

## - GENERAL TERMS AND CONDITION FOR THE PURCHASE OF GOODS AND SERVICES -

1 - GENERALITY - Unless otherwise agreed in writing between the parties, the agreement between Skylogic S.p.A. ("Skylogic") and the Supplier is composed by the Order and these general terms and condition of purchase. The agreement is the full expression of the agreements between Skylogic and the Supplier and cannot be modified, except by written agreement duly signed by an authorized Skylogic representative and an authorized Supplier representative. In case of contrast between these general terms and conditions and the Order, these general terms and conditions will prevail. The parties acknowledge and agree that any Supplier's terms and conditions will not be applicable. The number of this Order must be expressly specified on all the Supplier's documentation (delivery note, SAL, invoice, email, etc.). The lack of the reference Order number may cause a delay in the accounting management of the Supplier's documentation and/or the necessary suspension of payment of the Supplier's invoices until the missing requirement is received.

2 - ACCEPTANCE OF THE ORDER - The Order, once received by the Supplier, is considered accepted for all the conditions set out therein. Any clarifications or changes that the Supplier wishes to propose must be requested in writing to Skylogic's Purchasing Department within 5 working days from receipt of the Order and must be expressly accepted in writing by Skylogic.

3 - PRICES - Prices as stated in the Order are all inclusive, therefore no additional sum and/or revision/increase of the prices will be accepted and paid by Skylogic.

4 - DELIVERY TEMS # The agreed delivery time specified in the Order is necessary. In case of delivery delays, even for a single part of the Order, not attributable to proven causes of force majeure, Skylogic shall be entitled to terminate the contract and consequently the Order, with immediate effect, pursuant to and for the purposes of art. 1456 C.C., by simple communication to the Supplier. In any case, Skylogic has the right to obtain all compensation for all damages.

5 - TRANSPORT- Unless otherwise agreed between the parties, the goods are always to be delivered to the delivery address specified in the Order. During transport, the goods travel at the Supplier's expense and risk, and at Supplier's costs.

6 - ACCEPTANCE OF THE SUPPLY - The mere delivery of the goods or the performance of the service shall not be considered as acceptance of the supply, unless supported by dedicated documentation (including but not limited to: delivery documentation, work reports, etc.) countersigned by Skylogic for acceptance. The Supplier warrants that the supplied products are free from defects and non-conformities with regard to what has been agreed by the parties and stated in the offer and in the Order, and that the services are performed with the due diligence and professional care and according to the state-of-the-art based on the best industry standards. Skylogic reserves the right to reject the goods if they are not conformed to the agreed characteristic.

7 - PAYMENT TERMS - Unless otherwise agreed between the parties, payments shall be made by bank transfer within sixty (60) days from the end of the month of issuance of the invoice. Any exceptions to the above rules shall be expressly provided in the Order. Payment of the invoice does not constitute acceptance of the supply.

8 - PROHIBITION OF ASSIGNMENT - This agreement shall not be transferred to third parties, unless expressly authorized in writing by Skylogic. The Supplier hereby grants its consent to the assignment, by Skylogic, of the agreement and/or of each Order to any of Eutelsat Group's companies.

9 - SAFETY RULES - Supplies must comply with all applicable laws and regulations, including safety standards, such as EC standards and EEC directives, as well as those relating to the prevention of accidents at work. The Supplier shall always be held liable for any damage to property or personal injury caused by failure to comply with the regulations in force. The Supplier shall indemnify and hold harmless Skylogic and compensate any damages suffered by Skylogic and shall be liable and remedy to any deviations from the applicable laws and regulations. The Supplier warrants the full conformity of the supplied goods with Skylogic's requirements and expectations as well as with end user's needs.

10 - PROCESSING OF PERSONAL DATA # Each party acknowledges and confirms to have been provided with the other party's information notice on personal data processing for the negotiation and execution of these general terms and conditions and the Order. The parties commit to duly and timely enter into any agreement on personal data processing that may be necessary in light of the actual features of the supply.

11 - FORCE MAJEURE - Neither Skylogic nor the Supplier may be held liable for any breach of their obligations if they prove that the breach and/or their inability to perform is due to a force majeure event. In case of a force majeure event, the obligations of the party affected by the event shall be suspended. The affected party shall notify in writing the other party without delay of the situation and probable duration of the force majeure event and shall do everything possible to reduce the effects for the other party resulting from this situation. If the force majeure event persists for more than fifteen (15) days, without any possibility of the force majeure event being resolved, the other party may cancel the Order, without any compensation being due from either side, save only for the payment of the products and/or services already performed at the date of termination of the Order.

12 - INTELLECTUAL PROPERTY - The Supplier guarantees Skylogic against all actions by third parties resulting from and/or in whatever way relating to the infringement and/or alleged/threaten infringement of intellectual property rights which they would claim in relation to the goods delivered and/or the services provided under the Order, and shall be liable vis-à-vis Skylogic for any resulting damage, including any legal assistance fees that Skylogic may be forced to incur.

13 - LIABILITY - The Supplier is liable for its employees (including each and every entity and each and every person involved by the Supplier in the performance of the Order) in all circumstances, including when they work at Skylogic's premises. Skylogic shall be held harmless against any injuries suffered by said employees and/or Skylogic's employees, or any damage caused to the Supplier's and/or Skylogic's equipment, when Supplier's employees work at Skylogic's premises. The Supplier undertakes to take out civil liability insurance from a primary insurance company, guaranteeing the financial consequences it may be liable for due to physical injury, material or non-material damage caused to Skylogic or to third parties.

14 - CONFIDENTIAL INFORMATION - The Supplier shall treat as confidential all commercial and technical information, irrespective of the means by which is communicated (including verbally) and irrespective of being it expressly deemed as confidential, which is not already known to Skylogic and which reaches Supplier in any way in relation to the agreement and/or the Order. Confidential information must not be communicated and/or widespread to third parties and must be used by Supplier only for the purposes of properly perform these general terms and conditions and the Order.

15 - APPLICABLE LAW - This agreement is regulated by Italian law.

16 - CONCILIATION - In case of a conflict between the parties on the application, interpretation or performance of these general terms and conditions of purchase, or related Order, each party undertakes to appoint a person duly authorized to negotiate an amicable solution in good faith. These persons shall meet at the initiative of the party which will have filed the request for this conciliation procedure within fifteen (15) days from receipt of the letter requesting a conciliation meeting. The agenda is set by the party who takes the initiative of the conciliation. The decisions, if they are made by common agreement, will have contractual value and will constitute a settlement between the parties on the subject matter of the dispute. Where a settlement cannot be reached between the parties within thirty (30) days after the start of the conciliation procedure, the parties will be entitled to start proceedings according to clause 17.

17 - JURISDICTION - Each and every dispute not settled according to clause 16 will be deferred to the exclusive jurisdiction and competence of the Court of Turin (Italy).

18 - ANTI-CORRUPTION - Skylogic is committed to a set of core values, as detailed in Eutelsat's Code of Ethics available at [https://www.eutelsat.com/files/PDF/group/Eutelsat\\_Code\\_Ethics.pdf](https://www.eutelsat.com/files/PDF/group/Eutelsat_Code_Ethics.pdf), including a commitment not to tolerate any form of corruption or influence peddling. Corruption can be defined as the act by which a person entrusted with a specific function, whether public or private, solicits or accepts a gift, offer, or promise with a view to performing, delaying or omitting to perform an act that is directly or indirectly relevant to their functions. Influence peddling may be defined as the act, made by any person, of soliciting or accepting, at any time, directly or indirectly, offers, promises, gifts, presents, or advantages of any kind, for themselves or for others, to abuse or have abused their real or supposed influence with a view to obtaining distinctions, jobs, contracts, or any other favorable decision from a public authority or administration. Skylogic and the Supplier warrant

that they have not directly or indirectly attempted by themselves or through any third party, to provide or promise any undue advantage to any person associated with obtaining this agreement. The Supplier represents and warrant that (i) it has read and fully adhered to the core values set out in Eutelsat's Code of Ethics and (ii) has implemented and shall maintain, throughout the agreement's term, its own internal rules and policies for the purposes of preventing and detecting any form of corruption and influence peddling in the operation of its business from its officers, employees, subsidiaries, agents, subcontractors, or any third party acting on its behalf. The Parties hereby represent and warrant that, throughout the agreement's term, they shall strictly comply with all applicable laws and regulations relating to the fight against corruption and influence peddling ("Rules"). The Supplier guarantees and warrants that, as of the date hereof, except as otherwise previously disclosed to Skylogic:

-- The Supplier itself, its officers, employees, subsidiaries, agents, subcontractors, or any third party acting on its behalf shall comply with all applicable regulations, and more specifically with all regulations relating to the fight against corruption and influence peddling while performing the agreement;

-- The Supplier itself, its officers, employees, subsidiaries, agents, subcontractors, or any third party acting on its behalf shall refrain, inter alia, from directly or indirectly promising, offering, or granting to any person any undue advantage in order for that person to perform or refrain from performing an act falling within the scope of their functions in the performance of this agreement or in order for that person to abuse their real or supposed influence on a third party in order to obtain an advantage in favor of Skylogic;

-- Neither the Supplier nor its officers, employees, subsidiaries, agents, subcontractors, or any third party acting on its behalf have ever been convicted, sentenced, or sanctioned for a breach of the Rules or are currently the subject of an investigation by any government or authority concerning an alleged breach of said Rules;

-- The Supplier shall promptly (i) notify Skylogic as soon as it becomes aware of such an investigation or of any act which comes to its knowledge which might constitute a breach of this Article (ii) and shall promptly inform Skylogic of the corrective measures adopted to remedy said breach;

-- It is aware of Eutelsat's Anti-corruption Code of Conduct and it undertakes to comply with its provisions or any failure by Supplier or any person acting on its behalf to comply with the Rules. At any time during the term of the agreement, Skylogic shall be entitled to request that the Supplier justifies compliance with its obligations under this provision and promptly responds to any reasonable inquiry that Skylogic may have concerning the Supplier's compliance with any of the provisions above. If Skylogic has sufficient evidence that the Supplier does not comply with the terms of this Article, Skylogic shall be entitled to suspend performance of this agreement until it has received a reasonable guarantee that the Supplier has not committed or is not about to commit a breach, without Skylogic being liable for any damage caused to the Supplier by such suspension. In the event that the Supplier does not comply with the provisions of this Article, Skylogic shall be entitled to terminate this agreement with immediate effect, without prejudice to compensation due by the Supplier for any damage incurred by Skylogic as a result of such non-compliance.

19 - TERM - These general terms and conditions shall be valid and binding from the date of signature and shall have a duration equal to that of the supply envisaged therein.

20 - WITHDRAWAL - Skylogic may withdraw from each Order at any time by giving the Supplier thirty (30) days prior written notice of withdrawal; in the event of withdrawal, unless otherwise stated by Skylogic at the time of the notice of withdrawal, to the Supplier shall only be due the amount corresponding to the part of the supply actually performed at the date of receipt of the notice of withdrawal, as well as the reimbursement of the expenses reasonably incurred up to the date of receipt of the notice of withdrawal, with the Supplier expressly waiving any further claims and/or rights (e.g. reimbursement of loss of profits). The termination of an Order, regardless of the cause (withdrawal, termination or otherwise), shall not automatically result in the termination of these terms and conditions, unless otherwise stated by Skylogic; similarly, the termination of these terms and conditions, regardless of the cause, shall not automatically result in the termination of the Orders, unless otherwise stated by Skylogic.

Date: \_\_\_\_\_ Supplier Stamp and Signature \_\_\_\_\_

21 - APPROVAL - For the purpose of articles 1341 and 1342 of the Italian Civil Code, the Supplier hereby declares that expressly accepts the following clauses of the general terms and conditions of purchase: 1 (order of precedence between the contractual documents, Skylogic's right to suspend Orders and payments), 2 (procedures for accepting and amending the Order), 3 (all-inclusive nature of the price indicated in the Order), 5 (transport conditions), 6 (acceptance of the supply) 8 (prohibition of assignment by the Supplier and prior acceptance of assignment by Skylogic to the Eutelsat Group), 6, 9, 12, 13 (warranty, indemnities and indemnities), 13 (liability and warranty), 16 (conciliation), 17 (jurisdiction and exclusive competence of the Court of Turin), 11, 18, 19 and 20 (duration, Skylogic's right of withdrawal and Supplier's waiver to indemnities and compensation).

Date: \_\_\_\_\_ Supplier Stamp and Signature \_\_\_\_\_