

These Terms and Conditions set forth the only terms and conditions that shall apply to all purchases of goods and services (“**Goods**” and “**Services**”, respectively, or, collectively, “**G&S**”) by WWJ Corp. (“**WWJ**”) from the vendor identified in the relevant Order (“**Vendor**”) by means of a service order, statement of work, authorization letter, or other written communication or electronic transmission (each, an “**Order**”) issued by WWJ and delivered to Vendor for the purchase of Goods or Services as described in such Order.

1. Orders; Acceptance.

Vendor's (a) execution of an Order, (b) commencement of work on the Goods and/or Services to be purchased under an Order, (c) shipment of the Goods covered in an Order or (d) failure to raise any issues with an Order within 48 hours of the receipt, whichever occurs first, shall be deemed to constitute Vendor's acceptance of such Order and the terms and conditions hereof and thereof. Each Order must include an Order number (assigned by WWJ) and all applicable prices, quantities (if applicable), delivery dates and delivery locations for the Goods and/or Services to be provided pursuant to the Order. Vendor shall deliver Goods in the quantities and on the date(s) specified in the applicable Order or as otherwise agreed in writing by the parties. If no delivery date is specified, Vendor shall deliver Goods within 10 days of Vendor's receipt of an Order. Time is of the essence in executing any Order, and prompt and timely performance of all obligations hereunder and thereunder with respect to the timely delivery of the G&S (including all performance dates, timetables, project milestones and other requirements in this Agreement or the applicable Order), is strictly required. If the estimated schedule for completion set forth in an Order will likely require Vendor to work after regular working hours and/or increase the size of Vendor's work force, Vendor shall take any such steps without additional cost to WWJ. WWJ shall have no liability for any damage resulting from any cancellation. Upon full completion of the Services, including clean-up work, Vendor shall notify WWJ in writing and render a final invoice containing a certificate of completion. Vendor shall receive no royalty or other remuneration on the production or distribution of any products developed by WWJ or Vendor in connection with or based on Goods or Services. If applicable, Vendor shall pay, before delinquent, all costs for work done in connection with WWJ's property.

2. Affiliates.

Vendor agrees to look solely to the WWJ for any payment obligations, and for any and all breaches of this Agreement by WWJ, its acts or omissions in connection with this Agreement, and any loss, damage, liability or expense incurred by Vendor as a result of such WWJ affiliates' participation in this Agreement, in each case with respect to the Goods and/or Services described in such Order. Vendor hereby disclaims all rights against and otherwise releases all other WWJ affiliates from and against any and all liability arising as a result of any WWJ's issuance of an Order.

3. Shipment; Risk of Loss.

Vendor shall prepare and pack for shipment all Goods in accordance with good commercial practices, and in any event in a manner sufficient to ensure that such Goods are delivered to WWJ in undamaged condition. WWJ will not pay

charges for packing, crating, shipping or delivery, unless otherwise stated in an Order. If Vendor must ship in a more expensive manner than specified herein or in the applicable Order to comply with WWJ's required delivery date, Vendor shall pay all increased costs, unless WWJ solely causes the necessity for and agrees in writing to pay the increased costs. Title and risk of loss with respect to any Goods pass to WWJ upon delivery of such Goods, at the address specified in the applicable Order, during WWJ's normal business hours or as otherwise instructed by WWJ, and acceptance of such Goods by WWJ; Vendor shall be responsible for and bear the risk of loss of or damage to the Goods covered by an Order until they are so delivered and accepted by WWJ, regardless of the point of inspection or transfer of title. WWJ may return or store, at Vendor's expense, any Goods delivered more than 5 days in advance of the delivery date specified for such Goods, and Vendor will redeliver such Goods on the correct date at Vendor's expense.

4. Late Delivery.

Unless otherwise agreed by the parties, if a shipment or part of a shipment of Goods is late, Vendor shall (a) immediately propose a new delivery date; (b) use best efforts to expedite delayed Goods at Vendor's expense; and (c) issue WWJ a refund (determined on a pro rata basis) of, or a discount (equal to the cost incurred by WWJ as a result of such late delivery) on, the purchase price for Goods delivered late. WWJ may also, at its option, (i) cancel, without liability, an Order or portions of an Order for late Goods not yet delivered, or (ii) cover for late Goods by sourcing products from another supplier, in each case at Vendor's expense.

5. Warranties; Compliance with Laws.

Vendor expressly warrants, represents and covenants to WWJ and its affiliates, successors, assigns, customers and users of WWJ's services, that all G&S (including any Work Product, as defined below) shall: (a) conform to the terms of the applicable Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested, furnished or provided to or adopted by WWJ; (b) be free from defects in design, material and workmanship; (c) be merchantable, safe and appropriate for the purpose for which G&S of such kind are normally used; (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled; (e) be fit for the particular purpose for which WWJ intends to use the G&S, operate as intended, and be merchantable; (f) be conveyed to WWJ with clear and marketable title, free and clear of all liens, security interests or other encumbrances; (g) not infringe or otherwise misappropriate the rights of any third parties; and (h) with respect to Services, be performed diligently in a good, professional and workmanlike manner consistent with contemporaneous best industry practices and relevant standards of care, using personnel of required skill, experience and qualifications, and devoting adequate resources to meet Vendor's obligations under this Agreement. For a period of 12 months after final acceptance of the Services by WWJ (the “**Services Warranty Period**”), Vendor will, at its own risk and expense, correct any and all defects made known to it by WWJ, and Vendor warrants that all Goods delivered hereunder shall comply with the foregoing sentences for the longer of (the “**Warranty Period**”) (a) the Services Warranty Period or (b) the period provided in Vendor's standard warranty covering the Goods. These warranties survive any delivery, inspection, acceptance or payment of or for the G&S. In addition, Vendor warrants, represents and covenants that (i) it shall comply with, and the G&S shall comply and/or be

performed in compliance with, (x) all applicable domestic, foreign and international/multinational laws, ordinances, orders, rules, actions, regulations and industry standards, (y) all rules, regulations and policies of WWJ, including security procedures concerning systems and data and remote access thereto, building security procedures (including restriction of access to certain areas of WWJ's premises or systems for security reasons or otherwise in WWJ's sole discretion), and general health and safety practices and procedures, and (z) all other agreements or statutory restrictions by which Vendor is bound, (ii) Vendor has obtained, and shall at all times during the term of this Agreement maintain, all necessary licenses and consents applicable to or necessary for the delivery of the G&S, (iii) Vendor shall ensure that all persons, whether employees, agents or any other person acting for or on behalf of Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to deliver the G&S (and, upon instruction of WWJ, shall not utilize such personnel as WWJ may deem unsuitable or incompetent to deliver any such G&S), and (iv) Vendor shall maintain complete and accurate written or electronic records relating to the delivery of the G&S under this Agreement, including records of the time spent and materials used by Vendor in connection therewith and any other basis for any charges billed in connection with any Order, and documenting Vendor's compliance with the requirements of clauses (i) through (iii) hereof, in such form as WWJ shall approve, which records Vendor shall retain and, during the term of this Agreement and for a period of 6 years thereafter, make available to WWJ, at WWJ's request, for inspection and copying. If any inspection, examination or audit of such records discloses any overcharges by Vendor, Vendor shall pay WWJ the amount of such overcharges, together with delay interest on such overcharges at the rate of 10% per annum, or the maximum amount allowed by law, whichever is less, from the date of each such overcharge, until reimbursed to WWJ, and Vendor shall be responsible for all costs and expenses incurred by WWJ in connection with such audit. Any such inspection, examination or audit shall not relieve Vendor of any obligation, responsibility or liability hereunder or otherwise constitute WWJ's approval of or consent to any actions undertaken by Vendor. Vendor further warrants, represents and covenants that no liens, encumbrances, security interests, or other third party claims shall attach to any property owned or leased by WWJ in relation to Vendor's performance hereunder and that Vendor has all right, title and interest in the Goods to grant to WWJ the rights and licenses contained herein. WWJ's warranty rights hereunder are cumulative and in addition to, but shall not be limited by, any standard warranties offered by Vendor and any other warranties, express or implied, available to WWJ under applicable law. Vendor shall and hereby does assign all warranties that it receives from suppliers or manufacturers of materials and equipment provided in connection with the G&S. All warranties shall be construed as conditions as well as warranties and shall not be exclusive.

6. WWJ's Rights.

WWJ shall have a reasonable time after WWJ receives the Goods or Vendor completes the Services to inspect Goods (including Service deliverables) for conformity to the applicable Order and any other applicable specifications. G&S shall not be deemed accepted until WWJ has run adequate tests to determine whether such G&S conform to WWJ's specifications. WWJ's payment to Vendor for Goods or

Services shall not be treated as acceptance. WWJ's inspection, testing or use of, or payment for, the G&S shall not constitute acceptance thereof and shall not affect Vendor's obligations and warranties set forth herein, which shall survive WWJ's inspection, testing, acceptance and/or use. Nothing contained herein shall relieve Vendor in any way from its obligations to test, inspect and control the quality of the G&S. WWJ may reject or revoke acceptance of any G&S that are, in WWJ's judgment, defective and/or do not conform to the terms of this Agreement ("**non-conforming G&S**"). In addition to any other rights available to WWJ, upon WWJ's rejection or revocation of acceptance of G&S or Vendor's failure to meet the terms of this Agreement in whole or in part, WWJ shall, in its sole discretion, direct Vendor to, at Vendor's sole cost and expense, (a) refund to WWJ the price of non-conforming G&S as well as any costs incurred by WWJ in relation thereto; or (b) upon a written replacement Order from WWJ, replace, re-perform or correct any such G&S at no additional cost to WWJ and pay for all related expenses (including any transportation charges) within 7 days of WWJ's demand; or (c) credit WWJ's account with an amount equal to the amount paid for such G&S, as well as any costs incurred by WWJ in relation thereto. WWJ may also choose to replace any non-conforming G&S from any other source, and Vendor will reimburse WWJ for any incremental costs incurred by WWJ in connection therewith. In addition, WWJ may, at Vendor's risk, return to Vendor non-conforming Goods and/or Goods supplied in excess of quantities ordered and may charge Vendor for all expenses related thereto. If Vendor fails to take any of the corrective action described herein, WWJ, upon notice to Vendor, may take such action and charge Vendor for all costs incurred by WWJ in relation thereto. WWJ's count as to the quantity of Goods delivered shall be accepted as final and conclusive on all shipments that are not accompanied by a packing slip indicating the quantity delivered. Unless specified otherwise, all G&S delivered hereunder shall not be in excess of the quantity ordered.

7. Price; Invoices; Setoff.

As full consideration for the performance of the Services, delivery of the Goods (if applicable) and the assignment of rights to WWJ, as provided in this Agreement, WWJ shall pay Vendor the amount specified in the applicable Order upon receipt of proper invoices for work completed in accordance with this Agreement and the applicable Order. Unless otherwise agreed to by WWJ, Vendor shall only invoice WWJ for Goods actually delivered and Services actually performed by Vendor, in each case that are accepted by WWJ. Vendor warrants that the prices for the G&S as provided to WWJ are final and no additional charges of any type shall be added without WWJ's express written consent. The prices set forth in an Order are firm and the total amount due from WWJ for the G&S, including, without limitation, duties, taxes or any other charges agreed upon by WWJ, subject to adjustment for any rebates or credits described herein or therein. Unless otherwise agreed in an Order, the prices for any Goods or Services shall not exceed the pricing for similar goods or services offered by Vendor to its other clients, and, if at any time during the term of this Agreement Vendor offers more favorable prices or any more favorable terms or conditions to any other client, WWJ shall be entitled to such prices or terms and conditions for all Goods and Services provided from and after the date of such offer to any such third party client. Unless otherwise agreed in an Order, invoices shall be submitted to WWJ within 90 days following WWJ's receipt of the Goods or full performance of the Services and must reference

the applicable Order number. Payment terms for all undisputed amounts shall be net 30 days from (a) the date of WWJ's receipt of the applicable, accurate invoice or (b) if later, WWJ's acceptance of the G&S. If WWJ has a claim against Vendor resulting from an Order or any other transaction, WWJ may deduct or set off disputed amounts from Vendor's claims for amounts due, without prejudice to any other remedies WWJ may have under this Agreement or otherwise. Payment is made when WWJ's check is mailed or electronic payment initiated. No interest charges or other penalties for late payment may be assessed by Vendor without the prior written consent of WWJ. The parties shall seek to resolve any disputes expeditiously and in good faith.

Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

8. Taxes.

Vendor shall be liable for any applicable income taxes, levies, duties, costs, charges, withholdings, deductions or any charges of equivalent effect imposed on, or in respect of the Services provided by Vendor to WWJ under this Agreement. Except as expressly set forth in this Agreement or required by any applicable law, WWJ shall have no responsibility to pay or withhold from any payment to Vendor under this Agreement, any domestic, foreign or international/multinational taxes or fees. Upon request, Vendor shall provide WWJ with a validly executed U.S. Internal Revenue Service form to establish its U.S. or non-U.S. status or any other necessary tax documentation. Where applicable, a non-U.S. Vendor shall note, on each invoice issued to WWJ under this Agreement, the amount of Services performed by Vendor within the United States, if any. Where required by applicable law, Vendor will charge WWJ sales tax, excise tax, use tax, value added tax, goods and services tax, consumption tax, or equivalent type charges (collectively, "**Transaction Taxes**") that are owed by WWJ solely as a result of the Services provided by Vendor to WWJ under this Agreement and which are required or permitted to be collected from WWJ by Vendor under applicable law. Such Transaction Taxes must be separately indicated on the invoice for the applicable G&S. If WWJ provides Vendor with a valid exemption certificate, Vendor shall not collect the Transaction Taxes covered by such certificate. All charges will be supported by valid tax invoices provided by Vendor to WWJ. Where any relevant taxation authority imposes any income tax on the payment for Services by WWJ to Vendor and requires WWJ to withhold such tax ("**Withholding Tax**"), WWJ may deduct such Withholding Tax from the payment to Vendor and remit such Withholding Tax to the relevant taxing authority on behalf of Vendor. The determination of the applicability of a Withholding Tax is at WWJ's sole discretion. In the event a reduced Withholding Tax rate may apply on payments to Vendor, Vendor shall furnish to WWJ as soon as practicable all documentation necessary to evidence the qualifications for the reduced rate of Withholding Tax. If the necessary documentation is not provided in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Vendor shall be subject to the full rate. Upon reasonable request by Vendor, WWJ shall furnish Vendor with tax receipts or other documentation evidencing the payment of such Withholding Tax when available.

9. Changes.

WWJ may, at any time prior to delivery of any Goods or completion of any Services, reschedule the Services, change the delivery destination for Goods in any Order, change the Services provided under any Order, or cancel any Order, or

otherwise change the specifications such G&S, in any such case upon written notice to Vendor (each, a "**Change Order**"), in each case, at no cost to WWJ, except that if WWJ requests changes that will materially increase or decrease the cost of providing Goods or Services to WWJ, such as by requiring additional Services or additional materials, the parties will negotiate an appropriate adjustment to their obligations under the Order in accordance with this provision before Vendor commences performance related to such Change Order. Vendor will accept any changes, and shall, if a change increases or decreases the cost or time required for performance, within 2 business days of receiving a Change Order, submit to WWJ a firm cost proposal reflecting any such increases or decreases resulting from such Change Order. If WWJ accepts such cost proposal, Vendor shall proceed with the changed Goods or Services subject to the cost proposal and the terms and conditions of this Agreement. If WWJ does not accept such cost proposal, WWJ may cancel the related Order. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement. Vendor shall inform WWJ at least 2 business days in advance of effecting or permitting any material change, intentional or otherwise, to the G&S, including, without limitation, changes in composition, quality specifications, manufacturing processes, labeling, functionality, safety, manufacturing locations, and use of any suppliers or subcontractors. Upon notice of a Vendor-initiated change, WWJ may cancel the related Order. Any Vendor-initiated revisions to an Order, with respect to price or otherwise, must be in writing and approved by WWJ. In no event shall Vendor unreasonably withhold or delay agreement to any Change Order that WWJ may request hereunder.

10. Indemnification.

Vendor and its affiliates (collectively, "**Vendor Affiliates**") shall defend, indemnify and hold WWJ and its affiliates, directors, officers, managers, members, employees, agents, representatives and other vendors harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, penalties, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) of any nature (collectively, the "**Claim**") to the extent arising out of or in any way connected with the G&S provided pursuant to an Order, including, without limitation, (a) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (b) Vendor failing to satisfy any applicable taxing authority's guidelines for an independent contractor; (c) any claim based on the negligence, omissions, or willful misconduct of Vendor or any Vendor Affiliates; (d) Vendor failing to satisfy its obligations with respect to the protection of Confidential Information (as defined below); (e) Vendor failing to comply with any requirement of applicable law (including any failure to identify or any misidentification of the country of origin of any Goods provided hereunder); (f) any claim by a third party against WWJ alleging that the G&S, the results of any Services, or any other products or processes provided pursuant to an Order, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes; (g) all mechanics' and materialmen's liens; (h) the failure of Vendor to deliver the G&S in accordance with this Agreement or any Order hereunder; (j) interference with, interruption or change to any utility or facility caused by Vendor or any subcontractor; or (k) any breach by Vendor or any Vendor Affiliate of any covenant,

representation or warranty herein. The foregoing obligations shall not apply to the extent the Claim is due to or arises from the gross negligence or willful misconduct of WWJ. Vendor shall not settle any such suit or claim without WWJ's prior written approval. Vendor agrees to pay or reimburse all costs that may be incurred by WWJ in enforcing this indemnity or in pursuing any insurance providers, including attorneys' fees. WWJ may be represented by and participate through its own counsel with respect to any Claim. At WWJ's option, Vendor shall take control of the defense of any such Claim. Should the use of any G&S by WWJ, its distributors, subcontractors, or customers be enjoined, threatened by injunction, or the subject of any legal proceeding, Vendor shall, at Vendor's sole cost and expense, and WWJ's option, either (i) substitute fully equivalent non-infringing G&S; (ii) modify the G&S so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for WWJ, its distributors, subcontractors, or customers the right to continue using the G&S; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing G&S. Vendor's liability to WWJ for any of the matters contained in this Agreement, including, without limitation, the indemnification obligations set forth herein, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder. The indemnification obligations herein shall survive the expiration or termination of this Agreement.

11. Insurance.

During the term of this Agreement and for a period of 6 years thereafter, Vendor shall, at its sole cost and expense, and shall cause Vendor Affiliates to, have in effect and keep in force insurance coverage which is primary and non-contributory as to any insurance maintained by WWJ, with reputable insurance companies maintaining an A.M. Best rating of A- or better. WWJ shall be named as an additional insured on all such policies, except the worker's compensation and employer's liability policies. All insurance shall also include waiver of subrogation provisions in favor of WWJ. The minimum insurance coverage to be maintained by Vendor shall be in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement, as determined by WWJ in its reasonable discretion, subject to any greater coverage requirements mandated by applicable law or the common best practice and standards of care in Vendor's industry. Vendor agrees that WWJ may, from time to time, reasonably require that Vendor obtain and maintain additional insurance in connection with Services to be performed under this Agreement. All such certificates and policies shall include a provision whereby WWJ will be given 30 days advance written notice of the insurer's intention to cancel or materially alter such policies. Upon request, Vendor shall provide WWJ with certificates of insurance or evidence of coverage before commencing performance under this Agreement and shall file renewal certificates with WWJ as necessary to ensure that a current certificate is on file with WWJ at all times during the Term. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Vendor's insurers and Vendor. Vendor shall not commence, and shall not allow any of Vendor Affiliates to commence, any portion of the Services until it has obtained all insurance required hereunder. The liability of Vendor shall not be limited by said insurance policies or the recovery of any amounts from any insurance policies.

12. Ownership.

WWJ shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, mask work

rights, trademark rights and all other intellectual rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designs, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Vendor during the term of this Agreement that arise out of the Services or any Confidential Information (as defined below) (collectively, "**Work Product**"), and all such Work Product shall be deemed "works made for hire" as that term is defined in Section 101 of the United States Copyright Act (17 U.S. Code Section 101). To the extent that ownership of any Work Product does not automatically vest in WWJ or is not deemed to be a "work made for hire", Vendor hereby assigns and agrees to assign to WWJ all Work Product. Vendor will promptly disclose and provide all Work Product to WWJ. Vendor shall further assist WWJ, at WWJ's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, enforce, and defend any rights assigned. All materials, supplies, or equipment furnished or paid for by WWJ in connection with an Order shall remain WWJ's property (title shall not transfer to Vendor), shall be maintained by Vendor in good condition, shall be used by Vendor only for WWJ, and shall be returned to WWJ or otherwise disposed of as directed by WWJ upon completion of such Order.

13. Confidentiality and Publicity.

Vendor, its employees, agents and representatives, shall consider as WWJ's "**Confidential Information**" all non-public or proprietary information provided by WWJ or its affiliates or WeWork Members (as defined below), all specifications or other documents prepared by Vendor in connection herewith, the fact that WWJ has contracted to purchase G&S from Vendor, the terms of this Agreement and all other non-public information relating to an Order. In addition, Confidential Information includes any third party's proprietary or confidential information disclosed to Vendor in the course of providing G&S to WWJ. Confidential Information does not include any information which is now or becomes generally publicly known through no wrongful act or failure to act of Vendor. Without WWJ's prior written consent, Vendor shall not (a) disclose or use Confidential Information for any purpose other than performing an Order, (b) announce, publicize or discuss with third parties the subject matter of this Agreement or an Order, (c) include WWJ's name or trademarks in any marketing materials or (d) disclose that WWJ is Vendor's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity. Vendor will use the same amount of care to protect Confidential Information that it uses to protect its own information of like kind, but in any event not less than reasonable care. Vendor agrees not to copy, alter, or directly or indirectly disclose any Confidential Information. Vendor agrees(x) to limit its internal distribution of Confidential Information to Vendor Affiliates who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Vendor Affiliates of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement and, upon WWJ's written request, the execution of non-disclosure or intellectual property assignment or license agreements in a form that is reasonably satisfactory to WWJ, copies of any such writings to be provided to WWJ upon request, and (y) that Vendor shall be responsible for any breach by any such Vendor Affiliates of any such agreement. Vendor agrees not to design or manufacture any products incorporating Confidential Information without WWJ's express written consent in each instance. All Confidential

Information is and shall remain WWJ property. This Agreement does not grant, or otherwise give, Vendor any rights to any Confidential Information or any other WWJ intellectual property or proprietary materials. Vendor may receive access to information, property, and other tangible and intangible assets (“**Member Property**”) of individuals and entities occupying space in a WWJ facility (collectively, “**WeWork Members**”), including, without limitation, sensitive and confidential information regarding such WWJ Members and their actual or potential employees, customers, and/or business partners. Vendor will not use, remove, copy, manipulate, access, damage, destroy, disclose or otherwise engage with any Member Property except solely to the extent necessary for Vendor to deliver the G&S in accordance with this Agreement. Vendor will not (i) copy or share with any third party any access credentials received from WWJ, whether physical (e.g. key cards), electronic (e.g. access codes), or other or (ii) otherwise cause or allow any third parties without proper permission from WWJ, or the applicable WWJ Member, to access a WWJ facility and/or any Member Property. If the Services require Vendor to remove and/or transport any property, including Member Property, away from a WWJ facility, Vendor will take all necessary measures to protect and secure such property from unauthorized access, damage or destruction at all times while such property is not in a WWJ facility, including, without limitation, by ensuring that such property is not left unattended or unsecured at any point. Vendor agrees to require any permitted delegatee or subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon WWJ’s written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to WWJ (it being understood that, prior to any such delegation or subcontracting, any such delegatee or subcontractor shall be informed of the confidential nature of the Confidential Information and shall agree, in writing, to be bound by the terms of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement, copies of which writings shall be provided to WWJ upon request, and Vendor shall be responsible for any breach by any such delegatee or subcontractor of such agreement). Vendor shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Confidential Information. Vendor shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Information through the use of appropriate physical and logical security measures, including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by WWJ or otherwise required by applicable law or relevant industry standards. If requested by WWJ at any time during the term of this Agreement, Vendor shall provide WWJ with a copy of Vendor’s then- current information security policy. Vendor shall promptly notify WWJ in the event that Vendor learns or has reason to believe that any person or entity has breached or attempted to breach Vendor’s security measures, or gained unauthorized access to Confidential Information (“**Information Security Breach**”). Upon any such discovery, Vendor shall (a) investigate, remediate and mitigate the effects of the Information Security Breach, and (b) provide WWJ with assurances reasonably satisfactory to WWJ that such Information Security Breach will not recur. If WWJ determines that notices (whether in WWJ’s or Vendor’s name) or other remedial measures (including notice, credit

monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted following an Information Security Breach, Vendor will, at WWJ’s request and at Vendor’s cost and expense, undertake the aforementioned remedial actions.

14. Term; Termination.

This Agreement shall commence on the latest date below the signatures hereto and shall continue until terminated as set forth herein. WWJ may terminate this Agreement upon written notice to Vendor if Vendor fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves or fails to provide WWJ, upon request, with reasonable assurances of future performance. WWJ may, at its election, either permanently or temporarily stop performance of the Services or the delivery of Goods by Vendor under this Agreement or any Order and/or terminate this Agreement and/or any Order upon 10 days written notice to the Vendor, for any reason or no reason. Vendor shall cease to perform Services and/or provide Goods under an Order (a) immediately upon receipt of a cancellation notice from WWJ or (b) on the date of termination specified in such notice. Vendor may terminate this Agreement upon written notice to WWJ if WWJ fails to pay Vendor within 60 days after Vendor notifies WWJ in writing that payment is past due. If WWJ terminates this Agreement, it may also, at its sole discretion, choose to terminate all or any portion of outstanding Orders or permit Vendor to continue performance under any such outstanding Orders, at WWJ’s discretion. Upon the expiration or termination of this Agreement or an Order for any reason: (i) WWJ shall pay Vendor for the portion of the Services satisfactorily performed and those conforming Goods delivered to WWJ through the date of termination, unless termination was due to Vendor’s material breach, less appropriate offsets, including any additional costs to be incurred by WWJ in completing the Services; (ii) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (iii) Vendor will promptly deliver to WWJ all Confidential Information and/or Work Product in its possession and at its expense.

15. Limitation on Liability; Statute Of Limitations.

WWJ shall not be liable to any party for anticipated profits, special, indirect, punitive, incidental or consequential damages, or penalties of any kind. WWJ’s liability on any claim arising out of, in connection with, or resulting from this Agreement or any Order and from performance or breach hereof or thereof shall in no case exceed the price allocable to the G&S giving rise to the claim. Vendor must commence any action against WWJ arising from this Agreement or any Order within one year from the date the cause of action accrues.

16. Governing Law; Attorneys’ Fees.

This Agreement, any Order and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of Japan, without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to their relationship. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable attorneys’ fees, in addition to any other relief to which it may be entitled.

17. Dispute Resolution; Jurisdiction; Venue.

If there is a dispute between the parties, the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within 60 days after the complaining party's written notice to the other party, each party may commence litigation in the courts in Tokyo. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Each party irrevocably waives to the fullest extent permitted by applicable law (a) any objection it may have to the laying of venue in any court referred to above; (b) any claim that any such action or proceeding has been brought in an inconvenient forum; and (c) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process. Notwithstanding the foregoing, either party may seek equitable relief in order to protect its confidential information or intellectual property at any time.

18. Remedies.

If Vendor breaches this Agreement or an Order, WWJ shall have all remedies available by law. For the purchase of Goods, Vendor's sole remedy in the event of breach of an Order by WWJ shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in such Order. No alternate method of measuring damages shall apply to such transaction. Vendor shall have no right to resell Goods for WWJ's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by WWJ, and any resale so made shall be for the account of Vendor. Vendor understands and agrees that (a) the G&S are critical to WWJ's operations, (b) under no circumstances will Vendor seek to cancel or otherwise limit or terminate WWJ's right to use the G&S or access any warranty services and (c) its sole and exclusive remedy for any breach of this Agreement by WWJ is limited to money damages. In the case of any breach hereof by WWJ, Vendor hereby waives its right to seek any injunctive relief that would interrupt or limit WWJ's access to any G&S.

19. Vendor's Risk.

Vendor agrees that it, its employees and its subcontractors, are performing Services as independent contractors and not as WWJ's employees, regardless of where they perform Services, and shall have no express or implied authority to bind WWJ by contract or otherwise. Vendor shall be fully responsible for its employees, agents, officers, contractors and subcontractors, including without limitation all compensation and taxes related thereto. Vendor shall carry on its work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to any goods or materials before final completion and acceptance, repair and replace the goods or materials so injured, damaged and destroyed, at Vendor's expense and to WWJ's satisfaction. Vendor and Vendor Affiliates shall observe the rules and regulations set forth by WWJ of all its premises when on such premises. When materials or equipment are furnished by others for Vendor's use, Vendor shall receive, unload, store, handle, and be responsible therefore as though such materials or equipment were being furnished by Vendor hereunder.

To the extent Vendor is performing hereunder at WWJ's premises, Vendor and its subcontractors shall take all safety precautions necessary for the prevention of accidents. WWJ shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any rigging, blocking, scaffolding or other equipment used by Vendor or any of its subcontractors, notwithstanding WWJ's ownership, provision or loan of such equipment to Vendor or to any of its subcontractors.

20. Force Majeure.

Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, that is caused by circumstances beyond its reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including, but not limited to, acts of God, acts of war, government action or accident, provided that (a) the party experiencing the force majeure event promptly notifies the other party and uses reasonable efforts to correct its failure to perform and (b) WWJ shall be entitled to terminate this Agreement if Vendor experiences a force majeure event lasting longer than 15 days.

21. Conflicts.

Vendor warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director, consultant or service provider of WWJ or their immediate families. Vendor does not employ any person who is an employee, officer, director, consultant or service provider of WWJ or a member of their immediate families. Vendor will refrain from offering gifts, entertainment, favors or services to employees of WWJ.

22. General Conditions.

Vendor may not assign, delegate or subcontract (including by change of control or operation of law) its rights or obligations under this Agreement or any Order without the express prior written consent of WWJ, and any purported assignment or delegation in violation of this provision shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder, and WWJ's approval of any delegatee or subcontractor shall not relieve Vendor of its obligations under this Agreement, and Vendor shall remain fully responsible for the performance of each such delegatee and subcontractor and their employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between WWJ and any Vendor delegatee, subcontractor or supplier. WWJ may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of WWJ's assets. This Agreement and any Order shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and legal representatives. No provisions of this Agreement or any Order may be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement or any Order shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition of this Agreement or any Order. If any provision or application of this Agreement shall be held invalid or unenforceable, the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

Those obligations or responsibilities contained in this Agreement that are continuing in nature shall survive the expiration or termination of this Agreement. This Agreement, together with any Order (and any confidentiality agreement referenced in Section 13), constitutes the complete, final, and exclusive statement of the terms of the agreement between the parties relating to the subject matter of this Agreement, any confidentiality agreement referenced in Section 13, and any Goods and/or Services described in the applicable Order and supersedes any and all other prior and contemporaneous negotiations and understandings between them relating to the subject matter of this Agreement, any confidentiality agreement referenced in Section 13, and the Goods and/or Services described in such Order, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. This Agreement, including any Order and any confidentiality agreement referenced in Section 13, shall prevail over any of Vendor's general terms and conditions of sale (regardless of whether or when Vendor has submitted its sales confirmation or such general terms and conditions), expressly limits Seller's acceptance to the terms of this Agreement.

The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any acknowledgment or other document submitted by Vendor, except that this Agreement will not supersede any written agreement, including, without limitation, any Order, that is signed by both parties and covers the same subject matter as this Agreement and its related Orders. Any additional or different terms in Vendor's documentation are hereby deemed to be material alterations and notice of objection to and rejection of such terms if hereby given.

23. Elimination of Anti-Social Forces.

WWJ may permanently or temporarily suspend services or delivery of goods under this Agreement or Order Form, or immediately terminate this Agreement, Order Form or both forthwith, without demand and without liability to Vendor, if (a) Vendor is or was an Anti-Social Force, (b) Vendor's business is controlled by an Anti-Social Force, (c) any of Vendor's Members, shareholders, investors, directors, officers or employees is an Anti-Social Force or has a relationship with an Anti-Social Force, (d) Vendor is providing or have provided investment, loans or financial contributions to, or otherwise cooperating or involved in the maintenance or operation of, an Anti-Social Force, (e) Vendor or any of Vendor's Members, directors or officers are arrested or detained in criminal cases or criminally charged, or (f) Vendor have communicated to anyone in the WWJ that Vendor is an Anti-Social Force or any of Vendor's affiliated entities or persons is an Anti-Social Force. For purposes of this section, "Anti-Social Force" means a person or organization pursuing economic benefits using violent, forceful or fraudulent methods, including, without limitation, an organized crime group (*bouryokudan*), a member of an organized crime group (*bouryokudanin*), an individual who has been a member of an organized crime group at any time within the preceding five years, quasi-member of an organized crime group (*bouryokudan junkouseiin*), a company related to an organized crime group (*bouryokudan kankei kigyō*), corporate extortionist (*sokaiyatō*), politically-branded racketeer (*shakaiundoutō hyōbo goro*), or organized crime-related specialist (*tokushu chinō bouryoku shudantō*).