

## Leonardo “One Company” REACH Clause

1. **Compliance with REACH Regulation and WFD.** The supplier undertakes to perform the activities and supplies covered by this Contract in compliance with the provisions of the Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (EC Regulation n. 1907/2006, “**REACH Regulation**”) and its subsequent amendments and additions, with particular reference to REACH declaration obligations for the supplied articles, as provided for in Art. 33 of the REACH Regulation, and the relevant information for making Leonardo compliant with EU Directive 2018/851 amending Directive 2008/98/EC on waste (“**WFD**”). In the event the Supplier is a non-EU Company refer to Clause 5.
2. **EU Supplier of articles.** When the goods contain substances identified as SVHC in a concentration above 0.1% weight-by-weight (w/w) in whichever article composing the *goods*, including but not limited to the subassemblies and spare, repaired or reworked parts, in accordance with Art. 33 of the REACH Regulation, the Supplier undertakes to issue the declaration to the Company containing the substances of very high concern (“**SVHC**”) and sufficient information for the “safe use” of such SVHC as required in REACH Regulation (“**SVHC Declaration**”) and **WFD**.
  - 2.1. Such information shall be submitted through the **SVHC Declaration form** - available on Leonardo Supplier Portal (<https://www.leonardo.com/en/suppliers/supplier-portal>), filled out and signed by a duly Authorized Representative – until this method of transmission is completely replaced with that described at point 2.2. below. Any Declaration or Statement of Compliance provided on a Supplier template basis will be accepted only in Excel format.

The signed SVHC Declaration shall be:

    - 2.1.1. Delivered with the *goods*, and
    - 2.1.2. Submitted to the Company email described in **Annex I**, addressing to (each) Division purchaser.

The file name shall reference at least the PO number and the term “SVHC Declaration”. Should the SVHC Declaration need to be updated, for any reason, the Supplier shall do such updating and make it available promptly, in no case later than the next delivery or shipment, to the Company.
  - 2.2. Subsequently, the SVHC Declaration shall be transmitted through the Leonardo “REACH & WFD Compliance” portal managed by Assent, which will contact the suppliers via e-mail inviting them to join a dedicated link in order to provide the aforementioned information.
  - 2.3. Nevertheless, in the event no SVHC Declaration is provided, the *goods* supplied shall be deemed as not containing any SVHC above the threshold of 0.1% weight by weight.
  - 2.4. The Supplier guarantees to comply with the restrictions contained in Annex XVII of the REACH Regulation and the provisions regarding the use of substances listed in Annex XIV.
3. **Tolling material supplied by Company.** In the event tolling material is supplied by the Company, the obligations arising from Art. 33 of the REACH Regulation shall be fulfilled by the Supplier, whom shall therefore issue the SVHC Declaration, as detailed at clause 2 above, concerning the materials employed for the processing carried out (for example, galvanic, painting, gluing, components and spares, etc.), while the Company, on its side, shall provide all the information and documents required by the REACH Regulation regarding the parts, semi-finished products and chemical materials delivered to the Supplier.
4. **EU Supplier of chemical substances or preparations.** The Supplier shall include with the delivery, an updated version of the Material Safety Data Sheet (MSDS), in accordance with all EU and applicable national law (art.31 of the REACH Regulation), in the national language of the relevant Company delivery address or, if still not available, in English language. Should the MSDS needs to be updated, for any

reason, the Supplier shall do such updating and make it available promptly, in no case later than the next delivery or shipment, to the Company.

The MSDS shall be:

4.1. Delivered with the *goods*, and

4.2. Submitted to the Company email described in Annex I, addressing to (each) Division purchaser.

The file name shall reference at least the PO number, Leonardo material code Number and the term "MSDS".

5. **Supplier established outside the EU.** In the event the Supplier is a non-EU Company, the Supplier shall provide to the Company all the pertaining documents and the necessary additional information, according to clauses 2, 3 and 4 above, in order to allow the Company to be compliant with the REACH Regulation and WFD.
6. **Supply chain.** The Supplier guarantees compliance with the REACH Regulation and WFD by explicitly transferring this requirement to any of its sub-contractors.
7. **Non-compliance with REACH Regulation.** Termination due to force majeure event. In the event that the Supplier is unable to continue to provide *goods* and/or services that are compliant with REACH Regulation and its subsequent amendments and additions, the Parties agree that they shall enter into negotiations in good faith in order to find a mutually agreeable solution, including the possibility of the Supplier providing similar, REACH compliant *goods* and/or services. In the event that a mutually agreeable solution cannot be found within a reasonable time, the failure to provide the *goods* and/or services shall be held to be beyond the reasonable control of the Parties and the contract shall be terminated on the grounds of an event of force majeure