

## STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES (Rev. 05-23)

**1. CONTRACT AND ACCEPTANCE:** These Standard Terms and Conditions for Services ("T&Cs"), and the written purchase order that accompanies, attaches, or incorporates them (the "Purchase Order") and, together with the T&Cs, (the "Contract"), constitute the sole and exclusive terms on which the Company agrees to be bound. The term "Company" includes Howmet Aerospace Inc. or any of its affiliates or subsidiaries which execute a Purchase Order. The term "Supplier" denotes the party to the Contract who is to supply the Services to Company. In exchange for Supplier's compensation listed on the Purchase Order, Supplier agrees to perform the services referenced in the Purchase Order, which are referred to in this document as "Services". Company's offer shall be deemed accepted by Supplier and the Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance or delivery according to schedule of all or any portion of the Services covered under the Contract, by Supplier. Any acceptance of the Contract is limited to acceptance of the express terms of the offer contained herein. Any unconditional payment or other performance of any contract by the Company shall not constitute consent to the application of any terms and conditions not prescribed in the Contract. By executing the Contract, Supplier hereby confirms that it has carefully reviewed the Contract in detail and fully understands the rights, obligations, and disclaimers of both parties provided in all the provisions in the Contract, in particular those regarding responsibilities, risks, intellectual property, indemnifications, and insurance. Except as otherwise expressly set forth in this Contract, Company will have no obligation to purchase any specific quantity of Services from Supplier and Company will be entitled, in its sole discretion, to purchase the same or similar Services from other suppliers.

**2. TIME FOR PERFORMANCE:** The Services shall be performed in strict conformity with the dates and schedules referenced in the Purchase Order. Time is of the essence for Supplier's performance of the Services. Company shall have the right to claim liquidated damages at the rate set out in the Purchase Order as well as to claim damages for any additional costs, loss or expenses incurred by Company which are in any way attributable to Supplier's failure to meet such dates.

**3. SUPPLIER'S COMPENSATION:** Supplier will promptly submit to Company correct and complete invoices, supporting documentation, and all other information reasonably required by Company in connection with the performance of Services. Invoices referencing Company's Purchase Order number shall be issued by Supplier with the invoice showing only the costs/expenditures that are included in the Purchase Order plus VAT and sales and use tax or substitutes thereof at the prevailing rate, and shall be accompanied with corresponding formal tax invoices, if requested by Company according to applicable tax law. Company may withhold payment until all such documents are received and verified. All invoices including items not listed in the Purchase Order and invoices not following the Howmet Invoicing Requirements (as notified to Supplier from time to time) may result in the return of the invoice and delay in payment, payments arriving at Supplier's bank account after the due date as a result of this will not be considered as late payments. All invoices for Services that, in Company's judgment, strictly conform to the requirements of the Contract, will be paid in accordance with the payment term stipulated on the Purchase Order. Company reserves the right to pay, in its sole discretion, according to either the payment terms of the Contract or any alternate payment terms indicated on the Supplier's invoice. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemised separately on the invoice. Delay in receiving valid invoices of Services will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Services covered by the Contract gives rise to mechanics' or other similar liens or other security interests, payment will not be due and the cash discount period will not commence until Supplier has obtained and delivered to Company a complete release and discharge of all liens or other security interests arising out of the production or delivery of Services or receipt in full covering all labor and materials for which a lien or other security interest could be filed or a bond satisfactory to Company indemnifying it against any lien and any costs and expenses associated therewith. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Supplier or any of its parents, subsidiaries or affiliates, and the right to set off any obligations and/or liabilities that Supplier, or any of its parents, subsidiaries or affiliates, may owe to Company.

**4. PRICE:** Supplier warrants that the prices set forth in the Contract are complete and that no additional charge of any type will be added without Company's prior express written consent.

**5. WARRANTIES FOR SERVICES:** In addition to any guarantees and warranties required by law, the Supplier warrants the following: (i) Supplier shall use its best efforts to perform the Services and, at a minimum, Supplier shall perform the Services with all due care and skill and in conformity with the highest standards of the industry practiced by reputable contracting firms performing work of a similar nature at the time and place the Services are provided (conforming at all times with the terms implied by any applicable laws and to meet or exceed any service levels specified in the Contract); (ii) Supplier shall comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (iii) prior to performing any Services, Supplier will obtain any permits or licenses, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (iv) the Services will not violate or in any way infringe upon the rights of third parties; and (v) Supplier is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of the Contract. Supplier warrants that all of its employees and sub-suppliers, and all other persons or entities acting on its behalf in the performance of this Contract, shall agree to and abide by the warranties set forth herein.

**6. BREACH:** If Supplier fails to perform the Services in accordance with the terms hereof, Company shall, without limiting or affecting other rights or remedies available to it, whether under the Contract or at law, have one or more of the following rights: (i) to terminate the Contract with immediate effect by giving written notice to Supplier identifying the breach of non-observance by Supplier; (ii) to refuse to accept any subsequent performance of the Services which Supplier attempts to make; (iii) to recover from Supplier any costs incurred by Company in obtaining substitute services from a third party; (iv) to require a refund from Supplier of sums paid in advance for Services that Supplier has not provided; and (v) to claim damages for any additional costs, loss or expenses incurred by Company which are in any way attributable to Supplier's failure to comply with the terms hereof. These rights shall extend to any substituted or remedial services provided by Supplier. Company's rights under the Contract are in addition to its rights and remedies implied by applicable law.

**7. LIENS:** Supplier guarantees that no lien, encumbrance or security interest will be filed by Supplier or anyone acting on behalf of, or claiming under or through Supplier, against Company, Company's property, or the Services furnished under the Contract.

**8. SAFETY:** Supplier will provide all safeguards and precautions necessary, including those required by law, in connection with the provision of Services to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and Supplier will be solely responsible for any such occurrences. Supplier warrants that all Services delivered hereunder will be in compliance with all Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company. Supplier agrees to immediately notify Company of any actual or possible safety or quality problems attributable to the Services delivered hereunder.

**9. COMPANY'S PROPERTY AND PARTS:** All property of any kind supplied to Supplier or paid for by Company or for which Supplier has been or will be reimbursed by Company, will be and remain Company's property, and Supplier will maintain such property in good condition and repair. Company's property will not be used by Supplier for any purpose other than the performance of this Contract, will not be commingled with the property of Supplier or with that of a third party and will not be moved from Supplier's premises or altered, without Company's prior written consent. All Company property, while in Supplier's custody or control, will be held at Supplier's risk, free of all liens, encumbrances or security interests of Supplier or third parties, and will be kept insured by Supplier at Supplier's expense in an amount equal to replacement cost with loss payable to Company. All property of Company is subject to removal by Company at any time, and to return upon Company's request. Supplier assumes all risk of death or injury to persons

or damage to property arising from or related to use of Company's property while such property is in the custody or control of Supplier. Company does not guarantee the performance of any Company property or the suitability of any property furnished by it for any particular work. Supplier assumes sole responsibility for inspecting, testing, and approving all of Company's property supplied by Company prior to any use by Supplier. The Supplier is obliged to inform the Company immediately if third parties attempt to gain control of its property, for example (but not limited to) the event of enforcement measures.

**10. SUPPLIER EQUIPMENT:** Supplier shall perform the Contract by using its own tools and equipment (including those for individual protection), unless otherwise agreed in the Purchase Order, and shall be responsible for such equipment and tools whilst on Company premises. Company shall in no event be held liable for any damages, theft, fires involving the property and assets of Supplier introduced into the property and appurtenances of Company. Upon completion of the performance of the Contract or its termination, Supplier shall leave the premises in a tidy state, in proper condition and remove all its tools.

**11. REJECTION AND REVOCATION OF ACCEPTANCE:** Company shall not be bound to reimburse Supplier for any Services that fail to conform to Supplier's obligations under the Contract. Company has the right, before payment, acceptance or delivery of Services under the Contract, to inspect the Services at any reasonable time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Services, nor the failure to do so, before delivery to Company constitute acceptance of any Services, or relieve Supplier from exclusive responsibility for furnishing Services or related goods in strict conformance with Company's specification and instructions. If the Services fail in any respect to conform to the Contract, Company may (i) reject the whole; (ii) accept the whole; or (iii) accept any commercial unit or units and reject the rest. Supplier agrees that any notification of nonconformity by Company, in whatever form, suffices to inform Supplier of the Company's rejection of the Services for the purpose of this clause and that Supplier will be responsible for any losses resulting from the nonconformity. Company shall have the right to claim damages for breach of contract as well as to the agreed liquidated damages set out in the Purchase Order. In an appropriate case, Company may revoke its acceptance of Services. Supplier agrees that Company's acceptance of the Services is reasonably induced by Supplier's assurances of their quality and conformity to the terms of the Contract.

**12. AUDITS AND INSPECTIONS:** Company has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Supplier's obligations under the Contract. Such records will be kept by Supplier for a period of at least seven (7) years after the expiration, cancellation or termination of the Contract, or for such longer periods as may be required by law. In addition, Supplier agrees to provide reasonable assistance for such audits, inspections, and tests.

**13. TAXES:** Supplier will bear and pay all applicable taxes which are based on or measured by net income, gross income or gross receipts including any withholding taxes, surcharges or stamp duty levied against Supplier for the privilege of contracting or doing business in a jurisdiction. If Supplier is required by law to collect VAT or sales and use tax (including any gross receipts tax imposed similar to VAT or a sales and use tax) from Company on behalf of any taxing jurisdiction, Supplier will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Supplier. Supplier will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Supplier must collect VAT or sales and use tax from Company, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services were provided. If applicable, in lieu of payment for any VAT or sales and use tax, Supplier will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Supplier in lieu of payment for any VAT or sales and use tax will be made by Company on a location-by-location basis, and Supplier shall provide all necessary assistance and support to Company for the purpose of securing such exemption or direct pay certificate to the extent reasonably required by Company according to applicable law. With the exception of VAT or sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Supplier, or the value, price or compensation under the Contract, or upon the Services provided hereunder, will be the responsibility and liability of Supplier.

**14. CONFIDENTIALITY:** During the term of the Contract and for five (5) years after its cancellation, termination or expiration, Supplier shall not make use of Company's Confidential Information (as defined herein) for purposes other than the fulfillment of the obligations under the Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which Supplier obtains from Company or otherwise discovers in the performance of the Contract. "**Confidential Information**", as used in the Contract, will mean all information relating to Company's business which is not generally available to the public. Confidential Information includes all applicable information that Supplier possesses that predates the Contract. The foregoing provisions of this Section shall not apply to any information that is: (i) rightfully known to Supplier prior to disclosure by Company; or (ii) rightfully obtained by Supplier from any third party; or (iii) made available by Company to the public without restrictions; or (iv) disclosed by Supplier with prior written permission of Company; or (v) independently developed or learned by Supplier through legitimate means; or (vi) disclosed by Company to a third party without a duty of confidentiality on the third party; or (vii) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Supplier will provide reasonable prior written notice to Company if it is required to disclose any of Company's Confidential Information under operation of law. Company expressly reserves the right to disclose any of the terms of the Contract or any information relating to the Services, including but not limited to pricing, to third parties where such disclosure is in the legitimate interests of the Company. Supplier will provide reasonable prior written notice to Company if it is required to disclose any of Company's Confidential Information under operation of law and disclose only the Confidential Information that Supplier is legally required to disclose. Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by this Contract and will be responsible for the disclosure or other misuse of Confidential Information. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, in its sole discretion, elect at any time, by written notice to Supplier, to terminate Supplier's further use of Confidential Information. Upon such election or the expiration or termination of this Contract, Supplier shall immediately return to Company all Confidential Information and copies thereof and erase any digitally held Confidential Information. Expiration or termination of this Contract will not affect Supplier's continuing obligations in this Section. Company expressly reserves the right to disclose any of the terms of this Contract, including, without limitation, pricing, to third parties.

**15. LIMITATION ON USE OF PAYMENT:** Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier under or pursuant to the Contract to corruptly or unlawfully influence any decision, judgment, action or inaction of any individual or entity, in connection with or relating to the subject matter of the Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with the Contract that is illegal, improper or intended to corruptly or unlawfully influence any individual or entity. Without limiting the generality of the preceding, no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any other benefit. If Supplier breaches the terms of this provision, Company may immediately terminate the Contract without any liability.

**16. INTELLECTUAL PROPERTY:** Supplier will promptly disclose to Company all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, including any and all modifications to Company's specifications or any process related to any goods (regardless as to whether Company specifically requested such modification(s)), expressions of computer programs, manuals, databases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice or developed by Supplier arising out of the performance of Services, all referred to in this Contract as "**Contract Developments**". All Contract Developments, including works, mask works or other semi-conductor topography rights, works of authorship, drawings, labels, photographs, video and sound recordings, art and software (source code and object code) (whether or not copyrightable),

patents, trade secrets, trademarks, copyrights, moral rights, rights of publicity or other proprietary or intellectual property right, will be the sole and exclusive property of Company in respect to any and all countries and their territories and possessions. Supplier hereby assigns to Company all rights and future rights in such Contract Developments. Company shall have complete and unrestricted right to use all Contract Developments prepared by Supplier and its sub-suppliers in connection with the performance of Services. To the extent any local law prohibits the assignment of such Contract Developments by Supplier to Company, Supplier hereby grants to Company a worldwide, exclusive (even as to Supplier), permanent, royalty-free, fully paid-up license with a right to sublicense to others, to make, to have made, to use, to have used, to sell, to have sold, to import and to have imported such Contract Developments. To the extent under applicable law that such work may not be deemed a "work made for hire," Supplier expressly assigns and agrees to assign to Company all right, title and interest in and to Supplier's copyright or copyrightable material for such work. Supplier will execute and deliver to Company such instruments of transfer and take other such action that Company may reasonably request, including, without limitation, such assignments and other documents required to vest in Company the entire right, title and interest in and to any copyright associated with such Contract Developments. All Contract Developments may be used by Company for any purpose, without additional compensation to be paid to Supplier. Supplier will perform, at the request of Company, all lawful acts and execute, acknowledge and deliver all instruments, including assignments, deemed necessary, useful or appropriate by Company to vest in Company the entire right, title and interest in and to such Contract Developments and obtain and record title to such Contract Developments and to enable Company to prepare, file and prosecute applications for and obtain patents, copyrights and other forms of industrial property protection on such Contract Developments, as well as continuations, divisions, continuations-in-part, additions, reissues, renewals and extensions of such Contract Developments, as Company at any time deems useful or desirable to preserve such interests in any and all countries selected by Company, and to obtain and record title to patents, copyrights and other forms of industrial property protection and applications for such Contract Developments, so that Company will be the sole and absolute owner of the Contract Developments in any and all countries in which Company may desire such protection. As used in this Contract, "industrial property" includes patents and copyrights, as well as any other form of industrial or intellectual property protection which is presently available or applicable, or which may become available or applicable, to Contract Developments, including developments in expressions of data and computer software. Any reasonable, documented, out-of-pocket additional costs to Supplier required to satisfy the obligations of this Section will be reimbursed by Company. Supplier hereby warrants that: (i) each Contract Development was developed through Supplier's sole and original efforts and does not infringe the intellectual property or privacy rights of any person; and (ii) Supplier has no other arrangement that would interfere with assigning all of its interest in the Contract Development to Company. Supplier may not use Company's name and/or logo in any manner, other than as may be identified in this Contract, without first obtaining written permission from Company.

**17. INDEMNIFICATION:** Supplier shall indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("**Indemnitees**") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including (without limitation) legal fees, costs and expenses of litigation determined on a full indemnity basis ("**Losses**"), that are suffered or incurred by an Indemnitee arising out of, related to or in connection with: (i) the Services or any defective Services; (ii) the performance of the Contract; (iii) any infringement or alleged infringement of any third party intellectual property rights suffered by Company as a result of Company's possession, use and/or exploitation of any of the Services and/or Contract Developments; or (iv) breach of any of the provisions of the Contract, including where such Losses are caused in whole or in part by any negligence or any act or omission of Supplier, its directors, officers, employees, sub-suppliers, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. All such obligations of Supplier to indemnify, defend and hold harmless Company are in addition to Supplier's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Goods or Services, and expiration, termination or cancellation of this Contract. Supplier will be responsible for and will indemnify and keep indemnified Company for itself and/or as trustee for any subsequent supplier of the Services against all Claims arising out of the employment or the termination of employment of any person employed or previously employed by Supplier. Where the indemnities in this clause refer to persons other than the Company, the Company holds the benefit of the indemnity as principal and on trust for each of those other persons.

**18. INSURANCE:** Supplier will: (i) maintain in full force and effect throughout the term of the Contract, policies of insurance of the types which cover the likely liabilities which may be incurred by Supplier arising out of the acts or omissions of Supplier (or its personnel or authorised representatives) in connection with the terms of the Contract or which are otherwise required by law, on the terms and in the amounts commensurate with its business and risks associated therewith ("**Insurance**"); (ii) to the extent permitted by law, waive rights of subrogation and contribution against Company, including Company as an additional insured, under policies of Insurance; (iii) if requested by Company, ensure that Company is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Company is exposed and that the limits of Insurance to which Company is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Supplier under all of the policies of Insurance; (iv) ensure that the policies of Insurance are stated to be specifically primary to any of Company's insurance policies, which policies will be, in all respects, excess to Supplier's policies of Insurance; (v) be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; and (vi) upon Company's request, timely provide written certification, reasonably acceptable to Company, certifying the material terms of the policies of Insurance together with evidence of payment of the last premium.

**19. FORCE MAJEURE:** Neither party will be in default for any delay or failure to perform its obligations under the Contract if caused by an extraordinary, unforeseen and supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control, and without the fault or negligence, of the party affected including, but not limited to, an event which falls into one or more of the following categories: act of God, fire, flood, storm, earthquake; war (whether declared or not), armed conflicts, riot, civil commotion, terrorism, acts of piracy, epidemic; nuclear, chemical or biological contamination; explosion or malicious damage; compliance with a law or governmental order, rule, regulation or direction, in each case irrespective of whether the foregoing meet the criteria of force majeure under applicable governing law ("**Force Majeure Event**"). In order to claim relief from its obligations in accordance with this clause, the party affected by a Force Majeure Event must furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Supplier is unable to perform for any reason, Company may obtain the Services from other sources and reduce its obligations owing to Supplier accordingly without liability to Supplier. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by written notice given to the non-performing party before performance resumes.

**20. CODE OF CONDUCT:** Supplier acknowledges that it has access to, has read and understands Company's Supplier Code of Conduct as published at <https://www.howmet.com/supplier-code/>, which URL or Code of Conduct may be updated from time to time. Any such change shall not affect the applicability of the material referenced therein. Supplier expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (or any replacement legislation) or any United Kingdom or local governing law equivalent (where applicable). In particular, Supplier undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, if applicable, to the European Chemicals Agency as established by that Regulation. If Supplier breaches this obligation, it shall indemnify and keep Company harmless from any and all Losses which Company incurs as a consequence of that breach. In addition, in the case of such breach, Company shall be entitled to terminate the Contract. In addition to the warranty above, Supplier warrants that the Contract will be performed in strict compliance with all applicable laws, rules, and standards including environmental, health and safety regulations, and child labor and forced labor laws. If Supplier is granted access to Company's facilities for purposes of completion of the Contract or

inspection of the Services, it will comply with Company's internal policies, including those regarding security and safety and the use of protective clothing and apparatus. Supplier shall indemnify Company against all Losses incurred by the Company on account of the infringement by Supplier or its representatives of any applicable law or regulation or Company's internal policies. Supplier will, at its own expense, obtain all the necessary permits, authorisations, licenses, certificates etc. required to perform this Contract.

**21. FORCED LABOUR:** Supplier shall not, and shall ensure that its suppliers, subcontractors and other business partners involved in the provision of the Services or Goods ("**Subcontractors**") do not use any form of convict, indentured or forced labor, including forced or indentured child labor ("**Forced Labour**") at any stage of the development, mining, production, manufacturing or other process for the Services or related goods or any of the components of the goods. Supplier shall maintain in effect a program of monitoring and auditing its Subcontractors to ensure that they do not use Forced Labor in the development, mining, production, manufacturing or other process for the Services or related goods at any time, including in the production of raw materials or component parts for the Goods. If Company determines that Supplier is in violation of the terms of this Section, in addition to any other rights and remedies Company may have under this Contract or at law or in equity, Company shall have the right to immediately cancel the affected purchases and terminate the Contract without any liability or further obligation to Supplier.

**22. DATA PRIVACY:** Supplier warrants and undertakes that Supplier's processes, services and treatment of all personal information that it may receive, access and/or process on behalf of Company (and/or Company's employees, customers or suppliers) or otherwise in connection with the Contract comply with all applicable laws regarding privacy or personal information (as amended and collectively, "**Privacy Laws**") and that Supplier shall comply with such Privacy Laws. In particular, Supplier shall ensure that any personal information is used or disclosed by it only as needed and to the extent necessary to perform this Contract and that the Supplier takes all reasonable steps to ensure that the personal information is protected from misuse, interference and loss, and unauthorized access, modification and disclosure. Supplier shall not transfer any personal information to any third party without the prior consent of Company. If applicable, Supplier agrees to execute a data processing agreement with Company in the form required by Company to ensure ongoing privacy protection for individuals. Without limiting Supplier's obligations under the Privacy Laws, Supplier will notify Company immediately in writing of any: (i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal information or relating to Company's obligations under any of the Privacy Laws; or (iii) any actual or suspected unauthorized access, disclosure or loss of personal information. Supplier will provide full cooperation and assistance to Company regarding any such complaint, request or unauthorized access, disclosure or loss. If Supplier fails to comply with any of the Privacy Laws, Company may terminate this Contract immediately without further liability. Supplier agrees that it will not notify any individual or body of any actual or suspected unauthorized access, disclosure or loss of the Company's personal information without the Company's prior written consent. By submitting business contact and personal information about Supplier and/or its employees to Company, Supplier consents to the collection, processing, storage, use and transfer of that information to/by Company and all its controlled entities, affiliates and subsidiaries in the United States of America, Europe and elsewhere and their authorised third-party contractors or agents for the purpose of: (a) facilitating Supplier's business relationship with Company; (b) enhancing Company's ability to contact Supplier and its employees; and (c) enabling Company to process and track Supplier's transactions with Company through various internal systems and external third parties ("**Purpose**"). Supplier warrants and undertakes that it will obtain all the necessary consent from the relevant individuals and fulfil all the obligations under the Privacy Laws before submitting any personal information to Company for Company's processing of such personal information as agreed in these T&Cs. Company shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose. When processing such personal information, Company acts as an entrusted data processor who shall only process the personal data in accordance with the instructions of Supplier. If applicable, Supplier agrees to execute a data processing agreement with Company to ensure ongoing privacy protection for individuals.

**23. COMPLIANCE WITH TRADE CONTROLS:** Supplier warrants and agrees that: (i) Supplier's provision of any Services, goods, commodity, software or technology will not cause Company to: (a) violate any applicable Trade Controls (as defined herein); (b) unless otherwise agreed between the parties elsewhere in the Contract, be identified as "Importer of Record" or a party to the importation of Services; or (c) unless otherwise agreed between the parties elsewhere in the Contract, be responsible for obtaining or submitting any required licences, approvals or notices or be responsible for the payment of any associated duties, taxes or fees; (ii) Supplier will cooperate with Company as required to ensure Company's compliance with Trade Controls and provide information that is accurate and necessary to comply with Trade Controls or to receive any related benefits, credits or rights; (iii) transferable credits or benefits associated with the Services, including trade credits, export credits, or rights to the refund of duties, taxes or fees, belong to Company, unless otherwise prohibited by applicable law; (iv) Supplier is not a Sanctioned Person (as defined herein); (v) none of the Services, goods, commodities, software or technology provided are sourced from Forced Labour, Sanctioned Persons, or Sanctioned Countries; (vi) Supplier will comply with all regulatory and administrative requirements associated with the import or export of any Services, goods, commodity, software or technology in connection with this Contract; and (vii) neither Supplier, nor its sub-suppliers or agents, will, at any time whatsoever or under any circumstances whatsoever, export, reexport or transfer any Confidential Information when to do so would be contrary to or in violation of any law, rule, order or regulation including laws, rules, orders and regulations concerning the export of data and information. "**Trade Controls**" shall mean, without limitation, economic sanctions, export or import controls or anti-boycott laws, rules, regulations or orders. "**Sanctioned Countries**" shall mean countries or territories, or the governments of which, that are subject to comprehensive or near-comprehensive Trade Controls. "**Sanctioned Persons**" include: (x) those individuals and entities designated on a United States, European Union, United Kingdom, United Nations or other applicable sanctions or export-restricted party list; (y) individuals or entities in a Sanctioned Country; and (z) entities owned fifty percent (50%) or more in the aggregate or controlled by one or more individuals or entities in (x).

**24. INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Supplier is and will remain an independent contractor of Company. No employee, agent, or representative of Supplier or its sub-suppliers will be deemed to be an employee of Company. Supplier must obtain Company's written permission before subcontracting any portion of the Contract. Except for the insurance requirements in the Contract, all subcontracts and orders thereunder will require that the sub-supplier or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Supplier from its obligations to Company, including, without limitation, Supplier's insurance and indemnification obligations. No subcontract or order will bind Company.

**25. ELECTRONIC COMMERCE:** Supplier acknowledges that Company currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation (as defined herein) relating to the purchase of Services or goods hereunder. For purposes of this provision "**Key Documentation**" means Purchase Orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation crucial to the performance and continuance of the Contract. Supplier acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Company to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Company, each authorised representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission, and use of digital identification will be deemed to constitute a "signature" and will have the same effect as a signature on a written document and is binding upon the party.

**26. VARIATION:** The Contract may not be modified except in writing and signed by the parties. Company may, at any time, make written changes to the general scope of the Contract, including changes to drawings, designs, specifications, materials or packing, and Supplier will continue performance of the Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Supplier's obligations under the Contract, the parties shall negotiate and agree to an equitable adjustment to the price and/or delivery schedule and the Contract will be modified in writing accordingly via a written amendment signed by both parties. Supplier's compensation shall not exceed

the maximum set forth in the Purchase Order unless Company has expressly agreed to the increase in writing and signed by a duly authorised representative of Company.

**27. TERMINATION AND CANCELLATION:** Company may cancel any Purchase Order or terminate the Contract, in whole or in part, at any time for convenience by giving written notice to Supplier. After receiving written notice of termination, Supplier will (i) immediately cease performing Services or taking other actions under the Contract and (ii) immediately take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Supplier's breach or failure of Supplier to provide adequate assurance of performance, Company will pay Supplier, on a pro rata basis, for Services performed as of the date of termination. Upon such payment, all finished Services and related goods for which Company has paid will become the property of Company and will be delivered to Company in accordance with this Contract. Company will have the further right to terminate this Contract, in whole or in part, if, in Company's judgment: (a) the Services or related goods are non-conforming, defective or not delivered as scheduled; (b) Supplier fails to comply with or fulfill, at any time, any of the terms and conditions of this Contract or Company's shipping and billing instructions; or (c) the credit or ability of Supplier to perform this Contract becomes impaired. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default or breach by Supplier hereunder. Company will have the right to terminate this Contract if Supplier has breached any of its terms, or if the credit or ability of Supplier to perform this Contract becomes impaired. In that case, Supplier agrees to hold Company harmless for any and all damage resulting from Supplier's breach and Company will have the right to all remedies available to it under the law.

**28. TRANSITION OF SUPPLY:** In connection with termination of this Contract, or Company's decision to change to an alternate source of supply, Supplier will reasonably cooperate in the transition of supply, which transition shall include the following (collectively, "**Transition Support**"): (i) Supplier will continue delivery of all Services or related goods as ordered by Company, at the prices and other terms stated in this Contract, without premium or other condition, during the entire period reasonably needed by Company to complete the transition to the alternate supplier(s), such that Supplier's action or inaction causes no interruption in Company's ability to obtain Services or related goods as needed; and (ii) subject to Supplier's reasonable capacity constraints, Supplier will provide special services as expressly requested by Company in writing. If the transition occurs for reasons other than Supplier's breach, Company will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Supplier has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Company shall not reimburse Supplier for any costs incurred by Supplier without Company's prior written consent.

**29. ENTIRE AGREEMENT:** The Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Services. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

**30. NO-WAIVER:** No term or provision of the Contract will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right will constitute a waiver of any other right, whether of a similar nature or otherwise.

**31. SURVIVAL:** Notwithstanding the expiration, termination, or cancellation of the Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

**32. SEVERANCE:** If any provision (or part of any provision) of the Contract is, or becomes illegal, invalid or unenforceable in any respect: (a) it shall not affect or impair the legality, validity or enforceability of any other provision of the Contract; and (b) the parties shall negotiate in good faith to amend such provision (or part provision), such that as amended it is legal, valid and enforceable and to the greatest extent possible achieves the parties' original commercial intention.

**33. ASSIGNMENT:** Neither the Contract, nor Supplier's rights and obligations hereunder, are assignable by Supplier without the prior written consent of Company. No such consent or assignment will release Supplier or alter Supplier's liability to perform all of its obligations under the Contract. Any assignment without the prior written consent of Company will be null and void.

**34. COMPLIANCE WITH LAW:** Supplier represents and warrants that Supplier complies and will remain in compliance with all applicable international, federal, state, municipal and local laws, regulations, rules, orders, ordinances and codes of any authority, governmental or otherwise, having jurisdiction (collectively, "**Laws**"). If, and to the extent that, any such Laws require Supplier or Company to engage in due diligence efforts or the collection, disclosure, reporting or retention of documentation or information, Supplier shall engage in such required activity and comply with Company's reasonable requests related to such due diligence efforts, documentation or information as required to facilitate Company's compliance with the Laws.

**35. THIRD PARTY RIGHTS:** A person who is not a party to the Contract shall not have any rights under any applicable law, regulation or otherwise to enforce any term of the Contract.

**36. GOVERNING LAW AND JURISDICTION:** Any and all claims or matters of dispute between the parties to the Contract, whether arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, tort (including negligence) or any other alleged tort or any breach of the Contract, will be resolved, governed by, construed, and enforced in accordance with the laws of the country of incorporation of Company. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded. Supplier waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.

**37. BACKGROUND CHECKS:** Supplier, at its own expense, will have background checks performed on each employee or independent contractor that it plans to assign to work on premises owned, leased or otherwise controlled by Company. Supplier will comply with all applicable security and compliance criteria as issued and updated by the relevant authorities from time to time. The results of the background checks will be reviewed by Supplier prior to the placement of an employee or independent contractor. Supplier agrees and acknowledges that the information gathered in a background check will not be used in any manner prohibited by or in violation of applicable law. All background checks must be conducted in compliance local legal requirements. Supplier will provide Company with documentation of such compliance upon request.

**38. COMPLIANCE WITH COMPANY'S RULES:** Supplier agrees to, and shall cause its employees, sub-suppliers and all other persons or entities acting on behalf of Supplier agree to, abide by Company's rules including, without limitation, those related to environment, health, safety and security, and reasonable requests while on premises owned, leased or otherwise controlled by Company. Company reserves the right to bar from such premises Supplier or any employee, sub-supplier or any other person or entity acting on behalf of Supplier for any cause that Company deems reasonable