

Compliance Undertaking

Acceptance of the following compliance acknowledgements, representations, warranties and undertakings shall form an important, inviolable and integral part of any agreement entered into between the parties.

Both parties hereby agree and acknowledge that it is of utmost importance to comply fully with any and all applicable laws, regulations and other legal instruments of all relevant jurisdictions, being applicable due to either party's place of incorporation, registration or seat of business, the potential scope of work and envisaged activities, or for any other reason whatsoever. Such laws and regulations include but are not limited to the anti-corruption instruments of the European Union and its member states, especially Germany, the United Kingdom of Great Britain ("UK") and the United States of America ("US") – such as the US Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010 as amended and where applicable legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials (such laws and regulations are understood as "Anti-Corruption Laws").

Both parties hereby agree and acknowledge further that full compliance with any applicable laws, regulations and instruments in terms of record keeping, reporting and auditing requirements, and anti-money-laundering related aspects which are affected by the scope of activities under this Agreement (hereinafter "Financial and Money Laundering Laws") is mandatory.

The Purchaser (as defined in HENSOLDT UK Standard Terms and Conditions of Sale – June 2020) hereby represents and warrants that, in respect of the proposed transaction and agreement, neither it nor any of the Purchaser's owners, directors, officers, employees has offered, given, promised, authorised, demanded or accepted the payment or transfer of any financial or other benefit or advantage (or implied that they will or might do any such thing at any time in the future) to any government official or officials which shall mean any officer, agent or employee of a government, government-owned enterprise or any agency, department or instrumentality thereof, political party or public international organization, a candidate for government or political office or agent, officer or employee of any entity owned or controlled by the government including military and law-enforcement entities in order to influence any decision or which could reasonably or objectively be perceived to be likely to influence any decision by that government officer or officers in the proper discharge of their function or activity, and further hereby undertakes that it shall not do so in future; rather the Purchaser shall conduct its business at all times in any ethical and lawful manner.

The Purchaser hereby represents and warrants that it has at all times taken reasonable measures and made all reasonable endeavors to prevent any and all subcontractors, agents or other third parties subject to its control or determining influence from committing any of the acts or omissions detailed in the foregoing paragraph and to generally ensure compliance by said subcontractors, agents or other third parties of all applicable laws and regulations, including without limitation the Anti-Corruption Laws and the Financial and Money Laundering Laws.

The Purchaser hereby represents and warrants that it has and shall maintain adequate procedures in order to ensure compliance with all applicable laws and regulations, including the Anti-Corruption Laws and Financial and Money-Laundering Laws. In addition, the Purchaser acknowledges and accepts the Hensoldt Anti-Corruption Policy (available on request) and as updated from time to time. The Purchaser further represents and warrants that no government official is associated with, or owns any interest, whether directly or indirectly, in the Purchaser or has any legal or beneficial interest in the envisaged business or actions that would be undertaken by the parties. None of the Purchaser's principals, owners, directors, officers, employees, subcontractors, agents or other third

parties subject to its control or determining influence are currently government officials. The Purchaser will promptly notify HENSOLDT of any association with or connection to any government official or politically exposed person.

The Purchaser represents and warrants to promptly provide accurate and complete information upon reasonable request by HENSOLDT (to be determined by HENSOLDT in its sole and absolute discretion) or any government authority on any actual, alleged or suspected breach of any Anti-Corruption Laws and / or Financial and Money Laundering Laws and any other applicable laws, administered or enforced by any government authority as well as the above-mentioned Hensoldt Policy.

The Purchaser hereby undertakes to notify the other party in writing immediately and without delay if it becomes aware of any actual or potential breach of applicable laws and regulations by the Purchaser or by any of its owners, directors, officers, subcontractors, agents or other third parties subject to its control or determining influence. Any breach of applicable laws and regulations by the Purchaser, in particular but without limitation the Anti-Corruption Laws and the Financial and Money Laundering Laws, shall entitle HENSOLDT to terminate any agreement entered into between the parties with immediate effect without liability to provide any compensation or damages whatsoever.

June 2020