

**CUSTOMER CONTRACT REQUIREMENTS**  
**Uk Apace Integrated Operational Support (A-IOS)**  
**CUSTOMER CONTRACT 4500270130**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

**1. DEFCONs** The following contract clauses are incorporated by reference from the United Kingdom (UK) Defence Contract Conditions (DEFCONs) which may be accessed on the UK Ministry of Defence (MOD) web site and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**566 Change of Control of Contractor** (MAR 2018).

1. Seller shall notify the Authority, through Buyer, in accordance with clause 3, as soon as practicable, in writing of any intended, planned or actual change in control of Seller, including any subcontractors. Seller shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of Seller in the UK or other jurisdictions where Seller may be subject to legal sanction arising from issuing such a notice.
2. For the purposes of this Condition, 'control' means the power of a person to secure that the affairs of Seller are conducted in accordance with the wishes of that person:
  - a. by means of the holding of shares, or the possession of voting powers in, or in relation to, Seller; or
  - b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating Seller.and a change of control occurs if a person who controls Seller ceases to do so or if another person acquires control of Seller.
3. Each notice of change of control shall be taken to apply to all contracts with Buyer. Notices shall be sent to Buyer's Authorized Procurement Representative. Written notice shall be provided to:  
The Boeing Company  
Attn: International Contracts  
5000 E. McDowell Road M/C M510-A233  
Mesa, AZ 85215
4. The Representative of the Authority shall consider the notice of change of control and advise Buyer in writing of any concerns the Authority may have, which shall be communicated to Seller. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority or Buyer to comply with its statutory obligations or matters covered by the declarations made by Seller prior to contract award.
5. Buyer may terminate the Contract by giving written notice to Seller within six months of the Authority and Buyer being notified in accordance with clause 1. Buyer shall act reasonably in exercising its right of termination under this Condition.
6. If Buyer exercises its right to terminate in accordance with clause 5, Seller shall be entitled to request Buyer to consider making a payment representing any commitments, liabilities or expenditure incurred by Seller in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by Seller and shall otherwise represent an unavoidable loss by Seller by reason of the termination of the Contract. Any payment under this clause 6 must be fully supported by documentary evidence. The decision whether to make such a payment shall be at Buyer's sole discretion.
7. Notification by Seller of any intended, planned or actual change of control shall not prejudice the existing rights of Buyer or Seller under the Contract nor create or imply any rights of either the Buyer or Seller additional to the Buyer's rights set out in this Condition.

**658 Cyber** (OCT 2017). By accepting this contract, Seller certifies its compliance with its obligations pursuant to Condition 3.1. In paragraph 2, any notifications shall be provided through Buyer. In paragraph 7, any termination/cancellation shall be carried out by Buyer in accordance with the General Provisions.