

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER ALC/19/649
UAE Logistics Support Package 3

Generated using Lockheed Martin CorpDocs 2018 Version

13 APRIL 2020

ORIGINAL

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

RESERVED

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

The following Section clauses are incorporated into the Contract in full-text:

ARTICLE 28—POLITICS

- 28.1 The SELLER's employees will perform their duties in respect of the execution of this Contract with care and diligence. They shall refrain from participating in the politics of the UAE and are forbidden to deal in any private business for profit in the UAE. In the event of such an occurrence, the SELLER at its own expense will replace the employee upon request of the BUYER without any loss of time.

ARTICLE 31--MISCELLANEOUS

- 31.1 It is understood by the **PARTIES** that the **SELLER** has not directly or indirectly entered and will not enter into consultancy deal or any other contract with any of the commercial firms, companies or any person to act on its behalf as its agent or consultant in consideration of certain amount of fees or remuneration in order to facilitate and promote the negotiation and finalization of this Contract.
- 31.2 Similarly it is understood that no commission, remuneration or fees have been or will be, through gratuities, gifts or personal payment granted either directly or indirectly or in any way conferred by the **SELLER** in connection with this Contract to any officer or personnel or civilian, as a bribe or commission for securing their signature in connection with this Contract negotiations or performance.
- 31.3 The **SELLER** also assures that there is no such promise legally binding on it and if any such commitment or obligation is made in ignorance by the **SELLER** with any firms or companies in the past the same is considered non-binding.
- 31.4 Reserved

39.7 DISSEMINATION OF CONTRACT SENSITIVE INFORMATION:

- 39.7.1 The **SELLER** and its employees undertake to hold confidential and secure all technical Data and other information related to or resulting from this Contract, submitted by **BUYER**, or supplied on its behalf, including but not limited to, the dissemination, publishing and/or disclosure of information, or Data, or drawings, or maps, or geographical coordinates of military or civilian works sites, or any other information relating to the security and confidentiality of this Contract without prior written consent from the **BUYER**.
- 39.7.2 Expiry, completion or cancellation of this Contract shall not release the **SELLER** from its obligation under this Article.
- 39.7.3 The **PARTIES** agree that, to the maximum extent possible, disputes about the **SELLER's** noncompliance with this Article shall be resolved by negotiation and/or mediation. Any disputes related to or resulting from confidentiality obligation breach

under this Article 39 that cannot be so resolved shall be referred to and settled pursuant to the Disputes clause of the CorpDocs.

39.7.4 Reserved