

***Terms and Conditions of Use of Leonardo Customer Portal Agreement
(the “Agreement”)***

between

LEONARDO S.p.a., having its registered office in Piazza Monte Grappa, 4 - 00195 Rome, Italy, stock capital € 2.543.861.738,00 fully paid up, number of registration at the Companies Register of Rome, fiscal code 00401990585, and VAT n. 00881841001, acting through its Helicopters division (herein referred to as “**LHD**”), and

Customer: _____

Address (registered office): _____

Registration Number/Fiscal Code/VAT Number: _____
(hereinafter referred to as the “**CUSTOMER**”)

together referred to as the “**Parties**” or individually as a “**Party**”.

Whereas:

- a. This Agreement is entered to with reference to the helicopter(s) manufactured by LHD and purchased and/or operated or maintained by the Customer (hereinafter the “**Helicopter(s)**”) as described in details (helicopter type, serial and registration numbers etc.) in the registration form as updated from time to time by Customer.
- b. LHD has developed a web portal (hereinafter “**Leonardo Customer Portal**”) for the supply of services to its customers and exchange of information with its customers.
- c. The Customer needs the furnishing of technical documents, services and related updates, through Leonardo Customer Portal, in order to maintain airworthiness of the Helicopters.

Now therefore the Parties agree to enter into this agreement (“**Agreement**”) which set forth the terms and conditions of use of Leonardo Customer Portal, as follows:

1. Scope.

The terms and conditions of this Agreement shall apply to the access and use by the Customer of the Leonardo Customer Portal in relation to:

- A.** the furnishing to Customer through Leonardo Customer Portal, from time to time, of LHD technical documents for the support and/or service of the Helicopters, which may include without limitation: technical publications, list of applicable publications, air vehicle maintenance publication, illustrated parts catalogue, illustrated tool equipment publication, information letters, Service Bulletins, interactive electronic technical publications (IETP), etc. (hereinafter referred to as “**Technical Documents**”).
- B.** the furnishing to Customer, from time to time, of LHD technical services, via Leonardo Customer Portal, for the support and/or service of the Helicopters, which may include, without limitation: technical queries, technical publication queries, customer support management requests, repair & overhaul service request, fleet hours management, maintenance malfunction information report (MMIR), etc. (the “**Services**”).



- C. Requests of quotations, submission of orders by Customers, and any other programs, services, materials, software, exchange of information, also for internal analysis by LDO on its products and services, and web-based tools for the support and/or service of the Helicopters which may be made available by LHD to Customer through Leonardo Customer Portal (the “**Materials**”).
- D. The terms and conditions set forth in this Agreement supplement any additional terms and conditions set forth in any specific agreements entered into between LHD and Customer applicable to the Helicopters and any related services such as the services specified on points A, B and C above. In case of conflict between the terms of this Agreement and those of other agreements, the terms and conditions of this Agreement will apply to and regulate the use and access by Customer to Leonardo Customer Portal.

2. Access to Leonardo Customer Portal and Terms of Use.

- A. The Customer shall designate the master user accounts (“**Master User Account(s)**”) and the users (“**User(s)**”) who have been duly authorized by it to have access and use the Leonardo Customer Portal only for the purposes of this Agreement.
- B. Access to Leonardo Customer Portal, including access to the service request function, is only allowed to the Customer’s designated Master User Accounts and Users.
- C. The Customer and its designated Master User Accounts and Users are responsible for the correct use of the Leonardo Customer Portal and the compliance with this Agreement and for the data and information provided.
- D. In order to use the functions of the Leonardo Customer Portal, Customer must register by completing the registration process available at www.leonardocompany.com and follow the instructions and requirements thereof. Registration shall be subject to LHD’s verification and approval.
- E. The registration process can only be completed upon acceptance of the terms and conditions of this Agreement.
- F. Customer is responsible for the correctness and accuracy of the data and information entered for the registration. In the event of any changes, Customer must inform LHD of the change without delay. If Customer provides inaccurate information for the registration or does not make the subsequent corrections, LHD is entitled to exclude Customer from further use. Changes and updates can be made through Leonardo Customer Portal.
- G. Customer can delete its account by contacting LHD via the form available on the Leonardo Customer Portal.
- H. Customer access data (such as user ID/password) to Leonardo Customer Portal shall not be disclosed to third parties and must be protected against unauthorized access. If there is reason to suspect that unauthorized third parties have obtained information on the access data, Customer shall notify LHD immediately at the following address: Leonardo.mbx@leonardocompany.com Customer is liable for any misuse which results from the unauthorized use of the access data.
- I. Upon successful completion of the registration, LHD will provide to the Customer one or more Master User Accounts, up to maximum 10 (ten), which will allow the creation of Users accounts. In order to access the Leonardo Customer Portal, all Master User Accounts and Users shall accept these terms and conditions of use which shall be available on line at the first access to the Leonardo Customer Portal.



- J. Access to and use of Leonardo Customer Portal are designed and available for LHD's customers in relation to Helicopter(s) registered with Leonardo Customer Portal, as long as owned/operated/maintained by Customer. Access to Leonardo Customer Portal will terminate and be discontinued immediately upon (i) Customer ceasing to be LHD's customer for any reasons, and/or (ii) Customer ceasing to own/operate/maintain the Helicopter(s), and/or (iii) termination of any agreement(s) with Customer for the supply of services/support to the Helicopters.

3. Intellectual Property Rights.

- A. Customer acknowledges and agrees that this Agreement and any Technical Documents, Services or Materials thereof shall not grant nor be construed as granting expressly or impliedly any title or rights in respect of any intellectual property rights (including without limitation: know-how, technical data, technical documents, design, drawings, patent, utility, design model, trademark, technical publication, specifications, technical information, technical instructions, results of tests, software, hardware, commercial information, logo or trademark, information and data etc.), belonging to LHD or any of its licensors, and that LHD shall retain any ownership and copyright in Technical Documents, Services, Materials and any support, products and services provided hereunder.

- B. Customer shall not:

- reverse engineer, reverse compile, reverse assemble or otherwise translate into any human or machine-readable form any Technical Documents, Services, Materials, in whole or in part;
- modify, copy, translate into any language, reproduce or make derivative works of Technical Documents, Services, Materials, in whole or in part;
- rent, loan, license to any third parties or otherwise make available to third parties or make any other unauthorized use of Technical Documents, Services, Materials.

4. Restrictions on Proprietary Data and Information.

- A. Except for information in web sites controlled by third parties that may be accessible from the Leonardo Customer Portal, Customer acknowledges that for the purpose of this Agreement all information and data contained in or derived from Leonardo Customer Portal are proprietary to, and remains the property of LHD ("Proprietary Information").

- B. Customer agrees:

1. to receive Proprietary Information in confidence;
2. to preserve and protect the confidentiality of Proprietary Information using no less than reasonable care;
3. only to disclose the Proprietary Information and only to the extent necessary to those Users to whom disclosure is strictly necessary for the purpose of this Agreement and on condition that it procures that such persons are made aware of the provisions of this Agreement and that they agree to comply with its terms as if they were the recipient party;
4. not to disclose Proprietary Information, in whole or in part, to any third party without LHD express written consent;
5. to use Proprietary Information only for the purpose specifically directed in Technical Documents/Services/Materials;



6. not to use Proprietary Information, in whole or in part, for any other purpose, including but not limited to:
 - a. designing, creating, developing, reproducing, manufacturing or deriving any design, part, product, material, process, modification, configuration change or repair;
 - b. sell or provide services to third parties;
 - c. seeking EASA or other governmental or regulatory approval or acceptance for any of the foregoing; or
 - d. any other commercial activity not expressly authorized by LHD.
 7. on demand of LHD to return the Proprietary Information.
- C. This Agreement shall not constitute any representation, warranty or guarantee to Customer with respect to the suitability of any Proprietary Information or any part thereof for any purpose or with respect to the non-infringement of intellectual property rights in force belonging to any person other than LHD nor shall LHD be liable to the Customer for any errors or omissions in any Proprietary Information disclosed to the Customer.

5. Limited Warranty and Exclusive Remedy.

- A. LHD warrants that the most recent release of Technical Documents conforms to its current standard practices. LHD otherwise provides Technical Documents "AS IT IS" with no further warranty whatsoever.
- B. LHD's liability under this warranty is limited to the replacement of Technical Documents if returned to LHD within thirty (30) days after delivery, postage prepaid, including proof of payment, if any, and if accepted as non-conforming by LHD.
- C. The foregoing warranty and remedy are given by LHD and accepted by Customer in lieu of all other warranties and remedies, whether express, implied or statutory, including (without limitation) any obligation or liability of LHD in contract or tort, or any warranty of title, of quiet enjoyment, of quiet possession, of non-infringement, of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, or of lack of negligence, all with regard to technical documents and any information and data contained therein or derived therefrom, and the provision of or failure to provide support or other services or information there through or arising out of the use thereof.
- D. Except for gross negligence or willful misconduct, in no event shall LHD be liable for loss of profit, loss of business opportunities, indirect, incidental or consequential damages, and in no event shall LHD liability of any type exceed the payment by customer to LHD in connection with this Agreement, whether such liability is based in contract, strict liability, fault, tort, or any other asserted right.

6. Customer Responsibility.

Customer acknowledges and agrees that it is Customer's sole responsibility to ascertain and ensure correctness of all data provided and that such data are appropriate for the use to which they are put and LHD will have no responsibility and liability whatsoever in that regard.



7. Technical Publication Updates.

LHD reserves the right to revise or to update Technical Documents/Materials at any time without prior notice. The receipt of Technical Documents/Materials does not entitle Customer to any revisions or updates thereof, unless otherwise provided for in Customer's purchase order and agreed to by LHD.

8. Assignment. Change of Control.

This Agreement shall not be assigned, in whole or in part, by Customer without the prior written consent of LHD.

Customer shall notify LHD in writing of any direct or indirect change of control or ownership of Customer and, in such event, LHD shall at its option have the right to terminate this Agreement.

9. Term. Termination. Right to Revoke Access.

- A.** This Agreement is valid and effective at the date of the last signature by the Parties, and shall automatically and immediately terminate, and access to Leonardo Customer Portal will be discontinued, without the need of further notice, at the occurrence of any of the following events: (i) Customer ceases to own, operate or maintain the Helicopter(s); (ii) and/or Customer is no longer a LHD's customer; (iii) and/or upon expiry or termination for any reasons of the agreement(s) entered between Customer and LHD for the support of the Helicopter(s), unless earlier terminated.
- B.** In any case of breach or suspected breach of the terms and conditions of this Agreement or misuse by the Customer/Master User Accounts/Users of any accounts, LHD is entitled to revoke Customer at any time the access to Leonardo Customer Portal, and/or to block or suspend Customer's access and/or delete Customer's accounts temporarily or permanently.
- C.** Upon the commencement of any bankruptcy or reorganization proceeding by or against Customer, LHD may within the limits set forth by applicable law, upon written notice, terminate this Agreement and cease to perform any and all obligations under this Agreement.

10. Severability.

Should any provision of this Agreement, or part thereof, be declared invalid, illegal or unenforceable, such provision, or part thereof shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

11. Applicable Law. Dispute Resolution.

11.1 This Agreement, its validity, enforceability and the performance thereof shall be governed and construed in accordance with the laws of Italy, excluding conflict or choice of law rules.

11.2 The Parties agree that the Courts of Rome (Italy) shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement. Nothing contained in this Clause 11 shall limit the right of any of the Parties to seek interim or provisional relief (including, without limitation, injunctive relief) or to take enforcement proceedings against each other in any other courts of competent jurisdiction, nor shall the taking of such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

12. Export Controls Compliance.

- A.** Customer agrees to comply with all export laws. Customer represents and agrees to LHD that Customer shall not export Technical Documents, Services, Materials etc. in violation of the EU and US export control laws and regulations, and any applicable export laws.
- B.** Customer acknowledges that the Technical Documents, Services and Materials are of Italian



and/or USA origin and, as such, the Technical Documents, Services and Materials may be subject to export controls according to both Italian and/or USA regulations on sensitive items (military and dual-use). Re-export by Customer requires prior written authorizations (through Leonardo Helicopters) by the mentioned Governments. Re-export contrary to Italian and/or USA laws is prohibited.

- C. Customer will indemnify, defend and hold LHD harmless from and against any and all claims, liabilities and damages incurred by the LHD arising out of Customer's breach of such obligations.

13. Data Protection.

Pursuant to, and within the limits of, the execution of the services provided under this Agreement, the Parties, jointly or separately, may process some information, including those which may identify certain natural persons (the "Personal Data"). With reference to the Personal Data that may be processed in the context of this Agreement, the Parties hereby undertake to regulate their mutual obligations as set forth in the Joint Controllership Agreement signed and attached as **Annex A** as an integral and substantial part to this Agreement.

14. Audit and Inspection.

LHD shall have the right to audit all pertinent records of Customer, and to make reasonable inspection of Customer's premises, in order to verify compliance with this Agreement.

15. Change of terms and conditions.

LHD reserves the right to change the terms and conditions of this Agreement at any time (e.g. to adapt to legal or technical applicable conditions, or to expand the scope of services etc.). LHD will provide Customer with the new terms and conditions. Access and use of the Leonardo Customer Portal and products and services thereof shall be subject to Customer's acceptance of the amended terms and conditions.

16. Exclusion of authorization.

Customer understands and acknowledges that this Agreement does not constitute appointment of Customer as an LHD-authorized repair facility for LHD, nor authorize Customer to use or display Leonardo Helicopters' trademarks.



Leonardo S.p.a.

Customer (Company) Full Legal Name

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

In accordance with art.1341 and art. 1342 of the Italian Civil Code Customer acknowledges and declares that Customer has read and understood and specifically accepts the following provisions and sections of this Agreement:

- 2. Access to Leonardo Customer Portal and Terms of Use.
- 3. Intellectual Property Rights.
- 5. Limited Warranty and Exclusive Remedy.
- 6. Customer Responsibility.
- 7. Technical Publication updates.
- 8. Assignment. Change of Control.
- 9. Term. Termination. Right to Revoke Access.
- 11. Applicable law. Dispute resolution.
- 15. Change of terms and conditions.

Customer

Signature: _____
Print Name: _____
Title: _____
Date: _____

Please upload the signed document on Leonardo Customer Portal registration page or send via e-mail to:

Leonardo S.p.a. Helicopters Division
Customer Support & Training
Via Giovanni Agusta, 520,
21017 Cascina Costa di Samarate (VA) ITALY
e-mail leonardo.mbx@leonardocompany.com

ANNEX A Joint Controllership Agreement

JOINT CONTROLLERSHIP AGREEMENT

(the “Agreement”)

BY AND BETWEEN

LEONARDO S.p.a., a company incorporated under the laws of Italy, having its registered office in Rome, Piazza Monte Grappa 4, Company Register Code 00401990585 (hereinafter “**LDO**”)

AND

Customer: _____

Address (registered office): _____

Registration Number/Fiscal Code/VAT Number: _____
(hereinafter referred to as the “**CUSTOMER**”)

(LDO and the Customer, together the “**Parties**” and, individually, a “**Party**”, it being agreed and understood that responsibilities arising from this Agreement will be several and not joint among the Parties)

WHEREAS

A. This Agreement is entered into under Article 26 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “**GDPR**”) and it is attached to the Terms and Conditions of Use of the Leonardo Customer Portal Contract entered into by and between the Parties (along with its renewals, addendums, amendments or reinstatements, with or without modifications, the “**Contract**”) concerning:

- a. the purchase, from the Customer, of a comprehensive and broad range of products and services for the support of the helicopter fleets, including but not limited to technical assistance, technical documents, technical publications, technical services, via Leonardo Customer Portal, for the support and/or service of the Helicopters (which may include, without limitation: technical queries, technical publication queries, customer support management requests, repair & overhaul service request, fleet hours management, maintenance malfunction information report (MMIR), etc.), requests of quotations, submission of orders, and any other programs, services, materials, software, exchange of information and web-based tools for the support and/or service of the Helicopters which may be made available by LHD to Customer through Leonardo Customer Portal, data analytics services, training services, flight and logistics services, maintenance and diagnostic services, remote support assistance, messaging and communication services service plans (including parts-by-the-hours type programs), and customized ‘turn-key’ solutions provided by LDO;



and also

b. the exchange and use of data and information available through web based tools for statistical analysis performed by LDO related to the LDO's products and services
all the above referred as to "**Services**".

- B.** As part of the Services, the Parties, jointly or severally, will process certain information including information that may identify directly or indirectly persons who work for the Customer (the "**Personal Data**").
- C.** In particular, the Customer shall process the Personal Data and communicate them to LDO for the purposes of pursuing the objectives of the Services on the basis of the informed consent of the individuals to whom the Personal Data refer (the "**Data Subjects**"), or of another legitimate legal basis identified by the Customer and shared with LDO, when required by the latter.
- D.** Personal Data can be processed by the Parties as well as by any subject acting under their authority, duly authorized by the Parties for this purpose (the "**Authorized Persons**").
- E.** The Parties, which may jointly determine the means and the purpose of the processing of Personal Data in the context of the Services, act as joint controllers within the meaning of Art. 26 GDPR.
- F.** Under the provisions of this Agreement, the Parties intend to protect the Personal Data of the Data Subjects that the Customer intends to communicate to LDO, pursuant to the previous letter C, for the purposes of the Services.

NOW THEREFORE

in the light of these premises, the Parties hereby agree as follows:

1. Rules on interpretation

- 1.1 Terms not otherwise defined in this Agreement shall have the same meanings ascribed to them by the GDPR and the European Union laws, as well as regulations and international treaties, concerning the protection of personal data, as applicable to the Parties from time to time (together with the GDPR, the "**Applicable Data Protection Legislation**").
- 1.2 If the GDPR does not apply to the Customer, the latter undertakes to comply with (a) the data protection laws and regulations applicable to the Customer, and (ii) the obligations set forth under this Agreement.
- 1.3 The premises, the definitions, the Enclosure and all the documents referred to in this Agreement form all integral and substantial part of the Agreement.

2. Scope and duration of the Agreement

- 2.1 The scope of this Agreement is the definition and allocation of the responsibilities among the Parties, with respect to their compliance with the obligations stemming from the Applicable Data Protection Legislation in relation to the processing of Personal Data.
- 2.2 The Parties commit to review this Agreement in good faith to ensure compliance with the Applicable Data Protection Legislation and any amendment or integration which appears necessary or appropriate in light of new circumstances of fact or changes in law.



- 2.3 This Agreement will be effective from the date of signature by the Parties and will have the same duration as the Contract to which it is annexed.
- 2.4 Each Party may freely withdraw from this Agreement by sending a written notice to the other Party with 90 (ninety) days' prior notice. The Parties hereby acknowledge that, in the event a Party withdraws from this Agreement, it will lose the status of joint controller and will cease all the processing activities carried out under this Agreement.

3. Obligations of the Parties

- 3.1 The obligations set out in this Agreement shall be construed in accordance with the Applicable Data Protection Legislation, to which express reference is hereby made for any aspects not covered under this Agreement.
- 3.2 In relation to Personal Data shared pursuant to and within the object of this Agreement, each Party shall:
- ensure its compliance with the Applicable Data Protection Legislation, with particular reference to the appropriate technical and organizational measures set forth under Art. 32 of the GDPR which are incorporated by reference to this Agreement as “**Enclosure A**”;
 - inform the other Party and carry out, together with it, a data protection impact assessment when required by the Applicable Data Protection Legislation;
 - adequately instruct its Authorized Persons;
 - manage any actual or potential Personal Data breach in accordance with the provisions set forth in this Agreement;
 - cooperate with the other Party on any matter related to the object of this Agreement and the compliance with the Applicable Data Protection Legislation;
 - unless excluded by the law, report to the other Party any enforcement activity undertaken by the competent Data Protection Authority or other competent Authorities (including judicial Authorities) as well as the existence of any pending or threatened litigation proceedings brought by any Data Subjects, when it relates to the processing activities carried out on the Personal Data pursuant to and within the object of this Agreement;
 - promptly respond to any requests of the Data Subjects, when they exercise their rights under the Applicable Data Protection Legislation;
 - keep the records of processing activities, if so required by the Applicable Data Protection Legislation.
 - assess the risk and decide whether it is necessary to notify the breach to the competent Data Protection Authorities, if applicable;
 - allocate any relevant task and responsibility regarding the notification procedure to the competent Data Protection Authorities.
- 3.3 The Customer undertakes to provide the Data Subjects with all relevant information on the processing of the relevant Personal Data, also on behalf of LDO. For this purpose, the



Standard Information Notice attached to this Agreement as “**Enclosure B**” or any other text provided by the Customer and shared with LDO, if so required by the latter, may be used.

4. Data Processors

4.1 Each Party shall be entitled to independently select a service provider (“**Data Processor**”) whose services are necessary to the processing activities under the Services and to enter with them into specific data processing agreements.

4.2 The Parties shall use only Data Processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will ensure the protection of the rights of the Data Subject.

4.3 Each Party shall:

- keep a list of the Data Processors associated with the processing activities;
- make it available to the other Party, upon request of such Party.

5. Personal Data breach

5.1 In the case of a Personal Data breach which could reasonably affect the Personal Data processed by the Parties pursuant to and within the object of this Agreement, the Party which firstly becomes aware of it shall inform the other within 24 (twenty-four) hours from the event and immediately apply any necessary measure to prevent, avoid or reduce the risks for the rights and freedoms of the affected Data Subjects. Further measures can be agreed by the Parties.

5.2 After being informed of a Personal Data breach, in the event it affects Data Subjects residing in the European Union, the Parties shall cooperate without delay in order to:

- assess the risk and decide whether it is necessary to notify the breach to the competent Data Protection Authorities;
- allocate any relevant task and responsibility regarding the notification procedure to the competent Data Protection Authorities;
- take coordinated measures to inform the affected Data Subjects, when the Personal Data breach is likely to present high risks to their rights and freedoms.

6. Transfers of Personal Data outside the European Union

Any transfer of Personal Data outside the European Union shall be made by the Parties only under appropriate guarantees for the protection of such Personal Data, in compliance with the requirements set forth by the Applicable Data Protection Legislation or, if the Customer is located outside the European Union, with the requirements set forth by any laws and/or regulations in the field of personal data protection which is applicable to the Customer.

In the latter case, if required by LDO, the Customer undertakes to communicate to LDO which appropriate guarantees it intends to use for such transfers.

7. Personal Data retention



The Parties undertake to retain the Personal Data collected pursuant to and within the object of this Agreement for the period necessary for the execution of the Services, without prejudice to any additional retention period that may be permitted or imposed by law.

8. Compensation for damages

Each Party shall be exclusively liable and shall indemnify and hold the other Party harmless in relation to any sanctions, claims for damages, losses and costs arising out of any infringement, which results in the violation of the Applicable Data Protection Legislation.

9. Severability

Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intention as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Leonardo S.p.a.

Customer (Company) Full Legal Name

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



ENCLOSURE A to ANNEX A Joint Controllership Agreement

Technical and organizational measures under Art. 32 of the GDPR

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties and their Data Processors shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, among others, as applicable:

(a) the pseudonymisation and encryption of personal data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

3. The Parties and their Data Processors shall take steps to ensure that any natural person acting under the authority of the Parties and their Data Processors who has access to personal data does not process them except on instructions from the Parties.



ENCLOSURE B to ANNEX A Joint Controllership Agreement

STANDARD INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA

Pursuant to and for the purposes of Regulation (EU) 2016/679 (“**GDPR**”), Italian Legislative Decree 196/2003 and the Italian and European legislation applicable from time to time on the processing of personal data (jointly, the “**Privacy Law**”) we inform you on the following points:

1. [COMPANY] has purchased a wide and complete range of products and services to support its helicopter fleets, including but not limited to technical assistance, technical publications, training, maintenance services, logistics, spares, repair and overhaul and customized solutions (collectively, the “**Services**”), from the company Leonardo S.p.A. (hereinafter referred to as “**LDO**”).
2. LDO and [COMPANY] will exchange and use data for statistical analysis performed by LDO, related to the improvement of products and services provided by LDO.
3. In the context of the provision of Services, personal data are collected (by way of example: contact data, data relating to geographical location and data relating to performance (the “**Personal Data**”) relating to various categories of people, including pilots, technicians, who work for [COMPANY] (the “**Data Subjects**”).
4. In order to benefit from the Services, [COMPANY] must process the Personal Data of the Data Subjects and communicate them to LDO: this will be made only on the basis of the express and specific consent of the Data Subjects.
5. LDO and [COMPANY] act as joint controllers of the processing activities (the “**Joint Controllers**”) carried out on the Personal Data of the Data Subjects for the purposes of providing the Services.
6. Personal Data will be processed in both paper and electronic and/or automated form, *i.e.* both manually and electronically. In any case, all appropriate procedures will be adopted to protect their confidentiality, in compliance with current regulations and professional secrecy.
7. Appropriate security measures will be used to ensure the protection, security, integrity and accessibility of Personal Data, in accordance with the provisions of Article 32 of the GDPR.
8. Personal Data may be transferred outside the territory of the European Union, but only on the basis of the appropriate guarantees provided by the Privacy Law.
9. Personal Data will be kept only for the time strictly necessary to achieve the purposes for which they are collected, unless provisions of law and/or regulation and/or by other authorities legitimated by law do not require or admit longer retention periods. Personal Data that are no longer necessary, or for which there is no longer a legal basis for their storage, will be irreversibly anonymized or destroyed in a secure manner.
10. Any list of data processors and other subjects to whom the data are communicated may be viewed at the request of the Data Subjects.
11. Data Subjects may exercise their rights under Articles 15 to 22 of the GDPR (*e.g.* access to Personal Data as well as their rectification, erasure, restriction of processing, copying of Personal Data in a commonly used and readable structured format by automatic means and transmission of such data to another data controller), including the right to withdraw their consent to the processing of their Personal Data, without prejudice to the lawfulness of processing prior to such withdrawal. It will be the responsibility of the Joint Controllers to verify the legitimacy of the Data Subjects’ requests by providing feedback, as a rule, within 30 days.
12. To exercise the rights referred to in the previous point, as well as in case of any complaints or reports on how to process data, the Data Subjects may send an email to the internal function of [COMPANY] in charge of data protection matters. It is also possible to file a complaint before the competent data protection authority.



Having understood all of the above,

and having received specific information on the processing of my Personal Data pursuant to Article 13 of the GDPR, by ticking the box below I

GIVE MY CONSENT

DO NOT GIVE MY CONSENT

to the processing of my Personal Data by the Joint Controllers and to their communication to LDO for the purposes of carrying out the Services.