

## GENERAL TERMS OF COMPLIANCE

These General Terms of Compliance were last updated on the 1<sup>st</sup> February 2023

- 1.1. The Customer / Client / Supplier / Service Provider / Vendor / Lessor / Lessee / Partner / Agent / Subcontractor (the “**Company**”) represents, warrants and undertakes to Storm Aviation Limited (including its existing and future subsidiaries) (“**Storm Aviation**”) that:
  - 1.1.1. Neither the Company nor any of its directors, officers, employees, contract workers, assigned personnel, subsidiaries nor, to the best of the knowledge of the Company (having made due and careful enquiry), any agent, subcontractor, supplier or affiliate or other person associated with or acting on behalf of the Company is an individual or entity (the “**Person**”) that is, or is acting on behalf or for the benefit of the Person that is, or is owned or controlled by the Persons that are:
    - (a) currently the subject or the target of any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdictions where Storm Aviation Limited and the Company are incorporated, carry out business or the Order is performed or any governmental or regulatory authority, institution or agency of any of the foregoing, including but not limited to the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State, the United Nations Security Council, the Council of the European Union, HM Treasury or other relevant sanctions authority (including but not limited to the designation in the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List maintained by the US Department of Commerce, the UK Sanctions List, and the OFSI Consolidated List maintained by HM Treasury, or any other list issued or maintained by any foregoing sanctions authorities of persons subject to sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time) (collectively, the “**Sanctions**”); or
    - (b) located, organised, operating or residing in a country, region or territory that is, or whose government is, the subject or the target of the Sanctions from time to time, including but not limited to Crimea, Cuba, Iran, North Korea and Syria;(each such Person is hereinafter referred to as the **Sanctioned Person**).
  - 1.1.2. From its date of incorporation the Customer has not engaged in, is not now engaged in, nor will engage in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was Sanctioned Person.
  - 1.1.3. The Company shall not, directly or indirectly, use the benefit received from the contract/order (the “**Agreement**”) including but not limited to services or goods acquired: (i) to facilitate any activities or business of or with any Person that is the Sanctioned Person; or (ii) in any other way or manner that would result in a violation of the Sanctions by Storm Aviation Limited.
  - 1.1.4. The Company and any Person that may be involved by the Company in the execution and/or the performance of the Agreement has complied and shall comply with all

national, supra-national, local or foreign laws and regulations in relation to combatting against bribery, fraud and racketeering, corruption, money laundering and/or terrorism administered, enacted or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdiction where the Company is incorporated, carries out business or the Agreement is performed (collectively, the “**ABC/AML Laws**”) and that neither the Company nor the Person that may be involved by the Company in the execution and/or the performance of the Agreement has violated, is in violation of, or will violate the ABC/AML Laws.

- 1.1.5. The Company has not been involved, will not be involved in, or attempt to be involved in modern slavery or human trafficking or agree or attempt to assist any person who is involved in modern slavery or human trafficking in any activity which would violate the UK Modern Slavery Act 2015 or any similar applicable law or regulation.
- 1.1.6. The Company has not received and shall not receive any convictions, findings, fines, warnings or penalties issued by any competent authority in relation to anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions.
- 1.1.7. If at any time the Company becomes associated with potential violations of anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions regulations, the Company shall promptly, but not later than within 5 (five) calendar days, notify Storm Aviation Limited thereof in order to allow Storm Aviation Limited to examine the situation and assess risks, whereupon Storm Aviation Limited shall be entitled to terminate the Agreement pursuant to Clause 1.6.
- 1.1.8. The Company shall at its own expense, comply with all laws, ordinances, rules and regulations (including but not limited to the 10 principles of UN Global Compact and 4 fundamental principles of International Labour Organisation (ILO) and other pertaining to health, sanitation, fair trade, consumer protection or prevention of harm or damage to the natural or social environment in respect of the assets, business and operations of the Company, obtain all licenses, approvals and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and the Company shall not take any action which will cause Storm Aviation Limited to be in violation of any law, regulation or ethical standard of any applicable jurisdiction.
- 1.1.9. The Company maintains at all times adequate systems, controls and procedures to ensure that it and its directors, officers, agents, employees, contract workers, subsidiaries, subcontractors or suppliers and any other persons associated with it comply with the Sanctions and the ABC/AML Laws.
- 1.1.10. The Company shall promptly upon request of Storm Aviation Limited supply such information and documentation as is requested by Storm Aviation Limited in order for Storm Aviation Limited to carry out the verification of the Company and decide on the on-boarding of the Company pursuant to the internal procedure applied by Storm Aviation Limited to verify the identity of its counterparties, any Persons involved in the execution and/or performance of the Agreement, their key personnel and ultimate beneficial owners, risk assessment and on-boarding (the “**KYC Procedure**”);
- 1.1.11. Information and documentation conveyed by the Company during the KYC Procedure is true, accurate, complete and not misleading in any way and was provided without omission of any material information and the Company shall promptly, but not later than within 5 (five) calendar days, notify Storm Aviation Limited of any changes to any information and documentation during the KYC Procedure or if it subsequently

discovers anything which renders any such information untrue, inaccurate or misleading in any material respect, whereupon the Company shall repeatedly undergo the KYC Procedure.

- 1.2. The representations and warranties made by the Company in Clause 1.1 are continuing and shall be true at the time of execution of each Agreement as well as at all times during validity of the Agreement. In case of any disagreements as to the Company's compliance with provisions of Clause 1.1, the Company at its own expense shall cause to be furnished to Storm Aviation Limited a legal opinion of a reputable law firm satisfactory to Storm Aviation Limited, clarifying the status of the foregoing.
- 1.3. The Company shall indemnify and hold Storm Aviation Limited harmless against any losses, damages, fees, costs and expenses (including but not limited to any legal costs) incurred by Storm Aviation Limited as well as any monetary sanctions arising out of or in connection to incorrectness, inaccuracies in any the Company representations or warranties set out in, or any failure of the Company to comply with any provisions of, Clause 1.1 (each, the "**Compliance Breach**").
- 1.4. Upon occurrence of any Compliance Breach, the Company shall be deemed as having committed a material breach of the Agreement, whereupon Storm Aviation Limited shall be entitled, by giving a written notice to the Company with immediate effect, to:
  - 1.4.1. unilaterally suspend performance of Storm Aviation Limited's obligations under the Agreement in whole or in part until the Compliance Breach is remedied to the full satisfaction of Storm Aviation Limited;
  - 1.4.2. declare all sums owing to Storm Aviation Limited under any agreement immediately due and payable;
  - 1.4.3. demand that the Company reimburses, and the Company shall promptly but no later than within 5 (five) calendar days upon Storm Aviation Limited's notice reimburse, any losses, damages, fees, costs and expenses (including but not limited to any legal costs) suffered or incurred by Storm Aviation Limited's as a result of or in connection with any Compliance Breach; and/or
  - 1.4.4. unilaterally terminate the Agreement in whole or in part on an out of court basis.
- 1.5. The rights and remedies of Storm Aviation Limited's set out in Clause 1.4 may be exercised concurrently or in any order and are not exclusive of any other rights or remedies available to Storm Aviation Limited by agreement, law or otherwise nor shall give rise to any Storm Aviation Limited's liability in connection with their exercise.
- 1.6. Without prejudice to Clause 1.4, Storm Aviation Limited shall be entitled, by giving a written notice to the Company effective immediately, to unilaterally terminate the Agreement in whole or in part on an out of court basis if at any time Storm Aviation Limited becomes aware of any relationship of the Company with the Sanctioned Person or any association of the Company in potential anti-bribery and corruption, anti-money laundering, modern slavery regulations violations, which at Storm Aviation Limited's sole discretion entail an undue financial, reputational, operational, strategic or regulatory risk to Storm Aviation Limited, whereupon all sums owing to Storm Aviation Limited under the Agreement shall become immediately due and payable.
- 1.7. With regard to the Compliance Breach which is a breach of Clauses 1.1.5 and 1.1.8, Storm Aviation Limited shall be entitled to terminate the Agreement in whole or in part only if it has not been remedied by the date falling 60 (sixty) calendar days from such breach being notified by Storm Aviation Limited.

