

SIKORSKY AIRCRAFT CORPORATION
SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS

To the extent the Terms and Conditions contained herein conflict with those in the applicable Lockheed Martin CorpDoc Terms, the terms contained in this Supplement shall control.

1. Aviation Unique Requirements

- a) Seller shall be registered on the Government-Industry Data Exchange Program (GIDEP) and shall have an active GIDEP Alert screening process. Seller shall immediately notify Buyer and GIDEP of any issues that Seller identifies as a potential GIDEP concern. Seller shall immediately notify Buyer upon receipt of any GIDEP Alert related to Work, and shall provide Buyer a list of all affected Work by identifying the Contract, part number, lot number and lot date, invoice number, serial number, or any other identifying numbers or information as applicable. For GIDEP Alerts caused in whole or in part by the , [d]3(eli)12(v)-4(er)10(ed)]T#TBT1 0 0 1 145.762.91 Tm(,)T#TBT1 0 0 1 14

b) Information, including financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, that is or was: (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Contract. If Buyer furnishes sample products, equipment or other objects or material to Seller, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Contract.

Canada Civil Aviation (TCCA) or other government approval to do so, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of Sikorsky Aircraft Corporation and/or its Affiliate issuing the Order is not authorized and may result in criminal and/or civil liability."

- k) Notwithstanding any proprietary or confidential labels or markings, all information of Seller disclosed to Buyer relating to the Contract will be deemed non-confidential and the content of the Contract may be disclosed by Buyer to " Affiliates " # " # . Moreover, Buyer may disclose all Seller information, in accordance with applicable governmental regulations, to the FAA, the European Aviation Safety Agency (EASA), TCCA, any other governing international airworthiness certifying authority, and/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.
- l) Seller agrees that it will not accept from any third party, or use, any information that appears to be similar to h @ except that Seller may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Purchase Order and contain obligations no less stringent than this Section. Seller shall promptly notify Buyer if Proprietary Information is offered to Seller by a third party or of the suspected possession of Proprietary Information by a third party.
- m) o h @ h ke it easier for Seller to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for, Work that are the same Work or that have the same form, fit and function, as Work Seller supplies to Buyer pursuant to an Contract hereunder. Seller also acknowledges that Buyer's goodwill and reputation which become associated with Work supplied by Seller pursuant to a Contract hereunder once approved for use in Buyer's products make it easier for Seller to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for those Work, or Work that have the same form, fit and function, for use in Buyer's products. Seller agrees that it shall not manufacture or repair Work that Seller supplies to Buyer pursuant to an Contract hereunder, or manufacture or repair Work having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining FAA or other government approval for any such Work, without first notifying Buyer and obtaining Buyer's written consent. o Work to be manufactured or repaired, or for which application for or assistance to another entity in obtaining FAA or other government approval for such Work is to be provided, (b) identify the corresponding Work Seller supplies to Buyer and (c) provide Buyer with sufficient information to demonstrate that Seller will manufacture or repair, or apply for or assist another entity in obtaining FAA or other government approval for such Work (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property If Seller manufactures or repairs any such Work, or applies for or assists another entity in obtaining FAA or other government approval for any such Work, for use in Buyer's sidered a breach of the Contract and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.
- n) Seller shall not make accessible or sell completed or partially completed or defective Work manufactured using or containing Proprietary Information to any unauthorized third parties. Work not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).
- o) For Proprietary Information exchanged in connection with the Contract, the terms of this Section shall supersede any provisions regarding the protection of Proprietary Information in any other agreement between the Parties.

