

**SCHEDULE MS6  
LOCAL IMPLEMENTATION AGREEMENT (LIA)**

This Local Implementation Agreement ("LIA") for [INSERT COUNTRY] ("Country") is executed as of [INSERT EFFECTIVE DATE] by and between [INSERT SP], a legally registered company incorporated under the laws of [INSERT COUNTRY] and maintaining an office at [INSERT ADDRESS] ("SP"), and [INSERT NAME OF APPLICABLE GE AFFILIATE], a legally registered company incorporated under the laws of [INSERT COUNTRY] and maintaining an office at [INSERT ADDRESS] ("GE"). For purposes of this LIA, SP and GE may be referred collectively as "Local Parties" or individually as a "Local Party." In consideration of the mutual covenants and terms and conditions set out below, the Local Parties agree as follows:

1. **GENERAL TERMS.** This LIA incorporates the terms of the Purchase Agreement, with an effective date of [INSERT DATE], by and between [INSERT SP] and [INSERT GENERAL ELECTRIC COMPANY OR THE NAME OF THE APPLICABLE GE CONTRACTING ENTITY] (the "Agreement"), and all other attachments and documents incorporated by reference to this LIA (including all applicable Order Forms and SOWs). Capitalized terms used but not defined in this LIA shall have the meaning ascribed to them in the Agreement.

2. **TERM.** The initial term of this LIA shall commence on the Effective Date and shall continue until such date as this LIA may be terminated or expires in accordance with the terms of the Agreement.

3. **ADDITIONAL OR MODIFIED TERMS.** To override any terms or conditions of the Agreement, the Local Parties must expressly override the terms or conditions of the Agreement with reference to the specific section number(s) of the Agreement to be overridden by the LIA, in which case the conflicting provisions of the LIA shall prevail but only with respect to the LIA. The Local Parties agree to supplement and/or modify the Agreement as follows solely for purposes of this LIA (and corresponding Order Forms and SOWs to this LIA) to the extent necessary to comply with local law or with local custom, practices or commercial climate:

<<DRAFTING NOTE: Use this space to identify modifications to the Agreement for operational and legal purposes>>

4. **APPLICABLE LAW.** This LIA (and any non-contractual obligations arising out of or in connection with it) shall be construed and enforced in accordance with, and governed by, the substantive laws of [INSERT APPLICABLE COUNTRY LAW] (including but not limited to application of any real property or landlord and tenant law, and data protection regulations) ("Mandatory Law"), which Mandatory Law shall apply and prevail over the choice of the laws of the State of New York to the fullest extent required by Mandatory Law, without regard to the conflict of laws principles thereof, and all actions arising out of or relating to this LIA (whether arising out of or in connection with contractual or non-contractual obligations) must be brought in the courts of [INSERT APPLICABLE COUNTRY]. English language shall be the applicable language and translation of this LIA unless otherwise mutually agreed to by the Local Parties or required by Mandatory Law.

IN WITNESS WHEREOF, the Local Parties hereto have caused this LIA to be executed as of the Effective Date of this LIA.

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