This guarantee is subject to:

- the obligation of notification by the Customer within seven (7) Days following the claim,
- SODERN being in a position to lead the action or the procedure
- the provision of any information or assistance required by the Customer.

SODERN shall not be liable for any alleged infringement to third party intellectual property rights resulting from (a) Works carried out according to the Customer's specifications and/or input data, (b) a combination of the Works with any other product, (c) any modification of the Works carried out by the Customer or a third party without SODERN's consent, or (d) the unauthorised use of SODERN's technical data.

Article 11 - MODIFICATION OF THE WORKS

11.1 Any Modification to the Works proposed by the Customer or SODERN must be subject to the prior written agreement of both Parties, stated in an amendment to the relevant Order.

11.2 Any amendment concluded must consider the technical, calendar and financial repercussions for each Modification proposed by the Customer and/or SODERN.

Article 12 - WARRANTY

12.1 SODERN contractually warrants that the Works comply with the Order and are free from any defects in material and workmanship.

12.2 Unless otherwise stipulated in the Order, the contractual warranty period runs until the earlier of the following two events:

- In the space sector, (i) twelve (12) months from the date of delivery of the Works in accordance with Article 6 above or (ii) until the date of Launch;
- For the other sectors, (i) eighteen (18) months from the date of shipment of the Works or (ii) twelve (12) months from the date of commissioning of the Works.

12.3 SODERN undertakes, at its expense and at its sole discretion, either to repair or replace any defective part of the Works under this warranty provided that the Customer has promptly notified SODERN of the defect(s) within a period of ten (10) Days from becoming aware of the defect and that the defect(s) is (are) recognised by SODERN and that the Customer has returned, at its expense, any defective part of the Works to the SODERN factory and provided all useful information on the defect found.

Any defective part of the Works repaired or replaced must be delivered to the Customer's site as mentioned in the Order at SODERN's expense.

The warranty excludes the cost of disassembly/reassembly in the Customer's superior equipment.

12.4 Any work performed under the warranty does not entitle the holder to an extension of the warranty, nor to the payment of damages and interest.

12.5 The warranty is extended by the same duration as the period of unavailability.

12.6 The contractual warranty does not apply to:

- consumable items or defects related to the Customer's failure to use and maintain the Works in accordance with SODERN's technical documents or instructions, and more generally its failure to use the Works under normal conditions;

- defects resulting from or related to (i) a combination of the Works with equipment not delivered by SODERN under the Order (ii) a modification or repair of the Works carried out by third parties other than SODERN (iii) or normal wear and tear (iv) or a lack of maintenance or supply, (v) or natural or other electrical overvoltage phenomena (vi) or a storage or packaging defect, (vii) or in the event of a component alert that occurred in an electronic or mechanical component.

Article 13 – CONFIDENTIALITY

In the absence of a signed confidentiality agreement between the Parties, the Parties undertake to respect the terms of the annexed confidentiality agreement.

This confidentiality obligation is applicable from the first exchange of confidential information and remains in force for ten (10) years from the termination of the contractual relationship between the Parties or as provided in the confidentiality agreement.

Article 14 - LIABILITY – INSURANCE

14.1 Except for imperative legal provisions, SODERN's liability for any reason whatsoever is limited to compensation for the direct damage suffered by the Customer and may not exceed 100% of the amount of the Order.

Under no circumstances will SODERN be liable for indirect, incidental, special, punitive and/or consequential damages, without limitation, of any nature whatsoever, such as:

- loss of turnover, profit, image data, late penalties claimed by its own customer(s), loss of earnings or any commercial, economic or financial loss;
- damage arising from the impossibility of using the Works, such as the costs incurred by the Customer related to the implementation of alternative solutions, the interruption of activities, personnel mobilised, expenses related to maintaining delivery deadlines, any prejudice related to damage caused or suffered by the Works from the Launch date.

14.2 Each Party must personally take out and maintain insurance covering the pecuniary consequences of its civil liability, in all cases where this would be incurred, during or on the occasion of the execution of the Order, because of damage of any nature whatsoever (corporal, material and immaterial), caused to the other Party and/or any third party, as a result of its activity.

14.3 Each Party must be able to produce, at the request of the other Party, a certificate from the insurance company, containing all the information relating to the liability covered and the amount of the guarantee. Under no circumstances are the deductibles payable by one of the Parties enforceable against the other Party.

Article 15 - ACCESS TO SODERN PREMISES

Subject to compliance with SODERN's internal regulations and French Law, the Customer will have access during working hours to the SODERN premises in which the Works are carried out.

Article 16 - FORCE MAJEURE

16.1 Neither of the Parties may be held liable for any breach whatsoever of its obligations under the Order, if such a breach results from one or more events of force majeure such as, in particular, fire, storm, flooding, strikes, widespread social unrest, wars, riots, refusal to obtain, suspension or modification of all government authorisations, embargoes, epidemics, confinement, legislative or regulatory decisions.

16.2 The Party concerned by this event must notify the other Party within ten (10) Days of the occurrence of the event, describing in precise detail the event in question and providing all evidence and any information concerning this event making it possible to assess its impact on the performance of its contractual obligations.

16.3 A force majeure event has the effect of suspending the performance of the obligation which has become impossible for the duration of the event. The contractual deadlines are extended by the duration of the force majeure event.

If the duration of the suspension of performance is greater than three (3) months, the Parties may terminate the Order, unless the Parties agree otherwise. In the event of termination by either Party, the Customer shall owe SODERN the contractual value of the Works in progress or delivered on the Day of notification of termination.

Article 17 - CORRESPONDENCE

Each Party must appoint one or more representatives and specify their address for the communication of any correspondence.

Article 18 - EXPORT AND IMPORT RULES

The Customer and SODERN acknowledge that the Works are likely to be subject to national and/or international laws and regulations relating to the control of exports of war materials and similar and dual-use goods, and to sanctions regimes ("Regulations"). These are likely but not exclusively to be French, European and American Regulations.

18.1 If the Works are subject to specific import or export rules, the Customer undertakes to provide SODERN with all the information and end-use certificates necessary for the examination and granting of import or export authorisations at the latest upon notification of the Order.

18.2 SODERN undertakes to do everything in its power to obtain, from the competent authorities on the basis of the customer's information, all the import or export authorisations necessary for the proper execution of the Order.

18.3 In the event of refusal, modification, suspension or withdrawal of an authorisation (including following a change in regulations) resulting in the impossibility of continuing the execution of the Order, SODERN undertakes to immediately notify the Customer in writing, and to the extent possible to seek an alternative solution. SODERN reserves the right to cancel the Order. In the event of cancellation, the Customer shall owe SODERN the contractual value of the Works in progress or delivered on the Day of notification of cancellation.

18.4 In the case of duly granted authorisation by the competent authority, the Customer undertakes, with the authority concerned, to obtain the necessary information and to comply with all the regulations and legislation in force regardless of the place of export of the Works in any form whatsoever.

Article 19 - TERMINATION**19.1 Termination for fault**

In the event of a serious and repeated breach by one of the Parties of one of its essential obligations, the other Party may terminate all or part of the Order for fault, if the latter has not been remedied within thirty (30) Days following receipt of formal notice.

19.2 No-fault termination

The Customer may decide to terminate all or part of the Order by registered letter with acknowledgement of receipt at any time in the absence of fault on the part of SODERN, respecting a notice period of thirty (30) Days.

In the event of termination by the Customer and excepting Special Conditions, the Customer agrees to pay SODERN:

- the contractual value of the Works in the process of manufacture or delivered on the Day of notification of the termination, and
- any other costs resulting from this early termination.

Article 20 - HANDLING OF WASTE FROM ELECTRICAL AND ELECTRONIC EQUIPMENT

The Customer agrees to finance and ensure that waste from electrical and electronic equipment under its responsibility is collected, handled and recovered in accordance with the applicable regulations. The Customer undertakes to transfer the obligations defined under this article to its own customer and to the end user of the electrical and electronic equipment.

The Customer undertakes to repair any prejudice caused to SODERN and/or to any third party resulting from the non-performance or poor performance of its obligations under this article.

Article 21 - AFFECTIO SOCIETATIS

The Parties expressly declare that they are and will remain independent professionals. No provision herein may be interpreted as constituting a legal entity of any kind whatsoever between the Parties. No Order can be considered a constitutive instrument, affectio societatis being formally excluded.

Each of the Parties is solely responsible, directly, for all commitments entered into by it or for the responsibilities that may fall to it, in particular with regard to its creditors and personnel.

Article 22 – WAIVER

The fact that one of the Parties does not assert a claim under one or more of the provisions of the General Terms and Conditions of Sale cannot be considered as a waiver, each of the Parties always remaining free to demand their strict application.

Article 23 - DIVISIBILITY

The invalidity of one or more provisions in these General Terms and Conditions of Sale does not affect the other provisions. The Parties commit to negotiating any replacement provisions in good faith, that best respond to the objectives set by the invalid provisions.

Article 24 - LANGUAGE

In the event of conflict between the French language version of these General Terms and Conditions of Sale and any other versions in a foreign language, the French language version prevails.

Article 25 - INACCESSIBILITY

The Order entered into by SODERN pursuant to these General Conditions of Sale being *intuitu personae*, any assignment and/or transfer in full or in part of the rights and obligations resulting from the Order is prohibited without the prior written consent of SODERN.

Article 26 - APPLICABLE LAW – SETTLEMENT OF DISPUTES

These General Terms and Conditions of Sale are subject to French law.

Any dispute that may arise between the Parties regarding the validity, interpretation, execution or, more generally, the Order (or any of its clauses), which the Parties cannot resolve amicably within two (2) months from the notification by either Party of the existence of this (these) dispute(s), must be submitted,

- if the Customer's registered office is located in France at the Commercial Court of Paris;
- if the Customer's registered office is located abroad, in the first instance, to the jurisdiction of the International Commercial Chamber of the Paris Commercial Court, and, on appeal, to the jurisdiction of the International Commercial Chamber of the Paris Court of Appeal.

Article 27 – ETHICS AND COMPLIANCE

Each Party represents and warrants that neither the Parties nor any of its officers, directors, employees or agents, and any individual or company that will be involved in the Order has been under or is being under a current criminal investigation or has been or is being convicted under the criminal law of the place of incorporation and abroad, for acts relating to corruption including bribe, lavish gift, conflict of interest, facilitation payment..., which aim is to obtain an undue advantage, money laundering or violation of company law or regulation in force governing business corporations and is compliant with all Applicable Laws. "Applicable Laws" means any law, statute, regulation, rule, order, decree or judgment of any court or any governmental authority of any jurisdiction including for compliance subject matters (i) the international laws of Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed under the aegis of the OECD on December 17, 1997 (the "Convention"), the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act 2010 and more generally any anti-corruption laws including the French Law Sapin II, (ii) the data protection laws including the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, repealing EU Directive 95/46/EC., (iii) the export control laws.

The Customer is committed to complying with SODERN's ethical Charter available at <https://sodern.com/en/>.

Article 28 – PROTECTION OF PERSONAL DATA

28.1 In accordance with EU Regulation No. 2016/679 of 27 April 2016 relating to the protection of personal data (GDPR), the Customer and SODERN undertake to keep confidential and not to disclose or communicate to any third party whatsoever the personal data to which they would have access within the framework of the Order. The Parties undertake to take all necessary precautions to preserve the security of said data and in particular to prevent it from being distorted, damaged or communicated to unauthorised persons. In any case, the personal data to which the receiving Party would have access within the framework of the Order, cannot be transferred to third parties in the European Union or outside it without the prior written consent of the communicating Party.

28.2 Processing of data collected by SODERN

In the event that the Customer's personal data is collected and processed, SODERN will be deemed a "data controller" and undertakes to ensure the confidentiality and security of this data, in accordance with its legal obligations. The persons concerned by this processing must be allowed to exercise their rights of access, modification and/or deletion of their personal data with the SODERN Data Protection Officer at the following address: data-protection@sodern.fr.

28.3 Processing of data collected by the Customer

The Customer undertakes to put in place measures aimed at ensuring compliance, by itself, its staff, its subcontractors, its suppliers and its customers, with the regulations on the protection of personal data. Compliance with these provisions constitutes an essential obligation of the Customer and a criterion for its selection. SODERN reserves the right to carry out any checks, including audits, to ascertain compliance with this article by the Customer. Failure to provide the necessary justifications or in the event of non-compliance with these obligations, SODERN reserves the right, without compensation for the Customer, to suspend the Works or to take any appropriate measure.

Article 29 – PUBLICITY

SODERN reserves the right to communicate on the existence of the contractual relationship with the Customer by citing the object of the Contract without disclosing the terms and conditions of this Contract.

CODE OF ETHICS

[v.2021]

The culture of Sodern, shaped by its history and the passion that characterises its teams, is accompanied by principles that form the ethical foundation of our society. Respect for these principles, which are inseparable from our corporate culture, is a priority and cannot be compromised.

The expertise and motivation of its employees are Sodern's main strengths. These forces can only be preserved in a framework that promotes individual development and enriches the diversity of talents. I also think it's vital that we maintain an open and constructive dialogue within the company. Because we're passionate about the future, we're also fully aware of the ecological imperative that requires us to act today so we don't compromise tomorrow.

As a state partner company, strategically located in the National Defence structure, Sodern is fully aware of the duty of discretion and the imperative of reliability that weigh on it. In addition, the protection of assets and information, as well as the search for total quality, are at the heart of our concerns.

A fully customer-oriented company, with the satisfaction of our customers as our main objective, Sodern intends to implement an irreproachable business practice. Respect for our customers and the chain of subcontractors, transparency and the desire to be a loyal competitor vis-à-vis our competitors guide our daily action.

These principles help to maintain our tradition of integrity, a source of pride for our teams, and fit perfectly with our quest for efficiency and performance.

You can count on my commitment, as well as that of all Sodern employees, to preserve these values and ensure that they are unconditionally observed.

Franck Poirrier

SODERN ETHICS CHARTER

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1. IMPLEMENTING AN ETHICAL BUSINESS PRACTICE

Sodern intends to implement an irreproachable business practice. Our approach is based on respect for the customer and the chain of subcontractors, and on the desire to be a loyal competitor and a responsible actor in environmental and social terms.

1.1 ZERO TOLERANCE FOR CORRUPTION

Our strong reputation for integrity is one of our most valuable assets, which could be compromised by any ethical misconduct by one of our employees or a third party. Thus, we consider the fight against corruption as a critical issue for Sodern.

We do not tolerate any practice that can be equated with an act of corruption. We refrain from offering, attempting to offer, authorising or promising any type of bribe, facilitation payment, or retrocommission, to any public official or private body for the purpose of obtaining or maintaining a contract or an undue advantage. Similarly, we do not solicit or accept any bribe or retro-commission from any public official or private organisation.

Furthermore, we never engage a third party to perform any action that we cannot ethically or legally undertake ourselves.

For any need, query or request, our employees are invited to systematically turn to our *Compliance Officer*.

1.2 GIFTS AND INVITATIONS

Commercial gestures, such as gifts and invitations offered to or received from customers, suppliers and other business partners, must reflect normal business relationships. In no case can they influence or give the impression of influencing a commercial decision.

Common sense and caution are always appropriate in these situations. In case of doubt about whether to offer or accept a particular gift, our employees must seek the advice of our *Compliance Officer*.

1.3 IDENTIFYING AND MANAGING CONFLICTS OF INTEREST

As part of our efforts to protect the reputation of Sodern and our shareholders, we avoid situations where our personal interests interfere, or may appear to interfere, with our ability to perform our duties without bias. If we cannot avoid a conflict of interest, we inform our line manager and the *Compliance Officer*.

We exercise particular vigilance when recruiting employees who are, or have been, public officials or civil servants, in accordance with French regulations on the ethics of public employees.

1.4 ANTI-MONEY LAUNDERING MEASURES

Sodern is committed to complying with applicable anti-money laundering laws. As a result, Sodern conducts its business only with reputable customers, whose activities are legal and whose funds have, to our knowledge, a legal basis.

1.5 EXERCISING FAIR COMPETITION

We believe in fair competition and must act in strict compliance with the competition laws (so-called "anti-competition rules") applicable in the countries where we operate. These laws prohibit agreements or behaviours that may restrict or distort competition.

We believe in fair competition and act in accordance with, firmly excluding any agreement, behaviour, exchange or disclosure of commercially sensitive information about competitors, customers or suppliers that may restrict or distort competition or trade.

1.6 RESPECT FOR OUR CUSTOMERS

We are committed to treating all our customers honestly and fairly, regardless of the size of their business, and to honouring our contractual commitments.

The operational independence of Sodern has been guaranteed by its main shareholder, which demonstrates our strict neutrality vis-à-vis the contractors of the space domain and our pledge to preserve the confidentiality of our commercial exchanges.

1.7 OUR COMMITMENT TO PRODUCT QUALITY AND SAFETY

We do not accept any concessions regarding the quality or safety of our products. Maintaining high product safety standards is in our best interest, as it is for our customers and the aerospace industry in general.

We comply with all the rules and procedures relating to quality controls that govern our responsibilities.

The safety and quality of products depend largely on feedback. In this way, we transparently report anomalies or process deviations, stop and solve any quality and safety problem, and then propose appropriate prevention and improvement measures.

Sodern is ISO 9001 and EN 9100 certified.

1.8 COMPLYING WITH EXPORT CONTROL REGULATIONS

Sodern buys and sells products, equipment, services and information worldwide. We possess critical know-how, which is our main asset and is of strategic interest to our customers, especially for the French State, in view of the dual nature of our activities. As a result, we are aware of the need to limit our exposure to the risks associated with our import and export activities. We comply with the export control procedures and make sure that we are in good standing with the regulations in force.

1.9 COMPLYING WITH THE RULES IN DEFENCE MATTERS

Due to our defence-related security activities, it is vital that we strictly adhere to all applicable rules and regulations.

In particular, we take special care and vigilance to protect information classified by the State and that which requires specific authorisation.

Our employees are informed that they have the duty to report any incident or misuse, real or presumed, related to this information, material or data to our Security Officer.

1.10 COOPERATING WITH THE AUTHORITIES

We comply with French legislation and cooperate in complete transparency with the competent authorities.

If they receive any regular request from a public official for an inquiry or a request for information, our employees are invited to inform the relevant staff, who will coordinate the processing.

Sodern is committed to working closely with and continuously informing public authorities, including at the local level, to ensure that its activities, particularly those involving nuclear energy, are strictly safe for people and the environment.

1.11 TREATING SUPPLIERS AND SUBCONTRACTORS FAIRLY

Suppliers make a considerable contribution to the value of Sodern's products and therefore play a major role in customer satisfaction. We are committed to establishing equitable relationships with our suppliers and subcontractors, and to building relationships with them to achieve mutually beneficial goals. This will involve promoting the exchange of best practices and sharing synergies as appropriate.

Sodern ensures that relationships with all suppliers are managed in a fair and consistent manner. We have a duty to ensure that disputes with suppliers are always resolved with the utmost professionalism, and that our selection of suppliers only takes into account the interests of the company.

By committing ourselves to a responsible purchasing strategy, our goal is to build long-term relationships with the best suppliers who have adopted the highest standards of integrity. We expect our suppliers to understand, share and comply with our business ethics principles as set out in our Ethical Purchasing Charter. Suppliers may need to demonstrate the application of these principles, including business ethics, anti-corruption measures, human rights, labour standards and environmental commitment.

1.12 MAINTAINING RELATIONSHIPS OF TRUST WITH OUR SHAREHOLDERS

We maintain an open dialogue with our shareholders, and exchange information about our activities and objectives in a spirit of transparency, while ensuring the confidentiality of our customers' data and our commercial exchanges.

1.13 ENVIRONMENTAL FRIENDLINESS, (ECO-EFFICIENCY - SUSTAINABLE DEVELOPMENT)

We recognise our responsibility to the global community to protect the environment.

Our neutron activities involve particular risks for the environment. We therefore commit ourselves to taking all necessary measures to completely neutralising these specific risks. It is vital that we strictly adhere to all applicable nuclear safety rules and regulations that flow from our operations.

Our employees are informed that they have the duty to report any risk situation or incident to the person in charge of radiation protection.

Beyond these particular risks, the environmental issue is taken into account in all our decisions, in order to ensure our eco-efficient nature.

Thus, our choices relating to infrastructure management, waste management, manufacturing procedures, and even paper management take the environmental dimension into consideration.

2. PROTECTING ASSETS AND INFORMATION

It is our duty to protect the tangible and intangible assets of Sodern, its customers and partners. We must ensure that none of these assets are stolen, damaged, used or destroyed in an inappropriate manner. We must also be aware of our responsibilities when we access, use, modify, save or communicate any of Sodern's assets.

2.1 PROTECTING ASSETS

The protection of our employees, goods, information, skills and know-how is essential for building trust and maintaining our competitiveness. Information and know-how are major assets of Sodern, and we protect them accordingly. We treat all goods entrusted to us in a professional, safe, ethical, legal, productive and professional manner. Access to confidential information is strictly regulated on a "need to know" basis. This information can only be communicated to colleagues or to officially authorised third parties who request it for legitimate business purposes or when required by law. We are invited to develop innovative solutions for our products, services and business models. We make sure at all times that we secure and protect Sodern's intellectual property.

2.2 MAINTAINING THE ACCURACY OF MANAGEMENT DOCUMENTS

Our customers, shareholders and other stakeholders rely on the precision and accuracy of the information contained in our documents. We make sure that the information we provide is accurate, up-to-date, complete, correct and understandable. When we draw up our financial documents, we comply with Sodern's internal control procedures and communicate transparently with the statutory auditors. We refrain from creating or participating in the creation of documents that may mislead readers or obscure any unlawful activity. We are required to maintain and destroy the records in accordance with the deadlines and procedures for the retention of the data. If you have any questions regarding the length of time a document is to be kept or the appropriate method of destruction, you should contact a supervisor or the legal department.

2.3 PROTECTING THIRD PARTY INFORMATION

Our customers, suppliers and other partners often give us exclusive and confidential information about their activities. As a reliable partner, we must treat the information of third parties in accordance with their confidentiality conditions and in strict compliance with all applicable laws and regulations. Access to information classified by governments requires specific authorisations according to its level of sensitivity. Any exchange or transmission of information or classified material must be strictly in accordance with the applicable security process. Any actual or suspected abuse or misuse must be reported immediately to the Security Officer.

2.4 TRADING SHARES

We do not disclose information that may affect the value of the share price of our Sodern share chain until it has been disclosed to the public. In accordance with the laws governing insider trading, we are not allowed to buy or sell shares of a company when we have internal or privileged information about the company. Similarly, we do not share internal or privileged information with third parties, including our colleagues, family members and friends.

2.5 MANAGING INTERNAL AND EXTERNAL COMMUNICATION

Sodern's reputation is an extremely important asset. It is therefore crucial for us to promote and protect our image. This issue is an extremely important one, as our image can affect that of our customers, partners and shareholders. We must ensure the accuracy of the information that we disseminate to the public. Only designated individuals can respond to requests for formal information from outside, especially the media.

Sodern employees are not allowed to communicate information or to engage in social networking activities on behalf of Sodern. Sodern's participation in social networks and, more generally, Sodern's external communication is managed by the Directorate for Communication.

3. LISTENING TO OUR COLLABORATORS

Our working relationship is based on respect, honesty and loyalty. We encourage employee innovation and commitment and are committed to maintaining high standards of quality, health and safety. We encourage ongoing involvement and the empowerment of employees at all levels and foster trust between teams.

3.1 RESPECTING OTHERS

We believe that full respect for the rights of employees creates a collaborative and trustworthy work environment that is conducive to innovation, a key element of our competitiveness. We respect the dignity and privacy of each employee. We do not tolerate any form of harassment in the workplace, be it physical, visual or verbal.

3.2 ENCOURAGING OUR TALENTS

By making excellence our central focus, we aim to attract and retain the best talent. We encourage the continuous involvement of employees at all levels of society. The recruitment and career advancement of our employees is based on their potential, their performance, their behaviour and their willingness to work.

3.3 PROMOTING DIVERSITY

We consider cultural diversity to be one of our greatest assets. We do not tolerate any form of discrimination related to the diversity of origins: gender, religion, political opinion, sexual orientation, social background, age, physical and mental character ...

3.4 ENCOURAGING AN OPEN DIALOGUE

We encourage an open dialogue based on trust with our employees. Our employees are strongly encouraged to communicate openly, and discuss and express any questions or concerns, while their line managers are encouraged to listen and be responsive. We are determined to protect whistleblowers. No form of retaliation or attempt at retaliation, direct or indirect, against an employee who expresses something in good faith, is tolerated.

3.5 ENSURING HEALTH AND SAFETY IN THE WORKPLACE

The health and safety of our employees is of the utmost importance to us. We are committed to meeting the standards of health, safety and environmental protection in the workplace and in all our activities.

3.6 PROTECTING PERSONAL DATA

Sodern collects processes and uses the personal data of its employees and partners to carry out its operational activities. In this context, we are required to comply with all our obligations regarding the collection, processing and use of personal data. We respect and protect the privacy of our employees, customers, suppliers and partners.

EXCHANGE OF PROPRIETARY INFORMATION AND NON DISCLOSURE AGREEMENT

<u>Entry into force</u>	--/--/----
<u>Expiration date</u>	--/--/----

WITNESSETH

WHEREAS, SODERN (hereinafter « SODERN »), a French company and XXX (hereinafter « xxx »), a xxx company registered in xxx wish to initiate discussions regarding a possible collaboration between them in relation to [redacted] (hereinafter the "Purpose"); and

WHEREAS, within this context, it may become desirable or necessary for the Parties hereto to disclose to each other certain information of a proprietary or confidential nature; and

WHEREAS, the Parties hereto are willing to provide for the conditions of such disclosure of Proprietary Information and the rules governing the use and the protection thereof.

NOW, THEREFORE, the Parties agree as follows:

1. As used in this Agreement the term "Proprietary Information" shall mean any information or data not generally available to the public disclosed by either Party to the other, pursuant to this Agreement, of any kind including technical, financial and/or commercial information disclosed either in writing or in machine readable form or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples, models or any means of disclosing such Proprietary Information that the Parties may elect to use during the life of this Agreement.
2. Any information or data in whatever form disclosed by either Party to the other and which is designated as proprietary and/or confidential by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party, shall be subject to the relevant terms and conditions of this Agreement.
3. Nothing in this Agreement may be construed as compelling either Party hereto to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.
4. Each Party, to the extent of its right to do so, shall disclose to the other Party only such Proprietary Information which the disclosing Party deems appropriate to fulfill the Purpose. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of their respective countries. Furthermore, the Parties hereby acknowledge and agree that any disclosure of Proprietary Information hereunder is for evaluation purpose only and shall not be construed as an inducement to further business arrangements which are or could be regarded as contrary to lawful trade practices or competition protection laws, rules or regulations and that they shall at all times comply with such laws, rules or regulations.
5. The receiving Party hereby covenants that from the date of its disclosure and for a further period of **ten (10) years** from expiry or date of termination of this Agreement, the Proprietary Information received from the disclosing Party shall:
 - (a) be protected and kept in strict confidence by the receiving Party which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care;
 - (b) be only disclosed to and used by those persons within the receiving Party's employees who have a need to know and solely for the Purpose;
 - (c) not be used in whole or in part for any purpose other than the Purpose without the prior written consent of the disclosing Party. Therefore, the receiving Party shall not reverse engineer, disassemble or decompile any prototypes, hardware devices, software or other tangible objects which embody the Proprietary Information;
 - (d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in Subarticle (b) above;
 - (e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Party.
6. In the event that the receiving Party is requested to disclose Proprietary Information pursuant to the request of a governmental or jurisdictional authority, the receiving Party shall, without delay, give the disclosing party a written notice of the above request and shall reasonably cooperate with the disclosing Party in order to avoid or limit such disclosure.
7. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be destroyed or returned by the receiving Party immediately upon request.

8. Except as aforementioned, the receiving Party shall have no obligations or restrictions with respect to any Proprietary Information which the receiving Party can prove:
 - (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving Party; or
 - (b) is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party; or
 - (c) has been lawfully received from a third party without restrictions or breach of this Agreement; or
 - (d) has been or is published without violation of this Agreement; or
 - (e) is independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - (f) is approved for release or use by written authorization of the disclosing Party.
9. The receiving Party undertakes to ensure that all their employees and contract labour comply with the terms of the Agreement and any non-compliance with any of the provisions of this Agreement by any employee or contract labour shall be deemed breach of this Agreement.
10. Any Proprietary Information disclosed by the Parties under this Agreement which is Classified Information shall be identified by the disclosing Party as Classified Information at the time of disclosure and the disclosure, protection, use and handling of such information shall be in accordance with the security procedures prescribed by the appropriate Government.
The Parties hereto acknowledge their respective obligations to control access to technical data under the applicable governmental export Laws and Regulations and the Parties agree to adhere to such Laws and Regulations with regard to any technical data received under this Agreement.
11. It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any rights whether express or implied by licence or otherwise on the matters, inventions or discoveries to which such Proprietary Information pertains or any copyright, trademark or trade secret rights. The property in all information and/or data disclosed by either Party to the other pursuant to this Agreement and is precisely designated as proprietary shall, subject to any right of any other owner, rest with the disclosing Party.

The receiving Party understands and agrees that Proprietary Information is being disclosed on an as-is basis, disclosing Party makes no representation, either express or implied, as to its adequacy, sufficiency, freedom from defect of any kind, or respect of third party's right, and disclosing Party shall not incur any responsibility or obligation whatsoever by reason of such Proprietary Information.
12. The execution, existence and performance of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by a Party without the prior written consent of the other Parties.
13. This Agreement including all rights and obligations of the Parties hereto except the obligations specified in Article 17 below may be terminated by operation of law and without demand by either Party at any time on thirty (30) days prior written notice to the other.
14. Unless earlier terminated as aforesaid in Article 13 above, this Agreement shall expire **one (1)** year from its effective date.
15. In the event this Agreement is integrated as an applicable document to a contract between the Parties related to the Purpose, the term of this Agreement shall be extended until the term of such contract. The survival time period of the confidentiality obligations provided in Article 5 herein shall take effect at the term of the contract.
16. Notwithstanding Articles 14 and 15 above, the expiry or termination of this Agreement shall not relieve the receiving Party of complying with the obligations imposed by Article 5 thereof with respect to the use and protection of the Proprietary Information received prior to the date of the termination or expiry of this Agreement. Such obligations shall continue for the period applicable as set forth in said Article 5.
17. In accordance with the provisions of the modified law n° 78-17 dated 6th January 1978 pertaining to informatics, files and freedoms, as well as those of the EU regulation 2016/679 of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, whose provisions will be directly applicable within all Member States of the European Union as of 25th May 2018, the Parties undertake to treat the personal data received or they have access to in the framework of the Agreement confidentially and not to disclose or communicate it to any third party whatsoever. The Parties undertake to take all useful and necessary precautions in order to preserve the security of the above mentioned personal data in particular so as to prevent them from being deformed, damaged or transmitted to any unauthorised persons. The personal data received or which the receiving Party has access to in the framework hereof may not, in any case, be transferred to any third party – in- or outside the European Union – without the prior written consent of the disclosing Party.
18. Each Party represents and warrants that neither the Parties nor any of its officers, directors, employees or agents, and any individual or company that will be involved in the Agreement has been under or is being under a current criminal investigation or has been or is being convicted under the criminal law of the Place of Incorporation and abroad, for acts relating to corruption including bribe, lavish gift, conflict of interest, facilitation payment..., which aim is to obtain an undue advantage, money laundering or violation of company law or regulation in force governing business corporations and is compliant with all Applicable Laws. "Applicable Laws" means any law, statute, regulation, rule, order, decree or judgment of any court or any governmental

authority of any jurisdiction including for compliance subject matters (i) the international laws of Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed under the aegis of the OECD on December 17, 1997 (the "Convention"), the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act 2010 and more generally any anti-corruption laws including the French Law Sapin II, (ii) the data protection laws including the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, repealing EU Directive 95/46/EC., (iii) the export control laws.

19. This Agreement shall be governed by and shall be interpreted in accordance with the laws of France excluding its conflict of laws provisions.
20. In the event of any dispute, controversy or claim arising out or in connection with the existence, the validity, the interpretation, the execution and/or the termination of this Agreement, the Parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce ADR Rules. If the dispute, controversy or claim has not been settled within a period of two months following the filing of a request for ADR pursuant to the said Rules, such dispute, controversy or claim shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The arbitration award shall be final and binding upon the Parties hereto and not subject to appeal and judgment upon such decision may be entered and enforced in any court of competent jurisdiction. The proceedings shall be conducted in the English language and shall be kept confidential.

Nothing in this Agreement shall limit the right of any Party to seek injunctive relief from any court of competent jurisdiction to stop or prevent breaches of use or disclosure of Proprietary Information.

The place of arbitration shall be Paris, France.

21. The foregoing constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the Parties with respect to or in connection with any of the matters or things to which such agreement applies or refers.
22. This Agreement and the rights and obligations hereabove may not be transferred or assigned by one Party without a prior written approval of the other Party hereto.
23. This Agreement shall come into force upon the date of its signature by both Parties hereto [Option] and shall have retroactive effect at the date of _____. It is understood by the Parties that any scanned or digitized copy of this Agreement shall have the same force and effect as an original hard copy of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives.

SODERN
a French Corporation with a share capital of 426 857,25
Euros having its registered office at 20, Avenue Descartes –
94 451 LIMEIL-BREVANNES CEDEX (France), registered at
the RCS of Créteil under the n° B 572 089 795

Name: _____

Date: _____

Title: _____

Signature: _____

XXX
A _____ organized under the laws of _____
having its registered office at _____

Name: _____

Date: _____

Title: _____

Signature: _____