

**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS  
UNDER**

Algerian CNS/ATM C-130 Program  
Contract GLX-08-C130-0034

**Generated using Lockheed Martin CorpDocs 2012 Version**

21 February 2012

For all subcontracts issued under the subject Prime Contract, the following terms and conditions, applicable as noted, are incorporated by reference in addition to those other terms and conditions (the CorpDoc Series, etc.) to be used for subcontracts issued under such Prime Contract. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean LOCKHEED MARTIN, "Contractor" means SELLER, and "Subcontractor" means SELLER's Subcontractors.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of aTc -0e2( a)

a) The Supplier must package, crate and load the supplies so that they will not suffer any damage given the inherent risks to the mode of transportation used, under normal conditions.

b) The Supplier must pack the supplies in containers and label each batch or pallet of containers, in a visible and indelible manner, with the following indications:

MINISTÈRE DE LA DÉFENSE NATIONALE  
Département des Approvisionnements  
ECMA BP 74 A Terre 1. BLIDA  
ALGÉRIE

i) Name and address of the Supplier

ii)

delays in performance. Any Contract delays due to U. S. Government export issues shall be subject to the Force Majeure Article of this Contract.

4. The Customer shall be responsible for obtaining the import licenses and any other formalities that are required under Algerian legislation and/or regulations to allow the timely passage of the deliverables into the country.

### **ARTICLE 38 – CONFIDENTIALITY OF THE CONTRACT**

1. The Parties, including the subcontractors, who have knowledge of information, documents or any item must not publicly disclose this communication.

2. The Parties, including the subcontractors, must safeguard as proprietary information of the Algerian customer:

a) All plans or documents entrusted to it by the administration in order to allow it to compete for the tender, as well as those of which they became aware due to its competitor status.

b) All information it may have received, notably the results of negotiations, tests, and commissioning of the supplies.

c) All information that it may receive in terms of information or handling of documents at the time of the preparation of the tender bid or visit to a military facility or site.

3. This Contract will be concluded and carried out without the mediation, assistance or intervention of an intermediary, broker, commission agent or any similar entity.

4. The Parties, including the subcontractors, firmly agree to not make statements, press releases or publicity of any kind regarding its relationships with the Ministry for National Defense, unless mutually agreed in writing.

5. No communication shall be made by the Parties, including the subcontractors, to third parties, directly or indirectly, regarding all or some of the document pertaining to the present Contract, and information contained therein without the express agreement of Lockheed Martin. However, Supplier shall be entitled