

## Standard Terms and Conditions

### 1. DEFINITIONS

(a) "Affiliate" shall mean (i) all corporations or companies in which either PB or COMPANY owns at least 50% of the voting securities of said corporations or companies, (ii) all corporations or companies of which at least 50% of the voting securities are owned directly or indirectly by a corporation or company owning at least 50% of the voting securities of PB or COMPANY; and/or (iii) any corporation or company which owns at least 50% of the voting securities of PB or COMPANY.

(b) "Affiliate Agreement" means any agreement under which PB or an Affiliate of PB may order Goods and Services or otherwise transact (or participate) in the activities described in the Agreement with COMPANY or a COMPANY Affiliate.

(c) "Confidential Information" shall mean any information, which a disclosing party has not released publicly and which the disclosing party considers confidential and/or in which the disclosing party has a proprietary interest.

(d) "Deliverables" shall mean all materials, items, property, products, inventions, improvements, ideas, discoveries, software and other works of authorship, including documentation, that are required to be delivered by COMPANY to PB pursuant to a Services Exhibit and an applicable Ordering Document.

(e) "Goods" shall mean collectively the Products, Spares, Supplies and Consigned Inventory (as defined in the Contract Manufacturing Exhibit, if applicable) that are ordered by, and delivered to, PB pursuant to a Goods Exhibit and an applicable Ordering Document.

(f) "Goods Exhibit" shall mean the terms and conditions in Exhibit B that govern the ordering and delivery of Products, Spares and Supplies to PB.

(g) "Intellectual Property Rights" shall mean patents, trade secrets, trademarks, copyrights, mask works, inventions, improvements, ideas, discoveries, processes for manufacturing, software and other works of authorship, data and know-how.

(h) "Ordering Document" shall mean each purchase order, SOW or other document issued by PB to COMPANY for Goods and/or Services (including any corresponding Deliverables and/or Work Product) under the Agreement.

(i) "Party" shall mean PB and COMPANY individually. "Parties" shall mean PB and COMPANY collectively.

(j) "Personnel" shall mean COMPANY's employees and employees of subcontractors.

(k) "Procure To Pay System" shall mean a mutually agreed upon system between PB and COMPANY for communicating ordering information, such as supply requirements, delivery dates and shipping notifications. Such Procure To Pay System may include, but is not limited to, (i) an electronic invoicing system such as internet-based supplier portal; (ii) a manual process of emailing Ordering Documents (such as PDF versions of purchases orders and supplemental reports) and invoices; or (iii) a system employing a combination of both (i) and (ii).

(l) "Product Compliance Database" shall mean the electronic database, index, exchange or portal through which PB requires COMPANY to provide environmental or supply chain-related information required pursuant to Section 14 of this Exhibit.

(m) "Services" shall mean any services to be performed by COMPANY under the Agreement and an applicable Ordering Document.

(n) "SOW" shall mean each statement of work that is executed from time to time by both Parties.

(o) "Services Exhibit" shall mean the terms and conditions in Exhibit B that govern the ordering and delivery of Services to PB.

(p) "Standard Terms and Conditions" shall mean the terms and conditions contained in this Exhibit.

(q) "Work Product" shall mean all materials, items, property, products, inventions, improvements, ideas, discoveries, software, other works of authorship, including documentation, (including Deliverables) that are developed under such Ordering Document.

### 2. PARTICIPATION BY AFFILIATES.

(a) After executing an Affiliate Agreement, PB or such PB Affiliate, as applicable, may submit an Ordering Document directly to COMPANY or such COMPANY affiliate, as applicable, to provide such Goods and Services or otherwise transact (or participate) in the activities described in the Agreement. In such cases, each such Ordering Document shall be treated as an independent agreement between PB or such PB affiliate, as applicable, and COMPANY or such COMPANY affiliate, as applicable. In such cases, all references under the Agreement to: (i) "COMPANY" shall mean, as applicable, COMPANY or the respective COMPANY affiliate executing the Affiliate Agreement and Ordering Document; (ii) "PB" shall mean, as applicable, PB or the respective PB affiliate executing the Affiliate Agreement and the Ordering Document; and (iii) "Agreement" shall mean collectively the Agreement and the applicable Affiliate Agreement.

(b) Termination of the Agreement shall automatically result in simultaneous termination of all Affiliate Agreements. Termination of an Affiliate Agreement shall not automatically result in termination of the Agreement or other Affiliate Agreements.

(c) Termination of an Ordering Document shall not automatically result in termination of the Agreement or the Affiliate Agreement under which the Ordering Document is terminated, or in termination of any other Affiliate Agreement or Ordering Document.

(d) Notice of breach or termination of the Agreement delivered by one Party to the other Party shall also constitute notice given to all of the other Party's Affiliates to the extent notice or termination is required in Affiliate Agreements. A copy of any notice of breach or termination sent to a Party's Affiliate shall also be sent to the Party.

### 3. TERM AND TERMINATION

(a) Termination for Breach. In the event of any material breach of the Agreement or any Ordering Document by either Party, the other Party may terminate such Agreement or Ordering Document, by giving thirty (30) days' prior written notice thereof, provided, however, that such Agreement or Ordering Document shall not terminate at the end of such thirty (30) days' notice period if the Party in breach has provided (i) evidence to the other Party that it has cured the material breach of which it has been notified prior to the expiration of such thirty (30) days and (ii) reasonable assurances that the material breach will not occur again.

(b) Termination for Insolvency. In the event that either Party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other Party may, by giving written notice thereof to such Party, terminate the Agreement as of a date specified in such notice of termination.

(c) Surviving Sections. The following sections shall survive the termination or expiration of the Agreement: (i) Sections 1, 3-5, 11, 14, 15, 17, 18, 20, 22-27 and 29; and (ii) any other section that, by its nature, would continue beyond the termination or expiration of the Agreement.

(d) Effect of Termination

- (i) A termination of the Agreement or an Ordering Document shall be without prejudice to the rights and obligations of the Parties which have accrued up to the date of termination.
- (ii) Except as otherwise provided for herein, termination of any specific Ordering Document shall have no effect upon any other Ordering Document.
- (iii) Upon termination of any Ordering Document or the Agreement, or at any earlier time upon the demand of PB, COMPANY shall, without any cost to PB, return to PB, in an orderly and expeditious manner, all PB Confidential Information, Work Product and Deliverables, then in the possession of COMPANY and related to the Ordering Document or Agreement (whichever is being terminated), including copies, extracts, summaries and portions thereof, on whatever media rendered.
- (iv) Upon receipt of a notice of termination of the Agreement or any specific Ordering Document, COMPANY shall submit to PB COMPANY's itemized invoice for amounts due under such Agreement or Ordering Document within two (2) months of the effective date of termination. Failure to submit such an invoice within two (2) months of the effective date of termination shall relieve PB from paying any amount beyond that which PB may verify from its records as due and payable and such determination shall be final.

4. PAYMENT

(a) Payment for all Goods and/or Services, including freight, expenses, taxes and other costs, shall be made by PB pursuant to the Payment Terms after receipt of both an accurate invoice by, and delivery of the Goods and/or Services to, PB in accordance with the Agreement and the applicable Ordering Document.

(b) PB shall be responsible for the payment of all export, sales, use, property or other taxes levied on the Goods sold to, and Services performed for, PB hereunder, other than taxes imposed upon or measured by COMPANY's income.

(c) All invoices must be received by PB no later than six (6) months after delivery of the Goods or performance of the Services on such invoice. The parties acknowledge and agree that PB shall have no obligation to pay any invoice received after such six (6) month period.

(d) COMPANY shall submit all invoices to PB through PB's Procure To Pay System. If PB's Procure To Pay System is an electronic invoicing system that is operated by a third party partner of PB, such electronic invoicing system may require registration by COMPANY.

(e) COMPANY shall be fully and solely responsible for the compensation of all of its Personnel hereunder and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, state and local wage tax, or employment related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by gross income, Social Security taxes and unemployment taxes for COMPANY and COMPANY's Personnel performing under the Agreement (collectively, "**COMPANY Taxes**"). COMPANY shall reimburse PB for any COMPANY Taxes not withheld or paid by COMPANY in accordance with this Section including reasonable attorney's fees, penalties and interest which PB may incur due to COMPANY's failure to be liable for such withholding or payments by any court or administrative body and COMPANY shall participate at COMPANY's sole expense and at the request of PB in PB's defense of all such claims.

5. CONFIDENTIAL INFORMATION

(a) Each Party will protect the confidentiality of the other Party's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Unless otherwise directed by the disclosing party, the receiving party agrees that it will disclose Confidential Information only to those persons within their respective organizations and the receiving party's consultants who have a need to know and are bound by confidentiality obligations that are substantially similar to the terms of the Agreement. The receiving Party also agrees that it will not at any time, either during or after the term of the Agreement, (i) use the other party's Confidential Information for its own or a third party's purpose or for any purpose outside the scope of the Agreement; or (ii) permit any person to examine and/or make copies of any reports or any documents that contain or relate to such Confidential Information.

(b) The disclosing party shall use commercially reasonable efforts to: (a) mark Confidential Information that is disclosed in a tangible form in a manner to indicate that it is confidential; or (b) confirm to the receiving Party in writing that information that is received orally is confidential within a reasonable period of time from date of oral disclosure. The failure to comply with the foregoing, however, shall not relieve the receiving Party from its obligations hereunder to the extent it should reasonably know that the information disclosed by the disclosing party is Confidential Information. COMPANY shall not incorporate in a Deliverable any information that is considered confidential by COMPANY or a third party without such information being identified as confidential and approved in writing by PB prior to such incorporation.

(c) The obligation of non-disclosure shall not apply to information which (i) was in the possession of the receiving Party prior to disclosure hereunder; or (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to the disclosing Party; or (iv) was independently developed by the receiving Party. Notwithstanding the foregoing, Confidential Information may be disclosed if such disclosure is required to be disclosed by a government agency or a court having proper jurisdiction, in which case, the receiving Party shall provide the disclosing Party advance notice so the disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure.

(d) All Confidential Information shall be held in confidence by the receiving Party until one of the conditions in Subsection (c) of this Section has occurred.

(e) Upon request by the disclosing Party, the receiving Party shall return or destroy all Confidential Information received under the Agreement.

(f) Each Party acknowledges that disclosure of any Confidential Information of the other Party by such Party may give rise to irreparable injury to the other Party or the owner of such information, inadequately compensable in damages. Accordingly, the other Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each Party acknowledges and agrees that the

covenants contained herein are necessary for the protection of legitimate business interests of the Parties and are reasonable in scope and content.

(g) The Agreement and terms hereof shall be kept confidential and the Parties agree not to make any public disclosure regarding the Agreement or the subject matter hereof without the mutual written agreement of both Parties.

(h) Nothing in the Agreement will prohibit the receiving Party from developing or having developed for it, products, information, data concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information of the other Party, or are derived therefrom, provided that the receiving Party does not violate any of its confidentiality obligations under the Agreement in connection with such Confidential Information.

#### 6. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to the other Party that it has the right to enter into this Agreement without the approval or consent of any third party and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with the Agreement.

#### 7. OPEN SOURCE

(a) Unless COMPANY obtains PB's prior written consent, which PB may withhold in its sole discretion, the Goods and Deliverables shall not contain any code licensed under a license agreement that would require PB to (i) make any object code or source code of it or any third party available to third parties (or to license any such object code or source code to third parties); or (ii) agree to any terms and conditions in addition to those set forth in an applicable Ordering Document ("Open Source Software").

(b) In the event COMPANY obtains PB's prior written consent to use Open Source Software in a Deliverable or a Good, COMPANY shall comply with (i) all applicable terms and conditions of the license that governs such Open Source Software (including any attribution requirements); and (ii) any PB instructions for use of such Open Source Software in such Deliverable or Good. If such license requires PB to submit derivative works of the Open Source Software to a third party, COMPANY shall inform PB in writing that such derivative works were created and need to be submitted to a third party. COMPANY shall not submit such derivative works to such third party without the prior written consent of PB.

#### 8. FORCE MAJEURE

Either of the Parties hereto shall be excused from the performance of any obligation under the Agreement if and for so long as and only to the extent that nonperformance of such obligation is due to fire, flood, storm, earthquake, epidemic, embargo or civil war, or any other force majeure, provided that the Party claiming such excuse from performance shall have (i) fully complied with the terms and conditions of Section 9 (BUSINESS CONTINUITY) of this Exhibit; and (ii) used its best efforts to minimize the effect of the force majeure.

#### 9. BUSINESS CONTINUITY

(a) COMPANY represents and warrants that it has a documented business continuity plan, which includes advance arrangements and procedures (i) to respond to an event or occurrence that could suspend, delay, inhibit or prevent COMPANY's performance under the Agreement, including delivery of the Goods, or performance of any Services under the Agreement and (ii) to ensure that the delivery of the Goods and the performance of Services continue with minimal disruption ("Continuity of Business Plan"). COMPANY agrees to deliver a copy of its entire Continuity of Business Plan (which includes disaster recovery), or a detailed summary thereof, upon PB's request.

(b) COMPANY shall maintain and exercise its Continuity of Business Plan at regular intervals (at least annually). COMPANY may periodically make substantive changes its Continuity of Business Plan; however, such changes shall not degrade the quality of its Continuity of Business Plan (as compared to its Continuity of Business Plan as of the Effective Date) in a manner that would materially impact COMPANY's ability to deliver the Goods and/or perform Services under the Agreement. COMPANY shall provide PB with written notice of any substantive change to the Continuity of Business Plan at least ninety (90) days prior to such substantive change taking effect.

(c) In the event of a disaster or other business stoppage, COMPANY shall contact PB in a timely and efficient manner.

#### 10. BUSINESS PRACTICES

(a) COMPANY shall comply with and not violate any applicable anti-bribery laws, including but not limited to the Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, as amended from time to time, and any statute enacted to replace or supersede such acts (the "Anti-Bribery Laws"), in the performance of its obligations under the Agreement.

(b) A breach of the obligations contained in this Section shall constitute a material breach of the Agreement.

#### 11. AUDIT RIGHTS

(a) COMPANY shall maintain (or cause to be maintained) accurate and complete records in sufficient detail for a period of time of three (3) years from the date of final payment under any Ordering Document, or longer if required by law, to enable PB to evaluate, determine or verify:

- (i) the ordering, exportation, transport, handling, importation, receipt, inspection, storage and distribution of Goods and/or Deliverables under the Agreement;
- (ii) that the Goods and/or Deliverables meet specifications or are delivered On Time/In Full;
- (iii) the procurement, use and tracking of any PB owned tooling;
- (iv) the environmental, health and safety records, programs, data and procedures of any COMPANY facility in which the Goods and/or Deliverables are developed and/or manufactured;
- (v) compliance with the Agreement and with any quality, development, production, control or security standards and procedures that PB may reasonably require;
- (vi) COMPANY's charges and expenses hereunder.

(b) COMPANY shall permit PB to examine COMPANY's such records (and other documents as may be necessary) from time to time (during regular business

hours and upon not less than five (5) business days' written notice) to the extent necessary for PB to make the foregoing evaluations, determinations and verifications ("Audit"). COMPANY shall also make its Personnel available during the Audit. The Audit shall be conducted by PB employees, by an independent auditor appointed by PB or such other third party, acceptable to COMPANY, which acceptance shall not be unreasonably withheld, who shall report to PB those matters associated with the Audit.

(c) The fees and expenses of the Audit shall be borne by PB. However, if (i) systematic or material breaches of the Agreement are discovered during the Audit; or (ii) an error resulting in an overcharge of any charges and expenses of more than five percent (5%) of the total thereof due is discovered, then the total fees and expenses of the Audit shall be borne by COMPANY. COMPANY will correct any material breaches of the Agreement found during any such Audit within thirty (30) days of the completion of such Audit and shall refund any overcharge to PB within fifteen (15) days of the completion of the Audit.

#### 12. EQUAL EMPLOYMENT OPPORTUNITY; EMPLOYMENT LAWS

(a) COMPANY and its subcontractors will not, and will ensure that its employees do not, discriminate against any of its employees or applicants for employment because of age, race, color, religion, sex, sexual orientation, creed, marital status, national origin, ancestry, disability or veteran status or any other basis prohibited by applicable laws or regulations.

(b) If applicable, COMPANY and its subcontractors shall abide by:

- (i) **The requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), all of which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- (ii) **Affirmative Action Regulations for Small, Disadvantaged and Women-Owned Small Business Concerns, 48 C.F.R. 52-219 et seq., which are incorporated herein by reference.**

#### 13. SUPPLIER DIVERSITY PROGRAM

It is PB's policy through its Global Supplier Diversity Program Office that certified minority business enterprises ("MBEs"), women business enterprises ("WBEs"), Service Disabled Veteran-owned Business Enterprises ("DBEs"), and Veteran-owned Business Enterprises ("VBEs"), Lesbian Gay Bisexual Transsexual enterprises ("LGBTs") (collectively "Diverse Suppliers"), shall have equal opportunity to participate in the performance of contracts for goods and services with PB and its prime suppliers. Specific to this Agreement, the utilization goal for Diverse Suppliers is fifteen percent (15%) of the third-party procurement spending related, directly or indirectly, to this Agreement. On an ongoing basis, COMPANY shall:

- (i) register COMPANY's business on the supplier diversity registration portal at [www.supplier-connection.net](http://www.supplier-connection.net);
- (ii) identify the actions, programs or efforts to be undertaken within thirty (30) days after contract award to comply with the stated policy regarding the goods and services specifically identifiable to the work to be performed under the Agreement;
- (iii) identify procurement opportunities that may exist relating to the Agreement that include, or may include, Diverse Supplier participation in the direct production or distribution of COMPANY's products or services (collectively, "Direct Opportunities");
- (iv) identify indirect products and services that COMPANY purchases to run its day-to-day operations that may be purchased from Diverse Suppliers (collectively, "Indirect Opportunities"); and
- (v) submit a Second-Tier Quarterly Spend Report ("Report") within four weeks after the end of each calendar quarter (i.e., April, July, October and January of each year). The Report will list all certified Diverse Suppliers and spend amounts that COMPANY utilized through Direct Opportunities or will provide an accounting of the indirect dollars allocated to PB as calculated from the "percent of sales" methodology, during the previous quarter and any other information as PB may request from time to time. COMPANY should e-mail the report to [supplierdiversity@pb.com](mailto:supplierdiversity@pb.com). COMPANY is also encouraged to list all efforts made during the quarter to increase its support of Diverse Suppliers. As soon as is commercially reasonable, COMPANY will have its representative contact PB's Head of Global Supplier Diversity to receive an explanation of the quarterly reporting process.

#### 14. IMPORT / EXPORT / COUNTRY OF ORIGIN

(a) COMPANY hereby commits to comply with all applicable import and export regulations, and certifies that it will obtain all necessary government approvals, licenses, permits, inspection certificates, customs clearances, or other documentation required by the laws of the originating country, the destination country, and any other country through which the Goods and/or Deliverables may transit. As part of this obligation, COMPANY agrees that all Goods and/or Deliverables will be marked with their Country of Origin according to the standards set forth under U.S. Customs regulations, and that an accurate Harmonized Tariff Schedule Classification, Country of Origin, Export Control Classification Number and Valuation will be provided at the time the Goods and/or Deliverables are shipped to PB. Unless otherwise specified on the Agreement Order Form, COMPANY also agrees to submit to PB through PB's Product Compliance Database a true and correct Certificate of Origin, according to the format prescribed by PB, for each Good and/or Deliverable at the time of shipment, and to submit to PB also through PB's Product Compliance Database any additional information necessary to substantiate any claim or defense related to the Classification, Country of Origin, and Valuation of the Goods and/or Deliverables, as discussed above.

(b) Each party hereby gives assurances to the other party that, unless it has obtained prior written authorization from all applicable government authorities (such as the United States Department of Commerce, the Canadian Department of Foreign Affairs and International Trade, and the Canadian Border Services Agency) or is otherwise permitted by applicable governmental regulations (such as the United States Department of Commerce Export Administration Regulations), it will not export or otherwise disclose, directly or indirectly, any technology or software received from the other Party nor allow the direct product thereof to be shipped, or to be disclosed either directly or indirectly, to any destination that is prohibited by any government or to any foreign national that is prohibited by any government.

#### 15. INDEMNIFICATION

(a) Each Party shall defend, at its own cost and expense, indemnify and hold the other, its agents and customers, and the directors, officers, employees, agents and customers of each of them, harmless from and against any liability, loss, damage, judgment, cost or expense (including reasonable attorney's fees) in

connection with or arising out of (i) the fault, negligence, omissions, unlawful act or willful misconduct of such Party, its subcontractors, employees or agents; (ii) such Party's conduct in connection with its performance under the Agreement; or (iii) any claim for payment of compensation or salary asserted by an Personnel.

(b) If an individual or entity entitled to indemnification under this Section or under any other Section in the Agreement (each, an "Indemnitee") seeks indemnification hereunder, the Indemnitee will: (i) give prompt notice to the indemnifying Party concerning the existence of the indemnifiable event; (ii) grant authority to the indemnifying Party to defend or settle any related action or claim; and (iii) provide, at the indemnifying Party's expense, such information, cooperation and assistance to the indemnifying Party as may be reasonably necessary for the indemnifying Party to defend or settle the claim or action. An Indemnitee's failure to give prompt notice shall not constitute a waiver of the Indemnitee's right to indemnification and shall affect the indemnifying Party's indemnification obligations only to the extent that the indemnifying Party's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) an Indemnitee may participate, at its/his/her own expense, in any defense and settlement directly or through counsel of its/his/her choice, and (ii) the indemnifying Party will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee or increase the obligations assumed by the Indemnitee under the Agreement, without the prior written consent of the Indemnitee. If the indemnifying Party elects not to defend any claim as is required under the Agreement, the Indemnitee will have the right to defend or settle the claim as it/he/she may deem appropriate, at the cost and expense of the indemnifying Party, and the indemnifying Party will promptly reimburse the Indemnitee for all costs, expenses, settlement amounts and other damages.

16. ASSIGNMENT

Neither party shall be permitted to assign its rights or delegate its duties under the Agreement to a third party without the written consent of the other party, except that either party, upon thirty (30) days notice to the other, may assign such rights or delegate such duties or any portion thereof as a matter of right to (i) an Affiliate of the assignor, provided that the assignor shall remain jointly liable for all obligations (monetary or non-monetary) of the assignee under the Agreement or (ii) a corporation succeeding to substantially all of the business of the party effecting such assignment, provided that such corporation specifically assumes all obligations of the assigning party hereunder. Notwithstanding anything to the contrary herein, if the Agreement is assigned to such corporation, the non-assigning Party may terminate the Agreement (including any active Ordering Documents) without incurring any obligation or liability of any kind hereunder within ninety (90) days of receiving written notice of such assignment.

17. DISPUTE RESOLUTION

Whenever a claim or dispute arises between COMPANY and PB, respective personnel will strive to resolve the claim or dispute at the working level. If the claim or dispute is not resolved within thirty (30) days of first notice of the claim or dispute pursuant to the notice provisions of the Agreement, respective members of the original negotiating committee of each party will meet to resolve the issue. If such respective members are unable to resolve the issue within thirty (30) days following the initial thirty (30) day period, the respective executive management of each party will meet to resolve the issue. If after another thirty (30) day period following the involvement of the respective executive managements, either party may initiate the procedures in Section 39 (GOVERNING LAW AND JURISDICTION) of this Exhibit to resolve the claim or dispute. Notwithstanding the above, each party agrees that it will continue to perform all of its obligations under the Agreement during the dispute resolution process.

18. LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF CONFIDENTIALITY, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, BUSINESS, REVENUE OR ANTICIPATED SAVINGS, IN RELATION TO THIS AGREEMENT, WHETHER OR NOT THE RELEVANT LOSS WAS FORESEEABLE, OR THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

19. SUPPLIER CODE OF CONDUCT

(a) PB has developed a Supplier Code of Conduct ("PB's Code"), which requires that working conditions in PB's supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are environmentally and socially responsible. The Code can be found online at [www.PB.com](http://www.PB.com) --> Our Company --> Supplier Connect → Supplier Code of Conduct. If COMPANY has a similar code or corporate policy, COMPANY represents and warrants that such code or corporate policy is substantially similar to PB's Code ("COMPANY's Code").

(b) COMPANY shall comply with PB's Code or with COMPANY's Code, and that it shall apply PB's Code or COMPANY's Code, as applicable, to all of its extended sources of supply that are engaged in the production of Goods and the performance of Services for PB. In the event COMPANY becomes aware that it does not comply with PB's Code or COMPANY's Code, as applicable, COMPANY shall immediately notify PB of any non compliance and shall cure any such non compliance within ninety (90) days of such notice to PB.

20. WAIVER

No waiver by either Party of any default on the part of the other Party in performance of any of its obligations hereunder shall be effective unless in writing nor shall it be construed as a waiver of any other prior or subsequent default.

21. SUBCONTRACTOR

COMPANY may subcontract its rights or obligations under the Agreement provided COMPANY provides PB with prior written notice identifying the subcontractors who will be used by COMPANY under this Agreement. In all events, COMPANY shall remain fully liable to PB for the fulfillment of its obligations under the Agreement. COMPANY acknowledges and agrees that any breach of such obligations by a subcontractor shall be considered a breach of the Agreement by COMPANY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the subject matter herein. Neither Party shall be bound by any prior or collateral agreements between them affecting the subject matter hereof. No amendment, supplement, or modification hereof shall be binding unless the same shall be in writing and duly executed by the Party to be charged thereby.

23. NOTICES

Notices to be given to any party under the Agreement shall not be effective unless in writing and hand-delivered (e.g. via an overnight courier) or mailed by registered

or certified mail to such party's contacts as listed on the Agreement Order Form. Notices delivered by hand will be effective on the date of such delivery. Notices issued by mail will be effective on the third business day following the date that the envelope containing the notice is post-marked, unless between the time of mailing and the time the notice is deemed effective there is an interruption in postal service, in which case, the notice will not be effective until actually received. In the event of a postal strike or lockout, notices or demands under the Agreement must be delivered personally or by overnight courier.

24. HEADINGS AND CONTEXT

The Section headings in the Agreement are inserted solely for convenience and ease of reference and shall be disregarded in construing and interpreting the Agreement. For purposes of the Agreement, where the context of defined terms specifies the singular, the defined term shall include the plural and vice versa.

25. SEVERABILITY

In the event any portion of the Agreement is found to be invalid or is nullified, it shall not affect the validity of any other provision in the Agreement.

26. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the United States, but without recourse to Connecticut's conflict of law provisions that would otherwise require the application of the law of any other jurisdiction. The Parties hereby agree and consent to the exclusive jurisdiction and venue of the state and/or federal courts situated in the State of Connecticut, in any action arising out of or relating to the Agreement or any Ordering Document, and hereby submit to the personal jurisdiction of such courts.

27. LAWS

Each Party shall, in connection with its performance under the Agreement, comply with all applicable international, federal, state or local laws and regulations.

28. COMPLIANCE WITH PB POLICIES

If COMPANY's Personnel are required to be present on PB premises or have access to the PB network during the performance of Services under the Agreement, COMPANY agrees to the following:

(a) COMPANY's Personnel will submit to a substance/drug test and a background check and that PB's retention of COMPANY to furnish the services herein is contingent upon the successful completion of such test(s) and background check(s).

(b) COMPANY's Personnel will conduct themselves in a professional and businesslike manner in performing the services.

(c) COMPANY's Personnel shall not possess, use, manufacture, distribute, dispense or sell any firearm, weapon, intoxicating beverage or illegal drug on PB premises, while on PB business, or in a PB supplied vehicle. COMPANY and its Personnel shall not act in any manner that is likely to endanger the safety of any PB employee or anyone present at a PB location or encountered while performing Services under the Agreement. COMPANY and its Personnel shall observe all PB policies of which COMPANY is advised including PB non-smoking policies and PB policies prohibiting discrimination and sexual harassment.

29. ADVERTISING/PUBLICITY

COMPANY agrees that it will not, without prior written consent of PB use in advertising, publicity or otherwise the name, trademark or logo of PB, or any subsidiary of PB, or refer to the existence or terms of the Agreement in press releases, advertising or materials distributed to prospective customers.

