

GENERAL TERMS AND CONDITIONS

FDCL Defence B.V.

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Classification: Public

FDCL Defence B.V. ("FDCL"), a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) with its statutory seat in Delft and offices at Kluyverweg 1, 2629HS Delft, Netherlands, registered with the Dutch Chamber of Commerce (KvK: 97131849).

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

"Applicable Law": All applicable laws, statutes, orders, rules, provisions, regulations, directives, and guidelines that have legal effect, whether local, national, European, international, or otherwise, as amended from time to time.

"Business Days": Calendar days, excluding weekends and generally recognized public holidays in the Netherlands.

"Client": Any natural person or legal entity that enters into an Agreement with FDCL for the supply of Products and/or Services.

"Confidential Information": All proprietary data and other information received from the other Party, including patent information, business information, technical information, analyses, evaluations, data, and other materials marked or identified as confidential or proprietary.

"Documentation": Technical and functional documentation, operating manuals, user instructions, technical literature, and all other related materials supplied to Client by FDCL in connection with the Software or Products.

"Drones": Unmanned aerial vehicles, including fixed-wing, rotary, and hybrid types.

"Export Laws": Any and all applicable export laws, restrictions, or regulations, including but not limited to United Nations trade sanctions, Dutch or EU legislation or regulation, the EU Dual-Use

Regulation (EU 2021/821), the Netherlands Besluit strategische goederen (Bsg), and EU Common Position 2008/944/CFSP, from time to time in force, which impose arms embargoes, economic export embargoes, or control the export of goods, technology, or software, including weapons of mass destruction, arms, military, paramilitary, and security equipment, and dual-use items.

"Hardware": Physical products provided by FDCL, including single-board computers, encryption modules, SD cards, sensors, mission computers, and other embedded systems.

"Intellectual Property Rights": Patents, trademarks, service marks, copyrights, database rights, trade secrets, design rights, and other intellectual property rights, whether registered or unregistered, in any country worldwide.

"Losses": Any and all losses, damages, costs, fines, penalties, expenses (including reasonable legal fees), and other liabilities of any kind, whether foreseeable or not.

"Order": A written or electronic purchase order, order form, or similar document submitted by Client and accepted by FDCL, specifying the Products and/or Services, quantities, fees, and delivery terms.

"Products": Hardware supplied by FDCL, with or without Software pre-installed, as specified in an Order.

"Services": Professional services provided by FDCL, including but not limited to custom integration support, consulting, software porting and adaptation, technical training, testing and validation support, and other services as agreed in an Order.

"Software": FDCL's autonomy software, including all applications, modules, databases, object code, documentation, and source code, as specified in an Order.

"Agreement": Any contract between FDCL and Client for the supply of Products and/or Services, incorporating these General Terms and Conditions together with any Order, quotation, or specific agreement signed by both Parties.

"Engagement Document": Any document that creates a specific engagement, purchase, or project between FDCL and Client under this Agreement, including but not limited to an Order, Order Form, Statement of Work, Pilot Agreement, R&D Project Agreement, or equivalent document signed by both Parties and expressly subject to these GTC.

1.2 Interpretation

- Headings are for reference only and do not affect interpretation.
- References to "including" or "includes" are non-exhaustive.
- Legal terms and concepts refer to Dutch law unless otherwise specified.
- These General Terms and Conditions shall not be interpreted adversely against FDCL solely on the grounds that FDCL drafted them.
- The singular includes the plural and vice versa.

1.3 Order of Precedence

In the event of conflict between documents, the following order of precedence applies:

1. A separately signed Master Service Agreement (if applicable)
2. Individual Order or Order Form
3. These General Terms and Conditions
4. Any FDCL quotation or proposal

ARTICLE 2 - APPLICABILITY

2.1 Scope of Application

These General Terms and Conditions ("GTC") apply to all offers, quotations, and Engagement Documents - including but not limited to Orders, Order Forms, Statements of Work, Pilot Agreements, and R&D Project Agreements - entered into between FDCL and Client for the supply of Products and/or Services. They form an integral part of every Agreement between FDCL and Client. Where these GTC refer to an "Order", this shall be construed to include any Engagement Document unless the context expressly requires otherwise.

2.2 Acceptance

By placing an Order, signing an Agreement, accepting a quotation, or accepting delivery of Products or Services, Client unconditionally accepts these GTC.

2.3 Client's Terms Excluded

FDCL expressly rejects the applicability of any general terms and conditions of Client. Deviations from these GTC are only valid if expressly agreed in writing by FDCL.

2.4 Amendment and Publication

FDCL reserves the right to amend these GTC. Amendments are effective from the date of written notification to Client, and apply to all new Orders placed after that date.

ARTICLE 3 - OFFERS, QUOTATIONS, AND ORDERS

3.1 Offers and Quotations

All offers and quotations by FDCL are non-binding and valid for 30 calendar days from the date of issue, unless stated otherwise in writing. FDCL may withdraw or modify a quotation at any time before Client's acceptance.

3.2 Order Placement

Client may place an Order by submitting a written or electronic purchase order referencing the FDCL quotation. An Order is binding on FDCL only upon FDCL's written confirmation of acceptance.

3.3 Modifications

Client may not modify, cancel, or defer an Order after FDCL's acceptance without FDCL's prior written consent. FDCL may charge reasonable costs for modifications or cancellations accepted at its discretion.

3.4 Errors and Inaccuracies

FDCL is not bound by obvious errors or typographical mistakes in quotations, price lists, or other documents.

ARTICLE 4 - DELIVERY OF PRODUCTS

4.1 Delivery Terms

FDCL shall deliver Products in accordance with the delivery method and timeline specified in the Order. Unless stated otherwise in the Order, delivery terms are EXW Delft (Incoterms 2020).

4.2 Delivery Dates

Stated delivery dates are indicative, not guaranteed, unless expressly confirmed as firm dates in writing. FDCL shall notify Client of any anticipated delay.

4.3 Non-Delivery Cancellation

If FDCL is unable to deliver Products as stated in the Order two (2) months after the agreed delivery date, the respective Order (or the undelivered part thereof) shall be deemed cancelled, unless expressly agreed otherwise. Any advance payments made for undelivered Products shall be refunded within 30 calendar days of cancellation, without further liability on either Party.

4.4 Risk Transfer

Risk of loss or damage to Products transfers to Client upon delivery (in accordance with the applicable Incoterms).

4.5 Title Transfer

Title to Products transfers to Client upon receipt of full payment for those Products, notwithstanding delivery. Until full payment, Client holds the Products as a fiduciary on behalf of FDCL. FDCL retains the right to reclaim Products for which payment has not been received.

4.6 Packaging and Export Documentation

Products shall be packaged in a manner appropriate for transport. All applicable export documentation and declarations are allocated in accordance with Article 13.2 of these GTC. Where Client is responsible for export documentation as exporter of record, Client shall ensure that all required documentation is obtained and in place prior to export or transfer.

ARTICLE 5 - ACCEPTANCE OF PRODUCTS

5.1 Inspection Obligation

Client shall inspect Products upon delivery for visible defects, damage, incorrect quantities, or other non-conformances with the Order.

5.2 Rejection

Client shall notify FDCL in writing of any non-conformance within 10 Business Days of receipt, specifying the nature of the non-conformance with sufficient detail. Failure to notify within this period constitutes acceptance of the Products.

5.3 Remedy

In the event of valid, timely rejection, FDCL shall, at its sole discretion, either repair, replace, or issue a credit note for the non-conforming Products. This constitutes Client's sole remedy for non-conforming Products, subject to Article 11 (Liability and Indemnification).

ARTICLE 6 - DELIVERY OF SERVICES

6.1 Performance Standard

FDCL shall perform Services in a professional and competent manner consistent with applicable industry standards.

6.2 Timelines

Services shall be performed in accordance with timelines agreed in the Order. FDCL shall notify Client of any anticipated material delay.

6.3 Client Cooperation

Client shall provide timely access to facilities, personnel, information, systems, and equipment reasonably required for FDCL to perform the Services. Client's failure to cooperate may result in delay, additional costs, or inability to deliver, for which FDCL shall not be liable.

6.4 Acceptance of Services

Services shall be deemed accepted upon completion of deliverables as specified in the Order, unless Client provides written notice of rejection within 10 Business Days with specific, documented reasons. If no notice is provided within this period, Services are deemed accepted.

ARTICLE 7 - SOFTWARE LICENSE

7.1 License Grant

FDCL hereby grants Client, subject to Client's continuous compliance with the Agreement and all Applicable Laws (including Export Laws), a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Software solely for Client's internal business purposes within the territory and field of use specified in the Order, and solely in object code form, in accordance with the Documentation and the Agreement.

7.2 License Restrictions

Client shall NOT, and shall ensure that its Affiliates, employees, contractors, and end-users do NOT:

- Reverse engineer, decompile, or disassemble the Software, except to the limited extent that such activity is expressly permitted by Applicable Law for the sole purpose of achieving interoperability with an independently created program, and only after prior written notice to FDCL.
- Modify, translate, or create derivative works based on the Software or any part thereof.
- Copy, distribute, sell, lease, lend, sublicense, assign, or otherwise transfer the Software or any rights therein to any third party, except as expressly permitted in the Agreement or an Order.
- Remove, alter, or obscure any proprietary notices, markings, or legends on or in the Software or Documentation.
- Use the Software on any hardware other than the specific Product or environment for which it was delivered, installed, or licensed, unless expressly agreed in writing by FDCL.
- Use the Software outside the agreed field of use or territory, or in any manner that would cause FDCL to be in breach of Export Laws or sanctions.
- Circumvent any technical protection measures or license enforcement mechanisms in the Software.

7.3 License Term

Each Software license is valid only for the lifecycle of the individual Product unit on which it is installed, or for the term specified in the Order for standalone Software deliveries. Any reuse of the Software on replacement or additional hardware, or in additional instances, requires a separate license from FDCL, unless expressly stated otherwise in the Order.

7.4 Military Use Disclaimer

The Parties acknowledge that the Software and Products are designed for defence and security applications, including deployment in Drones and other military platforms. To the fullest extent permitted by Applicable Law, Client bears sole responsibility for the integration, configuration, validation, and operation of the Software and Products within Client's systems and missions, including the implementation of appropriate redundancies, fail-safes, and safety mechanisms at system and mission level.

Any deployment of the Software or Products in connection with: (i) weaponized, autonomous, or semi-autonomous systems, including Drones intended for single-use or self-destruction; (ii) targeting, navigation, combat, surveillance, or other high-risk operations; or (iii) systems where failure could reasonably be expected to result in death, personal injury, or severe environmental damage, shall be at Client's sole risk and responsibility. FDCL provides no warranty that the Software or Products are suitable for such specific system-level implementations, and FDCL shall have no liability for system-level or mission-level decisions or failures beyond the scope of FDCL's own Software and Products as supplied, without prejudice to any mandatory liability under Applicable Law.

ARTICLE 8 - FEES AND PAYMENT

8.1 Prices

All prices are in Euros (EUR), exclusive of VAT and other applicable taxes, levies, and duties, unless explicitly stated otherwise. Prices for Products do not include transport, insurance, customs duties, import taxes, or other charges.

8.2 Taxes and Duties

Client shall bear all costs relating to import restrictions, clearances, taxes, levies, and duties applicable in the country of destination.

8.3 Invoicing

FDCL shall invoice Client in accordance with the payment schedule agreed in the Order. In the absence of a payment schedule, FDCL shall invoice upon delivery of Products or completion of Services.

8.4 Payment Terms

Client shall pay all invoices within 30 calendar days of the invoice date, to the bank account specified on the invoice, without right of set-off or deduction, unless expressly agreed otherwise in writing.

8.5 Late Payment

If Client does not pay in full within the payment period:

- Client automatically enters default (verzuim) without further notice being required
- The outstanding amount increases by statutory commercial interest (wettelijke handelsrente) from the due date until the date of full payment
- Client shall bear all reasonable costs of collection, including extrajudicial collection costs (buitengerechtelijke incassokosten) calculated in accordance with the Besluit vergoeding voor buitengerechtelijke incassokosten

8.6 Price Adjustments

FDCL may adjust its prices with at least 30 days' written notice to Client. Price adjustments shall not apply retroactively to already confirmed Orders.

8.7 Disputed Invoices

Client must notify FDCL in writing of any disputed invoice within 10 Business Days of the invoice date. Disputed amounts shall not suspend payment obligations on undisputed amounts.

ARTICLE 9 - WARRANTIES AND DISCLAIMERS

9.1 Software Warranty

FDCL warrants that, for a period of ninety (90) days from initial delivery of the Software to Client, the unmodified Software will materially conform to the Documentation when used in accordance with the Documentation and the Agreement.

If the Software fails to conform to this warranty and Client notifies FDCL in writing within the warranty period, FDCL shall, at its sole option and as Client's exclusive remedy: (i) repair or replace the affected Software; or (ii) provide a workaround; or (iii) issue a credit note for the fees paid for the defective Software license.

9.2 Services Warranty

FDCL warrants that Services will be performed in a professional and competent manner, using reasonable skill and care and in accordance with applicable industry standards for comparable defence software and systems integration services.

9.3 Hardware Warranty

Hardware is subject to the original equipment manufacturer's warranty only. FDCL makes no independent warranties regarding Hardware and shall have no liability beyond reasonably facilitating any warranty claim Client may have directly with the manufacturer.

9.4 No Guarantee of Uninterrupted Operation

FDCL does not warrant uninterrupted, timely, secure, or error-free operation of Software or Products.

9.5 Military and High-Risk Use Disclaimer

FDCL makes NO WARRANTY, express or implied, that the Software or Products, as integrated and operated by Client or third parties, will be free of defects in all possible operational scenarios, or that they will meet Client's system-level, mission-level, or safety requirements in connection with:

- Targeting, navigation, combat, surveillance, or autonomous control functions.
- Weaponized, lethal, or single-use (kamikaze) Drones or systems.

- Mission success, target identification, rules-of-engagement compliance, or avoidance of collateral damage.

Software and Products are provided “AS IS” for any such system-level purposes, subject only to the limited warranties in this Article 9 and any mandatory warranties under Applicable Law. Client assumes all responsibility for system design, validation, and mission deployment, and for ensuring that such deployment complies with Applicable Law, including international humanitarian law.

9.6 Disclaimer of Implied Warranties

All other warranties, conditions, and representations, whether express or implied – including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement – are excluded to the fullest extent permitted by Applicable Law.

9.7 Warranty Claim Procedure

To make a warranty claim, Client must:

1. Notify FDCL in writing within the warranty period, specifying the defect in detail
2. Provide FDCL reasonable access to inspect and test the affected Product or Software
3. Return the defective Product to FDCL if requested (at Client's cost unless the defect is confirmed)

FDCL shall, at its sole option, repair, replace, or issue a credit note for the defective Product. This constitutes Client's sole and exclusive warranty remedy.

ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership

All Intellectual Property Rights in and to the Software, Hardware designs, Documentation, Confidential Information, and all related materials developed by or on behalf of FDCL - whether before or during the performance of any Agreement - vest in and remain the sole property of FDCL. Nothing in the Agreement transfers, assigns, or grants any Intellectual Property Rights to Client, except for the limited license in Article 7.

10.2 Client's Pre-Existing IP

All Intellectual Property Rights in Client's pre-existing technology, systems, and materials remain Client's sole property. Nothing in the Agreement grants FDCL any rights therein, except as strictly necessary to perform the Services.

10.3 Jointly Developed Material

Unless separately agreed in writing, any improvements, modifications, or derivative works developed during the performance of Services that incorporate or are derived from FDCL's Software, technology, or Confidential Information shall remain FDCL's sole property. Client acquires no rights to such material without a separate written assignment agreement.

10.4 No Adverse IP Filings

Client shall not:

- Seek any Intellectual Property Right protection or file any application for such protection for FDCL's Software, Hardware designs, or proprietary technology
- Challenge FDCL's ownership of or rights in any FDCL Intellectual Property Rights
- Register or assert claims to FDCL's Confidential Information

10.5 IP Infringement Indemnity

Subject to Article 11, FDCL shall defend Client against third-party claims that the unmodified Software, as delivered by FDCL and used in accordance with the Agreement, infringes a third party's registered intellectual property rights, provided Client:

- Promptly notifies FDCL in writing of the claim
- Permits FDCL to control the defense and settlement
- Provides FDCL with reasonable assistance at FDCL's cost

This indemnity does not apply to: (i) modifications to the Software made by Client or at Client's direction; (ii) use of the Software outside the scope of the Agreement; or (iii) Client's combination of the Software with third-party products or technologies not provided by FDCL.

ARTICLE 11 - LIABILITY AND INDEMNIFICATION

11.1 Liability Cap

FDCL's total aggregate liability to Client for all Losses arising out of or in connection with any Agreement, whether in contract, tort (including negligence), misrepresentation, or otherwise, shall not exceed an amount equal to the total fees (excluding VAT and expenses) actually paid by Client to FDCL under the relevant Order during the twelve (12) months immediately preceding the event giving rise to the first claim.

If the Agreement relates to a one-off delivery with a duration shorter than twelve (12) months, the cap shall be the total fees paid by Client under that Order.

11.2 Exclusion of Consequential Damages

To the fullest extent permitted by Applicable Law, FDCL shall not be liable to Client for:

- Any indirect, incidental, punitive, or consequential Losses.
- Loss of profit, revenue, business, or contracts.
- Loss of goodwill or anticipated savings.
- Loss or corruption of data, except to the extent such loss or corruption constitutes compensable damage under mandatory product liability law.
- Losses arising from Client's failure to implement available Updates or Upgrades within a reasonable time after FDCL has notified Client of their availability and safety or security relevance.

11.3 Military Deployment Exclusion

Without prejudice to Article 11.5, and to the extent permitted by Applicable Law, FDCL shall not be liable for any Losses arising out of or related to the use of Software or Products in military Drones or autonomous systems, including systems designed for single-use or self-destruction, except to the extent that such Losses are directly and primarily caused by a defect in the Software or Products supplied by FDCL, and such liability cannot be excluded under mandatory product-liability or mandatory tort law.

In all such cases where liability cannot be excluded, the limitations and caps in this Article 11.1 and 11.2 shall apply to the maximum extent permitted by law.

11.4 Client Indemnification

Client shall indemnify, defend, and hold harmless FDCL and its affiliates, directors, officers, and employees from and against all claims, damages, liabilities, fines, costs, and expenses (including reasonable legal fees) arising from:

- Client's integration, modification, or use of Software or Products
- Client's deployment of Drones or systems in military, combat, or high-risk operations
- Any violation of Export Laws by Client or its customers
- Third-party product liability claims arising from Client's use of Products in Client's systems or products
- Client's breach of any representation, warranty, or obligation under the Agreement

In all cases, Client's indemnification obligations in this Article 11.4 apply without prejudice to any mandatory rights of third parties under Applicable Law.

11.5 Exceptions

The limitations and exclusions of liability in this Article 11 shall not apply to Losses arising from:

- FDCL's wilful intent (opzet) or conscious recklessness (bewuste roekeloosheid).
- FDCL's liability under Article 10.5 (IP infringement indemnity).
- Liability which cannot be limited or excluded under Applicable Law, including mandatory product-liability law.

ARTICLE 12 - CONFIDENTIALITY

12.1 Confidentiality Obligation

Each Party shall, during the term of any Agreement and for a period of five (5) years thereafter:

- Keep all Confidential Information of the other Party strictly confidential
- Use the same degree of care as it applies to its own confidential information, but no less than reasonable care
- Use Confidential Information only for the purposes of performing or exercising rights under the Agreement
- Disclose Confidential Information only to employees and representatives with a strict need-to-know, who are bound by written confidentiality obligations at least as protective as this Article

12.2 Exceptions

The obligations in Section 12.1 do not apply to information that:

- Is required to be disclosed by Applicable Law, court order, or stock exchange rules, provided the disclosing Party promptly notifies the other Party and cooperates in seeking protective treatment
- Was already in the receiving Party's possession without a confidentiality obligation when received
- Was or becomes publicly available through no fault of the receiving Party
- Was independently developed by the receiving Party without access to the other Party's Confidential Information

12.3 Return or Destruction

Upon request or upon termination of the Agreement, each Party shall return or destroy all Confidential Information of the other Party within 30 calendar days, and provide written certification of destruction upon request. Notwithstanding the foregoing, neither Party shall be required to delete or destroy Confidential Information to the extent that retention is required by Applicable Law, including record-keeping obligations under Export Laws or applicable financial or defence regulations. Such retained information shall remain subject to the confidentiality obligations of this Article 12 for the duration of the legally required retention period.

12.4 Relationship to MNDA

If a separately executed Mutual Non-Disclosure Agreement (MNDA) exists between the Parties, its confidentiality provisions shall govern with respect to the subject matter covered by that MNDA. In all other respects, this Article 12 applies.

ARTICLE 13 - EXPORT CONTROL AND SANCTIONS COMPLIANCE

13.1 Compliance Obligation

Each Party shall comply with all Applicable Laws, including Export Laws and sanctions, in connection with the performance of any Agreement.

13.2 Exporter of Record and Licences

(a) Where FDCL is the exporter of record (e.g. for physical or electronic deliveries from the Netherlands or another jurisdiction where FDCL is established), FDCL shall be responsible for applying for and, where granted, maintaining any export licences or authorisations required for such exports, taking into account the information provided by Client.

(b) Where Client is the exporter of record (including for re-exports, transfers, or onward deliveries from Client's jurisdiction), Client shall be responsible for applying for and maintaining any export or transfer licences or authorisations required under Applicable Law.

(c) Each Party shall reasonably cooperate with the other Party by providing timely and accurate information and documentation required to apply for and maintain such licences, including end-user and end-use information. Neither Party guarantees that any licence will be granted or maintained.

13.3 Classification and Intangible Transfers

Client acknowledges that the Software and Products may be classified as military or dual-use items under Dutch and EU export-control regimes, and that both tangible and intangible transfers (including downloads, remote access, updates, upgrades, technical assistance, and provision of decryption keys) may constitute exports or transfers within the meaning of Regulation (EU) 2021/821 and national implementing measures. FDCL shall, where reasonably available, provide Client with classification information for the Software and Products (such as applicable military-list or dual-use control entries), it being understood that Client remains responsible for classification and compliance of its own systems and re-exports.

13.4 Client Warranties

Client represents and warrants that it:

- Is NOT listed on any EU, UN, US, or UK sanctions list

- Is NOT controlled by or acting on behalf of any sanctioned party
- Will comply with all Export Laws and will not export, re-export, transfer, or make available Software or Products to any prohibited country, end-user, or end-use
- Will obtain all necessary export licenses or governmental approvals prior to any export or cross-border transfer
- Is solely responsible for ensuring that Drones and systems incorporating FDCL Products or Software comply with all Applicable Laws, including arms trade regulations and international humanitarian law

Client shall promptly inform FDCL in writing of any intended export, re-export, or transfer of Products or Software to a new country, end-user, or end-use that may affect the applicability of Export Laws, and shall not proceed with such transaction until all required authorisations have been obtained.

13.5 Suspension or Termination

FDCL may suspend performance of any delivery, including intangible deliveries such as remote support, updates, or activation of features, or terminate the Agreement (or relevant Order) if performance would violate, or in FDCL's reasonable opinion is likely to violate, Export Laws or sanctions.

13.6 Client Indemnification

Client shall indemnify and hold harmless FDCL against any claims, liabilities, damages, fines, costs, and expenses (including legal fees) arising from Client's failure to comply with Export Laws.

13.7 Survival

The obligations in this Article 13 survive termination or expiry of any Agreement indefinitely, or for such period as required by Applicable Law.

ARTICLE 14 - UPDATES AND UPGRADES

14.1 Updates

FDCL may, at its sole discretion, issue Updates (minor enhancements, patches, or bug fixes) to the Software. Updates may address functionality, performance, safety, or security issues. FDCL shall be entitled, but not obliged, to notify Client of Updates that FDCL considers relevant for safety or security in the intended defence application. Updates, if any, may be made available to Client free of charge, unless FDCL explicitly notifies Client otherwise in writing.

14.2 Upgrades

FDCL may, at its sole discretion, issue Upgrades (substantial new versions or features) to the Software. Upgrades may change or extend the functionality of the Software and may require additional integration, validation, or licensing. Upgrades are provided for an additional fee as agreed in a separate Order. The determination of whether a release constitutes an Update or an Upgrade is within FDCL's sole discretion.

14.3 Obligation to Implement Safety-Critical Updates

Client shall implement Updates and, where applicable, Upgrades that FDCL has identified as safety-critical or security-critical within a reasonable period after they become available, taking into account the operational context. FDCL shall not be liable for any issues or failures resulting from Client's failure to implement such safety-critical or security-critical Updates or Upgrades within such period, except where such exclusion is not permitted under mandatory Applicable Law.

14.4 Export-Control Dependencies

Client acknowledges that the provision and implementation of Updates and Upgrades, including intangible transfers, may be subject to Export Laws and sanctions and may require prior authorisation. FDCL may withhold or delay Updates or Upgrades to the extent necessary to comply with Export Laws or sanctions.

ARTICLE 15 - FORCE MAJEURE

15.1 Force Majeure Events

Neither Party shall be liable for any failure or delay in performing its obligations where such failure or delay results from events outside its reasonable control ("Force Majeure"), including acts of God, war, terrorism, armed conflict, pandemics, government actions, embargoes, labour disputes, natural disasters, or failures of third-party telecommunications or utilities. For the avoidance of doubt, delays or inability to deliver resulting from export licensing requirements or governmental export restrictions are governed by Article 13.4 and shall not be treated as Force Majeure events under this Article 15."

15.2 Notice

The affected Party shall notify the other Party in writing as soon as reasonably practicable after the Force Majeure event arises, specifying the nature and expected duration of the event and the obligations affected.

15.3 Mitigation

The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure event and to resume performance as soon as practicable.

15.4 Extended Force Majeure

If a Force Majeure event continues for more than 30 calendar days, either Party may terminate the Agreement (or the affected Order) by written notice, without liability, except for payment obligations already due.

ARTICLE 16 - TERM AND TERMINATION

16.1 Term

The Agreement takes effect upon the earliest of:

- (i) FDCL's written acceptance of an Order;
- (ii) Signature by both Parties of a Statement of Work, Pilot Agreement, R&D Project Agreement, or any equivalent engagement document that expressly incorporates or is expressed to be subject to these GTC;
- (iii) Client's unconditional acceptance of a quotation or proposal issued by FDCL; or
- (iv) Commencement of performance by FDCL following Client's written request or authorization, , provided that Client has been made aware of and has accepted these GTC in accordance with Article 2.2.

The Agreement remains in force until the Parties have fulfilled their respective obligations under all active engagement documents, unless earlier terminated in accordance with this Article. Where the Agreement governs multiple concurrent engagement documents (Orders, Pilot Agreements, R&D projects, or other), termination of one engagement document does not terminate the Agreement with respect to other active engagement documents, unless explicitly agreed in writing.

16.2 Termination for Cause

Either Party may terminate the Agreement or a specific Order with immediate effect by written notice if:

- The other Party commits a material breach that is incapable of remedy
- The other Party commits a material breach capable of remedy and fails to remedy it within 20 Business Days of receiving written notice
- The other Party becomes insolvent, is declared bankrupt, enters into administration, suspends payments, or is subject to comparable insolvency proceedings

16.3 Termination for Convenience

Either Party may terminate a Framework Agreement (if applicable) by providing at least 3 months' written notice. Individual Orders in progress at the time of termination continue in force subject to these GTC.

16.4 Consequences of Termination

Upon termination:

- All outstanding payment obligations of Client become immediately due and payable
- All software licenses granted under Article 7 terminate automatically
- Each Party shall return or destroy the other Party's Confidential Information within 30 calendar days
- FDCL may cease all ongoing Services and deliveries

16.5 Surviving Provisions

The following provisions survive termination or expiry of the Agreement:

Articles 1, 7.2, 8 (for amounts already due), 10, 11, 12, 13, 17, **19 (Military Use Classification and End-Use), and 20 (Data Protection and Security, for the duration of any applicable retention period or legal obligation).**

ARTICLE 17 - GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law

The Agreement, including these GTC, is governed by and construed in accordance with the laws of the Netherlands, excluding any conflicts-of-law principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG/Vienna Convention) is explicitly excluded.

17.2 Exclusive Jurisdiction

The Parties irrevocably submit to the exclusive jurisdiction of the competent courts in Rotterdam, Netherlands for the resolution of any disputes arising from or in connection with the Agreement.

17.3 Dispute Resolution Process

Before initiating litigation, the Parties shall attempt to resolve disputes as follows:

1. Good Faith Discussion (7 calendar days): Senior representatives shall attempt direct resolution
2. Escalation (14 days): If unresolved, decision-makers (e.g., CEOs) shall meet
3. Litigation: If unresolved after 21 days from initial notification, either Party may initiate court proceedings in Rotterdam

17.4 Injunctive Relief

Either Party may seek immediate injunctive relief or other equitable remedies from the competent court to prevent irreparable harm - without being required to first follow the dispute resolution process in Section 17.3.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Notices

All formal notices under the Agreement must be in writing and delivered by:

- Personal delivery
- Registered or certified mail (postage prepaid)
- Email with read receipt

To FDCL: Andreas Verbruggen (CEO), Kluyverweg 1, 2629HS Delft, Netherlands; commercial@fdcl.nl

18.2 Entire Agreement

These GTC, together with the Order and any separately executed Master Service Agreement or MNDA, constitute the entire agreement between the Parties regarding its subject matter and supersede all prior discussions, proposals, representations, and understandings.

18.3 Amendments

Amendments to the Agreement are valid only if made in writing and signed by authorized representatives of both Parties.

18.4 Severability

If any provision of the Agreement is found invalid or unenforceable by a competent court, that provision shall be deemed severed or modified to the minimum extent necessary. The remaining provisions shall continue in full force and effect.

18.5 No Waiver

Failure to enforce any provision at any time shall not constitute a waiver of FDCL's right to enforce that provision subsequently. A waiver is only valid if made in writing.

18.6 Assignment

Client may not assign, transfer, or subcontract any right or obligation under the Agreement without FDCL's prior written consent. FDCL may assign the Agreement to any affiliate, successor entity, or acquirer without Client's consent.

18.7 Independent Contractors

The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, employment relationship, or agency between the Parties.

18.8 Counterparts and Electronic Signatures

The Agreement may be executed in counterparts, each of which constitutes an original. Electronic signatures and PDF-signed copies are deemed legally valid and binding.

18.9 Language

These GTC are drawn up in the English language. In the event of any inconsistency between an English version and a translation, the English version shall prevail.

ARTICLE 19 - MILITARY USE CLASSIFICATION AND END-USE

19.1 Classification as Military Goods

All Products and Software supplied by FDCL Defence B.V. are classified as **military goods** within the meaning of applicable Dutch, EU, and international export control regulations, including:

- The Netherlands *Besluit strategische goederen* (Bsg) and *Wet strategische diensten* (Wsd)
- EU Common Position 2008/944/CFSP on arms exports
- The EU Dual-Use Regulation (EU 2021/821), where applicable
- The Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies
- The Arms Trade Treaty (ATT), to the extent applicable

This classification applies regardless of the specific Product configuration, whether hardware-only, software-only, or a combined hardware-software Product.

FDCL shall, where reasonably available, inform Client of the applicable control listings for Products and Software under Dutch and EU export-control lists, including whether any item is subject to Annex IV Regulation (EU) 2021/821 or national military-list control, it being understood that such information is provided for convenience only and does not replace Client's own classification obligations.

19.2 Intended End-Use

FDCL's Products and Software are developed and supplied exclusively for **defence and security applications**, including but not limited to:

- Military unmanned aerial vehicle (UAV/drone) autonomy and guidance systems
- Defence surveillance, reconnaissance, and target detection systems
- Embedded computing and mission-critical hardware for military platforms
- Integration into systems operated by or for armed forces, defence ministries, or authorized defence contractors

19.3 End-User Declaration

Prior to delivery of any Products or Software, Client shall provide FDCL with a signed **End-User Declaration** confirming:

1. The identity and legal status of the ultimate end-user
2. That the Products and Software will be used exclusively for lawful defence or security purposes
3. That the Client is authorized under Applicable Law to receive, possess, operate, and (if applicable) export the Products and Software
4. That the Products and Software will not be transferred, re-exported, or made available to any unauthorized third party without FDCL's prior written consent and all required governmental authorizations

FDCL may withhold or suspend delivery pending receipt of a satisfactory End-User Declaration.

Client represents that the information provided in any End-User Declaration is complete, accurate, and not misleading, and shall promptly notify FDCL of any material change to such information.

FDCL may treat any material inaccuracy or omission as a material breach of the Agreement.

19.4 Export License Requirement

Client acknowledges and accepts that:

- Delivery of Products and Software may be subject to the prior issuance of an export license or authorization by the competent Dutch or EU authority
- FDCL will cooperate in good faith to obtain required licenses, but cannot guarantee the issuance or timing of any such license
- FDCL shall not be liable for any delay or inability to deliver resulting from export licensing requirements or governmental restrictions
- Client shall promptly provide all information and documentation reasonably requested by FDCL or relevant authorities for the purpose of obtaining export authorizations
- Where Products or Software are classified under Annex IV of Regulation (EU) 2021/821 or equivalent national control lists, Client acknowledges that intra-EU transfers may also require prior authorisation.

19.5 Prohibited End-Uses and End-Users

Client shall ensure that Products and Software are **not** used for, and **not** transferred to parties associated with:

- Development, production, or deployment of weapons of mass destruction (chemical, biological, radiological, nuclear - CBRN)
- Parties listed on EU, UN, US (OFAC/BIS), or UK sanctions or debarment lists
- Jurisdictions subject to an arms embargo imposed by the EU, UN, or applicable national law
- Any use in violation of international humanitarian law or the laws of armed conflict
- Unauthorized third parties, including resellers, brokers, or sub-contractors, without FDCL's prior written consent

19.6 Compliance Audit

FDCL reserves the right to conduct, or commission a qualified third party to conduct, a compliance audit of Client's use, storage, and transfer of Products and Software, not more than once per calendar year, to verify compliance with this Article 19 and Article 13 (Export Control). Client shall cooperate fully and provide reasonable access to relevant records and facilities.

19.7 Notification Obligations

Client shall promptly notify FDCL in writing if:

- Client becomes aware of any actual or suspected diversion, unauthorized transfer, or misuse of Products or Software
- Client receives any inquiry, investigation, or enforcement action from a governmental authority related to Products or Software
- Client's export license, authorization, or end-user status changes in any material respect

19.8 FDCL's Right to Refuse or Suspend

FDCL reserves the right, at its sole discretion, to:

- Refuse or suspend any Order or delivery if FDCL has reasonable grounds to believe that the intended end-use or end-user does not comply with this Article 19 or applicable law
- Terminate any Agreement with immediate effect if Client breaches any obligation under this Article 19

- Report any suspected violation of export control or arms trade regulations to the competent authorities

This Article 19.8 operates in addition to and not in limitation of FDCL's rights under Article 13.6.

19.9 Indemnification

Client shall indemnify and hold harmless FDCL and its affiliates, directors, officers, and employees against any and all claims, penalties, fines, costs, and expenses (including legal fees) arising from:

- Client's breach of this Article 19
- Any unauthorized end-use, diversion, or transfer of Products or Software by Client or its customers
- Any violation of arms trade, export control, or sanctions regulations by Client

19.10 Survival

The obligations in this Article 19 survive termination or expiry of any Agreement indefinitely, or for such period as required by Applicable Law.

ARTICLE 20 – DATA PROTECTION AND SECURITY

20.1 Roles and Scope

To the extent FDCL processes Personal Data (as defined in the GDPR) on behalf of Client in the course of providing Products or Services (including remote support, hosted Software, or access to telemetry, logs, or imagery linked to identified or identifiable individuals), Client shall be the controller and FDCL shall be the processor within the meaning of the GDPR and applicable national data protection laws. The subject matter, duration, nature and purpose of the processing, the types of Personal Data, and categories of data subjects shall be further specified in a separate data processing agreement (“DPA”) between the Parties.

The Parties acknowledge that operational data generated or processed by the Software and Products (including, without limitation, telemetry data, sensor logs, imagery, and positional data) may, depending on deployment context, constitute Personal Data within the meaning of the GDPR. Whether and to what extent such data constitutes Personal Data shall be determined by the Client as controller, and documented in the DPA.

20.2 Data Processing Agreement

Where FDCL acts as a processor, the Parties shall enter into a DPA that complies with Article 28 GDPR and Applicable Law. In case of conflict between the DPA and these GTC regarding the processing of Personal Data, the DPA shall prevail.

20.3 Security Measures

FDCL shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such data, taking into account the nature of the processing, the risks of defence and UAV operations, and the state of the art, as required by Article 32 GDPR.

20.4 Data Breach Notification and Cooperation

In the event of a Personal Data breach affecting Personal Data processed by FDCL as processor, FDCL shall notify Client without undue delay and, where feasible, **within 48 hours** after becoming aware of the breach and shall provide such information and cooperation as Client may reasonably require to meet its legal obligations, including notification obligations towards supervisory authorities and data subjects.

20.5 On-Premise Deployments

Where the Software is deployed solely on infrastructure controlled by Client and FDCL does not access or otherwise process Personal Data relating to such deployment, FDCL shall not be considered a processor under the GDPR for such deployment. In such cases, Client shall remain solely responsible for compliance with data protection laws in relation to its use of the Software and Products.

20.6 Data Retention and Deletion.

Unless a longer retention period is required by Applicable Law (including applicable record-keeping obligations under export control or defence regulations), FDCL shall retain Personal Data processed under this Agreement only for as long as necessary to fulfil the purposes set out in the DPA, and shall, upon termination or expiry of the relevant Agreement or upon written request from Client, delete or return all Personal Data in accordance with the DPA and within a reasonable period not exceeding thirty (30) days, unless otherwise required by law."

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