

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (“Terms”) shall govern every transaction between Dutch Ophthalmic USA, Inc., having its principal place of business at 10 Continental Drive, Bldg 1, Exeter, New Hampshire 03833, USA, a New Hampshire corporation (the “Company”), and the customer (“Customer”) with regard to the Company’s products (“Products”) and services (“Services”).

### **1. General.**

**1.1** These Terms are the only terms that govern the purchase and sale or other distribution of the Products and Services. Notwithstanding anything herein to the contrary, if a written contract signed by the Company and Customer is in existence covering the sale or other distribution of the Products and Services, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms.

**1.2** The accompanying quotation, confirmation of sale, invoice or sample request form (the “Sales Confirmation”) and these Terms (collectively, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Terms or conditions included in Customer’s purchase order or other communication are rejected, unless specifically agreed to in writing by the Company. Fulfillment of Customer’s order does not constitute acceptance of any of such Customer’s terms and conditions and does not serve to modify or amend this Agreement. Trade custom, trade usage and past performance are superseded by these Terms and shall not be used to interpret them.

**1.3** The invalidity or unenforceability of any provision of these Terms in any jurisdiction shall not affect the validity or enforceability of any other provision thereof or in any other jurisdiction.

**1.4** All offers are non-binding unless accepted in accordance with article 2 of these Terms or unless stated otherwise.

**1.5** Notwithstanding anything to the contrary contained in this Agreement, the Company may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

### **2. Orders and Acceptance**

**2.1** No purchase order, whether or not submitted in response to a quotation by the Company, shall be binding upon the Company until the Company has accepted the purchase order by issuing a written acknowledgement.

**2.2** All purchase orders must be bona fide commitments showing definite quantities. Orders must be accompanied by sufficient information to enable the Company to fulfill the order forthwith. Where such information contains an alteration of specifications previously given by Customer, the Company is at liberty to refuse such alterations or to adjust its prices to cover any cost increase anticipated by the Company as a result of such alterations.

**2.3** Customer may not cancel a purchase order accepted by the Company without the express written consent of the Company.

**2.4** Whenever the Company in good faith deems itself uncertain of Customer's ability to fulfill any of the Customer obligations, it may cancel any outstanding purchase order; decline to make delivery of Products; revoke any extension of credit; reduce any unpaid debt by enforcing its security interest, created hereby, in all Products (and the proceeds therefrom) furnished to Customer; and take any other steps it deems necessary or desirable to secure itself fully with respect to Customer's payment for Products furnished or to be furnished by the Company. Customer shall indemnify the Company against any loss incurred by virtue of any action taken or not taken by the Company pursuant to this article 2.

### **3. Delivery**

**3.1** Dates quoted by the Company for delivery of Products are approximate only. The Company shall not be liable for the delivery of products in advance of or subsequent to the date quoted for delivery, and time for delivery is not of the essence.

**3.2** Unless otherwise expressly specified or agreed in writing, delivery of Products will be made "F.O.B. the Company's facility at 10 Continental Drive, Bldg 1, Exeter, New Hampshire 03833, USA" ("Delivery Point") in accordance with the relevant terms of the Incoterms 2020 or any later version thereof, and risk of loss, and the right of possession to such Products shall pass to Customer upon the Company's delivery to the Delivery Point. The Company shall not be responsible for delay, damage or loss in transit, regardless of whether or not Customer may have the right to reject or revoke acceptance of the Products.

**3.3** Unless otherwise expressly specified or agreed in writing, the Company shall be authorized to deliver the Products in parts and to send invoices for such partial deliveries.

**3.4** The Company shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

**3.5** With respect to the Services, Customer shall (i) cooperate with the Company in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by the Company, for the purposes of performing the Services; (ii) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to perform the Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as the Company may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

### **4. Price**

**4.1** Prices for the Company's Products and Services are quoted, and payable, in U.S. dollars, and are subject to change without notice. All pricing and terms are confidential and shall not be used by Customer for distribution to a third party or to solicit competitive pricing.

**4.2** Unless otherwise expressly specified or agreed in writing, prices quoted by or agreed upon by the Company shall be net prices, exclusive of:

**4.2.1** costs of packaging, loading, transport, unloading, insurance, installation, assembly or other services, which, if applicable, will be added to the net prices; and

**4.2.2** applicable federal, state or local taxes. Applicable taxes will be added to invoices by the Company where it has the legal obligation to collect such taxes, unless Customer provides the Company with a valid tax exemption certificate.

## **5. Payment**

**5.1** Payment is deemed made by Customer when it is finally and irrevocably received by the Company.

**5.2** Customer payments shall be made within thirty (30) days after the date of the Company's invoice.

**5.3** Unless otherwise agreed in writing, payments shall first be allocated to interest and costs and then to the longest outstanding invoice.

**5.4** Objections concerning an invoice must be made in writing and must be received by the Company within fourteen (14) days after the invoice date. No objection will suspend or postpone the due date for payment of the invoice. If the Company concludes that an invoice has been justly disputed, it will credit the appropriate amount to Customer's account or take such other action as may be appropriate.

**5.5** The Company reserves the right to charge a late payment fee of the lesser of (i) 5% of the amount of all overdue accounts for each month, or fraction of a month, during which such overdue amounts remain outstanding or (ii) the highest rate permissible under applicable law. If a collection action is necessary to obtain payment, Customer will also be responsible for all costs of collection, including court costs and reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law (which the Company does not waive by the exercise of any rights hereunder), the Company shall be entitled to suspend the delivery of any Products or performance of any Services if the Company fails to pay any amounts when due hereunder.

**5.6** Company shall issue invoices upon shipment of Products and as Services are performed or prior to such events in case of advance payment.

**5.7** At Company's first request, Customer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for (pro-rata) payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Customer under this Agreement ("Payment Security"). The Payment Security shall be (i) in a form, and issued or confirmed by a bank acceptable to Company, (ii) payable at the counters of such acceptable bank, (iii) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (iv) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Company's receipt of the final payment required under this Agreement. Customer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to

any Payment Security within ten (10) days of Company's notification that such adjustment is necessary in connection with Customer's obligations under this Agreement.

**5.8** The Company is not required to commence, continue its performance and/or accept any (subsequent) purchase orders unless and until any requested Payment Security is received, operative and in effect. If at any time the Company reasonably determines that Customer's financial condition or payment history does not justify continuation of Company's performance or acceptance of any (subsequent) purchase orders, the Company shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security and/or suspend its performance or terminate this Agreement. In addition, the Company may revoke any extension of credit, reduce any unpaid debt by enforcing its security interest, created hereby, in all Products (and the proceeds therefrom) furnished to Customer, and take any other steps it deems necessary or desirable to secure itself fully with respect to Customer's payment for Products furnished or to be furnished by the Company. Customer shall indemnify the Company against any loss incurred by virtue of any action taken or not taken by the Company pursuant to this clause 5.8.

## **6. Acceptance**

**6.1** Any claimed defect in the quality or quantity of Products and/or Services, as applicable, must be reported in writing to the Company within ten (10) days of receipt (the "Inspection Period"), after which time Products and Services will be deemed inspected and accepted by Customer. Claims regarding defects not discovered or discoverable during the Inspection Period shall be barred, except and to the extent that such claims are valid under the Company's warranty.

**6.2** Claims for damage to Products incurred during shipment shall be filed with the carrier.

**6.3** Customer may not return Products, under warranty claim or otherwise, without prior written authorization from the Company and without obtaining a return authorization number from the Company. Return shipping costs shall, in all cases, be paid by Customer. If Customer's claim is valid, as determined in the sole discretion of the Company, the Company shall pay the costs of shipping the repaired or replacement Products to Customer.

**6.4** Customer hereby waives its rights to set-off.

## **7. Ownership**

**7.1** Products delivered to Customer shall remain the property of the Company until the Company has finally and irrevocably received payment in full (including costs and interest) of all amounts owing to the Company in connection with the delivery of the Products.

**7.2** Customer may use Products delivered subject to the Company's retention of title only in the normal course of business. All other uses are prohibited. Customer shall not pledge or encumber any Product delivered subject to the Company's retention of title.

**7.3** Customer shall notify the Company immediately in the event a claim is asserted upon Products delivered subject to the Company's retention of title.

**7.4** Customer shall, at the Company's request:

**7.4.1** insure and keep insured all Products delivered subject to the Company's retention of title against fire, water damage and theft, and, upon request, provide to the Company a copy of all policies issued;

**7.4.2** mark as the Company's property all Products delivered subject to the Company's retention of title and keep such Products separate from those of Customer and third parties; and

**7.4.3** establish a right of pledge for the Company's benefit on the debts of third parties arising out of the sale of Products delivered subject to the Company's retention of title.

**7.5** As collateral security for the payment of the purchase price of the Products, Customer hereby grants to the Company a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New Hampshire Uniform Commercial Code.

## **8. Trade-In Equipment**

Trade-in equipment must be returned by Customer, at its cost, within fourteen (14) days of installation of a replacement Product or Customer agrees to pay the Company the undiscounted standard price of the replacement Product (which, if not agreed to between the parties, shall be as determined by the Company in its sole and absolute discretion) upon receipt of an invoice. Customer represents and warrants to the Company that it has the authority to transfer title to the trade-in equipment to the Company and that Customer either: (i) owns all right, title and interest in the trade-in equipment free and clear of any third-party liens, security interests or other encumbrances of any kind (collectively, "Liens"), or (ii) has provided the Company with a written list of all Liens. Further, Customer agrees to obtain, or facilitate the Company obtaining, at Customer's sole cost and expense, full releases of any Liens prior to surrendering possession of the trade-in equipment to the Company. Customer retains full responsibility for obtaining a release of any Liens, regardless of whether such Liens were disclosed to the Company or not, and Customer agrees to indemnify, defend and hold the Company harmless from any claims by a third party or damages incurred by the Company related to or arising out of any Liens on the trade-in equipment.

## **9. Intellectual Property Rights; Confidentiality**

**9.1** Intellectual property rights that exist in the Company's Products are held by the Company and its licensors. The Company shall retain sole ownership of all right, title, and interest in and to all of its intellectual property, including, without limitation, content and materials on its website, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, and know-how (collectively, "Intellectual Property"), and no licenses to any Intellectual Property are created hereunder.

**9.2** Where the Company creates Intellectual Property during or as a result of the sale or other distribution of Products and/or Services to Customer, the Company shall retain all rights in such Intellectual Property.

**9.3** Customer shall not do anything to impair the Company's or its licensor's rights in their respective Intellectual Property, including (i) register or attempt to register any Intellectual Property that is competitive with that of the Company or its licensors; (ii) delete or tamper with any proprietary notice or marking appearing on Products; (iii) take or use any action that diminishes the value of any trade marks included in the Company or its licensor's Intellectual Property; and (iv) use any Product in a manner that violates applicable laws.

**9.4** All non-public, confidential or proprietary information of the Company, including but not limited to proposals, visuals or quotes disclosed by the Company to Customer are to be treated confidentially, used solely to perform this Agreement and may not be disclosed by Customer to third parties. Upon the Company's request, Customer shall promptly return all documents and other materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this clause 9.4.

## **10. Warranty And Liability**

**10.1** Unless otherwise stated in these Terms, the Company disclaims any and all warranties or conditions with regard to the Products and Services of any kind whatsoever. Further, the Company does not warrant that the Products will operate without interruption or that they will be error free, virus free or secure. Customer expressly acknowledges and confirms that any changes or additions made (not supplied and/or installed by the Company) to the Product(s), and any use of the Product(s) with third party products, except for Company validated or Company approved third party products, is at Customer's risk and the Company shall not be liable for any damages or loss resulting therefrom.

**10.2** Notwithstanding clause 10.1 of these Terms, the Company warrants that (i) in the event of defects in the construction of the Products and (ii) in the event that such Products are returned to the Company "Delivered At Place DAP Company facility at 10 Continental Drive, Bldg 1, Exeter, New Hampshire 03833, USA" in accordance with the relevant terms of the Incoterms 2020 or any later version thereof and within twelve (12) months from the Products being put into operation, but no longer than fifteen (15) months from the date of dispatch from the Company's premises and with respect to which timely notice was given, it shall, at its own discretion:

- (i) either redeliver such Products at no cost; or
- (ii) repair such Products at no cost; or
- (iii) credit Customer in as far as is reasonable in whole or in part for the invoice value of such Products.

Damage resulting from inexpert use by Customer and or any third parties, does not fall under the warranty mentioned in this article 10. In addition, the foregoing limited warranty shall not apply if a defect or malfunction is the result of wear and tear, alteration, modification, foreign attachment, misuse, tampering, negligence, abuse or other causes not arising out of defects in material or workmanship. Customer acknowledges and agrees that the remedies set forth in this clause 10.2 are Customer's exclusive remedies for the delivery of defective Products.

**10.3** Parts repaired or replaced shall be delivered "Delivered At Place (DAP) Customer's facility" in accordance with the relevant terms of the Incoterms 2020 or any later version thereof. Repair and replacement shall neither extend nor renew the agreed warranty period (if any). The Company shall never be obligated to pay any substitute or additional compensation

for damage, except if and insofar as exclusion of liability is prohibited by the laws of the State of New Hampshire, United States of America. If and insofar as the Company is obligated to pay compensation for damages, notwithstanding the aforementioned, this shall never exceed, at its own discretion, either the invoice value of the Products and Services in connection with which the damages were caused or, if the damage is covered by an insurance of the Company, the amount which is actually paid in the matter by the insurer. If it is determined that either no fault exists in the Company, or the damage to be repaired was caused by the negligence or misuse of Customer or its agents, employees or customers, Customer agrees to pay all charges associated with any such repair.

**10.4** The Company warrants to Customer that it shall perform the Services in a professional and workmanlike manner consistent with generally recognized industry standards for similar services. This limited warranty shall be in effect for a period of ninety (90) days from the completion of the applicable Services (the "Services Warranty Period"). If during the Services Warranty Period, the Company receives written notice from Customer of any non-conformity of the Services, the Company shall, as Customer's sole and exclusive remedy and the Company's entire liability for any breach of the foregoing warranty, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Customer the fees paid to the Company for the non-conforming Services. **THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE SERVICES.**

**10.5** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ANY WARRANTY FOR COMPLEMENTARY SAMPLES PROVIDED TO CUSTOMER. COMPLEMENTARY SAMPLES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF COMPLEMENTARY SAMPLES.

**10.6** EXCEPT WHERE LOCAL MANDATORY LAW CREATES ADDITIONAL RIGHTS OR REMEDIES FOR CUSTOMER, CUSTOMER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS SELECTED THE PRODUCT(S) AND SERVICES BASED ON ITS PROFESSIONAL JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS MADE BY THE COMPANY OR ANY AGENT, REPRESENTATIVE OR EMPLOYEE OF THE COMPANY NOT EXPRESSLY STATED HEREIN. UNLESS OTHERWISE STATED IN THIS AGREEMENT, THE COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT GUARANTEE OR WARRANT THE PRODUCTS OR SERVICES TO CUSTOMER IN ANY WAY. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE RESPONSIBLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR UNANTICIPATED PROBLEMS, DELAYS OR OTHER EVENTS OUTSIDE OF ITS CONTROL. WITHOUT PREJUDICE TO THE AFORESAID, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY OR THE AMOUNT OF ANY DAMAGES OR COMPENSATION PAYABLE BY THE COMPANY ON ANY CLAIM WHATSOEVER CONCERNING OR RELATING, DIRECTLY

OR INDIRECTLY, TO THE PRODUCTS AND SERVICES AND INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON NEGLIGENCE, MISREPRESENTATION, BREACH OF CONTRACT OR WARRANTY EXCEED IN TOTAL THE COMPANY'S INVOICE PRICE OF THE PRODUCT(S) AND/OR SERVICE(S) COMPLAINED OF.

#### **11. Assignment**

Customer's rights and obligations arising out of these Terms may not be assigned to any third party, except with the prior written consent of the Company.

#### **12. Force Majeure; Hardship; Customer's Acts or Omissions**

**12.1** Delay or non-performance by the Company shall be excused, and the Company shall not be liable or responsible to Customer, to the extent that (i) such delay or non-performance is caused by or results from acts or circumstances beyond the reasonable control of the Company, including (without limitation) war, terrorist threats or acts, strikes, fire, flood, earthquake, epidemic, insurrection, governmental acts or orders or restrictions, failures of suppliers, disruption in electricity supply, or non-availability of telecommunication services (a "Force Majeure"), or (ii) continued performance has become excessively onerous to the Company due to an event beyond the Company's reasonable control that it could not have reasonably expected to have taken into account (a "Hardship"). If, in the case of a Force Majeure, the Company is prevented from fulfilling its obligations under this Agreement for more than thirty (30) calendar days, or, in the case of a Hardship, the parties are unable to negotiate alternative contractual terms that reasonably allow for the consequences of the Hardship, either party is entitled to terminate this Agreement upon thirty (30) days' written notice to the other.

**12.2** If, upon the occurrence of an event of Force Majeure or Hardship, the Company has fulfilled part of its obligations or will be able to fulfill only part of its obligations, the Company shall have the right to send separate invoices for the Products delivered or capable of being delivered, and/or Services performed or capable of being performed, and Customer shall be obliged to make payment of the amounts invoiced.

**12.3** If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

#### **13. Indemnification**

Customer agrees to indemnify, defend and hold the Company, its affiliates and their respective employees, officers and directors harmless from and against any and all claims, damages, costs, expenses and other liabilities (including, but not limited to, legal and attorney's fees and other costs of investigation and defense) caused by or arising out of (i) Customer's acts or omissions related to the performance of its obligations under this Agreement, (ii) its use of the Product(s) and Services described in this Agreement and (iii) the suspension or termination in the event of a force majeure referred to in article 12.

#### **14. Changes To These Terms And Conditions Of Sale**

The Company reserves the right to change these Terms at any time without prior notice.



## **15. Notice.**

All notices required or permitted to be sent by one party to the other shall be given in the English language, in writing, and shall be deemed duly delivered when received via: (i) e-mail, provided that a written copy of such notice is promptly delivered thereafter; (ii) facsimile, provided that a written copy of such notice is promptly delivered thereafter; or (iii) an internationally recognized commercial overnight courier service.

## **16. Compliance With Laws**

**16.1** Each party shall comply with all applicable laws, regulations, court decisions and administrative rulings applicable to the purchase, sale, other distribution or use of Products and Services. Failure to do so shall constitute a material breach of this Agreement.

**16.2** Customer and the Company acknowledge and agree that the purchase price for the Products and Services is consistent with fair market value in arms-length transactions and was not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties. The prices set forth in this Agreement may incorporate applicable discounts to Company's list prices for the named Products and Services. Consistent with Company's understanding of the requirements that apply to purchases of discounted products and services under 42 U.S.C. § 1320a-7b(b)(3)(A) or 42 C.F.R. § 1001.952(h), listing of these prices in this Agreement constitutes Company's notice to Customer of the amount and value of all discounts given on these Products and Services. Any charged prices less than Company's list prices are "discounts" within the meaning of any safe harbors or other applicable protections regarding discounted product pricing (including the statute and regulation cited above), whether or not this Agreement includes language indicating that a price is "discounted." Customer acknowledges and agrees that the list prices of the Products and Services are set forth in this Agreement. Customer may be responsible for reporting prices and discounts to third parties under laws and regulations that apply to Customer's business and for providing information to certain third parties in accordance with those laws and regulations.

## **17. Legal Construction**

All transactions to which these Terms apply shall be governed by and construed in accordance with the laws of the State of New Hampshire, United States of America, without reference to any choice of law provision that would cause the laws of any other jurisdiction to apply. Disputes arising hereunder or pertaining to the Products and/Services shall be subject to the exclusive jurisdiction of the courts of the State of New Hampshire, to which the parties hereby submit themselves.

## **18. Data Protection**

Customer will at all times comply with applicable data protection laws, when processing personal data within the context of the performance of this Agreement. Upon first request, it will provide the Company all relevant information in this respect.

## **19. Compliance With Trade Laws**

**19.1** Customer shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant sanctions and export controls legislation of the United Nations, the European Union, the United States of America, France, the

Netherlands, and any other country that is or may be or become relevant in respect of this Agreement (together, the “Trade Laws”).

**19.2** Customer guarantees that the Products and Services are and will be solely used for medical purposes and are not and will not be used for, or in connection with, any illicit purposes, including, but not limited to, activities involving torture or repression or other human rights violations, weapons of mass destruction or chemical, biological, radiological and/or nuclear activities.

**19.3** Customer will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws, including but not limited to procedures to ensure that all activities and transactions under this Agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.

**19.4** Customer will not directly or indirectly sell, deliver or provide the Products and/or Services, or otherwise make the Products and/or Services available, to any legal or natural person, entity, group or (government) organization that is subject to sanctions or restrictions under the Trade Laws.

**19.5** Customer’s failure to comply with any provision of this article 19 can be grounds – subject to the sole discretion of the Company – for immediate cancellation of this Agreement by the Company without any prior notification. In the event of such cancellation, the Company shall be under no further obligation resulting from this Agreement and Customer shall indemnify the Company from any direct and indirect damages, claims, penalties or other losses resulting from that breach. The Company shall be entitled to any other remedies available at law or in equity.

**19.6** Customer will ensure that all obligations under this article 19 be passed on to any third party that Customer contracts or uses in its performance of this Agreement, or that takes over any obligation, or part thereof.

## **20. Compliance With Anti-bribery And Anti-corruption Laws**

**20.1** Customer will at all times comply with all applicable obligations and restrictions arising out of or following from any and all relevant anti-bribery and anti-corruption legislation of the United States of America, the United Kingdom, France (Sapin II), the Netherlands and any other country that is or may be or become relevant in respect of this Agreement (together, the “Anti-Bribery Laws”).

**20.2** Customer will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Anti-Bribery Laws, including but not limited to procedures to ensure that all activities and transactions under this Agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.

**20.3** Any offer to and acceptance by Customer’s board member(s), officers and/or employees, or anyone acting under their supervision or on their behalf, of money, gifts, travel, entertainment or any other consideration, in relation to this Agreement or the Company, that is intended to or may be construed as an inducement to act in any manner is strictly prohibited.

Customer will not offer, promise or give anything, including but not limited to political contributions, whether directly or indirectly, to any individual or entity, including but not limited to any political party, any public or private organization, any public international organization or any government-owned enterprise or institution, or to any of their directors, officers, or employees, for the purpose of obtaining or retaining business or otherwise securing an improper advantage in relation to this Agreement or the Company or in consideration for their position. In relation to this Agreement or the Company, Customer will not offer, promise, give or accept anything to or from a business relationship, unless it is for a genuine purpose, reasonable, given in the ordinary course of business and in compliance with applicable laws.

**20.4** Customer will immediately notify the Company if it becomes aware of any behavior in the performance of this Agreement by its board member(s), officers and/or employees, that is or may be inconsistent with the Anti-Bribery Laws.

## **SCHEDULE A – GOVERNMENT CONTRACT RIDER**

In any case where Products or Services are provided under this Agreement to any United States government customer, including any agency thereof, then the following terms are hereby incorporated and made part of this Agreement, and shall supersede any inconsistent term or condition hereof:

### **52.244-6 Subcontracts for Commercial Items.**

As prescribed in 44.403, insert the following clause:

#### **Subcontracts for Commercial Items (Jan 2017)**

(a) *Definitions.* As used in this clause—

“Commercial item” and “commercially available off-the-shelf item” have the meanings contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509, Federal Acquisition Regulation 3.1000 et seq.), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to

identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

- (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
  - (v) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (vii) 52.222-26, Equal Opportunity (Sept 1965, as amended Jul 2014) (E.O. 11246).
  - (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));
  - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
  - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Jan 2009) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xii)(A) 52.222-50, Combating Trafficking in Persons (Sept 2012) (22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
  - (xiii) 52.222-55, Minimum Wages under Executive Order 13658 (Feb 2014), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.  
*Note to paragraph 52.244-6(c)(1)(xiii): By a court order issued on October 24, 2016, paragraph (c)(1)(xiii) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.*
  - (xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Sept 2015) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.
  - (xvii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a, 48 C.F.R. 52.224-3) if flow down is required in accordance with 52.224-3(f). (B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
  - (xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302).
  - (xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
  - (xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**In the event any of the Federal Acquisition Regulations stated above are amended, this Agreement shall be deemed to contain the Regulation as amended.**

**Any commercial computer software or commercial computer software documentation to be delivered by the Company will be acquired under the Company's standard commercial licenses customarily provided to the general public.**