

1. **General Procedure** StandardAero will perform the Services on Customer's aircraft or parts thereof ("**Equipment**") in accordance with the specifications listed in the Proposal. StandardAero may use parts from StandardAero rotatable parts inventory to replace Customer repairable parts which will be repaired by StandardAero at Customer expense. If such removed parts are later scrapped, condemned or determined to be non-repairable, the parts will be disposed of at no expense to Customer and Customer will pay the list price for the replacement part, unless otherwise covered by Honeywell's MSP program, 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 work records required by the applicable aviation authority ("**Approved Aviation Authority**").
2. **Rental Assets (If applicable)** Customer may be entitled to receive a Honeywell Rental Asset when the Equipment is being serviced subject to the execution of a Honeywell Bailment Agreement. StandardAero reserves the right to collect a down payment and progress payment on the monthly operational hours. *StandardAero makes no express or implied warranties regarding the rental asset including, but not limited to, warranties of merchantability or fitness for a particular purpose and Customer hereby waives any right it may have to make a claim against StandardAero for breach of such warranties.* Customer agrees to indemnify StandardAero from and against all damage to or loss of the rental assets occurring during the term of this Proposal, in addition to extending any other indemnities or protections in the Honeywell Bailment Agreement to StandardAero. If Customer fails to ship the rental asset within 5 calendar days of such notice or events, StandardAero, in addition to any other rights or remedies that it may have, may, without notice to Customer, enter upon the Customer's premises or on any other premises on which the rental asset is located and, without any court order or other process of law, repossess and remove the rental asset at Customer's cost and expense including, but not limited to, reasonable attorneys' fees incurred in the enforcement of the Agreement or in the collection of any amounts due pursuant to this Agreement.
3. **Customer's Maintenance Representative** Customer may utilize the services of a third party ("**Maintenance Representative**") to manage the maintenance of its Equipment. By signing the Proposal, Customer or the Maintenance Representative certifies to StandardAero that the Maintenance Representative has the authorization and power to bind Customer or the Owner/Operator of the Equipment regarding all decisions related to the Equipment, including but not limited to, the authority to: approve the Services (including the quality), approve additional work scope and related expenses and bind Customer for the payment of said items.
4. **Export/Import Governmental Regulations** Customer will be the importer/exporter of record of the Equipment unless StandardAero otherwise agrees in writing. As importer/exporter of record, Customer will be responsible for obtaining all necessary import/export licenses, permits and other required authorizations including filing (if applicable) any Importer Security Filing (ISF) requirements for ocean imports to the United States with its respective service provider. All expenses related to the ISF filing are at Customer's expense. All Redelivered items (including technical data) shall at all times be subject to U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. Customer will not dispose of USA-origin items furnished by StandardAero (including technical data) other than in and to the country of ultimate destination specified in the Proposal, government license(s), and authorization(s), except as law and regulation permit.  
For purposes of this Section, the US Customs & Border Protection (CBP) requires an Importer Security Filing (ISF) be filed for all

shipments traveling to the US via ocean carrier. If applicable, Customer must provide all ISF filing data elements to StandardAero at least 72 hours prior to cargo loading on the vessel at the foreign port of exit. Failure to do so may result in a NO LOAD and/or fines up to \$5,000 per occurrence. CBP may also withhold release of cargo where an ISF was not filed. If the ISF information is not supplied in the timeframe requested, all expenses incurred as a result will be at the suppliers/customer's expense including but not limited to any fines, delays, storage, or demurrage costs.

5. **Taxes** Other than income taxes StandardAero owes on monies earned, Customer agrees to pay all taxes, duties, fees, charges or assessments of any nature that are assessed or levied in connection with the Services, unless otherwise covered by Honeywell's MSP program.
6. **Prices/Payment** If the repairs listed in StandardAero's Proposal or Customer Work Request are to be covered by the Honeywell MSP Program, StandardAero's Proposal or Work Order shall so indicate. If customer elects to undertake any work that is not covered by the Honeywell MSP Program, StandardAero's prices for Services will be stated in the Proposal in U.S. Dollars. For such additional charges, a charge equal to 5% of the billed labor charges will be added to the final invoice to cover the cost of miscellaneous shop supplies and hazardous material disposal. This charge will apply to all airframe and engine work orders, not to exceed \$2,500 in aggregate. This additional fee is not applicable to avionics, interior, and paint work orders. Any Service that is not priced in the Proposal, and not covered by Honeywell's MSP Program, shall be invoiced at StandardAero's then current rates. Unless otherwise stated in the Proposal, all invoices are due prior to Redelivery and shall be paid by wire transfer as stated on StandardAero's invoice, immediately available for use and without set-off. If Customer's account becomes delinquent, Customer will grant StandardAero commercially acceptable assurances of payment. In addition, Customer shall pay all reasonable storage, preservation, attorney fees, expenses and costs incurred by StandardAero in attempting recovery of any sum owed to it by Customer. The additional fees will begin to accrue if Customer has failed to pay any amounts owed within ten (10) days following notice to Customer of the delinquency in payment.  
  
Additionally, for Services not covered by the Honeywell MSP Program, 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 satisfy 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** 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 unavailability of Original Equipment Manufacturer ("**OEM**") parts and delays of any type that are caused by Customer. In the event of such delay, StandardAero may invoice Customer for all completed Services. If Customer causes a delay, Customer's Equipment may be removed from Service, 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 Section 17.
8. **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 storage, 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.

9. **Warranty** StandardAero warrants that for a period of one year 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 at a location StandardAero specifies or (b) in instances where StandardAero has agreed in advance and in writing to arrange re-performance by a third party, 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. StandardAero will not reimburse costs of movement of Customer's aircraft. 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. StandardAero will reimburse Customer for reasonable freight charges Customer incurs for return of parts to StandardAero facility for warranty repairs. **This warranty is exclusive and in lieu of all other warranties including warranties of merchantability and fitness for a particular purpose. Except for StandardAero's gross negligence or willful misconduct, StandardAero will not be responsible for incidental, resultant or consequential damages.** This warranty is not assignable without StandardAero's written consent and is applicable only if, following Redelivery, the Equipment (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins or written instructions; (b) has not been altered, modified or repaired by anyone other than StandardAero; and (c) has not been subjected to accident, misuse, abuse or neglect.
10. **StandardAero Indemnity** StandardAero will indemnify Customer from third party losses for damage to or destruction of any property or any injury to or death of any person caused by StandardAero's 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 shall not be required to indemnify Customer for any losses arising from Customer's negligence or misconduct. The indemnification provided hereunder shall be Customer's sole and exclusive remedy for such third party losses. StandardAero shall indemnify Customer from and against all losses resulting in injuries or damages suffered by employees of StandardAero to the extent they arise from performance of the Services hereunder.
11. **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 by Customer's use, operation, repair, maintenance, or disposition of the Equipment; provided, however, Customer shall not be required to indemnify StandardAero for any losses caused by StandardAero's negligence or misconduct in its performance of the Services. Customer shall indemnify StandardAero from and against all losses resulting in injuries or damages suffered by employees of Customer and Customer's Maintenance Representative while on the premises of StandardAero.
12. **Limitation of Liability** **The total liability of StandardAero shall not exceed the dollar value of the amounts paid by Customer for the Services provided. Neither Party shall be liable for indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, revenue or diminution of value**

**whether as a result of breach of contract, warranty and any other claims at law or in equity including claims for fraud or tort. This limitation of liability shall not apply to instances of gross negligence or willful misconduct by StandardAero or to the indemnity obligations stipulated in this agreement.**

13. **Customer Insurance** 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.
14. **StandardAero Insurance** 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).
15. **Confidentiality** Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others except as to each party's insurers. This does not apply to information which: (a) is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation; or (b) which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent or proprietary data owned or licensed by the other party, which may be accomplished by a separate agreement as needed.
16. **Termination** Either Party may terminate this Agreement upon thirty (30) days written notice for breach of any material provision, unless such breach is cured within the thirty (30) 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 Section 16.
17. **Risk of Loss** Risk of loss or damage to the Equipment will pass to Customer upon Redelivery. If Customer's Equipment cannot be

Redelivered when ready due to Customer's 1) act or failure to act, including but not limited to, the failure to make payment 2) refusal to accept Redelivery, or 3) request that Redelivery not be made when otherwise ready, risk of loss shall pass to Customer upon the placement of the Equipment in storage (whether stored in StandardAero's facility, parked or moved to any other storage location). In such event, all reasonable expenses StandardAero incurs for activities such as, but not limited to, preparation for placement into storage, handling, reasonable storage fees, inspection and preservation will be due and payable on receipt of StandardAero's invoice. Customer will be liable for all insurance costs and will indemnify StandardAero for all costs associated with such storage or parking, including delay, lost opportunities and profits from Customer's failure to vacate an available slot in StandardAero's facilities.

18. **Customer Furnished Material** Consistent with the charges specified in the Proposal, Customer may supply agreed parts to StandardAero if the part is: (a) furnished with an Approved Aviation Authority serviceability tag; and (b) ready for immediate use. If Customer's delay in providing parts delays StandardAero's performance, StandardAero may supply the parts at Customer's 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.
19. **Dispute Resolution and Governing Law** This Agreement shall be governed by the 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). If the Parties are unable to amicably resolve any dispute within sixty (60) days, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a mutually agreed location. Either Party may take appropriate legal action as may be required for the enforcement of such arbitration award.
20. **Subcontracting** StandardAero will not subcontract Services which StandardAero is able to perform; however, StandardAero has the right to subcontract any other Service to any subcontractor that is properly certified by the Approved Aviation Authority. StandardAero will pass through to Customer all available warranties and use commercially reasonable efforts to assist Customer in administering any warranty claim. In the event that Customer requires Customer's choice of subcontractor, Customer will: (1) contract directly with them; (2) verify provision of adequate insurances of the types and values StandardAero requires, (3) verify compliance with all security measures of the applicable facility; and (4) indemnify StandardAero from and against any claim that arises from their performance of services or presence in StandardAero's facility.
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 shall 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, 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., the United Nations, the World Bank, or the 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 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.

27. **Entire Agreement** This Agreement and its appendices constitute the sole Agreement between the Parties with regard to the subject matter herein and supersedes all other contracts, agreements or understandings of the matters herein subject only to any written amendments consented to by both Parties which specifically reference this Agreement.