

PURCHASE ORDER TERMS AND CONDITIONS

1.0 Definitions. The terms "Products", "Goods" and "Services" as used herein shall include any equipment, goods, materials, supplies, drawings, data or any other articles or property or services as more fully described on the first page hereof. "Purchase Order" means General Dynamics United Kingdom Limited's (GDUK)'s purchase order (and any amendments thereto made by GDUK) along with these Conditions delivered to the Supplier (i.e. the party to whom this Purchase Order is issued and/or who is named on the Purchase Order's face) by any means including, without limitation, electronically and pursuant to which the Supplier shall supply the Products and Services. "Contract" means a contract for the sale and purchase of Products and Services between GDUK and Supplier, consisting of the Purchase Order, these Purchase Order Terms and Conditions (the "Conditions") and any Special Conditions, Schedules, Annexes including without limitation: drawings, specifications, instructions, quality assurance requirements, and any other document referenced therein. "Supplier" means the supplier of the Goods and/or Service to GDUK. "Parties" means GDUK and the Supplier, and Party shall be construed accordingly. "DEF STAN" means Defence Standards which can be found at <https://www.aof.mod.uk>. "DEFFORM" means the UK Ministry of Defence DEFFORM series which can be found at <https://www.aof.mod.uk>. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practise or course of dealing.

All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

1.1 Order of Precedence. The Conditions and any Special Conditions shall apply to all Purchase Orders and shall form part of the Contract, provided that if there is any inconsistency between these Conditions and any special conditions, the special conditions shall prevail to the extent of such inconsistency. No terms and conditions of the Supplier (including, without limitation, any terms or conditions set out in any quotation, estimate, invoice, acknowledgement form or other documentation delivered by the Supplier to GDUK) shall prevail over these Conditions or apply to the Contract. GDUK shall be bound only by Orders which are placed on GDUK's printed or electronic Order forms and signed or otherwise authorised on its behalf by a duly authorised officer, and which are accepted by the Supplier.

1.2 Acceptance by Supplier. Acceptance of the Purchase Order must be communicated by the Supplier within ten (10) days of the date of the Order. In the event that the Supplier delivers Goods or performs Services (in accordance with the Order) without such acceptance, the Supplier shall be deemed to have accepted the Order (subject to these Conditions), and the Contract shall be deemed to have been entered into by the parties, on the date that the Supplier first delivers the Goods or commences performance of the Services.

2.0 Delivery of Products and Services. The Products and Services shall be delivered or performed, as the case may be, by Supplier delivered at place (DAP) Incoterms Rules 2020 at the place or places specified on the first page hereof. Title to and all risks of loss or damage to any such Products shall remain with Supplier until receipt by GDUK, as evidenced by the signature of a duly authorised representative of GDUK, along with any documents of title; however, risk of loss or damage with respect to rejected goods shall remain with Supplier.

2.1 Performance. Performance of this Purchase Order at the date or dates specified for delivery of the Products and/or the performance of Services is an integral part hereof. Time is of the essence unless otherwise provided herein. GDUK may, at its option, accept delivery at an earlier or later date or dates and such acceptance shall not be deemed to waive any right or remedy available to GDUK under this Purchase Order. The Supplier shall inform GDUK of any actual or anticipated delay in the delivery of the Products or performance of the Services and, without prejudice to any other right or remedy to which GDUK may be entitled by law or contract or otherwise, GDUK shall be entitled to require the Supplier (at the Supplier's cost) to expedite delivery via airfreight or other method.

If Supplier fails to make delivery of the Products or timely completion of the Services in accordance with the Contract, GDUK shall have the option of terminating this Contract in accordance with Condition 11 or assessing 0.75% of the unit price per day, as liquidated damages and not as a penalty. Any such liquidated damages shall start no sooner than the fifth (5th) day after the Purchase Order Delivery Date, and continue until and including the date on which the Product(s) is delivered or the Services are completed, not to exceed 20% of the unit price. Any liquidated damages assessed to Supplier will be debited from the Supplier's account and may be set off against any other amount owed to Supplier by Purchaser. For the avoidance of doubt, liquidated damages or termination are the agreed-upon remedies for delay, but are without limitation as to other remedies available to Purchaser under the contract at law for other breaches of contract.

2.2 Shortfall or Excess Delivery. Supplier's delivery of Products and Services either by shortfall or in excess of or beyond that provided for in this Purchase Order shall not obligate GDUK under any circumstances. Shortfall or excess quantities of Products may be returned to Supplier and Supplier shall reimburse GDUK for any costs or expense for such return. If this Purchase Order provides for delivery in instalments or from time to time, a default under any instalment or any such time shall, at GDUK's option, constitute an event of default hereunder. GDUK's count of the Products shall be conclusive.

2.3 Change Requests. The Supplier shall consider favourably, and in good faith, any request made by GDUK to modify or change the whole or any part of the accepted Order (a "Change Request"). All Change Requests shall be delivered to the Supplier on GDUK's printed or electronic Order forms or headed paper and signed by a duly authorised representative of GDUK. The Supplier shall use its best endeavours to agree with GDUK any adjustments to the price or delivery schedule reasonably necessary to accommodate a Change Request. In the event that the Supplier is unable to accommodate a Change Request, GDUK shall be entitled upon written notice to terminate immediately the whole or the relevant part of the Contract, without any liability to the Supplier.

2.4 Further Orders. The Supplier shall use all reasonable endeavours to accept further Orders for Goods and/or Services, previously delivered or performed by the Supplier, at prices and delivery lead-times no less favourable to GDUK than those agreed for the accepted Order. In the event that the Supplier is unable to accept further Orders on such

terms it shall, at GDUK's request, enter into good faith negotiations with GDUK to agree applicable terms and conditions.

3.0 Charges. Performance of this Purchase Order shall be at the prices as set out on the Purchase Order and shall be exclusive of Value Added Tax, but inclusive of all other taxes, fees, duties, costs and expense (including any expenses incurred by Supplier to comply with legal or other obligations concerning waste, electrical and electronic equipment). No charges shall be made for packing, insurance or delivery unless otherwise agreed, by the parties in writing and, in such case, any such charge shall be separately detailed in the Supplier's invoice.

3.1 Invoices. Unless otherwise agreed by the parties in writing, the Supplier shall submit its invoice no more than thirty (30) days from the date of delivery of any Products or completion of any Services. At least three (3) business days prior to the submission of its invoice, Supplier shall submit to GDUK a draft or proforma invoice (the draft/ proforma invoice) of the said invoice for GDUK to review. GDUK shall, pursuant to its review and within the said period of three (3) business days, advise Supplier of any irregularities on the draft/ proforma invoice and any recommended rectifications of any such irregularities, along with advice as to whether GDUK intends to accept or reject the invoice as and when it is submitted. Each invoice shall accurately set out details of the Products or Services in respect of which the invoice was rendered and the applicable price, exclusive of Value Added Tax. Invoices shall not be sent to GDUK prior to the date of delivery of the Products or commencement of performance of the Services and must be sent to GDUK's address designated on the Order quoting the relevant Order number. Payment of all valid invoices shall be made in the currency stipulated in the Order and within thirty (30) days of receipt of the applicable invoice by GDUK, provided that GDUK may withhold payment in respect of any invoice that it is disputing, in good faith, until such time as the relevant dispute is resolved. GDUK may deduct from any sum due to the Supplier, under the Contract or under any other contract, any sum recoverable or due to GDUK or an affiliate of GDUK from the Supplier, under or in connection with the Contract or any other Contract.

4.0 Warranties. Supplier guarantees that the Products and Services shall: (a) conform in all respects with all drawings, specifications, designs and other requirements or descriptions stated in the Purchase Order or Contract; (b) correspond in all respects with advertisements, brochures, samples or other representations made by the Supplier to GDUK; (c) in the case of Products, be new and of the best grade and quality and in compliance and conformity with any applicable national, European or international standards or safety regulations including, without limitation, ISO 9001 (latest revision), CE marking, AS9100 and all other reasonable quality assurance related requests and requirements of GDUK and all other applicable legal requirements; and be fit for any purpose for which GDUK has expressly or by implication made known that it requires the same and in this respect GDUK relies on the Supplier's skill and judgement; (d) where there are manufactured Products, be free from defects in design materials and workmanship and remain so for fifteen (15) months after delivery; (e) pass all applicable acceptance tests of GDUK and the Supplier shall retain relevant test certificates, conformity assessments and test construction files and ensure that these are available for inspection by GDUK or any relevant regulatory authorities when required; and (f) in the case of Services be carried out with reasonable care and skill and in a professional manner. Supplier agrees that this guarantee shall survive any inspection, delivery, acceptance or payment and that in the event any nonconformity with Supplier's guarantee is discovered, in addition to any other remedy available to GDUK at law or in equity, Supplier shall be liable, at GDUK's option, for the cost of removal, repair or replacement, reinstallation and transportation of each non-conforming Product or Service. This guarantee shall run in favour of GDUK and its customers and their respective successors and assigns. Any attempt by Supplier to limit, disclaim or restrict this guarantee or any of GDUK's remedies in connection therewith shall be void without GDUK's prior written consent.

4.1 Software. Supplier warrants any hardware, software and firmware delivered under this Contract is free of but not limited to any viruses, malicious code, Trojan horse, time bomb, self-help code, back door, or any software code that could damage, destroy, disable, reveal, modify, or allow unauthorised access of any software or hardware. The Supplier warrants that it has not used or modified any software to which it does not own the rights ("Third Party Software") in connection with the development of, nor has it incorporated any such Third Party Software into, any of the Products where: (a) the use, modification or incorporation of such Third Party Software obliges or otherwise requires GDUK, the Supplier or any GDUK customer (i) to pay any sum of money to a third party, (ii) to provide to a third party source code or software upon request, at no charge or for a nominal or minimal charge, or (iii) to notify any of the foregoing to a third party; or (b) such Third Party Software was licensed to Supplier under the "GNU General Public License" or under the terms of any similar license.

4.2 Non-compliant Goods or Services. The Supplier shall, at its own risk and expense but at GDUK's sole option, repair, replace, re-perform or refund the cost of any Goods or Services which do not comply with the warranties set out in this Purchase Order Terms & Conditions at any time during the period of fifteen (15) months from the date of receipt by GDUK, in the case of Goods or completion of performance, in the case of Services (or such longer period as may be specified in the Order). Any Goods or Services repaired; replaced or re-performed pursuant to this provision shall be supplied to GDUK with a further fifteen (15) month warranty in accordance with this Purchase Order.

4.3 Genuine Goods. The Supplier shall supply goods in accordance with the Order instructions that are fit for purpose and shall ensure that all goods, including, without limitation, all parts and components that are incorporated in goods, are Genuine goods from the original patented source that owns the intellectual property of the goods ("Genuine"). The Supplier undertakes to adopt policies and procedures as necessary to ensure that it does not trade in counterfeit goods and shall authenticate all goods supplied as Genuine. The Supplier shall, to the greatest extent permitted by applicable law, indemnify, defend and hold Purchaser and Purchaser's customer harmless from and against any and all risk, claim or loss arising from the supply hereunder of counterfeit goods, (including counterfeit parts or components of goods), including, without limitation, the consequences of the risk of failure of Purchaser equipment used when the goods are used either in isolation or in combination with Purchaser equipment, assemblies, systems and/or products whether such failure is detected by GDUK or by GDUK's customer.

5.0 Acceptance; Quality; Inspection. The Products and Services shall be subject to

acceptance or rejection by GDUK within a reasonable time after delivery or performance. GDUK may return to Supplier, at Supplier's expense, Products which fail to meet the terms, conditions or specifications of this Purchase Order. GDUK's determination that any Product or Service is defective, unsatisfactory or non-conforming shall be final and binding. If GDUK rejects Products or Services, it may also at its sole option: (a) require the Supplier to promptly replace any defective or non-conforming Product and re-perform any unsatisfactory or non-conforming Service without any cost to GDUK; (b) recover from the Supplier any monies paid in respect of the rejected Products or Services; or (c) cancel the whole of the Contract (or that part of the Contract relating to the rejected Goods or Services or any Goods or Services yet to be delivered or performed) and, in such circumstances, recover any monies paid to the Supplier under the Contract together with any additional expenses reasonably incurred by GDUK in obtaining replacement Goods and/or Services from an alternative supplier. The Supplier shall notify GDUK of any nonconforming product that it identifies and obtain the approval of GDUK regarding nonconforming product disposition prior to delivery.

5.1 Acceptance by GDUK of any Product or Service shall not be deemed or construed to be a waiver by GDUK of any warranty and/or guarantee under this Purchase Order, either express or implied. Payment for the Products and Services shall not be deemed acceptance thereof. GDUK's signature given in respect of receipt of the Goods is evidence only of the receipt of the Goods, and not that the correct quantity or number of Goods has been delivered or of GDUK's acceptance of the Goods delivered.

5.2 GDUK, and its customer (to the extent any Product is ordered for purposes of resale) shall be entitled, upon reasonable notice, to enter the Supplier's works or the premises of its sub-contractors to inspect and test both the Goods during their manufacture, processing or storage and the Supplier's (or where relevant, the sub-contractor's) quality control procedures. Such inspection or failure to inspect shall not constitute acceptance by GDUK of the Goods or any waiver of any right or remedy to which GDUK may be entitled under the Contract, at law or otherwise in respect of defective Goods nor shall it relieve the Supplier of any responsibility under the Contract.

5.3 Marking. All Products delivered must be plainly marked with GDUK's name, Purchase Order number and contain a packing note which is uniquely numbered and sent at the same time as the Products are dispatched. All Hardware deliverables (Spare Parts, Repairs etc.) are to be packaged and labelled in accordance with DEFSTAN 81-41 Part 1 thru 6, unless agreed otherwise and stated on the face of this Purchase Order and in this event the Supplier shall ensure that all consignments of Goods are packaged and packed in such a way so as to avoid any deterioration, loss or damage during delivery. On delivery of each consignment of the Goods the Supplier shall deliver to GDUK such documents (including, without limitation, advice notes and certificates of conformity) as required or otherwise requested by GDUK without which GDUK may reject the delivery of the Goods.

5.4 Changes in Purchasing Information. Supplier will notify GDUK of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain GDUK's approval, and flow down to the supply chain the applicable requirements including customer requirements.

5.5 Allied Quality Assurance Publications (AQAP) 2110 & Quality Assurance Compliance. Requirements under the Contract may be subject to the NATO Standard, AQAP 2110 (Latest Edition) and Government Quality Assurance (GQA). GDUK will notify the Supplier of any such activity to be performed.

6.0 Intellectual Property. Supplier shall procure, on a royalty-free, irrevocable, perpetual basis, all third party consents and licenses necessary for GDUK and its customers to use, make use of and/or have used the Products and Services. In the event the Order and/or the applicable purchase price provides for the design or development of any Deliverable by the Supplier for GDUK, all patents, designs, copyrights and all other intellectual property rights in such Deliverable (and all other designs, drawings, specifications and other documentation produced or developed by the Supplier in connection with the same) shall vest in GDUK and the Supplier shall execute all documents and do all acts as are necessary to vest such intellectual property rights in GDUK. All drawings, data, designs, engineering instructions, models, specifications, or other technical or business information, written or otherwise, supplied by on or behalf of GDUK or prepared by Supplier specifically in connection with performance under this Purchase Order shall be and remain the property of GDUK and, upon request of GDUK, such information and all copies thereof held by Supplier shall be returned to GDUK. The Supplier shall acquire no right, title or interest in or to such designs, save for the right to use such Designs in the course of performing its obligations under the Contract.

7.0 Risk of Loss. Title and risk in the Goods shall pass to GDUK on delivery in accordance with Condition 2.0. Such passing of title and risk shall be without prejudice to any right of rejection or cancellation arising under the Contract, at law or otherwise. Any goods or raw materials purchased or allocated by the Supplier for the purpose of fulfilling the Contract or any work done thereunder (collectively "Work In Progress") shall immediately vest in GDUK where advance payment or progress payments have been made by GDUK in respect of the Contract. The Supplier shall clearly mark Work In Progress in such a way that it is clearly identifiable as the property of GDUK.

8.0 Insurance; Indemnity. Supplier shall take all proper safeguards against loss and injury in the performance of the Services. During the term of this Contract, Supplier shall maintain sufficient insurance, with insurers of recognized responsibility and shall require subcontractors to do the same. Supplier shall indemnify GDUK (and its affiliates, owners, directors, officers, employees, contractors and agents) against all losses, damages, liabilities, costs and expenses (including legal expenses) suffered or incurred in connection with the Supplier's supply of the Products and/or Services, including, without limitation, any claim in connection with the personal injury to, or death of, any person or loss, damage or destruction of property (a) caused by the negligence of the Supplier, its employees, sub-contractors, agents and/or other representatives, or any breach by the Supplier of the Contract or (b) resulting from any default in the performance of any of the covenants or agreements of Supplier in this Purchase Order or (c) arising from Supplier's sale, manufacture or delivery of the Products to, or performance of the Services for, GDUK, or GDUK's use thereof, including, without limitation, by reason of any alleged infringement of any UK or foreign patent, copyright, trademark or trade secret or other intangible property right with respect to any Product, or (d) resulting from any injury, loss, or damage to any third party (including, but not limited to, GDUK's employees, agents, or subcontractors) or its property caused in part or in whole by the action or failure to act of

Supplier or any of its employees, agents, or subcontractors. In the event that the sale or use of any Goods or Services breaches the warranty set out in subsection (c) herein, the Supplier shall (at GDUK's sole option), without limitation and without prejudice to the indemnity set out in herein: procure all necessary third party consents and licenses for GDUK and where relevant its customers, to use, make use of or to have used the Goods and Services; or modify, replace or re-perform the infringing Goods and/or Services with non-infringing Goods and/or Services which conform, in all material respects, with the Contract. Supplier shall be under no liability under this Section in respect of any infringement claim of a third party due to a design or specification supplied by GDUK.

8.1 Limit of Liability. Notwithstanding Conditions 8.0 and 9.1, GDUK shall not be liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of revenues, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any incidental, indirect, special or consequential loss or damage of any kind arising out of or in connection with this Contract, in each case howsoever arising and whether such loss or damage was foreseeable or in the contemplation of the parties and whether caused by tort (including negligence), breach of contract or otherwise. For any other potential liabilities incurred by GDUK under this Contract, such aggregated liability is limited to the value of the individual Purchase Order affected.

9.0 Company Property. All jigs, tools, dies, patterns, moulds, gauges, components, materials or any other items of whatsoever nature provided by GDUK for use in connection with the Contract (collectively, "Property") shall be at the Supplier's risk from the time that such Property leaves GDUK's premises until it is returned to GDUK. Title to the Property shall remain vested in GDUK and/or its licensors or suppliers and Supplier will insure the Property against all loss and damage and note GDUK's interests on its policy. GDUK shall have the right (with reasonable notice) to inspect Property while in the Supplier's possession or control. The Supplier shall maintain a list of all Property in its possession or control and shall, at the request of GDUK, provide GDUK with a copy of such list or any other information that GDUK may require concerning the Supplier's maintenance, use, possession, control or holding of such Property. The Supplier shall not use any Property other than for the purpose of performing its obligations under the Contract and shall maintain the same in good condition. The Supplier shall, at the sole option of GDUK, either return the Property to GDUK or destroy the same (and provide confirmation of such destruction) at any time upon GDUK's written request or, in any event, on completion of the Contract. The Supplier shall comply with all applicable laws, rules and regulations concerning the destruction of Property, including (without limitation) any laws, rules, regulations or guidance concerning waste electrical and electronic equipment.

9.1 Personnel. If the performance of the Contract requires the Supplier to send employees to GDUK's premises then, notwithstanding any degree of supervision or instruction by GDUK, such employees shall remain employees of the Supplier and under the Supplier's control. Moreover, the Supplier shall effect and maintain in force comprehensive employer's liability insurance in respect of such employees and shall indemnify GDUK against all losses, damages, liabilities, costs and expenses (including legal expenses) suffered or incurred by GDUK in connection with the personal injury to, or death of, any of the Supplier's employees, sub-contractors, agents and/or other representatives while on GDUK's premises whether or not such persons were, at the time of their death or personal injury, acting in the course of their employment or engagement. The Supplier shall ensure that all of its employees, sub-contractors, agents or other representatives ("Personnel") employed for the purposes of the Contract are suitably skilled and qualified and shall provide details upon GDUK's request. The Supplier shall ensure that all Personnel required to execute work on GDUK's premises in performance of the Contract shall abide by applicable laws, rules and regulations concerning health and safety including, without limitation, the Health and Safety at Work etc. Act 1974 and by the safety rules, regulations and any other instructions of GDUK as may be communicated to such Personnel or the Supplier from time to time.

9.4 Non-Solicitation. (a) Neither Party shall, for a period of 24 months from the date of this Agreement, direct and indirect solicit or entice away, or attempt to solicit or entice away, except with the prior written consent of the other Party, any employee of the other Party who is employed or engaged in the Purpose.

(b) A Party shall not be in breach of clause 9.4 (a) as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff or the customers of the other Party.

(c) If either party commits any breach of clause (a), the breaching party shall, without prejudice to any other rights or remedies of the other Party, on demand, pay to the other Party a sum equal to one year's basic salary or the annual fee that was payable by the other Party to that employee, worker or independent contractor plus the recruitment costs incurred by the other Party in replacing such person.

10.0 Confidential Information. Supplier acknowledges that Supplier may receive, be exposed to, and learn in the course of providing to GDUK the Products and Services hereunder secret, confidential, or proprietary knowledge, information, or trade secrets of GDUK, including but not limited to information regarding know-how, drawings, designs, specifications supplied by GDUK in connection with the Contract, business methods, finances, customers, suppliers, pricing, marketing, technologies, and the personnel of GDUK and the terms/conditions of this Contract, ("Confidential Information"), in various media, including but not limited to oral, written, and electronic form. "Confidential Information" shall not include any information which is publicly available through no fault of Supplier. Both during and after Supplier's engagement with GDUK, without prior written consent by GDUK, Supplier shall not (a) disclose or make accessible to any person or communicate in any manner to any party any Confidential Information, or (b) use any Confidential Information for personal benefit or for that of a third party; provided, however, that the Supplier may provide such information where required by law so long as Supplier uses all reasonable endeavours to notify GDUK in advance of such disclosure and seeks to ensure that all such recipients agree to be bound by similar confidentiality restrictions. Supplier shall return or destroy the Confidential Information upon GDUK's request. Supplier agrees to comply with all applicable security procedures in the event Supplier is provided with information marked as "classified" pursuant to the Contract or Order.

10.1 Data Protection. "Data Protection Legislation" means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which

relates to the protection of personal data; (b) to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data. "Personal Data" has the meaning given to it in the Data Protection Legislation. "Relevant Activity" has the meaning given to it in Condition 10.1.2.

10.1.1 In performing its obligations under the Contract, the Supplier will comply and will procure that each member of its Group complies with all applicable requirements of the "Data Protection Legislation". This Condition 10.1.1 is in addition to, and does not relieve, remove or replace, the Supplier's Data Privacy obligations under Condition 10.0 Confidential Information and Condition 10.1.4.

10.1.2 The parties expressly agree that in performing their respective obligations under this Contract, there will be no transfer or processing of "Personal Data" or any other activity involving "Personal Data" ("Relevant Activity").

10.1.3 Notwithstanding Condition 10.1.2, if Party 1 considers that, in order to perform its obligations under this Contract, it is necessary to carry out a "Relevant Activity", Party 1 will notify Party 2 of the same in writing as soon as possible and, in any event, before carrying out the "Relevant Activity". On such notice being given by Party 1 and received by Party 2, the Parties will assess their obligations under the applicable "Data Protection Legislation" and agree such amendments to this Contract as may be necessary to ensure the Parties' compliance with the applicable "Data Protection Legislation".

10.1.4 The Supplier acknowledges that GDUK places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Sites and the security of the GDUK's systems. The Supplier also acknowledges the confidentiality of the GDUK's data and shall ensure that no GDUK data is copied to (including but not limited to) media, laptops, CDs, DVDs, USBs, external hard drives or email other than is necessary under the Contract.

10.2 Cyber Essentials Scheme. Where the supply of Products and Services entail the transfer of Ministry and Defence (MOD) identifiable information from GDUK to Supplier or the generation of information by Supplier specifically in support of the MOD contract, the Supplier is required to have a Cyber Essentials certificate and such certificate will be required to be renewed annually. The Supplier will provide a copy of such certificate to GDUK on request. This requirement must be flowed down through to the Suppliers supply chain. In addition, Supplier agrees to defend, indemnify, and hold harmless GDUK, its customers and its agents against any liability, including without limitation costs, expenses and legal fees, caused by or related to a Security Incident.

11.0 Termination. GDUK shall have the right to terminate this Purchase Order at will, without liability, in whole or in part, at any time, and from time to time, by written notice to Supplier effective upon receipt of such notice by Supplier at which time, Supplier shall immediately discontinue performance hereunder and comply with GDUK's instructions regarding disposition of Products and completion of Services delivered or to be delivered hereunder. GDUK shall thereafter pay a fair and reasonable price, not to exceed the total purchase price of the Order, to Supplier for Products and Services delivered or performed by Supplier and accepted by GDUK prior to the date of termination. In addition, GDUK may cancel the whole or any part of the Contract immediately with written notice, and without liability, in the event that Supplier breaches a material provision of the Contract (including delivery or performance by the applicable delivery date) and fails to cure such breach within seven (7) days of receipt of written notice requiring it to do so; or becomes insolvent. In the event, GDUK terminates the contract for an uncured material breach, GDUK may (at its sole option) claim damages for any losses, damages, liabilities, costs and expenses incurred by GDUK as a result of such failure to deliver and/or perform the Products and/or Services (including, without limitation, legal costs and late delivery charges levied by a third party); require the Supplier to fulfil all outstanding Orders and, in such circumstances, the Supplier shall do the same in accordance with the Contract; and require the Supplier to deliver all Goods or any part thereof which have been paid for by GDUK prior to termination including any Work in Progress as further defined herein.

11.1 Green Termination. Without affecting any other right or remedy available to it, GDUK may terminate this agreement by giving 1 month written notice to the Contractor:

(a) if GDUK, has decided to switch to an alternate supplier to achieve a reduction in GDUK's Carbon Footprint; (b) if the Supplier's environmental practices, negative environmental impacts, lobbying activities, partnerships, trade associations or public policy positions bring GDUK'S reputation into disrepute because they conflict with the GDUK's published net zero/carbon reduction or applicable targets from time to time; or (c) if the Supplier acts persistently and materially in a manner that reasonably justifies the GDUK's opinion that the Supplier's business operations or other conduct is/are inconsistent with good environmental practice and policy; or (d) if the Supplier fails within 30 days to respond fully to a request for information made by GDUK to allow GDUK to assess the Supplier's Carbon Footprint, environmental practices and policies that relate to the activities/ supply of Services/ Services provided under this agreement.

12.0 Compliance. The Supplier shall (i) comply with all applicable laws, statutes, rules and regulations including, but not limited to, all laws relating to safety, health, and the environment in relating to the creation, sale and delivery of the Products and performance of the Service and (ii) be responsible for the payment of all charges, duties and taxes (excluding VAT) relating to the supply of the Products and/or Services to GDUK.

12.1 Export Compliance. The Supplier shall secure and comply with all necessary export and import licences, agreements, consents, Customs clearances and all other approvals in respect of the supply of the products and services to GDUK, including authorisations, if any, provided by the U.S. Department of State, pursuant to the International Traffic in Arms Regulations (ITAR), and the U.S. Department of Commerce, pursuant to the Export Administration Regulations (EAR) and the UK Governments Export Control Joint Unit (ECJU) pursuant to the Export Control Order 2008. Supplier shall provide a clear statement to GDUK of the U.S. content (either ITAR-controlled or EAR-controlled) and UK Military and Dual-Use content of all products that they are required to sell to GDUK, and shall obtain and provide copies to GDUK of all licences, permits, approvals or other authorisations as necessary to sell and deliver the products to, and perform the services for, GDUK pursuant to this Purchase Order. Supplier shall inform GDUK as soon as they become aware that the exportability or importability of the products that they are required to sell and deliver to GDUK has changed. Supplier shall be held responsible for any delays in delivery of products or services to GDUK as a result

of the permanent or temporary inability to obtain export licences or authorisations as a result of a change in the ITAR / EAR / UK Military and Dual-Use status of products that they are required to sell to GDUK. Supplier shall obtain all necessary amendments to licences, permits, approvals or other authorisations as requested by GDUK. On request, each party shall supply the other with information necessary to support the requisite export / import authorisations, such as ultimate end user, ultimate end use, intermediate consignees, signatories, foreign sub-licensees and their nationalities. The supplier shall also provide a fully populated GDUK Product Classification Questionnaire which includes accurate Customs Commodity Code information for all products being supplied under this Purchase Order.

13.0 Environmental Requirements and Sustainability. In addition to complying with ISO9001, AS9100 and any quality requirements stipulated under contract, the Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the supply of goods and services including but not limited to sustaining ISO14001.

The Supplier shall meet all reasonable requests by GDUK for information evidencing compliance with the provisions of this Condition by GDUK, and provide GDUK with the contact name and details of its Environment and Sustainability Representative.

The Supplier shall at all times be capable of demonstrating to GDUK how it builds Sustainable Development into its policies, plans and decisions, and how it identifies, monitors and mitigates environmental, economic and social impacts.

13.1 Hazardous Substances. The Supplier shall not deliver any hazardous or toxic substances to GDUK's premises without GDUK's prior written approval and, if approved, the Supplier shall mark all hazardous Goods with applicable international danger symbols and display the name of the material in English. All information held by or reasonably available to the Supplier regarding any potential hazards known or believed to apply to the handling or use of the Goods supplied shall be promptly communicated to GDUK prior to delivery and the Supplier shall supply before delivery any information required by GDUK regarding the handling, use or disposal of hazardous Goods or substances. Upon GDUK's request, the Supplier shall deliver a certificate or other written statement confirming that any Goods supplied to GDUK do not contain levels of lead, cadmium or other hazardous materials above those permitted under any applicable laws, rules, regulation or guidance, including (without limitation) in respect of waste electrical and electronic equipment. Further, the Supplier shall comply with the UK Control of Substances Hazardous to Health Regulations 2002 and the Montreal Protocol on Substances That Deplete the Ozone Layer.

13.2 RoHS Regulations. In addition to adhering to the WEEE EC Directive 2002/96/EC dated February 2003 (Waste of Electrical and Electronic Equipment), the Supplier shall also comply with the Restriction of Hazardous Substances EU Directive 2011/65/EU which entered into force on 21st July 2011 having been transposed in to law on 1st July 2011.

13.3 Registration, Evaluation, Authorisation and Restriction of Chemicals (EU-REACH) Regulations. The Supplier shall at all times comply with the requirements of Regulation Number 1907/2006 dated 18th December 2006 of the European Union regarding the handling of such chemical substances. The Supplier shall ensure that all duties imposed upon it according to Articles 31 to 33 inclusive of such Regulations are fulfilled. Without request by GDUK, the Supplier shall provide all information which GDUK may require from the Supplier in the supply of any goods or services.

13.4 Securities and Exchange Commission (SEC) Final Rule for Disclosing Use of Conflict Minerals. The Supplier certifies that, regardless of whether Supplier is publicly traded or not, Supplier does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. (the "Rule").

Supplier certifies and warrants that all products that [have been or] will be delivered to GDUK by Supplier under this Order [since January 31, 2013,] are DRC Conflict Free, as defined by and consistent with the Rule.

Supplier agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to GDUK pursuant to this Order originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as defined in the Rule. Supplier further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product delivered to GDUK pursuant to this Order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Supplier agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

Supplier agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to GDUK under this Order) to furnish information to Supplier necessary to support Supplier's obligations under this Condition 13.4. Supplier will maintain records reviewable by GDUK to support its certifications above. Supplier acknowledges that GDUK may utilize and disclose Conflict Minerals information provided by Supplier in order to satisfy its disclosure obligations under the Rule. If GDUK determines that any certification made by Supplier under this Condition 13.4 is inaccurate or incomplete in any respect, then GDUK may terminate this Purchase Order pursuant to the provisions of Condition 11.0 Termination.

14.0 Rights of Third Parties. The parties agree to do all such further acts and execute such additional documents which may reasonably be required to give full effect to the rights given and the transactions contemplated in the Contract. A person, who is not a party to the Contract, other than the successors or permitted assignees of the parties or an Affiliate of GDUK, shall have no rights by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce or rely on any of its terms.

15.0 Force Majeure. In the event of fire, flood, strike, lockout, other labour disturbances, accident, war or other cause ("Force Majeure Event") beyond the reasonable control of GDUK which prevents or interferes with its acceptance or use of the Products and/or Services, GDUK may defer delivery of the Products or performance of Services without liability or obligation to Supplier nor shall Supplier be liable to GDUK should a Force Majeure Event preclude or delay Supplier from performing its obligations under the

Contract provided that Supplier notify GDUK in writing immediately on it becoming aware of the Force Majeure Event and use its best endeavours to minimise the effect of such Force Majeure Event. GDUK may cancel in whole or the relevant part of the Contract, without liability to the Supplier, in the event that a Force Majeure Event prevents, delays the Supplier from performing its obligations under the Contract for thirty (30) days or more.

16.0 Assignment. The Supplier may not, without the prior written consent of GDUK, assign or transfer to any third party its rights or obligations under the Contract or engage sub-contractors to perform any of its obligations under the Contract. For the avoidance of doubt, GDUK may assign its rights to a third party without the prior written consent of the Supplier.

17.0 Entire Agreement. This Contract is the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, commitments, representations, writings and other communications between the parties with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties, except as expressly stated in the Contract.

18.0 Waiver. The failure by a party to enforce or exercise, at any time or for any period of time, any term or any right or remedy to which it may be entitled under the Contract, at law or otherwise shall not be construed as a waiver or relinquishment of such term, right or remedy nor shall it limit or otherwise affect the party's rights to enforce or exercise, in the future, such term, right or remedy. The exercise, by a party, of any of its rights or remedies under the Contract shall be without prejudice to any other rights or remedies to which that party may be entitled under the Contract, at law or otherwise. Neither party shall have any remedy in respect of any untrue statement, made by the other party, upon which that party relied in entering into the Contract, unless such untrue statement was made fraudulently.

19.0 Modification. Any modification of this Purchase Order will be effective only if it is in writing signed by Supplier and GDUK.

20.0 Severability. In the event that any term of the Contract is found to be void, illegal, invalid or otherwise unenforceable, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.

21.0 Relationship of the Parties. Unless expressly stated otherwise in the Contract, the relationship of the parties is that of independent contractors and nothing in the Contract shall constitute either party as the agent, employee or representative of the other, or empower either part to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

22.0 Law. All Contracts shall be governed and construed in all aspects in accordance with English and Welsh law as applicable in Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts, provided that GDUK may commence proceedings, as claimant, in the courts of any competent jurisdiction.

23.0 Dispute Resolution. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of the dispute, then, the parties shall follow the procedure set out in this clause: (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the parties Authorised Procurement Representatives shall attempt in good faith to resolve the Dispute; (b) if the parties Authorised Procurement Representatives are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Head of Commercial of both parties who shall attempt in good faith to resolve it; and (c) if the Head of Commercial/ Legal of either party for any reason is unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into arbitration to settle the dispute in accordance with the London Court of Arbitration (LCIA) Rules and Procedure. To initiate the arbitration, a party must serve notice in writing (ADR Notice) to the other party to the Dispute, referring the dispute to arbitration. The commencement of arbitration shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Condition 22.0 Law which clause shall apply at all times.

24.0 Indemnification. Supplier shall indemnify GDUK against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Supplier arising or in connection with: (i) Any breach of warranties contained in clause 4.0; (ii) Supplier's breach or negligent performance or non performance of this Contract; (iii) The enforcement of the Contract; (iv) Any claim made against Supplier for actual or alleged infringement of a third party's 84-005-0807 (07/24/18) intellectual property rights arising out of or in connection with this Contract; (v) Any claim made against Supplier by a third party arising out of or in connection with the provision of Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by Supplier, its employees, agents or subcontractors; (vi) Any claim made against Supplier by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Goods is attributable to acts or omissions of Supplier, its employees, agents or subcontractors.

This indemnity shall not cover GDUK to the extent a claim under it results from GDUK's gross negligence or wilful misconduct.

The provision for indemnification is in addition to any other provision for indemnification in any document made part of this Contract.

This condition 24.0 shall survive any termination or expiration of this Contract for any reason.

23.0 Publicity. Notwithstanding any other provision of this Purchase Order, Supplier shall not use GDUK's names or trademarks, and shall not make, release or disseminate any public statements, promotions, press releases or announcements relating to GDUK, without GDUK's prior written consent, including, without limitation, the fact that GDUK and Supplier have entered into this Purchase Order, or that Supplier is providing GDUK with Products and Services hereunder.

24.0 Notices. Unless otherwise agreed in writing, all notices and other communications required or permitted to be given under the Contract shall be in writing and be delivered or transmitted to the intended recipient's address as specified in the Purchase Order (as

may be modified by a party upon notice to the other). Any notice shall be treated as having been served on delivery if delivered by hand, three (3) working days after posting if sent by pre-paid registered mail, two (2) working days after dispatch if sent by courier and on confirmation of transmission if by facsimile.

25 Employment Regulations. In any event, where the Employment Regulation applies to staff transfers of either party, each Party shall comply in full with all the obligations imposed on it by the Employment Regulation.

Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the Employment Regulation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

26.0 Anti-Bribery. Both parties agree that in connection with activities under this Agreement it shall not carry out any prohibited acts, make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the Foreign Corrupt Practices Act, the UK Bribery Act 2010 or other applicable anti-bribery laws. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. Each party further represents that it maintains an anti-corruption policy which prohibits the foregoing activities.

27.0 Anti-Slavery and Human Trafficking. (a) In performing its obligations under the Contract, the Supplier shall: (i) Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and (ii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; (iii) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Condition 27; (iv) notify GDUK as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with The Contract and/or PO. (v) Maintain a complete set of records to trace the supply chain of all Goods and services provided to GDUK in connection with the Contract and PO; and permit the GDUK and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Condition 27. (b) The Supplier represents and warrants that at the date of the Contract it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking. (c) GDUK may terminate the Contract and PO with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Condition 27. (d) The Supplier is required to provide a representation annually to GDUK that it has robust policies and procedures to ensure that none of the Goods provided include persons who have been subject to slavery or human trafficking. Moreover, Supplier will be required to provide a declaration on the level of due diligence it conducts to ensure that these illegal practices do not exist in their supply chain to satisfy itself that none of the Goods provided have been subject to slavery or human trafficking. (e) The Supplier shall implement a system of training for its employees to ensure compliance with its Anti-slavery Policy. (f) The Supplier shall keep a record of all training offered and completed by its to ensure compliance with its Anti-slavery Policy and shall make a copy of the record available to the GDUK on request. (g) The Supplier shall indemnify the GDUK against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the GDUK as a result of any breach of its Anti-slavery Policy and Anti-slavery laws.