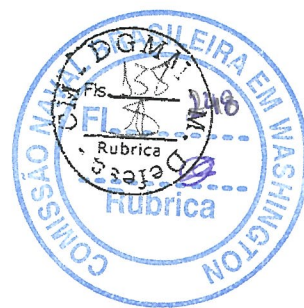


RESERVADO



MARINHA DO BRASIL



DIRETORIA-GERAL DO MATERIAL DA MARINHA

22/004

63435.008797/2023-06

PORTARIA Nº 20 /DGMM, DE 7 DE FEVEREIRO DE 2024.

Aprova o Contrato e Delega Competência ao Presidente da Comissão Naval Brasileira em Washington (CNBW).

O DIRETOR-GERAL DO MATERIAL DA MARINHA, no uso das atribuições que lhe são conferidas, e de conformidade com o item 6.9 da SGM-202, resolve:

Art. 1º Aprovar o Contrato nº 70200/2024-01/00, a ser celebrado entre a União, por intermédio da CNBW, e a empresa *TASK AEROSPACE Inc.*

Art. 2º Delegar competência ao Presidente da CNBW para, em nome da Marinha do Brasil, assinar o Contrato supracitado.

Art. 3º Esta delegação isenta o Presidente da CNBW de qualquer responsabilidade quanto ao conteúdo de ordem técnica e comercial do Contrato.

Art. 4º Esta Portaria entra em vigor na presente data.

EDGAR LUIZ SIQUEIRA BARBOSA

Almirante de Esquadra

Diretor-Geral

Distribuição:

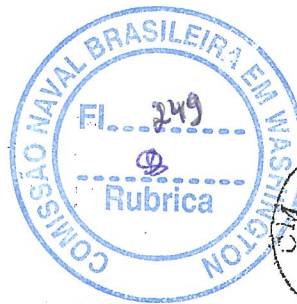
CNBW

DSAM

Arquivo

RESERVADO

EM BRANCO



MARINHA DO BRASIL
DIRETORIA-GERAL DO MATERIAL DA MARINHA
RESERVADO

TERMO DE CLASSIFICAÇÃO DE INFORMAÇÃO

Nº 4

Rio de Janeiro, RJ, 7 de fevereiro de 2024.

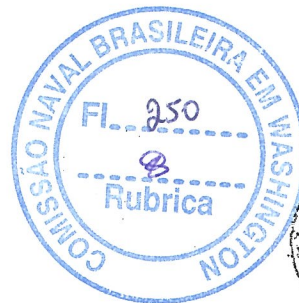
TERMO DE CLASSIFICAÇÃO DE INFORMAÇÃO - TCI	
ÓRGÃO/ENTIDADE: DIRETORIA-GERAL DO MATERIAL DA MARINHA	
CÓDIGO DE INDEXAÇÃO: 62163.000277/2024-11.R.21.07/02/2024.07/02/2029.N.	
GRAU DE SIGILO: RESERVADO	
CATEGORIA: 21. Defesa Nacional	
TIPO DE DOCUMENTO: Port nº 20 /2024 (R), da DGMM.	
DATA DE PRODUÇÃO: 07/02/2024	
FUNDAMENTO LEGAL PARA CLASSIFICAÇÃO: Inciso I, Art. 23, da Lei nº 12.527/2011.	
RAZÕES DA CLASSIFICAÇÃO: Aprovação e Delegação de Competência, cujo objeto é a contratação de serviço para avaliação do desempenho do <i>Propellant Actuated Device (PAD) ROCKET CATAPULT</i> , das aeronaves A-4 do Esquadrão VF-1 e a sua divulgação ou acesso irrestrito podem pôr em risco a defesa e a soberania nacionais ou a integridade do território nacional em consonância com o fundamento legal apresentado.	
ASSUNTO DA INFORMAÇÃO CLASSIFICADA: COMPRAS, CONTRATAÇÕES E GESTÃO DE CONTRATOS – Material de Emprego Militar para a Marinha do Brasil.	
PRAZO DA RESTRIÇÃO DE ACESSO: 5 anos	
DATA DE CLASSIFICAÇÃO: 07/02/2024	
AUTORIDADE CLASSIFICADORA	Nome: EDGAR LUIZ SIQUEIRA BARBOSA Cargo: DIRETOR-GERAL DO MATERIAL DA MARINHA
AUTORIDADE RATIFICADORA (quando aplicável)	Nome: Cargo:
DESCLASSIFICAÇÃO em ___/___/___ (quando aplicável)	Nome: Cargo:
RECLASSIFICAÇÃO em ___/___/___ (quando aplicável)	Nome: Cargo:
REDUÇÃO DE PRAZO em ___/___/___ (quando aplicável)	Nome: Cargo:
PRORROGAÇÃO DE PRAZO em ___/___/___ (quando aplicável)	Nome: Cargo:
 EDGAR LUIZ SIQUEIRA BARBOSA Almirante de Esquadra Diretor-Geral	
ASSINATURA DA AUTORIDADE RATIFICADORA (quando aplicável)	
ASSINATURA DA AUTORIDADE responsável por DESCLASSIFICAÇÃO (quando aplicável)	
ASSINATURA DA AUTORIDADE responsável por RECLASSIFICAÇÃO (quando aplicável)	
ASSINATURA DA AUTORIDADE responsável por REDUÇÃO DE PRAZO (quando aplicável)	
ASSINATURA DA AUTORIDADE responsável por PRORROGAÇÃO DE PRAZO (quando aplicável)	

EM BRANCO

RESERVADO



MARINHA DO BRASIL



DIRETORIA-GERAL DO MATERIAL DA MARINHA

DESPACHO

Sugiro que seja feita a restituição do processo NUP 63435.008797/2023-06 à Diretoria de Sistemas de Armas da Marinha.

Rio de Janeiro, RJ, 6 de fevereiro de 2024.

TIAGO SARAIVA CABRAL
Primeiro-Tenente (T)
Analista

Determino que seja feita a restituição do processo NUP 63435.008797/2023-06 à Diretoria de Sistemas de Armas da Marinha, com as seguintes recomendações:

- Sugere-se que seja encartada justificativa nos termos da Orientação Normativa nº 76 da Advocacia-Geral da União, de modo a se consubstanciar o pleno atendimento do item 67 do Parecer nº 00009/2024/CJACM/CGU/AGU (fl. 97).

Rio de Janeiro, RJ, 7 de FEVEREIRO de 2024.

EDGAR LUIZ SIQUEIRA BARBOSA
Almirante de Esquadra
Diretor-Geral

EM BRANCO

RESERVADO



MARINHA DO BRASIL

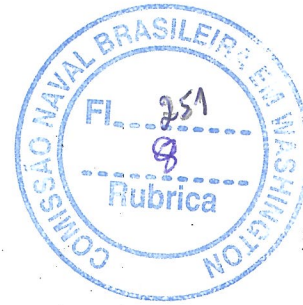
DIRETORIA-GERAL DO MATERIAL DA MARINHA

TERMO DE REMESSA Nº 12/2024

Aos sete dias do mês de fevereiro do ano de dois mil e vinte e quatro, faço remessa dos autos do Processo NUP 63435.008797/2023-06, em I volume, constituído de 14 folhas, à Diretoria de Sistemas de Armas da Marinha.

ANDRÉ LUÍS DA SILVA
Primeiro-Sargento (ES)

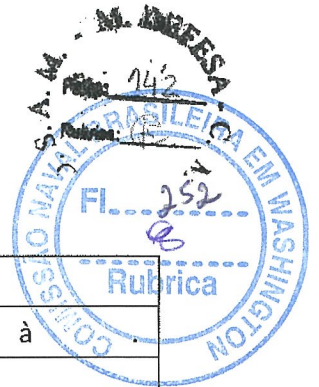
Auxiliar da Assessoria de Justiça e Disciplina



EM BRANCO

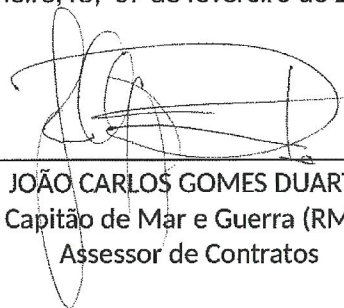
MARINHA DO BRASIL
DIRETORIA DE SISTEMAS DE ARMAS DA MARINHA


RELATÓRIO DE ATENDIMENTO ÀS RECOMENDAÇÕES DA
DIRETORIA-GERAL DO MATERIAL DA MARINHA



PROCESSO ADMINISTRATIVO NUP: 63435.008797/2023-06			
PARECER nº 00009/2024/CJACM/CGU/AGU, de 26 de janeiro de 2024.		FLS Nº à	
ÓRGÃO INTERESSADO: DSAM – DIRETORIA DE SISTEMAS DE ARMAS DA MARINHA.			
ASSUNTO: Contratação Direta. Teste de Avaliação do PAD			
OBJETO: Teste de avaliação de desempenho do <i>Propellant Actuated Device</i> (PAD) ROCKET CATAPULT para as aeronaves A-4 do Esquadrão VF-1.			
CONSIDERAÇÕES/RECOMENDAÇÕES	FL.	PROVIDÊNCIA/JUSTIFICATIVAS	FL.
DA MINUTA DO TERMO DE CONTRATO Sugere-se que seja encartada justificativa nos termos da Orientação Normativa nº 76 da Advocacia-Geral da União, de modo a se consubstanciar o pleno atendimento do item 67 do Parecer nº 00009/2024/CJACM/CGU/AGU (fl. 97)		67. Item atendido. Acrescentado um evento no Cronograma Físico-Financeiro (CFF) contido na subcláusula 5.1 do Contrato, referente a primeira parcela do pagamento, uma vez que, esta parcela somente será paga após a chegada do material as instalações da Contratada, pois este evento é uma etapa imprescindível para a execução do serviço e os custos do transporte Brasil x EUA serão pagos pela Contratada: - Evento 4: Chegada do material as instalações da CONTRATADA (Até D+ 30); 50%; US\$50.000,00.	


Rio de Janeiro, RJ, 07 de fevereiro de 2024.


JOÃO CARLOS GOMES DUARTE
Capitão de Mar e Guerra (RM1)
Assessor de Contratos


GLAUCIMERI ANASTÁCIA SILVA REIS ROSÁRIO
Segundo-Sargento (EN)
Assessora de Contratos

Rio de Janeiro, RJ, 07 de fevereiro de 2024.

Ratifico:


ROGÉRIO BRASIL DE CARVALHO
Capitão de Mar e Guerra
Ordenador de Despesas

EM BRANCO

CONFIDENCE

BRAZILIAN NAVY

BRAZILIAN NAVAL COMMISSION IN WASHINGTON

CONTRACT



CONTRACT 70200/2024-01/00

CONTRACT ENTERED BETWEEN THE BRAZILIAN NAVY, REPRESENTED BY THE BRAZILIAN NAVAL COMMISSION IN WASHINGTON (BNCW) AND TASK AEROSPACE INC. FOR THE SURVEILLANCE TESTING OF 4 EACH, RETURNED UNITS, ROCKET CATAPULT PROPELLANT ACTUATED DEVICE (PAD).

This Contract is made on the ___ of _____ 2023 in this city of Washington, United States of America, at the headquarters of the Brazilian Naval Commission in Washington, with complete observance of existing legal provisions, Captain _____, President of the Brazilian Naval Commission in Washington, being present as representative of the Brazilian Navy, hereinafter referred to as the Brazilian Navy and or BNCW, and Mr _____, Passport Nr. _____, issued on ___/___/____, _____, representative duly accredited of _____, hereinafter referred to as the Contractor. This contract was not preceded by Public Tender, in accordance with waiver TJIL n° 01/2024, as per clauses and conditions set out below.

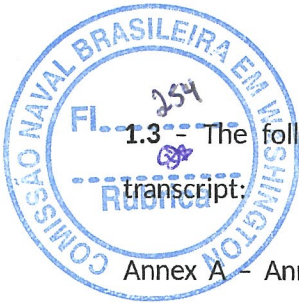
CLAUSE ONE - OBJECT OF THE CONTRACT

1.1 - The object of this contract is the provision of surveillance testing of 4 each, returned units, Rocket Catapult with HTPB Propellant P/N 10407-11, according to conditions, quantities and requirements established in in this Contract and Annexes.

1.2 - The object of this contract:

ITEM	PN	Description	Unit	Quantity
1	10407-11	Surveillance testing of Rocket Catapult	lot	4

CONFIDENCE



1.3 - The following documents will form an integral part of the Contract, regardless of transcript:

Annex A - Annex A - Basic Project, dated _____, issued by da *Diretoria de Sistemas de Armas da Marinha (DSAM)*; and

Annex B - Quotation nº TAQ1023-5172 Rev B, dated November 24, 2023, from TASK AEROSPACE Inc.

1.4 - In the event of dispute, ambiguity or conflict between the terms of this Contract and that of the annexes, the terms of this Contract will prevail.

CLAUSE TWO - DURATION OF THE CONTRACT

2.1 - This Contract shall become effective on the day of the fulfilment of the following conditions:

- a) The signature of this Contract by both the Brazilian Navy; and
- b) The signature of this Contract by both the Contractor.

2.1.1 - In the event that the above-mentioned conditions, referred to in Subclause 2.1 have not been fulfilled within 120 (one hundred and twenty) days from the date of the fulfilment of the first thereof; either party may, by notice in writing, cancel this contract and neither party shall be under any liability to the other due to the fact that the contract shall not have become effective.

2.2 - The period of execution and effectiveness of this Contract shall begin upon the date of the fulfilment of the Subclause 2.1, and shall remain in force until all obligations therein are satisfactorily fulfilled.

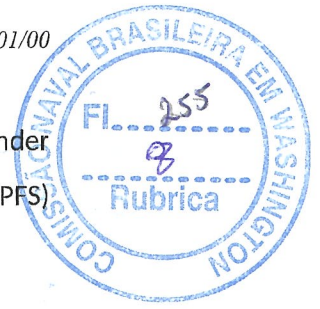
2.2.1 - The period of effectiveness and execution may be extended, upon the signature of and Addendum, if the object of the contracts is not completed within the aforementioned period.

CLAUSE THREE - EXECUTION AND MANAGEMENT

3.1 - The procedures for the execution, assessment and acceptance of the object of the contract, are set out in Annex A - Project.

CONFIDENCE

3.2 - The Contractor shall be responsible for the quality of the *provision of the services*, under the conditions established in Annexes A and B, as per the Physical Financial Schedule (PFS) stated in Clause 5.1.

**CLAUSE FOUR - SUBCONTRACTING**

4.1 - Full subcontracting of the object will not be allowed.

CLAUSE FIVE - PRICE

5.1 - The total contract price, for amount of USD 100.000,00 (one hundred thousand dollars), will be paid as per Physical and Financial Schedule (PFS) below:

Event	Description	Scheduled Date (days)	%	Price (\$)
1	Signing of the Contract by the Brazilian Navy and the CONTRACTOR	D ₀	-	-
2	EFFECTIVE DATE OF THE CONTRACT	D	-	-
3	Delivery of the material to the CONTRACTOR	Up to D + 15	-	-
4	Arrival of material at the CONTRACTOR facilities	Up to D + 30	50	50.000,00
5	Assessment Teste	Up to D + 120	-	-
6	Submission of the Results Assessment Report	Up to D + 150	-	-
7	Analysis and accept of the Assessment Report	Up to D + 170	50	50.000,00
	TOTAL AMOUNT		100	100.000,00

5.1.1 - The above price comprises of all direct and indirect expenses, including taxes, duties, labour, freight and insurances related to the provision of the services during the entire duration of the contract.

5.1.2 - The total contract price, which includes all costs relating to the service to be provided and the equipment to be received CIP Viracopos Airport, in accordance with Incoterms 2020,



CONFIDENCE

is firm and fixed for the whole duration of the contract in the amount of USD 100.000,00 (one hundred thousand dollars) and comprises all costs, including packing and delivery.

CLAUSE SIX- PAYMENT TERM

6.1 - Payment will be made within 30 (thirty) days of presentation of the relevant documentation to BNCW, after confirming the terms and conditions of this contract and upon authorization from Navy Weapons Systems Directory (DSAM).

6.2 - Bank details for payment purposes:

Company Name as per the Account

Bank:

Sort Code:

Account:

IBAN:

BIC (Swift Code):

6.3 - In the event of partial non-performance, the value relating to the non-completed portion of the object of the contract must be refunded.

CLAUSE SEVEN- PRICE ADJUSTMENT

7.1 - Prices are fixed during the whole duration of the contract.

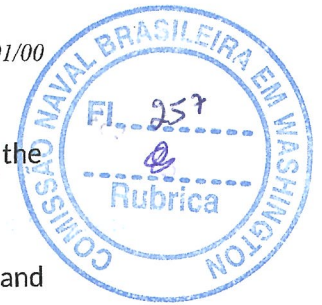
CLAUSE EIGHT - OBLIGATION OF THE BRAZILIAN NAVY

8.1 - Verify that all obligations assumed by the Contractor are being complied with, in accordance with the terms of the contract and its Annexes;

8.2 - The Brazilian Navy will deliver the goods, object of this contract, at the Viracopos International Airport, Rodovia Santos Dumond, km 66, Parque Viracopos - Campinas - SP - Brasil - CEP: 13055-900, as per Physical and Financial Schedule (PFS) stated in Clause 5.1.

8.3 - Notify the Contractor in writing about the occurrence of any inadequacies in the course of the execution of the contract, setting a deadline for its correction;

CONFIDENCE



8.4 - Monitor the services, by a formally designated employee, forwarding the notes to the competent authority for the appropriate measures;

8.5 - Pay the Contractor the value of the object of the contract, within the time period and conditions established in the Clause Five- Payment and Annex A; and

8.6 - Apply administrative and pecuniary penalties pursuant to this Contract.

CLAUSE NINE - OBLIGATION OF THE CONTRACTOR

9.1 - The Contractor must comply with the obligations stated within the Contract and its annexes, taking full responsibility for the risks and expenses for the good and perfect execution of the object of the contract;

9.2 - The Contractor must send the object of this contract to its facilities in the United States of America (USA), as well as the documentation, CIP Rio de Janeiro - INCOTERMS 2020, in accordance with the Physical Financial Schedule (PFS) established in Clause 5.1.

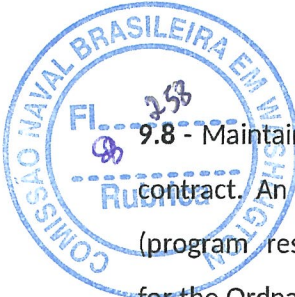
9.3 - Maintain throughout the contract period, in compliance with the obligations assumed, all the conditions of qualification required for the provision of the services;

9.4 - Use qualified employees with full knowledge of the services to be performed, in accordance with current standards and determinations, taking full responsibility for damages or failures that may compromise the performance of their duties;

9.5 - Employees between the ages of fourteen and sixteen are expressly forbidden, except when they are hired under an apprentice scheme. Employees under the age of eighteen are not permitted in the night shift, and in dangerous or unhealthy jobs.

9.6 - Instruct its employees regarding the activities to be carried out, warning them not to perform activities not included in the contract. The Contractor shall report to the Brazilian Navy any and all occurrences in this regard, so as to prevent any deviation from the duties;

9.7 - Be responsible for all labour, social security, tax, over time and other obligations provided for in specific legislation, in regards to its employees. The contractor's failure to do so, does not transfer the responsibility to the Brazilian Navy;

CONFIDENCE

9.8 - Maintain confidentiality regarding all information obtained as a result of fulfilling the contract. An exception is made for the participants of the JOINT PURCHASE PROGRAM (program responsible for the purchase of the PAD that will be tested). The data obtained for the Ordnance Assessment, object of this contract, will help all those parties to reach and keep high level of safety and maintenance for the usage of the same batch of assets that will be tested. In the future when other operators assets are tested, that data will in turn be shared with Brazil;

9.9 - Provide the services within the parameters and routines defined, supplying all materials, equipment and tools in suitable quantities, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation for the service;

9.10 - Conduct the technical and administrative management of the services in order to carry them out in an effective and efficient manner, according to the documents and specifications that are part of this Contract, within the deadline established for the project;

9.11 - Provide any clarification requested by the Brazilian Navy or its representatives;

9.12 - Repair, correct, remove or replace, at its own expense, in whole or in part, within the period fixed by the contract's supervisor, any services performed in which there are defects or errors, resulting from the performance or the material used;

9.13 - Submit for the approval of the Brazilian Navy, in writing, any changes to the performance methods that differ from the specifications previously agreed;

9.14 - Inform the Brazilian Navy, at least 15 (fifteen) days prior to the day of delivery, of any obstacle that may prevent the Contractor from delivering the services, or meet the expected deadline, with the adequate proof;

9.15 - Report to the Brazilian Navy any and all irregularities found during the provision of the services.

9.16 - The Contractor must fulfill all relevant health and safety standards, as well as the health and environmental legislation in force for best industry practices, in the country where the work is being carried out.

9.17 - The Contractor will be responsible for obtaining the necessary documentation requested by the authorities of its country.

CONFIDENCE



CLAUSE TEN- PERFORMANCE WARRANTY

10.1 - Performance warranty will not be requested.

CLAUSE ELEVEN- INFRACTIONS AND ADMINISTRATIVE PENALTIES

11.1 - An administrative infraction is committed by a Contractor who:

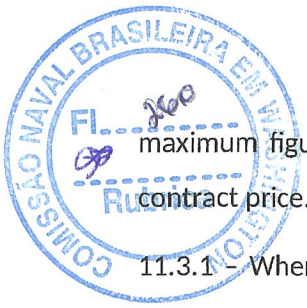
- a) fails to perform the contract, due to the total or partial non-performance of any of the obligations assumed in the contract;
- b) delays the execution of the object without reasonable explanation;
- c) present false documentation or make a false statement when signing the contract;
- d) defrauds in the execution of the contract;
- e) behaves in a disreputable way; or
- f) commits tax fraud.

11.2 - Due to the total or partial non-performance of the service object of this contract, the Brazilian Navy may, ensuring full right of prior defence, apply the following penalties to the Contractor:

- a) **Written Warning** for minor faults, considered those that do not cause significant damage to the provision of the service object of the contract;
- b) **Fine** as per terms of this Contract;
- c) **Suspension of entering Public Tenders and impediment from contracting with BNCW**, for a period of up to two years;
- d) **Impediment from entering Public Tenders and contracting with the Brazilian Government**, while the reasons for the penalty persist or until they have been addressed/resolved with the authority that applied the penalty, upon reimbursement, to the Brazilian Navy, for the resulting losses.

11.3 - The aforementioned fine, in the event of delays not validated under the terms of Force Majeure, may be applied by the Brazilian Navy as compensation in the amount of 0,15% of the value of the contract, per each day of delay until the day the delivery is effected. The

CONFIDENCE



maximum figure for the compensation may not exceed 15% (fifteen per cent) of the total contract price.

11.3.1 - When applicable, the fine will be calculated over the total value of the scheduled Event, in accordance with the Physical and Financial Schedule (PFS) .

11.4 - After notification of the penalty, the Brazilian Navy may deduct the fine from the payments due to the Contractor or request that the Contractor pay the fine within 30 (thirty) days after the notification.

11.5 - The Supplier may appeal against the penalties to the President of the Brazilian Naval Commission in Washington within 5 (five) working days from the penalty notice. The President of the BNCW will issue his final decision within 5 (five) working days from the day in which the BNCW acknowledged the Supplier's appeal. Upon the President's decision and if the imposed penalty persists, the penalty will be collected as per item 11.4.

11.6 - After 20 (twenty) working days of the last date of the payment of the fine, if the Supplier has not settled the payment, the Brazilian Navy may cancel this contract in accordance with Clause 12 - Termination.

11.7 - When the total amount of the penalties exceeds 15% (fifteen per cent) of the total estimated contract price, the contract may be terminated and the Brazilian Navy will demand the payment of the owed fines.

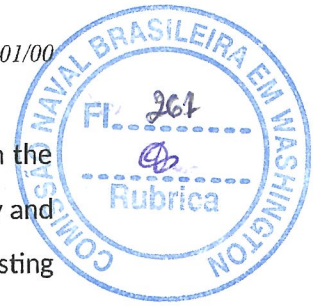
11.8 - After being notified of the penalty, the Contractor may oppose the Brazilian Navy's claim by submitting its defense, within a period of 15 (fifteen) working days.

11.9 - The sanctions provided for in this Agreement does not, under any circumstances, exclude the obligation to fully repair the damage caused to the Brazilian Navy.

11.10 - All the penalties mentioned in this contract may be applied to the Contractor in addition to the fines.

11.11 - The relevant authority, when applying the penalties, will take into consideration the seriousness of the offense, the educational character of the penalty, as well as the damage caused to the Brazilian Navy, complying with the principle of proportionality.

11.12 - The written notices referred in this item shall be forwarded by recorded delivery.

CONFIDENCE

11.13 - The Contractor is liable for death, injury, loss or damage to persons or property in the course of execution of the contract, although the assets are property of the Brazilian Navy and have been outside of the control of contractor. Provided the contractor performs all testing to its procedures.

11.14 - The enforcement of any of the foreseen penalties will be preceded by an administrative process and will ensure the Contractor's full defence.

CLAUSE TWELVE- TERMINATION

12.1 - The contract is extinguished when the obligations of both parties are fulfilled, even if this occurs before the stipulated period for this purpose.

12.1.1 - If the obligations are not fulfilled within the stipulated period, the term will be extended until the object is completed, in which case the Administration must arrange for the schedule established for the contract to be readjusted.

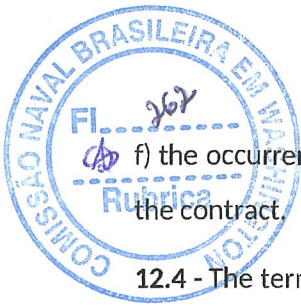
12.2 - The termination, whenever possible, shall be preceded by:

- a) Balance of contractual events already fulfilled or partially fulfilled;
- b) List of payments already made and still due; and
- c) Indemnities and fines.

12.3 - The contract may be terminated amicably, before the fulfillment of the obligations stipulated therein, or before the period established therein, provided the Contractor is granted a fair hearing, for any of the reasons below:

- a) non-compliance with contractual clauses, specifications or deadlines;
- b) irregular compliance with contractual clauses, specifications and deadlines;
- c) delay in fulfilling obligations within the stipulated deadlines;
- d) the unjustified delay in starting the provision of the service;
- e) highly relevant reasons of public interest, known by the public, justified and determined by the competent authority of the contracting body registered in the administrative process of this contract;

CONFIDENCE



f) the occurrence of proved fortuitous event or force majeure, preventing the performance of the contract.

12.4 - The termination term shall be:

12.4.1 - An agreement between the parties, provided it is appropriate for the Administration. The party who wishes to terminate this contract must give the other party 30 days' notice.

12.4.2 - Requested by the Brazilian Navy, in the cases listed in items a), b), c), d) and e).

12.4.3 - When the termination occurs based on the aforementioned items, without the contractor's fault, the contractor will be compensated for the proven damages suffered and will be entitled to payments due for the services provided until the date of termination.

CLAUSE THIRTEEN - ALLOCATION OF FUNDS

13.1 - The expenses for this contract are part of the budget of the Brazilian Government, as per details below:

Gestão/Unidade:

Fonte de Recursos:

Programa de Trabalho:

Elemento de Despesa:

Plano Interno:

13.2 - The allocation of funds for subsequent financial years, may be amended upon the approval of the corresponding budget, through an internal formal document, to be signed by the Brazilian Navy.

CLAUSE FOURTEEN - FORCE MAJEURE

14.1 - The parties shall consider force majeure, for the effect of counting the periods established in this Contract, those which, being impossible to foresee or to avoid may prevent one of the parties from complying with the scheduled dates. Proof of Force Majeure must be presented and accepted by the affected party.

14.2 - Therefore, the following are considered force majeure: war, insurrection, revolution, civil war, strike, lockouts, and acts of nature, adverse meteorological conditions, government



CONFIDENCE

actions, and others, which escape the control of the affected party and prevent the services in the sites where the object of this Contract is being fulfilled.

14.3 - In the event of force majeure, the affected party shall notify the other party, in writing, within 30 (thirty) working days of the start of the force majeure period. The affected party must inform the other party of the consequences of the force majeure regarding the delays under the Contract and the period required in order to overcome those delays. Upon the agreement of the parties, the scheduled dates will be extended by the respective period of the force majeure.

14.4 - The contracting parties may terminate this Contract if the period of Force Majeure persists for 6 (six) months.

CLAUSE FIFTEEN - UNFORESEEN CASES

15.1 - Unforeseen cases will be decided by the parties, according to the provisions contained in this Contract, and its Annexes, with the support of the legislation that governs it.

CLAUSE SIXTEEN - WAIVERS AND VARIATIONS

16.1 - No waiver by either the BNCW or the Contractor will be treated as such unless through a formal variation or contract amendment.

16.2 - The contractor is obliged to accept, under the same contractual conditions, any additions or reductions that are necessary, up to a limit of 25% (twenty-five percent) of the updated initial value of the contract.

16.3 - Contractual changes must be promoted through the signing of an addendum, submitted for approval by the contractor's legal consultancy, except in cases of justified need to anticipate its effects, possibly in which the formalization of the amendment must occur within a maximum period of 1 (one) month.

16.4 - Alterations that do not characterize an amendment to the contract can be made by simple apostille, waiving the signature of an Addendum.



CONFIDENCE

CLAUSE SEVENTEEN - PUBLICITY

17.1 - It is the responsibility of the Brazilian Navy to publish an extract of this Contract in the Official Gazette of Brazil, in order to comply with legal government requirements.

CLAUSE EIGHTEEN - DRAFT OF THE CONTRACT, LAW AND ARBITRATION

18.1 - The draft of this contract was examined and approved by the *Consultoria Jurídica-Adjunta do Comando da Marinha (CJACM)*, through *Parecer* n. ____/____.

18.2 - This Contract is governed by the laws of United States of America and has its authoritative text in the English language.

18.2.1 - All matters arising there under shall be determined in accordance with the laws of United States of America and under the jurisdiction of the Washington courts.

CLAUSE NINETEEN - DELEGATION OF POWER

19.1 - In accordance with the legal instrument "Rules for Administrative Agreements of the Brazilian Navy", "Portaria" Nr. 38, dated 21/03/2022, the Brazilian Navy has delegated power to the President of the Brazilian Naval Commission in Washington to sign contracts, on behalf of the Brazilian Navy, in the area of his jurisdictional sector. In addition, "Portaria" N° , dated xx/xx/xxxx, from the _____ was issued to support this specific contract.

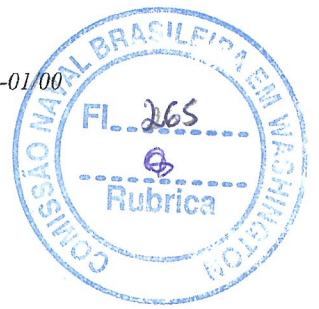
CLAUSE TWENTY- NOTICES AND CORRESPONDENCE

20.1 - Where in accordance with the Contract, a notice in writing is required, it shall be sent by registered post to the address of the party to receive it, stated in this Contract or such other address as may from time to time be notified by either party to the other in writing.

20.2 - All correspondence between the parties hereto concerning the Contract shall be in the English Language.

20.3 - The day-to-day correspondence and formal notices given by both parties should be sent to the following:

CONFIDENCE



a) Brazilian Naval Commission in Washington
5130 - Macarthur Boulevard N.W. Washington - USA - 20063316
Tel: + 2022443950 -
FAO: Contracts Division

b) Contractor:
TASK AEROSPACE Inc.
5755 South Sossaman Road, Hangar 46 Mesa, Arizona 85212
Tel: +210.862.0758,

CLAUSE TWENTY-ONE - COPIES

21.1 - This Contract is made in two originals, one for the BNCW and one for the Contractor, and a copy for the _____.

AND, it is hereby agreed that both parties accept the provisions of the Clauses of this Contract, which was read and agreed with and is now signed by Captain _____ President of the Brazilian Naval Commission in Washington, representing the Brazilian Navy, and Mr.(s) _____, representing the Contractor and witnessed by Commander _____ and Commander _____, at this whole act present.

Washington, ___ of _____.

Captain Brazilian Navy - President Company - Manager/Director

Witnesses:

Commander Brazilian Navy Commander Brazilian Navy

EM BRANCO