GENERAL TERMS AND CONDITIONS FOR AIRCRAFT ENGINEERING SERVICES

These General Terms and Conditions of Engineering Services (hereinafter – the "**General Terms**") shall exclusively apply to aircraft engineering and other consultancy services (as further defined under "Services" bellow) provided by FL Technics until full performance of the respective agreement for the provision of Services.

1. **DEFINITIONS AND ABBREVIATIONS**

   The following terms, expressions and abbreviations used in these General Terms shall have the following meanings:

   Affiliates – any companies or entities (i) directly or indirectly controlled by FL Technics, for which purpose control mean either ownership of more than fifty per cent (50%) of the voting rights and/or share capital (or equivalent right of ownership) of such companies or entities, or power to direct its policies and management, whether by contract or otherwise; or (ii) by which FL Technics is controlled in the aforementioned manner; or (iii) which are controlled by companies or entities in the aforementioned manner while FL Technics is controlled in the aforementioned manner by the same company or entity.

   Customer – a person or legal entity who or which, when entering into a Proposal with FL Technics, acts in exercise of his or its trade, business or profession.

   FL Technics – UAB FL Technics.

   IP Rights – all intellectual property rights, including, but not limited to patents, utility models, designs, copyright (including, but not limited to software), trademarks, trade names, know-how (including, but not limited to, documents, sketches, data and other information) and trade secrets.

   Services – engineering services for aircraft and installed components as further specified in the Proposals including but not limited to drafting of documents (Aircraft Maintenance Programme, Minimum Equipment List, Airport Handling Manual, etc.), managing of statements and statuses (airworthiness statuses, engineering orders, aircraft weight and balance reports, Emergency Equipment List, etc.), transition support (delivery/redelivery inspections, pre-purchase inspections, heavy maintenance supervision, engine maintenance support, flight data readout and analysis, consulting) and other services that may be defined in the Proposal at Customer's request.

   TCA – Transport Competence Agency (formerly known as Civil Aviation Authority of the Republic of Lithuania).

Written Form – any declaration signed by the issuer with its name in its own hand in original.

2. **SCOPE AND EXCLUSIVITY OF THESE TERMS AND CONDITIONS**

These General Terms shall constitute an inseparable part of FL Technics proposal, quotation, or any other similar document under which FL Technics agrees to perform Services in return for payment by the Customer, as applicable (hereinafter – the "**Proposal**"), unless (i) FL Technics expressly waives their applicability in Written Form, or (ii) FL Technics and the Customer (each a "**Party**", together the "**Parties**") have agreed on any other terms and conditions in Written Form.

Any Customer's standard terms and conditions are not applicable, even if FL Technics has not expressly rejected their applicability. Further, if FL Technics replies to any communication of the Customer that refers to the Customer's standard terms and conditions or any other set of terms and conditions (each being "**Other Terms and Conditions**"), such reply shall neither constitute an acceptance of such Other Terms and Conditions, nor shall it result in the acceptance of such Other Terms and Conditions.

The terms indicated in a specific FL Technics Proposal from FL Technics side, shall have priority over the terms and conditions of the General Terms. Acceptance and / or signing of the Proposal by the Customer shall be treated as acceptance of these General Terms. Any Proposal submitted by FL Technics shall be non-binding for FL Technics unless stated otherwise in the offer.

FL Technics shall have the right to sub-contract any or all of the Services provided it obtains the Customer's consent, which consent shall not be unreasonably withheld, as a result of FL Technics lack of capability or capacity.

FL Technics reserves the right to change, modify, add or remove these General Terms at any time by way of posting a new version of General Terms on its website in advance, at least 1 (one) month before the entry into force of the new version of General Terms. As regards the specific Proposal, the version of the General Terms which was valid at the time of concluding specific Proposal shall apply.

3. **SCOPE OF SERVICES AND QUALITY**

Unless otherwise agreed in Written Form, FL Technics shall perform the Services in accordance with the FL Technics Continuing Airworthiness Management Exposition (where applicable) and applicable airworthiness regulations and procedures as approved by the competent authority. All Services to be performed by FL Technics shall be performed in good faith and with at least that level of care and diligence as customarily exercised by professional engineering firms performing comparable services under similar conditions.

4. **PLACE OF PERFORMANCE**

Unless Parties agree otherwise in writing, the place of performance shall be at the relevant FL Technics facility location where the Services are performed (hereinafter – "**Place of Performance**").

5. **CUSTOMER'S OBLIGATIONS**

Customer shall supply FL Technics in advance with current (updated) and complete documentation required for Services performance.

All documents, correspondence, and other written matters in connection with the Proposal shall be in English.

If the Customer fails to supply FL Technics with the documents and/or information as per Article 1 above or if such documents/information are incomprehensible, incorrect or incomplete, FL Technics is not responsible for any delays and/or damages caused thereby and is entitled to terminate the contract with immediate effect after expiry of a reasonable grace period to be set by FL Technics. In such case, FL Technics shall be entitled to claim payment for the Services rendered up to the date of termination. The Customer may only use the results of the Services for the contractually agreed or intended purpose. Any other use is prohibited to the Customer.

If applicable, the Customer shall grant / make the aircraft possessor and/or the owner grant FL Technics' personnel unrestricted access (either remote or direct) to the aircraft and records/documentations in a timely manner. The Customer is responsible for acquiring (and for negotiation of the terms for such acquisition) all necessary permits such as, inter alia, permissions allowing taking pictures of the aircraft or entry into the airport premises.

6. **WARRANTY**

FL Technics warrants that Services shall be rendered in accordance with the EASA standards and TCA standards when work is carried out in accordance with TCA Certificate of approval for continuing airworthiness management.

This warranty is limited to FL Technics obligation to remedy the defective part of the Service free of charge if a detailed claim is raised within 30 (thirty) days after the Customer has found the defect in question but not later than within 180 (one hundred eighty) calendar days from completion and acceptance of the respective Services. The Customer must evidence that FL Technics did not properly perform the Services. FL Technics does not warrant for subcontractor's Services. For such Services any assignable rights to warranty granted to FL Technics by its subcontractor's / supplier's will be assigned to Customer. In case of demands, pretensions or warranty claim against a subcontractor FL Technics shall cede its rights against the subcontractor to the Customer. Subcontractor directly will response and be liable to the Customer for its breach of warranty.

FL Technics obligation with respect to the warrant claim shall only require FL Technics to correct the defective part of the Service. In case of a remedial action, the initial warranty period shall continue for the remaining period of the warranty as set forth in Clause 2 above.

If a defect is covered by this warranty, FL Technics shall first have the opportunity to correct any defect at its own cost and expense at FL Technics choice by mean of rectification of the defect or renewed service provision (hereinafter – "**Subsequent Performance**").

If such Subsequent Performance has failed or if a reasonable time limit for the Subsequent Performance to be set by the Customer has expired without a result or is superfluous, the Customer can request a reduction in price or can withdraw from the contract and claim damages. The Customer, however, is only entitled to claim damaged in accordance with Article 9 of these General Terms. FL Technics liability connected with or resulting from this warranty contained in Section 7 is limited and will not exceed the cost of correcting the defect and the amount allocable to the Service which gave rise to such warranty claim. The warranty and obligations of FL Technics set forth in this Article shall be FL Technics' sole, complete and exclusive liability and the Customer's sole, complete and exclusive remedy, in substitution for any and all other warranties, express or implied, arising by law or otherwise, with respect to any non-conformity or defect in any material, data or product delivered or service performed in relation to or under the contract including but not limited to (i) any implied warranty of merchantability or fitness for a particular purpose, (ii) any implied warranty arising from course of performance, course of dealing or usage of trade, (iii) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of FL Technics or any subcontractor (whether active, passive or imputed) and (iv) any obligation, liability, right, claim or remedy for loss of or damage to the product. Upon receipt of warranty claim, FL Technics shall reasonably approve or disapprove substantiation of any warranty claim as to any defect. Should the warranty claim be rejected, the services provided by FL Technics, including inspections costs and/or specialists assignment (if applicable), will be charged to Customer on a time-and-material basis. The warranty is non-assignable without the prior written consent of FL Technics.

7. **COMMERCIAL TERMS**

Prices for the Services shall be specified in the Proposal and invoice.
All rates prescribed in the Proposal and invoice do not include VAT (if such applies). In addition to the price for the Services, the Customer shall pay any taxes (including value added taxes, excise, import and export duties and etc.), any levies, and any other fees related to the Proposal (including withholding taxes). All payments to be made by the Customer hereunder shall be made without set off or counterclaim, free and clear of and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties or Withholdings (hereinafter – the "**Withholding**"). If the Customer is compelled by law to make a Withholding the Customer will ensure that the deduction does not exceed the minimum legal liability therefore and the Customer shall pay to FL Technics such additional amounts as may be necessary to ensure that FL Technics receives a net amount equal to the full amount that would have been received had the payment not been made subject to such Withholding. FL Technics shall not be liable for any VAT or any taxes, duties or similar charges which arise in any jurisdiction other than Lithuania, and these will be covered by the Customer. Should any taxes be levied by any government or any tax authority against any payment by Customer to FL Technics under the Proposal and should FL Technics not actually receive on due time a net amount equal to the full amount

provided for under the Proposal, Customer shall pay all necessary additional amounts to ensure receipt by FL Technics of the full amount so provided.
All payments in connection with the Proposal shall be made in the currency specified in the invoice to the bank account specified in the invoice. Any fees charged by a bank in connection with the transfer of funds from Customer to FL Technics will be borne by Customer.
Invoices for Services rendered on fixed price basis shall be issued before commencement of each Service with regard to each Aircraft.
Invoices for Services rendered on “time-and-material” basis shall be issued on monthly basis.
Customer shall be obliged to make payment within 10 (ten) calendar days from the issuance date of copy of the invoice, unless otherwise agreed between the Parties in writing. Copies of invoices shall be sent to the Customer via email, or the originals of the invoices shall be sent by post. Customer is responsible for the timely provision of information about the change of details, including email address and the postal address. Failure to timely inform FL Technics does not excuse or relieve the Customer from timely compliance with the payment obligations outlined herein.
If any payment by the Customer would otherwise fall due on a day, which is not a business day, the due date shall be brought forward to the immediately preceding business day.
Should any delay of the payments occur, the Customer shall pay to FL Technics a penalty at the rate of 0.1% of the value of the late payment for each day of delay. Interest shall be immediately payable on demand. Customer shall notify to FL Technics any disputed amount within seven (7) Days from the invoice issuance date, accompanied with all relevant justification. Customer shall not withhold the payment of any amount of any invoice, nor shall Customer set off any amount against invoices. After settlement of the dispute, the eventual adjustment of the invoice (and late payment charge) will be made. All invoices shall become due and payable immediately upon the occurrence of a breach by Customer to perform its obligations as agreed under the Proposal. In case of repeated late payments, FL Technics reserves its right to request other payment terms to Customer (such as but not limited to a letter of credit or cash before delivery), or to immediately terminate without legal notice the Proposal or any part thereof without prejudice to any other rights that FL Technics may have under the Proposal or at law.
In the event that any sum is not paid by the Customer when due then FL Technics shall be entitled to suspend further performance of its obligations until all outstanding amounts have been received by FL Technics and the time for performance of such obligations shall, at FL Technics option, either be extended by a period equal at least to the duration of the suspension plus twenty four (24) hours or shall be re-scheduled.
In case of non-payment by Customer FL Technics has by virtue of its Services rendered a contractual right of retention and a contractual lien over the subject matter in its custody as well as the right to repossess any property of FL Technics in Customer’s possession. These rights as well as a set-off right may also be claimed

for Services rendered or material supplied previously. FL Technics may set off amounts due to Customer against amounts due by Customer, even if such amounts are not liquid, fungible and/or payable. FL Technics will notify Customer of such set off. In case payments are due under one or more invoices, FL Technics shall be entitled at its own discretion to set off any amounts paid by Customer against any outstanding invoices due under any agreement between the Parties without regard to the actual purpose of the payment (reference) indicated by Customer at the time when the payment (transaction) was made. Such set-off shall be without prejudice to any other rights that FL Technics may have under the Agreement or at law.
Notwithstanding any reference contained in any of the Customer‘s payment order or other relevant document, in the event FL Technics receives smaller amounts than the whole amount payable by the Customer or, in the event the Customer is late to pay invoices, FL Technics has the right to allocate any amounts received under the Proposal based on FIFO or any other reasonable basis without separate alignment with Customer. In the event that payment is applied to invoice or another form of payment obligation, other than the one indicated by the Customer, FL Technics undertakes to notify the Customer about the allocation of the payment received.
All rates will be escalated by 3% (three percent) on 1 January of each year.

8. **LIABILITY**

FL Technics, its personnel and its subcontractors shall not be liable for any damage to, or loss of, property of Customer including the aircraft, or injury or death or any other damage directly or indirectly caused to Customer’s directors, officers, employees, agents, servants or third Parties during or after, due to, or in connection with, or in consequence of the performance or non-performance of the Proposal (including third parties’ claims), unless to the extent caused by wilful misconduct or gross negligence of FL Technics or its subcontractors, and Customer shall indemnify and hold harmless FL Technics, its directors, officers, employees, agents, servants and subcontractors against any and all such claims including costs and expenses incident thereto. In case of disagreement on FL Technics liability or its levels, Customer shall provide all required information and documentary proof, including legal memorandum from a reputable law firm, showing FL Technics gross negligence or wilful misconduct caused damages.
Notwithstanding anything to the contrary contained in the Proposal, in no event, whether in contract or tort, as a result of breach of Proposal, statutory duty or warranty, as a result of misrepresentation, restitution, product liability, patent infringement or otherwise, FL Technics will be liable for any loss of profit, loss or damage of goodwill, loss of use, loss of revenue, loss of contracts, increased costs and expenses, wasted expenditure, loss of sales or business, loss of prospective economic advantage, costs incurred as a result of the lease of a spare aircraft or item or other costs resulting from the unavailability of an aircraft or an item, accommodation and compensation of passengers, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information and/or for any and all special, consequential, incidental, resultant or indirect damage or punitive or

exemplary damages.
FL Technics total liability for any and all demands, pretensions or claims, whether in contract between FL Technics and Customer, warranty, tort or restitution, product liability, patent infringement, or for breach of statutory duty or misrepresentation or otherwise, for any damages arising out or connected with, or resulting from the performance, or non-performance of any service will not exceed the price allocable to the Service / products which gave rise to the demand, pretension or claim.
Nothing in these General Terms shall exclude or in any way limit either Party liability: (i) for fraud; (ii) for death or personal injury caused by its negligence, or (iii) any other liability to the extent such liability may not be excluded or limited as a matter of law.
FL Technics and Customer are fully aware and agree to FL Technics liability limitation and acknowledge that prices and rates for services specified in the Proposal have been calculated, inter alia by specific reference to the exclusions and liability limitations.

9. **THIRD PARTY CLAIMS.**
The Customer shall indemnify and hold FL Technics and it's directors, officers, personnel, subcontractors harmless from and against all claims of third parties to the extent that FL Technics would not be directly liable to the Customer for such claims under the Proposal.

10. **INSURANCE**
The Customer shall, at its own cost, maintain aviation liability insurance appropriate to the nature of the services and in accordance with the then current industry standards and applicable regulations, including third-party and products liability, and, where applicable, hull and hull war insurance. Such insurance shall (i) name FL Technics, its affiliates, employees, and subcontractors as additional insureds to the extent of their liability under the agreement and (ii) include a waiver of subrogation in favour of these parties, except in cases of gross negligence or willful misconduct. Upon request, Customer will provide FL Technics with a certificate of insurance (reinsurance if applicable).
FL Technics reserves the right to not commence the provision of the Services until the certificates of insurance and all the relevant information mentioned in this Clause are received by FL Technics. FL Technics shall not be held responsible or liable for any kind of delay resulting from lack of certificates of insurance received from the Customer.
Failure by the Customer to evidence the certificates of insurance or include necessary provisions required by Clause 10.1 shall not relieve the Customer from the insurance requirements set forth and/or in any way relieve or limit its obligations and liabilities under any other provision of these General Terms. Customer understands that obligations related to insurance are of the essence and releases, indemnifies, defends and waives FL Technics' any liability and obligations under any provision of these General Terms or the Proposal for the duration of the Customer's failure to comply with the requirements of this clause. FL Technics shall not have any

obligations and liability under any other provision of these General Terms or the Proposal if the Customer fails to provide to FL Technics the required insurance certificate and/ or fulfil the insurance requirements as described herein above.

11. **EXCUSABLE DELAYS**

The Parties agree that it will be deemed not to be FL Technics' fault and FL Technics will not be held liable if such performance dates or other agreed upon time limits are not met for reasons such as but not limited to (hereinafter – the "**Excusable Delay**"):

- If Customer fails to make any payment due on time and FL Technics suspends further performance of the Services until all outstanding amounts are received by FL Technics;
- an aircraft, material, required up to date technical documentation: (certificates, reports, specifications, datasheets), required equipment, insurance certificates or securities to be supplied by Customer not being available, is incomplete, available but not fit for purpose of Services provision or being supplied late or Customer not accepting suitable material offered by FL Technics;
- Customer withholding or delaying its consent / instruction / information where such consent / instruction / information is required;
- If caused by force majeure including but not limited to acts of God or the public enemy, war, civil war, war like operations, insurrections or riots, fires, flood, explosions, earthquakes or serious accidents, epidemics or quarantine, any act of Government, allocation regulations or orders affecting material facilities or completed work, strikes, labour troubles causing cessation, slowdown or interruption of work, general hindrance in transportation, or any other circumstances beyond FL Technics reasonable control;
- Unfinished maintenance or other works which, at the sole discretion of FL Technics, are considered to have impact on Services' provision;
- When applicable, during the period required for the application and issuance of the export license or any other authorization or in the event the issuance of such export license/authorisation was refused by the relevant authority, including all types of permits, licenses or authorisations required for the dedicated staff of FL Technics no matter if arranged by the Customer or FL Technics;
- additional tasks which were not part of the contracted work scope being carried out by FL Technics upon Customer's request;

- any other cause to the extent such cause is beyond FL Technics control and not occasioned by FL Technics fault or negligence;

- FL Technics rightfully stopping or refusing the performance of Services.

Nothing contained in this Agreement shall require FL Technics to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to FL Technics by any government.
If FL Technics is prevented by Excusable Delay from timely performance of any of its obligations hereunder, the time for performance will be extended by a period of Business days equal to the time lost by reason of such delay, however, always subject to FL Technics' manpower availability.

12. **FORCE MAJEURE**
All events or circumstances, the prevention of which is beyond FL Technics' reasonable control such as, but not limited to, acts of God and the public enemy, terrorism, war, insurrections or riots, blockades, fires, floods, explosions, earthquakes, storms, serious accidents, infectious disease, epidemics, pandemics, endemics or quarantine, any act or omission of government or governmental authority (such as, but not limited to, delays with any customs clearance despite FL Technics having properly applied for it in due time or as a result of clarification with customs authorities), strikes of labour troubles causing cessation, slowdown or interruption of work, general hindrance in transportation, general supply shortages and interruptions, shall release the Parties from their obligation of delivery or acceptance for the duration and to the extent of such events or circumstances.

13. **EVENT OF DEFAULT**
The occurrence of any of the following will constitute an event of default and material breach of the Proposal (hereinafter collectively –
"**Event of Default**"):

- Party fails to make any payment due hereunder in the manner and by the date provided herein and fails to make such payment within twenty (20) calendar days after such payment is due;

- Party fails to make any payment due under any other proposal or agreement between the Parties or otherwise for more than twenty (20) calendar days after such payment is due or otherwise materially violates any other agreement between the Parties;

- Party (i) suspends payment on its debts or other obligations, (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due, (iii) is adjudicated or becomes bankrupt or insolvent or (iv) proposes or enters into any composition or other arrangement for the benefit of its creditors generally;

- any proceedings, resolutions, filings or other steps are instituted or threatened with respect to the Party relating to the bankruptcy, liquidation, reorganization or protection from creditors of the Party or a substantial part of the Party's property;
- any changes in the applicable export control laws and regulations (under such jurisdiction as, inter alia, the United Nations, the European Union, the United States of America, the Republic of Lithuania), which might have a direct or indirect effect on the performance of the Proposal;
- if the Customer fails to comply with the covenants, requirements, representations or warranties set forth in these General Terms.

In the Event of Default by Customer, FL Technics may, upon written notice to Customer, (i) suspend its performance in whole or in part, (ii) terminate the Proposal and/or (iii) declare all sums owing to FL Technics immediately due and payable. Exercise of any of the foregoing remedies by FL Technics shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to FL Technics under the applicable law.

14. **IP RIGHTS**

Title to all IP Rights disclosed documents or data (including but not limited to plans, drawings, patterns or designs) supplied by FL Technics to the Customer under the Proposal or created during the Services, shall remain with FL Technics or any third party which is entitled to such IP Rights.
The FL Technics is authorised to reproduce, modify and re-use the information received and the know-how (methods, processes, etc.) acquired during the performance of the Proposal, as well as any reports, documentation, plans, drawings, software and any other information, including technical information, regardless of the medium, in connection with the provision of the Services (and any supplies) without a time limit, excluding the Customer's data and information and subject to the applicable confidentiality provisions.

15. **CONFIDENTIALITY**

FL Technics and Customer shall keep all details connected with the Proposal between FL Technics and Customer strictly confidential and shall not disclose any details of Proposal to any third party without first obtaining a written consent of the other Party, except (and only insofar as is necessary) in connection with the performance by the Parties hereto of their obligations under the Proposal or for the purpose of legal proceedings related thereto. Notwithstanding the previous sentence FL Technics shall have a right, but not an obligation, to disclose any and all information under the Proposal as it deems appropriate to the owner of the respective Aircraft and the Customer hereby expressly consents to such disclosure.

16. **PERSONAL DATA PROCESSING**
    Each Party agrees to comply with FL Technics' General Terms of Personal Data Protection: https://fltechnics.com/general-terms-ofpersonal-data-protection/.

17. **GOVERNING LAW AND DISPUTE RESOLUTION**
    Proposal and these General Terms and any legal relationship with the Customer that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of the Republic of Lithuania.
    Any dispute or difference arising between the Parties hereto as to the construction of the Proposal and these General Terms or any other matter or thing arising hereunder or in connection therewith shall in the first instance be settled by the Parties in good faith through friendly negotiations. Failing such settlement, the Courts of Lithuania shall settle such disputes in accordance with Lithuanian law.

18. **INTERNATIONAL TRADE REGULATIONS AND EXPORT CONTROL**
    The Customer confirms, agrees with and guarantees compliance with the FL Technics' General Terms of Compliance published on the FL Technics' website https://fltechnics.com/general-terms-of-compliance/.
    Each Party acknowledges that the goods, services or any data provided pursuant to this Proposal may be subject to, and controlled by, the export laws and sanctions regulations of European Union, the United States and other applicable countries which regulates dual-use goods, software, technology, encryption and certain military items to countries around the world (collectively referred to as "Export Laws").
    The Customer agrees to comply with all applicable Export Laws. Goods, services and data required to be provided in accordance with the Proposal shall only be supplied in accordance with the then applicable Export Laws.
    Neither Party shall be required to perform any obligation specified in the Proposal that would result in or require it to breach of any applicable Export Laws.
    All required export licenses and permits must be in place, before applicable goods or data are shipped to or from either Party, and prior to any applicable Services to be provided. The receiving Party may refuse any goods or data shipped prior to proper licensing or equivalent export authorization being obtained and may return any such goods to the shipping Party at that Party's expense.
    Each Party agrees not to export or re-export the goods or data provided pursuant to the Proposal in violation of the applicable Export Laws.
    FL Technics shall not be liable for any damage or costs incurred by Customer (and/or aircraft's owner) if any delivery or re-delivery of Services and/or aircraft under the Proposal or if the performance of any Services is delayed due to the refusal to issue a license by any governing authority.

19. **SEVERABILITY**
    Voidness or invalidity of individual provisions of these General Terms shall not effect the validity of the remaining provisions hereof. In such case, the Parties shall be

deemed to have made such agreements as come the closest to the commercial purpose of the void or invalid provision and the intention of the parties.

20. **ASSIGNMENT**

The Customer shall not have a right to cede, assign, delegate or in any other manner transfer any of its rights and/or obligations under Proposal and these General Terms without prior written consent of FL Technics. However, FL Technics shall be entitled at its sole discretion to assign (transfer) without the Customer's additional consent (this provision shall be deemed as the Customer's sufficient consent) any rights and obligations under the Proposal and these General Terms to any of its Affiliates. In case of such assignment the terms of Proposal and these General Terms will be binding upon assignees. Any of unauthorized assignment shall be null and void and constitute breach of these General Terms.

21. **MISCELLANEOUS**

The Parties agree that this Proposal, and any documents, notices or other instruments ancillary hereto, may be executed and delivered by electronic signature (including but not limited to PDF copies of original signatures transmitted by email, DocuSign, Adobe Sign, or similar digital signature platforms). An electronic signature shall, for all purposes, have the same validity, effect, and enforceability as an original handwritten signature and shall be deemed an "original" for contractual and evidentiary purposes. For the avoidance of doubt, the Parties expressly waive any requirement that an electronic signature be a qualified electronic signature under the eIDAS Regulation (EU) No. 910/2014, UK eIDAS regime, or any analogous statute, except where a mandatory statutory requirement exists.