

Ref: HKJE/GTCLMS

01/FEB/2012

HONGKONG JET GENERAL TERMS AND CONDITIONS FOR LOGISTICS, MAINTENANCE AND SUPPORT SERVICES

1. AREA OF APPLICATION

1.1 The General Terms and Conditions for Logistics, Maintenance and Support Services (“GTC LMS”) set out hereinafter shall govern the conclusion, content and performance of contracts for the supply of components, equipment, parts and material (“Logistics”). And to all work performed upon aircraft or equipment or parts thereof which HKJ shall carry out itself or delegate/subcontract to third parties (“Maintenance”). HKJ will not recognize differing terms and conditions of the Customer unless HKJ has explicitly consented to their applicability in writing.

1.2 In the event that any one or more of the present terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable term.

1.3 The present terms shall apply also to any future business relations with the Customer even if they are not explicitly reiterated.

2. OFFERS AND COST ESTIMATES

2.1 HKJ’s quotations and cost estimates are valid during the period mentioned in the proposal. If there is no respective information, HKJ remains bound for thirty (30) calendar days.

2.2 Requests are only binding if they are placed in writing or subsequently confirmed in writing. Electronic requests and confirmations are considered equivalent.

3. SCOPE OF ORDER

3.1 “Maintenance” encompasses – preventive Maintenance (safeguarding operational reliability) and corrective Maintenance (fixing defects so that normal operability is resumed) through inspection, repair or replacement of defective components or installation of technical upgrades.

3.2 Each order authorizes HKJ without additional approval by the Customer to carry out, or cause to be carried out all such work as shall be necessary for testing the object to which the order refers, with the exception of test flights.

3.3 Any test flights (if required) shall be conducted by the authorized customer crew and/or their appointed representatives. Any and all expenses related to flight testing (fuel, landing, over-flight fee, pre-flights checks, etc.) shall be paid by the Customer.

3.4 Work to rectify any defects reasonably required to allow for issuance of a Certificate of Release to Service will be carried out according to HKJ Quality Assurance Procedures.

3.5 HKJ shall be authorized to delegate/subcontract any work ordered by a Customer to an approved and authorized third party organization without previously notifying the Customer or obtaining specific consent for same.

3.6 Unless specifically otherwise agreed, all equipment and furnishings removed and not reinstalled in accordance with the specification shall become the property of HKJ.

4. PRICES

4.1 Prices fixed under contract shall refer exclusively to such work and supplies as are agreed upon in writing. Work not provided for in the contract or relevant confirmation of order shall be charged for separately. If no fixed price is agreed upon in advance, the parties shall agree for the Maintenance or Services to be performed on:

- (i) A flat rate basis; and/or
- (ii) A time and material basis.

For time and materials Work: (a) labour is billed according to the rates set forth in the HKJ rates in effect as of the date the Work is performed; and (b) materials are billed according to HKJ's / OEM standard prices in effect on the date the material is used.

4.2 HKJ may increase the remuneration for the Maintenance to take effect at the beginning of the following calendar year, as long as:

- (i) It reasonably justifies the increase with prior notice to the Customer, and
- (ii) Customer does not refuse the increase within 10 calendar days from receipt of the notice.

4.3. All prices shall be net ex-works unless specifically otherwise agreed. Subcontractor and spare parts price increases, foreign exchange rate fluctuations, and increases of customs charges, taxes or other dues augmenting HKJ's cost price shall be borne by the Customer even if they occur after the confirmation of order. Prices exclude all taxes, and Customer shall pay, indemnify and hold harmless HKJ with respect thereto. The Parties shall collaborate for the compliance with any tax laws and regulations, and provide each other with any certificate, document and assistance that the other Party can reasonably request to comply with worldwide tax laws and regulations

4.4. If the Customer purchases components required for maintenance work by HKJ directly and delivers these parts for installation, HKJ is entitled to charge for handling plus applicable taxes, custom and import charges. The amount of such charge for handling shall be established as per the then current price list of HKJ. Any Customer Furnished Material shall meet all requirements of HKJ's Part-145 MOE and associated company procedures and be accompanied by original certificates. HKJ may order components required for maintenance work on behalf of the Customer through Customers OEM Spare Parts Program and charges shall be invoiced (incl. applicable taxes) to OEM or the Customer as per the program rules, and in case of doubt to the Customer.

4.5. Services already made, or any materials ordered for agreed services shall be charged by HKJ to customer, even if the work itself should be fully or partially cancelled by the customer for any reason.

4.6 Prices are quoted for a standard aircraft, in average aircraft condition without consideration or research of aircraft history. Prices do not include additional work that may be required due to configuration of the aircraft, non-availability of documentation and drawings, discrepancies, corrosion and defects found during the performance of the work. If no fixed price is agreed upon, HKJ shall apply the prices it charges at the time of performance for the type of work involved.

5. PAYMENT TERMS

5.1 For Work estimated to exceed US\$10,000, HKJ reserves the right to demand progress payments on the following schedule: Fifty per cent (50%) of the estimated amount prior to commencement of Work on the Aircraft, and final payment due on date of final invoice. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. If, before completing the Work scope, or at any time thereafter, Customer is unable or unwilling to make due payment of any invoice, or Customer becomes insolvent or makes an assignment for the benefit of creditors, HKJ may (at its option), without prejudice to any other right or remedy that may be available, (a) retain Customer's Aircraft in the possession of HKJ, and/or (b) suspend performance of the Work until payment is made in full, or (c) terminate the Agreement

immediately by written notice

5.2 HKJ shall be entitled to demand a reasonable advance payment prior to commencement of work or partial or full payment at any time for the agreed work scope. The Customer cannot claim any interest for any payments made in advance regardless of the timing of such payments. Payments, including any advance payments, shall be due on the dates fixed even in the event of delivery postponement by the Customer.

5.3 The Customer guarantees that all cost and expenses incurred or taxes applicable in connection with the execution of the order shall be paid without any deduction on the dates or within the payment term specified in the invoice. If no date or payment term is specified in the invoice the Customer agrees to pay in any case within thirty (30) calendar days of issuing of invoice. In the event of HKJ performing any work at any location other than one of its own facilities, the Customer shall also reimburse HKJ for all costs, taxes and expenses incurred by or to be incurred by HKJ on such activities, including but not limited to the following: travel, car rental, board and lodging expenses as well as fee for travelling time and living allowances, transportation costs, duties, handling fee, charges, taxes, fees and cost of material.

5.4 The Customer shall not be entitled, in particular due to alleged or actual deficiencies, to withhold payment or part-payment for work performed by HKJ or offset any counterclaims, unless such counterclaims have been accepted by HKJ. If the Customer disputes an invoice in good faith it shall provide HKJ with written details of the disputed element within 10 days of receipt of the invoice and pay the undisputed part on time. Failure to comply with this Condition shall result in deemed acceptance by the Customer of the correctness of the invoice in question.

5.5 If the Customer fails to effect payment(s) at the dates due, HKJ shall be entitled to charge interest from the day on which payments have been due. Unless otherwise agreed, such interest shall be at the rate of 2% each accumulating month of delayed payment up to a maximum rate of 20% per year. In addition, HKJ may suspend the contract and stop work. In case the default is not remedied in 2 weeks after notifying the Customer of work stop, HKJ may terminate the contract.

5.6 Payment by credit cards, cheques, bills of exchange or money orders shall not be considered to have been effected until the date of positive crediting to the applicable HKJ bank account.

6. DEADLINES AND DEFAULT OF DELIVERY

6.1 Downtime and delivery dates shall only be binding if explicitly agreed on in writing and if:

- (i) Maintenance to be provided is clearly defined, and
- (ii) The aircraft or Part to be maintained is placed at HKJ's disposal at the agreed time, and if
- (iii) Customer has paid all amounts due under the relevant order.

6.2 Observance of such binding deadlines shall be subject to the Customer having previously met all contractual obligations, in particular the due and timely delivery of the object of order including keys, aircraft papers, etc., any permits, approvals and clarifications, the settlement of technical questions, the remittance of advance payments demanded by HKJ and the prompt fulfillment of the Customer's all other duties under the contract. If this is not the case, appropriate deadline postponements shall be specified or work stoppage may occur. Deadlines shall also be postponed if compliance with defined deadline is not possible because of force majeure or unforeseeable events such as lack of spare parts, disruption of operations, strikes, lockouts, etc.

6.3 In the event of a slot and/or work scope cancellation by the Customer, HKJ reserves the right to invoice for labour, planning and material investments related to project preparation. If the work scope of the contract changes by mutual agreement and if this results in a delivery delay, the delivery deadline will be extended correspondingly. HKJ will notify the Customer of this without delay and cite a new, appropriate deadline.

6.4 The same applies in case that the aircraft replacement parts and ground support equipment or parts have to be delivered by a third party for the work and the party is delayed and purchase of the parts from a different source is not reasonably possible.

6.5 In case such extended deadline is not met for reasons which HKJ is responsible for, the Customer shall have the right to withdraw from the contract by written statement after paying full compensation for the work already performed by HKJ. The Customer shall have a claim for damages only in cases where the Customer's losses, damages or expenses result directly from the willful misconduct or gross negligence of HKJ.

7. EXCHANGE PARTS

7.1 Exchange basis: If the customer is supplied with exchange parts, he shall return the off-core parts to HKJ within 10 days of the receipt of such exchange parts. The costs of exchange shall be determined in advance by the manufacturer of the parts or by HKJ.

7.2 Core units that are returned to close exchange transactions (billable or warranty) that require additional repair/overhaul outside of standard repair/overhaul costs will result in a supplemental billing from HKJ. If the additional charges exceed the sale price of a core replacement item, the core will be deemed as beyond economical repair (BER) and will subject the Customer to additional billing.

7.3 If for any reason whatsoever the customer returns a part remitted to him by HKJ without having used it, such part shall only be accepted if serviceable upon arrival at HKJ. The customer shall be re-charged any restocking fee or recertification charges levied by the OEM or vendor. If a returned part is found to be defective, the customer shall be charged with the cost of repairing it by supplementary invoice. If the part is not repairable, the customer shall be debited with the full sales price.

8. PASSING OF TITLE

8.1 Title to goods supplied (whether on their own or as part of the performance of services and whether separate and identifiable or incorporated in or mixed with other goods) by HKJ to the Customer ("Goods") shall remain with HKJ until full payment for work has been received by HKJ.

8.2 Customer shall, for the term of the retention of title, thoroughly keep the Parts under HKJ's retention of title, maintain them, insure and protect them against fire, water, damage and all other risk, as well as take all reasonable measures to secure HKJ's title. Any resale by the Customer of Goods in which title has not passed to the Customer shall (as between HKJ and the Customer only) be made by the Customer as agent for HKJ and the Customer shall be deemed to be holding any monies received from the resale of such Goods on trust for HKJ.

8.3 HKJ's employees and agents shall be entitled to enter any land, buildings, vehicles or aircraft where the Goods or part of them are situated or are reasonably thought to be situated, and may take possession of them at any time, to the extent permissible under the Applicable Law. If the Goods have been fitted to or fixed to an engine or aircraft, the Customer explicitly grants HKJ the right to take possession of them and HKJ's title in the Goods shall not be affected by any stipulation or rule of law that the Goods have become part of an engine or aircraft.

9. RIGHT OF LIEN

9.1 In respect of all claims, whether due or not, resulting from contractual relations with its Customers, including claims resulting from prior business relations with the Customer concerned, HKJ shall have, in addition to its legal right of retention, a contractual right of lien on such objects in its possession, independently of the Customer's proprietary rights. The Customer herewith gives its consent and approval to all measures reasonably taken by HKJ to secure its right of lien. The Customer agrees that HKJ has the right to retain the aircraft and / or to enforce such right of lien for the purpose of securing any of its claims against the Customer, including claims resulting from prior business relations with

the Customer concerned.

10. FORCE MAJEURE

10.1 HKJ shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond their reasonable control, whether arising from natural causes or human agency ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of HKJ's source of supply, shortage in material or energy, acts, orders or priorities of any aviation authority or government (e.g. non-issuance of an export license or non-approval of service deliveries as well as the withdrawal of such an export authorization), and embargo.

10.2 HKJ shall notify in writing Customer within two weeks following the occurrence of any event of Force Majeure citing this clause in said notice and shall supply all relevant information about its effects on the performance of its contractual obligations.

10.3 Unless mutually agreed to in writing, if HKJ is unable to perform because of Force Majeure, HKJ is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. HKJ shall not be subject to damage claims.

10.4 In case the duration of Force Majeure exceeds six months, the parties will have the right to terminate this contractual relationship immediately. Contractual obligations performed shall be remunerated. If the purchase price has been paid by the Customer in full, HKJ will refund the purchase price less the accrued cost and expenses of the contractual obligations.

11. DELIVERY, REDELIVERY AND ACCEPTANCE

11.1 The Customer shall deliver at its own expenses the aircraft, part or equipment to be repaired or maintained to the HKJ facility where such repair or maintenance shall take place.

11.2 The repaired and/or maintained aircraft, part or equipment shall be redelivered by HKJ Ex Works. Shipment of the Subject of Order to the Customer, including temporary storage of the same en-route or at destination, shall be entirely at risk and expense of the Customer.

11.3 Acceptance of the Subject of Order will be approved in writing or earlier if the Customer utilizes it. Acceptance will be at the expense of the Customer. Acceptance is not permitted to be refused for flaws that do not interfere with the airworthiness or significantly interfere with the functional capability of the Subject of Order. If during the acceptance inspection major defects are detected, acceptance is postponed. HKJ remedies detected defects and notifies the Customer of a new acceptance date.

11.4 Once HKJ has given the Customer written notice of completion of a repair or maintenance job, the Customer will inspect the Subject of Order within a period of no more than 5 working days from the date of notice, after which period the Customer will be in default and acceptance shall be deemed to have been declared without reservation. Acceptance shall be deemed to have been declared without reservation in any case when Customer puts into operation, without reservation, the deliverable, in particular when such object, to Customer's knowledge, is removed from HKJ's premises for other purpose than local test flight.

11.5 In case the aircraft or other Subject of Order remains at HKJ because

- (i) Formal redelivery and/or acceptance has not occurred due to work stoppage by HKJ or
- (ii) The contract is terminated by either party, or
- (iii) Acceptance deadline as stated in Art. 11.4 has lapsed, and in consequence the aircraft remains parked at HKJ,

Then it will be the sole responsibility of the Customer to define and formally order to HKJ any preventive or preservative maintenance measures to be applied to the aircraft during such extended grounding period of the aircraft to ensure continuing airworthiness and fitness for use of the aircraft. HKJ hereby expressly excludes any liability for dilapidation of the aircraft during any prolonged grounding period of the aircraft. The aircraft or Subject of Order will be entirely at Customer's risk, and HKJ will only be liable for destruction/damage to the aircraft arising directly from the willful misconduct of HKJ. Customer will be responsible for parking charges invoiced at the customary fee.

11.6 In case Customer fails to advise on performance of maintenance measures per Art. 11.5, or if Customer does not respond to HKJ request on such measures and if HKJ in its reasonable judgment concludes that certain preventive maintenance actions would be advisable, Customer agrees that HKJ has the right, but not the obligation, to define and perform such actions. Customer will remain fully responsible for the cost of such actions.

11.7 The provisions above shall not affect the risk for Customer to get in default already prior to expiry of the aforementioned period. The responsibility for technical condition and precaution, and, if applicable, for sustaining airworthiness of the object in question, as well as the risk of damage to the object shall, without further declarations, pass on to Customer, at the latest, as soon as the period pursuant to Art. 11.4 is expired or in case Customer leaves the object on HKJ's premises after having accepted it; in such cases HKJ shall solely be liable for damages or destruction of the object when caused willfully or grossly negligently by HKJ. HKJ may charge the Customer a fee for any efforts or expenses due to reasonable care and storage of the aircraft or Parts. However, HKJ shall not be under any obligation to care and store the aircraft in case of Customer default.

12. WARRANTY

12.1 HKJ warrants that maintenance and repair works carried out by it shall be free from any defects in workmanship for a period of 90 calendar days, 150 flight hours, or 100 cycles of the aircraft, whichever occurs first, after the completion of maintenance and/or repair work on the aircraft.

12.2 In case of work performed by third parties, HKJ's warranty shall be limited to the extent to which HKJ is entitled to claims against third parties and can successfully enforce such claims.

12.3 For equipment and spare parts, the respective third party manufacturer's and/or supplier's warranty shall be applicable and HKJ does not assume any additional warranty for such equipment and spare parts.

12.4 If the Customer demands that equipment, spare parts, material, etc. supplied by himself are used, HKJ bears no responsibility as to the function of the said equipment and/or installation and refuses any warranty for the same.

12.5 In case that any defect results from faulty workmanship of maintenance and/or repair work performed by HKJ, the sole remedy available to the Customer shall be the immediate remedy of such defect by HKJ by repairing and/or replacing, at HKJ's sole discretion. Other claims of the Customer are expressly excluded. In case the aircraft or Parts are not at HKJ's working place at the time a defect is reported, HKJ shall be entitled to appoint any working place where the defect will be rectified. HKJ is not responsible for any other costs or expenses including but not limited to transporting the aircraft or warranted items to any repair facility.

12.6 Warranty Notice

12.6.1 Above warranties are exclusive and Customer waives all other claims for warranties (express or implied) of HKJ to the Customer arising by law or otherwise with respect to or relating to Maintenance performed by HKJ under the order.

12.6.2 The warranty of HKJ shall exclude defects due to normal wear and tear or the aircraft and shall be voided if:

- (i) The Customer does not inform HKJ in writing within ten (10) days from the discovery of the defect,
- (ii) The Customer does not give HKJ immediate access to the aircraft in order to inspect the defects,

- (iii) The Customer or a third party appointed by the Customer has tried to repair the defect without prior inspection and/or authorization by HKJ,
- (iv) The Customer has not taken all precautions to prevent an aggravation of the damage, or
- (v) The Customer does not comply with operating instructions given by HKJ, the Aircraft Manufacturer, applicable authority requirements or other causes HKJ is not responsible for.

12.6.3 As long as the Customer is in default of payment, no warranty claims whatsoever shall be considered.

13. CONFIDENTIALITY

13.1 Both parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the concluded contract. Moreover, the parties shall ensure the confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

13.2 Confidential information of a party does not include information which:

- (i) Was already known to the other party, before it was made accessible by the disclosing party;
- (ii) Is or becomes generally known without the other party's responsibility;
- (iii) Was disclosed to the other party by a third party without any transfer restriction;
- (iv) Was developed by the other party itself without using or referring to the confidential information of the protected party;
- (v) Has to be disclosed based on a legally binding decision of a law court, administrative or other authority. In this case the party under the obligation to disclose has to inform the other party immediately about the decision and support protective measures the other party may want to take.

13.3 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of 3 years after termination of the contractual relationship.

13.4 Without the approval of the other party the disclosure of information to third parties is not permitted. The companies of the HNA Group, as well as its subsidiaries and enlisted specialists (lawyers, auditors, and experts) are not third parties in terms of this agreement. The parties hereby give explicit approval that confidential information may be disclosed to the aircraft's owner, operator, responsible Continuing Airworthiness Management Organization and/or Aviation Authority, as applicable. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

13.5 Advertising and publications about specific services in connection with the contractual relationship require the written approval of the other party. Without the written approval of HKJ the Customer may not advertise the fact that cooperation between the parties exists or existed, and may not give HKJ as a reference.

13.6 If a party violates the above-mentioned obligations of confidentiality, it owes, unless otherwise agreed, a payment to the other party, unless it can prove that it was not at fault. For each case the payment amounts to 10% of the total compensation or 10% of an annual remuneration in case of a recurring remuneration, but no more than HK\$500,000/case. This payment does not relieve the party from the obligation of confidentiality; but it is credited against the damages to be paid. Possible penal consequences remain reserved.

14. DATA PROTECTION

14.1 The parties commit themselves to adequate data protection, corresponding with Hong Kong legislation. In particular they undertake to take economically, technically and organizationally reasonable measures to protect the data affected by contract performance effectively against unauthorized knowledge by third parties.

14.2 Personal data may only be processed for the purpose and to the extent required for the fulfillment of the contract and for safeguarding a high service and security standard.

14.3 The parties transfer these commitments to their subcontractors, sub-suppliers and other third parties enlisted for the fulfillment of the contract.

15. LIMITATION OF LIABILITY AND INSURANCE

15.1 Any liability by HKJ shall be precluded unless the Customer's losses, damages or expenses result directly from the negligence or willful misconduct of HKJ. Liability for auxiliary personnel is excluded.

15.2 In no event will HKJ be liable for any incidental damages (except damages which are a direct consequence of physical damage to the Aircraft in HKJ's care and custody caused by HKJ's negligence or willful misconduct). To the fullest extent permitted under the applicable law, HKJ shall in no circumstances be liable for any consequential loss nor for special damages, indirect damages, loss of profits, loss of revenue or loss of use, even if informed of the possibility of such damages.

15.3 To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

15.4 The Customer shall be liable to HKJ for any damage he, his representative or his vicarious agents may cause to the subject of order, and for damage caused by negligence or intention to HKJ, its representatives or its vicarious agents.

15.5 HKJ is under no obligation to take insurance coverage for the Aircraft, its components or parts or equipment, which are located on its premises, in its workshops or on its parking areas. The Customer undertakes to take out insurance coverage for property (Hull All Risk Insurance including Hull War and Allied Perils coverage on aircraft and aircraft spare parts, including improvements installed thereon as the work progresses). The Customer furthermore undertakes to take out a respective third-party liability coverage (including flight risks, Aircraft Combined Single Limit/Third Party & Passenger Liability Insurance) with a combined single limit for the duration of this Agreement. It is moreover understood that the customer and its insurers/reinsurers waive all rights of recourse and/or subrogation against HKJ under the Hull All Risk, Hull War and Allied Perils and Aircraft Third Party Insurance and include HKJ its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and vicarious agents as additional insured. If the Customer has ordered services from HKJ on behalf of a third party, the Customer guarantees that such third party effects and maintains insurances in the same way. The Customer will upon HKJ's request produce copies of the respective insurance certificates for the insurances mentioned in this clause.

16. INDEMNITY

16.1 The Customer shall undertake to discharge HKJ from any third party claims that may be advanced against HKJ for any legal reason whatsoever in connection with any work carried out by HKJ to the Customer's order and to assume any and all expenses and costs that may be incurred by HKJ due to such claims.

16.2 The Customer assumes the risk of and agrees to indemnify and hold harmless HKJ (including its officers, agents and employees) from and against any and all liability, damage, loss, cost and expense, including attorney's fees, on account of any claim, suit or action made or brought against HKJ for the death of or injury to employees, agents, representatives and subcontractors of Customer, or damage or destruction of property of Customer, its employees, agents, representatives or subcontractors sustained in connection with Customer's presence on HKJ facilities (including its hangars and ramps but excluding HKJ's customer lobby and customer offices) during the course of the agreement, except due to the gross negligence or willful misconduct of HKJ or its employees (acting within the scope of their employment). This indemnification does not apply to damage or destruction of the aircraft upon which work is performed, which is addressed elsewhere under these General Terms.

17. COMPLIANCE

17.1 The parties agree that in pursuing any agreement, and in performing under their business relations, they will fully comply with all laws, regulations, and policies of their respective countries, including applicable anti-bribery laws.

17.2 The parties shall commit their personnel, subcontractors, sub-suppliers and other third parties enlisted for the fulfillment of the contract contractually to compliance with this article.

17.3 The Customer agrees to provide any information reasonably required by HKJ to ensure compliance by HKJ under any applicable laws and regulations in providing goods or services under these General Terms and Conditions for Logistics, Maintenance and Support Services and any related Purchase Order.

17.4 Customer hereby confirms that, as of the date of execution of the Agreement, and in performing its obligations under this Agreement, except as otherwise disclosed in writing to HKJ: none of registered owners, contractual owners, beneficial owners, and operators of the aircraft (or any of their representatives, agents, or persons/entities that own or control any of the foregoing), is

- (i) Subject to sanctions imposed by the Hong Kong Government,
- (ii) Is a person or entity designated by the European Union for purposes of asset freeze, sectoral sanctions, or restrictions on the receipt of any goods or technology,
- (iii) Is a person or entity designated by the US Government as a Specially Designated National or Blocked Person (SDN), Foreign Sanctions Evader (FSE), or on the Sectoral Sanctions Identification List (SSIL) or included on any of the US Government's Entity List, Denied Persons List, Debarred List, and Unverified List,
- (iv) Is owned or controlled by an SDN, FSE, SSIL or a person/entity on the European Union's or the US Government's restricted party lists identified in (ii) and (iii) above, or
- (v) Is organized, established, domiciled or resident in Cuba, Iran, North Korea, Sudan, Syria or in the Crimea Region.

18. APPLICABLE LAWS / PLACE OF JURISDICTION

18.1 Each of the parties to this Agreement irrevocably agree that these General Terms and Conditions for Logistics, Maintenance and Support Services are part of an international contractual relationship and each party (a), agrees that such relationship (and each part of it including the maintenance and repair order) shall be exclusively governed by and construed in accordance with Hong Kong law, and (b), agrees that the courts of Hong Kong shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity.

- COMMERCIAL IN CONFIDENCE -