

## ADDITIONAL TERMS AND CONDITIONS

Capital terms used herein and not defined shall have the meanings provided in the Service Agreement (the "Agreement").

A. **Compliance with Laws, Rules and Regulations:** The **PROVIDER** shall at all times and at its own cost and expense, observe and comply with, all applicable laws and regulations of the Commonwealth of Puerto Rico ("Commonwealth"), all applicable federal laws and regulations, any applicable municipal ordinance, all laws and regulation of the Federal Aviation Administration ("FAA"), and any other applicable law, now existing or later in effect that are applicable to it or to the services included in the Agreement, including those laws expressly enumerated in this document, and those that may in any manner apply with respect to the performance of the **PROVIDER**'s obligations under the Agreement and/or any order, including any administrative or judicial mandate, interpretation, rule, ordinance or code established by any agency of the Commonwealth or the Federal Government or its agencies and/or **AEROSTAR** in relation to the services, occupation and/or operation under the Agreement. It is expressly acknowledged and agreed that the obligations of the **PROVIDER** to comply with the provisions of the present document shall be subject to applicable law, for so long as such law remains in effect and only to the extent required thereunder as the same may be amended from time to time. The **PROVIDER** shall notify **AEROSTAR** within seven (7) calendar days after receiving notice from any local or federal agency and/or Governmental Authority that the **PROVIDER** may have violated any of the above.

**B. Non-Discrimination Laws:**

1. It is an essential element of the Agreement that the **PROVIDER** shall comply with all applicable Commonwealth and Federal Laws regarding non-discrimination, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) Act No. 100 of the Legislative Assembly of Puerto Rico, enacted on June 30, 1959, 29 P.R. Laws Ann. § 146 *et seq.*, as amended; (ix) Act No. 17 of the Legislative Assembly of Puerto Rico, enacted on April 22, 1988, 29 P.R. Laws Ann. § 155 *et seq.*, as amended; and (x) Act No. 69 of the Legislative Assembly of Puerto Rico, enacted on June 6, 1985, 29 P.R. Laws Ann. § 1321 *et seq.*, as amended.
2. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 *et seq.*, the **PROVIDER** understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the Agreement; and/or from activities provided for under the Agreement on the basis of any disability. The **PROVIDER** agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided

by AEROSTAR through contracts with outside contractors. The **PROVIDER** shall be responsible for and agrees to indemnify and hold harmless **AEROSTAR** from all losses, damages, expenses, claims, demands, suits, and actions brought, by any party, against **AEROSTAR**, as a result of the **PROVIDER's** failure to comply with the provisions of this document.

C. **Commonwealth Non-Discrimination/Sexual Harassment Clause:** The **PROVIDER** hereby guarantees that in providing the services and/or products required to him/her through the present Agreement, it will abide and comply with Act No. 100 of the Legislative Assembly of Puerto Rico, enacted on June 30, 1959, 29 P.R. Laws Ann. § 146 *et seq.*, as amended (Non-Discrimination Act), Act No. 17 of the Legislative Assembly of Puerto Rico, enacted on April 22, 1988, 29 P.R. Laws Ann. § 155 *et seq.*, as amended (Sexual Harassment Act), and Act No. 69 of the Legislative Assembly of Puerto Rico, enacted on June 6, 1985, 29 P.R. Laws Ann. § 1321 *et seq.*, as amended (Sexual Discrimination Act). To those effects, the **PROVIDER** specifically agrees and recognizes as follows:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subcontract, required by the same the **PROVIDER** and/or, any sub-contractor or person acting on behalf of the **PROVIDER** and/or a sub-contractor shall not discriminate by reason of gender, race, creed, or color against any person who is qualified and available to perform the work to which the employment relates.
2. Neither the **PROVIDER** nor any subcontractor and/or any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required from the **PROVIDER** under the Agreement on account of gender, race, creed, or color.
3. The **PROVIDER** and all its subcontractors shall establish and maintain in full form and effect, during the duration of the Agreement a written sexual harassment policy and shall inform their employees of said policy. The written sexual harassment policy must contain a notice that sexual harassment will not be tolerated and inform the employees of the fact that those who practice or incur in sexual harassment will not be tolerated and will be subject to discipline.
4. The **PROVIDER** shall not discriminate by reason of gender, race, creed, or color against any contractor or supplier who is qualified to perform the work to which the contract relates.
5. The **PROVIDER** shall include the provisions of this document in every subcontract so that such provisions will be binding upon each contractor.
6. In the event that the **PROVIDER's** default results from a violation of the terms and conditions of this document, **AEROSTAR** may cancel or terminate the Agreement and the **PROVIDER** agrees to indemnify and hold harmless **AEROSTAR** from all losses, demands, suits and claims brought up by any party, against **AEROSTAR**, as a result of the **PROVIDER's** failure to comply with the provisions of this Section.

- D. **Tax Certificates and Compliance:** (a) The **PROVIDER** for itself and each of its equity participants (if the **PROVIDER** is a partnership under the New P.R. Revenue Code) represents that as of the date of the Agreement (i) neither it nor any of its Equity Participants has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center or (ii) it or its Equity Participants have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.
1. The **PROVIDER** and its equity participants acknowledge and agree that they shall obtain and deliver to **AEROSTAR**, prior to the execution date of the Agreement, the following:
    - a. A certification of filing of income tax returns for the past five years, issued by the Internal Revenue Division of the Department of Treasury of the Commonwealth or a certification by the **PROVIDER** and each of its Equity Participants (if the **PROVIDER** is a partnership under the New P.R. Revenue Code) that as of the Date of the Agreement it does not have and has not had to submit income tax returns and pay taxes in the Commonwealth during the past five years;
    - b. A "no taxes debt due" certificate, or payment plan and compliance therewith, issued by the Internal Revenue Division of the Department of Treasury of the Commonwealth.
    - c. A certificate of no debt, or payment plan and compliance therewith, with respect to real and personal property taxes issued by the Municipal Revenues Collection Center; and
    - d. A certificate of no debt, or payment plan and compliance therewith, for unemployment insurance, temporary disability (workmen's compensation) and chauffeur's social security issued by the Department of Labor and Human Resources of the Commonwealth.
  2. The **PROVIDER** must require from any contractor and/or sub-contractor, to comply with the dispositions of this Section.
  3. The **PROVIDER** shall be responsible for obtaining and requiring from all contractors and/or sub-contractors, said certifications and notify **AEROSTAR** of the Compliance with Section. This obligation will continue throughout the duration of the Agreement.
- E. **Non-Collusion and Acceptance:** The **PROVIDER** attests, subject to the penalties for perjury, that no director, member, officer or employee of the **PROVIDER**, directly or indirectly, to the best of the **PROVIDER**'s knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of the Agreement other than that which is expressly set forth in the Agreement.

F. **Local Goods and Services:** Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, 3 P.R. Laws Ann. § 930 *et seq.*, the **PROVIDER** shall use, to the extent available and applicable to the services provided hereunder, and to the extent permitted by applicable Law, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth by businesses operating in the Commonwealth or distributed by agents established in the Commonwealth.

G. **Integrity:**

1. The **PROVIDER** shall maintain the highest standards of integrity in the performance of the Agreement and shall take no action in violation of Commonwealth or Federal Laws and regulations. The **PROVIDER** certifies that it does not represent particular interests in cases or matters that would imply a conflict of interest or public policy between **AEROSTAR** and the interests it represents.
  - a. The **PROVIDER** covenants and agrees to not disclose, divulge or use, for its own or a third party's benefit, any information, confidential or otherwise acquired, learned or otherwise developed during the course of the contractual arrangements with **AEROSTAR**, except if such disclosure is: a) authorized in writing by **AEROSTAR**; b) required by law; or c) ordered by a competent court or Puerto Rico or Federal governmental body or entity with jurisdiction in the course of a litigation or administrative proceeding relating to **AEROSTAR**; provided, however, that the **PROVIDER** shall give **AEROSTAR** prompt notice prior to such disclosure to allow **AEROSTAR** to undertake reasonable efforts to obtain a protective order or otherwise protect the confidentiality of such information.
  - b. The **PROVIDER** covenants and agrees that the any Confidential Information disclosed or shared is under strict confidentiality. The **PROVIDER** shall use reasonable care, but in no event less care than a reasonable business person uses to safeguard and protect its own confidential information, to protect the Confidential Information. Except as otherwise specifically provided in the Agreement, **PROVIDER** shall not: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from **AEROSTAR**; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.
  - c. The **PROVIDER** acknowledges and accepts that any unauthorized use or disclosure of **AEROSTAR**'s Confidential Information is likely to cause injury not readily measurable in monetary damages and therefore irreparable to **AEROSTAR**. Therefore, the **PROVIDER** acknowledges and accepts that if the **PROVIDER** breaches any of its obligations with respect to confidentiality and unauthorized use of the Confidential Information hereunder, **AEROSTAR** shall be entitled, without waiving any other rights or remedies, to equitable relief to protect its interest therein, including but not limited to, injunctive relief without the necessity of posting bond, as well as money damages notwithstanding anything to the contrary contained herein.

- d. Notwithstanding the Term of the Agreement, the obligations set forth in this section will (i) apply to any Confidential Information disclosed to **PROVIDER** before and/or after the execution of the Agreement, and (ii) be maintained until such time as said information shall become available to the general public without restriction, not as a result of any action or omission of the **PROVIDER**, its affiliates, officers, directors, shareholders, trustees, employees, contractors, subcontractors, and/or agents.
  - e. For the purpose of the Agreement “Confidential Information” means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. “Confidential Information” includes, without limiting the generality of the foregoing, the terms of the Agreement, and information (i) relating to **AEROSTAR**’s business or operations, including but not limited to technical data, know-how, systems, corporate structuring, trade secrets, access passwords, policies, rules, manuals, list of suppliers, fees and clients,; (ii) concerning persons or entities who obtain products or services from **AEROSTAR**; or (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.
2. The **PROVIDER** shall not, in connection with the Agreement or any other agreement with **AEROSTAR**, directly, or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any director, officer, member or employee of **AEROSTAR**.
  3. The **PROVIDER** shall not, in connection with the Agreement or any other agreement with **AEROSTAR**, directly or indirectly, offer, give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any director, officer, member or employee of **AEROSTAR**.
  4. The **PROVIDER** shall not accept or agree to accept from, or give or agree to give to, any director, officer, member or employee of **AEROSTAR**, any gratuity from any person in connection with the Agreement that is intended by the provider thereof to be a material inducement to enter into the Agreement or any other agreement.
  5. The **PROVIDER**, upon being informed that any violation of the provisions of the Agreement has occurred or may occur, shall immediately notify **AEROSTAR** in writing.
  6. The **PROVIDER**, by execution of the Agreement and any request for compensation pursuant hereto, certifies and represents that it has not violated any of the provisions of the Agreement.
  7. The **PROVIDER** certifies that no public official nor employees of the Authority nor a member of their family (whichever applicable), has direct or indirect interest in the Agreement.

8. The **PROVIDER** certifies that it does not receive any payment nor compensation for services rendered under appointment to any other agency, organism, public corporation or municipal government of Puerto Rico or related public instrumentality.
  9. In the event the **PROVIDER** default as a results from a violation of any of the provisions of this Section, **AEROSTAR** may terminate the Agreement and any other agreement with the **PROVIDER**, and debar and suspend the **PROVIDER** from doing business with **AEROSTAR**. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those **AEROSTAR** may have under law, statute, regulation, or otherwise.
  10. For purposes of this Section only, the words “consent” and “gratuity” shall have the following definitions:
    - a. “consent” means written permission signed by a duly authorized officer or employee of **AEROSTAR**; provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal or contractual terms, **AEROSTAR** shall be deemed to have consented by virtue of execution of the Agreement; and
    - b. “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- H. **Commonwealth Tax Liabilities:** The **PROVIDER** shall inform **AEROSTAR** if, at any time during the term, it becomes delinquent in the payment of taxes imposed by any Governmental Authority of the Commonwealth.
- I. **Sub-Contracts:** To the extent permitted by applicable law and by the Agreement, the **PROVIDER** shall include the provisions of this Document in every subcontract and supply contract so that they shall be binding on each contractor.
- J. **Governmental Contractor Code of Ethics:** The **PROVIDER** shall comply with the requirements of the Code of Ethics for Contractor, Suppliers and Solicitors of Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico pursuant to Act No. 84 of June 18, 2002.
- K. **Duty to Inform of Criminal Investigations:** The **PROVIDER** shall inform **AEROSTAR** if, at any time during the term, it becomes subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function, or charges involving public funds or property.
- L. **Practice of Engineering, Architecture and Other Professions in the Commonwealth:** To the extent that the performance of any of the services described in the Agreement involves performance of architectural, engineering, land surveying, and landscape architecture services governed by Act

No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, 20 P.R. Laws Ann. § 711 et seq., as amended, then (a) the **PROVIDER** shall comply (and shall require its subcontractors or agents, if any, to comply) with such Act No. 173 and (b) the **PROVIDER** shall monitor compliance by its subcontractors and agents with such Act No. 173.

- M. The **PROVIDER** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. **PROVIDER** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Lessor's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this document. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Agreement.
- N. The **PROVIDER**, its sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. **PROVIDER** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by **PROVIDER** or its subcontractors to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as **AEROSTAR** deems appropriate.