

TERMS AND CONDITIONS OF USE OF ROYAL AIR MAROC SUPPLIERS PORTAL

1. Definitions

In these Terms and Conditions of Use, each of the terms defined below shall have the same meaning as in the following definition:

RAM: The Compagnie Nationale Royal Air Maroc or the "Company".

Legal representative of the Supplier: the person with full powers to represent the company. The Legal representative must have signed the Terms and Conditions of Use of the Portal on behalf of the Supplier.

Supplier's Administrator: is the representative of the Supplier designated by the Supplier's Legal Representative, who is empowered to authorize Authorized Users to access the Portal, and who is responsible for the control of new Authorized Users and Authorized Users deletions in accordance with the provisions of the Portal administration rules.

A "Supplier" is a company that is committed to respecting the Terms and Conditions of Use, which satisfies the Portal Access Criteria and whose access to the Portal is authorized by RAM.

Authorized User: is a natural person, member of the Supplier's staff, authorized to access the Portal, after validation of the Terms and Conditions of Use, by the Supplier Administrator. The latter sends him/her a personal password and a user ID (Password / User ID).

RAM Supplier Hub: an open and free access portal that provides real-time access to bid information and direct interaction with RAM teams throughout the entire procurement process, from submission to contracting.

Supplier: is a company committed to respecting the TCU and meets the criteria for access to the Portal.

TCU: Terms and Conditions of Use

2. Purpose

The present conditions of access and use of the RAM Suppliers Portal are intended to define the general legal and technical conditions governing the use by any RAM Supplier of the RAM Purchase Portal.

3. Use of the Portal

Through the Portal, RAM provides the Supplier, free of charge, with an environment enabling it to access the collaborative tool and ensuring the exchange of information for the implementation of the work entrusted to it by RAM, or solicitation during a call for tenders in order to optimize the relations between the Supplier and the Company, in accordance with the provisions of the TCU.

All information, data, documents, formulas, plans, know-how, ideas or any other element that will be exchanged between RAM and the Supplier via the Portal can only be used by RAM and the Supplier respectively within the framework of their contractual relations defined by the placing of an order or a consultation for a Tender.

All access to the Portal shall be the sole responsibility of the Supplier.

Access to the Portal and the use of the Services by the Supplier are subject to the express acceptance by the latter of these Terms and Conditions of Use and the documents defined below which are posted on the Portal and form an integral part of the Terms and Conditions of Use:

o **Annex 1 to the TCU: Responsible Purchasing Charter between RAM Group and its Suppliers.**

When the user connects to the RAM Portal, they undertake not to use the resources made available to them to:

- Upload, store, publish, distribute or use documents, information, images, etc.,
- In a manner contrary to morality, or likely to damage the image of RAM.
- Threaten or insult and generally violate the rights in force.
- Knowingly transmit files containing viruses or corrupted data.

The user must take all necessary measures to protect their own data and/or software including contamination by any viruses circulating on the network or the intrusion of a third party in the system of their terminal.

When the user connects to the RAM Portal, they undertake to make a strictly professional use of the latter.

The user is solely responsible for any direct or indirect, material or immaterial damage caused to third parties by the use of the RAM Portal.

In the event of non-respect of the commitments and responsibilities provided above, RAM will proceed to the immediate suspension of the right of access of the user.

4. Acceptance of the Terms and Conditions of Use

The Authorized User declares to have read and accepted expressly and unconditionally these Terms and Conditions of Use in force on the first day of access to the said Portal, hereby agrees to be bound by the TCU in their entirety during the use of the portal, declares to be legally capable of entering into a contract and guarantees that all information entered is true and accurate.

The transmission of threatening, defamatory, political or racist data, or more generally illegal data, is expressly prohibited.

5. Accessibility to the Portal

The service is accessible via the Internet on working days and hours at the following address <https://ram-esourcing.royalairmaroc.com>.

The administrator can make a request for access to the Portal by completing the form concerned. He/she will receive his/her login and temporary password of access to the site by return of email. From the first use, the Supplier will have to change his password on the first access.

The communication of the identifier and the password leads to the opening for the benefit of the Supplier of a single Supplier-specific administrator account, accessible via the Internet. From this administrator account, the Supplier accesses the heading: "Manage users".

Only the Supplier using their administrator account can create user accounts; they are therefore solely responsible for the accounts created and the use of these accounts by the persons to whom they have been attributed.

The Supplier may access the Portal and use it only in connection with its relations with RAM and through its Authorized Users including an administrator of the Supplier account.

A Supplier may have one or more Authorized Users and must have one Supplier Administrator.

The Supplier Administrator is, most often, an experienced person, familiar with transversal activities within his/her company, rigorous and has a good personal relationship. He does not need in-depth computer skills, but he is fluent in computing as a work tool.

The Supplier Administrator is appointed by the Supplier's Legal Representative. The Legal Representative must have appointed a Supplier Administrator via the Authorized Representative Certificate attached to the Terms and Conditions of Use. This certificate must be signed, sealed and forwarded to the RAM through the portal.

The Supplier may appoint, in case of need, a replacement in the event of leave or absence of the Supplier Administrator.

The Supplier Administrator is authorized to perform the updates (declaration of an Authorized User, suspension of an Authorized User, modifications of the data concerning an Authorized User, request for access to a Service) directly in the Suppliers access control directory of RAM.

The Supplier's legal representative must communicate and inform RAM about the transfer or termination of the Administrator's function and about any events that might call into question the stability of his/her position. The Supplier must automatically request a deactivation of an account from RAM, by sealed and signed mail specifying the name of the new Administrator.

The Administrator will be liable for the consequences of any damages caused to RAM as part of his/her duties. He/she cannot be exonerated from his/her responsibility except by demonstrating that he/she has used the highest means with respect to the rules of the art and the best practices of the industry in this field and that he/she has had the diligence necessary to fulfill his/her role and mission.

No Supplier, no Supplier Administrator, no Authorized User and no other person shall have the right to access the Portal using the Password/User ID of another Supplier or Authorized User.

The right of access to the Portal of an Authorized User ends immediately in the event of termination of the TOU or as soon as the Supplier, through the Supplier Administrator, deletes the access right of an Authorized User. The Supplier, through its Administrator Supplier, will therefore take all necessary measures to terminate this right of access.

6. Processing of personal data

The Personal Data of the authorized users collected through the portal shall be processed in accordance with the provisions of Act n°09-08 promulgated by Royal Decree n°1-09-15 issued on February 18th, 2009 on the protection of individuals with regard to the processing of personal data.

The information collected in the portal shall be processed for the purpose of implementing all the services attached to it.

In accordance with the aforementioned Act, you have the right to access, rectify and oppose information concerning you.

This personal data may be communicated to the official bodies and the competent administrative or judicial authorities if they so request (articles 28, 44 and 66 of Act 09-08).

7. Confidentiality

Each Party undertakes to treat as strictly confidential, and not to disclose to third parties, directly or indirectly, for valuable consideration or free of charge, in any form whatsoever, any confidential information expressly disclosed by the other Party, nor to make them available to any person or body without the prior written consent of the other party, except to an administration which so requests, an expert appointed for their interpretation or application, a court of law or arbitration or an insurance company.

The obligation of confidentiality provided for in this article will apply for the duration of the use by the Parties of the Portal and shall remain valid until the information falls into the public domain.

8. Exchange of computer data

The Supplier shall be fully responsible for all transactions made through its account and with its identifier and for all operations performed by its Authorized Users.

RAM and the Supplier agree that they will exchange information through the exchange of computer data, that is to say that they will make electronic transfers of data and information via any computer or other network.

The exchange of computer data between RAM and the Supplier will mainly concern:

The Supplier's information, the calls for tenders launched by RAM, the Supplier's offers, the contract data, the salespeople's contacts, the attached documents and the questions intended for buyers ...

The Supplier agrees that the information exchanged on the basis of this clause and in accordance with the provisions of this clause shall have probative value equivalent to that of a paper document.

The Supplier accepts that its names, first names, telephone and fax numbers, e-mail addresses and references of its company may be entered by RAM in particular to constitute the various identifiers and integrated in the electronic directory of RAM, as well as all necessary tools for the operation of the services. The Supplier undertakes to communicate only the personal data of its employees who have expressly agreed to this effect.

9. Responsibility of the Supplier and RAM

Supplier:

The Supplier undertakes to fulfill the obligations incumbent upon it and to assume the resulting responsibility. The Supplier undertakes to provide truthful and accurate data and, therefore, shall be responsible for the content of the data it transmits.

Under no circumstances may the content of the Supplier:

- contain viruses, etc., that could damage the Portal or interfere with its operation,
- be false, inaccurate or misleading,
- contain harassment, prejudicial, defamatory, violent, vulgar, obscene, hateful or racially or ethnically objectionable elements, or contrary to good morals, or likely to undermine respect for the human person and his/her dignity and the protection of minors,
- undermine the internal and external brand image of RAM and violate the provisions of the Terms and Conditions of Use.

RAM:

RAM grants to the Supplier, on a non-exclusive and personal basis, a right of access to the Service(s) and its use for the exclusive needs of the said Supplier within the framework of the relationship established between RAM and the Supplier.

RAM does not guarantee the completeness and accuracy of any data contained in the Portal.

RAM will not be liable for any prejudice, loss, claim, foreseeable or unforeseeable, indirect or consequential damage resulting from or related in any way to any RAM Portal data, or any other use (or incapacity of use) of the Site and/or data entered in the Portal.

RAM cannot be held responsible for any indirect damages, such as lost of profits, a contract or an opportunity, because of the use of its Portal or the data contained in this Portal.

10. Independence of the Parties

The Parties acknowledge and agree that under no circumstances will either party make any commitment in the name and/or on behalf of the other party in any form whatsoever, directly or indirectly. Moreover, each party shall remain solely responsible for its actions, claims, commitments and benefits.

11. Intellectual property

The "RAM Supplier Hub" portal shall be the property of RAM. Its contents shall constitute an original work protected by the laws and the international treaties in force on the intellectual property and in particular by those on the copyrights and related rights, drawings, models and marks.

It shall contain texts, images, photographs, logos, brands that are RAM property or some of which are subject of an operation license for the benefit of RAM. These elements are themselves protected by industrial and intellectual property rights. RAM reserves the right to sue any person who infringes its intellectual and industrial property rights.

Any use, reproduction, total or partial downloading of the "RAM Supplier Hub" portal, or any of its

texts, images, photographs, logos and marks, in any form whatsoever, of all or part of the elements or Portal data, without the express permission of RAM shall therefore be prohibited, except for the private copy made for personal and non-commercial purposes in accordance with the law in force.

Any violation of this article shall be criminally and civilly sanctioned, in particular the counterfeiting or infringement of the copyright and related rights involving if necessary the payment of damages and interests.

12. Term / Termination of TCU

These Terms and Conditions of Use shall apply as of their acceptance by the Supplier.

RAM reserves the right to terminate ipso jure, without notice, the access to the portal, in case of violation of the present terms and conditions of use and/or in case of violation of the legal provisions in force or when the Authorized Users have engaged in activities prohibited by the laws and regulations in force.

RAM reserves the right to terminate these TCU in case of force majeure or any similar event affecting its business.

In the event of termination of the Terms and Conditions of Use, all the rights granted herein to the Supplier and its Authorized Users shall terminate and the Supplier and its Authorized Users must immediately cease to use the Portal, without prejudice to damages for RAM.

The obligations arising from the articles "Obligations of the Supplier", "Confidentiality", "Intellectual Property" and "Processing of Personal Data" shall remain in effect after the expiration or termination of these Terms and Conditions.

13. Language

These TCU are written in French and in English. In the event of any conflict between the French version of the TCU and the English version, the French version will prevail between the Parties.

14. Audit

RAM reserves the right to audit, at any time, the use of the Portal by the Supplier, subject to compliance with the confidentiality clauses herein, to ensure that the Supplier complies with these Terms and Conditions of Use.

15. Modification and Updates of the Terms and Conditions of Use

RAM reserves the right to modify and update, at any time, access to the Portal and the general conditions of use of the Portal. RAM will endeavor to inform Users of these modifications and updates when possible, including through the Portal. These modifications and updates are binding on the User, who commits himself accordingly to refer regularly to this section to check the general terms and conditions of use of the Portal. Any use of the services after modification of the general terms and conditions of use, is worth pure and simple acceptance by the user of the new general terms and conditions of use.

Each modification of the TCU will be the subject of a dated and referenced version.

The "RAM Supplier Hub" portal may be required, at any time, to modify or interrupt temporarily or

indefinitely all or part of the web portal to carry out maintenance operations and/or make improvements and/or modifications to the Web portal.

Therefore, under no circumstances will the responsibility of RAM be held or committed for any damage whatsoever resulting from an interruption of the web portal, alteration of its operation or the quality of the information delivered there.

In addition, RAM cannot be held responsible for actions of users that are contrary to the rules referred to in this document relating to the general terms and conditions of use or any direct or indirect damage arising from the use of the site and for some reason that it is especially in case of technical problem, such as a virus, a computer bug, a malicious intrusion or a dysfunction of the site independent of the will of RAM.

16. Portal security

To ensure portal RAM Supplier Hub security, RAM takes all necessary and appropriate measures to protect personal data with a variety of technologies and secure procedures against loss, misuse, unauthorized access, alteration or destruction in accordance with Article 23 of Act n°09-08 on the protection of individuals with regard to the processing of personal data.

RAM may change its Privacy and Security Policy at any time without notice.

However, RAM cannot offer an absolute guarantee of security, since the Internet is an open network, susceptible by nature to such risks.

In the event that the Internet browser does not allow access to this secure technology, the Supplier may contact RAM from Monday to Friday from 08:00 to 17:00 at **+212 5 22 93 90 93** or at **+33 1 46 09 56 72**.

17. Force majeure

RAM shall not be liable for failing to perform or having performed partially or fully or with delay an obligation under this undertaking, provided that such default or delay results directly from an event with the characteristics of Force Majeure, defined by law and jurisprudence as any unforeseeable, irresistible and insurmountable event resulting from exceptional and foreign circumstances, making the execution of the contract impossible.

The case of force majeure shall constitute a suspension of the contract for the time necessary for RAM to be able to ensure the operation of the service again. This suspension may not exceed three months, regardless of the cause of force majeure. Beyond this period of three months, either party may terminate these Terms and Conditions by registered mail with acknowledgment of receipt sent to the other party without compensation to either party.

18. Governing Law

The validity, interpretation, execution or termination of the Terms and Conditions of Use and their possible consequences shall be governed by Moroccan law. The same shall apply to the substantive rules and the rules of form, notwithstanding the place of performance of the substantive or ancillary obligations.

19. Disputes

In the event of any dispute arising from this document relating to the Terms and Conditions of Use, the Parties shall seek in good faith an amicable solution before any legal action.

In the absence of an amicable agreement within a period of 30 days from the date of the dispute, the commercial court of Casablanca will be exclusively competent to settle the dispute in question.

20. Miscellaneous issues

20. 1. If any provision of the Terms and Conditions of Use is held invalid or declared as such by the law or following a final decision of a competent court, the other provisions will retain their full force and effect. RAM then agrees to replace the clause declared void by a legal clause that will come closest to the meaning of the initially invalid clause.

20. 2. The fact that RAM does not claim the application of any clause of these Terms or acquiesces to its non-performance, whether permanently or temporarily, cannot be interpreted as a waiver by RAM of the rights that result for it from that clause.

20.3. Any notification under these Terms, unless explicitly stipulated otherwise, must be made by registered letter with acknowledgment of receipt sent to the other party.

ANNEX 1: Responsible Purchasing Charter between RAM Group and its Suppliers

The Royal Air Maroc Group has set up a new strategy whose objective is to improve the quality of its services. In this process, the Group wants to involve its suppliers and their subcontractors via a purchasing charter.

The purpose of this charter is to define the responsibilities and commitments that the RAM Group wishes to share with its suppliers and their subcontractors in the relationship that binds them on a daily basis. It marks the Group's desire to include the criteria of responsibility in its purchasing decisions.

This charter is part of the contractual arrangements between RAM Group and its suppliers.

Commitments of RAM Group:

1. Respect for human rights
2. Human capital development
3. Respect for the environment
4. Loyalty of practices
5. Protection of data and privacy of its customers and suppliers
6. Respect of the principles of health, safety and hygiene at work
7. Continuous control and improvement
8. Respect for payment deadlines

Respect for human rights:

Suppliers of the RAM Group and their subcontractors must comply with the International Charter of Human Rights and the fundamental Conventions of the International Labor Organization (ILO).

International Charter of Human Rights

<http://www.un.org/fr/rights/overview/charter-hr.shtml>

The fundamental Conventions of the International Labor Organization

https://www.ilo.org/declaration/info/publications/WCMS_095896/lang--fr/index.htm

Human capital development:

Suppliers and their subcontractors must ensure that working conditions are satisfactory, such as fair wages and other forms of compensation, limitation of working time, rest periods, holidays, disciplinary practices and dismissals, maternity protection issues, and that the well-being of workers is ensured.

Suppliers must enable workers to develop their skills, access training, improve their skills and advance their careers.

Respect for the environment:

Suppliers and their subcontractors must ensure that:

- Improve the prevention of air emissions and discharges into water, waste management and the management of other forms of pollution;
- Use responsibly the main energy sources;
- Reduce resource requirements for products and services.

Loyalty of practices:

RAM promotes fair competition between suppliers. As a result, the RAM Group rejects all forms of anti-competitive behavior and abuse of authority. Thus, any supplier must prevent corruption by raising awareness, among its staff and subcontractors, and encouraging them to report unfair treatment and violations of the organization's anti-corruption policy.

Each supplier must refrain from recourse to hidden work. They undertake to fulfill all their obligations with respect to administrative, social and tax authorities as provided for in the country where they are operating.

RAM also imposes procedures for the respect of the payment deadlines of the invoices of its service providers. To this end, each supplier must ensure in turn the respect of payment deadlines vis-à-vis its subcontractors.

Protection of data and privacy of its customers and suppliers:

Protection of personal data

Each of the Parties undertakes to take all necessary measures to respect (i) the regulations on the protection of personal data, as provided by the Moroccan law 09-08, promulgated by Royal Decree n°1-09- 15 of 18 February 2009 and (ii) (EU) Regulation 2016/679 of the European Parliament and Council issued on 27 April 2016 (RGPD) on the protection of individuals with regard to the processing of personal data and the free movement of these data, called "RGPD".

In general, the Supplier undertakes not to use, assign or make available to third parties, for any reason whatsoever, the personal data that it would have to process on behalf of the RAM Group.

Confidentiality

The RAM Group undertakes to keep confidential any information relating to a supplier received or transmitted as part of a consultation.

The supplier undertakes to keep confidential any written or oral information obtained from the RAM Group during the consultation and execution of the contract.

Intellectual property

The RAM Group ensures the respect of property rights that cover both physical and intellectual property.

The supplier must respect the property rights in particular the literary and artistic or industrial property as they are defined by the legislation in force on all services/work provided whether on paper and/or computer support, and not engage in activities that violate property rights, including abuse of dominance, counterfeiting and piracy.

Respect of the principles of health, safety and hygiene at work:

RAM Group works with its suppliers to develop and maintain occupational health and safety systems, physical, mental and social well-being of workers, and the prevention of adverse health effects related to working conditions.

Continuous control and improvement:

The supplier must accept the possibility that the RAM Group conducts audits to verify the application of the principles of this charter.

In addition, the supplier must offer its best-performing solutions in terms of services and products, the most adapted to the needs expressed by the RAM Group and whose societal and environmental impacts are positive.

They undertake to take into account the areas of improvement identified jointly with the RAM Group.

Respect for payment deadlines

RAM Group undertakes to pay the supplier's invoices according to the applicable law in the country in which he operates.

RAM Group has set up several projects and actions to reduce payment delays of suppliers who are invited to comply with the provisions indicated in terms of the formalization of the commitment work and the process of their invoices deposit in order to ensure an effective and fluid treatment.

Similarly, the supplier must agree to pay the invoices of its suppliers within the regulatory deadlines.

Acceptance and signature

I, undersigned, in the name and on behalf of the service provider, accept the ROYAL AIR MAROC Group Purchasing Charter and bind our company to respect the principles mentioned in this charter.

Company Name:

Date:

Signed by:

Function:

Signature and stamp of the company: