

Terms and Conditions

1. Acceptance of Contract. Seller accepts the terms and conditions set forth in this document and the agreed upon terms to which these terms and conditions are attached (collectively, the "Purchase Order") when it delivers any goods ordered or renders any services ordered herein by Buyer unless a written amendment to this Purchase Order has been signed by Buyer. All specifications, drawings and data submitted to Seller with this order are hereby incorporated herein and made a part hereof. The terms of the Purchase Order expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Purchase Order. All rights not expressly granted to Seller under this Purchase Order are reserved by the Buyer.
2. Shipments; Export Control. All shipments must be made as specified in this Purchase Order in standard commercial containers capable of safe delivery to the Buyer at the lowest lawful transportation (FOB) and insurance rates (CIF). Commodity descriptions which produce the lowest lawful freight charges must be shown on bills of lading. Packing slips must be included in all packages. The original bill of lading must be mailed with the invoice or the date of shipment. If the shipments contain products or technology that are subject to export laws or regulations, Seller shall comply with all applicable export laws and regulations. Seller further agrees that it shall not, whether directly or indirectly, use, export, sell, transfer, assign or otherwise dispose of the goods or services it provides to Buyer in a manner which will result in non-compliance with such applicable export laws and regulations. Seller agrees to indemnify, defend and hold the Buyer Indemnified Parties harmless from any and all claims, loss, damage, injury, liability, claim, suit costs and expenses, including reasonable attorneys' fees ("Claims") related to non-compliance with applicable export laws and regulations.
3. Changes. Buyer reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated in this Purchase Order where the goods to be furnished are to be specially manufactured for Buyer; (b) Methods of shipment or packing; (c) Place of delivery; (d) Time of delivery. If any such change causes an increase or decrease in the cost or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increases or extensions of time for delivery shall not be binding on Buyer unless evidenced by an amendment to the Purchase Order signed by Buyer.
4. Delivery. Time is of the essence in this Purchase Order, and if delivery of goods or rendering of services is not completed by the time promised, the Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Seller, as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge the Seller with any loss incurred. Seller shall package the goods for shipment in a manner sufficient to ensure arrival in an undamaged condition. Seller shall coordinate delivery of goods and performance of services with Buyer and/or, upon Buyer's request, with Buyer's representatives (including, without limitation, any other contractor of Buyer). Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyers consent will not be accepted and will be at Sellers risk. Seller shall not substitute materials or ship more than the quantity ordered. Seller shall be solely responsible for and pay all costs of delivering the goods, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/exports of the goods.
5. Representations, Warranties, and Inspections. Seller represents and warrants to the Buyer that: (a) Seller is an entity duly organized, validly existing and in good standing under applicable law; (b) this Purchase Order is a genuine, legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (c) this Purchase Order has been duly authorized, executed and delivered by Seller; (d) each signatory to this Purchase Order on behalf of the Seller has authority to bind Seller to this Purchase Order; (e) Seller has read and accepted the terms and conditions of the Purchase Order; and (f) Seller has not misstated or failed to state a material fact in any of the statements or other documents or information submitted at any time by Seller to Buyer. Seller expressly warrants that all goods will conform to applicable specifications, drawings and samples, that they will be free from defects in material and workmanship, and that they will be fit for their intended use. The goods and all parts, material, work and workmanship entering into performance of this Purchase Order shall be subject to inspection, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery. If in any way any item or part is defective or does not conform to the provisions of this Purchase Order or with its standard specifications if no specifications are set forth herein. Buyer, in addition to any other rights and remedies it may have, may revoke its acceptance of or may reject any or all the goods. Upon such revocation or rejection, Buyer may return at Sellers expense any or all the goods or require prompt correction or replacement at Sellers expense. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance. Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection, Buyer reserves the right to inspect the goods and services before, on or after the date of delivery or performance, as applicable.
6. Default; Remedies. A default under this Purchase Order shall be deemed to occur if Seller or any other person responsible for Seller's obligations shall do any of the following: (i) breach any representation or warranty or fail to perform any obligation in the Purchase Order; (ii) misstate or fail to state a material fact in any of the statements or other documents or information submitted at any time by Seller to Buyer; (iii) become insolvent or bankrupt or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Seller or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Seller; (iv) convey, sell, transfer or assign substantially all of Seller's assets or cease doing business

as a going concern, or cease to be in good standing or file a statement of intent to dissolve; or (v) consolidate with, merge with or into, or convey or lease all or substantially all of its assets as an entirety to any person(s) or engage in any other form of reorganization, including sale or exchange of all or a controlling interest in the outstanding shares of the Seller, or there is a change in the legal structure of Seller, in each case, which results, in the reasonable opinion of the Buyer, in a material adverse change in Seller's ability to perform its obligations under this Purchase Order. In the event of a default Buyer may, in addition to any other rights and remedies available to Buyer pursuant to this Purchase Order or at law or in equity, terminate this Purchase Order by written notice to the Seller effective immediately upon the sending of said notice.

7. Buyer's Premises. If this Purchase Order requires performance by Seller in whole or in part, upon Buyer's premises, Seller will indemnify and hold harmless Buyer from any and all Claims of any nature arising, or claimed to arise, out of such performance by Seller. Moreover, if this Purchase Order requires performance on Buyer's premises, Seller shall comply with and shall cause its personnel to adhere to Company's Code of Conduct, EEO Policy and any other applicable policies.
8. Property Furnished to Seller by Buyer. Unless otherwise agreed in writing, any property furnished to the Seller by the Buyer, or specifically paid for by the Buyer, for use in the performance of this Purchase Order, shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction, shall be used only in filling orders from the Buyer, shall be held at the Seller's risk, and shall be kept insured by the Seller at the Seller's expense while in its custody or control in any amount equal to the replacement cost thereof, with loss payable to the Buyer.
9. Patents; Licenses. Seller warrants that the use or sale of the material in the form, state and condition as delivered hereunder does not infringe any claim of any U.S. patent covering the material itself or its method of manufacture, and Seller agrees to defend at its own expense and to pay all costs and damages awarded in any suit against Buyer, its affiliates or their assigns, agents and customers alleging such infringement. Seller does not warrant against infringement by reason of the use of such materials in combination with other materials or in the operation of any patented process. If applicable, Seller grants to Buyer an exclusive perpetual license to use the material in the form, state and condition as delivered hereunder.
10. Price. The Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by an amendment to the Purchase Order signed by Buyer. Seller represents that the price charged for the goods or services covered by this Order is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this Order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery.
11. Payment Terms. Invoice payments will be remitted within 60 days after the postmarked date of correct invoices received or the date of delivery and acceptance of goods ordered, whichever is later, unless more favorable terms are incorporated in the Purchase Order or invoice. Cash discount of two (2%) percent of the invoiced amount will be applied to correct invoices that are paid within fourteen (14) days from either of the aforementioned dates, whichever is later. Seller shall include on its invoices and submit to the appropriate authorities all sales and other applicable local, state and federal taxes associated with this Purchase Order, other than taxes associated with Buyer's net income or premium income. If such transaction taxes are not charged concurrently with the submission of invoices, Seller will be solely responsible for these taxes and/or reimburse Buyer for any related interest, penalties, etc. upon any tax jurisdiction audit.
12. Termination. Buyer may terminate this Purchase Order for convenience at any time without penalty by giving the Seller written notice of termination, in which case Buyer will be responsible for compensating Seller only for those goods or services actually provided or performed through the date of termination. In the event that the Seller or others used by the Seller in the provision of goods or performance of the services breaches the terms or provisions of this Purchase Order (including without limitation any representation or warranty), Buyer may, in addition to any other rights and remedies available to Buyer pursuant to this Purchase Order or at law or in equity, terminate this Purchase Order by written notice to the Seller effective immediately upon the sending of said notice.
13. Confidentiality. For the seven (7) year period from the date of this Purchase Order, Seller shall not disclose to any third party, or use other than in connection with this Purchase Order, any information learned directly or indirectly from Buyer or its clients that is not already in the public domain ("Confidential Information"). Seller shall return all such information immediately upon request. This includes implementing and maintaining information system security measures and controls to protect the confidentiality of the Confidential Information at least to the same degree as Seller uses for its own confidential information, but such security measures and controls shall, at minimum comply with reasonable best practices for the relevant industry. Notwithstanding the terms and conditions contained in this Purchase Order, any Confidential Information that is non-public personal information subject to the Gramm Leach Bliley Act or protected health information subject to the Health Insurance Portability and Accountability Act, or that is subject to Law regarding privacy, shall be treated by Seller pursuant to such acts or Law, to the extent of their applicability. With respect to personal data originating from any member state of the European Union, Seller agrees to maintain such personal data as confidential in accordance with the provisions of the General Data Protection Regulation 2016/679. Seller acknowledges and agrees that the unauthorized disclosure or use of any Confidential Information may give rise to irreparable injury to the Buyer, or, to the owner of such information, for which there may be no adequate remedy at law. In such circumstance, the Seller agrees that the Buyer, or the owner of such information may, in addition to all other remedies that may be available to it, seek injunctive relief, without the necessity of posting bond or other security, and the Seller shall not object to any application for such injunctive relief on the basis that an adequate remedy at law is available. Following the expiration of the confidentiality period described hereinabove, Seller shall destroy the Confidential Material.

14. Assignment. Seller shall not subcontract this Purchase Order nor assign any rights or delegate any duties in this Purchase Order, in whole or in part, without the prior consent of Buyer. Seller shall not assign any monies due or to become due hereunder without Buyer's prior written consent. No contractual relation between any third party shall be created as a result of this Purchase Order.
15. Notices. The parties agree that any notices or communications required under this Purchase Order shall be made in writing and shall be sent via a) hand delivery; b) certified or registered mail, return receipt requested; or c) e-mail, proof of which shall be in the form of an electronic confirmation of delivery. Such notices shall be directed to the attention of the contacts identified on the purchase order to which these terms and conditions are attached. Each party may designate such other or additional persons as contacts as may be necessary during the Term of this Purchase Order.
16. Restrictions on Solicitation. During the Term of this Purchase Order and for one year thereafter, Seller agrees that it shall not, either directly or indirectly, solicit for employment any employee of Buyer without the written consent of Buyer. The restrictions on solicitation contained in this paragraph shall not apply to employees who: (i) respond to a general solicitation, advertisement, or web posting that is not specifically directed to such employees; or (ii) are directed to the soliciting party by search firms, employment agencies or similar entities, provided that such firms, agencies or similar entities were not retained to solicit such employees by the soliciting party.
17. Indemnification. Seller shall indemnify, save harmless and defend the Buyer affiliates and subsidiaries, as well as their officers, directors and employees (the "Buyer Indemnified Parties") from and against any and all Claims (a) to the extent caused by the negligence, willful misconduct, or breach of the terms and conditions of this Purchase Order or any representations or warranties by Seller or its employees, agents or representatives, (b) of any nature arising, or claimed to arise, out of any delivery of goods or performance of services by Seller in whole or in part, upon Buyer's premises. The provisions of this paragraph shall survive termination of this Purchase Order.
18. Advertising. Seller shall not reproduce or use the names, logos, service marks, trademarks, or any other identifiers of Buyer or any affiliate of Buyer in any advertising, marketing material, or otherwise without the express written permission of Buyer.
19. Force Majeure. Neither party shall be liable for failing to perform its obligations hereunder if such failure is the result of fire, weather related catastrophes, acts of God, embargo, strike, war, governmental rule or regulation, or, any other circumstance beyond a party's reasonable control that prevents such party from performing its obligations in accordance with the terms contained herein.
20. Compliance with Laws. Seller represents and warrants that the goods sold, or services rendered pursuant to this Purchase Order are manufactured, produced and sold, or rendered, in conformity with all applicable laws, ordinances, orders, directions, rules and regulations of the Federal, State, County and City governments pertaining thereto, including, but not limited to, full compliance with the requirements of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Assistance Act of 1975; the Older Workers Benefit Protection Act; Title VII of the Civil Rights Act; the Equal Pay Act of 1963; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; the Employee Retirement Income Security, except as it relates to vested pension benefits; the Wagner Act or the Fair Labor Standards Act; State and Federal Family and Medical Leave Acts; as each of any of the foregoing laws have been or may be amended from time to time and/or any other state, federal, or local statute, ordinance, executive order, regulation, or common law principle relating to employment, the payment of wages and benefits, or discrimination in employment, and Seller agrees to hold Buyer harmless from loss, cost or damage by reason of any actual or alleged violation thereof.
21. Corporate Responsibility. Buyer, as a member of the Munich Re group of companies, commits itself to protect human rights, environmental standards, and good corporate governance ("Corporate Responsibility"). Similarly, Buyer expects its service providers to commit to sound Corporate Responsibility and ensure that its suppliers do so as well. Consequently, Seller shall and shall cause its suppliers to comply with the requirements in the Supplier Code of Conduct, available at <https://www.munichre.com/en/company/about-munich-re/central-procurement/downloads.html> (the "MR Supplier Code of Conduct"), except to the extent otherwise set forth hereunder. Seller acknowledges and agrees that it (i) will also adhere to the UN's Global Compact principles except for the obligations to comply with the Freedom of Association and Right of Collective Bargaining Requirement (see Page 11) and (ii) will properly select and monitor its supply chain partners to ensure their compliance with the foregoing. In the event Seller has a reasonable belief that it or its supply chain partners has violated any material obligation set forth under in this paragraph ("CR Violation"), (i) Seller shall promptly provide notice to Buyer of any CR Violation and (ii) Buyer may immediately terminate this Purchase Order, notwithstanding anything under the Purchase Order to the contrary. Seller and Buyer acknowledge and agree that the requirements set forth under this paragraph are subject to change to the extent required by applicable law/regulations relating to same.
22. Insurance. Without in any way limiting Seller's liability hereunder, Seller shall maintain the following insurance in form and with underwriters satisfactory to Buyer: (i) Workers' Compensation insurance as prescribed by applicable law; (ii) Employer's Liability insurance in an amount not less than \$500,000 per accident and \$500,000 per employee; (iii) Commercial General Liability insurance with a limit of liability not less than \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (iv) Commercial Automobile Liability insurance including owned, non-owned and hired automobiles with a combined single limit of liability not less than \$1,000,000 per accident for bodily injury and property damage; (v) Professional Liability (Errors & Omissions) insurance, covering services provided, in an amount not less than \$1,000,000 each and every claim and in the aggregate; (vi) in the event that Seller has access to nonpublic personal information, or any other confidential or private information while performing services, Cyber Liability insurance in an amount not less than \$5,000,000 for each occurrence and in the annual aggregate, covering claims

involving privacy violations, information theft, damage to or destruction of electronic information, intentional and /or unintentional release of private information, alteration of electronic information, extortion and network security; and (vii) in the event the services involve access to or handling of any cash, financial instruments, securities or any other form of assets or other things of value owned by Buyer, in Buyer's possession, or for the benefit of Buyer or a third party with whom Buyer does business, Fidelity coverage having limits of \$1,000,000 per accident/incident. The above limits can be provided in any combination of primary and excess/umbrella policy(ies). The insurance specified above shall contain waivers of subrogation in favor of Buyer and its affiliates and subsidiaries. The Commercial General Liability insurance coverage furnished by Seller shall name Buyer, Buyer's affiliates, their employees, directors and officers, Buyer's contractors and subcontractors, and all of their affiliates as additional insureds. The above insurances shall be placed with insurance companies licensed to do business in the state where the goods are delivered or the services are provided, and shall be maintained throughout the period during which goods are being provided or the services are performed, whichever is later. Seller shall, before commencing the provision of goods or performance of services and upon renewal of any of the above mentioned policies, or upon reasonable request, provide Buyer with certificates of insurance showing all required coverage in a form acceptable to Buyer. Neither failure to provide, nor Buyer's failure to obtain proof of compliance, shall act as a waiver of Seller's liability.

23. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of the Buyer's offices as reflected in the Purchase Order. In the event that any portion or provision of this Purchase Order should be declared void or unenforceable, such declaration shall not affect the remaining provisions of this Purchase Order, all of which shall remain fully effective and enforceable.
24. No Waiver. The failure of either party to enforce any rights granted under this Purchase Order or to take action against the other party in the event of breach shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
25. Entire Agreement. This Purchase Order constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written, concerning the subject matter hereof. This Purchase Order may not be released, discharged, changed, amended, or modified, except by an instrument in writing signed by a duly authorized representative of each party.
26. No Construction against Drafter. The parties represent that they have read and understand the terms and conditions of this Purchase Order and acknowledge and agree that any construction of this Purchase Order shall not be made against the drafter of the Purchase Order.
27. Survival. Provisions of this Purchase Order which by their nature should apply beyond any expiration or termination of this Purchase Order will remain in effect for the period necessary to give effect thereto.
28. Independent Contractor. The relationship of the Seller to Buyer is that of an independent contractor, and nothing herein shall be construed as creating any other relationship.
29. Titles. The title designations or captions of this Purchase Order are for convenience only and shall not affect its interpretation or construction.
30. Inconsistencies. The parties agree that in the event there is any inconsistency or discrepancy between the terms of this Purchase Order and the terms of any other order (but not including any master agreement entered into between the parties), the terms of this Purchase Order shall govern.