PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the "**PO Terms**") apply to the purchase order issued by Company to Contractor (the "**Purchase Order**"). Any attachments to, or documents or portions thereof referenced in, the Purchase Order are collectively referred to as "**Attachments.**" The PO Terms, the Purchase Order, the Attachments including any contract/agreement mutually agreed between the Parties collectively comprise the agreement between the Parties (the "**Contract**"). The Purchase Order is effective on the Effective Date.

1. DEFINITIONS

Capitalized terms, which are not defined elsewhere within these PO Terms, have the following meanings.

Affiliate means, in relation to a Party, any other business entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party.

Applicable Law means any statute, law, regulation, code, ordinance, rule, license, permit, judgment, arbitral award, decree, or order, of any national, state, or local court or other Governmental Authority, which are applicable to the Contract, the Work, the Site, or the Parties.

Background IP means all Intellectual Property Rights owned by a Party or licensed to such Party before the Effective Date, or which are subsequently acquired, developed, or licensed by such Party independently of the Contract.

Claim means any claim, action, demand, proceeding, litigation, arbitration, citation, judgment, summons, subpoena, or investigation of any nature, whether in a civil, criminal, administrative, regulatory, or other forum, whether at law or in equity, and whether present or future, fixed or unascertained, or actual or contingent.

Company means the Albemarle entity that issues the Purchase Order.

Company Group means Company and its Affiliates and its and their respective directors, officers, employees, and agents.

Completion means the completion of the whole of the Work.

Confidential Information means: (i) the Contract, Company's Background IP, and Developed IP; and (ii) any information, in any form or medium, which is disclosed or communicated to Contractor Group directly or indirectly by Company Group, or which is otherwise acquired by Contractor Group in connection with the Contract.

Consequential Loss means any consequential or indirect damage or loss, including loss of profit, loss of revenue, loss of production, loss of opportunity, loss of savings, or loss of reputation by a Party, except to the extent such damage or loss is connected with a Third Party Claim or Loss for which a Party is seeking contribution or indemnification from Contractor pursuant to the Contract.

Contractor means the contractor entity that accepts the Purchase Order.

Contractor Group means Contractor, Subcontractors, its and their respective Affiliates and its and their directors, officers, employees, and agents, including all Personnel.

Defect means: (i) an error, omission, or defect in the Work; (ii) a failure of the Work to conform to the warranties set forth in the Contract; or (iii) the Work not conforming to the requirements of the Contract.

Delivery Point means the destination or destinations where the Goods are to be delivered as specified in the Contract, or any other destination as notified by Company in writing.

Effective Date means the date of Contractor's acceptance of the Purchase Order occurring on the earlier of: (i) the date Contractor accepts the Purchase Order (via written acceptance, written acknowledgement, or electronic data interchange); or (ii) the date Contractor commences Work, which is expressly authorized by Company.

Good Industry Practice means performing the Work in a diligent and professional manner and exercising the degree of skill and care reasonably expected of a qualified, competent, and experienced contractor in providing goods or services that are similar to the Goods or Services set out in the Contract.

Goods means the goods, materials, equipment, parts, hardware, software, and other items that Contractor is required to supply to Company as specified in the Contract.

Governing Law means the governing law specified in Section 25.1 (Governing Law - PRC) or Section 26.1 (Governing Law - APAC), as applicable.

Governmental Authority means any international, national, state, provincial, regional, county, municipal, or local government, administrative, judicial, or regulatory entity or body operating under Applicable Law and includes any subdivision, department, or administrative agency of any such entity or body.

Intellectual Property Rights means all present and future rights conferred by Applicable Law in, or in relation to, any copyrights, trademarks, designs, patents, business names, internet domain names, websites, works of authorship, inventions, trade secrets, and other results of intellectual

activity in the industrial, commercial, scientific, or other fields, whether registrable, registered, patentable, or patented. These rights include all: (i) rights in applications to register these rights; (ii) renewals and extensions of these rights; and (iii) rights in the nature of these rights, excluding moral rights.

Loss includes any loss, damage, liability, obligation, cost, or expense (including any attorneys' fees, expert fees, and other legal costs), however it arises and whether it is present or future, fixed or unascertained, or actual or contingent.

Parties means Company and Contractor collectively, and **Party** means Company or Contractor individually.

Personnel means any individuals who perform Work by or on behalf of Contractor Group.

Services means the services, tasks, and activities Contractor is required to perform under the Contract and includes all items necessary for, or incidental to, the proper performance thereof.

Site means the location or locations on, under, in, or through which the Work will be performed by Contractor, including the facilities and locations of Contractor Group or the facilities or locations of Company or Company's other contractors at which Services will be performed or Goods will be delivered.

Subcontract means any contract of any tier (other than the Contract) for the performance of any part of the Work or the supply of any item to be incorporated into the Work.

Subcontractor means a party of any part (other than Contractor) to a Subcontract including its employees and agents.

Third Party means any person or entity not included in Company Group or Contractor Group.

Variation means an increase, decrease, substitution, omission, or variation of the Work.

Warranty Period means a period of twelve (12) months for Goods and six (6) months for Services, commencing on Completion, unless otherwise stipulated in the other terms of the Contract.

Willful Misconduct means: (i) the act or failure to act by a person that was in reckless disregard of, or indifferent to, the harmful consequences to the safety or property of another, which the person acting or failing to act knew would result from such act or omission; (ii) the conscious and intentional disregard of, or indifference to, the rights and safety of others, which a person knows or should know is reasonably likely to result in injury, damage, or other harm; or (iii) fraud.

Work means all work, Goods, and Services that Contractor is required to provide or perform in accordance with the Contract, including the provision of all management, engineering, design, supervision, Personnel, equipment, Contractor work product, facilities and all other items, as applicable, whether of a temporary or permanent nature, necessary for the proper performance of the Contract, unless specifically identified in the Contract as being provided by others.

2. PRECEDENCE AND INTERPRETATION

2.1. In the event of any ambiguity, conflict, or inconsistency among these PO Terms, the Purchase Order, and the Attachments, precedence is set in the following order: (1) these PO Terms; (2) the Purchase Order; and (3) the Attachments including any contract/agreement mutually agreed between the Parties; except that the Purchase Order will take precedence over these PO Terms only to the extent the Purchase Order (and not the Attachments) expressly supplements or varies a provision in these PO Terms.

2.2. Contractor's acceptance of the Purchase Order, which must occur within 5 days after receipt of a Purchase Order, is limited to the terms and conditions stated in these PO Terms. Company rejects and expressly excludes from the Contract any reference to, or incorporation of, terms or conditions of Contractor in the Purchase Order or in the Attachments. However, Company accepts any reference to a Contractor proposal in the Purchase Order or in the Attachments but only to the extent it sets forth a description of the Work and/or any pricing or rates that are not otherwise set out in, or contradicted by, terms in the Purchase Order.

This Purchase Order constitutes an offer made by Company to Contractor. If Contractor exhibits any of the following circumstances, it shall be deemed to have accepted this Purchase Order and all its terms, and the Contract shall be established: (1) Does not reject in writing within [5] working days after receiving this Purchase Order; (2) Commences the performance of any part of this Purchase Order; (3) Ships any Goods, or commences the performance of any Work or Service; (4) Receives any payment made by Company.

2.3. A reference to a "day" or "days" means calendar days. A reference to an Applicable Law is to that Applicable Law as amended, re-enacted, or replaced, and includes any subordinate law, regulation, or interpretation issued under it. A singular word includes the plural, and vice versa. The

words “include,” “includes,” and "including" mean without limitation, and the word "or" is not exclusive.

3. PERFORMANCE OF THE WORK

3.1. Contractor will perform the Work in accordance with the Contract, including conformance with all its obligations, standards, and specifications. Contractor is solely responsible for the means and methods by which the Work is performed.

3.2. Contractor will carry out the Work with due expedition and without delay. Contractor will supply the Goods and/or perform the Services by the date(s) for Completion specified in the Contract.

3.3. Any failure of Contractor to perform the Work by the applicable due dates in the Contract shall be a material breach of the Contract. If Contractor becomes aware that anything will delay, or will likely delay, performance of the Work, Contractor must provide Company with written notice of the details related thereto within 3 days after Contractor first becomes aware of such delay.

3.4. Contractor will comply with directions from Company regarding the Work. Contractor will perform, and cause Personnel to perform, the Work in a safe and careful manner. Contractor is solely responsible for the safety of Personnel, and for compliance with all health, safety, security, and environmental (“HSSE”) requirements of Company and Applicable Laws relating to HSSE connected with the Work, Personnel, and/or the Site.

4. WARRANTY OF THE WORK

4.1. Contractor represents and warrants that: (i) the Work will comply with the specifications and other requirements in the Contract; (ii) the Work will be free from Defects; (iii) the Work will be carried out using parts, materials, and Goods that are new and of good quality and workmanship; (iv) the Work will be fit for its intended purpose as described in, or which a Contractor exercising Good Industry Practice would reasonably infer from, the Contract; (v) the Work will be carried out in accordance with Good Industry Practice; and (vi) the Work will be carried out in accordance with all Applicable Laws and any relevant industry standards and codes.

4.2. Except for the express warranties set forth in this Contract, Contractor disclaims any other express warranties and any implied warranties, including the implied warranties of merchantability or fitness for a particular purpose with respect to the Work.

5. PERSONNEL

Contractor is responsible for the acts and omissions of all Personnel. Nothing in the Contract or in any Subcontract will be construed to create an employment or contractual relationship between any Personnel and Company.

6. SUBCONTRACTING

Contractor is responsible for all acts, omissions, performance, and non-performance of all Subcontractors to the same extent as if undertaken by Contractor. Contractor will require each Subcontractor to be bound by the terms and conditions of the Contract to the extent they are applicable to the Subcontractor.

7. VARIATIONS

7.1. Company has the right to order a Variation. Alternatively, if Contractor believes an event warranting a Variation has occurred, Contractor may request a Variation and shall provide written notice to Company thereof no later than 7 days after the event occurs.

7.2. For any Variation ordered by Company, or any Variation requested by Contractor as described above, Contractor shall promptly advise Company of any impact on the Work and provide written substantiation of such impact. If Company determines that a Company-ordered Variation, or a Contractor-requested Variation that Company approves, will have an impact on the Work but Company disagrees with Contractor regarding the extent of the impact, the Parties shall promptly negotiate adjustments for the Variation and document the same in a signed Variation order.

7.3. In the absence of agreement concerning a Variation: (i) Company may direct Contractor to proceed with the Variation based on applicable rates or pricing in the Contract (or reasonable rates or pricing if not specified in the Contract); and (ii) Contractor shall, if directed by Company, proceed diligently to implement the Variation.

8. INSPECTION, DELIVERY, AND COMPLETION

8.1. At any time prior to Completion, Company or its authorized representative is entitled to inspect any Goods, Services, or the performance of any Work at a Site.

8.2. Unless otherwise agreed by Company in writing, the default term of shipment shall be DDP (Incoterms 2010) Delivery Point. Delivery shall not constitute acceptance of the Goods.

8.3. If Contractor delivers more Goods than the quantity specified under the Contract, Company has the right to return any excess quantities to Contractor at Contractor's risk and expense.

8.4. The date of Completion will occur when Company accepts all of the Work.

9. REMEDY OF DEFECTS

9.1. At all times during performance of the Work and during the Warranty Period, Contractor shall, at its sole expense and risk, remedy all Defects. Upon receipt of written notice from Company regarding a Defect during the performance of the Work or during the Warranty Period, Contractor shall promptly remedy the Defect (which may include repair, replacement, reperformance, or other means necessary), as required by Company, in accordance with this Section 9.

9.2. If Contractor does not remedy a Defect within a reasonable period, Company has the right to remedy the Defect itself, or have others remedy the Defect, and to recover the costs of doing so from Contractor. If Contractor remedies a Defect, the rectified Work will be subject to a separate Warranty Period commencing on the date of rectification; provided, however, that such separate Warranty Period will not exceed 18 months from the commencement of the original Warranty Period for the defective Work (unless otherwise stipulated in the other terms of the Contract), subject to compliance with the mandatory minimum warranty periods prescribed by Applicable Laws.

9.3. Company may also: (i) refuse delivery of Goods that are nonconforming in the manner or time of delivery, in the cadence of shipment, or in any other manner, and return same at Contractor's risk and expense; and (ii) require Contractor to refund amounts paid to Contractor for such Goods.

10. PAYMENT

10.1. After the end of each month, Contractor will submit an invoice to Company specifying the amount owed under the Contract for the previous month, as well as any supporting documentation Company reasonably requires. The invoice will be in a form approved by Company and will include the Purchase Order number. If there are conflict provisions regarding the invoicing milestones or settlement milestones in the other terms of the Contract, the other terms of the Contract shall prevail.

10.2. Company will pay the amount set out in an accurate and complete invoice within 60 days after receiving such invoice. Contractor acknowledges and agrees that: (i) Company pays invoices on the 2nd and 15th of each month (each a "**Payment Cycle Date**"); and (ii) Contractor's properly submitted invoices will be paid on the Payment Cycle Date immediately following the payment due date of the applicable invoice. If there are conflict provisions regarding the payment term in the other terms of the Contract, the other terms of the Contract shall prevail.

10.3. Company has the right to set off monies owed, or reasonably likely to be owed, by Contractor to Company under the Contract against payments due to Contractor by Company under the Contract.

10.4. Contractor must pay all taxes and duties arising in connection with the Contract, except Company is responsible for paying any sales taxes.

11. TITLE AND RISK OF LOSS

11.1. Title to and ownership of the Goods, or any components thereof, shall pass to Company upon the earlier of delivery of, or payment by Company for, such Goods or components in accordance with the Contract. Contractor represents and warrants that Company will receive good title to, and ownership of, the Goods free and clear from all liens, encumbrances, or other restrictions.

11.2. Contractor is responsible for the care of, and has risk of loss for, the Goods until completion of delivery in accordance with the Contract, or whilst in the custody or control of Contractor Group after delivery.

12. INTELLECTUAL PROPERTY

12.1. Contractor represents and warrants that Company's purchase and use of the Work (or any part thereof) does not infringe, misappropriate, or otherwise violate the rights (including Intellectual Property Rights or moral rights) of any Third Party.

12.2. Each Party owns and retains all right, title, and interest in and to its Background IP and any derivative works of such Background IP. Company grants to Contractor a non-exclusive, perpetual, royalty-free, fully paid, worldwide, non-transferrable, irrevocable license to use Company's Background IP for the purpose of, and only to the extent required for, Contractor to perform its obligations under the Contract. Contractor grants to Company a non-exclusive, perpetual, royalty-free, fully paid, worldwide, transferable (to members of Company Group), irrevocable license to Contractor's Background IP, including derivative works of Contractor's Background IP, to the extent necessary to use, operate, maintain, repair, and transfer the Goods, and otherwise receive the benefit of the Work provided under the Contract.

12.3. Company shall own all technical developments, inventions, and improvements made by Contractor in connection with the Contract ("**Developed IP**"), except to the extent such Developed IP contains Contractor's Background IP, including derivative works of Contractor's Background IP, ownership of which remains with Contractor.

13. CONFIDENTIALITY

13.1. Contractor will, and will ensure that Contractor Group will, not disclose or permit disclosure of Confidential Information to a Third Party without Company's prior written consent and will use Confidential Information only in connection with performance of the Contract.

13.2. The following is not Confidential Information: (i) information that is public knowledge other than as a result of disclosure by Contractor in breach of the Contract; (ii) information developed without the use of Confidential Information; or (iii) information in Contractor's possession, without an obligation of confidentiality.

13.3. On Company's request, Contractor will, at Company's option, promptly: (i) return all Confidential Information in its possession or control; or (ii) certify in writing that all such Confidential Information has been destroyed. However, Contractor will not be required to delete Confidential Information held electronically in archival or back-up systems that are maintained pursuant to general archiving or back-up policies, but any such electronic copies will remain subject to the confidentiality obligations of this Section 13.

13.4. Contractor's obligations of confidentiality under this Section 13 will continue for 5 years after the termination or completion of the Contract.

14. INDEMNIFICATION

14.1. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless, and defend Company Group from and against any Claim or Loss connected with Contractor Group's performance or non-performance of the Contract for the following: (i) injury to an individual (including illness or death) to the extent caused by the negligent or more culpable acts or omissions of Contractor Group (including Willful Misconduct); (ii) damage to any real or personal property, to the extent caused by the negligent or more culpable acts or omissions of Contractor Group (including Willful Misconduct); (iii) infringement, misappropriation, or other violation of a Third Party's Intellectual Property Rights; and (iv) Claims from Personnel concerning any salaries, wages, benefits, other forms of compensation, or any other employment-related Claims.

14.2. In the event of a Claim or Loss with respect to which a member of Company Group has a claim for indemnification under the Contract, Company will provide written notice to Contractor of the claim. For indemnification claims which Contractor has assumed the defense and indemnity of a Company Group member, Contractor shall not acquiesce in any judgment or arbitration award or enter into any settlement of an indemnified claim without the prior written consent of Company if such judgment, arbitration award, or settlement: (i) does not include an unconditional release of the affected member of Company Group; (ii) admits to any fault or violation of Applicable Law; or (iii) creates an obligation, restriction, or liability on the part of the affected member of Company Group.

15. CONSEQUENTIAL LOSS

15.1. Company will be responsible for, and Contractor will not

be liable to Company Group for, any of Company Group's Consequential Losses arising under the Contract, regardless of the theory of liability at issue (contract, tort, or otherwise), except for Claims arising out of a breach of Section 13 (Confidentiality) or Contractor's Willful Misconduct.

15.2. Contractor will be responsible for, and Company will not be liable to Contractor Group for, any of Contractor Group's Consequential Losses arising under the Contract, regardless of the theory of liability at issue (contract, tort, or otherwise), except for Claims arising out of Company's Willful Misconduct.

16. INSURANCE

16.1. Contractor must obtain and maintain in full force and effect the insurance policies set forth below. In addition, if Contractor will provide Work at a Company Site, Contractor must obtain and maintain in full force and effect the greater of (i) the insurance policy requirements set forth by ISNetworld (or any other entity engaged to provide similar risk monitoring services to Company), or (ii) the following insurance policies: (i) commercial general liability insurance (including product liability and, for services to be performed, completed operations liability), in an amount no less than $1,000,000 per occurrence and $2,000,000 in the aggregate; automobile; automobile liability in an amount no less than US$1,000,000; worker's compensation in an amount no less than the applicable statutory minimum requirement; and employer's liability in an amount of no less than US$1,000,000; excess or umbrella insurance in an amount no less than US$4,000,000 per occurrence and in the aggregate; and any other insurance of the types and in the amounts that are reasonable and customary (or required by Applicable Law) for the Work, or otherwise required by the Contract.

16.2. Contractor shall provide Company with insurance certificates evidencing such insurance. Contractor will provide at least 30 days' written notice to Company if any such insurance is cancelled or materially changed.

16.3. Contractor's insurance shall: (i) be obtained from an insurance company having an AM Best credit rating of "A-" or better; (ii) include all members of Company Group as additional insureds to the extent permitted under the applicable policy; and (iii) waive any rights of subrogation against Company Group.

16.4. Contractor's insurance shall not limit Contractor's liability under the Contract.

17. SUSPENSION

Company may, by providing written notice, direct Contractor to suspend the Work at any time for any reason. Contractor will comply with such direction given by Company. Contractor will recommence performing the Work when directed by Company in writing. Where Company issues an instruction to suspend, which has not been given as a result of an act or omission of a member of Contractor Group, Company will only pay Contractor for the reasonable, direct, and substantiated costs arising out of such suspension, provided that Contractor has mitigated these costs.

18. TERMINATION

18.1. **Termination for Convenience.** Company may in its discretion terminate the Contract for any reason and at any time by giving written notice to Contractor no less than 14 days prior to termination.

18.2. **Termination for Default.** If Contractor is in default of any of its material obligations under the Contract, Company will provide Contractor with written notice of the default. After receipt of the default notice, Contractor will continuously and diligently work to remedy the default. Company will have the right to terminate the Contract: (i) if Contractor has not remedied the default within 15 days after receipt of the default notice; or (ii) if the default cannot reasonably be remedied within 15 days and Contractor does not continuously and diligently work to remedy the default. Company also has the right, at its option, to immediately terminate the Contract by providing Contractor with written notice of termination if: (i) any member of Contractor Group violates Applicable Law in connection with the Contract; or (ii) Contractor is in default of Section 22 (Compliance Undertakings).

18.3. **Termination Payments.** Following termination by Company for any reason, Company will pay or credit Contractor, in accordance with the Contract, for the Work performed in accordance with the Contract on or before the date of termination but not yet paid. Following termination for convenience by Company, Company will also pay Contractor for its reasonable, direct, and substantiated costs arising out of such termination, provided that Contractor has mitigated these costs. Except

as set out in this Section 18.3, Company will have no obligation or liability to Contractor related to a termination.

18.4. **Obligations on Termination**. If this Contract is terminated under Section 18 for any reason, Contractor will: (i) cease performing the Work as of the date of termination; and (ii) comply with Company's directions related to handing over the Work and Contractor work product to Company and demobilizing from the Site.

19. GOVERNING LAW AND DISPUTES

19.1. The Contract will be governed by, and construed in accordance with, the Governing Law, without regard to any conflict of laws principles that would require the application of the law of another jurisdiction.

19.2. Disputes related to the Contract will be resolved in accordance with Section 25.2 (Dispute Resolution - PRC) or Section 26.2 (Dispute Resolution - APAC), as applicable.

19.3. During any dispute or arbitration proceeding, Contractor shall continue performing its obligations under the Contract. Each Party shall be responsible for their own costs associated with an arbitration, except that arbitral tribunal costs and compensation of arbitrators shall be shared equally by the Parties. Any arbitration award shall be binding on the Parties and may be entered in any court of competent jurisdiction.

20. APPLICABLE LAW

Contractor will comply with all Applicable Laws in conjunction with the Contract. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless, and defend Company Group, from and against any Claim or Loss in connection with any violation of Applicable Law by Contractor Group.

21. AUDIT

During the performance of Work and for 5 years after the completion of all Work under the Contract: (i) Contractor will maintain books, accounts, and records (including accounting, financial, and billing records) in connection with performance of its obligations under the Contract ("**Records**"); and (ii) Company (or a Third Party appointed by Company) is permitted to audit, at Company's cost, Contractor Group's compliance with its obligations under the Contract, including examining and reproducing Records. Contractor will cooperate with Company during any audit and will provide information and assistance as reasonably required by Company.

22. COMPLIANCE UNDERTAKINGS

22.1. **Compliance Warranties.** Contractor represents and warrants that as of the Effective Date it has not breached, and is not in breach of, any of the obligations set forth in this Section 22 (Compliance Undertakings).

22.2. **Code of Conduct.** Contractor has reviewed and agrees to act consistently with, and to adhere to the principles set forth in, Company's Code of Conduct for Business Partners, which can be accessed at https://www.albemarle.com/direct/business-partner-code, as it may be amended from time to time.

22.3. **Data Privacy.** Contractor represents and warrants that its treatment of all personal data complies with Applicable Laws regarding privacy and personal data, and it shall implement and maintain appropriate safeguards no less rigorous than accepted industry practice to ensure the security, confidentiality, and integrity of all personal data that Contractor receives or has access to under this Contract. Contractor will ensure that receipt of and access to any Company personal data is limited to those members of Contractor Group who have a need to receive or access the data to perform their responsibilities under the Contract and shall use such personal data solely for the purpose of the Contract.

22.4. **Trade Controls.**

(a) Contractor will comply with Trade Control Laws in performing its obligations under the Contract. "**Trade Control Laws**" means any Applicable Laws relating to export control, import control, restrictions, sanctions, anti-boycott regulations, and the trade of Goods, Services, software, technology, technical data, or other items. If requested by Company, Contractor will provide Company with trade compliance information including the export control jurisdiction, classification, and harmonized tariff/import code of any Goods, Services, software, technology, technical data, or other items that Contractor supplies to Company in connection with the Contract.

(b) Contractor shall promptly notify Company in writing providing all relevant details if: (i) its export privileges are denied, suspended, or revoked in any jurisdiction; or (ii)

any representation made by Contractor under this Section 22.4 becomes inaccurate or incomplete in any material respect.

(c) Contractor represents and warrants that any Goods, Services, Work, software, technology, technical data, or other items provided or made available to Company under the Contract: (i) do not constitute items or technology that are prohibited from export, re-export, or transfer under applicable Trade Control Laws; and (ii) to the extent such items or technology are classified as dual-use or otherwise subject to export control or restrictions, and if Company consents to Contractor providing dual use items or restricted import items, all necessary and valid export licenses, permits, or other governmental authorizations have been duly obtained and remain in full force and effect. Contractor covenants that the representations and warranties set forth in this Section shall remain true, accurate, and complete throughout the term of the Contract. In the event any such representation or warranty becomes untrue, inaccurate, or incomplete, Contractor shall promptly notify Company in writing, providing all relevant details and documentation.

(d) Contractor shall indemnify, hold harmless, and defend Company Group from and against any Claim or Loss, connected with (i) Contractor's failure to obtain or maintain any required export licenses, permits, or authorizations; or (ii) any unauthorized export, re-export, transfer, or disclosure of restricted technology.

(e) Contractor is responsible for: (i) exporting and importing any Goods into the country where the Delivery Point is located in accordance with Applicable Law; (ii) managing and clearing customs in the country where the Delivery Point is located, except that, if doing so requires naming Company or a Company Site, Contractor shall inform Company before making any such statement, and Company shall have the right to participate in any communications with the applicable Governmental Authority; and (iii) paying any export or import duty, tariff, or other taxes.

22.5. **Anti-Bribery.**

(a) Contractor represents and warrants that it will comply, and will cause all Personnel to comply, with the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any other Applicable Laws relating to anti-bribery and anti-corruption.

(b) Contractor represents and warrants that neither Contractor nor any Personnel have, directly or indirectly, made, offered to make, authorized, or received (and will not in the future directly or indirectly make, offer to make, authorize, or receive) any payment of funds, kickback, bribe, gift, gratuity, commission, rebate, payoff, or other thing of value to or from: (i) any member of Company Group, other than the payments set forth in this Contract or other written contractual agreement between Contractor and Company; (ii) any Third Party for the purpose of influencing the performance by Contractor or Company of its respective duties under this Contract; or (iii) any government entity or official, for the purpose of influencing official actions or decisions, or securing any improper advantage.

(c) If during the duration of the Contract Contractor or any Personnel become subject to any investigation or enforcement proceeding regarding any offense or alleged offense involving Applicable Laws relating to anti-bribery or anti-corruption, Contractor will notify Company of the investigation or proceeding as soon as possible.

22.6. **Modern Slavery.**

(a) "**Modern Slavery**" means conduct that would constitute a violation of any Applicable Law regarding ethical labor and supply chains, including trafficking of persons, illegal forms of child labor, slavery, forced labor, deceptive recruiting, debt bondage, or offenses involving working without the required visa or work authorization.

(b) Contractor will: (i) have processes in place to review and mitigate the risks of Modern Slavery practices in its operations and supply chains; (ii) cooperate with Company to address and mitigate any Modern Slavery risks or impacts in connection with the provision of any Work to Company; and (iii) promptly notify Company in writing if it becomes aware of any violation of Applicable Laws relating to Modern Slavery in regard to the Contract.

22.7 **Security.**

Contractor will establish, maintain, enforce, and continuously improve security procedures and safeguards against the unauthorized use, destruction, loss, or alteration of Confidential Information, which are no less rigorous than accepted industry standards. If access to Company's systems, networks, or devices is required to allow Contractor to perform the Contract, Contractor shall: (i) request prior written approval from Company and (ii) follow Company's security rules regarding such access.

Contractor's access shall be limited to that strictly required to meet the requirements of the Contract. In the event of a security incident involving Company systems, networks, devices, or Confidential Information, Contractor shall notify Company as soon as possible in writing and at Contractor's cost investigate the incident, take all necessary steps to eliminate or contain the exposures that led to the incident, and implement rectification measures if a data breach occurred or is likely to occur.

23. FORCE MAJEURE

23.1. "**Force Majeure Event**" means any of the following that is beyond the reasonable control of the affected Party and that arises on or after the Effective Date: (i) "acts of God" such as earthquake, hurricane, or other natural disaster; (ii) armed conflict, riots, or terrorist acts; (iii) labor disputes, which are not limited to the operations of Company Group or Contractor Group, as applicable; (iv) a pandemic declared by the World Health Organization; (v) actions of a Governmental Authority; or (vi) any other circumstance of similar character to items (i) through (v) above.

23.2. A Party that is unable to perform all or any material portion of its obligations due to a Force Majeure Event shall: (i) provide prompt written notice to the other Party describing the Force Majeure Event and its impact; and (ii) be excused from such obligations for as long as the impact of the Force Majeure Event continues, but only to the extent the Force Majeure Event could not have been avoided by the reasonable diligence of the affected Party. The affected Party will resume performance of its impacted obligations as soon as reasonably possible after the Force Majeure Event ceases. Each Party shall bear its own costs incurred as the result of a Force Majeure Event.

24. GENERAL

24.1. **Notices.** Notices given under the Contract will be in writing, will be effective upon receipt, and will be transmitted by: (i) personal delivery; (ii) express courier service (*e.g.*, Federal Express, DHL); (iii) registered or certified mail (postage prepaid, return receipt requested); or (iv) email (with confirmation of transmission). Any such notice will be addressed to a Party's applicable address set forth in the Purchase Order or such other address as advised by one Party to the other Party from time to time by written notice.

24.2. **Assignment.** Contractor will not assign, novate, or otherwise transfer all or any part of its rights or obligations under the Contract without Company's prior written consent.

24.3. **Independent Contractor.** Contractor is an independent contractor performing the Contract. Contractor is not authorized to bind or act on behalf of Company in any circumstance whether by contract or otherwise.

24.4. **No Third-Party Beneficiaries.** Nothing in the Contract, express or implied, is intended to confer upon any person or entity, other than the Parties and indemnitees, any rights or remedies under the Contract.

24.5. **Convention on Contracts Not Applicable.** To the extent permitted by Applicable Law, the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.

24.6. **No Waiver.** If a Party fails to require performance by the other Party of any provision of this Contract, such failure in no way affects the right to require such performance at any time thereafter. No waiver by a Party of any breach or obligation by another Party will be deemed as a waiver of any prior or subsequent breach or obligation under the Contract.

24.7. **Cumulative Remedies.** No remedy referred to in this Contract is intended to be exclusive, but each remedy shall be cumulative and in addition to any other remedy referred to in this Contract or otherwise available under Applicable Law, and any remedy can be pursued separately or concurrently.

24.8. **Severability.** If any term, condition, or other provision of the Contract is held to be or made invalid by Applicable Law, or is otherwise rendered invalid, the remainder of the Contract will not be affected or invalidated thereby.

24.9. **Survival.** Any provisions in the Contract that by their content or nature are continuing, will survive termination or completion of the Contract.

24.10. **Entire Agreement and Amendment.** The Contract constitutes the entire agreement between the Parties pertaining to the subject matter contained in the Contract. The Contract supersedes any prior or contemporaneous agreements, proposals, representations, understandings,

or communications between the Parties (whether oral or written) pertaining to the subject matter of the Contract. No modification or amendment to the Contract will be binding unless made in writing and signed by each Party.

25. PRC-SPECIFIC REQUIREMENTS

25.1. **Governing Law - PRC.** If the Contract relates to a Company Site located in the People's Republic of China, or multiple Company Sites at least one of which is located in the People's Republic of China, then the Governing Law will be the laws of the People's Republic of China.

25.2. **Dispute Resolution - PRC.** If the laws of the People's Republic of China is the Governing Law according to Article 25.1, disputes arising out of or in connection with the Contract will be referred to and finally resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the Shanghai International Arbitration Center ("SHIAC") and the arbitration shall be conducted in Shanghai.

26. APAC- SPECIFIC REQUIREMENTS

26.1. **Governing Law - APAC.** If the Contract relates to a single Company Site located in the APAC region but outside the People's Republic of China, or multiple Company Sites that are all located outside the People's Republic of China, the Governing Law will be the laws of the country where the Company Site is located, without regard to its conflict of law principles.

26.2. **Dispute Resolution - APAC.** Disputes arising out of or in connection with the Contract shall be referred to and finally settled by binding arbitration pursuant to the rules of the Relevant Arbitration Institution (defined herein), and the language of the arbitration shall be English. If Seller and Buyer are located in different countries, or, if Seller and Buyer are both located in Singapore or a country other than Korea, Japan or China, the "Relevant Arbitration Institution" shall be Singapore International Arbitration Centre (SIAC) and the arbitration shall be conducted in Singapore. If Seller and Buyer are both located in Korea, the "Relevant Arbitration Institution" shall be Korean Commercial Arbitration Board (KCAB) and the arbitration shall be conducted in Seoul. If Seller and Buyer are both located in Japan, the "Relevant Arbitration Institution" shall be Japan Commercial Arbitration Association (JCAA) and the arbitration shall be conducted in Tokyo. Notwithstanding any provision to the contrary in this subsection, either Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek urgent equitable and injunctive relief as may be available from any court or other authority with competent jurisdiction.