

CLAUSE TITLE AND NUMBER

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1. DEFINITIONS

- A. "AI System" means any Artificial Intelligence (including without limitation any generative Artificial Intelligence), large language model, or machine learning system or algorithm.
- B. "Artificial Intelligence" or "AI" means technology that can make decisions, create predictions, generate new content, or recognize patterns without being explicitly programmed to do so.
- C. "Aeronautical Product" means any part or material that is, or is intended by its manufacturer to be, a part of or used in an aircraft.
- D. "Buyer" means Northrop Grumman Australia Pty Limited (ABN 78 156 458 981) or its subsidiaries, or affiliate identified on the face of the Order.
- E. "Confidential Information" means:
 - 1. all information of any nature or in any form which is disclosed or provided, whether orally or in writing, under or in connection with this Order and:
 - a. where the information is provided or disclosed in writing or other tangible form, is clearly designated or marked as "confidential", "proprietary", "sensitive" or bears a marking of like import; or
 - b. where the information is accessed or made available in electronic form, any display of

- the information also displays a proprietary legend, or the information is accessed or made available via a secure website or portal;
- c. where the information is orally disclosed, is declared to be “confidential”, “proprietary”, “sensitive” or the like at the time of disclosure and summarised and confirmed in a written labelled description within thirty (30) days; and
 2. any reproductions, notes, summaries or extracts (in any form) made by the receiving Party which contain or reflect such information;
 3. but does not include information which:
 4. was publicly available at the time of disclosure or subsequently becomes publicly available without breach of this Order;
 5. was known to the receiving Party through no unlawful act of the receiving Party at the time of disclosure without restrictions on its disclosure or use;
 6. is independently developed by the receiving Party without breach of this Order as proven by contemporaneous documentation; or
 7. is lawfully received by Seller from a third party without restriction on its disclosure or use and without breach of this Order.
- F. “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 Incoterms is specified in the Order, such term shall be governed by the Incoterms 2010. In case of a conflict between the provisions of the Incoterms and the provisions of the Order, the provisions of the Order shall govern.
- G. “Modern Slavery” has the same meaning as in the Modern Slavery Act 2018 (Cth).
- H. “Order” means the instrument of contracting, including these terms and conditions and all other referenced documents, and any subsequent changes or modifications.
- I. “Party/Parties” means Buyer and Seller individually/collectively.
- J. “Personal Information” has the same meaning as in the Australian *Privacy Act 1988* (Cth).
- K. “Personnel” means employees, agents, consultants or contractors of Seller or Buyer or Buyer’s customer, as applicable.
- L. “Procurement Contracting Official (PCO)” means the person authorized by Buyer’s cognizant purchasing organization to administer and/or execute this 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.
- M. “Premises” means the address specified on the face of the Order.
- N. “Prime Contract” means the contracting instrument issued to Buyer or Buyer’s higher tier customer, for the acquisition of Products and/or Services.
- O. “Product(s)” means those goods, supplies, reports, computer software, data, materials, articles, items, parts, components or assemblies, and any Services described in this Order, including Aeronautical Products.
- P. “Seller” means the Party named on the face of the Order with whom Buyer is contracting.
- Q. “Sensitive AI Information” means any Confidential Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that requires protection to ensure its confidentiality, integrity and availability including, but not limited to, any proprietary information, controlled unclassified information and Personal Information
- R. “Services” means Seller’s, or its subcontractor’s, time and effort required to perform tasks or other labour requirements of the Order, including any Products incidental to the performance of the Service.
- S. “Technical Data” means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Order, and includes calculations, data, databases, designs, design documentation, drawings, guides,

handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, training materials, test results and writings, and includes software design data and source code.

2. ACCEPTANCE

This Order is Buyer's offer to Seller to purchase the Products and/or Services described in the 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 be modified only by agreement of both Parties in accordance with the terms herein. Any of the following shall constitute Seller's unqualified acceptance of this Order and these terms and conditions: (a) acknowledgment 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.

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. Change Order document
- B. Order document
- C. These Order Terms and Conditions
- D. Statement of Work
- E. Specifications/Drawings
- F. Other Referenced Documents

4. ASSIGNMENT

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

5. SUBCONTRACTING

- A. Subcontracting or delegation by Seller, with or without Buyer's consent, 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 subcontracting or delegation.
- B. This provision shall not apply to purchases of standard commercial articles, including electronic components or raw materials such as casting, forgings, and rough welded structures on which Seller will perform further work.

6. WARRANTY

- A. Seller warrants, at the time of delivery to Buyer, that all Products covered by this Order: (1) will be new and in their original packaging (unless otherwise specified in this Order); (2) will conform to the design, specifications, drawings, samples and other descriptions referred to in this Order; (3) will be free from defects in workmanship and materials; (4) to the extent that Seller knows or has reason to know of the purpose for which the Products are intended, will be fit and sufficient for such purpose; and (5) no claim of infringement of moral rights will be brought against the Buyer by the Seller or the Seller's Personnel. All warranties contained in this clause shall run to Buyer and its customers. Seller shall, at no expense to Buyer or its customers, correct any failure to fulfil these warranties.

- B. Seller warrants that all Services covered by this Order will be delivered by appropriately trained and qualified Personnel to a high standard of professional care and skill, would reasonably be expected from a provider of similar Services.
- C. Seller warrants that the Products are genuine Products and agrees to assign to the Buyer the benefit of any warranty or guarantee given by the manufacturer in respect of all Products, including any related software.
- D. Seller warrants that the Products and/or Services provided under this Order shall not infringe upon the rights of any third party, and that Seller is subject to no agreement which in any manner would interfere with the "Intellectual Property Rights" and "Protection of Information" clauses of this Order.
- E. Buyer's approval of any documentation prepared by Seller or Buyer's participation in design reviews, first article approval process, or similar reviews shall not relieve Seller of any obligation under any warranty.
- F. Buyer's rights under this clause shall, at Buyer's option, be assignable to and enforceable by its successors and customers.

7. CHANGES

- A. Buyer's PCO 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, statements 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/customer's Property; and (7) these terms and conditions for the sole purpose of complying with Buyer's obligations to its customer under a Prime Contract, including, but not limited to, any mandatory flow-down clauses.
- B. If any authorised 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 within fifteen (15) days of the date of the written change order and (ii) a fully supported proposal is delivered to Buyer's PCO within thirty (30) days of the date of the written change order.
 - 2. If, in Buyer's reasonable opinion, the adjustment claimed by Seller is obsolete or excessive, Buyer shall have the right to prescribe the manner of disposition of the Product to include the right to acquire that Product for the adjusted cost claimed.
 - 3. Buyer, its authorised 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. No such Dispute shall relieve Seller of its obligations under this Order as changed.
- C. Buyer's engineering and 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.

8. GOVERNING LAW

Both Parties agree that, irrespective of the place of performance of this Order, this Order and any dispute arising under or in connection with it shall be governed, construed, and interpreted in

accordance with the substantive laws of the Australian Capital Territory, Australia. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Order.

9. DISPUTES

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, its 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. In the event that the Dispute or any part thereof is not satisfactorily settled by negotiation within sixty (60) days (or within such further period of time as the Parties may have agreed in writing), any Party may seek relief in the courts of the Australian Capital Territory, Australia.

10. TERMINATION FOR CONVENIENCE

- A. This Order may be terminated at any time by Buyer giving written notice to Seller. Seller shall immediately stop work as specified in the termination notice and shall instruct its subcontractors to stop work (as required). Seller shall, as directed by Buyer, transfer title and deliver to Buyer any completed or partially completed Products, plans, drawings, information and other materials produced or acquired under the terminated Order. Seller shall 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 termination of this Order shall be determined as follows:
1. any payments then due and payable to Seller from Buyer for work performed and accepted by Buyer prior to the effective date of termination;
 2. an allowance for any reasonable cancellation charges due to material commitments made by Seller with Seller's suppliers or subcontractors; and
 3. any other amounts that are mutually acceptable to Buyer and Seller as being fair and reasonable.
- B. 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.
- C. In the event payments made by Buyer are less than the amount determined as being the entitlement of Seller under the provisions of this clause, 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 clause within thirty (30) days of Buyer's receipt of Seller's invoice for said amount.
- D. 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.
- E. In no event shall Buyer's total liability to Seller exceed the total Order price of the Products 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.

11. 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 extension;
 2. fails to make progress so as to endanger performance of this Order or to perform any of the other provisions of this Order and does not cure that failure within a period of ten (10) days after receipt of the notice from Buyer specifying Seller's failure to perform;
 3. for Aeronautical Products, fails to comply with its obligations set out in clause 50, paragraphs (B) through (F) inclusive;
 4. becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy 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; or assignment;
 5. becomes, or any of Seller's officers or a controlling entity (direct or indirect) of Seller becomes, debarred from contracting with the government of Australia or the United States; or
 6. is, or any of Seller's officers or a controlling entity (direct or indirect) of Seller is, designated on a sanctions list by Australia, the United States, or the United Nations, or if sanctions are imposed by Australia, 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.
- 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 excess costs for those Products or Services. However, Seller shall continue the work not terminated. In addition, Buyer may rework or repair any Product or re-perform any Service at Seller's cost.
- C. If this Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (1) completed Products, and (2) partially completed Products, and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) 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 or its customer 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 manufacturing materials delivered and accepted and for the protection and preservation of the 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, 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 or under this Order.

12. BUYER PROPERTY

All supplies, materials, equipment, tools, jigs, dies, gauges, fixtures, moulds, patterns, equipment and other items purchased, either directly or indirectly, by Buyer or its customer 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/customer's Property"), shall be and remain the property of Buyer or its customer. Seller shall bear the risk of loss of and damage to Buyer/customer's Property in Seller's possession, custody or control. Buyer/customer'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/customer'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 and its customer shall have the right to enter onto Seller's premises to inspect Buyer/customer's Property and Seller's records with respect thereto. Seller agrees that it will comply with the obligation hereunder to release Buyer/customer'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/customer's Property when requested.

13. 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 or in connection with 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 or in connection with this Order, and to provide reasonable support for the Buyer's prosecution of such patent application. With respect to copyrightable works developed under or in connection with this Order, Buyer and Seller agree that copyright ownership in such works shall vest with Buyer; otherwise, Seller agrees to assign, and does hereby assign copyright ownership of the works to Buyer. Seller shall not, unless otherwise authorised 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 Confidential Information and marked as such by Seller.
- D. Seller shall not include any third party intellectual property in the Products provided hereunder, without the express written consent of Buyer. Seller hereby grants Buyer and Buyer's customer an unlimited, irrevocable, paid-up, perpetual, royalty-free right and license (including the right to sublicense) to make, have made, sell, offer for sale, use, modify, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works of any Products hereunder, and to use any Background Intellectual

- Property owned by Seller, or in the possession or control of Seller.
- E. Seller represents and warrants that the provision of the Services and use of the Products by Buyer and Buyer's customer will not infringe the moral rights of the Seller's Personnel or any subcontractor Personnel. "Moral rights" has the same meaning as in the *Copyright Act 1968* (Cth).
 - F. Seller shall provide sufficient Technical Data to enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by Buyer and Buyer's customer to fully exercise its rights under this clause.
 - G. This Order does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the Order.

14. INTELLECTUAL PROPERTY INFRINGEMENT WARRANTY AND INDEMNITY

- A. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer and its affiliates, and all of their officers, agents, employees, successors and assigns and subcontractors at any tier (each an "Indemnified Party"), against any claims, loss, damage or expense, including expenses of defending or participating in claims, arising from any claim, actual or alleged, that: (1) the manufacture, offer for sale, sale, or delivery of Products or performance of Services under this Order, or (2) the use or disposal by, or for the account of, Buyer and/or Buyer's customer of such Products or Services as permitted under this Order infringes any patent, trade secret, copyright, or other intellectual property rights, including moral rights of a third party.
- B. In the event an Indemnified Party desires Seller to provide the indemnification set forth above, Buyer will inform Seller of the claim, demand, or suit asserted or instituted against the Indemnified Party and, may require, at Buyer's sole discretion, Seller to defend the claim, demand or suit and settle or otherwise resolve the matter, with Buyer's participation and prior written permission.

15. INDEMNIFICATION

- A. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer and its affiliates, and all of their officers, agents, employees, successors and assigns and subcontractors at any tier (each an "Indemnified Party"), against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without limitation, payment of direct, special, incidental and consequential damages, and expenses of defending or participating in claims, including attorney's fees, for: (1) property loss and/or damage, (2) personal injury and/or death, (3) the negligence, gross negligence, bad faith, or intentional or wilful misconduct of Seller or its Personnel, (4) Seller's use of a third party supplier in connection with the provision of the Products or Services, or (5) breach of Seller's obligations under clause 37, which may be sustained by any third party and/or by an Indemnified Party, arising out of, or relating to, this Order, except for claims resulting from the sole negligence of Buyer.
- B. In the event an Indemnified Party desires Seller to provide the indemnification set forth above, Buyer will inform Seller of the claim, demand, or suit asserted or instituted against the Indemnified Party and, may require, at Buyer's sole discretion, Seller to defend the claim, demand or suit and settle or otherwise resolve the matter, with Buyer's participation and prior written permission.

16. INSURANCE

- A. During the entire Order period Seller shall, at its sole cost and expense and prior to commencing any activity that is the subject of this Order, procure and maintain with a reputable insurer valid and enforceable:

1. Worker's compensation insurance covering Seller and its Personnel for any claim made against it for an amount necessary to cover any potential liability under statute or at common law;
 2. Public and product liability insurance covering Seller and its Personnel against any liability to any party arising out of or in connection with this Order for an insured amount of not less than A\$20 million per accident or incident claim;
 3. Property insurance covering Seller and its Personnel for any loss or damage to any property used directly or indirectly in connection with the Products and Services; and
 4. Any other insurances on such terms as a prudent contractor providing similar Products and performing similar Services to that under this Order would procure and maintain.
- B. Seller shall promptly provide certificates of insurance evidencing such coverage where requested by Buyer. Seller shall provide Buyer ten (10) days prior written notice of cancellation or material change of any such coverage, provided however that any such notice does not relieve Seller of the obligation to maintain the required insurance.

17. EXCUSABLE DELAY – FORCE MAJEURE

- A. 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, terrorism, quarantine restrictions, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its subcontractors. For the avoidance of doubt, Buyer does not consider labour disputes, strikes or other similar action events beyond Seller's reasonable control. 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 immediately notify the other Party's authorised 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.
- B. Neither receipt of such notice by Buyer, nor any provision of these terms and conditions will be deemed to be a waiver by Buyer of any of its rights under any Order, these terms, at law or otherwise.

18. COMPLIANCE WITH LAWS

Seller shall comply, and shall ensure its officers, employees, agents and subcontractors comply, with all laws applicable to the performance of this Order.

19. IMPORT AND EXPORT COMPLIANCE

- A. Performance of this Order may involve the use of or access to products and technology of multiple origins, including the United States of America (USA). Seller shall comply with all applicable export laws, rules and regulations including but not limited to those of Australia, the United Kingdom, the European Union and the USA (collectively hereinafter referred to as the "Export Laws and Regulations") and any licence(s) issued under the Export Laws and Regulations. From time to time, Australia, the United Nations, the European Union (and its Member States individually) and the USA may impose trade sanctions or embargoes involving trade with a particular nation. The scope of the Export Laws and Regulations includes such sanctions and embargoes, regardless of whether Buyer is subject to the jurisdiction of the government issuing such sanctions. Seller is responsible for obtaining at its cost all export authorisation(s) or permits required to provide the Products and/or Services to Buyer. Seller

- shall not re-transfer any export-controlled information (e.g. technical data, technology or software) in performance of this Order to any other person or entity (including Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Laws and Regulations. Without limiting the Seller's obligations in this clause, Seller shall notify Buyer in writing of any proposed re-transfer.
- B. Seller shall provide any applicable export control classification information (e.g., classification on the Australian Defence and Strategic Goods List (DSGL), Export Control Classification Number (ECCN) under the Export Administration Regulation or ITAR categorisation) upon delivery and at any other time upon Buyer's request for all Products furnished and/or Services rendered by Seller to Buyer, except when Seller is manufacturing to Buyer's specification. For Products, Seller will include the export control classification information on its packing slips and shipping documentation. If the Products and Services are based on Buyer's specification, Buyer will advise Seller whether the technology and/or resulting Products and Services are export controlled. If Seller is not the Original Equipment Manufacturer (OEM), Seller shall obtain the applicable export control classification information from its source of supply.
 - C. Seller shall comply with all applicable customs laws and regulations pertaining to the importations of the Products and/or Services. Unless otherwise agreed in writing, Seller shall assume any import responsibility or liabilities for customs duty and other taxes for Products and/or Services procured through a domestic purchase order (that is, Orders issued to entities addressed in the same country as Buyer).
 - D. Seller agrees to provide prompt notification to Buyer in the event of changes in circumstances such as ineligibility to contract with the Australian, UK or USA governments and initiation or existence of a government investigation that could affect Seller's performance under this or any Order.

20. ANTI-CORRUPTION AND BRIBERY

Seller warrants and agrees that:

- A. it has not and will not directly or indirectly pay, promise or offer to pay, or authorise the payment of any money, gift, or anything of value or provide any promise or offer or give anything of value to:
 - 1. an officer, employee, agent or representative of any government;
 - 2. a candidate for political office, any political party or any official of a political party; or
 - 3. any other person or entity,knowing or having reason to believe that all or any portion of such payment, gift or thing of value is being or will be offered, given or promised, directly or indirectly, for the purpose of assisting any other party to obtain or retain business, or directing business to any person, or for giving any person an advantage in the conduct of business or for otherwise acting improperly.
- B. No gift, hospitality or entertainment of any nature has been or will be accepted or made in connection with this Order where the intent of the offer was, or is, to influence the recipient of the gift, hospitality or entertainment.

21. NOTIFICATION OF STATUS CHANGES

Seller warrants the validity of its representations and certifications as previously provided to Buyer, including that provided directly as part of Buyer's supplier qualification assessment and any due diligence information provided via Buyer's Global Trust system. Without limiting the obligation in clause 54, Seller shall provide prompt notification of any event or change in such representations, certification, or information.

22. PROHIBITED ACTIVITIES AND CONTACTS

- A. Activity Prohibitions. 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. Unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, public officials of any country other than the U.S., United Kingdom, Canada, Australia, Germany, France, or Italy in furtherance of its performance on behalf of Buyer under this Order.

23. RELEASE OF INFORMATION OR ADVERTISING

Except as required by law, Seller shall not release to anyone outside Seller's organisation 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) business 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.

24. PARTIAL INVALIDITY, NO WAIVER, REMEDIES

- A. If any provision in this Order is or becomes void or unenforceable by force or operation of law, or is deemed invalid, the void, unenforceable or invalid portion shall be severable, and the remaining terms and conditions shall remain in full force and effect.
- B. 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.
- C. Each of the rights and remedies reserved by Buyer in this Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Order.
- D. Any provision of the Order which expressly or by implication from its nature is intended to survive the termination or expiration of the Order and any rights arising on termination or expiration shall survive.

25. 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 and/or representatives (hereinafter "Employees") performing under this Order shall at all times be under Seller's direction and control and Seller shall so inform them. 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 authorised to commit Buyer in any way.

26. ANTI-TRAFFICKING IN PERSONS

- A. Buyer prohibits its employees, agents, subcontractors, and contract labour from engaging in activities that support or promote trafficking in persons and Seller represents and warrants that it shall not engage in such activities. Further, Seller shall require its employees, agents, contract labour and subcontractors to abide by and comply with the requirements of this clause.
- B. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer and its affiliates, and all of their officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without

limitation, payment of direct, special, incidental and consequential damages and attorney's fees, arising out of, or relating to, Seller's or Seller's employees, agents, subcontractors or contract labour's failure to comply with the requirements of this clause.

27. FACILITY SECURITY AND SAFETY

If this Order requires Seller's Personnel to enter premises under the ownership or control of Buyer or Buyer's customer, Seller agrees to abide by and comply with, and require its employees and subcontractors to abide by and comply with, all rules and regulations pertaining to security and safety as may be prescribed by Buyer and/or Buyer's customer, including, but not limited to, badging, citizenship requirements and background investigations. Seller must carry out its obligations under this Order in a way that is safe and without risk to the health of its employees and contractors, Buyer and Buyer's customer employees and contractors and any person who may come into contact with the Products. Seller must prepare all necessary documents recording the procedures and policies it will employ to ensure it meets its obligations under this clause and must make all such documents available to Buyer on request. Buyer may suspend or terminate this Order for default if Buyer considers that Seller's policies, procedures or documents are inadequate to meet the obligations of this clause. Seller agrees to defend, indemnify, and hold harmless Buyer and its officers, employees, directors and agents from, and at the Buyer's option defend against, any and all claims, losses, liabilities, costs and expenses, including without limitation third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to, the presence of Seller and/or its Personnel on the Buyer's Premises pursuant to this Order, provided that any such Claims are not caused or contributed to by the negligence of the Buyer or its Personnel.

28. STOP WORK ORDER

- A. Buyer may, at any time, by written notification to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of ninety (90) 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 pursuant to this clause. Upon receipt of the SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimise the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after a SWO is delivered to 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 "Termination for Convenience" of this Order.
- B. If a SWO issued under this clause is cancelled or the period of the Order 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. Failure of the Parties to agree to any adjustment to be made under this clause shall not excuse Seller from proceeding with the performance of the Order.
- C. If a SWO is not cancelled and the work covered by such 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 cancelled 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.

29. SUSPECT/ COUNTERFEIT MATERIALS

- A. All material delivered under this Order shall be genuine and traceable to the original manufacturer. The Seller shall provide authenticity and/or traceability records to the Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify the Buyer if the Seller cannot comply with this clause in which case Buyer reserves the right to terminate this Order for default.
- B. If either party reasonably determines Seller has supplied suspect/counterfeit material to Buyer, that party shall promptly notify the other party and Seller shall immediately replace the suspect/counterfeit material with material acceptable to Buyer at no cost to Buyer and reimburse Buyer for the additional costs incurred in removing suspect/ counterfeit material and reinstalling and testing of replacement material. In addition, Buyer may terminate this Order for default under clause 11.A.2. The Seller agrees to insert the substance of this clause, including this sentence, in any applicable subcontract.

30. 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.

31. 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 behaviour. 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.

32. RESPONSE TO AUDIT

Buyer shall not be prohibited from providing copies of this Order or any other document incorporated into this Order, to federal, state or other regulatory agencies as requested by either Buyer's or government auditors to comply with auditing procedures.

33. 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: (1) return over shipments and early shipments at Seller's expense, (2) have payment therefore withheld by Buyer until the date that Products or Services are actually scheduled for delivery, or (3) be placed in storage, for which Seller shall be liable for the cost, until the delivery date specified herein. Unless otherwise provided in this Order, delivery in whole or part shall not be made more than ten (10) days prior to the specified delivery date.
- 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. This condition shall not limit Buyer's other rights and remedies Buyer may otherwise have under this Order or applicable law.
- F. If Seller intends to source or ship direct from outside of Australia or the U.S. to Buyer then, in addition to complying with all applicable export regulations, Seller shall provide the name, country and contact information of the foreign sources within ten (10) days after Order acceptance. Seller proposed sources outside of Australia or the U.S. 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 sources 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 U.S. ITAR, 22 C.F.R. 126.1, the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth).

34. PACKAGING, PACKING, MARKING

- A. Unless otherwise specified in this Order, all shipments are to be made in accordance with Incoterms 2010, Delivered At Place (DAP) Buyer's Premises.
- B. Seller shall pack and ship Products at all times in accordance with best commercial practice having regard to the nature of the Products. Seller shall package and ship Aeronautical Products in accordance with ATA Spec 300, the Australian Defence Force Packaging Standard DEF(AUST)1000C or any equivalent specification for packaging Aeronautical Products.

35. 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. Failure to inspect and accept or reject Products or Services shall not relieve Seller from its responsibility for compliance with Order requirements, nor impose any 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.
- D. 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 including all lower-tier subcontractors' facilities used in performance of this Order at all reasonable times, and without additional

- charge, for inspection by Buyer, 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 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 PCO 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.

36. 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 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.

37. PRIVACY

- A. If Seller collects or is supplied with Personal Information in the course of fulfilling the Order, Seller shall use, keep or disclose that Personal Information only for the purposes of fulfilling the Order, subject to any applicable exception in the Privacy Act 1988 (Cth).
- B. Seller shall comply with its obligations under the Privacy Act 1988 (Cth); including those of a "contracted service provider" (as defined in the Privacy Act 1988 (Cth)).
- C. As a contracted service provider, Seller shall not do any act or engage in any practice which, if done or engaged in by the Commonwealth of Australia would be a breach of the Australian Privacy Principles.
- D. Seller shall not disclose or transfer Personal Information supplied by Buyer to any person outside Australia, or use a cloud service provider to store or process such Personal Information outside Australia, without the prior consent of Buyer.
- E. Seller shall ensure that any subcontract entered into for the purposes of fulfilling its obligations under the Order contains provisions to ensure that the subcontractor complies with this clause.

38. INFORMATION SECURITY

- A. Definitions
 1. "Information Security Incident" means (i) any actual or potential incident involving any Information System owned or controlled by Seller that may involve Buyer's information, and (ii) any actual or potential unauthorised access to, use, or disclosure of Buyer's information.

2. "Information System" means a discrete set of information resources or equipment that collect, process, maintain, use, share, disseminate, or dispose information.
- B. Reasonable and Appropriate Security Controls
1. This clause 38 applies where Seller's performance of the Order involves the transmission, storage or processing of Buyer's information in its Information System or a cloud environment (as applicable).
 2. Seller shall apply reasonable and appropriate safeguards and operations with respect to its Information System to protect Buyer's information against unauthorised or improper destruction, alteration, disclosure or access, regardless of whether such information is on Seller's internal system or a cloud environment.
 3. If Seller's performance of the Order involves the transmission, storage or processing of Buyer's information on its Information System, Seller shall at a minimum apply the following controls:
 - a. Limit Information System access to authorised users, processes acting on behalf of authorised users, or devices (including other Information Systems);
 - b. Limit Information System access to the types of transactions and functions that authorised users are permitted to execute;
 - c. Verify and control/limit connections to and use of external Information Systems;
 - d. Control information posted or processed on accessible Information Systems;
 - e. Identify Information System users, processes acting on behalf of users, or devices;
 - f. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to Seller's Information Systems;
 - g. Sanitise or destroy Information System media containing Buyer's information before disposal or release for reuse;
 - h. Limit physical access to Seller's Information Systems, equipment, and the respective operating environments to authorised individuals;
 - i. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices;
 - j. Monitor, control, and protect Seller's communications (i.e., information transmitted or received by Seller's Information Systems) at the external boundaries and key internal boundaries of the Information Systems;
 - k. Implement sub networks for publicly accessible system components that are physically or logically separated from internal networks;
 - l. Identify, report, and correct information and Information System flaws in a timely manner;
 - m. Provide protection from malicious code at appropriate locations within Seller's Information Systems;
 - n. Update malicious code protection mechanisms when new releases are available;
 - o. Perform periodic vulnerability scans of the Information System and real time scans of files from external sources as files are downloaded, opened, or executed and ensure that risks identified in such scans are promptly addressed;
 - p. Establish and enforce security configuration settings for information technology products employed in Seller's Information Systems;
 - q. Establish and maintain data protection processes and systems to adequately protect Confidential Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Confidential Information during transmission;
- 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 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 PCO and Buyer's Cyber Security Operations Centre at (02) 6224 9090 of any Information Security Incident. If Buyer reasonably considers the Information Security Incident poses a material risk of harm or damage to Buyer's interests, Seller shall, at its own expense, if requested by Buyer (i) immediately investigate the Information Security Incident, (ii) make all reasonable efforts to secure Buyer's 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.
 3. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this clause.

39. 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.

40. INVOICE AND PAYMENT

- A. The Seller may only invoice Buyer upon completion of the shipment of the Products and/or completion of the Services to Buyer's satisfaction. The invoice must: (1) be correctly addressed to the electronic address and person indicated on this Order; (2) list the Order number; (3) be a valid tax invoice for GST purposes; and (4) where Buyer requests it, be accompanied by documentation substantiating the amount claimed. Buyer will pay all correctly rendered and undisputed invoices within the payment period identified on the Purchase Order from the latter of the date the valid tax invoice is received, or the delivery of the Products and/or Services in accordance with clause 33.
- B. If Seller is directed under this Order to ship Products to locations other than Buyer's facility, Seller shall notify Buyer's PCO within three (3) business days of completed shipment. Seller understands that Buyer will not issue payment under this Order until Buyer verifies receipt of Products at the location specified by Buyer and receipt is processed in Buyer's system. Buyer shall be entitled at all times to set off: (1) any amount owing at any time from Seller to Buyer or any of its affiliated companies; (2) any loss or damage resulting from Seller's default under or breach of any contract (including this Order and any other orders); and (3) 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. Payments to Seller shall be made to the designated financial account at 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.

41. CONFLICTS OF INTEREST

Seller warrants to the best of their 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.

42. CONFIDENTIAL INFORMATION

- 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. All Confidential Information is to be kept confidential by Seller in accordance with this clause but at a minimum using at least the same degree of precaution and safeguards as Seller uses to protect its own information of similar nature, but in no case less than reasonable care. Except as otherwise expressly authorised in writing by Buyer, Confidential Information must only be used and reproduced by Seller for the purpose of fulfilling this Order. Confidential Information must not be disclosed, whether directly or indirectly, to any other person except:
 - 1. to an employee or officer of Seller, who has a need to know the Confidential Information to carry out the Order and has been made aware of the confidential nature of the information and the restrictions and conditions pertaining to its use and disclosure under this Order;
 - 2. contract labour or professional advisers of Seller who have a need to know the Confidential Information in connection with the Order and have agreed to use, protect and keep the Confidential Information confidential on terms and conditions that are at least as restrictive as the terms of this Order;
 - 3. as otherwise permitted by this Order or with the prior written consent of Buyer.
- C. In the event Seller provides or discloses Confidential Information to another person pursuant to clause 42.A, any failure of that other person to use, handle or disclose the Confidential Information in accordance with the terms of this Order will be deemed to be a breach of this Order by Seller.
- D. Seller agrees to use Buyer's Confidential Information only for purposes necessary for performing Seller's obligations under this Order and shall not use Buyer's Confidential Information for any other purpose without the written consent of Buyer. Upon Buyer's request, Seller shall destroy or transfer to Buyer all existing copies of Buyer's Confidential Information. If the Confidential Information is copied or reproduced in whole or in part, the copy or reproduction shall carry the same marking as that which appears on the original.
- E. Seller agrees that all information, drawings, specifications, data, documents and materials furnished or disclosed by Seller 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.
- F. Seller grants to Buyer and Buyer's higher tier customer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to any higher tier contractor any information received from Seller, including Seller's Confidential Information, for the performance of this Order and any higher tier contract or prime contract from which this Order is issued, and any follow-on contracts to such agreements.
- G. Notwithstanding any other provision of this Order, Seller will not be in breach of this Order to the extent that Seller becomes legally compelled by law, regulation, court order or stock exchange requirement to disclose Confidential Information. If Seller becomes so compelled to

- disclose the Confidential Information it must:
1. where permissible, notify Buyer in writing as soon as practically possible upon becoming aware of the demand, so that Buyer may seek a protective order, or other appropriate remedy; and
 2. furnish only that portion of the Confidential Information that is required to be disclosed and will use its best efforts to obtain confidential treatment for such Confidential Information.
- H. Seller must not remove any confidential or proprietary marking appearing on the Confidential Information. If Seller copies in whole or in part Confidential Information, Seller must ensure any reproduction carries the same marking as that which appears on the original.
- I. Seller must notify Buyer in writing as soon as practicably possible upon becoming aware of any disclosure or other misuse of Confidential Information which is contrary to the terms of this Order and take all reasonable actions to mitigate the effects of such unauthorised disclosure, including:
1. make reasonable attempts to retrieve the Confidential Information;
 2. comply with any reasonable written requests of Seller regarding such unauthorised disclosure, access or misuse; and
 3. review and take reasonable action to prevent any future unauthorised disclosure, access or misuse.
- J. Without limiting Seller's other obligations under this Order, Seller hereby represents, warrants and covenants that: (i) Seller shall not disclose or provide to any AI System accessible to any person other than Buyer and Seller, or use with any AI System accessible to any person other than Buyer and Seller, any Buyer Confidential Information or Buyer Sensitive AI Information or any portion or derivative thereof; and (ii) Seller shall not use, or permit to be used, any Buyer Confidential Information or Buyer Sensitive AI Information, or any portion or derivatives thereof, in any training or development of any AI System or any portion thereof or of any other datasets, systems, algorithms or methodologies, except as Buyer may agree in writing on a case-by-case basis. Seller shall not disclose or provide to any AI System (including any AI System accessible only by Buyer and/or Seller) any Buyer Confidential Information, or Buyer Sensitive AI Information or any portion or derivative thereof, if the AI System will train or develop itself based on such information or maintain any persistent copy of such information, or any portion or derivative thereof.
- K. Other than as provided by clause 13, the existence of this Order and/or the disclosure and provision of Information under this Order does not grant the Seller any rights, whether express or implied, by licence or otherwise, in relation to any intellectual property contained in the Information.
- L. Buyer's right to use and disclose information provided under this clause 7 shall not be affected by termination or completion of this Order and remains in effect until performance in full of all contracts and agreements through which Buyer needs to use Seller's information to perform under Buyer's higher tier contract or prime contract, and any follow-on contracts to such agreements. The limitations on the scope of use of information under this clause 7 shall not be affected by termination or completion of this Order
- M. Buyer may, upon request by Seller, agree in writing to be bound by terms (as applicable) equivalent to this clause 42 where Seller provides or discloses Confidential Information to Buyer.

43. APPLICABLE LANGUAGE

This Order is made in the English language and all documentation to be provided in connection with this Order shall be in the English language and shall employ the units of measure customarily used by Buyer in Australia, 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.

44. DATA BREACH NOTIFICATION

If Seller becomes aware of an actual or suspected data breach involving Personal Information supplied by Buyer whether by Seller, Seller's Personnel or any other person to whom the Personal Information has been disclosed for the purposes of the Order, Seller shall:

- A. promptly notify Buyer together with full details of the actual or suspected breach as known at the time, as soon as becoming aware of the actual or suspected breach;
- B. assist Buyer and any third parties authorised by Buyer, including relevant regulatory authorities, in investigating remedying or minimising the harm of any actual or suspected breach;
- C. promptly use best efforts to prevent a recurrence of any actual or suspected breach; ; and
- D. at reasonable intervals after providing notice under clause 44.A, keep Buyer updated with details of the event as more details come to light and of action taken by Seller in accordance with clause 44.C; and
- E. co-operate with Buyer in notifying individuals harmed or potentially harmed by the actual or suspected breach as required by any applicable law or as otherwise agreed.

45. MODERN SLAVERY

- A. Seller shall take all reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods or Services.
- B. If requested by Buyer, Seller shall notify Buyer of the steps and measures it is taking to identify, assess and address the risks referred to in clause 45.A.
- C. If Seller becomes aware of Modern Slavery practices or any allegations of the same (whether substantiated or not) in the operations and supply chains used in the performance of the Contract, Seller shall: (i) immediately give written notice to Company and provide all relevant information including, but not limited to, the nature of the actual or suspected violation; and (ii) as soon as reasonably practicable, take all reasonable action to address or remove these practices (where allegations are substantiated) and provide details of such action to Buyer.
- D. Seller represents and warrants that it shall comply with the requirements of this clause 45 and any relevant applicable laws and regulations regarding Modern Slavery.
- E. Seller agrees that Buyer or Buyer's authorised representative may, upon reasonable notice and at reasonable times, audit all relevant books, records, work sites and documentation of Seller in order to verify compliance with this clause 28. Seller shall provide its full cooperation during any such audits.
- F. Seller agrees to insert the substance of this clause in any lower tier subcontract related to performance of the Contract.
- G. Seller acknowledges and agrees that if Seller fails to comply with this clause 45, Buyer may terminate the Contract with immediate effect by service of written notification to Seller.

46. SUSTAINABILITY

Buyer is committed to integrating environmental sustainability in its operations and value chain. Buyer's goal is to procure Products and Services that support the Buyer's commitment to reducing greenhouse gas emissions, water use and solid waste. To assist Buyer in its commitment to sustainability and sustainable practices, suppliers are strongly encouraged to demonstrate objective evidence of a commitment to sustainability, specifically related to: energy efficiency and conservation, reduction of water use and solid waste, pollution prevention and greenhouse gas emissions reduction and performance disclosure. Suppliers are encouraged to publicly report their greenhouse gas emissions and other environmental impacts in accordance with recognised protocols, such as the World Resources Institute's Greenhouse Gas Protocol and

the Global Reporting Initiative.

47. PLACE OF PERFORMANCE

Seller shall notify Buyer's PCO in writing of any change in Seller's name, ownership or the place of performance. Buyer's PCO will instruct the Seller on formal notification actions and specific forms to submit, as necessary.

48. SUCCESSORS OF PARTIES

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

49. ANTI-DUMPING/COUNTERVAILING DUTIES

Seller must affirmatively determine whether Seller's Product is subject to any Australian 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.

50. NON-CONFORMING PRODUCTS

If Seller delivers defective or non-conforming Products, Buyer may:

- A. accept all or part of the defective or non-conforming Products at an equitable price reduction;
- B. reject all or any part of a delivery of defective or non-conforming Products, and demand delivery of conforming Products. All rejected Products shall be shipped to Seller at Seller's expense;
- C. make, or have a third party make, all repairs, modifications, or replacements necessary to enable such Product to comply in all respects with Order requirements and charge the expense incurred to Seller;
- D. procure the same or similar Products from a third party and charge the expense of the re-procurement to Seller;
- E. terminate this Order for default in whole or in part.

51. AERONAUTICAL PRODUCT

If any Product provided under this Order is or includes Aeronautical Product, paragraphs (A) through (F) of this clause apply:

- A. Seller shall acknowledge receipt of the Order within five working days.
- B. Seller shall ensure that the part number, CAGE Code and serial number are clearly marked on each item. Seller shall ensure that all documents clearly identify the part number, CAGE code, condition code (i.e. new, unused), batch/lot number and or serial number, where required. All documentation shall be appropriately certified by an authorised person from Seller's quality control organisation.
- C. Seller shall, for each item, provide a list of all Airworthiness Directives and other modifications that have been complied with or are applicable.
- D. Seller shall ensure all Products are accompanied by the original or certified true copy of Seller's Authorised Release Certificate ("ARC"), or, where Seller is not the True Manufacturer, the ARC shall provide traceability back to the original manufacturer release documentation. Seller shall ensure the ARC contains, as a minimum, a description of Products and/or Services, including sufficient data such as lot/batch or serial numbers and remarks, etc. to ensure the traceability of the component back to and through its manufacturing process. Acceptance of Products and Services is conditional in part upon Buyer acceptance of traceability documentation. Where Seller has a National Aviation Authority ("NAA") accreditation for the Services provided, an NAA approved ARC (e.g. EASA Form 1, FAA 8130-3, CASA Form 1), or, where Seller has no NAA accreditation, a Certificate of Conformity (C of C) acceptable to Buyer shall be provided by Seller. ARC Remarks shall describe any work

carried out and/or the status, directly and by reference to supporting documentation, necessary for the user or installer to determine the airworthiness of the item(s) in relation to the work being certified. If necessary, a separate sheet may be used and referenced from the main ARC. Each statement must clearly identify which item(s) it relates to. If there are no remarks to be made, Seller shall enter 'None'. Seller shall provide calibration certificates, including for subcomponents, on items requiring calibration. Seller shall provide test certificates as applicable and shop reports. Seller agrees to retain all documentation in accordance with their NAA accreditation requirements, or, where no NAA accreditation exists all documentation is to be retained for a minimum of seven (7) years.

- E. Seller shall ensure that all re-useable containers are not disposed of or destroyed and are returned to Buyer. Seller shall ensure all products are packaged to international standards for air or surface freight as appropriate to mode of transportation unless otherwise specified so as to ensure that no damage occurs in transit. Buyer shall accept no liability for damage, loss or delay in transit of Products or Services. Seller shall ensure that each item is individually packed in accordance with ATA Spec 300 so as to eliminate air, provide a barrier against UV radiation and prevent contamination from external sources. Seller shall ensure each package is clearly marked with the relevant Part Number, Batch Number, Cure Date or Date of Manufacture. Maximum age of products at time of delivery is not to exceed three (3) years from date of manufacture. Packaging and transportation of all items shall be in compliance with IATA standards on dangerous goods, quarantine, re-useable container, transportation mode, hazardous substances, and Electronic Static Sensitive Device.
- F. Seller shall provide Buyer with codification data on request. Where information, which reveals manufacturing processes, is requested it may be endorsed as follows: "This document is supplied only to enable codification in the Defence Codification System of the items referred to therein, and for no other purpose. When codification action is completed, this document is to be retained by the Commonwealth."
- G. End Use Statement. The items listed in this Order are required for fitment to various Australian Defence Force assets, under contracted maintenance services provided by Buyer. This material will only be sold to the Government of Australia who will be its end user.

52. PRICES, TAXES AND DUTIES

The prices stated in this Order are in the currency stated therein or, if no currency is stated, in Australian Dollars and are not subject to exchange rate adjustments. Unless this Order expressly states otherwise, the price is all inclusive, including but not limited to any applicable GST and all packing, insurance and delivery charges, all taxes and duties, and all required permits and/or licences.

53. SOFTWARE

If any Product provided under this Order is or includes software, paragraphs (A) through (F) of this clause apply:

- A. Seller shall warrant software Products for a period of 3 months, starting on the date of delivery to Buyer "Software Warranty Period".
- B. During the Software Warranty Period, Seller shall rectify any failure, defect or deficiency (whether foreseen or unforeseen, latent or otherwise) which may arise or be discovered subsequent to delivery to Buyer (or to Buyer's customer) at no additional cost to Buyer, except that Seller may impose a reasonable charge only to the extent that Seller can demonstrate to Buyer's satisfaction that the failure, defect or deficiency:
 - 1. arose out of the misuse of the software by Buyer;
 - 2. was caused by a third party; or
 - 3. was caused via operation with parts not supplied by Seller.
- C. All defects communicated by Buyer to Seller during the Software Warranty Period shall be

- promptly remediated to the satisfaction of Buyer. During the Software Warranty Period Seller shall actively participate with Buyer at no additional cost to assist Buyer to diagnose suspected or identified critical defects until the defect is remediated.
- D. Remediation of a defect shall, at Buyer's sole option, consist of:
1. cause of the defect is determined, documented, a defect remediation is implemented, and Seller is able to execute a positive acceptance test of that remediation;
 2. cause of the defect is determined, and documented, but Buyer elects not to implement the defect remediation; or
 3. cause of the defect is not determined but Buyer elects not to pursue remediation of the defect.
- E. If warranty action causes any part or whole of the deliverables to be not available for Buyer or Buyer's Customer's use within the Software Warranty Period, the Software Warranty Period shall be extended by the period of non-availability.
- F. In the event of an allegation, claim, suit, action or other proceeding against Seller and relating to intellectual property incorporating software, Seller shall procure, at Seller's expense, the right for Buyer to use the software and in the event that Seller does not (or cannot) do so, Buyer is entitled, at Buyer's discretion, to require Seller, at Seller expense, to:
1. make such alterations, modifications or adjustments so that the software becomes non-infringing without incurring a material diminution in performance or function; or
 2. replace the software with non-infringing substitutes provided that such substitutes do not entail a diminution in the performance or function; or
 3. refund to Buyer all amounts paid for the software upon the return of the software and all copies thereof to Seller.

54. QUALITY

Seller shall comply with the Buyer's quality assurance requirements published at <https://www.northropgrumman.com/suppliers/contracts/quality-documents/>, as updated and amended from time to time.

55. HAZARDOUS SUBSTANCES

All Products and Services provided under this Order must enable Buyer and its customer, and their respective Personnel, to make use of the Products and Services without being in breach of *Work Health and Safety Act 2011* (Cth) and *Work Health and Safety Regulations 2011* (Cth) ("WHS Legislation"). Unless otherwise agreed by Buyer, Products must not contain any hazardous substances as defined in National Occupational Health and Safety Commission Approved Criteria for Classifying Hazardous Substances (NOHSC:1008(2004)). Under no circumstances shall the Products emit fumes, liquids, solids, electromagnetic radiation, heat or noise which could be detrimental to Personnel, the environment or the operation of other equipment, except where this is consistent with the end-use and nature of the Products. Where Buyer has agreed to accept a Product with hazardous substance(s), that Product must be accompanied by a Safety Data Sheet that complies with the WHS Legislation and the Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals (<https://www.safeworkaustralia.gov.au/doc/model-code-practice-preparation-safety-data-sheets-hazardous-chemicals>). Seller shall not under any circumstances provide any Product that contains asbestos. Seller shall provide evidence of compliance with this clause upon request by Buyer.