

DISCLAIMER: This is an interim text of the non-confidential version of the commitments in Case M.7724 – ASL / ARIANESPACE. The text is made available for information purposes only and does not constitute an official publication. The full text of the decision and the commitments in Annex will be published on DG COMP's website.

Case M.7724 – ASL/Arianespace

COMMITMENTS TO THE EUROPEAN COMMISSION

In accordance with Article 8(2) of Council Regulation (EC) No 139/2004 (the “*Merger Regulation*”), ASL (“*the Notifying Party*”) and its parent companies Airbus Group and Safran acting for themselves and on behalf of ASL (altogether “*the Parties*”) hereby enter into the following commitments (“*Commitments*”) with a view to enable the European Commission (the “*Commission*”) to declare the acquisition of control over Arianespace notified in Case M.7724 (the “*Concentration*”) compatible with the internal market and the functioning of the EEA Agreement by its decision pursuant to Article 8(2) of the Merger Regulation (the “*Decision*”).

The Concentration takes place within the framework of the Resolution on Europe’s Access to Space, adopted by the Council of the European Space Agency meeting at ministerial level on December 2, 2014, calling for a change in governance of the European launcher sector in relation with Ariane 6, and underlining that within this new governance, “*the Joint Venture (ASL) will control the commercial exploitation of the launch service.*”

This text shall be interpreted in light of the Decision, in the general framework of European Union law, in particular in light of the Merger Regulation, and by reference to the Commission Notice on remedies acceptable under Council Regulation (EC) No 139/2004 and under Commission Regulation (EC) No 802/2004 (the “*Remedies Notice*”).

Section A. Definitions

For the purpose of the Commitments, the following terms shall have the following meaning:

Affiliated Undertakings: undertakings controlled by the Parties, whereby the notion of control shall be interpreted pursuant to Article 3 of the Merger Regulation and in light of the Commission Consolidated Jurisdictional Notice under Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings (the “*Consolidated Jurisdictional Notice*”).

Airbus DS Satellites: the Space Systems Business Line of the Airbus Defence and Space Division, with the exception of all activities not related to the design, manufacturing and/or sale of satellites, as well as the Surrey Satellite Technology Ltd company.

Airbus DS Satellites Affected Personnel: executives and employees of Airbus DS Satellites in charge of interactions and negotiations with Third Party Launch Service Providers, as defined in Schedule 3.

Airbus Group: Airbus Group S.E. and its subsidiaries, to the exclusion of ASL. For the avoidance of any doubt, this covers in particular Airbus Defence and Space SAU and Airbus Defence and Space Netherlands.

Ariane Users' Club: meetings of satellite operators, institutional customers and satellite manufacturers organised by ASL and Arianespace to discuss evolutions of the Ariane launcher family.

Arianespace: Arianespace Participation S.A. and its subsidiary Arianespace S.A., or any subsequent legal form that these entities may take.

ASL/Arianespace Affected Personnel: all ASL/Arianespace executives and employees, except for personnel that does not have access to Launch Services and Satellite Confidential Information and/or Launcher Roadmap Sensitive Information, as defined in Schedule 2.

Closing: the closing of the Concentration.

Competitively Sensitive Information: information that is not in the public domain, the disclosure of which could result in a serious harm to the commercial interests of a Third Party Satellite Prime Contractor and/or a Third Party Launch Service Provider vis-à-vis its competitors.

Conflict of Interest: any conflict of interest that impairs the Monitoring Trustee's objectivity and independence in discharging its duties under the Commitments.

CSA: *Comité de Stratégie et d'Audit* of Arianespace.

Effective Date: the date of adoption of the Decision.

Executive Committee: *Comité exécutif* of Arianespace.

ESA: the European Space Agency.

Launch Services and Satellite Confidential Information: Competitively Sensitive Information relating to the launch services activities of ASL/Arianespace in relation with Third Party Satellite Prime Contractors (including Third Party Satellite Prime Contractor Key Confidential Information), including but not limited to (i) information on the identity of Arianespace's potential customers and the offers made or in preparation, (ii) information on the identity of Arianespace's customers or on the specificities of the contracts/missions/satellites prior to the public announcement of the contract/launch, (iii) detailed manifest (information on the identity of customers and their attributed slots or possible free slots), (iv) technical information exchanged between any Third Party Satellite Prime Contractor and ASL/Arianespace relating to third party satellites to be launched by Arianespace and including ongoing or future satellite development projects, or the compatibility between satellites/platforms and launchers, or Third Party Satellite Prime Contractor's technology and/or intellectual property developed for, or developed with, or provided to Arianespace, and (v) information exchanged between any Third Party Satellite Prime Contractor and ASL/Arianespace regarding launch prices, non-standard launch services contractual terms and conditions (including but not limited to schedule) and insurance prices and conditions for the launch of the Third Party Satellite Prime Contractor's satellites by Arianespace.

Launcher Roadmap Sensitive Information: Competitively Sensitive Information relating to the launcher product roadmap for the Ariane launcher family, including but not limited to the detailed architecture of Ariane 6 and/or the evolutions of Ariane 5, injection orbits, volume of the fairing, capacities regarding launched mass – including lower and upper position technical capacities on the Ariane launcher.

Monitoring Trustee: one or more natural or legal person(s) who is/are approved by the Commission and appointed by the Parties, and who has/have the duty to monitor the Parties' compliance with the Commitments.

Representative of Airbus Group: any employee or executive of Airbus Group.

Schedule: a schedule to these Commitments.

Third Party Launch Service Providers: suppliers of launch services, other than Arianespace.

Third Party Satellite Prime Contractors: prime contractors for satellites, other than Airbus DS Satellites.

Third Party Launch Service Provider Key Confidential Information: Competitively Sensitive Information relating to the launch services of a Third Party Launch Service Provider.

Third Party Satellite Prime Contractor Key Confidential Information: Competitively Sensitive Information that would allow Airbus DS Satellites to determine confidential elements of a Third Party Satellite Prime Contractor's commercial offers or business development strategy, including but not limited to the identity of potential customers of the Third Party Satellite Prime Contractor and the technical and financial terms and conditions contained in its commercial offers to potential customers.

Section B. Commitments to Prevent Any Risk of Exchange of Competitively Sensitive Information - Firewalls

1. The Parties shall implement, or procure to implement, the firewall measures listed below in order to prevent any risk of exchange of Competitively Sensitive Information between ASL/Arianespace and Airbus Group that may provide a competitive advantage to Airbus Group vis-à-vis Third Party Prime Contractors and/or to Arianespace vis-à-vis Third Party Launch Service Providers. For the avoidance of any doubt, the measures listed below do not prevent the necessary exchanges between Airbus Group and ASL/Arianespace in the course of normal business interactions for the launch of an Airbus satellite by Arianespace.

Firewalls Preventing The Communication of Competitively Sensitive Information Regarding Third Party Satellite Prime Contractors to Airbus Group

2. ASL undertakes not to exchange, and that Arianespace shall not exchange, directly or indirectly, in particular *via* commercial networks and local partners, any Launch Services and Satellite Confidential Information with Airbus Group.
3. Launch Services and Satellite Confidential Information shall not be shared with the board of directors of ASL. In particular, the Parties undertake that all launch service agreements (including multi-launch agreements), specific missions or any decision to be taken by Arianespace regarding individual launch services that comply with the financial objectives of Arianespace's approved business plan will not be presented, discussed or be submitted to a vote before the board of directors of ASL.
4. In cases where a launch service agreement or specific mission does not materially comply with the financial objectives of Arianespace's approved business plan, the Parties undertake that only the financial conditions of the contract (*e.g.*, in terms of margin, default risk, warranties, any type of guarantees, payment schedule, but not including the nominal price) may be reported to the board of directors of ASL, to the exclusion of any other provision, including – but not limited to – any information related to the identity of the customer and satellite manufacturer, the technical specificities of the mission, the characteristics of the payload, the characteristics of the payload adapter or dispenser, the launch period and the nominal price.
5. Airbus Group and ASL undertake to ensure separate physical locations between the analysis and mission teams of Airbus DS Satellites on the one hand and ASL/Arianespace on the other

hand. Airbus Group and ASL also undertake to maintain separate physical locations between the launch services activities of Arianespace and the technical and commercial activities of Airbus DS Satellites. This does not prevent exchanges between those teams in the course of normal business interactions for the preparation of the launch of an Airbus satellite by Arianespace.

6. ASL undertakes to have its personnel and managers with access to Launch Services and Satellite Confidential Information, including any employee or manager of Arianespace, receive relevant information and training as regards the implementation of the firewalls and sign confidentiality agreements vis-à-vis Airbus Group, in the form set out in Schedule 1 to these Commitments, subject to applicable labour law. The Parties also undertake to set up, under the supervision of the Monitoring Trustee, an adequate mechanism to ensure the continuing awareness of its personnel and managers with access to Launch Services and Satellite Confidential Information regarding the implementation of the firewalls, subject to applicable labour laws.
7. In addition, the Parties undertake to ensure that, subject to applicable labour law, through appropriate information and training, as well as the signing of confidentiality agreements by Arianespace's personnel in the form set out in Schedule 1 to these Commitments, Third Party Prime Contractor Key Confidential Information shall not be shared outside of Arianespace.
8. Notwithstanding the above, Competitively Sensitive Information relating to future satellite manufacturing agreements not yet signed may be provided by Arianespace to ASL on an anonymised basis only (*i.e.*, without the name of the satellite operator, the name of the satellite manufacturer, the country of operation and of origin of the satellite, unless otherwise provided for under specific laws and regulations) in order to maintain the necessary operational discussions and develop the current commercial synergies between the launcher prime contractor and the launch services operator.

Firewalls Preventing the Communication of Competitively Sensitive Information Regarding Arianespace's Launchers and Technical Information to Airbus Group

9. ASL undertakes not to share, and that Arianespace shall not share, directly or indirectly, Launcher Roadmap Sensitive Information with Airbus Group before it is shared with other Third Party Prime Contractors. In particular, the Parties undertake to maintain regular meetings of the Ariane Users' Club in order to ensure that all Launcher Roadmap Sensitive Information is shared and discussed with satellite operators and satellite manufacturers at the same time and with the same degree of details.
10. ASL undertakes to have its personnel and managers with access to Launcher Roadmap Sensitive Information, including any employee or manager of Arianespace, receive relevant information and training as regards the implementation of the firewalls and sign confidentiality agreements vis-à-vis Airbus Group, in the form set out in Schedule 1 to these Commitments, subject to applicable labour law. ASL also undertakes to set up, under the supervision of the Monitoring Trustee, an adequate mechanism to ensure the continuing awareness of its personnel and managers with access to Launcher Roadmap Sensitive Information regarding the implementation of the firewalls, subject to applicable labour laws.

Firewalls Preventing The Communication of Third Party Launch Service Provider Key Confidential Information to ASL/Arianespace

11. Airbus Group undertakes that Airbus DS Satellites shall not exchange Third Party Launch Service Provider Key Confidential Information with Arianespace, either directly or through ASL. This does not prevent Airbus DS Satellites to use information received from Third Party Launch Service Providers, including the terms and conditions offered (notably in terms of prices and launch slots) in the course of normal business negotiations with ASL/Arianespace for the launch of an Airbus satellite by Arianespace.
12. Airbus Group undertakes to have the personnel and managers of Airbus DS Satellites receive relevant information and training as regards the implementation of the firewalls and sign confidentiality agreements vis-à-vis ASL/Arianespace, in the form set out in Schedule 1 to these Commitments, subject to applicable labour law. The Parties also undertake to set up, under the supervision of the Monitoring Trustee, an adequate mechanism to ensure the continuing awareness of the personnel and managers of Airbus DS Satellites regarding the implementation of the firewalls, subject to applicable labour laws.

Separation of IT Networks

13. In order to ensure the full implementation of the commitments described at paragraphs 2 to 12 above, the Parties commit to the following regarding their respective IT networks.
14. The Parties undertake to separate the IT network of ASL/Arianespace from the IT networks of ASL's parent companies (Airbus Group and Safran) within [...] from Closing. Upon submission of a reasoned request to the Monitoring Trustee, the Monitoring Trustee may grant an extension of the delay to comply with the separation of IT networks. In the meantime, as from Closing, (i) all Launch Services and Satellite Confidential Information and Launcher Roadmap Sensitive Information shall be segregated on ASL/Arianespace servers so as to ensure that Airbus Group and Safran will not have access to it; and (ii) Third Party Launch Service Provider Key Confidential Information shall be segregated on Airbus Group's servers so as to ensure that ASL/Arianespace will not have access to it.

Reinforcement of the Non-Disclosure Agreements between Arianespace and Third Party Satellite Prime Contractors and Airbus DS Satellites and Third Party Launch Service Providers

15. In order to further ensure the full protection of Competitively Sensitive Information, the Parties undertake that all non-disclosure agreements entered into by Arianespace with Third Party Satellite Prime Contractors and by Airbus DS Satellites with Third Party Launch Service Providers shall include the following clause, unless specifically requested otherwise by the other party:

“In the event of any dispute arising out of or relating to this Agreement, or relating to the implementation of the Commitments accepted by the European Commission in case COMP/M.7724 ASL/Arianespace, the Parties shall use their best efforts to reach an amicable settlement. If an amicable settlement cannot be achieved, the dispute shall be referred to [the President of ARIANESPACE/the CEO of Airbus Defence and Space] and of THE COUNTERPARTY, who will use their best efforts to reach a settlement. Should an amicable settlement fail, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be [TO BE AGREED BETWEEN THE PARTIES]. The language of the proceedings shall be [TO BE AGREED BETWEEN THE PARTIES].”

Section C. Commitments to Ensure the Independence of Arianespace vis-à-vis Airbus Group's Satellite Activities – Governance and Employment Incompatibilities

16. In order to further reinforce the firewall measures described in Section B above and to ensure the operational independence of Arianespace vis-à-vis Airbus DS Satellites, the Parties commit to the following governance and employment incompatibilities measures.
17. The Parties undertake that no Representative of Airbus Group may be appointed to the board of directors of Arianespace, as CEO of Arianespace or as member of the CSA or the Executive Committee of Arianespace.
18. The Parties undertake that the representatives of Airbus Defence and Space SAU and Airbus Defence and Space Netherlands – which, as direct shareholders of Arianespace, are censors of the board of directors of Arianespace and represent the Spanish and Dutch national interests in Arianespace – will continue not to hold any voting right. Launch Services and Satellite Confidential Information and Launcher Roadmap Sensitive Information are in principle not communicated to the board of directors of Arianespace. In any event, should this be the case in circumstances that cannot be foreseen at present, all directors and censors will be held by their legal duty of confidentiality under French law. In any case, Airbus Group undertakes to ensure, through the signing of the appropriate additional confidentiality agreements in the form set out in Schedule 1 to these Commitments, that the censors representing Airbus Defence and Space SAU and Airbus Defence and Space Netherlands at the board of directors of Arianespace will not share with Airbus Group Launch Services and Satellite Confidential Information or Launcher Roadmap Sensitive Information that would have been provided to them.
19. The Parties undertake that (i) no ASL/Arianespace Affected Personnel shall hold simultaneously a position at Airbus Group, and (ii) no Airbus Group employee or executive (including all members of the executive committee of Airbus Group S.E. and each of its subsidiaries, without limitation, to the exclusion of ASL) shall hold simultaneously a position as ASL/Arianespace Affected Personnel.
20. In addition, the Parties undertake that as from Closing, ASL/Arianespace Affected Personnel shall not be hired by Airbus DS Satellites for a period of [...] after the date they terminated their employment as ASL/Arianespace Affected Personnel. Reciprocally, as from Closing, Airbus DS Satellites Affected Personnel shall not be hired by ASL/Arianespace for a period of [...] after the date they terminated their employment as Airbus DS Satellites Affected Personnel.
21. Should ASL/Arianespace Affected Personnel transfer to an entity of the Airbus Group other than Airbus DS Satellites, the Parties undertake to ensure, through the signing of appropriate confidentiality agreements in the form set out in Schedule 1 to these Commitments, that they will not share any of this information within Airbus Group.

Section D. Monitoring Trustee

Appointment Procedure

22. The Parties shall appoint a Monitoring Trustee to carry out the functions specified in these Commitments for a Monitoring Trustee. The Parties commit not to close the Concentration before the appointment of a Monitoring Trustee.

23. The Monitoring Trustee shall:
- (i) at the time of appointment, be independent of the Parties and Third Party Prime Contractors and their Affiliated Undertakings;
 - (ii) neither have nor become exposed to a Conflict of Interest;
 - (iii) possess the necessary qualifications to carry out its mandate, for example have sufficient relevant experience as an investment banker or a consultant or an auditor; and
 - (iv) have a European Union nationality, due to the sensitivity of the documentation held by the Parties.
24. The Monitoring Trustee shall be remunerated by the Parties in a way that does not impede the independent and effective fulfilment of its mandate.

Proposal by the Parties

25. No later than two (2) weeks after the Effective Date, the Parties shall submit the name or names of one or more natural or legal persons whom the Parties propose to appoint as Monitoring Trustee to the Commission for approval. The proposal shall contain sufficient information for the Commission to verify that the proposed Monitoring Trustee fulfils the requirements set out in paragraph 23 above and shall include the full terms of the proposed mandate, including all provisions necessary to enable the Monitoring Trustee to fulfil its duties under these Commitments and the outline of a work plan which describes how the Monitoring Trustee intends to carry out its assigned tasks.

Approval or rejection by the Commission

26. The Commission shall have the discretion to approve or reject the proposed Monitoring Trustee and to approve the proposed mandate subject to any modifications it deems necessary for the Monitoring Trustee to fulfil its obligations. If only one name is approved, the Parties shall appoint or cause to be appointed the individual or institution concerned as Monitoring Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, the Parties shall be free to choose the Monitoring Trustee to be appointed from among the names approved. The Monitoring Trustee shall be appointed within one week of the Commission's approval, in accordance with the mandate approved by the Commission.

New proposal by the Parties

27. If all the proposed Monitoring Trustees are rejected, the Parties shall submit the names of at least two more natural or legal persons within one (1) week of being informed of the rejection, in accordance with paragraphs 22 to 26 of these Commitments.

Monitoring Trustee nominated by the Commission

28. If all further proposed Monitoring Trustees are rejected by the Commission, the Commission shall nominate a Monitoring Trustee, whom the Parties shall appoint, or cause to be appointed, in accordance with a Monitoring Trustee mandate approved by the Commission.

Mission of the Monitoring Trustee

29. The Monitoring Trustee shall assume its specified duties and obligations in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the

request of the Monitoring Trustee or the Parties, give any orders or instructions to the Monitoring Trustee in order to ensure compliance with the Commitments.

Duties and obligations of the Monitoring Trustee

30. The Monitoring Trustee shall:

- (i) supervise that the firewalls, governance and employment incompatibility measures have been implemented and are being complied with as described in Sections B and C above, in particular by:
 - verifying that all necessary measures to ensure that Airbus Group does not after the Effective Date obtain any Launch Services and Satellite Confidential Information or Launcher Roadmap Sensitive Information in violation of paragraphs 2 and 9 have been implemented and are being complied with, and ASL has not after the Effective Date obtained Third Party Satellite Prime Contractor Key Confidential Information as per paragraph 7;
 - verifying that all necessary measures to ensure that Airbus DS Satellites does not share Third Party Launch Service Provider Key Confidential Information with Arianespace, either directly or through ASL, have been implemented and are being complied with pursuant to paragraph 11 above;
 - verifying that ASL/Arianespace’s information technology network have been severed from the information technology networks of ASL’s parent companies pursuant to paragraph 14 above;
 - verifying that the obligations regarding the composition and functioning of the boards of directors of Arianespace, the CSA and the Executive Committee, as well as the identity of the CEO of Arianespace, have been implemented and are being complied with pursuant to paragraphs 17 and 18 above; and
 - verifying that the Commitments with regards to the functioning of the board of directors of ASL have been implemented and are being complied with pursuant to paragraphs 3 and 4 above;
 - verifying that the Commitments regarding employment incompatibilities have been implemented and are being complied with as described in Section C, and in particular verifying the accuracy of Schedules 2 and 3;
- (ii) propose to the Parties such measures as the Monitoring Trustee considers necessary to ensure the Parties’ compliance with the Commitments;
- (iii) promptly report in writing to the Commission, sending the Parties non-confidential copies at the same time, if it concludes on reasonable grounds that the Parties are failing to comply with the Commitments;
- (iv) provide to the Commission, sending the Parties non-confidential copies at the same time, a written report that shall cover the measures taken to ensure the implementation of the Commitments, so that the Commission can assess whether the Commitments are implemented in a manner consistent with Sections B and C above. The Monitoring

Trustee shall submit this report (a) during the first two (2) years following Effective Date, within fifteen (15) days after the end of every six (6) months, and (b) thereafter, within fifteen (15) days after the end of every calendar year;

- (v) assume the other functions assigned to the Monitoring Trustee under the conditions and obligations attached to the Decision.

- 31. The Monitoring Trustee shall provide a detailed work plan to the Commission within one (1) month of its appointment, sending a copy to the Parties at the same time, describing how it intends to carry out its mandate.

Duties and Obligations of the Parties

- 32. The Parties shall provide and shall cause its advisors to provide the Monitoring Trustee with all such co-operation, assistance and information as the Monitoring Trustee may require to perform its tasks. Subject to applicable laws and regulation in matter of national defence and security, the Monitoring Trustee shall have full and complete access to any of the Parties' books, records, documents, management or other personnel, facilities, sites and technical information reasonably necessary for fulfilling its duties under the Commitments and the Parties shall provide the Monitoring Trustee upon request with copies of any document. The Parties shall make available to the Monitoring Trustee one or more offices on their premises and shall be available for meetings in order to provide the Monitoring Trustee with all information reasonably necessary for the performance of its tasks.
- 33. The Parties shall indemnify the Monitoring Trustee and its employees and agents (each an "***Indemnified Party***") and hold each Indemnified Party harmless against, and hereby agrees that an Indemnified Party shall have no liability to the Parties for, any liabilities arising out of the performance of the Monitoring Trustee's duties under the Commitments, except to the extent that such liabilities result from the wilful default, recklessness, gross negligence or bad faith of the Monitoring Trustee, its employees, agents or advisors.
- 34. At the expense of the Parties and subject to applicable laws and regulation in matter of national defence and security, the Monitoring Trustee may appoint advisors (in particular IT experts or consultants), subject to the Parties' approval (this approval not to be unreasonably withheld or delayed) if the Monitoring Trustee considers the appointment of such advisors necessary or appropriate for the performance of its duties and obligations under the Mandate, provided that any fees and other expenses incurred by the Monitoring Trustee are reasonable. Should the Parties refuse to approve the advisors proposed by the Monitoring Trustee, the Commission may approve the appointment of such advisors instead, after having heard the Parties. Only the Monitoring Trustee shall be entitled to issue instructions to the advisors. Paragraph 33 of these Commitments shall apply *mutatis mutandis*.
- 35. In particular, the Monitoring Trustee shall consult ESA on any technical aspect covered by the present Commitments. ESA may especially provide to the Monitoring Trustee all the expertise necessary to assess the compliance of the Parties with the Commitments as regards the treatment of Launch Services and Satellite Confidential Information, Launcher Roadmap Sensitive Information and Third Party Satellite Prime Contractor Key Confidential Information. In that regard, the Parties authorise ESA to use all the information available to it in its capacity as censor of Arianespace to support the mission of the Monitoring Trustee.
- 36. The Parties agree that the Commission, acting pursuant to the Merger Regulation, may share information proprietary to the Parties with the Monitoring Trustee. The Monitoring Trustee shall not disclose such information and the principles contained in Article 17(1) and (2) of the Merger Regulation apply *mutatis mutandis*.

37. For a period of ten (10) years from the Effective Date, the Commission may request all information from the Parties that is reasonably necessary to monitor the effective implementation of the Commitments.

Replacement, Discharge and Reappointment of the Monitoring Trustee

38. If the Monitoring Trustee ceases to perform its functions under the Commitments or for any other good cause, including the exposure of the Monitoring Trustee to a Conflict of Interest:
- (a) the Commission may, after hearing the Monitoring Trustee and the Parties, require the Parties to replace the Monitoring Trustee; or
 - (b) the Parties may, with the prior approval of the Commission, replace the Monitoring Trustee.
39. If the Monitoring Trustee is removed according to paragraph 38 of these Commitments, the Monitoring Trustee may be required to continue in its function until a new Monitoring Trustee is in place to whom the Monitoring Trustee has effected a full hand over of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure referred to in paragraphs 22 to 28 of these Commitments.
40. Unless removed according to paragraph 38 of these Commitments, the Monitoring Trustee shall cease to act as Monitoring Trustee only after the Commission has discharged it from its duties after the Commitments have been implemented. However, the Commission may at any time require the reappointment of the Monitoring Trustee if it subsequently appears that the relevant remedies might not have been fully and properly implemented.

Section E. Entry into force – Effective Period

41. The Commitments shall take effect as of Effective Date and shall apply for a period of twenty-five (25) years from Effective Date, as long as Airbus Group continues to manufacture satellites as prime contractor during that period.
42. By exception to paragraph 41 above, the measures described in paragraph 20 shall apply for a period of fifteen (15) years from Effective Date, as long as Airbus Group continues to manufacture satellites as prime contractor during that period.

Section F. The review clause

43. The Commission may, in response to a reasoned request from the Parties showing good cause waive, modify or substitute, in exceptional circumstances, one or more of the undertakings in these Commitments. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time send a non-confidential copy of the report to the Parties. The request shall not have the effect of suspending the application of the undertaking and, in particular, of suspending the expiry of any time period in which the undertaking has to be complied with.

May 20, 2016

SCHEDULE 1 – CONFIDENTIAL

Personal and Confidential

Individual Confidentiality Agreement

[...]

[NAME AND SIGNATURE]

SCHEDULE 2 – CONFIDENTIAL

[...]

SCHEDULE 3 – CONFIDENTIAL

[...]