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1. DEFINITIONS

- A. "Acceptance" or "Accept" means the verification by Buyer and/or Buyer's Customer that the delivered Products and/or Services meet required specifications, standards and/or criteria as set forth in the Order.
- B. "Authorized Representative" means the person authorized by Buyer's cognizant purchasing organization to administer and/or execute the Order and who has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements of this Order.
- C. "Buyer" means either (i) Northrop Grumman Arabia Limited, a limited liability company organized under the laws of the Kingdom of Saudi Arabia with Commercial Registration No. 1010432315; or (ii) Vinnell Arabia Limited, a limited liability company organized under the laws of the Kingdom of Saudi Arabia with Commercial Registration No. 1010083601.
- D. "Classified Information" means any information or material, regardless of physical form or characteristics, that is owned by, produced or for, or under the control of the United States Government (U.S.G.), and determined pursuant to Executive Order 13526, December 29, 2009 (75 Federal Register 707, January 5, 2010) or prior orders to require protection against unauthorized disclosure, and is so designated as "Confidential," "Secret," or "Top Secret." See Federal Acquisition Regulation (FAR) 52.204-2, Security Requirements.
- E. "Data" means all financial/business information, designs, dimensions, specifications, drawings, patterns, computer files or software, know how, or other information, including but not limited to Technical Data used in the design and manufacture of Products or the provision of Services. Data may be recorded in a written or printed document, computer or electronically stored, software, or any other tangible form of expression.
- F. "Defense Article" shall have the meaning defined in ITAR 22 C.F.R. § 120.6.
- G. "Defense Service" shall have the meaning defined in ITAR 22 C.F.R. § 120.9.
- H. "Incoterms" means the set of international rules for the interpretation of terms used in foreign trade contracts as prepared and published by the International Chamber of Commerce, Paris, France. When a term covered by such Inco-terms is specified in this Order, such term shall be governed by the Inco-terms 2020. In case of a conflict between the provisions of the Inco-terms and the provisions of this Order, the provisions of this Order shall govern.
- I. "Order" means the instrument of contracting, including these terms and conditions and all other referenced documents, any subsequent changes or modifications.
- J. "Party" or "Parties" means Buyer and Seller individually / collectively.
- K. "Prime Contract" means the contracting instrument issued to Buyer or Buyer's higher tier customer by the U.S.G. for the acquisition of Products and/or Services.
- L. "Product(s)" means those goods, supplies, reports, computer software, software licenses, Data, materials, articles, items, parts, components or assemblies, and any incidental Service described in by this Order.
- M. "Seller" means the Party with whom BUYER is contracting under this Order.
- N. "Service(s)" means Seller's time and effort, including any items, articles, Data, or similar

materials provided to Buyer which are incidental to the performance of the Service.

- O. "Technical Data" means all designs, dimensions, specifications, drawings, patterns, know-how, or other information concerning the methods, manufacturing processes, equipment, gauges, and tools used in the design, manufacture, assembly, operation, repair, testing, maintenance, or modification of Products. This includes, but is not limited to, information in the form of blueprints, drawings, photographs, plans, instructions, and documentation, or similar information used in the performance of Services. Technical Data may be recorded in a written or printed document, computer or electronic file, electro-magnetic tape or disc, software, or any other tangible form of expression. Technical Data also includes unclassified and Classified Information as defined in the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations (C.F.R.) § 120.10 and Technology, as defined in the Export Administration Regulations (EAR) Part 772 and Supplement 1 to Part 774.

2. ORDER ACCEPTANCE

- A. This Order is Buyer's offer to Seller to purchase the Products and/or Services described in this Order. Any additional terms proposed in Seller's acceptance of Buyer's offer including, but not limited to, shrink-wrapped or click-through terms not specifically negotiated and identified on the Order, which add to, vary from, or conflict with the terms herein are hereby objected to by Buyer. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the authorized representatives of both Parties. Any of the following shall constitute Seller's unqualified acceptance of this Order and these terms and conditions: (a) acknowledgement of this Order; (b) furnishing of any part of the Products and/or Services under this Order; (c) acceptance of any payment for the Products/Services under this Order; or (d) commencement of performance under this Order.
- B. If, after acceptance of the Order or at any time during the performance of this Order, Seller believes that any portion of this Order is inaccurate, inconsistent or incomplete, Seller shall promptly notify Buyer in writing identifying any discrepancies and requesting resolution before proceeding or continuing with the portion of this Order in question. In the event that the Seller fails to contact Buyer in a timely manner to resolve said discrepancies or inconsistencies and Seller proceeds with or continues any work in question, Seller shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors or omissions, including all associated cost or schedule impacts or both resulting therefrom.

3. ORDER OF PRECEDENCE

In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:

- A. Any provisions required by statute or regulation
- B. Any Change Order Document
- C. Order Document
- D. Order Terms and Conditions (including any referenced Addenda)
- E. Statement of Work
- F. Specifications/Drawings
- G. Quality/Mission Assurance Requirements
- H. Supplier Data Requirements List (SDRL)/Data Item Description (DID)
- I. Other Referenced Documents

4. ASSIGNMENT

- A. Neither this Order, nor any payments, rights, obligations, duties nor claims hereunder, are assignable or transferable by Seller by subcontract or otherwise without Buyer's prior written

consent, except as specifically stated in this clause. Seller may assign to a bank, trust company, or other financing institution including any U.S. federal lending agency, claims for money due or to become due to Seller from Buyer under this Order, provided:

1. The assignment is limited to one Party, covers all amounts payable under the Order and not already paid, is not subject to further assignment, and is made specifically subject to reduction and set-off or recoupment for any present or future claim or claims or indebtedness which Buyer may have against Seller;
 2. Seller furnishes to Buyer written notice of assignment and a true copy of the instrument of assignment.
- B. Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.
- C. Seller shall not furnish or disclose to any assignee under this Order or any other person not entitled to receive the same, any classified document or any of Buyer's Proprietary Information (including this Order) until and unless authorized to do so by Buyer's Authorized Representative.
- D. Assignment by Seller shall not relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment.
- E. Seller hereby agrees that Buyer may freely assign its rights and delegate its duties under this Order to any affiliate of Buyer, and Seller hereby consents to any such delegation or assignment. Seller agrees to sign any documents which may be reasonably requested by Buyer in order to facilitate any such delegation or assignment.

5. SUBCONTRACTING

- A. Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers or industrial suppliers nor shall it apply to purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work.
- B. No subcontract placed under this Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Order.
- C. Any subcontract, assignment, or other transfer of rights or obligations arising under this Order and made to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.

6. {RESERVED}

7. {RESERVED}

8. {RESERVED}

9. {RESERVED}

10. {RESERVED}

11. {RESERVED}

12. WARRANTY

- A. Seller expressly warrants that all Product(s) delivered and Service(s) performed hereunder shall be free from defects, shall be of good materials and workmanship, shall conform to all

- requirements of this Order, and shall be free of any claim of any third party.
- B. The foregoing warranties shall survive inspection and Acceptance of, and payment for, the Product(s) delivered and Service(s) performed hereunder and shall remain in effect as to each Product furnished or Service performed and shall run to Buyer, its successors, assigns, and customers. These warranties shall not be deemed to limit any warranties of additional scope given to Buyer by Seller, nor limit Buyer's rights or Seller's obligations under any other provision of this Order, at law or in equity. No warranties are waived by Buyer supplying, reviewing, commenting upon, or approving plans, specifications, or Data, issuing changes to this Order, or inspecting or Acceptance of the Product(s) or Service(s) or both.
- C. If Buyer determines the Product(s) or Service(s) or both do not to meet the warranties and guarantees specified herein, Buyer may, within its sole discretion, return such Product(s) to Seller at Seller's expense, for correction, replacement or credit, plus transportation charges, or refuse to confirm satisfactory completion of Service(s) and require Seller re-perform such Service(s). If repair, replacement, or re-performance of the Product(s) or Service(s) or both is not timely, Buyer may elect to return, repair, replace, or re-procure the non-conforming Work at Seller's expense. Any corrected, replaced, or repaired Product(s) or re-performed Service(s) shall be subject to the provisions of this Clause to the same extent as initially furnished hereunder for the remaining Warranty Period. Should Buyer's customer require Acceptance of the Product(s) or Service(s) or both not conforming to this warranty, payment will be made at an equitable reduction in price.
- D. Should there be a failure of the Product(s) or Service(s) or both after final Acceptance by Buyer, Seller shall fully cooperate with Buyer and Buyer's customer in the investigation of the failure or anomaly. Seller consents to provide any and all information related to the failure.

13.CHANGES

- A. Buyer's Authorized Representative may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of this Order in (1) drawings, designs, statement of work, specifications, planning, and/or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or Acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of Buyer/Government furnished property; and (7) terms and conditions required to meet Buyer's obligations under its Prime Contracts, including but not limited to, increases or decreases of quantity and any mandatory flow-down clauses.
- B. If any authorized change causes an increase or decrease in the cost or time required to perform this Order, Buyer and Seller shall negotiate an equitable adjustment in the price and/or schedule to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly.
1. Any claim for adjustment shall be unconditionally waived unless: (i) asserted in writing and delivered to Buyer's Authorized Representative within fifteen (15) days of the date of the written change order; and (ii) a fully supported proposal is delivered to Buyer's Authorized Representative within thirty (30) days of the date of the written change order.
 2. If Seller claims the cost of any Product made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the Product to include the right to acquire that Product for cost claimed.
 3. Buyer, its authorized representatives, and its customer have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim. However, at Seller's request, in lieu of Buyer, a mutually agreeable third party can examine books and records to verify Seller's claim.
 4. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. However, Seller shall not be excused from proceeding with this Order as

changed.

- C. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss issues or engage in an exchange of information with Seller's personnel concerning the Products or Services hereunder. No such action shall be deemed to be a change, nor shall it be the basis for an equitable adjustment, and no such action shall relieve Seller of its obligations under this Order.

14. GOVERNING LAW

Both Parties agree that, irrespective of the place of performance of this Order, this Order and all matters relating thereto or arising thereunder will be governed, construed, and interpreted according to the laws of England and Wales without regard to its conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Order.

15. DISPUTES

- A. Amicable Negotiation. All disputes, differences, controversies, claims or questions arising in connection with, arising out of, occurring under, or related to, this Order and any subsequent amendments thereto, including, without limitation, the formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims (a "Dispute") shall be reduced to writing in a document to be sent to the other Party requesting amicable negotiation (a "Negotiation Request"). A Negotiation Request may be sent by e-mail. The negotiation process hereunder shall be submitted to mutually compatible levels of management of the respective Parties to try and resolve the Dispute amicably and in good faith and the executives selected shall use their reasonable best efforts to meet and to find a mutually acceptable resolution to the Dispute.
- B. Arbitration. In the event that the Dispute or any part thereof is not satisfactorily settled by negotiation within sixty (60) days of the date of the Negotiation Request (or within such further period of time as the Parties may have agreed in writing), any Party may file a request for arbitration (a "Notice of Arbitration") with the International Centre for Dispute Resolution (ICDR), in which case the Dispute shall be referred to and finally determined by binding arbitration pursuant to ICDR's International Arbitration Rules then in effect ("the Rules"), subject to the following provisions:
1. The Parties shall agree to the selection of one (1) or three (3) arbitrators, depending on the complexity of the case. Where a tribunal of three (3) arbitrators is to be selected (the "Arbitral Tribunal"), each Party shall appoint a person to serve as an arbitrator. The two Parties' appointed arbitrators shall then appoint the Chairperson.
 2. If the Parties cannot jointly agree on the composition of the Arbitral Tribunal within thirty (30) days from the date of the Notice of Arbitration, ICDR shall appoint the Arbitral Tribunal in accordance with the Rules, appointing as many arbitrators and using such mechanisms to appoint them as it deems appropriate in accordance with the Rules, at its sole discretion.
 3. The Parties and ICDR shall ensure that the Arbitral Tribunal shall have been appointed at the very latest forty-five (45) days from the date of the Notice of Arbitration.
 4. All arbitrators shall be fluent in English. The arbitrator (or the Chairperson of the Arbitral Tribunal, in the event of a three-person tribunal) shall not be of the nationality of anyone of the Parties and shall be a qualified lawyer.
 5. Subject to paragraph I hereof, each Party shall bear its own expenses, including lawyers' fees, in connection with the proceedings hereunder. If the arbitration should involve multiple claimants and/or multiple respondents who cannot agree to a joint nomination of a single arbitrator for claimants and/or respondents within the time limit set out in paragraph B 2

above, the ICDR shall appoint all members of the Arbitral Tribunal without regard to any Party's nomination, but considering the criteria set out in this paragraph B.

6. Where the Dispute is settled at any time after commencement of the arbitration, but before final award, any settlement agreement reached may be submitted to the Arbitral Tribunal by any Party and issued as a consent award by the Arbitral Tribunal.
- C. Location. The seat or legal place of the arbitration proceedings shall be London, England.
- D. English Language. The arbitration proceedings shall be in English. All documents in any other language shall be translated into English at the expense of the Party(ies) producing them.
- E. Governing Law. This arbitration clause and arbitrability of any Dispute shall be governed and construed according to the laws of England and Wales without regard to its conflict of laws rule. The Arbitral Tribunal shall not decide the Dispute based on *amiable compositeur* (composition) or *ex aequo et bono* (from equity and conscience).
- F. Confidentiality. Any settlement discussions or arbitration hereunder shall be conducted in strict confidence. Except as necessary to enforce an award or required by law, no information or documents produced, generated or exchanged in connection with settlement discussions or the arbitration (including the award) shall be disclosed to any person without the prior written consent of all Parties to the settlement or arbitration. This restriction shall not apply to public records or other documents obtained by the Parties in the normal course of business independent of any settlement discussions or arbitration.
- G. Scope of Arbitral Tribunal's Jurisdiction. The scope of the Arbitral Tribunal's jurisdiction shall not be limited because the subject matter of the Dispute implicates public policy questions or national statutory rights.
- H. Discovery. Document production shall be guided by the International Bar Association's 2010 Rules on the "Taking of Evidence in International Commercial Arbitration." The Arbitral Tribunal shall ensure that document production is conducted on a timely basis and the Tribunal may impose sanctions through the allocation of the costs of the arbitration for abuse or undue delay of the document production procedure.
- I. Written Reasoning, Finality and Enforcement of Award. The award rendered by the Arbitral Tribunal shall be reasoned and in writing. The Arbitral Tribunal shall have the discretion to award reasonable costs to the prevailing Party but shall have no authority to award any double or treble damages, punitive damages or any other damages in the nature of a penalty. Such costs may include the costs of the arbitrators, the Arbitral Tribunal administrator, and assistance required by the Arbitral Tribunal, as well as reasonable costs for legal representation. The award rendered by the Tribunal shall be binding on the Parties and may be entered in any court having jurisdiction over the Party or Parties to the Dispute against which enforcement is sought, or a court in any other competent jurisdiction where the assets of said disputing Party or Parties are located. The Parties hereby exclude and expressly waive any right of review or appeal to any court.

16. {RESERVED}

17. TERMINATION FOR CONVENIENCE

- A. This Order and any and all rights granted and obligations assumed may be terminated in whole or in part by Buyer, if Buyer determines that a termination is in its interest. Buyer shall deliver to Seller a written notice of termination specifying the extent of termination and the effective date.
- B. After receipt of notice of termination, and except as otherwise mutually agreed, Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 1. Promptly stop all work as specified in the notice.

2. Place no further subcontracts for materials, services, or facilities except as necessary to complete the continued portion of this Order.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. As directed by Buyer, transfer title and deliver to Buyer:
 - a. The fabricated or unfabricated products, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - b. The completed or partially completed plans, drawings, information, and other property that, if the Order had been completed, would be required to be furnished to Buyer.
5. Submit a termination claim within sixty (60) days after the effective date of the termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of this Order shall be determined as follows:
 - a. Any payments then due and owing to Seller from Buyer for work performed and accepted by Buyer prior to the effective date of termination;
 - b. An allowance for any reasonable cancellation charges due to material commitments made by Seller with Seller's suppliers or subcontractors;
 - c. At Buyer's option, an allowance for any inventory held by Seller which is for Buyer's Order, in which case Seller shall transfer title and possession of said inventory to Buyer in accordance with Buyer's instructions;
 - d. Any other amounts that are mutually acceptable to Buyer and Seller as being fair and reasonable.
6. Protect property in Seller's possession in which Buyer has or may acquire an interest.
7. Complete performance of the work not terminated.
- C. In the event payment has been made by Buyer in excess of the amount determined as being the entitlement of Seller under the provisions of this article, Seller shall repay such excess costs immediately. Buyer may deduct as a set off, any excess amounts from other open subcontracts or Orders with Seller, if any.
- D. In the event payments made by Buyer are less than the amount determined as being the entitlement of Seller under the provisions of this article, Buyer shall pay to Seller such difference between the amount so paid and the total amount determined to be due to Seller in accordance with this article within thirty (30) days of Buyer's receipt of Seller's invoice for said amount.
- E. Notwithstanding the foregoing, the Parties hereto may mutually agree to a partial termination of the Order provided such agreement: (1) equitably revises the price for work remaining to be performed and/or delivery of supplies by Seller thereafter; (2) equitably revises all such other rights requirements, risks, obligations and/or responsibilities as may be affected by such partial termination; and, (3) is evidenced by a formal modification to this Order signed by both Parties.
- F. In no event shall Buyer's total liability to Seller exceed the total Order price of the supplies or Services to which such termination applies and as reduced by the amount of payments previously made and the Order price of work not terminated, nor shall Buyer be liable for incidental or consequential liabilities. Further, Seller shall have no claim against Buyer for loss of anticipated profits or consequential damages suffered by reason of such termination. If the Parties are unable to reach agreement on an equitable settlement pursuant to this clause, any such dispute shall be handled in accordance with the Disputes clause of this Order.
- G. Unless otherwise provided in this Order, Seller shall maintain all records and documents relating to the terminated portion of this Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Order. Seller shall make these records and documents available to Buyer, at Seller's office, at all reasonable times, at no charge.

18. TERMINATION FOR DEFAULT

- A. Buyer may terminate this Order in whole or in part, by written notice of default to Seller if Seller:
1. Fails to deliver Products or to perform the Services within the time specified in this Order or any respective extension; or
 2. Fails in any material way to perform any of Seller's obligations under this Order, or so fails to make progress as to endanger such performance and does not cure such failure within ten (10) days of receipt of Buyer's notice of such failure; or
 3. Becomes debarred from contracting with the government of the Kingdom of Saudi Arabia or the United States;
 4. Is, or any of Seller's officers or a controlling entity (direct or indirect) of Seller is, designated on a sanctions list by the Kingdom of Saudi Arabia, the United States, or if sanctions are imposed by the Kingdom of Saudi Arabia, the United States, or the United Nations on the Seller's country of incorporation or Seller's primary country of operation relevant to performance of the Order, regardless of whether Buyer is subject to the jurisdiction of the government or body issuing such sanctions; or
 5. In the event that Seller becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy (whether voluntary or involuntary) or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or business.
- B. If Buyer terminates this Order in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, Products or Services similar to those terminated, and Seller will be liable to Buyer for any and all excess costs associated with the re- procurement of those Products or Services from another source. Seller shall also continue the work not terminated. In addition, Buyer may rework or repair to bring any Product back to conforming state in accordance with the Warranties clause herein, at Seller's cost.
- C. If this Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, any (1) completed Products, (2) partially completed Products, (3) materials that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has or may have an interest.
- D. Buyer shall pay the Order price for completed Products delivered or Services performed and Accepted. Seller and Buyer shall agree on the amount of payment for the protection and preservation of any property.
- E. Buyer shall, at its option, have the right to set off against, or appropriate and apply to the payment or performance of any obligation, the sum or amount owing at any time to Buyer under this Order, all deposits, amounts, or balances held by Buyer for the account of Seller, any amounts owed by Buyer to Seller, and any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.
- F. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law, equity, or under this Order.

19. {RESERVED}

20. BUYER PROPERTY

All supplies, materials, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items purchased, either directly or indirectly, by Buyer and/or furnished or delivered to Seller to perform the Order, or for which Seller has been reimbursed by Buyer (collectively referred to as "Buyer's Property"), shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's Property in Seller's possession, custody or control. Buyer's Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller

for any purpose other than the performance of this Order; shall be deemed to be property; shall be conspicuously marked PROPERTY OF NORTHROP GRUMMAN by Seller; shall not be commingled with the property of Seller or with that of any third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, at Buyer's direction and expense. With reasonable prior notice, Buyer shall have the right to enter onto Seller's premises to inspect Buyer's Property and Seller's records with respect thereto. Seller agrees that it will comply with the obligation hereunder to release Buyer's Property notwithstanding any offsetting claim it might have against Buyer and that Seller shall be liable for any loss or damage to Buyer resulting from Seller's failure to release Buyer's Property when requested.

21. TAXES AND DUTIES

- A. All taxes, including but not limited to, levies, surcharges, import taxes, export taxes, value added taxes, zakat, duties, tariffs, surcharges and social benefit fees imposed on Buyer and/or its employees by any authority of any country arising out of or related to the work or services performed by Seller hereunder, including transportation associated therewith shall be solely for the account of and shall be paid by Seller. Seller shall indemnify and hold Buyer harmless from the payment of such taxes, and Buyer may deduct the amount of any such taxes paid by Buyer from any amounts due Seller.
- B. The Order price shall include all applicable taxes and duties. Such taxes and duties, if any, shall be separately itemized on the invoice. Use or sales taxes for which Buyer has furnished a valid exemption certificate or other evidence of exemption shall not be included.

22. INFORMATION OF BUYER AND SELLER

- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this Clause, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. Definitions
 1. "Buyer Information" shall mean information disclosed by the Buyer to support Seller's performance under this Order.
 2. "Buyer Proprietary Information" shall mean Buyer Information which (i) is provided or otherwise made available by Buyer to Seller ; and, (ii) is marked proprietary or bears a marking of like import and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14. Buyer Information accessed or made available in electronic form shall be considered Buyer Proprietary Information if: (A) any display of the Buyer Information also displays a proprietary legend or (B) if such Buyer Information is accessed or made available to the Seller via a secure website or portal controlled or managed by the Buyer. Orally or visually disclosed Buyer Information shall be deemed Buyer Proprietary Information only if identified as proprietary at the time of disclosure and summarized and confirmed in a written and labeled description delivered to the Seller within thirty (30) days.
- C. Seller shall hold all Buyer Proprietary Information in confidence and restrict disclosure thereof to only Seller's employees, contract labor and agents who have a need to know so that Seller may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Order.
- D. Seller agrees to use Buyer Proprietary Information only for purposes necessary for performing this Order, without first obtaining Buyer's written authorization.. Seller shall not divulge or use Buyer Proprietary Information for the benefit of any other party. Except as required for the efficient performance of this Order, Seller shall not make copies or permit copies to be made of

Buyer Proprietary Information without the prior written consent of Buyer. Seller shall make no use, either directly or indirectly, of any Buyer Proprietary Information or any information derived therefrom, except in performing this Order, without obtaining Buyer's written consent.

- E. Seller agrees that all information, drawings, specifications, data, documents and materials heretofore or hereafter furnished or disclosed by Seller ("Seller Information") to Buyer in connection with the placing or performance of this Order is furnished or disclosed as a part of the consideration for this Order; that Seller Information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary; and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of Seller Information by Buyer, its assigns, or its customers and Seller shall not place any restrictive markings on Seller Information. Any agreement purporting to provide for the confidential treatment of, or limiting the use of or disclosure of, Seller information, must be in writing and signed by Buyer. Seller hereby grants to Buyer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to the U.S. Government or any higher tier contractor, any Seller Information.
- F. Exceptions. Seller shall not be liable hereunder for use or disclosure of Buyer Proprietary Information which occur after such Buyer Proprietary Information:
1. is or becomes publicly known through no wrongful act of Seller; or
 2. is known to or in the possession of Seller without restriction on disclosure or use through no wrongful act of Seller, as evidenced by competent proof; or
 3. is rightfully received by Seller from a third party without restriction and without breach of this Order; or
 4. is independently developed by Seller without the use of or reference to the Proprietary Information.

In addition, Seller shall not be liable hereunder for use or disclosure of Buyer Proprietary Information if such Buyer Proprietary Information is disclosed to satisfy a legal order by a court of competent jurisdiction or U.S.G. action; provided, however, that Seller shall first advise Buyer within sufficient time prior to the disclosure so that Buyer has the opportunity to seek appropriate relief from the court or governmental order, and provided further that Seller shall disclose only those portions of the Buyer Proprietary Information legally required to be disclosed and request confidential treatment of the Buyer Proprietary Information by the court or governmental entity.

- G. All documents and other tangible media (excluding Products) transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
- H. Neither the existence of this Order nor the disclosure hereunder of Buyer Proprietary Information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.
- I. Seller agrees that Buyer Proprietary Information is valuable and unique, and that the loss resulting from unauthorized disclosure thereof may cause irreparable injury to Buyer, which may not be adequately compensated in money damages. Seller, therefore, expressly agrees that the Buyer shall be entitled to seek injunctive and/or other equitable relief, in addition to any other remedies available to Buyer for breach of this clause.
- J. A Party's obligations with respect to information or data disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination, or cancellation.
- K. Defend Trade Secrets Act provision – applicable only to individuals or to be flowed down to individuals. Pursuant to the U.S. Defend Trade Secrets Act of 2016, if Seller is an individual, Seller acknowledges that he/she shall not have criminal or civil liability under any U.S. Federal

or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a U.S. Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Seller files a lawsuit for retaliation by Northrop Grumman for reporting a suspected violation of law, Seller may disclose the trade secret to Seller's attorney and may use the trade secret information in the court proceeding, so long as Seller (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order. Seller agrees to flow down this provision to all contract labor and agents of Seller who are authorized under this Order to receive Northrop Grumman Proprietary Information and who are individuals.

23. {RESERVED}

24. INTELLECTUAL PROPERTY RIGHTS

- A. Intellectual Property developed or otherwise acquired by Buyer or Seller prior to or outside the scope of this Order ("Background Intellectual Property"), and any Intellectual Property Rights therein, shall be owned by the Party that developed or otherwise acquired the Background Intellectual Property and associated rights.
- B. Seller agrees to make prompt and complete written disclosure to Buyer of all inventions, Data, designs, computer software and information conceived, made or developed as a result of work performed under this Order and all intellectual property rights therein ("Inventions"). Seller agrees to keep necessary records supporting such Inventions and discoveries and will furnish to Buyer upon request all such records.
- C. All Inventions resulting from the work performed under this Order shall be the sole property of Buyer. Buyer shall have the full right to use such Inventions in any manner without any claim on the part of the Seller and without any duty to account to the Seller for such use. Seller agrees to assign to Buyer any patent or patent application resulting from work performed under this Order, and to provide reasonable support for the Buyer's prosecution of such patent application. With respect to copyrightable works developed under this Order, Buyer and Seller agree that any such works which qualify as commissioned works under the U.S. Copyright Act are considered "works made for hire" with copyright ownership in Buyer; otherwise, Seller agrees to assign, and does hereby assign copyright ownership of the works to Buyer. Seller shall not, unless otherwise authorized in writing by Buyer, disclose to anyone other than Buyer any Inventions or other Data developed under this Order or any Data disclosed to Seller by Buyer and shall not use such Inventions or Data for any purpose other than the performance of this Order. Such Inventions or other data developed under this Order shall be considered Buyer Proprietary Information and marked as such by Seller.
- D. Seller shall not include any Background Intellectual Property or any third party Intellectual Property in the Products provided hereunder without the express written consent of Buyer. Seller hereby grants Buyer an unlimited, irrevocable, paid-up, royalty-free right and license to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works of any Products hereunder and to use any intellectual property rights owned by Seller therein.
- E. This Order does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the Order.

25. INTELLECTUAL PROPERTY INFRINGEMENT WARRANTY AND INDEMNITY

- A. In addition to any other warranties by Seller to Buyer, Seller shall indemnify, and hold harmless Buyer, Buyer's officers, agents, employees, and customers from and against any and all liability

and losses, including costs and expenses, based on an allegation or claim that (i) the manufacture, offer for sale, sale, or delivery of Products or performance of Services under this Order or (ii) the use or disposal by, or for the account of, Buyer and/or Buyer's customer of such Products or Services infringe any patent, trade secret, copyright, or other intellectual property right of a third party.

- B. Buyer shall notify Seller as soon as practicable and in writing of the allegation, claim, suit, action or other proceeding alleging such infringement and Buyer shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.
- C. Such indemnity shall not apply to the extent that (1) the infringement results from compliance with specific written instructions of Buyer directing a change in the Products or Services to be delivered or in the materials or equipment to be used, or directing a manner of performance of this Order not normally used by Seller; (2) the infringement results from addition to, or change in, the Products or Services made subsequent to delivery or performance by Seller; or (3) the claimed infringement is settled without the written consent of Seller, unless required by final decree of a court of competent jurisdiction.

26. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless the Indemnitees, as defined in clause 25 above, from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys' fees), arising out of or in connection with the work to be performed hereunder, or the Products to be sold hereunder, or any act or omission of Seller, its agents, employees, or subcontractors, except to any extent otherwise expressly provided for elsewhere within this Order. Seller also agrees to indemnify, defend, and hold harmless the Indemnitees from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys' fees), arising out of or in connection with Seller's violation of any applicable laws, executive order or regulation. Buyer will inform Seller of any claim, demand or suit asserted or instituted against it and, with Buyer's consent, permit Seller to defend the same or make settlement in respect thereof. Buyer shall have the right to participate in the defense of any such claim, demand or suit with counsel of its choosing at Buyer's expense and Seller may not settle, compromise or consent to the entry of any judgment in respect thereof, without Buyer's prior written consent, unless such settlement, compromise or consent: (i) includes an unconditional release of Buyer from all liability arising out of such claim, demand or suit; (ii) is solely monetary in nature and (iii) does not include an admission of fault by Buyer or otherwise adversely affect Buyer. If Seller fails to indemnify, defend and hold harmless Buyer as provided in this clause, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the defense of any action related to this Order and/or in the prosecution of any action to enforce the provisions of this clause.

27. {RESERVED}

28. INSURANCE

- A. Seller and its subcontractors, at their sole cost and expense, will at all times, prior to commencement and throughout the period of performance of this Order, maintain with reputable insurance companies that are authorized to do business under the laws of the jurisdiction in which the work is being performed, insurance coverage in the minimum amounts as indicated below:
 - 1. Worker's Compensation insurance coverage (or DBA, LS&H or local equivalent outside the U.S.) as required by the laws of the jurisdiction in which the work is performed sufficient to cover all of its general and special employees and such insurance shall provide waiver of subrogation against Buyer.

2. Employer Liability insurance in the amount of \$1,000,000.
 3. Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit of \$2,000,000 bodily injury and/or property damage. Coverage shall include but not necessarily be limited to, premises and operations, Products and completed operations and contracts.
 4. Automobile Liability (AL) – Combined Single Limit of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
 5. If work involves Aviation or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000. In addition, for any Seller who will be responsible for aircraft in their care, custody and control, Hangarkeeper's Liability Insurance with adequate limits to cover all such aircraft at any one location
 6. If project involves ownership or lease of an aircraft on Buyer's behalf, Aviation Hull and War Risk for Replacement Cost or Agreed value.
 7. For Foreign Direct Sales, such insurance as mandated by the country involved.
 8. Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. The special or hazardous operations include, but are not limited to: information technology / cyber risk, aviation operations or products, operations involving the nuclear hazard, providing professional engineering advice, large construction projects (above \$5,000,000) hazardous waste, dispensing of medical care, food service (including liquor liability), crane operation, work above ground, work below ground, and demolition or explosives. Following are examples for additional types of insurance:
 - a. Errors and omissions or professional liability
 - b. Commercial Crime, including employee dishonesty coverage, and if relevant, computer crime and wire transfer coverage, with limits of at least \$5 million per occurrence. Coverage must apply to loss or damage to Buyer (or to third parties for whom services are performed), that is caused by Seller's employees.
 - c. Environmental impairment liability or pollution liability insurance with a minimum limit of \$10 million per event, \$10 million aggregate covering the Seller's relevant locations under this Order.
 - d. Warehouse liability insurance with a minimum limit of \$10 million, covering the Seller's relevant locations under this Order. Coverage must not contain exclusions for financial records of any kind.
 9. Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.
 10. Limits required may be met by any combination of primary and umbrella/excess insurance.
 11. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
 12. The insurance required under this Order must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.
 13. The duty to defend, indemnify, and hold harmless Buyer under this Order shall not be limited by the insurance required in this Order.
- B. The insurance required in this Order shall include the following provisions:
1. Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
 2. The insurance required in items 2,3,4 and 5 above shall name Buyer as an additional insured;
 3. Seller's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer and any insurance, self-insurance or self-retention maintained by Buyer shall be excess of Seller's insurance;
 4. Severability of interests wording in all policies and endorsements;
 5. The legal defense provided to Buyer under the policy and any endorsements must be free

- of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary;
6. The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.
- C. If requested, Seller shall provide a Certificate of Insurance to the Buyer's Authorized Representative evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.

29. EXCUSABLE DELAY – FORCE MAJEURE

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy, (2) acts or failure of any government in either its sovereign or contractual capacity, (3) fires, floods, epidemics, acts of war, terrorism, civil unrest, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without fault of either Party or its subcontractors. In the event that performance of this Order is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the Party whose performance is so affected shall so immediately notify the other Party's authorized representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Buyer's sole option, this Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Order may be terminated for convenience.

30. RESERVED

31. COMPLIANCE WITH LAWS

- A. Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances except to the extent that such compliance is inconsistent with the laws of the United States.
- B. Environmental Health and Safety Performance and REACH Compliance. Seller represents, warrants and covenants that:
 1. Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state and local requirements. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirement of this clause to its suppliers.
 2. Seller shall comply with any and all European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation obligations with respect to any of the Products delivered by Seller to Buyer under the terms of this Order.
 3. Seller must provide Buyer with a list of Substances contained in any of the Products that were included on the Candidate List published by ECHA. Thereafter, if a Substance is added to the Candidate List by ECHA, and that Substance is also contained in any Products, Seller must notify Buyer within fifteen (15) days following publication of the list.
 4. By accepting this Order, Seller recognizes and agrees that Buyer will thereafter act in reliance on Seller's acceptance of this Order as a contractual commitment that it is in compliance with EU REACH regulations, subject to the further provisions below.
 5. Should any Products contain Substances listed on the Candidate List that are above 0.1% on a weight by weight basis within that Product, Seller shall provide Buyer with so-called Safe-Use information, pursuant to the provisions of REACH Article 33 and shall maintain the REACH database for the life of this Order.

6. As indicated, Buyer will act in reliance on the statements and commitments Seller makes regarding the Candidate List status of each of the Substances contained in any of the Products. If Seller fails to comply with the provisions of this clause, Buyer may consider whether such failure constitutes a breach of this Order sufficient to warrant Termination for Default in accordance with the terms of this Order. Moreover, in the event failure to timely comply with these provisions results in a business interruption of Buyer's operations, Buyer will seek to recover the damages, including financial losses, it suffers as a consequence of such failure.
7. Seller is responsible for ensuring that the Products conform to and are compliant with the restrictions included in Annex XVII of the REACH Regulation and/or are otherwise authorized for use in accordance with Annex XIV of the REACH Regulation (in each case where relevant).

For purposes of this clause, the terms "Substance" and "Candidate List" shall have the same meaning as are given those terms in REACH and the list of substances currently on the candidate list can be found at <https://echa.europa.eu/web/guest/candidate-list-table>.

C. Anti-Corruption Compliance. Seller represents, warrants and covenants that:

1. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with this Order to:
 - a. an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;
 - b. a candidate for political office, any political party or any official of a political party; or
 - c. any other person or entitywhile knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.
2. No gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:
 - a. be permitted under the U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulations of the country in which this Order will be performed;
 - b. be consistent with applicable social and ethical standards and accepted business practices;
 - c. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
 - d. be of such nature that its disclosure will not cause embarrassment for Buyer.
3. Buyer or its authorized representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause.
4. Breach of any of the foregoing provisions of subparagraphs C.1. or C.2. of this clause by Seller shall be considered an irreparable material breach of this Order and shall entitle Buyer to terminate this Order immediately without compensation to Seller.

32. EXPORT / IMPORT AND SANCTIONS COMPLIANCE

A. Export and Sanctions Compliance

General. Performance of this Order may involve the use of or access to articles, Technical Data or software that is subject to export controls under 22 United States Code 2751 – 2799aa-2 (Arms Export Control Act) and 22 C.F.R. 120-130 (International Traffic in Arms Regulations or “ITAR”) or 50 United States Code 4801 – 4826 (Export Control Reform Act of 2018), 15 C.F.R. 730-774 (Export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended), and their successor and supplemental laws and regulations, or may implicate U.S. sanctions laws and regulations, including those administered by the U.S. Department of Treasury Office of Foreign Assets Control in 31 C.F.R. 500-599, their successor and supplemental laws and regulations, or the export control and economic sanctions laws and regulations of the jurisdiction in which Seller conducts any performance of this Order (collectively hereinafter referred to as the “Export and Sanctions Laws and Regulations”). Seller shall comply with any and all applicable Export and Sanctions Laws and Regulations, and any authorization(s) issued thereunder.

1. Seller represents that it maintains an effective export compliance program in accordance with the applicable Export and Sanctions Laws and Regulations.
2. Seller represents that it has disclosed to Buyer in writing the country in which it is incorporated/authorized/organized to do business, and all nationalities of any dual or third-country national employees who will require access to any export-controlled data, articles, or services provided hereunder. Seller agrees to immediately notify Buyer of any change in the information provided under this paragraph A.2.
3. Seller shall not re-transfer any export-controlled articles or information (e.g. Technical Data or software) to any other non-U.S. person or entity (including Seller’s dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller’s request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this clause or the Export and Sanctions Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export and Sanctions Laws and Regulations.
4. Seller agrees to cooperate with any reasonable request by Buyer for information or documentation required for Seller to obtain export authorizations or otherwise comply with applicable Export and Sanctions Laws and Regulations.

B. Political Contributions, Fees and Commissions.

If this Order is valued in an amount of \$500,000 or more, then in performance of this Order, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions, in each case as defined below.

1. For purposes of this clause and pursuant to 22 C.F.R. 130.6, “political contribution” means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:
 - a. To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and
 - b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded

as political contributions.

2. For purposes of this clause and pursuant to 22 C.F.R. 130.5, "fee or commission" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:
 - a. To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with Seller; and
 - b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization.

Seller agrees to provide prompt notification to Buyer should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Order) be made in contravention of the prohibition in this Section B.

C. Export Jurisdiction / Classification

1. For all Products furnished by Seller to Buyer, Seller shall provide to Buyer the export classification under the export control laws and regulations of the applicable country of origin for such Products ("Local Export Classification"). If Seller is not the original equipment manufacturer for a Product Seller furnishes to Buyer, Seller shall obtain the Local Export Classification for such Product from its source of supply.
2. If any Product furnished by Seller to Buyer is subject to the ITAR (i.e., contains any ITAR-controlled content, or was produced using ITAR-controlled technical data or ITAR-controlled defense services), or "Subject to the EAR") as defined in Part 734 of the Export Administration Regulations (i.e., is U.S.-origin, or contains more than applicable de minimis levels of controlled U.S. content as defined in 15 C.F.R. 734.4 and Supplement 2 to Part 734 of the EAR, or is the "foreign-produced direct product of U.S.-origin software or technology" as described in 15 C.F.R. 736.2(b)(3)), Seller shall provide the applicable Export Control Classification Number ("ECCN") or ITAR categorization for such Products, except when Seller is manufacturing to Buyer's design. If Seller is not the original equipment manufacturer, Seller shall obtain the ECCN or ITAR classification information from its source of supply. As applicable, Seller will include the ECCN or ITAR designation on its packing slips and shipping documentation and also provide the ECCN or ITAR designation to Buyer on Buyer's request. If Seller's Product is not subject to the ITAR or "Subject to the EAR," Seller shall certify to Buyer that the Product is not subject to the ITAR or Subject to the EAR. Following the provision to Buyer of such certification, Seller need not include the ECCN or ITAR designation on its packing slips and shipping documentation.

D. Import Compliance.

Seller shall comply with all applicable customs laws and regulations pertaining to importations of goods and materials. For purchase orders placed with a Seller that is not organized under the laws of the Kingdom of Saudi Arabia, Seller shall provide Buyer with any documentation that is reasonably necessary for Buyer to comply with any applicable import regulations. Unless otherwise agreed in writing, Buyer will not assume any import responsibility or liabilities for customs duties and other taxes for Products and/or Services procured through a purchase order placed with a Seller that is organized under the laws of the Kingdom of Saudi Arabia.

33. NOTIFICATION OF STATUS CHANGES

- A. By accepting this Order, Seller certifies that all Seller qualification and business information, representations and certifications applicable to this Order remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer's Authorized Representative revised representations and certifications prior to taking any action indicating Acceptance as stated on the face of the Order.

- B. Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with the government of the Kingdom of Saudi Arabia or the United States, debarment, assignment of consent agreement, designation under the sanctions laws and regulations of the Kingdom of Saudi Arabia, the United States, or any jurisdiction where Seller conducts activities under this Order, acquisition of a majority interest in Seller by a party designated under the sanctions laws of the Kingdom of Saudi Arabia, the United States, or any jurisdiction where Seller conducts activities under this Order, acquisition of a majority interest in Seller by a party in a country subject to Saudi or U.S. economic sanctions or arms embargo, potential violation of Export and Sanctions Laws and Regulations (or authorizations issued thereunder), initiation or existence of a governmental investigation, change in Seller's name or legal form, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
- C. Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's Subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, Acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to Subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.
- D. Sellers that have provided anti-corruption compliance due diligence information (e.g., related to Seller's ownership and personnel, subsidiaries and third parties, including but not limited to Buyer's due diligence questionnaire, and related certifications) to a Buyer representative or through Buyer's Global Trust website shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under this Order by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.

34. PROHIBITED ACTIVITIES AND CONTACTS

- A. Activity Prohibitions. For Sellers delivering goods or performing Services outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not engage in any of the following activities on behalf of the Buyer under this Order : acting as an agent of the Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.
- B. Contact Prohibitions. For Sellers delivering goods or performing outside of the United States, unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, any public officials in performing the services under this Order on behalf of Buyer.

35. RELEASE OF INFORMATION OR ADVERTISING

- A. Except as required by law, Seller shall not release to anyone outside Seller's organization any information or confirmation or denial of same, with respect to this Order or the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least fifteen (15) days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the name "Northrop Grumman" or any other Buyer trade name, any Products, parts thereof or replicas of Products, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent. The Parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.
- B. The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract. Seller shall submit requests for authorization to the Buyer.

36. PARTIAL INVALIDITY, NONWAIVER, REMEDIES

If any provision in this Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable. A Party's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.

37. RELATIONSHIP OF THE PARTIES

The relationship of Seller to Buyer shall be that of an independent contractor and nothing contained herein shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents or representatives (hereinafter "Employees") performing under this Order shall at all times be under Seller's direction and control. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Order and shall be responsible for all reports and obligations for its Employees. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.

38. ANTI-TRAFFICKING IN PERSONS

- A. Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:
 - 1. Trafficking in persons, including, but not limited to the following:
 - a. sex trafficking; or
 - b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
 - 2. The procurement of a commercial sex act;
 - 3. The use of forced labor in the performance of company business;
 - 4. The use of misleading or fraudulent recruitment activities;
 - 5. Charging employees recruitment fees;
 - 6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
 - 7. Providing or arranging housing that fails to meet the host country housing and safety standards; or
 - 8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.
- B. Seller represents and warrants that it shall abide by and comply with the requirements of this

- clause. Further, Seller shall require its employees, agents, contract laborers and subcontractors to abide by and comply with the requirements of this clause.
- C. Buyer or its authorized representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller agrees to cooperate with and provide Buyer with any information reasonably requested in support of Buyer's due diligence or other efforts and in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to this or any Buyer Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this clause.
 - D. Seller acknowledges that if Seller or any of its employees, agents, or contract laborers or subcontractors engages in any of the prohibited activities in this clause, this Order is subject to termination.
 - E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.
 - F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.
 - G. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

39. FACILITY SECURITY AND SAFETY

- A. If this Order requires Seller's personnel, including its employees and subcontractors ("Seller Engaged Personnel"), to enter premises which are owned, operated or managed by Buyer or its customer, Seller shall (1) comply with all safety rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State where such premises are located; and (2) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, US Government, and Buyer personnel performing or in any way coming in contact with Seller's performance of this Order. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer, shall be grounds for termination of this Order in accordance with the Termination for Default clause herein. Seller Engaged Personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer premises, nor bring matches or lighters into Buyer secured areas. Seller Engaged Personnel may not enter areas or perform any work where explosives or other serious hazards are present without Buyer's advanced written approval.
- B. Seller is responsible for ensuring that Seller Engaged Personnel entering premises which are owned, operated or managed by Buyer or its customer (1) are properly badged and made aware of applicable security requirements, and (2) at all times display identification badges approved by Buyer. Seller is required to notify Buyer whenever it terminates any Seller Engaged Personnel issued a badge by Buyer, a Buyer badge is lost, or if a problem arises involving Buyer's security requirements. Seller Engaged Personnel obtaining a badge must be capable of reading and understanding Buyer's processes and procedures relevant to duties that Seller Engaged Personnel is to perform on Buyer's premises.

40. STOP WORK ORDER

- A. Buyer may, at any time, by written order to Seller, require Seller to stop all, or any part, of the

work called for by this Order for a period of up to one hundred and twenty (120) calendar days after the written notification is delivered to Seller, and for any further period to which the Parties may agree. The notification shall be specifically identified as a Stop Work Order (SWO) issued under this clause. Upon receipt of a SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within the period of ninety (90) days after a SWO is delivered to the Seller, or within any extension of that period to which the Parties shall have agreed, Buyer shall either (1) cancel the SWO; or (2) terminate the work covered by the SWO as provided for in the "Termination for Convenience" clause of this Order.

- B. If a SWO issued under this clause is canceled or the period of the SWO or any extension thereof expires, Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and this Order shall be modified in writing accordingly, if (1) the SWO results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Order; and (2) Seller asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.
- C. If a SWO is not canceled and the work covered by the SWO is terminated for the convenience of Buyer, Buyer shall allow reasonable costs resulting from the SWO in arriving at the termination settlement. If a SWO is not canceled and the work covered by the order is terminated for default, Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the SWO.

41.SUSPECT/COUNTERFEIT PARTS

- A. Seller shall establish and maintain a material authenticity process that ensures compliance with the requirements of these clauses or and other authenticity requirements in this Order. Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.
- B. Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
- C. If Seller becomes aware at any point that parts delivered to Buyer are suspect counterfeit or counterfeit, Seller shall immediately notify Buyer. If suspect counterfeit or counterfeit parts are furnished under this Order or are found in any of the Products delivered hereunder, such items will be impounded by the Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. The Seller shall be liable for all costs relating to the removal and replacement of said parts, including, without limitation, the Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts, and of any testing or validation necessitated by the reinstallation of the Seller's Products after suspect/counterfeit parts have been exchanged. The Buyer's remedies described herein shall not be limited by any other Clause agreed upon between the Buyer and the Seller in this Order and are in addition to any remedies the Buyer may have at law, equity or otherwise under this Order. At the Buyer's request, the Seller shall return any removed suspect counterfeit or counterfeit parts to the Buyer in order that the Buyer may maintain control of such parts and/or turn such parts over to the appropriate authorities for further investigation.
- D. Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

42. DIVESTITURES, MERGERS AND ACQUISITIONS

- A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the Products and/or Services that are the subject of this order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned services (with the exception of any unpaid service fees which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for those assigned Products/Services.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Buyer may purchase such Products and/or Services under this Order on behalf of the divested entities.
- C. Buyer may access and use the Products and/or Services under this Order to provide transitional services to the divested entity, including transitional access and use of the Products and/or Services by the divested entity, during the transition period at no additional charge (i.e., no charge other than fees otherwise due to supplier under the Order as if the divested entity were a part of Buyer) provided that Buyer is and remains current on the payment of all fees due to supplier under this Order. If applicable, Buyer shall assign software licenses to the divested entity once the transition period ceases.
- D. Buyer shall have the unrestricted right to transfer the software license(s) to its parent and/or any subsidiary or affiliate of Buyer upon written notification to Seller/licensor of such transfer without payment of additional costs or fees.
- E. If Buyer merges with or acquires any affiliate, division, entity, business unit, line of business or sector ("merged entity") that has a pre-existing agreement with Seller at lower pricing than incorporated in this Order, the Parties shall amend this Order to incorporate such lower pricing.
- F. If Buyer merges with or acquires a merged entity that has a need for Seller's Products and/or Services, both Buyer and merged entity will be permitted to make purchases using this Order, including its pricing, in support of the merged entity.

43. COMPLETE AGREEMENT

This Order together with all attachments, exhibits, and other items specifically referenced in or attached to this Order is the Parties' final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. This Order supersedes and cancels all prior understandings, proposals, communications, whether oral or written, and agreements between the Parties, whether such understandings, proposals, communications, and agreements were written or oral, concerning the matters addressed in this Order. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Order. The descriptive headings contained in this Order are for convenience of reference only and in no way define, limit or describe the scope or intent of this Order.

44. STANDARDS OF BUSINESS CONDUCT FOR SUPPLIERS AND OTHER TRADING PARTNERS

Seller shall comply with the Northrop Grumman Standards of Business Conduct For Suppliers and Other Trading Partners (available at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/northrop-grumman-standards-of-business-conduct-for-suppliers-and-other-trading-partners/>) (the "Northrop Grumman Supplier Code"). Seller shall ensure that its employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the Northrop Grumman Supplier Code. Seller shall notify Buyer if at any time Seller becomes aware of any actual or suspected violation of the Northrop Grumman Supplier Code. If Buyer determines that Seller is in violation of the Northrop Grumman Supplier Code, Buyer may cancel this Order upon written notice

to Seller and Buyer shall have no further obligation to Seller.

45. RESPONSE TO AUDIT

Buyer shall not be prohibited from providing copies of this Order, including any other document incorporated into this Order, to U.S. federal, state or other regulatory agencies, including, but not limited to the regulatory agencies in the Seller's country, or the regulatory agencies of the countries through which the commodities or Products procured by this Order transit, as requested by either Buyer's or government auditors to comply with auditing procedures.

46. DELIVERY, TITLE, SOURCING

- A. The Parties expressly agree that time is and shall remain a material element of this Order and no acts of Buyer, including without limitation, modifications to this Order or Acceptance of late deliveries, shall constitute a waiver of this provision.
- B. Title free of liens or encumbrances shall pass to Buyer upon Acceptance (except as otherwise specified within this Order); however, passing of title shall not relieve Seller of any other obligations under this Order.
- C. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Buyer reserves the right to (i) return over shipments and early shipments at Seller's expense, (ii) have payment therefore withheld by Buyer until the date that Products or Services are actually scheduled for delivery, or (iii) be placed in storage, for which Seller shall be liable for cost, until the delivery data specified herein. Unless otherwise provided in this Order, delivery in whole or part shall not be made more than ten (10) days prior to required delivery dates.
- D. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the reason and estimated length of the delay. If Seller's delivery shall fail to meet the delivery schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Seller's account.
- E. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to (1) terminate this Order, or (2) fill such Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer, or (3) accept late delivery and recover from Seller any costs Buyer incurs caused by the late delivery including without limitation an amount equal to any penalties imposed upon the Buyer by third parties as a result of the late delivery. This condition shall not limit Buyer's other rights and remedies Buyer may otherwise have under this Order or applicable law.
- F. If Seller is permitted to use terms other than FCA Seller's Premises, Seller shall provide the name and contact information for all freight forwarders, carriers or cartage agents expected to handle Buyer's cargo. Seller shall provide this information to the Buyer not later than ten (10) days after Order acceptance. Seller proposed freight forwarders, carriers or cartage agents must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed freight forwarders, carriers or cartage agents within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the proscribed countries listed in the U.S. ITAR, 22 CFR § 126.1.

47. PACKAGING, PACKING, MARKING

- A. Unless otherwise specified in this Order, all shipments are to be made in accordance with Incoterms 2020, Free Carrier (FCA) Seller's Premises.
- B. Prior to exportation, one copy of the required commercial invoice and packing list shall be enclosed in a waterproof envelope or wrapper, clearly marked "Customs Invoice," and securely attached to the outside of the No. 1 shipping container in each shipment. For shipment to the

U.S., Seller's invoice will be used as the customs invoice if it meets U.S. Customs Service requirements, but it must be marked "Invoice for Customs Purposes Only". At the time of shipment of the Products ordered herein, Seller shall forward via FAX, or other electronic means, copies of commercial invoices and bills of lading covering each shipment marked to the attention of the Buyer's applicable traffic office.

- C. All goods shall be prepared (cleaned, preserved, etc.) and packed per best commercial practice for export shipment in a manner to comply with carrier regulations and prevent damage or deterioration during handling, shipment and indoor storage for up to ninety (90) days at destination. If requested, Seller shall submit two (2) copies of its proposed packaging procedure and packing design to Buyer for review not less than sixty (60) days prior to first shipment, and shall prepare and package in accordance with said procedure and design.
- D. Each unit container (individual part box or other innermost package), each intermediate container, and each shipping container (shipping box, crate or other outermost package) in each shipment shall be marked with its country of origin clearly in English.
- E. Number and mark each container with a consecutively assigned number and applicable Order number. The No. 1 shipping container in each shipment shall contain one copy in English of the packing list.
- F. The packing list shall include the following information: container number, Order number, item, serial number (as applicable), part number and any applicable test reports.
- G. Unless otherwise specified on the face of this Order, the price stated includes the cost of preparing and packing for shipment, boxing, crating, container marking, furnishing packing lists and test reports.
- H. Shipping documents shall include bar coding or other specialized marking as required by Buyer.
- I. All goods shall be prepared (cleaned, preserved, etc.) and packed per Military Standard Packaging, when required, or best commercial practice for export shipment in a manner to comply with carrier regulations and to prevent damage or deterioration during handling, shipment and indoor storage for up to ninety (90) days at destination. Wood Packaging Materials must meet International Standards for Phytosanitary Measures (ISPM) No. 15. If requested, Seller shall submit two (2) copies of its proposed packaging procedure and packing design to Buyer for review not less than sixty (60) days prior to the fabrication of the container required for first shipment, and shall prepare and package in accordance with said procedure and design.

48. {RESERVED}

49. INSPECTION

- A. Buyer and its customer may inspect and test material, work in progress, Products and/or Services at all times and places during manufacture and otherwise. No inspection (including source inspection), test, approval (including design approval), or Acceptance of Products or Services, or failure to inspect and Accept or reject Products or Services, shall relieve Seller from responsibility for any defects or other failure to meet the requirements of this Order, or for latent defects, fraud, such gross mistakes that amount to fraud, or Seller's warranty obligations, nor impose liability on Buyer.
- B. Seller shall not substitute materials or accessories, even if Seller believes they are of superior quality, without written consent of Buyer.
- C. Unless otherwise stated in Buyer's specifications, the latest revision of applicable standards, specifications, or similar documents shall apply. If the Products are specifically manufactured for Buyer in accordance with drawings, designs, or specifications furnished by Buyer:
 - 1. Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller's facilities and applicable documented information including all lower-tier subcontractors' facilities used in performance of this Order at all

reasonable times, and without additional charge, for inspection by Buyer's agents, employees, Buyer's Customer and any applicable regulatory authority, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order; and

2. Seller shall maintain adequate and authenticated inspection and test documents which relate to work performed under this Order for a period of three (3) years after completion of this Order or as otherwise specified in this Order, and shall make such records available to Buyer upon request;
 3. Seller shall supply Buyer with inspection and test reports, affidavits, certifications, technical documents generated or related to this Order, or any other documents as may reasonably be requested by Buyer; (4) Seller shall notify Buyer's Authorized Representative in writing of any changes in Product and/or process definition and obtain Buyer's written approval prior to proceeding; and (5) Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.
- D. Final inspection and Acceptance by Buyer shall be at point of delivery, unless otherwise specified in this Order.

50. OFFSET COMMITMENT (This clause shall only apply to Orders in excess of fifty thousand U.S. dollars (\$50,000.00)).

- A. Definition: "Offset" means the obligations that Buyer undertakes, in order to market or sell its Products, to assist a customer country in reducing any trade imbalance caused by its purchase of Buyer's Products or to meet other customer country national objectives.
- B. Regardless of whether this Order is or is not made in direct support of a foreign sale, Seller agrees that it is obligated to support Buyer's offset commitments as a condition of this Order.
- C. The offset credits arising out of or resulting from, directly or indirectly, this Order are for the exclusive use of Buyer and may be used by Buyer and any of its affiliates and subsidiaries to fulfill all past, present and future offset obligations. In addition, Seller agrees to identify and retain for Buyer's use any rights to offset credits generated by its suppliers and subcontractors arising out of or resulting from this Order.
- D. Promptly after selection of non-U.S. subcontractor for work under this Order, Seller shall notify Buyer of the name, address, point of contact (including telephone number) and dollar value of the subcontract.
- E. Seller shall execute all necessary documents to evidence Buyer's right to use or assign any offset credits.
- F. Buyer reserves the right to assign offset credits generated through Seller's efforts under this Order to third parties.
- G. Seller shall include the substance of this clause, in favor of Buyer, in its subcontracts issued at all tiers pursuant to this Order.

51. SECURE TRADE

- A. Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments.
- B. Ocean/Land Container Shipments. Seller agrees to ensure the physical integrity and security of

all ocean/land containers under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including Weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas. Staged ocean and land containers must be secured from unauthorized access, and the immediate surrounding areas must be inspected on a regular basis to ensure these areas remain free of visible pest contamination. Seller acknowledges that, if applicable, ocean and land border container shipments made under this Order must be with certified and validated transportation providers participating in their country's respective trade security program (Authorized Economic Operator, Partnership in Protection, Trusted Trader, CTPAT, or equivalent). Seller shall use International Standard Organization (ISO) 17712 high security seals and have written procedures that document and control access, distribution, controls in transit, and destruction of ISO 17712 seals. Transportation providers must notify the Buyer of the date, time, location, and reason any seal in transit is broken/replaced. Upon notification, Buyer, or its designee, may audit all pertinent records relating to the above and identify procedures in order to verify compliance with the requirements of this provision. Seller acknowledges that it has reviewed its supply chain security procedures and contractual terms with its transportation providers and by acceptance of this Order, Seller certifies that its security procedures and transportation provider's contractual terms adhere to this clause and are in accordance with trade security requirements of its respective country.

52. CONFLICT MINERALS

- A. If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:
1. identify whether such Products contain tin, tantalum, gold or tungsten;
 2. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
 3. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.
- B. In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <https://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/>. If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

53. DISPOSAL OF PRODUCTS

Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use. Upon completion or termination of this Order, Seller shall, at Seller's expense, dispose of all Products, including partially completed Products, as required or directed by Buyer.

54. {RESERVED}

55. {RESERVED}

56. PRIVACY - PROCESSING OF PERSONAL INFORMATION (Applicable Only to the Processing of Personal Information)

- A. Definitions
1. "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Buyer.

2. "Controller" means any Person or organization that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
 3. "Personal Information" means any information relating to an identified or identifiable Person, including, but not limited to name, postal address, email address or other online contact information (such as an online user ID), telephone number, date of birth, social security number (or its equivalent), driver's license number (or other government-issued identification number), account information (including financial account information), payment card data (primary account number, expiration date, service code, full magnetic stripe data or equivalent on a chip), personal identification number, access code, password, security questions and answers, security tokens used for authentication, birth or marriage certificate, health insurance or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity, whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Buyer or its Personnel in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Buyer; (ii) Processed at any time by Seller or its Personnel in connection with or incidental to the performance of Services for or on behalf of Buyer; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
 4. "Personnel" means employees, agents, consultants or contractors of Seller or Buyer, as applicable.
 5. "Privacy Shield" means the European Union (EU) -U.S. and Switzerland – U.S. Privacy Shield frameworks.
 6. "Processor" means any Person or Entity that Processes Personal Data on behalf of a Controller.
 7. "Process" or "Processing" means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.
- B. Seller shall hold in strict confidence any and all Personal Information.
- C. Unless Buyer elsewhere in this Order recognizes Seller to be a Controller, Buyer shall have the exclusive authority to determine the purposes for and means of Processing Personal Information.
- D. In Processing Personal Information, Seller shall comply with all applicable laws in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information.
- E. Seller shall Process Personal Information only on behalf and for the benefit of Buyer and only for the purposes of Processing Personal Information in connection with this Order, and will carry out its obligations pursuant to this Order and in accordance with Buyer's written instructions.
- F. Seller shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to Seller's performance of Services for or on behalf of Buyer, and who have explicitly agreed in writing to comply with legally enforceable privacy, confidentiality and security obligations that are substantially similar to those required by this clause. Seller will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this Order.
- G. To the extent Seller Processes Personal Information received by Buyer from a Person or Entity in the EU or Switzerland, Seller shall (i) provide at least the same level of privacy protection for

Personal Information by Buyer from the EU or Switzerland as is required by the Privacy Shield principles, (ii) promptly notify Buyer if at any time it determines that it can no longer meet its obligations to provide the same level of protection as is required by the Privacy Shield principles, and (iii) take reasonable and appropriate steps to stop and remediate, as directed by Buyer, the Processing of such Personal Information if at any time Buyer notifies Seller that Buyer has determined that Seller is not Processing the Personal Information in compliance with the Privacy Shield principles.

- H. Seller will not transfer Personal Information outside the U.S. to which it originally was delivered to Seller for Processing (or, if it was originally delivered to a location inside the EU, outside the EU) without the explicit written consent of Buyer. Seller will enter into any further written agreements as are necessary (in Buyer's reasonable determination) to comply with privacy laws, including with respect to any cross-border Data transfer of Personal Information, whether to or from the Seller.
- I. Seller shall not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party, unless Buyer has authorized Seller to do so in writing, except as required by law. Where Seller, with the consent of Buyer, provides a third party access to Personal Information, or contracts such rights or obligations to a third party, Seller shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on Seller under this clause. Seller shall retain only third parties that Seller reasonably can expect to be suitable and capable of performing their delegated obligations in accordance with this Order and Buyer's written instructions.
- J. To the extent Seller provides a third-party Processor access to Personal Information received by Buyer from a Person or Entity in the EU or Switzerland, Seller shall (i) transfer the Personal Information to the third-party Processor only for the limited and specified purposes instructed by Buyer, (ii) ascertain that the third-party Processor is obligated to provide at least the same level of privacy protection as is required by the Privacy Shield principles, (iii) take reasonable and appropriate steps to ensure that the third-party Processor effectively Processes the Personal Information transferred in a manner consistent with the Privacy Shield principles, (iv) require the third-party Processor to notify Seller if the third-party Processor determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles, and (v) upon notice, including under (iv), take reasonable and appropriate steps to stop and remediate unauthorized Processing.
- K. No applicable law, or legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, prohibits Seller from (i) fulfilling its obligations under this Order or (ii), complying with instructions it receives from Buyer concerning Personal Information. In the event a privacy requirement, enforcement action, investigation, litigation, or claim, or any other circumstance, is reasonably likely to adversely affect Seller's ability to fulfill its obligations under this Order, Seller shall promptly notify Buyer in writing and Buyer may, in its sole discretion and without penalty of any kind to Buyer, suspend the transfer or disclosure of Personal Information to Seller or access to Personal Information by Seller, terminate any further Processing of Personal Information by Seller, and terminate this Order and any related order(s).
- L. Seller will immediately inform Buyer in writing of any requests with respect to Personal Information received from Buyer's customers, consumers, employees, or others. Seller will respond to such requests in accordance with Buyer's instructions. Seller will fully cooperate with Buyer if an individual requests access to his or her Personal Information for any reason.
- M. Subject to applicable law, in the event Seller is required by law or legal process to disclose Personal Information, Seller will give immediate written notice of the disclosure to Buyer, so

that Buyer may, in its discretion, seek a protective order or otherwise block the disclosure. Buyer will have the right to defend such action in lieu of and on behalf of Seller. Seller will reasonably cooperate with Buyer in such defense at Buyer's reasonable cost.

- N. Seller shall develop, implement and maintain a comprehensive, written information security program that complies with all applicable laws. Seller's information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of Processing (hereinafter a "Privacy Incident").
- O. If the Processing involves the transmission of Personal Information over a network, Seller will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing. Seller shall ensure a level of security appropriate to the risks associated with such transmission and the nature of the Personal Data Processed.
- P. Seller shall immediately, but in no event later than twenty-four hours after Seller's discovery of a Privacy Incident, notify Buyer in writing of any such Privacy Incident. Such notice will summarize in reasonable detail the effect on Buyer, if known, of the Privacy Incident and the corrective action taken or to be taken by Seller. Seller will promptly take all necessary and advisable corrective actions, and will cooperate fully with Buyer in all reasonable and lawful efforts to prevent, mitigate or rectify such Privacy Incident. The content of any filings, communications, notices, press releases or reports related to any Privacy Incident must be approved by Buyer prior to any publication or communication thereof.
- Q. Upon the occurrence of a Privacy Incident involving Personal Information in the possession, custody or control of Seller or for which Seller is otherwise responsible, Seller shall reimburse Buyer on demand for all Notification Related Costs (defined below) incurred by Buyer arising out of or in connection with any such Privacy Incident. "Notification Related Costs" shall include Buyer's internal and external costs associated with investigating, addressing and responding to the Privacy Incident, including but not limited to: (i) preparation and mailing or other transmission of notifications or other communications to consumers, employees or others as Buyer deems reasonably appropriate; (ii) establishment of a call center or other communications procedures in response to such Privacy Incident (e.g., customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) legal, consulting and accounting fees and expenses associated with Buyer's investigation of and response to such event; and (v) costs for commercially reasonable credit reporting and monitoring services that are associated with legally required notifications or are advisable under the circumstances.
- R. Buyer reserves the right to, annually or upon a Privacy incident, review and inspect Seller's system and information security policies, practices, and procedures. With reasonable prior notice, Buyer or its authorized representatives reserve the right to inspect the system and any Buyer information or materials in Seller's possession, custody or control, relating in any way to Seller's obligations. An inspection shall not unreasonably interfere with the normal conduct of Seller's business and Seller shall cooperate fully with any such inspection initiated by Buyer. If Seller engages an independent third-party to conduct a security evaluation/certification of Seller's systems that host Personal Information during the term of this contract, it shall provide summary copies of any resulting reporting to Buyer.
- S. Seller shall deal promptly and appropriately with any inquiries from Buyer relating to the processing of Personal Information subject to this Order.
- T. Seller agrees to indemnify and hold harmless the Indemnitees, as defined in clause 25 above,

from, and at Buyer's option defend against, any and all Losses (as defined below), that the Indemnitees may incur, to the extent that such Losses arise from, or may be in any way attributable to (i) any violation of this Order; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Seller or its Personnel in connection with the obligations set forth in this Order; (iii) Seller's use of any third party providing Services in connection with or relating to Seller's performance under this Order; or (iv) any Privacy Incident involving Personal Information in Seller's possession, custody or control, or for which Seller is otherwise responsible. For purposes of this Order, "Losses" means all judgments, settlements, awards, damages, losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties).

- U. Seller's obligations under this clause will survive the termination of this Order and the completion of all Services subject thereto.

57. INFORMATION SECURITY

A. Definitions

1. "Countermeasures" means actions, devices, procedures, techniques, or other measures that reduce the vulnerability of an Information System.
2. "Information Security Incident" means (i) any actual or suspected incident involving Seller Information System that may involve Buyer's Sensitive Information, or (ii) any actual or suspected unauthorized access to, use, or disclosure of Buyer's Sensitive Information.
3. "Information" means any communication or representation of knowledge such as facts, Data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
4. "Information System" means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
5. "Seller Information System" is defined as any Information System owned and/or operated by Seller or owned/operated by a third party on behalf of Seller that collects, processes, maintains, uses, shares, disseminates, or disposes Information.
6. "Sensitive Information" means any Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that warrants protection to ensure its confidentiality, integrity and availability including, but not limited to, any Northrop Grumman Proprietary Information and third party proprietary Information, Personal Information, Federal Contract Information as defined in FAR 52.204-21, Covered Defense Information as defined in DFARS 252.204-7012, and Controlled Unclassified Information (CUI) defined in the National Archives and Records Administration (NARA) Registry.

B. Reasonable and Appropriate Security Controls

1. Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations, including Countermeasures, to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller's internal systems or a cloud environment.
2. If Seller's performance of the Order involves the transmission, storage, or processing of Sensitive Information on an Information System, the Seller shall, at a minimum, apply the following security controls:
 - a. Basic Safeguarding Controls from FAR 52.204-21, regardless of whether FAR 52.204-21 applies to the Order:
 - i. Limit Information System access to authorized users, processes acting on behalf of

- authorized users, or devices (including other Information Systems).
- ii. Limit Information System access to the types of transactions and functions that authorized users are permitted to execute.
- iii. Verify and control/limit connections to and use of external Information Systems.
- iv. Control Information posted or processed on publicly accessible Information Systems.
- v. Identify users, processes acting on behalf of users, or devices.
- vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- vii. Sanitize or destroy Information System media containing Sensitive Information before disposal or release for reuse.
- viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- x. Monitor, control, and protect organizational communications (i.e., Information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the Information Systems.
- xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- xii. Identify, report, and correct Information and Information System flaws in a timely manner.
- xiii. Provide protection from malicious code at appropriate locations within information systems.
- xiv. Update malicious code protection mechanisms when new releases are available.
- xv. Perform periodic scans of the Information System and real-time scans of files from external sources as files are downloaded, opened, or executed.
- b. Additional Basic Security Controls
 - i. Establish and enforce security configuration settings for information technology products employed in Seller's Information Systems.
 - ii. Establish and maintain data protection processes and systems to adequately protect Sensitive Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Sensitive Information during transmission.
 - iii. Ensure that risks identified in scans performed under paragraph B.2.a.xv of this clause are promptly addressed.
- C. Information Security Incident Response and Notification
 - 1. Seller must have documented processes that address Information Security Incidents. These processes should be a set of written instructions and Countermeasures that include, but are not limited to: detecting, responding to, and limiting the effects of an Information Security Incident.
 - 2. Within 72 hours of discovery, Seller will notify Buyer's Authorized Representative and Buyer's Cyber Security Operations Center (CSOC) at +11 (877) 615-3535 of any Information Security Incident. At Seller's expense, Seller will (i) immediately investigate any Information Security Incident, (ii) make all reasonable efforts to secure Sensitive Information and mitigate the impact of the Information Security Incident, (iii) provide timely and relevant information to Buyer about the Information Security Incident on an ongoing basis, and (iv) cooperate as applicable with Buyer to provide notice to affected third parties.
 - 3. This clause does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this

Order or local, federal, state or other governmental agencies or departments, including but not limited to FAR 52.204-21 or DFARS 252.204-7012.

- D. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this clause to include documentation and/or independent evidence of the effectiveness of implemented controls, processes and Countermeasures discussed above.
- E. Seller shall provide prior written notification of any material changes to Seller Information System that store, process or transmit Buyer's Sensitive Information to include any new third party agreements they have entered that will store, process or transmit Buyer's Sensitive Information on behalf of Seller.

58. {RESERVED}

GENERAL PROVISIONS – INTERNATIONAL

100. BUYER AUTHORIZATION

- A. Buyer's Authorized Representative has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements as defined in the Order.
- B. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller's personnel concerning the Products or Services hereunder. Such communications shall not be contractually binding on Buyer and no such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for an equitable adjustment.

101. {RESERVED}

102. FREIGHT CHARGES

Freight charges, unless otherwise specified on this Order shall be reimbursed at actual cost and shall be accompanied by legible copies of prepaid freight bills, express receipts, or bills of lading supporting the invoice amounts. Such invoices shall include: (1) carrier's name, (2) date of shipment, (3) number of pieces, (4) weight, and (5) freight classification.

103. INVOICE AND PAYMENT

- A. Unless otherwise specified in the Order, Seller will refer to Buyer's invoice instructions document on the Online Automated Supplier Information System (OASIS) website located at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/payment-and-invoicing/> for invoicing and submission information.
- B. Payment terms will be stated in the Order. Payment due dates, including discount periods, will be calculated from the date of Buyer's Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. Any applicable discount will be taken on the full amount invoiced. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute Acceptance or approval of Products or Services rendered. At any time prior to final payment under this Order, Buyer may have invoices validated. Payment of Seller's invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Buyer shall be entitled at all times to set off (a) any amount owing at any time from Seller to Buyer or any of its affiliated companies; (b) any damages resulting from Seller's default under or breach of any contract (including any purchase order and these terms); (c) any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.
- C. Release of Financial Liability and Claims. All amounts accrued and made payable by the Buyer to the Seller under this Purchase Order shall be invoiced in full no later than 180 days from the contractual end date of performance (The Limitation Period). Unless otherwise mutually agreed to by the parties, Seller hereby agrees to release and discharge the Buyer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Purchase Order, where such are submitted after the stated 180 day "Limitation Period".
- D. Payments to Seller must be made to an office or branch of a regulated bank located in the jurisdiction where the Seller maintains its principal place of business or is providing the Products or Services under this Order, unless prior written consent is received from Buyer. To prevent and detect fraudulent and unauthorized payment instructions, Seller shall implement and maintain multifactor authentication and other reasonable security measures on Seller's network systems accounts, including any Seller Ariba Network account, and any Seller email accounts, including cloud based email accounts such as Microsoft 365, through which payment instructions could be transmitted to Buyer. Buyer shall not be responsible to pay Seller for any misdirected payments or other damages or losses attributable to Seller's failure to use multifactor authentication and other reasonable security measures.

104. HEADINGS

The descriptive headings contained in this Order are for convenience of reference only and in no way define, limit or describe the scope or intent of this Order.

105. EUROPEAN UNION REGISTRATION, EVALUATION, AUTHORIZATION AND RESTRICTION OF CHEMICALS (REACH)

- A. Seller shall comply with any and all European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation obligations with respect to any of the Products delivered by Seller to Buyer under the terms of this Order.

- B. Seller must provide Buyer with a list of substances contained in any of the Products that were included on the Candidate List published by ECHA. Thereafter, if a substance is added to the Candidate List by ECHA, and that substance is also contained in any Products, Seller must notify Buyer within fifteen (15) days following publication of the list.
- C. By accepting this Order, Seller recognizes and agrees that Buyer will thereafter act in reliance on Seller's acceptance of this Order as a contractual commitment that it is in compliance with EU REACH regulations, subject to the further provisions below.
- D. Should any Products contain substances listed on the Candidate List that are above 0.1% on a weight by weight basis within that Product, Seller shall provide Buyer with so-called Safe-Use information, pursuant to the provisions of REACH Article 33 and shall maintain the REACH database for the life of this Order.
- E. As indicated, Buyer will act in reliance on the statements and commitments Seller makes regarding the Candidate List status of each of the substances contained in any of the Products. If Seller fails to comply with the provisions of this clause, Buyer may consider whether such failure constitutes a breach of this Order sufficient to warrant Termination for Default in accordance with the terms of this Order. Moreover, in the event failure to timely comply with these provisions results in a business interruption of Buyer's operations, Buyer will seek to recover the damages, including financial losses, it suffers as a consequence of such failure.
- F. Seller is responsible for ensuring that the Products conform to and are compliant with the restrictions included in Annex XVII of the REACH Regulation and/or are otherwise authorized for use in accordance with Annex XIV of the REACH Regulation (in each case where relevant).
- G. For purposes of this clause, the terms "Substance" and "Candidate List" shall have the same meaning as are given those terms in REACH and the list of substances currently on the candidate list can be found at <https://echa.europa.eu/web/guest/candidate-list-table>.

106. CONFLICTS OF INTEREST

Seller warrants to the best of its knowledge and belief, that no conflict or potential conflict of interest exists between the Services and Products to be provided under this Order and Seller's other activities. Seller shall immediately advise Buyer of any such conflict of interest or potential conflict of interest which arises during performance of this Order.

107. {RESERVED}

108. PRICES

The prices stated in this Order are stated in United States Dollars and are not subject to exchange rate adjustments.

109. APPLICABLE LANGUAGE

This Order is made in the English language and all correspondence between the Parties of a technical and non-technical nature shall be in the English language and shall employ the units of measure customarily used by Buyer in the United States of America, unless otherwise specified. All notices and other binding communications may, unless otherwise specified, be sent by facsimile, electronic mail, air mail, or other customary means.

110. {RESERVED}

111. SUSTAINABILITY

Buyer is committed to providing a sustainable environment for its employees, customers, investors, suppliers, and communities. Buyer's goal is to promote resource conservation and environmental responsibility through the use of recycled contents and recovered materials to achieve waste reduction and energy efficiency. Buyer is dedicated to obtaining Products and Services from suppliers that exceed or comply with all applicable laws, regulations, and ordinances relating to preservation and protection of the environment, in addition to employing techniques

and materials that support sustainability. To assist Buyer in maintaining its commitment, suppliers of Products and Services are strongly encouraged to demonstrate the same degree of integrity from a social and environmental perspective and strive for continuous improvement in the following key areas of sustainability: water quality, energy conservation, responsible recycling, waste management and air quality.

112. {RESERVED}

113. {RESERVED}

114. SUCCESSORS OF PARTIES

This Order is binding on the Parties and their respective legal representatives, trustees, successors and permitted assigns.

115. {RESERVED}

116. ASSIGNMENT OF RIGHTS TO DIVESTED ENTITIES

- A. Upon Buyer's divestiture of any affiliate, division, business unit, line of business or sector ("divested entity"), Buyer may assign in whole or in part the right to purchase any Products or Services that are the subject of this Order to that divested entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned Products or Services (with the exception of any unpaid fees for Products and Services previously properly furnished which remain due on the effective date of such assignment) and the divested entity shall become the "customer" of record for the assigned Products and Services.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Buyer may purchase such Products and Services under this Order on behalf of the divested entities. If a divested entity wishes to order from Seller directly, Seller reserves the right to require such divested entity to provide financial information sufficient to determine creditworthiness, which shall not be unreasonably withheld, before accepting any orders.
- C. Buyer may access and use Products and Services available under this Order to provide transitional support to a divested entity during the transition period at no additional charge (i.e., no charge other than fees otherwise due to Seller under the Order as if the divested entity were a part of Buyer) provided that Buyer is and remains current on the payment of all amounts due to Seller under this Order.
- D. If Buyer merges with or acquires an entity or entities that have a need for Seller's Products and Services, Buyer and the acquired entity will be permitted to make purchases using this Order and price discounts in support of the acquired entity. If, under any existing Order with an acquired entity or entities, Seller currently provides or agrees to provide Products or Services, Buyer and Seller will negotiate a combined agreement sufficient to cover the combined companies so as to avoid any disruption.

117. ANTI-DUMPING/COUNTERVAILING DUTIES

Seller must affirmatively determine whether Seller's Product is subject to anti-dumping/countervailing duties (AD/CVD). Seller must notify Buyer in writing if Seller's Product is subject to AD/CVD at the time of contracting or if Seller's Product becomes subject to AD/CVD at any time during the term of this Order.

118. {RESERVED}

119. FREE TRADE AGREEMENT AND TARIFF PREFERENCE PROGRAMS

Seller must provide to Buyer, upon Buyer's request, Product country of origin information for existing or future trade agreements or tariff preference programs, including but not limited to the Gulf

Cooperation Council (GCC)-European Union Free Trade Agreement (FTA), GCC-Singapore FTA and Greater Arab Free Trade Area (GAFTA). If required by Buyer, based on the origin of the Product under the relevant rules of origin, Seller will complete and deliver to Buyer a certificate of origin appropriate to the relevant trade agreement or tariff preference program, or sufficient information to enable Buyer to satisfy Buyer's obligations in utilizing such trade agreements or tariff preference programs. Seller must continuously monitor Seller's materials sourcing, bills of material, and/or formulations for changes that might affect the validity of any origin determination or certificate of origin provided to Buyer. If any such change affects origin information or a certificate of origin provided to Buyer, Seller must immediately notify Buyer in writing.

Upon request by relevant customs authorities, Seller will provide all applicable requested information in support of an FTA certificate of origin.

120. {RESERVED}

121. {RESERVED}

122. TOXIC SUBSTANCES CONTROL ACT

Seller warrants that each and every chemical substance delivered under this Order shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the U.S. Toxic Substances Control Act (Title 15 USC § 2601 et seq.), and Seller agrees to certify as such upon request by Buyer. Seller shall not include any chemical substance (including mixtures or articles containing a chemical substance or mixture) in any shipment to the United States pursuant to this Order without prior notice to and written consent of Buyer. Pursuant to the Indemnity Against Claims provisions of this Order, Seller shall indemnify and hold harmless the Indemnitees, as defined in clause 25 above, from any loss, cost, liability, damage, or penalty to Buyer by reason of Seller's nonperformance under this section. The rights of the Parties hereunder shall survive completion or termination of this Order.

123. ASBESTOS

Seller shall not provide any Product that contains asbestos and shall submit certification to Buyer on demand that the Products contain no asbestos. If it is later determined the product was delivered to Buyer containing asbestos, Seller shall notify Buyer's Authorized Representative within ten (10) calendar days, Seller shall be liable for any indemnities resulting from the asbestos contamination and any such deliveries are subject to Clause 18, Termination for Default.

124. CLAUSE MODIFICATION REQUIRED BY BUYER'S CUSTOMER

Seller agrees to incorporate into this Order any revised clause or additional clause as Buyer may reasonably deem necessary to enable Buyer to comply with the provisions of the higher-tier contract and any modifications thereto.

125. {RESERVED}

126. {RESERVED}

127. {RESERVED}