



*Supply chain Progress towards
Aeronautical Community Excellence*

PRACTICE COMPLIANCE CODE

<u>Content:</u>	2
Terminology	3-5
Präambel	6-8
I. Benchmark Service	9
II. Referral Service (external consultants)	10
III. Improvement Service	11
- 1 st step: preparation of LIS	11
- 2 nd step: preparation of FLIS	12
- 3 rd step: implementation of the FLIS and follow-up	13-14
- Emergency Procedure	15
IV. "Key technology" events / workshops	16
V. Identification of public funding projects	17
VI. Sanctions	18-19
VII. Dispute Resolution	20
Signature Page	21

TERMINOLOGY

All definitions below shall apply identically in all founding documents of SPACE Deutschland (i.e. the Articles of Association, the Rules of Procedure and the Practice Compliance Code)

Associate Members

Are Members of SPACE Deutschland as defined in article 3.2 of the Statutes.

Benchmark Provider

An independent consultant having no conflicting interests with any Ordinary Member or Associate Member and providing the Benchmark Service.

Benchmark Services

One of the four main services proposed by SPACE Deutschland as defined in the Practice Compliance Code.

Committee

It is composed of a limited number of representatives of Ordinary Members and takes decisions in the areas defined in the Statutes of SPACE Deutschland (*Vorstand*).

Compliance Officer

An independent external consultant with the specific missions defined in article 4.3 of the Rules of Procedure.

Detailed Report

Report prepared by Benchmark Provider following the implementation of the Benchmark Service, which identifies all participants in the Benchmark Service and may only be communicated to the Managing Director.

Dispute Resolution Procedure

The alternative dispute resolution scheme provided for in section VII. of the Practice Compliance Code.

Extraordinary General Meeting

The meeting of Ordinary Members as defined in article 13 of Statutes.

Final List of Improvement Services

List summing up the Improvement Services to be provided by SPACE Deutschland for a given year. It is defined by the Managing Director following a diagnosis phase on the basis of input from Ordinary Members and is subject to the acceptance by the sub-tier suppliers concerned.

Global Anonymous Report

One of the reports to be made by the Benchmark Provider following the implementation of the Benchmark Service. This report is entirely anonymous (i.e. does not allow to identify any participant) and only contains aggregated information.

Group

A Group within the meaning of the SPACE Project shall be composed of different companies one or several of which hold control over others. Control shall be constituted by rights, contracts or any other means which, either separately or in combination and having regard to the considerations of fact or law involved, confer the possibility of exercising decisive influence.

Improvement Services

One of the four main services proposed by SPACE Deutschland as defined in the Practice Compliance Code.

Managing Director

He is the representative of SPACE Deutschland as defined in article 12 of the Articles of Association (*Geschäftsführer*).

Members of SPACE Deutschland

As defined in article 3 of the Statutes, the Ordinary Members, the Associate Members and the Sponsoring Members together are the Members of SPACE Deutschland.

Mission Report

Prepared by the Steering Committee following an Improvement Action. It has to be communicated to the Managing Director only.

Ordinary General Meeting

The meeting of Ordinary Members as defined in article 12 of the Statutes.

Ordinary Members

Are Members of SPACE Deutschland as defined in article 3.1 of the Statutes.

Participants of the SPACE Deutschland project

All Members of SPACE Deutschland, all qualified Benchmark Providers, all Seconded Personnel, all representatives on the Committee, all employees of SPACE Deutschland, the Managing Director and the Compliance Officer.

Referral Services (External Consultants)

One of the four main services proposed by SPACE as defined in the Practice Compliance Code.

Sensitive Information

Sensitive Information is regarded as all information pertaining to any company of the aeronautical supply chain that could allow other companies to determine their commercial behaviour as well as all information relating to the suppliers' situation and not available to the public. The following is a non-exhaustive list of information that is considered *sensitive*:

- the price of sale as well as commercial conditions (conditions and deadlines for payment, rebates, delivery time, for instance);
- information relating to production costs;
- information relating to research and development;
- volumes of production and capacities of production, stocks, productivity rate;
- purchase volumes, purchase prices, supply sources, volume of sales, market shares, client files or supplier files;
- investment policies, and more generally, commercial strategies;
- information relating to the internal organisation of any company involved;
- the Detailed Report and Semi-Anonymous Report prepared by Benchmark Provider for the benchmark process;
- more generally, any information pertaining to any supplier and normally regarded as a business secret.

Seconded Personnel

Personnel of Members sent to premises of Associates for the supply of the Improvement Services.

Semi-Anonymous Report

One of the reports to be made by the Benchmark Provider following the implementation of the Benchmark Service. Each Semi-Anonymous Report identifies only one sub-tier supplier participants to the Benchmark and is only to be communicated to him.

Sponsoring Members

Are Members of SPACE Deutschland as defined in the article 3.3 of the Statutes.

Steering Committee

Ensures the good functioning of Improvement Services. It is chaired by the Associate Member benefiting of the Improvement Services. It is composed of the Managing Director and Seconded Personnel.

PREAMBLE

I. The undersigned entities and association have decided to put in place an association under German law, called "SPACE Deutschland" (*Supply chain Progress towards Aeronautical Community Excellence Deutschland*), to improve the efficiency of the aeronautical supply chain in Germany by support and assistance to sub-tier suppliers for the improvement of their industrial performances - particularly their on-time delivery, product quality, reliability and ramp up capability.

In order to do so, SPACE Deutschland has put in place four main services:

➤ **Benchmark Services**

The purpose is to enable suppliers to self-assess their level of performance through a process conducted by an independent party ("Benchmark Provider") subject to a strict confidentiality requirement. It will also, by the use of anonymous reports, enable any actor of the aeronautical supply chain to assess the level of its global performance.

➤ **Referral Services (External Consultants)**

The purpose is to make available to all interested suppliers a list of external consultants offering industrial performance development services.

➤ **Improvement Services**

The purpose is to generate synergies through industrial improvement services proposed by SPACE to the benefit of identified sub-tier suppliers having industrial sites in Europe.

➤ **Organisation of events and workshops on important industrial / technologic subjects (state-of-the-art)**

The purpose is to generate informative and supportive events and workshops on industrial/ technological subjects which will have a significant business impact on the industrial performance and competitiveness of the German sub-tier suppliers.

II. In order to fulfil the aforementioned objectives:

- SPACE Deutschland daily activities and projects will be led by the Managing Director who shall be fully independent of its Ordinary Members and Associates Members.
 - He/She must be hired by SPACE Deutschland outside of the Ordinary Members.

PRACTICE COMPLIANCE CODE - PREAMBLE

CONFIDENTIAL

- His/Her performance assessment is based solely on the success of SPACE Deutschland's activities.
 - He /She reports exclusively to the Committee of SPACE Deutschland.
 - The decision to hire and dismiss the Managing Director is taken by Committee after consulting the Compliance Officer.
 - An independent Compliance Officer will be appointed and will act as a consultant for the Committee and Managing Director for the application of the present rules, and will act furthermore according to the Dispute Resolution Procedure described in section VII. hereafter.
- A Dispute Resolution Procedure (section VII.) has been defined to allow a fair and timely resolution of any dispute arising from the implementation of the Practice Compliance Code. This procedure is binding upon the Ordinary Members and voluntary for all other Participants.

III. To achieve those measures, all Participants to the SPACE Deutschland projects shall strictly adhere to a certain number of guiding principles:

- There shall be no disclosure or exchange of Sensitive Information pertaining to any Participant of the SPACE Deutschland project, except what is authorized in the present document;
- Sub-tier suppliers are at liberty to choose whether or not to make use of services offered;
- Managing Director and Compliance Officer remain independent of and do not receive instructions from SPACE Deutschland Members;
- In all respects, SPACE Deutschland activities will be limited to recommendations on the improvement in the supply chain and under no circumstances shall SPACE Deutschland or its representatives interfere in the management of the sub-tier suppliers' activity;
- One of the founding principles of SPACE Deutschland shall be the non-discrimination between the Participants of the SPACE Deutschland projects;
- The purpose of the Practice Compliance Code is to provide guidelines for the implementation of SPACE Deutschland services;
- Addressees of the Practice Compliance Code shall note that compliance with the provisions therein is fundamental and that failure to do so :
 - will lead to the application of sanctions as laid down in this Code,


- and may expose the Participants to the project to serious legal risks.

Therefore the Parties agree on the following procedures:

I. Benchmark Service

Process steps	Implementation by participants	Reference documents
<div>Managing Director appoints Benchmark Provider</div>	<ul style="list-style-type: none"> • Managing Director shall ensure the independence of the Benchmark Provider from SPACE Deutschland Members and Associates. • Benchmark Provider guarantees the absence of conflict of interests. 	See Article X of the contract concluded between SPACE Deutschland and Benchmark Provider
<div>Benchmark Provider provides sub-tier suppliers with a questionnaire based on performance indicators</div>	<ul style="list-style-type: none"> • Committee and Managing Director define performance indicators. • Managing Director shall be the only link between the Benchmark Provider and SPACE Deutschland. • Sub-tier suppliers are at liberty to choose whether or not to complete the questionnaire. • Benchmark Provider shall not divulge the identity of any sub-tier supplier refusing to participate in the Benchmark. 	See Article X of the contract concluded between SPACE Deutschland and Benchmark Provider, Article Y of the Managing Director's employment contract
<div>Sub-tier suppliers fill in the questionnaire and return it to Benchmark Provider</div>	<ul style="list-style-type: none"> • Benchmark Provider shall be bound by an absolute obligation of confidentiality with respect to the Sensitive Information received either during or after the mission. 	
<div>Benchmark Provider collects all data and prepares three types of reports</div> <div> <div> <div>Global Anonymous Report is made available to all Members</div> <div>1</div> </div> <div> <div>Personalized Semi-Anonymous Reports are provided to each concerned sub-tier supplier</div> <div>2</div> </div> <div> <div>A Detailed Report may be provided to Managing Director</div> <div>3</div> </div> </div>	<ol style="list-style-type: none"> 1. Managing Director makes the Global Anonymous Report available to all Members. 2. Benchmark Provider shall under no circumstances communicate the Semi-Anonymous Reports to any other Participant. 3. Benchmark Provider and Managing Director shall ensure that the Detailed Reports remain confidential, both during and after their respective missions with SPACE Deutschland. 	

II. Referral Service (external consultants)

Process steps	Implementation by participants	Reference documents
<div>Managing Director selects External Consultants</div> 	<ul style="list-style-type: none"> • Managing Director defines a list of objective criteria for accreditation of External Consultants (experience, competence, specific expertise...). • Compliance Officer validates the list of criteria, further to a deliberation of the Committee. • Managing Director selects External Consultants on this basis. 	
<div>The list is made available to all Members, and any use is purely voluntary</div>	<ul style="list-style-type: none"> • Managing Director makes the list available on SPACE Deutschland website. • Any relationship between a sub-tier supplier and an External Consultant is outside the scope of SPACE Deutschland. • The conditions of such missions are freely negotiated and the cost of the missions are borne by the sub-tier supplier. • SPACE Deutschland disclaims any possible liability resulting from the publication of the list. 	

III. Improvement Services Germany

1st Step: Preparation of draft List of Improvement Services (**LIS**) by Managing Director

Process steps	Implementation by participants	Reference documents
<p>1. Quarterly Ordinary Members communicate to the Managing Director their own supplier candidate list for Improvement Services</p>	<ul style="list-style-type: none"> • Ordinary Members identify sub-tier suppliers for which they intend to provide unilateral Improvement Services in the year to come, as well as the industrial objective pursued and the resources to which they commit. • Ordinary Members and Managing Director must not disclose the candidate lists to any other Participant. 	See Article X of the Managing Director's employment contract
<p>2. Managing Director identifies duplication in the different unilateral candidates lists</p>	<ul style="list-style-type: none"> • Improvement Services can only be provided to suppliers' German industrial facilities. • Managing Director identifies duplication in different candidate lists (i.e. suppliers appearing in the lists of at least two Ordinary Members). 	
<p>3. Managing Director requests from sub-tier supplier its consent for implementation of the Improvement Services</p> <p>Yes</p>	<ul style="list-style-type: none"> • Managing Director will not disclose to Members the identity of those suppliers who have refused the action plan proposed and the reasons for such refusal, except with the written consent of the concerned sub-tier supplier. • Managing Director defines for each sub-tier supplier having given its consent a draft of objectives for an Improvement Service. • Sub-tier supplier candidate shall become an Associate Member of SPACE Deutschland, if not already the case, to benefit from the project 	
<p>4. Managing Director communicates to each Ordinary Member concerned draft list of Improvement Services (LIS) corresponding to its candidate list</p>		Article Y of the Managing Director's employment contract

Continued on the following page

III. Improvement Services Germany

2st Step:Diagnosis and Final List of Improvement Services (*FLIS*)

Process steps	Implementation by participants	Reference documents
<pre> graph TD Q5[5. Personnel to allocate still available?] -- No --> A[Managing Director solicits other concerned Members] A --> B[No] B --> C[sub-tier may hire an external consultant] C --> D[6. Managing Director set up the most appropriate team with executive personnel available (or selection process of external consultant by the sub-tier supplier according Part II). First to conduct the diagnostic and then to support the implementation of the FLIS agreed with the supplier] Q5 -- Yes --> D </pre> <p>5. Personnel to allocate still available ?</p> <p>No</p> <p>Managing Director solicits other concerned Members</p> <p>No</p> <p>sub-tier may hire an external consultant</p> <p>6. Managing Director set up the most appropriate team with executive personnel available (or selection process of external consultant by the sub-tier supplier according Part II). First to conduct the diagnostic and then to support the implementation of the FLIS agreed with the supplier</p>	<ul style="list-style-type: none"> • Managing Director verifies the availability of the personnel separately and in full confidentiality with each Ordinary Member concerned. • Ordinary Members shall only invoke objective and verifiable justification for not allocating the resources committed in the unilateral candidate list. • In such a case, the Managing Director will determine whether he can run the Improvement Services with other available resources from other concerned Ordinary Members. If it is not possible, the implementation of the Improvement Services will be either delayed or the Managing Director may ask to the sub-tier supplier whether it is willing to implement the project with an external consultant. Two scenarios: <ul style="list-style-type: none"> •The sub-tier supplier accepts to finance the project – choice of the external consultant and process is therefore governed by the rules set at Part 2 Referral Service of the present compliance code. •The sub-tier is eligible for public funding for this kind of project - it will apply for it on its own but SPACE Deutschland may provide it with support, if necessary and accurate (for instance, administrative support). Once the funding received, it will be able to consult an external consultant, following the process set at Part 2 Referral Services of the present code. 	
<p>7. Preparation by Managing Director and Steering Committee of a mission statement for each Improvement Service</p> <p>Managing Director can add improvement actions that he/she would identify as being in the interest of the supply chain on the basis of the human resources available. In such a case he/she shall resume the procedure from Step 3.</p> <p>Continued on the following page</p>	<ul style="list-style-type: none"> • The Improvement Service is integrated in the Final List Improvement Services (FLIS) •SPACE Deutschland concludes a secondment contract with each Ordinary Member concerned for the allocation of personnel or the sub-tier supplier concludes a contract with an external consultant. • Managing Director sets up a Steering Committee chaired by the sub-tier supplier and composed of Seconded Personnel or external consultant. • Steering Committee drafts a mission statement. • Managing Director validates the mission statement. 	<p>See Article X of the the standard secondment agreement between SPACE Deutschland and each founding member and the standard list of obligations that will be added to employment contrat of the seconded personnel with regard to the proper execution of the secondment mission</p> <p>Mission statement / SLA</p>

• III. Improvement Services Germany

3rd Step: Implementation of the FLIS and follow-ups

Process steps	Implementation by participants	Reference documents
<p>8. The Seconded Personnel carry out the mission under the leadership and liability of the sub-tier supplier's management</p> <p>Continued on the following page</p>	<p><u>In case Seconded Personnel is involved, the following shall apply:</u></p> <ul style="list-style-type: none"> • Seconded Personnel will be bound by a strict duty of care, notably regarding confidentiality of Sensitive Information and commercial neutrality towards sub-tier suppliers (no interference in sub-tier suppliers' management). The Seconded Personnel will not report within its own company. • So as to allow the Managing Director to optimise the ressources available (in number and competence), regular meetings will be organised with the Committee where the Managing Director will be able to ask for support from Ordinary Members. • The meetings will be held on the basis of two documents prepared by the Managing Director: (i) an agenda and (ii) an Improvement Services Plan (ISP), listing all Improvement Services envisaged. The identity of sub-tier suppliers will be anonymised (as to make the supplier not identifiable) in the ISP ("Supplier A", "B", "C", etc.); the identity of a given sub-tier supplier will only be disclosed to the Ordinary Members who have listed this sub-tier supplier in their candidate list (cf. above). • The meetings must only concern ressources or technical issues, and must comply with Sensitive Information requirements, and discussions will be reflected in minutes. In this respect, the Ordinary Members will not issue any instructions to the Managing Director, but will only provide support as requested by the latter. All decisions resulting from the discussions therefrom will be solely taken by the Managing Director. • The Managing Director will provide to the Committee with an appropriate level of feedback as to the general progress status of the Improvement Services, in compliance with confidentiality and Sensitive Information requirements. • Steering Committee prepares the Mission Report which is communicated to the Managing Director only. • Seconded report regularly to the Managing Director on progresses with respect to their missions. <p><u>In case external consultant is involved, the following shall apply:</u></p> <ul style="list-style-type: none"> • In the case of external consultant involved, the sub-tier supplier and the External consultant will prepare a mission report and will communicate it to the Managing Director only, subject to the sub-tier supplier's agreement. 	<p>SPACE Deutschland "Non Disclosure Agreement"</p>

• III. Improvement Services Germany

3rd Step: Implementation of the FLIS and follow-up

Process steps	Implementation by participants	Reference documents
<p>↓</p> <p>9. Managing Director assesses the Mission Report and writes a report indicating progresses made</p> <p>↓</p>	<ul style="list-style-type: none"> • Managing Director must not disclose the Mission Report to anyone. • Managing Director ensures that his/her report contains no Sensitive Information. 	<ul style="list-style-type: none"> • Mission Report from Expert • Summary Report from Managing Director
<p>↓</p> <p>10. The concerned Ordinary Members receive the Managing Director report</p> <p>↓</p>	<ul style="list-style-type: none"> ▪ Managing Director may make available his Semi-Anonymous Report to other Ordinary Members with prior consent of the sub-tier supplier and in compliance with Sensitive Information requirements, in order to demonstrate improvements made. This would also allow sub-tier suppliers to show other Members the improvements made to their processes. 	<p>See Article X of the Managing Director's employment contract</p>
<p>↓</p> <p>11. Managing Director reports on all Improvement actions in his/her annual report</p>	<ul style="list-style-type: none"> • Managing Director may make available a further Global Anonymous Report to all members in a non-identifiable and aggregated form. 	

• III. Improvement Service in Germany

Emergency Procedure

Process steps	Implementation by participants	Reference documents
<p>Ordinary Members identify a major and imminent industrial risk related to a sub-tier supplier, which requires immediate action</p>	<ul style="list-style-type: none"> • Ordinary Members identify a major and imminent industrial risk related to a sub-tier supplier, which requires immediate action and submit a request of Emergency Procedure to the Managing Director. 	
<p>Managing Director decides on the validity of the request</p>		
<p>Managing Director contacts the sub-tier supplier and requests the latter's consent for the Emergency Procedure</p>		
<p>Does the sub-tier supplier accept?</p>	<ul style="list-style-type: none"> • NO : Managing Director communicates the refusal only to the Ordinary Members having identified the issue. • YES : Managing Director resumes Improvement Service Procedure at Step 4. 	

• IV. “Key technology” events/ workshops in Germany

Procedure

Process steps	Implementation by participants	Reference documents
<p>Managing Director and/or Ordinary Member identify major key technologies which will have a significant business impact to the sub-tier suppliers in the future.</p> <p>Managing Director works out the content of information to be provided to the sub-tier suppliers during the technology events / workshops</p>	<ul style="list-style-type: none"> • Identification by the Managing Director or proposal from an Ordinary Member, to launch a workshop/event/information campaign on industrial/ technological subjects which will have a significant business impact on the industrial performance and competitiveness of the German sub-tier suppliers. These identified subjects are to be understood as key future technologies” which are mandatory for the sub-tier suppliers to be considered. • The identification of these potential key technologies will ensure that SPACE Deutschland supports the sub-tier Suppliers and the purchasers on “state-of-the-art” technologies which are mandatory to be considered. 	
<p>Managing Director informs Members on the identified subjects and organizes the event / workshop</p>	<ul style="list-style-type: none"> • Managing Director to identify universities/ other « competence centre» on identified technologies and to negotiate/enter into cooperation with these universities/centres of competence to organise a dedicated event on these identified technologies to the benefit of the sub-tier suppliers. 	
<p>“key technology” event</p>	<ul style="list-style-type: none"> • Managing Director to organize the event / workshop. Reasonable entrance fees may be requested from participants to cover the organisaitonal costs. • Managing Director to recall to all participants compliance with competition law in such gathering event in particular (but without limitation) not to exchange Sensitive Information. 	

• V. Identifikation of public funding projects

Procedure

Process steps	Implementation by participants	Reference documents
<p>Managing Director and/or Ordinary Member identify potential funding from State, Region, City etc.</p>	<ul style="list-style-type: none"> • Identification by the Managing Director, or proposal from an Ordinary Member, of available funding for project related to the aeronautic industry and to the improvement of competitiveness of German sub-tier suppliers active in this sector. 	
<p>Managing Director informs Associated Members about funding opportunities</p>		
<p>Suppliers, which are ready to apply for funded projects will be supported by the Managing Director and the SPACE Deutschland expert team</p>	<ul style="list-style-type: none"> • Is the identified public funding of interest for various SPACE Deutschland Members, then the Managing Director will inform all Members of the existence of this funding. Each Member will be free to apply for such funding on its own. A Member will be able to ask for SPACE Deutschland support (for instance, administrative support). 	

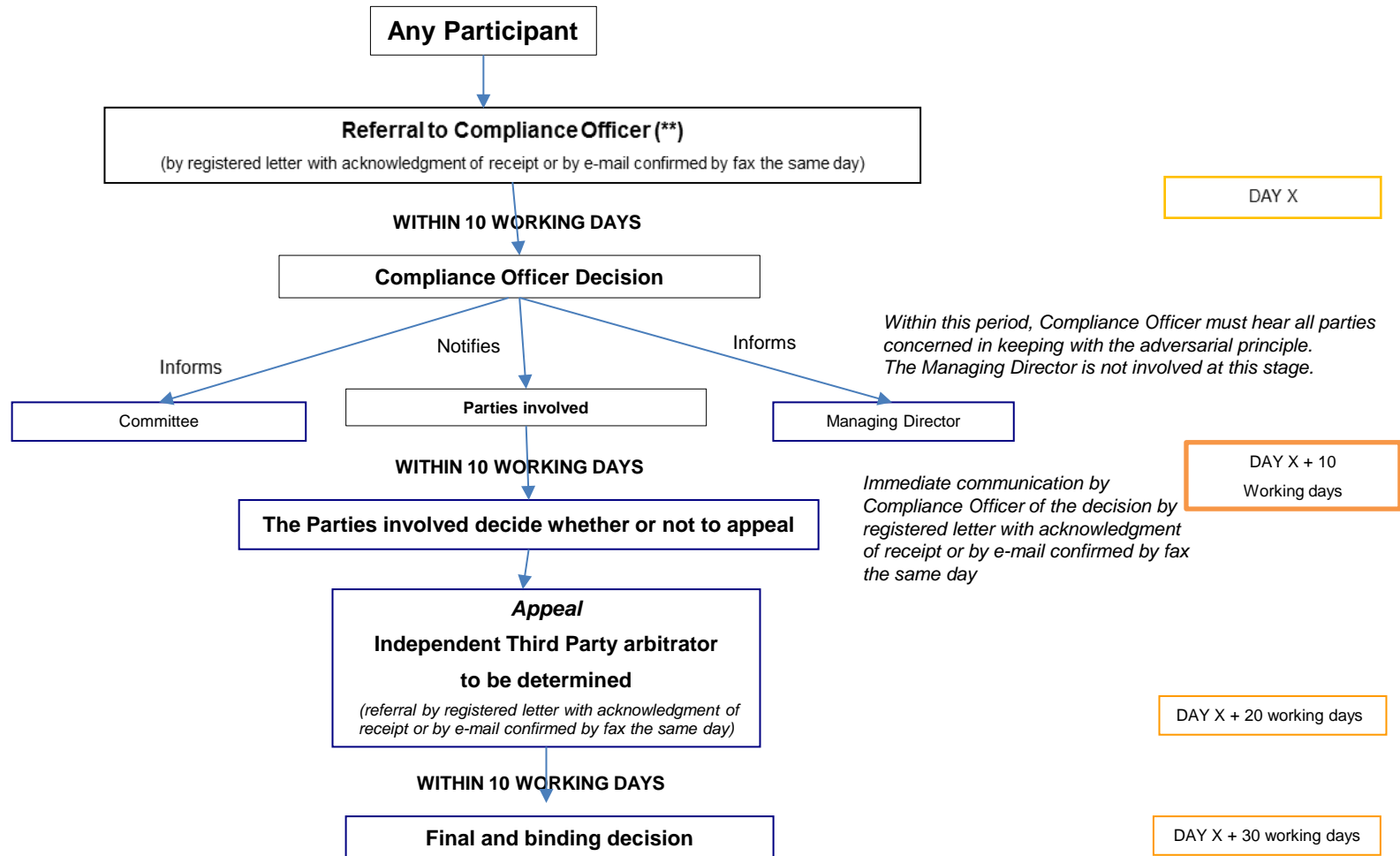
• VI. Sanctions

Participants	Obligations (none exhaustive)	Possible sanctions	Reference documents
Associate Members	<ul style="list-style-type: none"> • Non-Disclosure of any Sensitive Information unless authorized in this Code • Implement internal sanctions for non-compliance with the Code by employees • Ensure compliance by Representatives 	<ul style="list-style-type: none"> • Warning • Suspension of rights and powers as Associate Members • Exclusion of SPACE Deutschland 	<ul style="list-style-type: none"> • Internal Regulations
Benchmark provider	<ul style="list-style-type: none"> • Ensuring absence of conflict of interest • Non-Disclosure of any Sensitive Information 	<ul style="list-style-type: none"> • Termination for fault of contract • Termination for fault of contract, Damages 	<ul style="list-style-type: none"> • Service contract
Compliance Officer	<ul style="list-style-type: none"> • Non-Disclosure of any Sensitive Information unless authorized in this Code 	<ul style="list-style-type: none"> • Immediate and automatic termination for fault of contract 	<ul style="list-style-type: none"> • Internal Regulations • Service contract
Ordinary Members	<ul style="list-style-type: none"> • Non-Disclosure of any Sensitive Information unless authorized in this Code • Implement internal sanctions for non-compliance with the Code by employees • Ensure compliance by Representatives 	<ul style="list-style-type: none"> • Warning • Suspension of rights and powers as Ordinary Members • Exclusion of SPACE Deutschland 	<ul style="list-style-type: none"> • Internal Regulations

• VI. Sanctions

Participants	Obligations (none exhaustive)	Possible sanctions	Reference documents
Managing Director	<ul style="list-style-type: none"> • Non-Disclosure of any Sensitive Information unless authorized in this Code • No interference in sub-tier supplier management 	<ul style="list-style-type: none"> • Warning • Dismissal by SPACE Deutschland according to Managing Director's employment contract and applicable Labour Law or Managing Director's service contract 	<ul style="list-style-type: none"> • Internal Regulation • Work contract or service contract
Representatives on Committee	<ul style="list-style-type: none"> • Non-Disclosure of any Sensitive Information unless authorized in this Code • No participation in Improvement Services 	<ul style="list-style-type: none"> • Warning • Exclusion of SPACE Deutschland Project • Appropriate sanctions by Ordinary Member according to applicable Labour Law 	<ul style="list-style-type: none"> • Internal Regulation
Seconded Personnel	<ul style="list-style-type: none"> • Non-Disclosure of any Sensitive Information unless authorized in this Code • No interference in sub-tier supplier management 	<ul style="list-style-type: none"> • Warning • Exclusion of SPACE Deutschland Project • In case of very serious misconduct, appropriate sanctions by Member according to employment contract with Member and applicable Labour Law 	<ul style="list-style-type: none"> • Internal Regulation • Secondment Contracts

• VII. Dispute Resolution Procedure



(*) If there is a conflict of interest preventing Compliance Officer from acting in the above dispute resolution procedure (for example, if he gave an advice in the matter relating to the case), the referral will be made directly to the Independent Third Party. Consequently none of the participants will be given the right to appeal in that particular event.

(**) Associate Members retain the right to seek other ways of obtaining satisfaction than the present Dispute Resolution procedure. Ordinary Members will have to comply with this procedure for all matters relating to the application of the Practice Compliance Code. For all other matters, arbitration will be compulsory among Ordinary Members.

Executed in Berlin

On **14 December 2016**

In eight (8) originals one (1) original for each Ordinary Member and one (1) original for the Association.

AIRBUS HELICOPTERS DEUTSCHLAND GMBH
Represented by Werner v. Anhalt

AIRBUS OPERATIONS GMBH
Represented by Thomas Moik

AUTOFLUG GMBH
Represented by Martin Kroell

BUNDESVERBAND DER DEUTSCHEN LUFT-
UND RAUMFAHRTINDUSTRIE E.V.
Represented by Volker Thum

JENOPTIK ADVANCED SYSTEMS GMBH
Represented by Stefan Bargsten

LIEBHERR-AEROSPACE LINDENBERG GMBH
Represented by Hanspeter Eckert

RUAG AEROSPACE STRUCTURES GMBH
Represented by Alfons Kaspar