

REQUIRMENTS 28. "PAYMENTS, TAXES, AND DUTIES" SUPPLEMENTAL CLAUSES FOR CORPDOC 3INT

"LOCKHEED MARTIN" means Polskie Zakłady Lotnicze Sp. z o.o. having seats in Mielec, address: Wojska Polskiego 3, 39-300 Mielec, Poland.

(a) LOCKHEED MARTIN declares that it is an active VAT tax payer and has a tax identification number NIP: 817-17-20-432

(b) LOCKHEED MARTIN shall not be liable for any tax arrears of the SELLER. In particular, failure to meet the deadlines for issuing invoices or bills, regardless of the reasons, does not release the SELLER from the obligation to pay tax on goods and services (VAT) in a timely manner.

(c) SELLER declares that it carries out a registered business activity; it has all the necessary licenses and permits to perform it and is entitled to issue invoices in accordance with applicable regulations. The SELLER acknowledges that on LOCKHEED MARTIN's request the SELLER is obliged to present or provide information and documents confirming its compliance with applicable regulations

(d) Together with the first invoice, the SELLER shall provide LOCKHEED MARTIN with:

- (1) documents confirming the licenses and concessions held;
- (2) confirmation of registration for VAT
- (3) contact details of SELLER's three previous contractors along with credentials,
- (4) tax residency certificate.

(e) Together with the first invoice, the Polish established SELLER, will provide LOCKHEED MARTIN with the following additional documents (if applicable):

- (1) a printout from the register of the taxpayers held by the Head of the National Revenue Administration (so-called White list),
- (2) extract from the National Court Register,
- (3) extract from Binding Rate Information,
- (4) certificates of non-criminal record from the management board from the National Criminal Register,
- (5) extract from the Waste Database,
- (6) certificate of no tax arrears and certificate of no arrears in social security contributions,
- (7) extract from the Central Register of Excise Entities,
- (8) extract from the Central Register of the Beneficial Owners (CRBR)".

(f) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (i) LOCKHEED MARTIN's receipt (date of receipt) of SELLER's proper invoice; (ii) scheduled delivery date of the Work; or (iii) actual delivery of the Work.

(g) Notwithstanding the above, terms of payment shall not exceed sixty (60) days from the date of LOCKHEED MARTIN's receipt (date of receipt) of SELLER's proper invoice. In case advance payment is considered to be released to SELLER for account of performance of the Contract, SELLER is obliged to secure such advance payment by granting for benefit of LOCKHEED MARTIN bank or insurance guarantee which will be effective at least until acceptance of goods or services being delivered to LOCKHEED MARTIN. Such guarantee will be irrevocable, unconditional and paid of first demand and shall be established before advance payment is released, which means that advance payment will not be due until original of guarantee is served to LOCKHEED MARTIN,

(h) Where the SELLER's invoice includes an amount of the Polish VAT, payment shall be made in accordance with the split payment mechanism. Where the SELLER is a Polish VAT taxpayer listed in the White list and split payment cannot be applied, the payment shall be made to the bank account specified on the invoice. The SELLER shall be obliged to indicate the bank account number that is included in the White list. Where such a bank account number has not been indicated, LOCKHEED MARTIN shall be entitled to delay the payment until such a bank account number is properly indicated.. In the situation described in the previous sentence, LOCKHEED MARTIN is released from the obligation to pay late payment interest for the period between the agreed payment date and the date on which LOCKHEED MARTIN makes the payment to SELLER. Where the SELLER's invoice does not include an amount of the Polish VAT and the SELLER is not subject to the White list, the payment shall be made to SELLER's bank account indicated by the SELLER in writing and in line with rules of representation

(i) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHEED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHEED MARTIN.

(j) If it is necessary to issue an amended invoice increasing the amount to be paid resulting from the original / main invoice after the payment is made by LOCKHEED MARTIN, the payment should be made within the period specified in the contract. The due date for payment of the amended invoice should not be earlier than the payment resulting from the original / main invoice. On the amended invoice, the SELLER shall indicate the number of the original / main invoice. If the SELLER issues an amended invoice reducing the amount to be paid resulting from the original / main invoice after the payment is made by LOCKHEED MARTIN, the SELLER should refund the difference to LOCKHEED MARTIN within 14 days of the date of the amended invoice being issued. On the amended invoice, the SELLER shall indicate the number of the original / main invoice.

(k) The Parties shall be obliged to archive and keep invoices for at least 5 years from the end of the calendar year in which the time limit to the pay tax passed. Especially, the SELLER shall be obliged to archive copies of invoices that authorize LOCKHEED MARTIN to recover VAT in respect of the delivery of goods or services. In the case of failure to comply with the above obligation or if the copy of the invoice archived by the SELLER is incorrect for any reason, the SELLER shall be liable for damage to LOCKHEED MARTIN resulting from the determination of a tax liability and from interest and other costs incurred by LOCKHEED MARTIN, should it happen.

(l) LOCKHEED MARTIN shall have a right of setoff against payments due or at issue under this Contract or any other contract between the parties

(m) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.

(n) Unless otherwise specified, prices include all applicable taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

(o) The prices stated in the Contract are firm, fixed prices in Polish Zlotys or European Euros or United States Dollars

(p) Subject to the following points, LOCKHEED MARTIN shall have the right to deduct from the payments made to the SELLER any taxes which LOCKHEED MARTIN will be obliged to collect pursuant to the applicable provisions of Polish law ("withholding tax).

(r) If LOCKHEED MARTIN is obliged to deduct and pay withholding tax regarding payments made to the Foreign SELLER, then, for individual amounts of payments made in a given calendar year not exceeding the total limit of PLN 2,000,000 or for that part of the payment which in a given calendar year will not exceed PLN 2,000,000, LOCKHEED MARTIN shall have the right to apply a tax rate resulting from the relevant double taxation convention concluded between Poland and the country of residence (tax residence) of the Foreign SELLER or the non-collection of tax in accordance with such a convention, provided that the Foreign SELLER submits to LOCKHEED MARTIN:

(1) the original of a valid tax residency certificate (i.e. certificate of the place of the Foreign SELLER's residency for tax purposes issued by a competent tax authority) in paper or in electronic form (provided that such an electronic form is issued by the competent tax authority);

(2) if the Foreign SELLER is not an income tax payer - the original of a valid residency certificate of each of the partners / shareholders of the Foreign SELLER;

(3) documentation on the basis of which the Foreign SELLER will prove to LOCKHEED MARTIN that it is the beneficial owner of the payment and that it conducts actual business activity in the country of its tax residency

(s) If the Foreign SELLER's tax residency certificate expires, the Foreign SELLER shall be obliged to provide LOCKHEED MARTIN with a valid tax residency certificate immediately before the next payment to be made by LOCKHEED MARTIN.

(t) Failure to provide within the time limit the documents specified in (r) shall entitle LOCKHEED MARTIN to deduct from the payment to the Foreign SELLER the value of the withholding tax determined in accordance with the applicable Polish regulations.

(u) The "valid tax residency certificate" referred to in (d), (r) and (s) means: 1) a certificate whose validity period includes the payment date, or 2) a certificate issued not earlier than 12 months before the payment date if it was not issued for a specific calendar year and its expiry date is not specified.

(w) If there is a change in the data indicated in the submitted tax residency certificate or in any other documents referred to in (r), the Foreign SELLER shall be obliged to provide LOCKHEED MARTIN with a valid tax residency certificate or other valid documents referred to in (r) immediately, before the next payment to be made by LOCKHEED MARTIN.

(y) Subject to (r), LOCKHEED MARTIN, when required to deduct and pay withholding tax regarding payments made to the SELLER, shall deduct the withholding tax, in the amount specified by the Polish tax law, from individual payments made in a given tax year over the limit of PLN 2,000,000 or from that part of the payment which in a given calendar year will exceed PLN 2,000,000.

(z) If the payment was made in a foreign currency, for the purposes of determining whether the amount referred to in (r) and (y) has been exceeded, the amount of payment shall be converted into PLN at the average exchange rate of the given foreign currency announced by the National Bank of Poland on the last business day before the payment date. If it is not possible to determine the amount of payments made to the same taxpayer, it is assumed that it exceeded the amount referred to in (r) and (y).

(za) The Foreign SELLER declares that at the time of payment made by LOCKHEED MARTIN:

(1) it does not benefit from the exemption from income tax on its entire income, regardless of the source of the income;

(2) it is the beneficial owner, i.e. meets the following conditions jointly:

2a) it receives receivables for its own benefit, among other things, decides independently on their allocation and bears the economic risk related to the loss of those receivables or part thereof,

2b) it is not an intermediary, representative, trustee or another entity obliged legally or factually to transfer the receivables in whole or in part to another entity,

2c) it conducts actual economic activity in the country where its registered office is located.

(zb) In the event that, as a result of any defects, errors, deficiencies or inaccuracy of the data and information referred to in (za), LOCKHEED MARTIN is obliged to pay withholding tax in an amount higher than actually collected or is obliged to pay any penalties, interest, sanctions imposed on LOCKHEED MARTIN, resulting from collecting the withholding tax at an amount lower than due or not collecting withholding tax despite such an obligation, the Foreign SELLER shall refund LOCKHEED MARTIN the equivalent of this withholding tax and the equivalent of all costs incurred by LOCKHEED MARTIN regarding the above, especially the Foreign SELLER shall refund penalties, interest, sanctions imposed on LOCKHEED MARTIN by tax authorities.

(zc) The Foreign SELLER shall be obliged to cooperate with LOCKHEED MARTIN, including the obligation to submit to LOCKHEED MARTIN all documents and information indicated by LOCKHEED MARTIN that confirm the right to apply an exemption, reduced tax rate of withholding tax or not to collect the withholding tax