

- 1. FORMATION OF CONTRACT.** This proposed purchase contract, which incorporates by reference these General Provisions and all other terms and conditions set forth in this proposed purchase contract, (collectively, the “Contract”) is Buyer’s offer to purchase the goods, services and/or other deliverables (collectively, the “Deliverables”) described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer’s Authorised Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer and Seller agrees that it shall not make any acceptance or counter-offer conditional upon any other contract or event. Seller’s commencement of performance or acceptance of this offer in any manner shall conclusively evidence acceptance of this offer as written. Seller’s provision of the Deliverables shall be governed solely by this Contract. Any reference to this Contract or any other document referred to or incorporated by reference into this Contract shall include any permitted variation, amendment or supplement to this Contract made pursuant to Article 4 “Changes”. All documents exchanged between the Parties pursuant to this Contract, including each and every purchase contract change, purchase contract acknowledgement, purchase order, advancement, shipment notice and invoice, shall be subject to the terms and conditions of this Contract. Buyer and Seller are sometimes referred to herein as a “Party” or collectively as the “Parties”.
- 2. SCHEDULE.**

 - a. Time is and shall remain of the essence in the performance of this Contract and Seller shall strictly adhere to the shipment or delivery schedules specified in this Contract.
 - b. In the event of any anticipated or actual delay, including delays attributed to labour disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimise the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer: (a) ship via air or other expedited routing, at no additional cost to Buyer, to avoid or minimise delay to the maximum extent possible; or (b) take such other action as directed by Buyer. Any added premium transportation costs are to be borne by Seller.
 - c. Seller shall not deliver Deliverables prior to the scheduled delivery dates unless authorised in writing by Buyer’s Authorised Procurement Representative.
- 3. PACKING AND SHIPPING.**

 - a. Seller shall pack the Deliverables to prevent damage and deterioration. Unless otherwise set forth in this Contract, Seller shall package the Deliverables in accordance with the requirements of Boeing Document D37522-6 “Supplier Packaging”. Buyer may charge Seller for damage to or deterioration of any Deliverables resulting from improper packing or packaging.
 - b. Unless otherwise specified in this Contract, the price includes transport charges for Deliverables sold Delivered Duty Paid (DDP) in accordance with INCOTERMS 2020.
 - c. Seller shall ship the Deliverables in accordance with the provisions as notified to Seller by Buyer in writing or if no notification is given, as set forth at:
<https://exostar.com/>.
 - d. Upon Buyer’s request, Seller shall identify packaging charges showing material and labour costs for container fabrication.
 - e. Title in the Deliverables shall pass to Buyer on delivery and risk in the Deliverables shall pass to Buyer following acceptance of the Deliverables in accordance with Article 12 “Acceptance and Rejection”.
 - f. If Seller delivers more or less than the quantity of Deliverables ordered and if such delivery is not part of an agreement to deliver the Deliverables in instalments, and Buyer accepts the delivery pursuant to Article 12 “Acceptance and Rejection”, a pro rata adjustment shall be made to the invoice for the Deliverables but only in respect of shortages. No pro rata adjustment shall be made to the invoice for the Deliverables in respect of an overage. Any rejected Deliverables shall be returnable at Seller’s risk and expense.
- 4. CHANGES.**

 - a. Buyer’s Authorised Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this Contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; (vi) terms and conditions of this Contract required to meet Buyer’s obligations under superior contracts or subcontracts, shall take effect from the date specified in the notice provided by Buyer to Seller; and (vii) if this Contract includes services, (a) description of services to be performed; (b) time of performance (e.g., hours of the day, days of the week); and/or (c) place of performance. Seller shall comply promptly with such direction. Except for the rights granted to Buyer under this Article 4, a change pursuant to this Article 4 shall not give rise to nor authorise any other modification of or amendment to the terms and conditions of this Contract.
 - b. If such change changes the cost or time required to perform this Contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the change. Buyer shall modify this Contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for

adjustment to Buyer's Authorised Procurement Representative in writing within 20 (twenty) days and deliver a fully supported proposal to Buyer's Authorised Procurement Representative within 60 (sixty) days after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Seller has the burden to support the amount of Seller's claim for equitable adjustment and Buyer shall have the right to verify the amount of Seller's claim in accordance with Article 18 "Financial Records and Audit". Failure of the Parties to agree upon any adjustment to price or schedule shall not excuse Seller from performing in accordance with Buyer's direction.

c. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorised Procurement Representative promptly in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Authorised Procurement Representative, Seller shall take no action to implement any such change.

5. **SUSPENSION OF WORK.**

a. Buyer's Authorised Procurement Representative may, by written order, suspend all or part of the work to be performed under this Contract for a period of time (the "Period") not to exceed 100 (one hundred) days. Within the Period, Buyer is entitled to: (i) cancel the suspension of work order; (ii) terminate this Contract in accordance with Article 6 "Termination for Convenience"; (iii) terminate this Contract in accordance with Article 7 "Termination for Default" if grounds for default exist; and/or (iv) extend the stop work period (provided that such extension shall not cause the Period to exceed 100 (one hundred) days in aggregate).

b. Seller shall resume work whenever a suspension is cancelled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Contract is not cancelled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the delivery schedule; and (iii) Seller submits a claim for adjustment within 20 (twenty) days after the date the suspension is cancelled.

6. **TERMINATION FOR CONVENIENCE.**

a. Buyer's Right to Terminate. Notwithstanding anything else in this Contract, Buyer may terminate all or part of this Contract for its sole convenience. In the event of such termination, Seller shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of Seller's Subcontractors (as such term is defined in Article 23.a.) to cease work; and (iii) take all reasonable steps to mitigate any loss arising from Buyer's exercise of its right under this Article.

b. Seller Compensation. Subject to any express terms of this Contract, within 90 (ninety) days' after the effective date of termination, Seller may submit to Buyer a claim to be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer have resulted from the termination, provided that Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided, any lost or anticipated profits or any unabsorbed indirect costs or overhead.

c. Buyer's Liability. Buyer shall have no liability to Seller where it exercises its termination right under Article 6.a., except for Seller's claim for compensation under Article 6(b). Buyer's total liability under the provisions of this Article shall not exceed the Contract price.

d. The provisions of this Article 6 shall not limit or affect the right of Buyer to cancel this Contract for default. Seller shall continue all work not terminated.

7. **TERMINATION FOR DEFAULT.**

a. Buyer may, by written notice to Seller, cancel all or part of this Contract if: (i) Seller fails to deliver the Deliverables within the time specified by this Contract or any written extension; (ii) Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either (i) or (ii), within 10 (ten) days after receipt of notice from Buyer specifying the failure, does not cure the failure or provide Buyer with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such 10 (ten) days and such plan is acceptable to Buyer's Authorised Procurement Representative; and/or (iii) immediately in the event: (a) of Seller's suspension of business; (b) an application is made to any competent Court for the winding up of Seller; (c) Seller is insolvent within the meaning of section 123 of the Insolvency Act 1986 or the Buyer reasonably believes that to be the case; (d) Seller passes a resolution that Seller shall be wound-up; (e) any competent Court makes an order that Seller shall be wound-up; (f) Seller is bankrupt; (g) Seller commences negotiation with all or any class of creditors with a view to rescheduling or compromising a debt; (h) a creditor of Seller enforces security; (i) a receiver, manager, administrator or administrative receiver for Seller's property or business is appointed; (j) Seller engages in any assignment, reorganization or arrangement for the benefit of its creditors; (k) Seller becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; (l) Seller becomes subject to a restructuring plan under Part 26A Companies Act 2006; or (m) Seller takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in (a) – (l) including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

- b. Seller shall continue work not terminated. If Buyer cancels all or part of this Contract in accordance with this Article, Seller shall be liable for Buyer's excess re-procurement costs.
- c. Buyer may require Seller to transfer title, including any Intellectual Property and deliver to Buyer, as directed by Buyer, any: (i) completed Deliverables; and (ii) any partially completed Deliverables and materials, parts, tools, dies, jigs, fixtures, plans, patterns, moulds, manufacturing gauges, test equipment, drawings, information and contract rights, together with any associated fixtures, fittings and software (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the terminated portion of this Contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customers have an interest.
- d. Buyer shall pay the price for completed Deliverables accepted. In addition, any payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with Article 6(b). Buyer may withhold from any amount due under this Contract any sum Buyer determines to be necessary to protect Buyer or Buyer's customers against loss because of outstanding liens or claims of former lien holders.
- e. If, after termination in whole or in part, it is determined that Seller was not in default, the rights and remedies of the Parties shall be as if the Contract had been terminated according to Article 6 "Termination for Convenience".
- f. Notwithstanding any other provision in this Contract, if Seller breaches Articles 23.d.; 18 "Financial Records and Audit"; 28.a.; or, otherwise acts in contravention of anti-corruption legislation, Buyer shall have the right to terminate this Contract without notice, with immediate effect and without incurring any liability.

8. **FORCE MAJEURE.**

- a. Force Majeure Event. For the purposes of this Contract, a "Force Majeure Event" shall mean: an act of nature; war; hostilities; fire at Seller's or Seller's Subcontractor's premises; which prevents or delays Seller from performing its obligations under this Contract. However, the following shall not constitute Force Majeure Events: strikes, lockouts and industrial disputes affecting Seller's workforce and/or the workforce of Seller's Subcontractors; any failure to secure a supplier or subcontractor or any failure or default of Seller's Subcontractors except to the extent that the failure or default is caused by an event or circumstance beyond the control and without the fault or negligence of Seller's Subcontractor; or any event attributable to the wilful or negligent act or omission of Seller or Seller's Subcontractor.
- b. Seller's Duty to Notify. Seller shall: (i) promptly and in any event within 5 (five) days of its commencement notify the Buyer of the nature, extent and anticipated duration of the Force Majeure Event, the expected impact of the Force Majeure Event on its ability to perform its obligations and the steps that it is taking pursuant to its obligation in Article 8.c.; (ii) promptly keep Buyer informed of all developments relating to the Force Majeure Event; and (iii) promptly and in any event within 2 (two) days of the cessation of the Force Majeure Event give notice to Buyer of that cessation.
- c. Seller's Duty to Mitigate. Seller shall use all reasonable endeavours to minimise the effects of the Force Majeure Event on its performance of this Contract.
- d. Unaffected Obligations. Seller shall continue to perform all of its obligations under the Contract which are not prevented or delayed by the Force Majeure Event.
- e. Termination. Where a Force Majeure Event continues for 180 (one hundred and eighty) days: (i) Buyer shall be entitled to terminate this contract in accordance with Article 7 'Cancellation for Default'; and (ii) Seller shall not be liable to Buyer for any excess re-procurement costs which would otherwise be payable to Buyer pursuant to Article 7.b., provided that Seller has complied with the provisions of Article 8(b).
- f. Buyer's Obligations. Buyer shall; (i) not be in breach of this Contract or otherwise liable to Seller for any failure to perform or delay in performing its obligations under this Contract to the extent that this is due to a Force Majeure Event affecting Seller; and (ii) have no obligation to pay Seller for any Deliverables, or any part, which Seller does not supply due to a Force Majeure Event.

9. **QUALITY CONTROL.** Subject to any express requirements set out in this Contract, Seller shall establish and maintain a quality control system acceptable to Buyer for the Deliverables. Seller shall permit Buyer to review and make copies of Seller's control systems, procedures, practices, processes and related documents to determine acceptability. Seller shall ensure that at all times it has the licences, permissions, authorisations, consents, approvals, certificates and permits required (i) to perform its obligations under this Contract; and (ii) for Buyer and Buyer's customers to enjoy the Deliverables.

10. **SELLER'S NOTICE OF DISCREPANCIES.** Seller shall promptly notify Buyer in writing when discrepancies in Seller's process, including any violation of or deviation from Seller's approved inspection/quality control system, or Deliverables are discovered or suspected regarding Deliverables delivered or performed and/or to be delivered or performed under this Contract, including the quantity and specific identity of any impacted Deliverables.

11. **INSPECTION.**

- a. Buyer's Rights of Inspection. Buyer may, at no additional cost, (i) subject Deliverables to inspection, surveillance, review and test at reasonable times and places, including Seller's Subcontractors' premises; (ii) review Seller's procedures, practices, processes and related documents related to quality assurance, quality control, flight, product and services safety, certification and configuration control; and (iii) visit Seller's

and Seller's Subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract, including production, schedule and quality. Any Buyer representative shall be allowed access to all areas used for the performance of the Contract. Buyer or Buyer's agents shall perform inspections, surveillance and tests so as not to unduly delay Seller's performance under this Contract. Seller shall and shall ensure that Seller's Subcontractors shall not impose pre-conditions, restrictions and/or prohibitions on Buyer's exercise of its rights pursuant to this Article 11.a., except to the minimum extent required by applicable law.

b. Inspection System. Seller shall maintain an inspection system acceptable to Buyer for the Deliverables.

c. Facilitation of Buyer's Inspection. If Buyer performs an inspection, surveillance, review or test on the premises of Seller or Seller's Subcontractors, Seller shall furnish, and require Seller's Subcontractors to furnish, without additional charge to Buyer, reasonable facilities and assistance for the safe and convenient performance of such inspection or test.

d. Rights of Buyer's Customers and Regulators. Buyer's rights under Article 11.a. shall extend to the Buyer's government customers and regulators. Buyer may by prior written notice from Buyer's Authorised Procurement Representative, extend such rights to Buyer's customers and to agencies or instrumentalities of foreign governments equivalent in purpose to the United Kingdom Civil Aviation Authority or Military Aviation Authority. Seller shall cooperate with any such government, regulator or customer-directed inspection, surveillance, test or review without additional charge to Buyer. Nothing in this Contract shall be interpreted to limit United States Government or United Kingdom Government access to Seller's facilities pursuant to law or regulation.

e. All Deliverables are subject to inspection at Buyer's premises notwithstanding any payments or other prior inspections or prior acceptances.

f. If following any inspection or testing Buyer considers that the Deliverables do not conform or are unlikely to comply with the requirements of this Contract, Buyer shall inform Seller and Seller shall at no additional cost to Buyer immediately take such remedial action as required by Buyer to ensure compliance.

g. Notwithstanding any inspection or testing, whether or not successful, Seller shall remain fully responsible for the Deliverables and any such inspection, testing or acceptance shall not diminish or relieve Seller from any obligation or liability imposed on Seller under or by virtue of this Contract, and Buyer shall have the right to conduct further inspections and tests after Seller has carried out its remedial actions and until the Deliverables are finally accepted by Buyer.

h. During this Contract and for a period of 7 (seven) years thereafter, Seller shall keep and maintain all records specified in and connected with the Contract (expressly or otherwise). Upon Buyer's request, Seller shall make available for inspection, and shall allow Buyer to make copies of, and take excerpts from, all such records and data.

12. ACCEPTANCE AND REJECTION.

a. Buyer shall accept the Deliverables or give Seller notice of rejection due to any defect or non-conformance with the Contract within a reasonable time after the date of delivery. No payment, inspection, test, delay or failure to inspect or test or failure to discover any defect or other non-conformance shall relieve Seller of any obligations under this Contract or impair any rights or remedies of Buyer, including revocation of acceptance.

b. Buyer may revoke acceptance and reject the Deliverables as though they had not been accepted should: (i) Buyer accept defective Deliverables on the stated assumption that Seller would cure the defect but in respect of such Deliverables, Seller fails to cure such defect within the time frame specified by Buyer; (ii) Buyer accepts the Deliverables but then subsequently discovers a defect in the Deliverables which was not reasonably discoverable by Buyer at the time of acceptance; or (iii) Buyer discovers a defect in the Deliverables in respect of which Seller provided Buyer assurances as to conformance prior to Buyer's acceptance.

c. If Seller delivers defective or non-conforming Deliverables, Buyer may at its option and at Seller's expense: (i) require Seller to promptly correct or replace the Deliverables; (ii) return the Deliverables for credit or refund; (iii) correct the Deliverables; or (iv) obtain replacement Deliverables from another source. Return to Seller of defective or non-conforming Deliverables and redelivery to Buyer of corrected or replaced Deliverables shall be at Seller's expense.

d. Seller shall not redeliver corrected or rejected Deliverables without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed as Buyer's Authorised Procurement Representative may reasonably direct.

e. The rights and remedies contained in this Contract shall extend to any Deliverables supplied by Seller which are substituted, remediated, repaired or replaced.

13. WARRANTY.

a. Seller's Warranties. Seller warrants, represents and shall ensure that:

i. All Deliverables: (a) conform to any sample and their description and be of satisfactory quality and be fit for any purpose held out by Seller or made known to Seller expressly or by implication; (b) conform to all express and impliedly made known specifications and requirements

of this Contract; (c) be free from defects in materials and workmanship and conform to all generally recognised commercial practices and standards in the industry; (d) be performed by persons who are experienced and skilled in their profession and in accordance with industry standards; and (e) be free from liens or encumbrances.

ii. All Deliverables are free from design and specification defects (even to the extent that Buyer approves such designs or specifications) to the extent such Deliverables are not manufactured pursuant to detailed designs and specifications furnished by Buyer.

iii. All Deliverables do not: (a) contain any viruses, disabling code, ransomware, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine that may: (i) damage, destroy or alter any software or hardware; (ii) reveal, damage, destroy, make any unauthorised copies of, or alter any data; (iii) disable or limit any hardware, software or firmware; and/or (iv) permit unauthorised access to any hardware, software or firmware; (b) contain, include or link to any third party software (including software that may be considered in the public domain, free software or open source software) or software that: (i) may require any software to be identified, published, accessed or otherwise made available without the consent of Buyer; and/or (ii) may require distribution, copying or modification of any software free of charge; (iii) may require disclosure, license or redistribution of source code; (iv) may require the grant of rights in excess of those granted by Buyer in its standard end user licence agreements; (v) may require that others have the right to modify the code; or, (vi) may impose additional requirements on redistribution such as inclusion of additional licence agreements for specific code modules; and (c) infringe or misuse any Intellectual Property (as such term is defined in Article 22.a.) of any third party.

iv. All Deliverables contain any necessary product certification markings and other prescribed information (the "marking") and that the marking has been marked on the packaging in accordance with the relevant regulations.

b. Duration of Seller's Warranties. Seller's warranties, representations and other promises under Article 13.a. (the "warranties"), shall survive inspection, test, acceptance of, and payment for, the Deliverables. The warranties to the extent that they relate to performance of Deliverables shall be continuing warranties arising anew every day until the later of: (i) 1 (one) year after the date of final acceptance, or any subsequent final acceptance that is consequential to the provisions of Article 12.b.; or (ii) any such other period as agreed and set forth in this Contract. The warranties under Article 13.a. shall run to Buyer, its successors, assigns and Buyer's customers and Buyer has the right to transfer the benefit of the warranties and the right to enforce such directly to such persons.

c. Buyer's Remedies. In the event of any defect or nonconformance, but without limiting any other rights or remedies that Buyer may have, Buyer may at Seller's expense: (i) require prompt correction, reperformance or replacement of the Deliverables; (ii) return the Deliverables for credit or refund; or (iii) make an equitable adjustment in the price of this Contract. Return to Seller of defective or non-conforming Deliverables and redelivery or reperformance of corrected, reperfomed or replaced Deliverables shall be at Seller's expense. Deliverables required to be corrected, reperfomed or replaced shall be subject to the requirements of this Contract in the same manner and to the same extent as Deliverables originally delivered or performed under this Contract, but only as to the corrected, reperfomed or replaced part or parts thereof. Even if the Parties disagree about the existence of a breach, Seller shall promptly comply with Buyer's direction to: (i) repair, rework, reperform or replace the Deliverables; and/or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the Parties later determine that Seller did not breach, the Parties shall equitably adjust the Contract price.

14. COUNTERFEIT PARTS PREVENTION.

a. Seller shall not furnish Counterfeit Parts to Buyer, which are defined as unauthorised copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as specified genuine parts of an original or authorised manufacturer. Counterfeit Parts can include the false identification of grade, serial number, lot number, date code, documentation, performance characteristics or the representation of used parts as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.

b. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and inclusion in the Deliverables. Seller's Counterfeit Parts prevention processes shall address the following: (i) training of appropriate persons in the awareness and prevention of Counterfeit Parts; (ii) application of a parts obsolescence monitoring program; (iii) controls for acquiring externally provided product from original or authorised manufacturers, authorised distributors, or other approved sources; (iv) requirements for assuring traceability of parts and components to their original or authorised manufacturers; (v) verification and test methodologies to detect counterfeit parts; (vi) monitoring of counterfeit parts reporting from external sources; and (vii) quarantine and reporting of suspect or detected counterfeit parts, including preventing re-entry into the supply chain.

c. If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 (revision as of the effective date of this Contract).

d. If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts

to Buyer, Seller shall promptly, but in no case later than 30 (thirty) days from discovery, notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts with Deliverables that conform to the requirements of this Contract. Seller shall be liable for all costs incurred by the Buyer as a result of the Seller's provision of Counterfeit Parts or Suspect Counterfeit Parts including any testing or validation costs necessitated by the installation of Deliverables in replacement of Counterfeit Parts or Suspect Counterfeit Parts.

e. Seller bears responsibility for procuring authentic parts or items from Seller's subcontractors and shall ensure that all Seller's subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article 14, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

15. NOT USED.

16. INVOICES AND PAYMENT.

a. Invoices.

i. Unless otherwise authorised by Buyer's Authorised Procurement Representative, Seller shall issue a separate original invoice for each delivery of Deliverables that shall include Buyer's Contract number and line item number. Unless freight or other charges are itemised, Buyer may take any offered discount on the full amount of the invoice. Seller shall forward its invoice to the address specified elsewhere in this Contract.

ii. Buyer will consider and verify such invoice within a reasonable period. Where Buyer does not verify Seller's invoice within a reasonable period, Seller's invoice shall be regarded as valid and undisputed. Seller shall include the substance of this Article 16.a.ii., including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

b. Payment. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery of Deliverables date, the actual delivery of Deliverables date or the date of receipt of a correct invoice. Payments shall be processed on the next payment system run following the computed payment due date. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due to Seller. Payment shall be subject to the standard payment process and adjustment process set forth elsewhere in this Contract or as set forth at: <https://www.boeingssuppliers.com/>.

c. Payment Terms. Unless otherwise stated, payment under this Contract is due in Great British Pounds (sterling) within 30 (thirty) days of receipt by Buyer of an undisputed invoice submitted and approved in accordance with Article 16.a.

d. Late Payment. If Buyer fails to pay any amount properly due and payable by it under this Contract, Seller shall have the right to charge interest on the overdue amount at the rate of 4 (four) per cent per annum above the Official Bank Rate for the time being of Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The payment of interest on outstanding amounts, shall not apply to payments that Buyer disputes in good faith.

e. Seller Pricing. Seller warrants, represents and shall ensure that the price for the Deliverables is the current list price or, in the case of non-commercially available Deliverables, a price that would be reasonable and fair if the Deliverables were to be made commercially available, less any specifically negotiated discounts. Seller agrees that any price reduction for the Deliverables subsequent to its placement but prior to date of delivery thereof shall be applicable to it.

f. Seller Pricing Records. Seller shall supply any supporting information reasonably required by Buyer to substantiate invoices and clarify the relevant charges as set out in an invoice submitted by Seller pursuant to Article 16.a. Any failure to supply such information shall entitle Buyer to withhold payment in respect of that part not substantiated or clarified until such information is produced to the reasonable satisfaction of Buyer, and such withheld amount shall constitute a disputed payment for purposes of this Contract.

17. TAXES. Unless this Contract specifies otherwise and subject to Articles 17.a., b. and c., the price of this Contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable value added taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

a. **Value Added Tax.**

i. Unless otherwise stated, all prices in this Contract are exclusive of Value Added Tax (VAT).

ii. If the supplier of a supply made under or in connection with this Contract is liable by applicable law to pay VAT on the supply, the consideration otherwise payable by the recipient of the supply shall be increased by an amount equal to the VAT paid or payable by the supplier.

iii. Each Party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other Party to claim any input tax credit, set-off, rebate or refund in relation to any amount of VAT paid or payable in respect of any supply under this Contract.

b. **Withholding Taxes.**

i. If either Party is required by law to make a deduction or withholding from any sum payable

under or in connection with this Contract, the Party shall promptly notify the other Party of the withholding requirement.

ii. Where a liability exists for such a deduction or withholding from any sum payable, the withholding Party shall pay to the other Party such gross amount that after payment of such tax would result in the receipt by the other Party of any and all payments in this agreement exclusive of taxes. Within 30 (thirty) days of making the payment to the relevant authority, the Party making the withholding or deduction shall provide the other Party with an original or certified copy of a receipt evidencing the payment to the relevant authority.

iii. Where an amount previously withheld or deducted as contemplated above is subsequently refunded, credited or otherwise returned to the withholding Party, the withholding Party shall immediately pass on the benefit to the other Party.

c. **Plastic Packaging Tax.**

i. Seller warrants, represents and shall ensure that it and the Deliverables have and shall comply with Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021 ("PPT Legislation"), and Plastic Packaging Tax ("PPT") shall be construed accordingly.

ii. Seller shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

iii. The Contract price includes any PPT that may be payable by the Seller in relation to the Contract.

iv. Seller and Seller's subcontractors shall maintain all records relating to PPT including:

- (a) confirmation of the tax status of any plastic packaging component;
- (b) documents to confirm that PPT has been properly accounted for;
- (c) product specifications for the packaging components; and
- (d) copies of any certifications or audits that have been obtained or conducted in relation to the provision of plastic packaging components (together, "PPT Records").

v. Buyer shall have the right to examine and audit the PPT Records.

vi. Seller shall provide to Buyer any information that Buyer may require from Seller for Buyer to comply with any obligations it may have under the PPT Legislation within a reasonable period.

18. FINANCIAL RECORDS AND AUDIT. Seller shall retain all financial records and documents pertaining to the Contract during the performance of the Contract and for a period of no less than 3 (three) years after final payment. Such records and documents shall date back to the time this Contract was entered into and shall include catalogues, price lists, invoices, underlying data and basis for cost estimates, and inventory records. Seller shall provide to Buyer all information supporting Seller's claims pertaining to pricing, incurred costs and proposed costs, including Seller's invoices for cost reimbursement, claims arising out of a termination or partial termination of this Contract or out of some other dispute, and Seller's proposals under Article 4, "Changes" of this Contract that involve unique claims (e.g., obsolescence costs), which must be verified by audit. Buyer shall have the right to examine, reproduce and audit all such Seller records. Seller shall promptly provide Buyer (at Seller's cost) with all assistance and information required to enable Buyer to respond to any government customer or regulator directed audit or examination.

19. SELLER FINANCIAL REVIEW. Seller shall provide financial data as specified below, on a quarterly basis or as requested to Buyer for credit and financial condition reviews by Buyer's Enterprise Credit Risk office. If Seller is required to file reports with any regulatory authority or stock exchange (the "Authority"), said data shall be limited to the data contained in Seller's periodic reports to the Authority. Copies of such data are to be made available within 72 (seventy two) hours of any written request by Buyer. All such information shall be treated as confidential. In the event that Seller does not submit financial statements to the Authority or is no longer required to do so during the term of this Contract, Seller shall provide financial data on a quarterly basis to Buyer's Enterprise Credit Risk office. Such financial data shall include at a minimum, balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within 72 (seventy two) hours of any written request by Buyer. All such information shall be treated as confidential.

20. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS.

a. Subject to any other relevant terms contained in this Contract, Buyer and Seller shall each keep confidential and protect from unauthorised use and disclosure all (i) confidential, proprietary and/or trade secret (as defined in Regulation 2 of the Trade Secrets (Enforcement, etc) Regulations 2018) of a Party or third party disclosed by a Party; (ii) software provided under this Contract in source code form or identified as subject to this Article 20; and (iii) tooling identified as subject to this Article 20: in each case that is obtained, directly or indirectly, from the other Party in connection with this Contract or Buyer's contract with its customer, if any, (collectively referred to as "Proprietary Information and Materials"). Proprietary Information and Materials excludes information that is, as evidenced by competent records provided by the receiving Party, (i) known to the receiving party or lawfully in the public domain in the same form as disclosed hereunder, (ii) disclosed to the receiving Party without restriction by a third party having the right to disclose it, or (iii) developed by the receiving Party independently without use of or reference to the disclosing Party's

Proprietary Information and Materials.

b. Buyer and Seller shall use Proprietary Information and Materials disclosed by the other Party only to perform and for the purpose of this Contract, other contracts between the Parties, and Buyer's contract with its customer, if any, and shall not disclose such Proprietary Information and Materials to any third party except as expressly set forth herein. Buyer may also, at any time, use, reformat, copy or disclose Seller's Proprietary Information and Materials to: (i) fulfil Buyer's obligations under this Contract, other contracts with Seller, and Buyer's contract with its customer, if any; (ii) test, certify, use, sell or support Deliverables delivered under this Contract or Buyer's product containing such Deliverables; (iii) evaluate Seller products and proposals, develop solicitations for Seller products and develop interfaces or parameters for Boeing products; (iv) perform or obtain data analysis or risk mitigation; (v) obtain data storage, hosting and other outsourced services and (vi) ensure regulatory or legal compliance. Any such disclosure by Buyer shall, when appropriate, include a suitable restrictive legend.

c. Seller may disclose Proprietary Information and Materials of Buyer to Seller's Subcontractors as required to perform this Contract, provided that (i) Seller includes a suitable restrictive legend on such disclosures, and (ii) such subcontractor has agreed in writing to obligations no less restrictive than those imposed upon Seller under this Article. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor.

d. A Party may disclose received Proprietary Information and Materials in response to a subpoena or court order provided that the receiving Party has used reasonable efforts to give the disclosing Party advance written notice of such requirement to allow the disclosing Party to: (i) seek a protective order or other remedy; (ii) consult with respect to resisting or narrowing the scope of such requirement; or (iii) modify or waive compliance with this Article. If such protective order or remedy is not timely obtained, the receiving Party shall use commercially reasonable efforts to disclose only Proprietary Information and Materials legally required to be disclosed and to require confidential treatment of such disclosure.

e. Upon Buyer's request, and in any event upon the completion, termination or cancellation of this Contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless Buyer specifically directs otherwise in writing. Seller shall not (i) dispose of (as scrap or otherwise) any Deliverables, parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Buyer Proprietary Information and Materials or (ii) without a separate license agreement or written approval from Buyer, make, use, or sell any Deliverables, parts or materials containing, conveying, embodying or made in accordance with or by reference to Proprietary Information and Materials of Buyer except as required to perform this Contract. Prior to disposing of such Deliverables, parts or other materials as scrap, Seller shall render them unusable.

f. The provisions of this Article 20 are effective notwithstanding any restrictive legends or notices on Proprietary Information and Materials and shall survive the completion, termination or cancellation of this Contract. Buyer shall have the right to audit Seller's compliance with this Article 20.

21. INTELLECTUAL PROPERTY INDEMNITY.

a. Seller shall indemnify, keep indemnified, defend and hold harmless Buyer and Buyer's customers from and against all expenses, contingent liabilities, liabilities, injuries, losses, damages, claims, demands, proceedings, awards (including awards based on intentional infringement of patents), judgments and legal costs (on a full indemnity basis) whether arising in tort (including negligence), breach of contract, breach of statutory duty, collaterally or otherwise which Buyer and/or Buyer's customers incur or suffer (or may incur or suffer) as a result of any actual, suspected or alleged infringement and/or misuse of any English or foreign Intellectual Property right arising out of the manufacture, reproduction, offer for sale, import, sale, use or other distribution of Deliverables by Buyer or Buyer's customers. Buyer and/or Buyer's customers shall notify Seller of any such claim, suit or action. Seller shall, at its own expense, fully defend such claim, suit or action and Buyer shall have the right to participate in the defence at its own expense.

b. Seller shall have no obligation under this Article 21 to indemnify Buyer for infringement arising from: (i) the compliance of Seller's new product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications except that Seller shall not be granted such relief where it had or should reasonably have had knowledge that such specification compliance would have or might reasonably have been expected to have resulted in such infringement or the infringement arises out of adherence to industry standards or regulatory requirements; or (ii) use, import, offer for sale and/or sale of Deliverables for other than their intended application when such infringement would not have occurred from the use, import, offer for sale or sale of those Deliverables solely for the purpose for which they were designed or sold by Seller.

c. If any element of the Deliverables becomes, or in Seller's and/or Buyer's reasonable opinion is likely to become, the subject of an infringement claim, Seller shall promptly notify Buyer and, at its own expense and in addition to any obligation of Seller to indemnify Buyer and Buyer's customers in relation to such claim: (i) acting promptly, procure for Buyer (and where relevant Buyer's customers) the right to continue using the relevant Deliverables that are subject to the infringement claim on terms which are acceptable to Buyer; and (ii) if Seller cannot comply with the requirements of Article 21.c.i. within a reasonable period, replace or modify the relevant Deliverables with non-infringing substitutes provided that: (a) the performance and functionality of the replaced or modified Deliverables is at least equivalent to the performance and functionality of the original Deliverables; (b) the replaced or modified Deliverables do not have an adverse

effect on the environment within which Deliverables are utilised; (c) there is no additional cost to Buyer; and (d) the terms of this Contract shall apply (including the indemnity contained in Article 21.a. to the replaced or modified Deliverables.

22. INTELLECTUAL PROPERTY.

a. Definitions:

Intellectual Property or ("IP") means inventions, discoveries and improvements; know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software.

"IP Rights" means all worldwide common law and statutory rights to the IP, including rights under patents, industrial designs, trade secrets, copyrights and mask work registrations.

"Background IP" means all IP and IP Rights owned or controlled by Seller prior to the effective date or outside the scope of this Contract.

"Foreground IP" means IP and IP Rights conceived, developed or created by, for or with Seller either alone or with third parties, in the performance of this Contract, including modifications to any Buyer Specification suggested by Seller.

"Buyer Specifications" means performance specifications, specification control documentation, interface control documents, schematics, definitions, configurations, and certification data, and all IP Rights therein, used or intended to be used by Boeing: (i) to establish and define (1) requirements for the Deliverables and associated processes, service level, system specification, certification, and configuration; and (2) architecture descriptions for the Deliverables and associated processes, service, and system; and (ii) to procure and certify Deliverables or similar products and to assure integration of the Deliverables or similar product with a Boeing product or other systems and equipment included in a Boeing product.

b. Seller-Owned IP. Seller shall retain ownership of its Background IP and of any Foreground IP not assigned to Buyer pursuant to Article 22.d. below (collectively, the "Seller-Owned IP"). Seller grants to Buyer an irrevocable, nonexclusive, sublicensable, perpetual, paid-up, royalty-free, worldwide license to exercise all IP Rights in Seller-Owned IP solely to the extent that such Seller-Owned IP would otherwise interfere with Buyer's, or its suppliers', or customers' use or enjoyment of the Deliverables, Buyer Specifications or Buyer-owned IP. In addition, if Buyer cancels all or part of this Contract for Seller default in accordance with Article 7 of this Contract, Seller hereby grants Buyer the right to exercise all IP Rights in Seller-Owned IP for the purpose of preventing interruptions to or stoppage of Boeing's production lines or delivery of Buyer's products to Customers.

c. Third Party IP. If Seller incorporates third-party IP into any contract deliverable, Seller shall obtain for Buyer at least the license rights granted in Article 22.b. in such third-party IP, at no additional cost to Buyer and hereby grant such rights to Buyer.

d. Foreground IP. This Article 22.d shall not apply to unmodified commercial off-the-shelf Deliverables. If Deliverables are developed, modified or redesigned pursuant to this Contract then the paragraphs below apply.

i. All Foreground IP shall be the exclusive property of Buyer except as set forth in subparagraph (iv) below.

ii. Seller hereby irrevocably assigns to Buyer all right, title and interest in the Foreground IP for no additional charge. Seller shall protect Foreground IP as Proprietary Information and Materials under this Contract and shall mark documents or portions of documents containing Foreground IP as "Boeing Proprietary" information or as otherwise directed by Buyer in writing.

iii. Seller shall, within 2 (two) months after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to Buyer all inventions assigned hereunder, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments, and assist as Buyer reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign Buyer's Foreground IP rights. If Seller does not or cannot execute instruments or assist Buyer as described above, Seller hereby irrevocably appoints Buyer and any of Buyer's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.

iv. Articles 22.d.ii. and iii. above shall not apply to any Foreground IP to the extent that the development of such Foreground IP was performed with funding received by Buyer under a United States Government or United Kingdom Government procurement.

e. Buyer-Owned IP. Buyer shall retain ownership of all Buyer IP provided hereunder, including the Buyer Specifications, and of any Foreground IP assigned to Buyer pursuant to Article 22.d. above (collectively, the "Buyer-Owned IP"). Buyer grants to Seller a non-exclusive, royalty-free right during the term of this Contract to exercise all IP Rights in the Buyer-Owned IP solely as necessary for Seller to perform its obligations under this Contract. Seller shall not, without Buyer's prior written consent, use Buyer-Owned IP or any derivative works of any of the Buyer-Owned IP in any manner not authorised under this Contract, including, but not limited to, developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilises or is enabled by Buyer-Owned IP.

23. ASSIGNMENT, DELEGATION, SUBCONTRACTING AND CHANGE OF CONTROL.

a. Seller shall not: (i) novate this Contract; (ii) transfer or assign (or purport to transfer or assign) any of its rights or interests in this Contract; (iii) delegate performance of this Contract; and/or (iv) subcontract all or substantially all of its performance of this Contract, in each case without Buyer's prior written consent. Seller may assign its right to monies due or to become due. Seller shall be liable for the acts and/or omissions of Seller's Subcontractors in relation to this Contract as if such acts and omissions were performed or omitted by Seller. "Subcontractor" means each of Seller's agents, delegates, suppliers, subcontractors, independent contractors and associated companies, in each case at any tier who supports Seller in respect of the Contract.

b. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment, delegation or subcontracting. This Article 23 does not limit Seller's ability to purchase standard commercial supplies or raw materials.

c. Buyer may at any time assign, transfer, charge, novate, subcontract, or deal in any other manner with all or any of its rights under this Contract and may subcontract or delegate in any manner any or all of its obligations under this Contract to any third party or agent and Seller hereby provides consent in advance to such assignment, transfer, novation, subcontracting or dealing.

d. Seller shall notify Buyer in writing promptly, and in no case greater than 10 (ten) business days following a Change of Control, as defined below, of Seller. Within 30 (thirty) business days of Buyer's receipt of any Change of Control notification contemplated above, or such longer period of time as the Parties may agree, Buyer shall provide written notice to Seller of its approval or rejection of Seller's Change of Control, such approval or rejection being determined at Buyer's absolute discretion. In the event Buyer provides notice of rejection of a Change of Control request or in the event Seller fails to notify Buyer of a Change of Control in accordance with this Article 23, Buyer, at Buyer's election, may terminate this Contract in accordance with Article 7 "Termination for Default." For the purposes of this Article 23, a "Change of Control" shall occur in respect of a person where: (i) control, having the meaning set out in sections 450 and 451 of the UK Corporation Tax Act 2010, of that person is obtained, whether directly or as a result of obtaining control of one or more other persons, by any person, either alone or together with persons acting in concert with it, as such expression is defined in the Takeover Code, who did not at the date of this Contract hold control, whether directly or as a result of having control of one or more other persons, of that person; or (ii) a person who has control, whether directly or as a result of having control of one or more other persons, of that person at any time during the term of this Contract ceases to have control, whether directly or as a result of having control of one or more other persons, of that person.

24. PUBLICITY AND CUSTOMER COMMUNICATION.

a. Without Buyer's prior written approval, such approval being refused at Buyer's absolute discretion, Seller shall not, and shall ensure that Seller's Subcontractors shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Contract or the Deliverables or program to which it pertains. Seller shall be liable to Buyer for any breach of such obligation by Seller's Subcontractors.

b. Except as otherwise expressly provided in this Contract, Buyer shall be responsible for all coordination and communication with Buyer's customers regarding this Contract or the Deliverables or programme to which it pertains. Seller shall have no communications regarding the foregoing with Buyer's customers without Buyer's advance written approval and coordination.

25. BUYER'S PROPERTY. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction or damage of such property howsoever caused while in Seller's possession, custody or control, including any transfer to Seller's Subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss, destruction or damage. Seller shall not use such property other than in performance of this Contract without Buyer's prior written consent. Seller shall and shall ensure that Seller's Subcontractor's use suitable precautions to prevent any damage, loss or destruction to Buyer's property. If Seller fails to do so, Buyer may implement such precautions and recover such amounts from Seller as a debt payable on demand. Seller shall notify Buyer's Authorised Procurement Representative if Buyer's property is lost, damaged or destroyed. As directed by Buyer's Authorised Procurement Representative, upon completion, change, termination or cancellation (in each case whether in whole or in part) of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered Deliverables, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this Article 25 limits Seller's use, in its direct contracts with the United Kingdom Government, of property in which the United Kingdom Government has an interest. Where property of the United Kingdom Government is utilised by Seller in the performance of or in accordance with this Contract, any reference to "Buyer" in this Article 25 shall also include the United Kingdom Government.

26. OFFSET CREDITS / INDUSTRIAL PARTICIPATION BENEFITS.

a. To the exclusion of all others, Buyer or its assignees and successors shall be entitled to all industrial participation benefits and social value or offset credits which might result from this Contract.

b. Upon the request of Buyer or any relevant government authority Seller shall be required to confirm, provide or submit any information or documentation (including the value of work subcontracted offshore, the

total subcontract value, identification of the foreign content of Deliverables that Seller either produces itself or procures from Seller's Subcontractors and the defence or military nature of the work): (i) requested to support any industrial participation benefits, social value submissions or offset credit claim of Buyer or an assignee; or (ii) as required under applicable law, regulations, industry convention or industry custom and practice.

c. Seller shall use its best efforts to cooperate with Buyer in the fulfilment of any industrial participation benefits, social value commitment, offset credits, co-production or similar obligations to certain foreign governments that Buyer or any assignee may have accepted as a requirement for the sale of products to foreign customers.

27. NOT USED.

28. BUSINESS CONDUCT.

a. **Compliance with Laws.**

i. Seller's Compliance with Laws. Seller warrants, represents and shall ensure that it and the Goods have and shall comply with all applicable laws and government rules, regulations, authorizations and orders.

ii. Trade Control Compliance. The Parties shall comply with all applicable export, import and sanctions laws, regulations, decrees, orders, policies and authorizations applicable to the export (including re-export) or import of goods, software, technology, or technical data or services (including the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonised Tariff Schedule, the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control and the UK Export Control Act 2002 (collectively, "Trade Control Laws")). Seller warrants, represents and shall ensure that it has and keeps in place an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request. Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer any export-controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's Subcontractors, without providing advance notice to Buyer and obtaining the requisite export and/or import authority. Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

iii. Anti-Corruption Compliance. Seller and the Goods shall comply with all applicable laws relating to anti-corruption or anti-bribery (including the UK Bribery Act 2010 (the "UKBA") as if such activity, practice or conduct has been carried out in the UK, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" and the US Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1, et. seq.) regardless of whether Seller is within the jurisdiction of the United States). Seller warrants, represents and shall ensure that it: (a) has and keeps in place adequate procedures to prevent bribery by any of Seller's "Associated Person(s)" (as such term is defined in the UKBA and Seller will enforce them where appropriate). Seller shall immediately notify Buyer and provide Buyer with such information as Buyer may so request, if Seller becomes aware of any credible allegation of non-compliance (or in the case of an allegation of non-compliance made by a department, agency or instrumentality of government, any allegation of non-compliance) with any anti-bribery or anti-corruption laws by Seller and/or any of Seller's Associated Person(s).

iv. Notification of Seller's Non-Compliance. Seller shall immediately notify Buyer and provide Buyer with such information as Buyer may so request, if Seller becomes aware of any credible allegation of non-compliance (or in the case of an allegation of non-compliance made by a department, agency or instrumentality of government, any allegation of non-compliance) with any applicable law by Seller in relation to this Contract.

v. Flowdown. Seller shall incorporate into any contracts with Seller's Subcontractors obligations no less restrictive than those set forth in this Article 28.a. requiring compliance with all applicable Trade Control Laws and all applicable laws relating to anti-corruption or anti-bribery.

b. **Modern slavery:** Seller will not, and will procure that any other persons who perform services or supply goods for or on behalf of it in connection with the Contract will not engage in any practice or omit to do any act or thing that amounts to modern slavery as defined under the Modern Slavery Act 2015 ("Modern Slavery Practice"). Buyer has adopted a Supplier Code of Conduct that outlines expected values and behaviours for all suppliers, including their employees, agents, or subcontractors. This code may be downloaded at https://www.boeing.com/principles/Boeing_Supplier_Code_of_Conduct.pdf. Seller will adopt and enforce concepts, values and behaviours consistent with those embodied in the Supplier Code

of Conduct. Seller shall: (i) conduct proper checks on its own suppliers and sellers and all persons employed or engaged on or in connection with the Contract to ensure that they do not engage in any Modern Slavery Practice; (ii) provide Buyer (at Seller's cost) with assistance and information to enable Buyer to prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015; and (iii) permit Buyer to have such access on request to Seller's premises, personnel, systems, books and records as Buyer may reasonably require to verify Seller's compliance with this clause. Seller shall immediately give written notice to the Buyer upon a breach, or suspected breach, of any of its obligations referred to in this Article 28(b) occurring. The notice will set out full details of the breach or suspected breach or non-compliance. Any Modern Slavery Practice or other contraventions of law by Seller relating to basic working conditions and human rights in the performance of work under this Contract may be considered a breach of this Contract for which Buyer may elect to cancel any open orders between Buyer and Seller, for cause, in accordance with Article 7 "Termination for Default". Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

c. **Environmental Health and Safety Performance and Reach Compliance.**

i. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Buyer expects that Seller's EMS shall promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this Article 28.c. to Seller's Subcontractors.

ii. Seller warrants, represents and shall ensure that it complies with Retained EU Regulation (EC) No 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals ("UK REACH Regulation") as amended;

iii. Seller shall provide to Buyer with each shipment the following information and data: (i) for any "substance" or "mixture" in the shipment, a "safety data sheet" conforming to the requirements of article 31 of the UK REACH Regulation; and (ii) for any "article" in the shipment that contains a "substance" listed on the "candidate list" in a concentration above 0.1% weight by weight, the identity of each such "substance" and such other information as may be required to allow safe use of the "article" as set forth in article 33 of the UK REACH Regulation, (the terms "substance", "mixture", "article", "candidate list", and "safety data sheet" shall have the same meaning as are given those terms in the UK REACH Regulation and the list of substances currently on the candidate list can be found at <http://echa.europa.eu/web/guest/candidate-list-table>.)

iv. Seller warrants, represents and shall ensure that each item in each shipment delivered pursuant to this Contract conforms to and shall be compliant with the restrictions included in Annex XVII of the UK REACH Regulation and/or is otherwise authorised for use in accordance with Annex XIV of the UK REACH Regulation (in each case where relevant).

v. Seller shall promptly notify Buyer's Authorised Procurement Representative in the event that it becomes aware of any new information or data relevant to sub-articles (ii) and (iii) above.

d. **Work Transfer.** Seller shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Buyer's prior written approval.

e. **Conflict Minerals.** Seller shall, no later than 30 (thirty) days following each calendar year in which Seller has delivered any Goods to Buyer, under this Contract or otherwise, complete and provide to Buyer a single and comprehensive Conflict Minerals Reporting Template, using the form found at <http://www.boeingsuppliers.com>. Seller shall perform appropriate due diligence on its supply chain in order to fulfil the reporting obligations of this Article 28.e.

f. **Ethics and Compliance Program.** Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Seller shall publicise to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to <https://www.boeing.com/principles/ethics-and-compliance.page>. Seller shall convey the substance of this Article 28.f. to Seller's Subcontractors.

g. **Seller and Sub-Tier Supplier Information.** In addition to requirements set forth elsewhere in this Contract, Seller shall, when reasonably requested by Buyer, provide sub-tier supplier information related to performance under this Contract. Such information may include but is not limited to Seller's subcontract management plans, Buyer programmes supported and Seller's assessment of sub-tier supplier's capability including financial health and performance issues.

29. SELLER CONDUCT ON BUYER PREMISES. Where Seller and/or Seller's Subcontractors are either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer or Buyer's customer's systems or information, Seller shall and shall ensure that Seller's Subcontractors each comply with (a) all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer; and (b) Buyer requests for information and documentation required to validate UK working and residency status of Seller's personnel or Seller's Subcontractor personnel. In addition, Seller acknowledges that Buyer may perform routine background checks on Seller personnel and Seller's Subcontractor's personnel.

30. CYBERSECURITY.

- a. Seller shall comply with the Boeing Terms of Use and Cybersecurity Supplement ("Terms of Use") located at <https://www.boeing.com/boeing-suppliers/terms.html>, as may be updated from time to time, which is incorporated by reference.
- b. In addition to any other rights and obligations set forth in any relevant contract, Seller acknowledges that any information accessed through the Boeing Systems, whether or not marked as "proprietary" or equivalent, shall be considered as proprietary to Buyer and shall be protected in accordance with Article 20 "Confidential, Proprietary and Trade Secret Information and Materials".

31. NOT USED.

32. CUSTOMER CLAUSES. Seller acknowledges that, to the extent that it has notice (express or implied), this Contract and the Deliverables support Buyer in its performance of a superior contract. Seller agrees that applicable clauses contained within that superior contract shall be incorporated into this Contract in order to ensure that Buyer is able to satisfy all of the obligations placed upon it by that superior contract (including obligations relating to audit rights, quality assurance, issued property, progress reporting, security, ownership and intellectual property). Clauses contained within the superior contract applicable to this Contract are incorporated herein either by attachment to this Contract or by some other means of reference provided always, unless otherwise stated, these clauses shall not extend or create liability upon Buyer or reduce the liability of Seller except to the extent that such clauses: (i) permit direct enforcement by Seller against the relevant superior contracting entity; or (ii) provide directly enforceable limitations for Seller against the relevant superior contracting entity (in both cases, the claim or relief of Seller shall be against or from the relevant superior contracting entity directly and not Buyer).

33. GOVERNING LAW. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law.

34. DISPUTES.

- a. In the event of any dispute, controversy or claim arising out of, in connection with or relating to this Contract, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination ("Dispute(s)"), the Parties shall use reasonable efforts to resolve such Dispute through amicable negotiations. If either Party gives written notice to the other Party that a Dispute has arisen, and the Parties are unable within 60 days of such written notice to resolve such Dispute, it shall be referred to Buyer's Vice President for Supplier Management or Buyer's higher Supplier Management authority and Seller's relevant comparable for resolution.
- b. Without prejudice to Articles 34.a. and 34.b. but subject to Articles 34.i. and 34.k., any Dispute shall be finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules ("Rules") in accordance with the Rules. The number of arbitrators shall be 3. Each Party shall nominate one arbitrator within 15 days of service of the LCIA Court's determination on the Parties. The two arbitrators so nominated and appointed shall nominate the third arbitrator, who shall be the chair of the tribunal. If the two arbitrators appointed by the Parties fail to agree upon a third arbitrator within 30 (thirty) days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the LCIA Court. Article 6 of the Rules is excluded for the purposes of the appointment of the third arbitrator.
- c. The place of arbitration shall be in London, England.
- d. The language of the arbitration shall be English, and all documents not in English shall be accompanied by a translation into English.
- e. The arbitrators' award shall be final and binding. The Parties agree to exclude any right of application or appeal to the English Courts in connection with any question of law arising in the course of the arbitration or with respect to any award made. Judgment on any award rendered by the arbitrators may be entered in any court of competent jurisdiction.
- f. The Parties intend that any arbitration proceedings be confidential and the Parties shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during the arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts, or any award unless disclosure is required by law or is necessary for permissible court proceedings, such as proceedings to recognise or enforce an award.
- g. Nothing in this Contract shall prevent any Party from seeking preliminary, provisional, interim or conservatory measures (including temporary restraining orders or preliminary injunctions or their equivalent), from any court of competent jurisdiction at any time.
- h. Where a Dispute arises under this Contract and a dispute arises out of, in connection with or relating to any related contract (including any subcontract of Seller or any contracts between Buyer and Buyer's customers) and Buyer by written notice to Seller and to any relevant subcontractor of Seller elects that the proceedings to resolve these dispute(s) (including for the avoidance of doubt a Dispute) shall be consolidated (whether or not proceedings to resolve those disputes have yet been instituted), the parties to each dispute which is a subject of Buyer's written notice (including for the avoidance of doubt Seller) shall be treated as having consented to that dispute being finally decided: (i) by the arbitral tribunal appointed under this Contract; and (ii) in accordance with the procedure, at the seat and in the language specified in this Article

34, save as otherwise agreed by all parties to the consolidated proceedings or, in the absence of such agreement, ordered by the arbitral tribunal in the consolidated proceedings.

i. At the sole option, and for sole benefit, of Buyer, any Dispute may be resolved by proceedings brought in the courts of England or the courts of any other competent jurisdiction.

j. Seller shall ensure that the provisions of this Article 34, and specifically Article 34.i., shall be included mutatis mutandis in any subcontract from Seller in respect of this Contract so that Seller's Subcontractor consents to any disputes under the subcontract being resolved by the arbitral tribunal appointed under this Contract or, at the election of Buyer, the contracts between Buyer and Buyer's customers.

k. If any related contracting parties (including any subcontractor of Buyer or Buyer's customers) commences an arbitration against Buyer and provided that these related contracting parties consent to Seller joining that arbitration, Seller hereby consents to join that arbitration at Buyer's written election such that any Dispute as well as the dispute under the related contract shall be determined in that arbitration. If Buyer and/or a joined party has the ability to appoint an arbitrator in that arbitration then, if Buyer's appointment has not yet been made, Seller hereby agrees to appoint an arbitrator jointly with Buyer in that arbitration, or, if Buyer's appointment has already been made, agrees to and adopts the appointment already made by Buyer. If Seller does not or, as a result of this Article 34, is unable to appoint an arbitrator in that arbitration then Seller hereby waives any breach of its rights in this respect and agrees not to make any complaint in any form or forum about this waiver.

l. Pending final resolution of any Dispute, Seller shall perform this Contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

35. NO WAIVER, RIGHTS AND REMEDIES.

a. Any failures, delays or forbearances of either Party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

b. Except as expressly and affirmatively disclaimed in writing in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity. If any provision of this Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable. Seller acknowledges and agrees that money damages would not be an adequate remedy for any actual, anticipatory or threatened breach of this Contract by Seller with respect to its delivery of the Deliverables to Buyer.

c. Seller agrees that Buyer approvals of Seller's technical and quality specifications, drawings, plans, procedures, reports, and other submissions shall not relieve Seller from its obligations to perform all requirements of this Contract.

d. Buyer may at any time deduct or set-off Seller's claims for money due or to become due from Buyer against any claims that Buyer has or may have arising out of this Contract or other transactions between Buyer and Seller.

36. INDEMNITY AND INSURANCE.

a. Indemnification. Seller shall indemnify, keep indemnified and hold harmless Buyer from and against all expenses, contingent liabilities, liabilities, injuries, losses, damages, claims, demands, proceedings, judgments and legal costs (on a full indemnity basis) whether arising in tort (including negligence), breach of contract, breach of statutory duty, collaterally or otherwise which Buyer incurs or suffers as a result of or in connection with: (i) any claim made against Buyer by a third party for death, personal injury or damage to or loss of property arising out of, or in connection with, defects in Deliverables, to the extent that the defect in the Deliverables is attributable to the acts or omissions of Seller or Seller's Subcontractors; (ii) any claim made against Buyer by a third party arising out of, or in connection with, the supply of the Deliverables, to the extent that such claim arises out of the breach, intentional or negligent acts or omissions, or failure or delay in performance of this Contract by Seller or Seller's Subcontractors; (iii) any breach by Seller of any of its obligations, representations or warranties in Article 28.a.; and (iv) arising from Buyer's exercise of its rights pursuant to Article 39.a.

b. Insurance. Unless different minimum insurance levels are specified in this Contract, for the duration of this Contract and for a period of 6 (six) years thereafter, Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance (with an annual aggregate limit of not less than £1,000,000.00 GBP), product liability insurance (not less than £1,000,000.00 GBP per occurrence), public liability insurance (not less than £1,000,000.00 GBP per occurrence), employer's liability insurance (not less than the minimum limit required by law), motor liability insurance (not less than the minimum limit required by law) and/or shall procure that Seller's employees obtain and maintain motor liability insurance for business travel (not less than the minimum limit required by law), each insurance to cover the liabilities that may arise under or in connection with this Contract. Seller shall, prior to commencement of performance of this Contract and at any other time on Buyer's reasonable request, produce evidence in a form acceptable to Buyer that the insurances which Seller is required under this Contract to maintain are in force and that the premiums for such insurances are paid in full. Seller shall for the period of this Contract and for a period of 7 (seven) years thereafter, give 30 (thirty) days advance written notice to Buyer in the event of cancellation, avoidance, non-renewal or suspension of any relevant insurance policy.

c. Protection of Property. Seller assumes, and shall ensure that Seller's employees and Seller's Subcontractors and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives, and shall ensure that Seller's employees, Seller's Subcontractors and their respective employees waive, all rights of recovery against Buyer for any such loss or destruction of or damage to any property of Seller or Seller's Subcontractors and their respective employees. At all times Seller shall, and ensure that Seller's Subcontractors shall, use suitable precautions to prevent damage to Buyer's or Buyer's customer's property. If any such property is damaged by the fault or negligence of Seller or Seller's Subcontractors thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof on an indemnity basis.

d. Self-Assumption. Any self-insured retention or deductibles and exclusions in coverage in respect of the insurance policies required under this Contract shall be the liability solely of Seller or Seller's Subcontractor responsible for maintaining the insurance. In no event shall the liability of Seller or Seller's Subcontractor be limited to the extent of any of the minimum limits of insurance required herein.

37. PRECEDENCE. All documents and provisions in this Contract shall be read so as to be consistent to the extent practicable. In the event various parts of this Contract are inconsistent, Seller shall notify Buyer's Authorised Procurement Representative of the conflict, so that Buyer's Authorised Procurement Representative can resolve the conflict. If Buyer's Authorised Procurement Representative cannot resolve the conflict, then the documents as incorporated into the Contract shall prevail in the following order of precedence: (i) the terms and conditions in Customer Contract Requirements (CCR) documents that are incorporated in this Contract by reference; (ii) the system or otherwise generated purchase contract; (iii) these General Provisions; (iv) specifications and statements of work; and (v) all other attachments, exhibits, appendices, and other documents or terms, incorporated by reference. Buyer's specifications and statements of work shall prevail over any subsidiary documents referenced therein. Seller shall not use any specification in lieu of those contained in this Contract without the written consent of Buyer's Authorised Procurement Representative.

38. GENERAL.

a. Nothing in this Contract is intended to, nor shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party being the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

b. Except as otherwise provided for herein or as necessary to give effect to any provision herein, a person who is not a Party to this Contract shall not have any rights under the UK Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract. For the purposes of Articles 20 "Confidential, Proprietary and Trade Secret Information and Materials", 21 "Patent, Trademark and Copyright Indemnity", 22 "Intellectual Property", 26 "Industrial Participation Benefits and Offset Credits", 36 "Indemnity and Insurance", 38 "General" and 39 "Seller Personnel" references to "Buyer" include The Boeing Company, all entities ultimately owned by The Boeing Company from time to time and in respect of each, their directors, officers, employees and agents, and their customers, subcontractors and assignees ("Third Party Beneficiaries"). Seller acknowledges that Buyer has entered into this Contract for its own benefit and for the benefit of each Third Party Beneficiary and that each Third Party Beneficiary obtains the benefit of the rights, acknowledgements, undertakings, warranties and indemnities granted to Buyer under this Contract as third party beneficiaries for the purposes of the Contract (Rights of Third Parties) Act 1999 with the right to enforce relevant provisions of this Contract directly against Seller. Buyer and Seller will be entitled to vary, terminate or rescind this Contract (on the terms set out in this Contract) without the consent of the Third Party Beneficiaries.

c. Seller agrees that Buyer's internal policies, procedures and codes are intended to guide the internal management of Buyer and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by Seller against Buyer.

d. Seller shall execute all such documents and do all such things as Buyer may request from time to time in order to give full effect to the provisions of this Contract (including the rights given under it) and the transactions contemplated by it.

e. The Parties agree that this Contract, as well as all contractual documents, correspondence, invoices, notices, variations, waivers and other documents, shall be in English. Any necessary conversations shall be in English. Buyer shall determine whether measurements shall be in the English or metric system or a combination of the two. Seller shall not convert measurements that Buyer has stated in the English system into the metric system in documents furnished to Buyer.

f. Unless the context otherwise requires, references to the singular include the plural and vice versa and references to any gender includes every gender.

g. References to any legislative or legislative provision shall include all subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

- h. A reference to a person includes a natural person, firms, partnerships and corporations and their successors and permitted assignees or transferees.
- i. A reference to any Article, sub-article, clause, sub-clause, paragraph, schedule, recital or annex is, except where expressly stated to the contrary, a reference to such Article, sub-article, clause, sub-clause, paragraph, schedule, recital or annex of and to this Contract. Headings are for convenience of reference only.
- j. Any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done.
- k. Subject to any express provisions of this Contract to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense.
- l. Seller agrees that its relationship with Buyer is not exclusive and that Buyer may: (i) itself provide any goods or perform any services similar to any of the Deliverables (or part thereof); or (ii) contract with any third party to provide any goods or perform any services similar to any of the Deliverables (or part thereof).
- m. Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.
- n. Seller shall not be relieved of its obligations to supply the Deliverables in accordance with the terms of this Contract by virtue of any change in law and shall not be entitled to any increase in the Contract price where a change in law occurs.
- o. If any term of this Contract is found by any court or body or authority of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable under the laws of any jurisdiction, such term shall be deemed to be severed from this Contract in respect only of such jurisdiction and such severance shall not affect: (i) the legality, lawfulness, or enforceability of such term under the laws of any other jurisdiction; or (ii) the remainder of this Contract which shall continue in full force and effect. In the event of severance of a term as envisaged by this Article 38.o., the Parties agree in respect of the jurisdiction in question to adopt a valid and enforceable term (with minimum modification) to replace the severed term, which, to the maximum extent possible, achieves the Parties' original commercial intention and has the same economic effect as the severed term.

39. SELLER PERSONNEL.

- a. If this Contract requires Seller to provide services, Seller shall assign personnel satisfactory to Buyer to conduct such services. Buyer may, for good cause shown in Buyer's sole determination, require Seller to withdraw the services of any person and require that Seller promptly provide replacements for such person satisfactory to Buyer.
- b. In the event that employees of Seller shall be on Buyer's sites for extended periods of time, Seller shall ensure that its employees performing under this Contract comply with Boeing's Code of Conduct. The code is available at: <https://www.boeing.com/principles/ethics-and-compliance.page>.

40. NOTICES.

- a. Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be: (i) delivered to the other Party personally or be sent by recorded delivery or by commercial courier, to its registered office (if a company) or (in any other case) its principal place of business; or (ii) sent by e-mail to the e-mail address of Buyer's Authorised Procurement Representative or Seller's equivalent contact respectively (except that if an automatic electronic notification is received by the sender informing them that their e-mail has not been delivered to the recipient (within 12 (twelve) hours after the sender sent their e-mail) then such e-mail shall be deemed not to have been served).
- b. Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by e-mail, on the next business day after transmission.
- c. This Article 40 shall not apply to the service of any proceedings or other documents in respect of any Dispute(s) or other legal action.

41. TUPE. It is the parties' intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") shall not apply upon completion, change, termination or cancellation (in each case whether whole or in part) of this Contract. Seller shall be responsible for all liabilities in connection with the employment and/or termination of employment of any Seller personnel and/or any Seller's Subcontractor personnel ("Services Personnel") before and after any completion, change, termination or cancellation (in each case whether whole or in part) of this Contract (including to the extent that the employment of any Services Personnel, or any related liability, transfers to Buyer, Buyer's customers and/or Buyer's replacement service provider or any of its or their subcontractors, each a "Buyer Entity"). Seller shall indemnify, keep indemnified and hold harmless each Buyer Entity against all expenses, contingent liabilities, liabilities, injuries, losses, damages, claims, demands, proceedings, judgments and legal costs (on a full indemnity basis) whether arising in tort (including negligence), breach of contract, breach of statutory duty, collaterally or otherwise which any Buyer Entity incurs or suffers arising from: (a) the termination of employment of any Services Personnel before or after any completion, change, termination or cancellation (in each case whether whole or in part) of this Contract; (b) the transfer of employment or any claim by

any Services Personnel alleging transfer of employment to any Buyer Entity by operation of TUPE in connection with any completion, change, termination or cancellation (in each case whether whole or in part) of this Contract; (c) any act or omission or alleged act or omission of Seller and/or Seller's Subcontractors in relation to the employment of any Services Personnel on, before and/or after any completion, change, termination or cancellation (in each case whether whole or in part) of this Contract; (d) any claim by Services Personnel who object to the transfer of their employment pursuant to TUPE in anticipation of any completion, change, termination or cancellation (in each case whether whole or in part) of this Contract; and/or (e) any failure by Seller and/or any Seller Subcontractor to comply with regulations 13 and 14 of TUPE in respect of Services Personnel.

42. DATA PROTECTION. For the purpose of this Article 42, "Personal Data" and "Data Controller" shall have the meanings ascribed to them in the UK Data Protection Act 2018 ("DPA") and Regulation (EU) 2016/679, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). Seller shall ensure that it complies with all requirements of the DPA as a Data Processor in respect of all Personal Data provided to Seller by Buyer who is the Data Controller, any employee of Buyer, Buyer's customers, Buyer's subcontractors and/or any agent of Buyer pursuant to or relating to this Contract. Seller shall not process any Personal Data controlled by Buyer except in the performance of and for the purpose of this Contract. Furthermore, Seller shall not transfer any Personal Data controlled by Buyer to any other entity or outside of the UK without the express written consent of Buyer and without the provisions of the DPA and all applicable data protection law having been satisfied. Seller will have in place adequate technical and organizational security measures so that the confidentiality of this processing complies with the DPA and all applicable data protection laws and regulations. Seller shall immediately provide Buyer with copies of any and all requests by data subjects or regulatory authorities in relation to personal data processed pursuant to this Contract, and notice of any and all data breaches or other unlawful processing of personal data, and shall promptly provide Buyer with any and all assistance that may be required to respond to such requests or breaches. Where such requests relate to Seller's failure to comply with the DPA or other applicable data protection laws and regulations, then such support and any remediation shall be at Seller's expense. Where under this Contract personal data needs to be exported from the UK, Seller shall agree to execute such data transfer contracts based upon the model contracts published by the article 29 Working Party of the European Commission. Seller shall indemnify, keep indemnified and hold harmless Buyer and Buyer's customers from and against all expenses, contingent liabilities, liabilities, injuries, losses, damages, claims, demands, proceedings, judgments and legal costs (on a full indemnity basis) whether arising in tort (including negligence), breach of contract, breach of statutory duty, collaterally or otherwise which Buyer and/or Buyer's customers incur or suffer arising from breach of this Article 42 or any model contract entered into by Seller pursuant to it.

43. SURVIVAL. Cancellation, change, termination or completion (in each case whether whole or in part) of this Contract shall not affect operation of those provisions of this Contract that, by their terms, survive or are required to survive in order to give effect to the intent of the parties as reflected by this Contract; including the provisions of Articles 1, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 23, 24, 25, 20, 21, 22, 26, 28, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44.

44. ENTIRE AGREEMENT.

a. This Contract, together with all purchase orders, annexures, attachments, exhibits, specifications, schedules, supplements and other terms specifically referenced in or attached to this Contract, contains the entire agreement of the Parties and supersedes all prior agreements, understandings and arrangements, whether in writing or oral, between Buyer and Seller related to the subject matter of this Contract and upon which neither Party places any reliance.

b. This Article 44 does not apply to any statement, representation or warranty made fraudulently, or to any provision of this Contract induced by fraud, for which remedies are otherwise available under English law.

c. Except as authorised herein, no amendment, modification or variation of this Contract shall bind either Party unless it is in writing and is signed by Buyer's Authorised Procurement Representative and an authorised representative of Seller.