

FSRA - GENERAL TERMS AND CONDITIONS (“GTCs”)

ARTICLE 1 – THE AGREEMENT

TERMS AND CONDITIONS

These GTCs apply to the provision of Services by the Service Provider to the Customer and form an integral part of the Agreement which consists of the FSRA – Special Terms (“STs”) and a number of Appendices listed in the ST, including these GTCs. For the sake of clarity, the term “Services” as used herein shall be strictly limited to the description of such term in this Agreement.

The GSE that are subject of this Agreement are described in the STs. If the Customer requires any additional GSE or if Parties agree on other changes to the Agreement, such modifications will be implemented by way of a written document, “Change Order”, signed by the Parties in the form of the template set out in an Appendix to the Agreement (generally defined in the Agreement as the “**Change Order**”).

In the event of any conflict or ambiguity between the STs, the Appendices and the GTCs, the STs and the Appendices shall prevail over the GTCs. Change Orders shall prevail over the STs, the GTCs and Appendices.

INTERPRETATION

All capitalized terms used in the Agreement shall have the meaning set forth in the Agreement, including these GTCs.

The use in this Agreement of any of the words “include”, “includes” and “including”, followed by one or more examples, is intended to be illustrative and non-exhaustive (*i.e.* not limiting the scope of the description or term for which the examples are provided).

References to any statutory provisions will be construed as including references to any earlier or subsequent statutory provisions in force at any time which they have, or by which they have been, directly or indirectly amended or replaced.

References to paragraphs, clauses or articles are references to paragraphs, clauses and articles in the STs, GTCs and other Appendices of this Agreement as relevant and the headings in this Agreement are inserted for convenience only and shall not affect its interpretation.

Where appropriate words denoting the singular shall include the plural and vice versa and words denoting one gender shall include all other genders.

DEFINITIONS

“**Affiliate**” means, in relation to a person, any company or other entity, whether or not a legal person, which directly or indirectly controls, is controlled by or is under joint control with that person. For this purpose, a person is deemed to control a company or entity if it (a) owns, directly or indirectly, more than 50 percent of the capital of the other company, or (b) in the absence of such ownership interest,

substantially has the power to direct or cause the direction of the management and set the policies of such company or entity.

“**Damage, Abuse or Misuse**” has the meaning as set out in Article 9 of these GTCs.

“**Fair Market Value**” means the price that the Service Provider would normally have obtained for the respective GSE if it were for sale on the market.

“**Fair Wear and Tear**” means for each item of GSE the predictable deterioration arising from reasonable and normal use of the said item of GSE, and if available, within its design parameters as laid down by the manufacturers of the said item of GSE in the manufacturer’s relevant operating manuals.

“**Force Majeure**” means, in relation to any Party, any circumstances beyond the reasonable control of that Party, including:

- (a) full or partial closure of the Site;
- (b) road blocks, accidents and/or prevention of transportation access;
- (c) acts of God, flood, drought, earthquake or other natural disaster;
- (d) epidemic or pandemic;
- (e) quarantine restrictions;
- (f) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (g) nuclear, chemical or biological contamination or sonic bombs;
- (h) any law or any action taken by a government or public authority, including imposing an export or import restriction;
- (i) collapse of buildings, fire, explosion or accident;
- (j) any labor or trade disputes, strikes, lock-outs or other industrial action;
- (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (l) interruption or failure of utility service.

“**Personal Data**” means any data exchanged between the Parties that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular natural person or household.

“**Possession**” means the physical use, possession, control, custody or storage of the GSE. Whenever the GSE is in the vicinity of an aircraft, the Customer shall always be considered in control of the GSE.

“**Regulations**” means any laws and regulations or any binding instrument of any nature enacted or in force and applicable to the use of the GSE by the Customer at the Site, which have been issued by the relevant government or government agencies at all levels (municipal, county, state and federal), the relevant airport authority, or the airport

operating company, in particular, but without limiting the foregoing, those concerning the safety and security of workers and the environment.

The data protection related concepts used in article 17 of these GTCs shall have the meaning given to them in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – “**GDPR**”), any national implementation act and generally, any regulation relating to data protection.

ARTICLE 2 - DURATION

For each item of GSE, the Initial Term for the rental and for the provision of the Services is set forth as per the STs and shall commence on the Delivery Date, as stipulated in the STs.

Unless terminated earlier in accordance with Article 15, the Parties shall each be entitled to terminate the rental and the Services for an item of GSE under this Agreement on the expiry of the Initial Term (or of the Continued Term – as may apply pursuant to this Article) applicable for that item of GSE. Such termination is subject to a written notice of at least 6 (six) months prior to the expiry date of the Initial Term or of the then applicable Continued Term.

If neither Party has provided timely notice of termination in accordance with the preceding paragraph of this Article 2, this Agreement shall automatically continue to apply to the relevant items of GSE on the terms set out in the STs for the Continued Term and for each successive period of Continued Term thereafter, unless and until:

- either Party gives written notice to terminate at least 6 (six) months prior to the expiry of the then current Continued Term; or
- termination in accordance with Article 15.

In any case, until the relevant item of GSE has actually been returned to the Service Provider, the payment and other obligations of the Customer under this Agreement shall continue to apply in respect of such GSE.

For as long as there are items of GSE under this Agreement for which the rental and Services have not been terminated, this Agreement remains applicable for such items of GSE.

ARTICLE 3 – PLACE OF USE

The Customer shall use the GSE exclusively at the Site(s) identified in the STs. Any transfer of the GSE to any other location without the express written permission of the Service Provider shall constitute a material breach of this Agreement.

If the STs permit the GSE to be used at multiple Sites, collection and delivery of the GSE between the Sites shall be at the sole responsibility, risk and expense of the Customer, save as otherwise agreed upon in writing.

ARTICLE 4 – FEES

The Fees are defined in the STs.

The Fees are net of sales tax, local tax, custom duties, airport concession fees and any other direct or indirect taxes (each, a “**Tax**”), and all amounts payable by the Customer shall be paid together with the addition of each applicable Tax, other than a Tax based upon Service Provider’s net income, that is legally payable on those sums.

In the event that any item of GSE requires modification in order to comply with new or additional applicable legislation, equipment manufacturer requirements, or airport specific regulations (“**New Requirements**” – “new” being requirements that come into effect after the start of the Initial Term of the relevant item of GSE) then:

- A. If the cost of making the said modifications over the period of 12 months from commencement of the modifications is reasonably estimated to be less than or equal to 1% of the cost of purchasing the relevant item of GSE new, the Service Provider shall at its own cost make such modification and the Service Fee of the said item of GSE shall not be affected; or
- B. If the cost of the said modifications over the period of 12 months from commencement of the modifications is reasonably estimated to be greater than 1% of the cost of purchasing the said item of GSE new, then the Service Fee of the said item of GSE will be increased to reflect the cost of the said modification. The Service Provider shall be under no obligation to make such modification to the item of GSE until the Service Provider and the Customer have agreed the said increase and signed a Change Order thereto. If the Service Provider and the Customer fail to reach agreement on an increase to the Service Fee pursuant to this Article 4 by a date falling three (3) months before the implementation date of the applicable New Requirements, then the Service Provider shall invoice the Customer for an amount which is equal to the costs of the relevant modification less a sum equal to 1% of the cost of purchasing the said item of GSE new.

ARTICLE 5 – PAYMENT, PAYMENT SECURITY AND RETENTION OF GSE

5.1 The Service Provider shall invoice the Customer in accordance with the STs.

All amounts due under this Agreement shall be paid in full without any deduction or withholding of any kind, other than as required by law.

The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider in order to justify withholding payment of any such amount in whole or in part.

5.2 **For EU:** In the event of a default in payment by the Customer, the Service Provider is entitled to charge interest on any outstanding amount at the rate of 8 % (eight percent) above the base interest rate of the main banking institution of the country of the invoiced currency at the time payment is due, without prejudice to any other rights available to the Service Provider hereunder or under applicable law.

5.2 **For US:** If the Customer fails to pay any Fees on the due date, the Customer shall pay to the Service Provider interest on the amount due calculated on a daily basis at a rate equal to the Federal Reserve discount rate plus 5% (five percent) or, if lower, the highest rate then permitted by applicable law. Interest shall accrue from the due date for payment until the actual date of payment without prejudice to any other rights available to the Service Provider hereunder.

5.3 The Customer's liability for payment of Fees and all other sums due under this Agreement shall not be affected in any way by the loss, theft or any damage to, or any defect in, the GSE after delivery to the Customer. The Customer shall continue to pay the Service Fees even if the GSE cannot be used by the Customer for reasons that are not attributable to the Service Provider.

5.4 In order to secure the faithful performance by the Customer of all terms, provisions and covenants contained in this Agreement, including the payment of any Fees or other amounts due to the Service Provider under this Agreement, the Service Provider may request the Customer to provide upon signature of this Agreement or at any time during the Term of the Agreement the Customer's financial condition has materially deteriorated, a payment security in a form set out in the STs ("**Payment Security**"). The Payment Security shall be issued by a reputable financial institution acceptable to the Service Provider, for an amount of at least the average Service Fees to be paid per month multiplied by 6 (six) months (except if provided otherwise in the STs). If the Service Fees are increased pursuant to this Agreement, the Customer shall increase the amount covered by the Payment Security accordingly. The Payment Security shall be issued such that if the Customer shall in any respect fail to make the payment of any Fees or other amounts due to the Service Provider under the Agreement, the Service Provider has the right to obtain upon demand payment of the amounts due from the issuer of the Payment Security. The Payment Security provided by the Customer shall be renewed regularly to ensure that the validity lasts for a period at least until 6 (six) months after termination of the Agreement. Following termination of the Agreement and after all Fees have been paid in full, the Service Provider shall return to the Customer, within 6 (six) months after termination of the Agreement, any Payment Security that has not been called upon by the Service Provider.

5.5 In respect of all unpaid debts due from the Customer to the Service Provider under the Agreement, and for as long as debts due to the Service Provider remain unpaid, the Service Provider has the right to refuse the return of GSE to the Customer while being serviced by the Service Provider or when still in Possession of the Service Provider (after Services have been delivered with regard to such GSE). While using such right, the Service Provider shall bear no liability to the Customer as to the unavailability of such GSE as a result of the exercise of the aforementioned rights. The use of such right of retention of GSE by the Service Provider shall also not affect Customer's obligation to continue to pay the Fees (even when GSE cannot be used as a result of the execution of such retention right by the Service Provider).

ARTICLE 6 - DELIVERY AND RETURN OF GSE

6.1 Delivery of GSE shall take place at the Delivery Date, as stipulated in the STs, either (i) upon physical delivery of the GSE item(s) by the Service Provider (or its representative) to the Customer (or its representative), or (ii) upon collection of the GSE item(s) by the Customer or by a third party (on behalf of the Customer), or (iii) at the latest, within two (2) weeks of the respective GSE item(s) being physically delivered, respectively made available for delivery, by the Service Provider (or its representatives), at the Delivery Location, as defined in the STs.

The Customer agrees to inspect the GSE upon delivery and to forthwith notify the Service Provider in writing of any defect affecting the GSE. If the Customer does not notify the Service Provider upon delivery of any defect that would affect the GSE, it shall be conclusively presumed that the GSE is complete and in good order and condition and has been cleaned, lubricated or, as the case may be, equipped with anti-freeze and in every way satisfactory to the Customer, and is compliant with all laws and regulations.

6.2 Upon termination of the rental and Services of an item of GSE in accordance with Article 2 or Article 15, the Customer shall, at its own costs and expenses, return the GSE at the time and to the location as specified by the Service Provider (together with all records, log books and hand books in respect thereof) cleaned and in good working condition, taking into account Fair Wear and Tear corresponding to the period of use.

6.3 If the GSE has not been effectively returned to the Service Provider in accordance with paragraph 6.2, the Service Provider may, subject to written notice of fifteen Business Days as from the date on which the relevant item(s) of GSE shall have been returned:

- either invoice to the Customer an amount equivalent to the Fair Market Value of the non-returned GSE;
- or collect the GSE and the Customer shall for such purpose make the said items of GSE available for collection by the Service Provider and allow the Service Provider or its authorised representatives to enter upon any premises belonging to or in the possession or control of the Customer.

For as long as the Customer has not:

- either paid the amount equivalent to the Fair Market Value of the non-returned GSE;
 - or made available the GSE for collection by the Service Provider,
- the non-returned GSE are deemed continued to be rented with the obligation for the Customer to continue to comply with its obligations under this Agreement and to pay the Fees as a continuation payment for the continued Possession from the date specified in this Agreement for termination of this Agreement until such time as:
- either the Customer as paid the amount equivalent to the Fair Market Value of the non-returned GSE;
 - or the relevant item(s) of GSE have actually been returned to the Service Provider.

However, this shall not confer on the Customer any right to continued Possession and is without prejudice to the Service Provider's rights against the Customer;

6.4 If the GSE have not been effectively returned to the Service Provider in accordance with paragraph 6.2 even though either Party has timely provided for a termination notice in accordance with Article 2, and the Service Provider has not exercised its right under paragraph 6.3, the termination of the rental and Services of an item of GSE by the Customer shall be deemed ineffective and the Agreement shall continue to apply to the relevant items of GSE on the terms set out in the STs for the Continued Term and for each successive period of Continued Term thereafter, unless and until:

- either Party gives written notice to terminate at least two (2) months prior to the expiry of the then current Continued Term; or
- termination in accordance with Article 15.

6.5 The Service Provider shall prepare a report of restitution in writing on the day that the relevant item(s) of GSE are returned. The Customer is entitled to be present at this time. If the Customer is not present nor represented at the time specified by the Service Provider for the preparation of the said report, the Service Provider's opinion of the state of the GSE shall be deemed to be conclusive.

ARTICLE 7 – TRANSFER OF RISK AND RISK OF LOSS

The risk of loss, theft, damage, or destruction of the GSE passes from the Service Provider to the Customer upon delivery in accordance with Article 6 and shall, except if otherwise provided in this Article 7, remain with the Customer until the GSE has been returned to the Service Provider.

During the Term of the Agreement, the risk for each item of GSE that is still subject to the Agreement shall be with the Party that has Possession of the said item of GSE. In case of doubt, the Customer is deemed in Possession of the GSE during the full Term of the Agreement, except with regard to GSE that are with the Service Provider for performing maintenance or repair services on such GSE and this for the duration of performance of such services.

In case of loss or destruction of the GSE, or in the event of damage beyond repair or which is too expensive to repair, the Customer shall pay the higher of any insurance payment it receives for the damaged GSE or the Fair Market Value of the damaged GSE and return the damaged GSE to the Service Provider at its own expense.

ARTICLE 8 - USE OF GSE

The Customer agrees to strictly comply with the rules of use of the GSE as set out in Appendix 4.

The Customer shall not authorize or allow an item of GSE to be used by any third parties without the prior written consent of the Service Provider. In the event that the GSE is used by a third party, the Customer shall always remain liable under

the terms of this Agreement as if such use was by the Customer.

In case of noncompliance with the rules of use set out in Appendix 4, the Service Provider shall at its sole discretion be entitled either to claim any costs resulting from the breach and revise the Service Fee or to terminate the Agreement according to the terms provided for in Article 15 for material breach.

The Customer shall at its costs apply for the apron passes, if needed, for the use and operation of GSE at the Site.

ARTICLE 9 - SERVICES, MAINTENANCE & REPAIR

Subject to the conditions set forth in this Agreement and to the Customer complying with its obligations under this Agreement, including payment obligations and compliance with the rules of use set forth in Appendix 4, the Service Provider shall provide the Services, either directly by its own staff or carried out by an agent or sub-contractor.

The Service Provider is allowed to suspend the provision of Services if and for the time that the Customer does not comply with its own obligations under the Agreement

The Maintenance Services consist of:

- routine servicing of the GSE in accordance with the minimum recommendations of the GSE manufacturer and the regulations at the Site governing maintenance standards for airside GSE from time to time in force;
- repair of any defect in or malfunction of the GSE resulting solely from Fair Wear and Tear;
- supply of oil, water and battery water when the Service Provider carries out maintenance;
- recovery and delivery to the Service Provider's maintenance workshop of GSE which is broken down because of a defect in or malfunction of the GSE resulting from Fair Wear and Tear.

The Additional Services include the following:

- repair of GSE required as a result of Damage, Abuse or Misuse of the GSE;
- recovery and delivery to the Service Provider's maintenance workshop of GSE which has broken down because of Damage, Abuse or Misuse.

With the exclusion of damage, defect or malfunction resulting solely from Fair Wear and Tear, Damage, Abuse or Misuse shall include the following:

1. Damage, being unpredictable deterioration arising from:
 - a. use of an item of GSE by the Customer outside its (original) design parameters as laid down by the manufacturer's relevant operating manuals; or
 - b. an external force brought upon an item of GSE or parts of GSE which causes damage to the said item of GSE or parts of GSE to exceed the design parameters; or
 - c. any unreported known or indicated fault with an item of GSE which subsequently necessitates a repair.
2. Damage caused to the said item of GSE by the Customer or a third party whether intentionally, negligently or accidentally
3. Vandalism of an item of GSE;
4. The use of an item of GSE to carry out functions outside

its original design parameters;

5. Improper or unauthorised use of an item of GSE.

Upon reasonable notice from the Service Provider or its agents, the Customer shall make available each item of GSE to the Service Provider to allow the Service Provider to provide the Services at such place as the Service Provider and the Customer may reasonably agree and failing such agreement at such place as the Service Provider shall reasonably require within the perimeters of the relevant Site. The Customer shall provide to the Service Provider at least 48 hours written notice if it cannot make any item of GSE available for Services on the designated date and time, and in the event that the Customer fails to give such notice and the said item of GSE is not available on the designated date and time, then the Customer shall pay to the Service Provider a sum equal to the number of hours during which employees or agents of the Service Provider due to be carrying out such Services were not re-deployed to other tasks multiplied by the labour rate as is agreed for the provision Additional Services.

The Customer shall deliver to the Service Provider and collect from the Service Provider each item of GSE and any additional equipment (including for example, without limitation, ramp escorts) required to transport or escort the said item of GSE from either airside to landside or airside to airside shall be supplied and operated by and at the cost of the Customer.

ARTICLE 10 - ACCESS TO SITE AND AUDIT OF USE OF GSE

At all reasonable times and any time upon reasonable notice, the Customer shall give the Service Provider (or its authorized representatives) reasonable and proper access to the Site, Customer's facilities and the GSE whenever any such access is requested by the Service Provider at its sole discretion (e.g. to inspect, test and examine and audit the use of GSE), and the Service Provider may undertake regular inspections at the Site in order to test and check that the GSE are and remain in strict accordance with the rules of use and the rules of the Site including the health and safety regulations.

The Customer shall ensure that the Service Provider is notified in writing of all relevant internal rules and security regulations and other regulations operating at the Site and the Service Provider shall observe such regulations while having accessing the Site and the GSE.

The Customer agrees that the Service Provider (or its authorized representatives) is authorized to drive the GSE to enable the Service Provider to fulfill its obligations and rights hereunder.

The Service Provider may notify the Customer in writing of any irregularities that an audit reveals relating to the execution of this Agreement. Without prejudice to the Service Provider's other rights in respect of such irregularities, the Customer shall execute all appropriate remedial actions that the Service Provider reasonably requests.

ARTICLE 11 – INSURANCE AND INDEMNITY

Throughout the Term of the Agreement, and for a period of one (1) year after the termination of the Term of the Agreement, the Customer will maintain in full force and effect insurance covering the following risks:

- damage to the GSE;
- general or public liability, including bodily injury and property damage coverage; and
- vehicle liability; and
- aviation liability; and
- environmental hazards or damage.

The Customer agrees to insure itself against all liability to third parties for death, bodily injury and damage to or loss of property arising directly or indirectly out of the Possession of the GSE (and in the case of motorized GSE all other risks required to be covered by all applicable road traffic legislation of the state in which the GSE is used). The insurance shall be in the amount stipulated by the Service Provider from time to time or in the absence of any stipulation for such amount as is prudent in all the circumstances and in any event for at least the Minimum Insured Amount. All insurance policies required under this Article 11, except the workers' compensation insurance, must also name the Service Provider (and/or any other Affiliate of the TCR Group) as additional insureds. Each such policy must be primary and not excess with any insurance or co-insurance maintained by the Service Provider and must contain a provision that no act or omission of the Customer which would otherwise result in a forfeiture or reduction of the insurance therein provided will affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

The Customer agrees to pay punctually all premiums due for such insurance referred to in this Article 11. Upon commencement of the Term of the Agreement and no less than annually thereafter, the Customer shall cause to be issued to the Service Provider certificates of insurance (if and to the extent certificates of insurance are then commercially available) evidencing compliance with the requirements of this Article 11. Each such certificate shall provide for thirty (30) days' prior written notice of cancellation to be given to the certificate holder. If evidence of insurance is not provided to the Service Provider, the Service Provider shall notify the Customer in writing and the failure to provide the same within ten (10) days after such notice by the Service Provider to the Customer constitute a material breach of this Agreement by the Customer. The Customer shall, no later than ten (10) days prior to the expiration of any such policy, furnish the Service Provider with evidence of renewal or an "insurance binder" evidencing renewal thereof, failing which the Service Provider may, but shall not be required to, order such insurance and charge the cost thereof to the Customer, which amount shall be payable by the Customer to the Service Provider pursuant to Article 5.

With the exception of loss or damage arising solely from the Service Provider's negligence, the Customer agrees to be solely responsible for and to indemnify the Service Provider in respect of all loss of or damage to the GSE (insofar as the Service Provider is not reimbursed by the proceeds of insurance in respect thereof) or resulting from the Possession

of the GSE however caused occurring at any time or times before they are redelivered to the Service Provider under the terms of Article 6 and for any third-party claims arising out of the Customer's Possession of the GSE.

ARTICLE 12 - OWNERSHIP

The GSE shall at all times remain the sole and exclusive property of the Service Provider and/or other Affiliates of the Service Provider and nothing herein contained shall be construed to imply that title to any GSE will pass to the Customer at any time.

Title and property in all additions, modifications, alterations, or replacements made in or to GSE shall vest in the Service Provider and/or other Affiliates of the Service Provider immediately upon installation, with the exception of Customer's branding.

The Customer shall neither sell nor offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with any GSE nor allow the creation of any charge or lien over the GSE nor suffer or permit any GSE be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process nor without the previous written consent of the Service Provider attach any GSE to any land or premises so as to cause them to become a permanent or immovable fixture on such land or premises.

The Service Provider has the right to securely affix in a visible position a sign on each item of GSE indicating that the Service Provider or an Affiliate of the Service Provider is the legal owner of the said item of GSE and the Customer shall not remove or tamper with such signs. The Customer is obligated to ensure that such signage is visible on each item of GSE and shall notify the Service Provider as soon as possible following the Customer becoming aware of such a sign not being present on an item of GSE.

The Customer shall not do or allow to be done or omit to do or allow to be omitted any act or thing that may jeopardize the right, title and/or interest of the Service Provider or any other Affiliate of the Service Provider in the GSE or any part thereof or any of its rights under this Agreement.

The Customer shall forthwith notify the Service Provider in writing of any claims or threatened claims, by third parties which might affect the GSE, including if any third party should threaten to initiate or effect any enforcement measures, levies of execution, or liens, or other similar action.

In case of noncompliance with any of the above provisions, the Service Provider shall at its sole discretion be entitled either to claim any costs resulting from the breach of this Article 12 and revise the Fees or to terminate the Agreement according to the terms provided for in Article 15 for material breach.

ARTICLE 13 – CONDITIONS, WARRANTIES AND EXCLUSIONS

13.1 Subject to Article 6 of these GTCs, the Service Provider agrees to deliver the GSE in accordance with the description contained in the Appendices and to provide the Services as specified in the Agreement.

13.2 The Customer acknowledges and agrees that, other than the commitment under Article 13.1:

- (a) the Service Provider does not let or supply the GSE with any representation or warranty concerning the condition, performance, suitability or qualities of the GSE express or implied by statute, common law or otherwise; and
- (b) all such representations, terms, conditions, or warranties whether relating to the capacity, age, quality, description, condition, leasing, possession, transportation or use of the GSE or to the satisfactory quality or suitability or fitness of the GSE for a particular purpose or any purpose that might otherwise be implied or incorporated by statute, common law or otherwise into the Agreement are expressly excluded.

13.3 If Parties have agreed on service levels and remedies for non-compliance with respect to the Services provided, such remedies are Customer's sole and exclusive remedies in respect of Services that are not provided in accordance with such service levels.

ARTICLE 14 - LIABILITY

14.1 The Customer acknowledges and agrees that the Service Provider shall not be liable for, which liability is hereby expressly excluded:

- (a) either any loss whatsoever incurred or suffered by the Customer as a result of the GSE or any part of them being unusable or the inability to supply or the supply of any replacement GSE during any period when the GSE or part of them are unusable;
- (b) either any loss or damage incurred or suffered by the Customer in consequence of the Service Provider terminating the provision of the Services or of the Agreement under Article 15 (Early Termination) below or in retaking possession of the GSE.

14.2 Except if Article 16.2 applies, neither Party will be liable for, in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other Party of an indirect or consequential nature including without limitation: any pure economic loss; loss of profit; loss of goodwill; loss of anticipated profits or savings; or any indirect or consequential losses arising out of or in connection with this Agreement.

14.3 Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event that the performance of such obligations under this Agreement is prevented, hindered or delayed by an event of Force Majeure. The Party prevented to fulfil its obligations shall not be required to remove any cause of Force Majeure or to replace or provide any alternative if that would require

additional expenses or a departure from its normal practices. If an event of Force Majeure has occurred, the Party prevented to fulfil its obligations is entitled to allocate, in a manner it considers reasonable, the available resources amongst its customers and its own requirement.

Under no circumstances will an event of Force Majeure excuse a Party's obligations to make payments when due under this Agreement, unless such Force Majeure event results in a failure of the banking system that deprives a Party access to otherwise available funds.

The Term of the Agreement shall be extended with the period of time during which the obligations of either Party are affected by a Force Majeure in accordance with the preceding paragraph of this Article 14.3.

14.4 Subject to Article 14.7, the Service Provider's total liability to the Customer in respect of any claim and all losses arising under or in connection with this Agreement in relation to such claim, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, where such claim is covered by insurance, shall in no circumstances exceed a sum equal to the amount paid by the insurers under the Service Provider's relevant insurance policy in relation to such claim.

14.5 Subject to Articles 14.4 and 14.7, the Service Provider's total liability to the Customer in respect of any losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, shall in no circumstances exceed in any calendar year an amount equal to the average of the monthly Service Fees paid in due time by the Customer in the previous calendar year under the Agreement (or from the first Delivery Date of an item of GSE under this Agreement if there is no previous calendar year yet) multiplied by 6 (six). For the purpose of assessing Service Provider's liability under this Article 14.5, the Service Provider's liability shall arise in relation to any claim on the date of the cause of action of the claim and not on the date when the Customer brings a claim against the Service Provider.

14.6 The Parties have carefully considered the limitations of liability contained in Article 14.1 to 14.3 and the liability cap contained in Article 14.4 and 14.5 of this Agreement in light of the potential risks arising under this Agreement and the fact that potential damages are uncertain. Taking all these considerations into account, the Parties consider that both the exclusion of liability and the liability cap contained reasonably allocate the risk of entering into this Agreement on these terms and form the basis for the Fees and other terms of this Agreement.

14.7 Nothing in this Agreement shall exclude or in any way limit any liability for death or personal injury caused by its own negligence, or for fraud or intentional misconduct or any other liability which cannot be excluded by mandatory provisions of applicable law.

14.8 Notwithstanding anything to the contrary in this Agreement, the Customer agrees that obligations and liabilities (including limitations of such liability) of the

Service Provider and its Affiliates shall not be joint and several and that the Service Provider and each Affiliate shall only be liable for its own default of its obligations under this Agreement or another agreement that may have been concluded between such Affiliate and the Customer.

14.9 If a GSE is affected by a breakdown or accident within the safety perimeter of an aircraft, it is deemed in Possession of the Customer that is operating the GSE. The Customer remains responsible for ground handling of the aircraft and the GSE and for removing the item of GSE from the said perimeter in accordance with any applicable removal procedures, even if the Service Provider may assist the Customer on request of the Customer. Such assistance of the Service Provider shall always be deemed under supervision, authority and responsibility of the Customer.

14.10. The Customer shall be responsible for all pollution, cleanup and other environmental remediation costs and expenses arising from oil leakages from an item of GSE that it caused by Damage, Abuse or Misuse. For other oil leakages from GSE (not resulting from Damage, Abuse or Misuse), the Service Provider and the Customer agree that any liability for costs and expenses, whether claimed by third parties or not, for the cleanup or other remediation of any environmental pollution caused by oil leakages from an item of GSE:

a) within a radius of 10 feet of the location of the said item of GSE when the Customer first took Possession of said item shall be borne 60% by the Service Provider and 40% by the Customer; and

b) outside a radius of 10 feet of the location of the said item of GSE when the Customer first took Possession of said item shall be borne 100% by the Customer, and the Customer will not seek any contribution from the Service Provider or bring any claim against the Service Provider in respect of such matter.

Save in respect of the Service Provider's liability as to the costs of oil leakages pursuant to the above paragraph, the Customer shall indemnify the Service Provider against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Service Provider arising out of or in connection with environmental pollution caused by an item of GSE.

ARTICLE 15 – EARLY TERMINATION

15.1 Termination for material breach.

15.1.1 Either Party may terminate this Agreement with respect to either (i) individual items of GSE; (ii) individual Sites (if any) or (iii) in its entirety, if the other Party commits any material breach of this Agreement, including a failure to make timely payment.

15.1.2 The Party claiming material breach shall provide a termination notice setting forth in reasonable detail the facts underlying or constituting the alleged breach (and specifically referencing the provisions of this Agreement alleged to have been breached), and the termination which is the subject of such notice shall be effective:

- 1) immediately, if the material breach is incapable of remedy or if the Customer does not pay 14 days after the due date for payment of the Service Fees or any other sums payable by the Customer to the Service Provider under the Agreement;
- 2) in all other situations than under 1) above, thirty (30) days after the date such notice is given unless the breaching Party shall have cured such breach within such thirty (30) days period.

15.2 Termination for Insolvency.

Either Party shall have the right to terminate this Agreement in its entirety, by and effective immediately, upon written notice to the other Party, if, at any time, (a) the other Party or its parent company shall file in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver, administrator or trustee of the Party or of its assets or property, (b) if the other Party or its parent company shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed or stayed within ninety (90) days after the filing thereof, (c) if the other Party or its parent company shall make a general assignment for the benefit of creditors, (d) the other Party or its parent company has passed a resolution for its winding up, (e) the other Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors, (f) if an order is made for the appointment of an administrator to manage the other Party's affairs, business and property, (g) if an administrator is appointed, or a receiver is appointed of any of the other Party's assets or undertaking, (h) the other Party is subject to an event analogous to (a) to (g).

ARTICLE 16 - CONSEQUENCES OF TERMINATION

16.1 Upon termination of this Agreement in accordance with Article 2 or Article 15, the Customer shall pay to the Service Provider:

- (a) all arrears of Fees and any other amounts due under this Agreement; and
- (b) the cost of cleaning, repair and work required to restore the GSE to the condition in which they were initially delivered (except for Fair Wear and Tear).

16.2 In the event of termination of this Agreement by the Customer or by the Service Provider pursuant to Article 15 (except if such early termination is exclusively due to material breach of the Service Provider or insolvency of the Service Provider) or in the event the Customer terminates the Agreement or the Services related to a GSE in breach of the conditions set out in Article 2 (Duration), the Customer shall pay to the Service Provider, 50% (fifty percent) of the Service Fees for the GSE due for the remainder of the Initial Term or of the Continued Term (as applicable), without prejudice to the amounts under Article 16.1 due to the Service Provider and any damages that the Service Provider may claim as compensation for all other losses or damages incurred.

16.3 The Customer and the Service Provider acknowledge and confirm that [given the cost of the GSE and the lack of

reasonable resale market] the amount due pursuant to Article 16.2 shall be regarded as a reasonable estimate of the damages due as a result of the loss suffered by the Service Provider following Customer's failure to take the Services for each item of GSE for its full Term and shall not be regarded as onerous or a penalty. It is hereby further acknowledged by the Customer that the provisions of Article 16.2 were taken into account in the calculation of the Service Fee.

16.4 The compensation provided for in Article 16.2 is exclusive of any value added or similar taxes. If value added or similar taxes apply, these will be added to the invoice for the compensation provided for under Article 16.2.

16.5 In the event that Article 16.2 is found by an arbitrator, court or other competent authority (as the case may be) to be void or unenforceable then in lieu thereof the Customer shall pay to the Service Provider damages for any early termination or breach of this Agreement and all expenses, costs and losses incurred by the Service Provider in retaking possession of and selling or re-renting the GSE or attempting to sell or re-rent the GSE to another party and/or enforcing its rights under this Agreement.

16.6 All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement but termination shall not affect:

- (a) the accrued rights and obligations of the Parties at the date of termination; and
- (b) the continued existence and validity of the rights and obligations of the Parties under those articles which by their nature would continue to apply (including Articles 4, 5, 6, 10, 11, 14, 20) and any provision of this Agreement necessary for the interpretation or enforcement of this Agreement.

ARTICLE 17 - DATA PROTECTION

Each Party shall comply with all regulations related to the processing of Personal Data.

Personal Data provided by the Customer will be processed by the Service Provider in accordance with TCR's Group Global Privacy notice as available on tcr-group.com, any local privacy notices that may be or have been provided by the Service Provider and the provisions of this Article 17.

In case the Customer, in the course of the performance of the Agreement, receives from the Service Provider or otherwise Personal Data, then:

- if processing of Personal Data is not carried out on behalf of the Service Provider, the Customer shall only be entitled to process Personal Data for the performance of the Agreement;
- the Customer shall ensure that Personal Data is only accessible by its employees if and to the extent such employees need access for the performance of the Agreement (need-to-know-principle) and shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data;

- the Customer will not acquire ownership of or other proprietary rights of the Personal Data and is obliged, according to applicable law, to rectify, erase and/or restrict the processing of the Personal Data;
- the Customer shall inform the Service Provider in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it;
- Upon termination of the Agreement, the Customer shall, according to the applicable laws, erase the Personal Data.

For EU: The Customer undertakes (i) to inform the data subjects whose Personal Data it has provided to the Service Provider about the contents of this Article and any other applicable privacy notices from the Service Provider provided or available to the Customer, (ii) to the extent necessary, to obtain the data subject's consent to share their Personal Data with the Service Provider and its subcontractors in accordance with this Article and other applicable privacy notices from the Service Provider and (iii) promptly after request from the Service Provider, to provide the Service Provider an executed attestation concerning the performance of its obligations pursuant to this Article and the permitted scope of use by the Service Provider and its subcontractors of the Personal Data provided by the Customer.

Personal Data provided by the Customer under the Agreement will be processed by the Service Provider, as controller, for the following purposes: (i) to communicate with the Customer, (ii) to take steps prior to entering into a contract (including any amendment to the Agreement) with the Customer, (iii) to manage the contractual relationship, (iv) to perform the Service Provider's obligations under the Agreement, (v) to comply with any applicable legal and/or regulatory obligations, (vi) to ensure customer relationship management, (vii) to improve the quality of the Service Provider's products and services and (viii) for the purpose of providing the Customer with the Services, (ix) to market, promote and sell the Service Provider's products and services.

Depending upon the purposes of processing, the Service Provider relies on one or more of the following legal grounds for the processing of Personal Data: (i) the necessity for the performance of the Agreement (providing the Customer with the Services), (ii) the necessity for compliance with legal and/or regulatory obligations to which the Service Provider is subject and/or (iii) the Service Provider's legitimate business interests.

Where the Service Provider relies upon its legitimate business interests, this includes the pursuit of its commercial activities and objectives, the analysis and improvement of its position on the market, the marketing and promotion of its products and/or services (including through direct marketing) and the maintenance and development of the relationship with its customers.

The data subject (i.e. the individual whose Personal Data is being processed by the Service Provider) is not obliged to provide any Personal Data directly to the Service Provider. However, the Service Provider will require certain Personal Data concerning such data subjects in order to be able to perform the Services for the Customer.

The Personal Data provided by the Customer may be shared within the Service Provider's organisation on a 'need to know' basis (e.g., marketing, sales, etc.). In addition, the Service Provider may disclose Personal Data provided by the Customer to its (sub-)contractors, suppliers and service providers (e.g., marketing agencies, IT service providers).

The Personal Data provided by the Customer may be disclosed or transferred to other entities within the TCR group of companies, located both within and outside of the European Economic Area (EEA). In order to ensure adequate protection of the Personal Data when transferred to TCR group entities located outside the EEA in countries not offering adequate protection of Personal Data, the Service Provider has put in place appropriate contractual measures based upon the Standard Contractual Clauses approved by the EU Commission.

The Personal Data provided by the Customer shall be retained by the Service Provider for the duration of the contractual relationship and thereafter until the Personal Data are no longer necessary for the purposes set out above. In addition, there are laws and regulations that apply to the Service Provider which set minimum periods for retention of certain documents and/or information.

Data subjects (i.e., individuals whose Personal Data is being processed by the Service Provider) have the right to request access to and rectification or erasure of their Personal Data, to request restriction of the processing or to object to processing. Data subjects have the right to object at any time and free of charge to the processing of their Personal Data for the purposes of direct marketing as well as the right to data portability. Data subjects also have the right to lodge a complaint with a supervisory authority.

For US: The Customer undertakes (i) to inform the data subjects whose Personal Data it has provided to the Service Provider about the contents of this Article and any other applicable privacy notices from the Service Provider provided or available to the Customer, (ii) to the extent necessary, to obtain the data subject's consent to share their Personal Data with the Service Provider and its subcontractors in accordance with this Article and other applicable privacy notices from the Service Provider and (iii) promptly after request from the Service Provider, to provide the Service Provider an executed attestation concerning the performance of its obligations pursuant to this Article and the permitted scope of use by the Service Provider and its subcontractors of the Personal Data furnished by the Customer.

Personal Data provided by the Customer under the Agreement be processed by the Service Provider for the following purposes: (i) to communicate with the Customer, (ii) to take steps prior to entering into an agreement (including

any amendment to this Agreement, a Change Order) with the Customer, (iii) to manage the contractual relationship, (iv) to perform the Service Provider's obligations under the Agreement, (v) to comply with any applicable legal and/or regulatory obligations, (vi) to ensure customer relationship management, (vii) to improve the quality of the Service Provider's products and services.

Depending upon the purposes of processing, the Service Provider relies on one or more of the following legal grounds for the processing of Personal Data: (i) the necessity for the performance of the Agreement Contracts or for taking pre-contractual measures, (ii) the necessity for compliance with legal and/or regulatory obligations to which the Service Provider is subject and/or (iii) the Service Provider's legitimate business interests. Where the Service Provider relies upon its legitimate business interests, this includes the pursuit of its commercial activities and objectives, the analysis and improvement of its position on the market and the maintenance and development of the relationship with its customers.

The data subject (i.e. the individual whose Personal Data is being processed by the Service Provider) is not obliged to provide any Personal Data to the Service Provider. However, the Service Provider will require certain Personal Data in order to be able to perform this Agreement with the Customer and/or take certain steps prior to entering into a contract (including any Change Order) with the Customer.

The Personal Data provided by the Customer may be shared within the Service Provider's organization and with other entities within the TCR Group on a 'need to know' basis. In addition, the Service Provider may disclose Personal Data provided by the Customer to its subcontractors, suppliers and service providers (e.g. marketing agencies, IT service providers) to facilitate Service Provider's performance of its contractual obligations.

The Personal Data so provided to the Service Provider may also be shared in response to a legal obligation, or if the Service Provider has determined that sharing Personal Data is reasonably necessary or appropriate to (i) comply with any applicable Regulation or any civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request, (ii) respond to legal process (such as a search warrant, subpoena, summons or court order), (iii) enforce the Agreement, (iii) cooperate with law enforcement agencies concerning conduct or activity that the Service Provider reasonably and in good faith believes may violate federal, state or local law or (iv) exercise or defend legal claims, or protect against harm to the rights, property, interests or safety of the Service Provider, any third party or the public as required or permitted by law.

The Service Provider may also share Personal Data while negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of assets.

The Personal Data provided to the Service Provider by the Customer shall be retained by the Service Provider for the Term of the Agreement and thereafter until the data are no longer necessary for the purposes set out above; provided that

the Service Provider may continue to retain such data in order to satisfy its obligations under Regulations that apply to the Service Provider which set minimum periods for retention of certain documents and/or information (e.g. accounting, tax).

ARTICLE 18 – CHOICE OF LAW AND DISPUTE RESOLUTION

Governing Law. This Agreement and any dispute, controversy or claim arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, with respect to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual or statutory claims of any nature whatsoever, including warranty claims, tort claims or any other non-contractual or statutory claims ("**Dispute(s)**") shall be governed by and construed in all respects in accordance with the Governing Law, including its statute of limitations (as determined in the STs).

Dispute Resolution. Any Dispute which cannot be settled by mutual agreement without undue delay, shall be exclusively settled in accordance with the Dispute Resolution provisions of the STs.

ARTICLE 19 – COMPLIANCE WITH RELEVANT LAWS AND POLICIES – BUSINESS PRACTISES

19.1 The Parties will not use child labour or forced labour and shall apply recognized principles with respect to the protection of international human rights.

19.2 The Parties warrant that they have not offered or accepted any form of bribe, inducement or other incentive in return for entering into this Agreement or for the provision of any other goods or services.

19.3 The Parties shall comply with all applicable laws and regulations relating to anti-bribery, anti-money laundering and anti-corruption including such applicable laws and regulations in the jurisdiction in which the Parties have their registered office and/or business address and the jurisdiction in which this Agreement will be executed (if different).

19.4 The Parties shall not (and will take all reasonable steps to ensure that its personnel, agents, representatives or subcontractors or any other person acting on its behalf shall not) accept, solicit, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment.

19.5 The Parties will procure their suppliers or subcontractors to perform in strict compliance with this clause 19 and provide for similar clauses in its agreements with suppliers and subcontractors.

ARTICLE 20 - MISCELLANEOUS

No waiver. A failure to exercise any right or remedy provided under this Agreement shall not operate as a waiver of that right or remedy. No waiver shall be effective unless it is in writing.

Entire Agreement. This Agreement contains all the terms agreed between the Parties except for such variations in writing as shall be agreed in writing between the Parties.

Assignment. Neither Party shall assign, transfer or otherwise deal with its rights and obligations arising under or in connection with this Agreement except with the express written consent of the other Party (such consent not to be unreasonably withheld).

Confidentiality. Each Party shall not and shall procure that its employees, consultants, agents directors and officers shall not disclose at any time (whether before or after the date on which this Agreement shall be terminated) to any person, firm or company any information of a confidential nature relating to the others business and each Party shall not and shall use all reasonable endeavours to procure that its employees, consultants, agents directors and officers shall not use for their own purposes nor for any purposes other than those intended by this Agreement any such confidential information of the other of them provided that each Party may disclose confidential information which it is required to disclose by law or any order of the court or any relevant regulatory body.

Writing/Notice. Any notice given to a Party under or in connection with this Agreement shall be in writing to the relevant Notice Recipient specified in the STs and shall be delivered by hand, by e-mail with receipt, or sent by pre-paid post, or by courier and shall conclusively be deemed to have been given or served at the time of delivery (if by hand), 9 a.m. on the next Business Day (if by e-mail), at 9 a.m. three Business Days from the time of posting (if by pre-paid post) or at the time recorded by the delivery service (if by courier). If deemed receipt under the precedent sentence would occur outside Business Hours in the place of receipt, it shall be deferred until Business Hours resumes.

Severability. If any provision or part-provision of this Agreement (including without limitation Article 13 and 14) is or becomes invalid, illegal or unenforceable, the Parties agree that it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Article shall not affect the validity and enforceability of the rest of the Agreement. The Customer and the Service Provider shall negotiate in good faith to amend such modified or deleted provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

DRY RENTAL - GENERAL TERMS AND CONDITIONS (“GTCs”)

ARTICLE 1 – THE AGREEMENT

TERMS AND CONDITIONS.

These GTCs apply to the provision of Services by the Service Provider to the Customer and form an integral part of the Agreement which consists of the DRY RENTAL – Special Terms (“STs”) and a number of Appendices listed in the ST, including these GTCs. For the sake of clarity, the term “Services” as used herein shall be strictly limited to the description of such term in this Agreement.

The GSE that are subject of this Agreement are described in the STs. If the Customer requires any additional GSE or if Parties agree on other changes to the Agreement, such modifications will be implemented by way of a written document, “Change Order”, signed by the Parties in the form of the template set out in an Appendix to the Agreement (generally defined in the Agreement as the “**Change Order**”).

In the event of any conflict or ambiguity between the STs, the Appendices and the GTCs, the STs and the Appendices shall prevail over the GTCs. Change Orders shall prevail over the STs, the GTCs and Appendices.

INTERPRETATION.

All capitalized terms used in the Agreement shall have the meaning set forth in the Agreement, including these GTCs.

The use in this Agreement of any of the words “include”, “includes” and “including”, followed by one or more examples, is intended to be illustrative and non-exhaustive (*i.e.* not limiting the scope of the description or term for which the examples are provided).

References to any statutory provisions will be construed as including references to any earlier or subsequent statutory provisions in force at any time which they have, or by which they have been, directly or indirectly amended or replaced.

References to paragraphs, clauses or articles are references to paragraphs, clauses and articles in the STs, GTCs and other Appendices of this Agreement as relevant and the headings in this Agreement are inserted for convenience only and shall not affect its interpretation.

Where appropriate words denoting the singular shall include the plural and vice versa and words denoting one gender shall include all other genders.

DEFINITIONS.

“**Affiliate**” means, in relation to a person, any company or other entity, whether or not a legal person, which directly or indirectly controls, is controlled by or is under joint control with that person. For this purpose, a person is deemed to control a company or entity if it (a) owns, directly or indirectly, more than 50 percent of the capital of the other company, or (b) in the absence of such ownership interest,

substantially has the power to direct or cause the direction of the management and set the policies of such company or entity.

“**Fair Market Value**” means the price that the Service Provider would normally have obtained for the respective GSE if it were for sale on the market.

“**Fair Wear and Tear**” means for each item of GSE the predictable deterioration arising from reasonable and normal use of the said item of GSE, and if available, within its design parameters as laid down by the manufacturers of the said item of GSE in the manufacturer’s relevant operating manuals.

“**Force Majeure**” means, in relation to any Party, any circumstances beyond the reasonable control of that Party, including:

- (a) full or partial closure of the Site;
- (b) road blocks, accidents and/or prevention of transportation access;
- (c) acts of God, flood, drought, earthquake or other natural disaster;
- (d) epidemic or pandemic;
- (e) quarantine restrictions;
- (f) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (g) nuclear, chemical or biological contamination or sonic boom;
- (h) any law or any action taken by a government or public authority, including imposing an export or import restriction;
- (i) collapse of buildings, fire, explosion or accident;
- (j) any labor or trade disputes, strikes, lock-outs or other industrial action);
- (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (l) interruption or failure of utility service.

“**Personal Data**” means any data exchanged between the Parties that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular natural person or household.

“**Possession**” means the physical use, possession, control, custody or storage of the GSE. In the case of doubt, the Party on whose property the GSE is located or who is physically operating the GSE shall be deemed to be in control and custody, except where it is acting at the behest of the other Party. Whenever the GSE is in the vicinity of an aircraft, the Customer shall always be considered in control of the GSE..

“**Regulations**” means any laws and regulations or any binding instrument of any nature enacted or in force and applicable to the use of the GSE by the Customer at the Site, which have been issued by the relevant government or government agencies at all levels (municipal, county, state and federal), the relevant airport authority, or the airport

operating company, in particular, but without limiting the foregoing, those concerning the safety and security of workers and the environment.

The data protection related concepts used in article 17 of these GTCs shall have the meaning given to them in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – “**GDPR**”), any national implementation act and generally, any regulation relating to data protection.

ARTICLE 2 - DURATION

For each item of GSE, the Initial Term for the rental and for the provision of the Services is set forth as per the STs and shall commence on the Delivery Date, as stipulated in the STs.

Unless terminated earlier in accordance with Article 15, the Parties shall each be entitled to terminate the Services for an item of GSE under this Agreement on the expiry of the Initial Term (or of the Continued Term – as may apply pursuant to this Article) applicable for that item of GSE. Such termination is subject to a written notice of at least six (6) months prior to the expiry date of the Initial Term or of the then applicable Continued Terms.

If neither Party has provided timely notice of termination in accordance with the preceding paragraph of this Article 2, this Agreement shall automatically continue to apply to the relevant items of GSE on the terms set out in the STs for the Continued Term and for each successive period of Continued Term thereafter, unless and until:

- either Party gives written notice to terminate at least six (6) months prior to the expiry of the then current Continued Term; or
- termination in accordance with Article 15.

In any case, until the relevant item of GSE has actually been returned to the Service Provider, the payment and other obligations of the Customer under this Agreement shall continue to apply in respect of such GSE.

For as long as there are items of GSE under this Agreement for which the Services have not been terminated, this Agreement remains applicable for such items of GSE.

ARTICLE 3 – PLACE OF USE

The Customer shall use the GSE exclusively at the Site(s) identified in the STs. Any transfer of the GSE to any other location without the express written permission of the Service Provider shall constitute a material breach of this Agreement.

If the STs permit the GSE to be used at multiple Sites, collection and delivery of the GSE between the Sites shall be at the sole responsibility, risk and expense of the Customer, save as otherwise agreed upon in writing.

ARTICLE 4 – FEES

The Fees are defined in the STs.

The Fees are net of sales tax, local tax, custom duties, airport concession fees and any other direct or indirect taxes (each, a “**Tax**”), and all amounts payable by the Customer shall be paid together with the addition of each applicable Tax, other than a Tax based upon Service Provider’s net income, that is legally payable on those sums.

In the event that any item of GSE requires modification in order to comply with new or additional applicable legislation, equipment manufacturer requirements, or airport specific regulations (“**New Requirements**” – “new” being requirements that come into effect after the start of the Initial Term of the relevant item of GSE) then:

- A. If the cost of making the said modifications over the period of 12 months from commencement of the modifications is reasonably estimated to be less than or equal to 1% of the cost of purchasing the relevant item of GSE new, the Service Provider shall at its own cost make such modification and the Service Fee of the said item of GSE shall not be affected; or
- B. If the cost of the said modifications over the period of 12 months from commencement of the modifications is reasonably estimated to be greater than 1% of the cost of purchasing the said item of GSE new, then the Service Fee of the said item of GSE will be increased to reflect the cost of the said modification. The Service Provider shall be under no obligation to make such modification to the item of GSE until the Service Provider and the Customer have agreed the said increase and signed a Change Order thereto. If the Service Provider and the Customer fail to reach agreement on an increase to the Service Fee pursuant to this Article 4 by a date falling three (3) months before the implementation date of the applicable New Requirements, then the Service Provider shall invoice the Customer for an amount which is equal to the costs of the relevant modification less a sum equal to 1% of the cost of purchasing the said item of GSE new.

ARTICLE 5 – PAYMENT AND PAYMENT SECURITY

5.1 The Service Provider shall invoice the Customer in accordance with the STs.

All amounts due under this Agreement shall be paid in full without any deduction or withholding of any kind, other than as required by law.

The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider in order to justify withholding payment of any such amount in whole or in part.

5.2 **For EU/APAC:** In the event of a default in payment by the Customer, the Service Provider is entitled to charge interest on any outstanding amount at the rate of 8 % (eight percent) above the base interest rate of the main banking institution of the country of the invoiced currency at the time payment is due, without prejudice to any other rights available to the Service Provider hereunder or under applicable law.

5.2 **For US:** If the Customer fails to pay any Fees on the due date, the Customer shall pay to the Service Provider interest on the amount due calculated on a daily basis at a rate equal to the Federal Reserve discount rate plus 5% (five percent) or, if lower, the highest rate then permitted by applicable law. Interest shall accrue from the due date for payment until the actual date of payment without prejudice to any other rights available to the Service Provider hereunder.

5.3 The Customer's liability for payment of Fees and all other sums due under this Agreement shall not be affected in any way by the loss, theft or any damage to, or any defect in, the GSE after delivery to the Customer. The Customer shall continue to pay the Service Fees even if the GSE cannot be used by the Customer for reasons that are not attributable to the Service Provider.

5.4 In order to secure the faithful performance by the Customer of all terms, provisions and covenants contained in this Agreement, including the payment of any Fees or other amounts due to the Service Provider under this Agreement, the Service Provider may request the Customer to provide upon signature of this Agreement or at any time during the Term of the Agreement the Customer's financial condition has materially deteriorated, a payment security in a form set out in the STs ("**Payment Security**"). The Payment Security shall be issued by a reputable financial institution acceptable to the Service Provider, for an amount of at least the average Service Fees to be paid per month multiplied by 6 (six) months (except if provided otherwise in the STs). If the Service Fees are increased pursuant to this Agreement, the Customer shall increase the amount covered by the Payment Security accordingly. The Payment Security shall be issued such that if the Customer shall in any respect fail to make the payment of any Fees or other amounts due to the Service Provider under the Agreement, the Service Provider has the right to obtain upon demand payment of the amounts due from the issuer of the Payment Security. The Payment Security provided by the Customer shall be renewed regularly to ensure that the validity lasts for a period at least until 6 (six) months after termination of the Agreement. Following termination of the Agreement and after all Fees have been paid in full, the Service Provider shall return to the Customer, within 6 (six) months after termination of the Agreement, any Payment Security that has not been called upon by the Service Provider.

ARTICLE 6 - DELIVERY AND RETURN OF GSE

6.1 Delivery of GSE shall take place at the Delivery Date, as stipulated in the STs, either (i) upon physical delivery of the GSE item(s) by the Service Provider (or its representative) to the Customer (or its representative), or (ii) upon collection of the GSE item(s) by the Customer or by a third party (on behalf of the Customer), or (iii) at the latest, within two (2) weeks of the respective GSE item(s) being physically delivered, respectively made available for delivery, by the Service Provider (or its representatives), at the Delivery Location, as defined in the STs.

The Customer agrees to inspect the GSE upon delivery and to forthwith notify the Service Provider in writing of any defect affecting the GSE. If the Customer does not notify the Service

Provider upon delivery of any defect that would affect the GSE, it shall be conclusively presumed that the GSE is cleaned, lubricated or, as the case may be, equipped with anti-freeze and in every way satisfactory to the Customer, and is compliant with all laws and regulations.

6.2 Upon termination of the Services of an item of GSE in accordance with Article 2 or Article 15, the Customer shall, at its own costs and expenses, return the GSE at the time and to the location as specified by the Service Provider (together with all records, log books and hand books in respect thereof) cleaned and in good working condition, taking into account Fair Wear and Tear corresponding to the period of use.

6.3 If the GSE has not been effectively returned to the Service Provider in accordance with paragraph 6.2, the Service Provider may, subject to written notice of fifteen Business Days as from the date on which the relevant item(s) of GSE shall have been returned:

- either invoice to the Customer an amount equivalent to the Fair Market Value of the non-returned GSE;
- or collect the GSE and the Customer shall for such purpose make the said items of GSE available for collection by the Service Provider and allow the Service Provider or its authorized representatives to enter upon any premises belonging to or in the possession or control of the Customer.

For as long as the Customer has not:

- either paid the amount equivalent to the Fair Market Value of the non-returned GSE;
 - or made available the GSE for collection by the Service Provider,
- the non-returned GSE are deemed continued to be rented with the obligation for the Customer to continue to comply with its obligations under this Agreement and to pay the Fees as a continuation payment for the continued Possession from the date specified in this Agreement for termination of this Agreement until such time as:
- either the Customer as paid the amount equivalent to the Fair Market Value of the non-returned GSE;
 - or the relevant item(s) of GSE have actually been returned to the Service Provider.

However, this shall not confer on the Customer any right to continued Possession and is without prejudice to the Service Provider's rights against the Customer;

6.4 If the GSE have not been effectively returned to the Service Provider in accordance with paragraph 6.2 even though either Party has timely provided for a termination notice in accordance with Article 2, and the Service Provider has not exercised its right under paragraph 6.3, the termination of the Services of an item of GSE by the Customer shall be deemed ineffective and the Agreement shall continue to apply to the relevant items of GSE on the terms set out in the STs for the Continued Term and for each successive period of Continued Term thereafter, unless and until:

- either Party gives written notice to terminate at least two (2) months prior to the expiry of the then current Continued Term; or
- termination in accordance with Article 15.

6.5 The Service Provider shall prepare a report of restitution in writing on the day that the relevant item(s) of GSE are returned. The Customer is entitled to be present at this time. If the Customer is not present nor represented at the time specified by the Service Provider for the preparation of the said report, the Service Provider's opinion of the state of the GSE shall be deemed to be conclusive.

ARTICLE 7 – TRANSFER OF RISK AND RISK OF LOSS

The risk of loss, theft, damage, or destruction of the GSE passes from the Service Provider to the Customer upon delivery in accordance with Article 6 and shall, except if otherwise provided in this Article 7, remain with the Customer until the GSE has been returned to the Service Provider.

In case of loss or destruction of the GSE, or in the event of damage beyond repair or which is too expensive to repair, the Customer shall pay the higher of any insurance payment it receives for the damaged GSE or the Fair Market Value of the damaged GSE and return the damaged GSE to the Service Provider at its own expense.

ARTICLE 8 - USE OF GSE

The Customer agrees to strictly comply with the rules of use of the GSE as set out in **Appendix 4**.

The Customer shall not authorize or allow an item of GSE to be used by any third parties without the prior written consent of the Service Provider. In the event that the GSE is used by a third party, the Customer shall always remain liable under the terms of this Agreement as if such use was by the Customer.

In case of noncompliance with the rules of use set out in **Appendix 4**, the Service Provider shall at its sole discretion be entitled either to claim any costs resulting from the breach and revise the Service Fee or to terminate the Agreement according to the terms provided for in Article 15 for material breach.

The Customer shall at its costs apply for the apron passes, if needed, for the use and operation of GSE at the Site.

ARTICLE 9 - SERVICES, MAINTENANCE & REPAIR

Subject to the conditions set forth in this Agreement and to the Customer complying with its obligations under this Agreement, including payment obligations and compliance with the rules of use set forth in **Appendix 4**, the Service Provider shall rent the GSE to the Customer. The Service Provider shall provide the Customer no other Services than the dry rental services as described in the STs, either directly by its own staff or carried out by an agent or sub-contractor. All other services related to the GSE shall lie solely with the Customer.

The Customer shall keep the GSE clean and in good working condition at all times and at its sole expense.

The Customer shall perform, at its sole expense, either directly by the Customer's own staff or carried out on behalf of the Customer by an agent or sub-contractor who has been subject of TCR's prior written approval, all maintenance and repair services on the GSE including but not be limited to:

- routine servicing in accordance with and to meet the minimum recommendations of the GSE's manufacturer and the regulations at the Site(s) governing maintenance standards for airside GSE from time to time in force;
- repair of any defect in or malfunction of the GSE resulting from fair wear and tear (i.e. predictable deterioration arising from reasonable use);
- the maintenance and updating of the maintenance records ;
- any repair required as a result of any damage, abuse or misuse whatsoever of the GSE (including but not limited to damage resulting from accidents, use of the GSE outside its design parameters as laid down in the manufacturer's operating manuals, vandalism).

The Customer shall provide to the Service Provider a copy of the maintenance and repair records on a monthly basis, at Customer's sole expense.

All spare-parts used to perform maintenance and repair services on the GSE shall be approved original manufacturer parts.

With respect to electrical GSE the Customer shall (including but not be limited to) comply with the special instructions from the battery manufacturer, maintain the level of electrolytes by adding purified water and furnish such water, monitor the daily recharging of batteries and keep them clean and free of sulfate.

ARTICLE 10 - ACCESS TO SITE AND AUDIT OF USE OF GSE

At all reasonable times and any time upon reasonable notice, the Customer shall give the Service Provider (or its authorized representatives) reasonable and proper access to the Site, Customer's facilities and the GSE whenever any such access is requested by the Service Provider at its sole discretion (e.g. to inspect, test and examine and audit the use of GSE), and the Service Provider may undertake regular inspections at the Site in order to test and check that the GSE are and remain in strict accordance with the rules of use and the rules of the Site including the health and safety regulations.

The Customer shall ensure that the Service Provider is notified in writing of all relevant internal rules and security regulations and other regulations operating at the Site and the Service Provider shall observe such regulations while having accessing the Site and the GSE.

The Customer agrees that the Service Provider (or its authorized representatives) is authorized to drive the GSE to enable the Service Provider to fulfill its obligations and rights hereunder.

The Service Provider may notify the Customer in writing of any irregularities that an audit reveals relating to the execution of this Agreement. Without prejudice to the Service Provider's other rights in respect of such irregularities, the Customer shall execute all appropriate remedial actions that the Service Provider reasonably requests.

ARTICLE 11 – INSURANCE AND INDEMNITY

Throughout the Term of the Agreement, and for a period of one (1) year after the termination of the Term of the Agreement, the Customer will maintain in full force and effect insurance covering the following risks:

- damage to the GSE;
- general or public liability, including bodily injury and property damage coverage; and
- vehicle liability; and
- aviation liability; and
- environmental hazards or damage.

The Customer agrees to insure itself against all liability to third parties for death, bodily injury and damage to or loss of property arising directly or indirectly out of the Possession of the GSE (and in the case of motorized GSE all other risks required to be covered by all applicable road traffic legislation of the state in which the GSE is used). The insurance shall be in the amount stipulated by the Service Provider from time to time or in the absence of any stipulation for such amount as is prudent in all the circumstances and in any event for at least the Minimum Insured Amount. All insurance policies required under this Article 11, except the workers' compensation insurance, must also name the Service Provider (and/or any other Affiliate of the TCR Group) as additional insureds. Each such policy must be primary and not excess with any insurance or co-insurance maintained by the Service Provider and must contain a provision that no act or omission of the Customer which would otherwise result in a forfeiture or reduction of the insurance therein provided will affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

The Customer agrees to pay punctually all premiums due for such insurance referred to in this Article 11. Upon commencement of the Term of the Agreement and no less than annually thereafter, the Customer shall cause to be issued to the Service Provider certificates of insurance (if and to the extent certificates of insurance are then commercially available) evidencing compliance with the requirements of this Article 11. Each such certificate shall provide for thirty (30) days' prior written notice of cancellation to be given to the certificate holder. If evidence of insurance is not provided to the Service Provider, the Service Provider shall notify the Customer in writing and the failure to provide the same within ten (10) days after such notice by the Service Provider to the Customer constitute a material breach of this Agreement by the Customer. The Customer shall, no later than ten (10) days prior to the expiration of any such policy, furnish the Service Provider with evidence of renewal or an "insurance binder" evidencing renewal thereof, failing which the Service Provider may, but shall not be required to, order such insurance and charge the cost thereof to the Customer,

which amount shall be payable by the Customer to the Service Provider pursuant to Article 5.

With the exception of loss or damage arising solely from the Service Provider's negligence, the Customer agrees to be solely responsible for and to indemnify the Service Provider in respect of all loss of or damage to the GSE (insofar as the Service Provider is not reimbursed by the proceeds of insurance in respect thereof) or resulting from the Possession of the GSE however caused occurring at any time or times before they are redelivered to the Service Provider under the terms of Article 6 and for any third-party claims arising out of the Customer's Possession of the GSE.

ARTICLE 12 - OWNERSHIP

The GSE shall at all times remain the sole and exclusive property of the Service Provider and/or other Affiliates of the Service Provider and nothing herein contained shall be construed to imply that title to any GSE will pass to the Customer at any time.

Title and property in all additions, modifications, alterations, or replacements made in or to GSE shall vest in the Service Provider and/or other Affiliates of the Service Provider immediately upon installation, with the exception of Customer's branding.

The Customer shall neither sell nor offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with any GSE nor allow the creation of any charge or lien over the GSE nor suffer or permit any GSE be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process nor without the previous written consent of the Service Provider attach any GSE to any land or premises so as to cause them to become a permanent or immovable fixture on such land or premises.

The Service Provider has the right to securely affix in a visible position a sign on each item of GSE indicating that the Service Provider or an Affiliate of the Service Provider is the legal owner of the said item of GSE and the Customer shall not remove or tamper with such signs. The Customer is obligated to ensure that such signage is visible on each item of GSE and shall notify the Service Provider as soon as possible following the Customer becoming aware of such a sign not being present on an item of GSE.

The Customer shall not do or allow to be done or omit to do or allow to be omitted any act or thing that may jeopardize the right, title and/or interest of the Service Provider or any other Affiliate of the Service Provider in the GSE or any part thereof or any of its rights under this Agreement.

The Customer shall forthwith notify the Service Provider in writing of any claims or threatened claims, by third parties which might affect the GSE, including if any third party should threaten to initiate or effect any enforcement measures, levies of execution, or liens, or other similar action.

In case of noncompliance with any of the above provisions, the Service Provider shall at its sole discretion be entitled either to claim any resulting costs resulting from the breach

and revise the Fees or to terminate the Agreement according to the terms provided for in Article 15 for material breach.

ARTICLE 13 – CONDITIONS, WARRANTIES AND EXCLUSIONS

13.1 Subject to Article 6 of these GTCs, the Service Provider agrees to deliver the GSE in accordance with the description contained in the Appendices and to provide the Services as specified in the Agreement.

13.2 The Customer acknowledges and agrees that, other than the commitment under Article 13.1:

- (a) the Service Provider does not let or supply the GSE with any representation or warranty concerning the condition, performance, suitability or qualities of the GSE express or implied by statute, common law or otherwise; and
- (b) all such representations, terms, conditions, or warranties whether relating to the capacity, age, quality, description, condition, leasing, possession, transportation or use of the GSE or to the satisfactory quality or suitability or fitness of the GSE for a particular purpose or any purpose that might otherwise be implied or incorporated by statute, common law or otherwise into the Agreement are expressly excluded.

ARTICLE 14 - LIABILITY

14.1 The Customer acknowledges and agrees that the Service Provider shall not be liable for, which liability is expressly excluded:

- (a) either any loss whatsoever incurred or suffered by the Customer as a result of the GSE or any part of them being unusable or the inability to supply or the supply of any replacement GSE during any period when the GSE or part of them are unusable;
- (b) either any loss or damage incurred or suffered by the Customer in consequence of the Service Provider terminating the provision of the Services or of the Agreement under Article 15 (Early Termination) below or in retaking possession of the GSE.

14.2 Except if Article 16.2 applies, neither Party will be liable for, in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer of an indirect or consequential nature including without limitation: any pure economic loss; loss of profit; loss of goodwill; loss of anticipated profits or savings; or any indirect or consequential losses arising out of or in connection with this Agreement.

14.3 Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and the performance of such obligations under this Agreement is prevented, hindered or delayed by an event of Force Majeure. The Party prevented to fulfil its obligations shall not be required to remove any cause of Force Majeure or to replace or provide any alternative if that would require

additional expenses or a departure from its normal practices. If an event of Force Majeure has occurred, the Party prevented to fulfil its obligations is entitled to allocate, in a manner it considers reasonable, the available resources amongst its customers and its own requirement.

Under no circumstances will an event of Force Majeure excuse a Party's obligations to make payments when due under this Agreement, unless such Force Majeure event results in a failure of the banking system that deprives a Party access to otherwise available funds.

The Term of the Agreement shall be extended with the period of time during which the obligations of either Party are affected by a Force Majeure in accordance with the preceding paragraph of this Article 14.3.

14.4 Subject to Article 14.7, the Service Provider's total liability to the Customer in respect of any claim and all losses arising under or in connection with this Agreement in relation to such claim, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, where such claim is covered by insurance, shall in no circumstances exceed a sum equal to the amount paid by the insurers under the Service Provider's relevant insurance policy in relation to such claim.

14.5 Subject to Articles 14.4 and 14.7, the Service Provider's total liability to the Customer in respect of any losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, shall in no circumstances exceed in any calendar year an amount equal to the average of the monthly Service Fees paid in due time by the Customer in the previous calendar year under the Agreement (or from the first Delivery Date of an item of GSE under this Agreement if there is no previous calendar year yet) multiplied by 6 (six). For the purpose of assessing Service Provider's liability under this Article 14.5, the Service Provider's liability shall arise in relation to any claim on the date of the cause of action of the claim and not on the date when the Customer brings a claim against the Service Provider.

14.6 The Parties have carefully considered the limitations of liability contained in Article 14.1 to 14.3 and the liability cap contained Article 14.4 and 14.5 of this Agreement in light of the potential risks arising under this Agreement and the fact that potential damages are uncertain. Taking all these considerations into account, the Parties consider that both the exclusion of liability and the liability cap contained reasonably allocate the risk of entering into this Agreement on these terms and form the basis for the Fees and other terms of this Agreement.

14.7 Nothing in this Agreement shall exclude or in any way limit any liability for death or personal injury caused by its own negligence, or for fraud or intentional misconduct or any other liability which cannot be excluded by mandatory provisions of applicable law.

14.8 Notwithstanding anything to the contrary in this Agreement, the Customer agrees that obligations and liabilities (including limitations of such liability) of the

Service Provider and its Affiliates shall not be joint and several and that the Service Provider and each Affiliate shall only be liable for its own default of its obligations under this Agreement or another agreement that may have been concluded between such Affiliate and the Customer.

14.9. The Customer shall be liable for any and all costs related to incidents and keep the Service Provider harmless from any claims for pollution, cleanup and other environmental remediation costs and expenses arising from the Possession of the GSE.

ARTICLE 15 – EARLY TERMINATION

15.1 Termination for Material Breach.

15.1.1 Either Party may terminate this Agreement with respect to either (i) individual items of GSE; (ii) individual Sites (if any) or (iii) in its entirety, if the other Party commits any material breach of this Agreement, including a failure to make timely payment.

15.1.2 The Party claiming material breach shall provide a termination notice setting forth in reasonable detail the facts underlying or constituting the alleged breach (and specifically referencing the provisions of this Agreement alleged to have been breached), and the termination which is the subject of such notice shall be effective:

- 1) immediately, if the material breach is incapable of remedy or if the Customer does not pay 14 days after the due date for payment of the Service Fees or any other sums payable by the Customer to the Service Provider under the Agreement;
- 2) in all other situations than under 1) above, thirty (30) days after the date such notice is given unless the breaching Party shall have cured such breach within such thirty (30) days period.

15.2 Termination for Insolvency.

Either Party shall have the right to terminate this Agreement in its entirety, by and effective immediately, upon written notice to the other Party, if, at any time, (a) the other Party or its parent company shall file in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver, administrator or trustee of the Party or of its assets or property, (b) if the other Party or its parent company shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed or stayed within ninety (90) days after the filing thereof, (c) if the other Party or its parent company shall make a general assignment for the benefit of creditors, (d) the other Party or its parent company has passed a resolution for its winding up, (e) the other Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors, (f) if an order is made for the appointment of an administrator to manage the other Party's affairs, business and property, (g) if an administrator is appointed, or a receiver is appointed of any of the other Party's assets or undertaking, (h) the other Party is subject to an event analogous to (a) to (g).

ARTICLE 16 - CONSEQUENCES OF TERMINATION

16.1 Upon termination of this Agreement in accordance with Article 2 or Article 15, the Customer shall pay to the Service Provider:

- (a) all arrears of Fees and any other amounts due under this Agreement; and
- (b) the cost of cleaning, repair and work required to restore the GSE to the condition in which they were initially delivered (except for Fair Wear and Tear).

16.2 In the event of termination of this Agreement by the Customer or by the Service Provider pursuant to Article 15 (except if such early termination is exclusively due to material breach of the Service Provider or insolvency of the Service Provider) or in the event the Customer terminates the Agreement or the Services related to a GSE in breach of the conditions set out in Article 2 (Duration), the Customer shall pay to the Service Provider, 100% (hundred percent) of the Service Fees for the GSE due for the remainder of the Initial Term or of the Continued Term (as applicable), without prejudice to the amounts under Article 16.1 due to the Service Provider and any damages that the Service Provider may claim as compensation for all other losses or damages incurred.

16.3 The Customer and the Service Provider acknowledge and confirm that given the cost of the GSE and the lack of reasonable resale market the amount due pursuant to Article 16.2 shall be regarded as a reasonable estimate of the damages due as a result of the loss suffered by the Service Provider following Customer's failure to rent and take the Services for each item of GSE for its full Term and shall not be regarded as onerous or a penalty. It is hereby further acknowledged by the Customer that the provisions of Article 16.2 were taken into account in the calculation of the Service Fee.

16.4 The compensation provided for in Article 16.2 is exclusive of any value added or similar taxes. If value added or similar taxes apply, these will be added to the invoice for the compensation provided for under Article 16.2.

16.5 In the event that Article 16.2 is found by an arbitrator, court or other competent authority (as the case may be) to be void or unenforceable then in lieu thereof the Customer shall pay to the Service Provider damages for any early termination or breach of this Agreement and all expenses, costs and losses incurred by the Service Provider in retaking possession of and selling or re-renting the GSE or attempting to sell or re-rent the GSE to another party and/or enforcing its rights under this Agreement.

16.6 All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement but termination shall not affect:

- (a) the accrued rights and obligations of the Parties at the date of termination; and
- (b) the continued existence and validity of the rights and obligations of the Parties under those articles which by their nature would continue to apply (including Articles 4, 5, 6, 10, 11, 14, 20) and any provision of

this Agreement necessary for the interpretation or enforcement of this Agreement.

ARTICLE 17 - DATA PROTECTION

Each Party shall comply with all regulations related to the processing of Personal Data.

Personal Data provided by the Customer will be processed by the Service Provider in accordance with TCR's Group Global Privacy notice as available on tcr-group.com, any local privacy notices that may be or have been provided by the Service Provider and the provisions of this Article 17.

In case the Customer, in the course of the performance of the Agreement, receives from the Service Provider or otherwise Personal Data, then:

- if processing of Personal Data is not carried out on behalf of the Service Provider, the Customer shall only be entitled to process Personal Data for the performance of the Agreement;
- the Customer shall ensure that Personal Data is only accessible by its employees if and to the extent such employees need access for the performance of the Agreement (need-to-know-principle) and shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss if Personal Data;
- the Customer will not acquire ownership of or other proprietary rights of the Personal Data and is obliged, according to applicable law, to rectify, erase and/or restrict the processing of the Personal Data;
- the Customer shall inform the Service Provider in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it.
- Upon termination of the Agreement, the Customer shall, according to the applicable laws, erase the Personal Data.

For EU: The Customer undertakes (i) to inform the data subjects whose Personal Data it has provided to the Service Provider about the contents of this Article and any other applicable privacy notices from the Service Provider provided or available to the Customer, (ii) to the extent necessary, to obtain the data subject's consent to share their Personal Data with the Service Provider and its subcontractors in accordance with this Article and other applicable privacy notices from the Service Provider and (iii) promptly after request from the Service Provider, to provide the Service Provider an executed attestation concerning the performance of its obligations pursuant to this Article and the permitted scope of use by the Service Provider and its subcontractors of the Personal Data provided by the Customer.

Personal Data provided by the Customer under the Agreement will be processed by the Service Provider, as controller, for the following purposes: (i) to communicate with the Customer, (ii) to take steps prior to entering into a contract (including any amendment to the Agreement) with

the Customer, (iii) to manage the contractual relationship, (iv) to perform the Service Provider's obligations under the Agreement, (v) to comply with any applicable legal and/or regulatory obligations, (vi) to ensure customer relationship management, (vii) to improve the quality of the Service Provider's products and services and (viii) for the purpose of providing the Customer with the Services, (ix) to market, promote and sell the Service Provider's products and services.

Depending upon the purposes of processing, the Service Provider relies on one or more of the following legal grounds for the processing of Personal Data: (i) the necessity for the performance of the Agreement (providing the Customer with the Services), (ii) the necessity for compliance with legal and/or regulatory obligations to which the Service Provider is subject and/or (iii) the Service Provider's legitimate business interests.

Where the Service Provider relies upon its legitimate business interests, this includes the pursuit of its commercial activities and objectives, the analysis and improvement of its position on the market, the marketing and promotion of its products and/or services (including through direct marketing) and the maintenance and development of the relationship with its customers.

The data subject (i.e. the individual whose Personal Data is being processed by the Service Provider) is not obliged to provide any Personal Data directly to the Service Provider. However, the Service Provider will require certain Personal Data concerning such data subjects in order to be able to perform the Services for the Customer.

The Personal Data provided by the Customer may be shared within the Service Provider's organisation on a 'need to know' basis (e.g., marketing, sales, etc.). In addition, the Service Provider may disclose Personal Data provided by the Customer to its (sub-)contractors, suppliers and service providers (e.g., marketing agencies, IT service providers).

The Personal Data provided by the Customer may be disclosed or transferred to other entities within the TCR group of companies, located both within and outside of the European Economic Area (EEA). In order to ensure adequate protection of the Personal Data when transferred to TCR group entities located outside the EEA in countries not offering adequate protection of Personal Data, the Service Provider has put in place appropriate contractual measures based upon the Standard Contractual Clauses approved by the EU Commission.

The Personal Data provided by the Customer shall be retained by the Service Provider for the duration of the contractual relationship and thereafter until the Personal Data are no longer necessary for the purposes set out above. In addition, there are laws and regulations that apply to the Service Provider which set minimum periods for retention of certain documents and/or information.

Data subjects (i.e., individuals whose Personal Data is being processed by the Service Provider) have the right to request access to and rectification or erasure of their Personal Data,

to request restriction of the processing or to object to processing. Data subjects have the right to object at any time and free of charge to the processing of their Personal Data for the purposes of direct marketing as well as the right to data portability. Data subjects also have the right to lodge a complaint with a supervisory authority.

For US: The Customer undertakes (i) to inform the data subjects whose Personal Data it has provided to the Service Provider about the contents of this Article and any other applicable privacy notices from the Service Provider provided or available to the Customer, (ii) to the extent necessary, to obtain the data subject's consent to share their Personal Data with the Service Provider and its subcontractors in accordance with this Article and other applicable privacy notices from the Service Provider and (iii) promptly after request from the Service Provider, to provide the Service Provider an executed attestation concerning the performance of its obligations pursuant to this Article and the permitted scope of use by the Service Provider and its subcontractors of the Personal Data furnished by the Customer.

Personal Data provided by the Customer under the Agreement be processed by the Service Provider for the following purposes: (i) to communicate with the Customer, (ii) to take steps prior to entering into an agreement (including any amendment to this Agreement, a Change Order) with the Customer, (iii) to manage the contractual relationship, (iv) to perform the Service Provider's obligations under the Agreement, (v) to comply with any applicable legal and/or regulatory obligations, (vi) to ensure customer relationship management, (vii) to improve the quality of the Service Provider's products and services.

Depending upon the purposes of processing, the Service Provider relies on one or more of the following legal grounds for the processing of Personal Data: (i) the necessity for the performance of the Agreement Contracts or for taking pre-contractual measures, (ii) the necessity for compliance with legal and/or regulatory obligations to which the Service Provider is subject and/or (iii) the Service Provider's legitimate business interests. Where the Service Provider relies upon its legitimate business interests, this includes the pursuit of its commercial activities and objectives, the analysis and improvement of its position on the market and the maintenance and development of the relationship with its customers.

The data subject (i.e. the individual whose Personal Data is being processed by the Service Provider) is not obliged to provide any Personal Data to the Service Provider. However, the Service Provider will require certain Personal Data in order to be able to perform this Agreement with the Customer and/or take certain steps prior to entering into a contract (including any Change Order) with the Customer.

The Personal Data provided by the Customer may be shared within the Service Provider's organization and with other entities within the TCR Group on a 'need to know' basis. In addition, the Service Provider may disclose Personal Data provided by the Customer to its subcontractors, suppliers and service providers (e.g. marketing agencies, IT service

providers) to facilitate Service Provider's performance of its contractual obligations.

The Personal Data so provided to the Service Provider may also be shared in response to a legal obligation, or if the Service Provider has determined that sharing Personal Data is reasonably necessary or appropriate to (i) comply with any applicable Regulation or any civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request, (ii) respond to legal process (such as a search warrant, subpoena, summons or court order), (iii) enforce the Agreement, (iii) cooperate with law enforcement agencies concerning conduct or activity that the Service Provider reasonably and in good faith believes may violate federal, state or local law or (iv) exercise or defend legal claims, or protect against harm to the rights, property, interests or safety of the Service Provider, any third party or the public as required or permitted by law.

The Service Provider may also share Personal Data while negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of assets.

The Personal Data provided to the Service Provider by the Customer shall be retained by the Service Provider for the Term of the Agreement and thereafter until the data are no longer necessary for the purposes set out above; provided that the Service Provider may continue to retain such data in order to satisfy its obligations under Regulations that apply to the Service Provider which set minimum periods for retention of certain documents and/or information (e.g. accounting, tax).

ARTICLE 18 – CHOICE OF LAW AND DISPUTE RESOLUTION

Governing Law. This Agreement and any dispute, controversy or claim arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, with respect to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual or statutory claims of any nature whatsoever, including warranty claims, tort claims or any other non-contractual or statutory claims ("**Dispute(s)**") shall be governed by and construed in all respects in accordance with the Governing Law, including its statute of limitations (as determined in the STs).

Dispute Resolution. Any Dispute which cannot be settled by mutual agreement without undue delay, shall be exclusively settled in accordance with the Dispute Resolution provisions of the STs.

ARTICLE 19 – COMPLIANCE WITH RELEVANT LAWS AND POLICIES – BUSINESS PRACTISES

19.1 The Parties will not use child labour or forced labour and shall apply the recognized principles with respect to the protection of international human rights.

19.2 The Parties warrant that they have not offered or accepted any form of bribe, inducement or other incentive in

return for entering into this Agreement or for the provision of any other goods or services.

19.3 The Parties shall comply with all applicable laws and regulations relating to anti-bribery, anti-money laundering and anti-corruption including such applicable laws and regulations in the jurisdiction in which the Parties have their registered office and/or business address and the jurisdiction in which this Agreement will be executed (if different).

19.4 The Parties shall not (and will take all reasonable steps to ensure that its personnel, agents, representatives or subcontractors or any other person acting on its behalf shall not) accept, solicit, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment.

19.5 The Parties will procure their suppliers or subcontractors to perform in strict compliance with this clause 19 and provide for similar clauses in its agreements with suppliers and subcontractors.

ARTICLE 20 - MISCELLANEOUS

No waiver. A failure to exercise any right or remedy provided under this Agreement shall not operate as a waiver of that right or remedy. No waiver shall be effective unless it is in writing.

Entire Agreement. This Agreement contains all the terms agreed between the Parties except for such variations in writing as shall be agreed in writing between the Parties.

Assignment. Neither Party shall assign, transfer or otherwise deal with its rights and obligations arising under or in connection with this Agreement except with the express written consent of the other Party (such consent not to be unreasonably withheld).

Confidentiality. Each Party shall not and shall procure that its employees, consultants, agents directors and officers shall

not disclose at any time (whether before or after the date on which this Agreement shall be terminated) to any person, firm or company any information of a confidential nature relating to the others business and each Party shall not and shall use all reasonable endeavours to procure that its employees, consultants, agents directors and officers shall not use for their own purposes nor for any purposes other than those intended by this Agreement any such confidential information of the other of them provided that each Party may disclose confidential information which it is required to disclose by law or any order of the court or any relevant regulatory body.

Writing/Notice. Any notice given to a Party under or in connection with this Agreement shall be in writing to the relevant Notice Recipient specified in the STs and shall be delivered by hand, by e-mail with receipt, or sent by pre-paid post, or by courier and shall conclusively be deemed to have been given or served at the time of delivery (if by hand), 9 a.m. on the next Business Day (if by e-mail), at 9 a.m. three Business Days from the time of posting (if by pre-paid post) or at the time recorded by the delivery service (if by courier). If deemed receipt under the precedent sentence would occur outside Business Hours in the place of receipt, it shall be deferred until Business Hours resumes.

Severability. If any provision or part-provision of this Agreement (including without limitation Article 13 and 14) is or becomes invalid, illegal or unenforceable, the Parties agree that it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Article shall not affect the validity and enforceability of the rest of the Agreement. The Customer and the Service Provider shall negotiate in good faith to amend such modified or deleted provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.