

Acceptance of this purchase order implies agreement by Vendor to General Terms and Conditions stated below.

1. Records pertaining to this Purchase Order must be retained for a minimum of 7 years, unless otherwise noted in the body of this Purchase Order. Disposition of records is obtaining permission for primary customer to access records and shredding or other destructive method to dispose of records after the retention period.
2. Any changes to your processes or location must be approved prior to processing of parts.
3. Parallel Ventures, Inc., our customers, and any regulatory authorities during the length of this contract, reserve the right to inspect your facility, access records pertaining to this order upon request, at your location or at any level of the supply chain that pertains to the Purchase Order.
4. **Non-Conforming Material:** Vendor will notify Parallel Ventures, Inc. of any non-conformities found in the purchase product within 24 hours of discovery, whether it is found prior, during, or after receipt of the product. Vendors must obtain approval for any non-conforming product disposition. Parallel Ventures, Inc. and its customers reserve the right to disapprove of any non-conforming product. No known non-conforming product shall be supplied to Parallel Ventures, Inc. without written authorization.
5. **Changes to Purchase Order Specifications:** After its receipt of the order, Vendor will notify Parallel Ventures of any changes to product or process specifications, and Parallel Ventures and its customers will have the right to approve of any such change or, alternatively, cancel or modify the order. Parallel Ventures shall notify its customer immediately if there is any discrepancy between the requested revision level or specification and the current or provided revision level or specifications. The vendor will notify Parallel Ventures of any changes in product and/or process definition or configuration and obtain prior approval from Parallel Ventures prior to shipping the product.
6. **Flow Down:** Vendor will flow down to the supply chain information and requirements specified on this Purchase Order to sub-tiers vendors, sub-contractors, etc. paying attention to key characteristics or requirements. When it is determined that the Vendor is responsible for non-conforming products a corrective action may be issued. Failure to respond within the specified time, the vendor may be removed as a Parallel Ventures approved supplier.
7. **Quality System Requirements:** Vendor is to maintain any 3rd party certification to AS9100, AS9110, AS9120, ISO 9001, ISO 13485, ISO 16949 or equivalent issued by a registrar that is accredited by an International Aerospace Quality Group (IAQG) or International Accreditation compliant quality management system unless otherwise specified or approved through Parallel Ventures Inc.
8. **Counterfeit Part Avoidance:** For purposes of this clause, work consists of those parts delivered under this Purchase Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other

acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable. The seller agrees and shall ensure that Counterfeit Work is not delivered to Parallel Ventures. The Seller shall only purchase products to be delivered or incorporated as work to Parallel Ventures directly from Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Parallel Ventures. The Seller shall immediately notify Parallel Ventures with the facts if SELLER becomes aware of suspects that it has furnished Counterfeit Work. When requested by Parallel Ventures or one of its Customers, the Seller shall provide OCM/OEM documentation authenticating traceability of affected items to the applicable OCM/OEM. The Seller shall establish and maintain a Counterfeit Parts/Material Prevention and Control Plan using AS5553 and/or AS6174 to ensure that Counterfeit Work is not delivered to the buyer. The purpose of Seller(s) plan shall be scoped in a developed robust process to prevent the delivery of counterfeit commodities and control commodities identified as counterfeit. The Seller shall include this clause or equivalent to lower tier subcontractors for the delivery of item(s) that will be included in or furnished as Work to Buyer.

9. Supplier must ensure that persons are aware of their contribution to product/service conformity, product safety, and the importance of ethical behavior.

10. Proprietary Information & ITAR regulations: Vendor agrees to keep all items provided to complete service confidential. If items provided are ITAR controlled, they may only be viewed by US citizens or those granted special permissions. Upon completion of service, the vendor agrees to promptly return to Parallel Ventures, Inc. safely store for future work on same part number or destroy all items containing or embodying Confidential Information (including all copies). All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies and in whatever form relating to the business of Parallel Ventures, Inc. that possess or create because of your business with Parallel Ventures, Inc., whether confidential, are the sole and exclusive property of Parallel Ventures, Inc.

11. If applicable (if a clause is not applicable, it is considered self-deleting), materials purchased under this Purchase Order invoke compliance with all relevant FAR and DFARS clauses. Vendor certifies that its principals, employees, and other representatives will comply with and are following all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:

This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700)

- Fair Labor Standards Act of 1938 and the regulations of the United States Department of Labor (FLSA).
- Occupational Safety and Health Act of 1970 (OSHA)
- US Department of Transportation regulations on hazardous materials and other pertinent federal, state, or local statutes, laws, rules, and regulations.

- Applicable domestic and international prohibitions on child labor.
- United States Foreign Corrupt Practices Act, 15 U.S.C s. 78
- Anti-Kickback Act of 1986
- Dodd-Frank Act – suppliers have a responsibility to disclose use of conflict materials, which are tantalum, tin, tungsten, and gold. Suppliers must conduct due diligence to trace the origin and chain of custody of these minerals to ensure compliance with the Dodd-Frank Act.
- Presidential Memorandum on Combatting Trafficking in Counterfeit and Pirated Goods, dated April 3, 2019

Truth in Negotiations Act, Resources Conservation and Recovery Act, Walsh-Healy Public Contracts Act (41 U.S. Code 35-45), Davis-Bacon Act (40 U.S. Code 276a-7), Contract Work Hours and Safety Standards Act (40 U.S. Code 327-333), Copeland (“Anti-Kickback”) Act (18 U.S. Code 874 / U.S. Code 276c).

- In addition, any FAR or DFAR clauses necessary to satisfy the Prime Contractor’s contractual obligations are: DOD 5200.2-R, FAR 9.5, DFARS 209.5, FAR 3.101-1, FAR 9.505-4, 219.702-70, 252.201-7000, 252.203-7000, 252.203-7001, 252.203-7002, 252.203-7003, 252.203-7004, 252.204-7000, 252.204-7002, 252.204-7003, 252.204-7004, 252.204-7008, 252.204-7012, 252.204-7015, 252.204-7018, 252.204-7019, 252.204-7020, 252.208-7000, 252.209-7004, 252.209-7005, 252.211-7000, 252.211-7003, 252.211-7007, 252.211-7008, 252.215-7002, 252.217-7000, 252.219-7003, 252.219-7003 Alt I, 252.219-7004, 252.222-7002, 252.222-7006, 252.222-7007, 252.223-7001, 252.223-7002, 252.223-7003, 252.223-7004, 252.223-7006, 252.223-7007, 252.223-7008, 252.225-7000, 252.225-7001, 252.225-7002, 252.225-7003, 252.225-7004, 252.225-7007, 252.225-7008, 252.225-7009, 252.225-7010, 252.225-7012, 252.225-7013, 252.225-7015, 252.225-7016, 252.225-7021, 252.225-7025, 252.225-7027, 252.225-7028, 252.225-7030, 252.225-7033, 252.225-7040, 252.225-7047, 252.225-7048, 252.225-7052, 252.225-7055, 252.225-7056, 252.225-7059, 252.225-7060, 252.225-7976, 252.225-7993, 252.226-7001, 252.227-7000, 252.227-7013 (& Alt I), 252.227-7014, 252.227-7015, 252.227-7016, 252.227-7019, 252.227-7025, 252.227-7027, 252.227-7028, 252.227-7030, 252.227-7037, 252.227-7038, 252.227-7039, 252.228-7005, 252.229-7011, 252.231-7000, 252.232-7002, 252.232-7003, 252.232-7004, 252.232-7006, 252.232-7010, 252.232-7017, 252.234-7002, 252.234-7004, 252.235-7003, 252.236-7000, 252.239-7000, 252.239-7001, 252.239-7009, 252.242-7005, 252.242-7006, 252.243-7001, 252.244-7000, 252.245-7001, 252.245-7002, 252.245-7003, 252.245-7004, 252.246-7001, 252.246-7003, 252.246-7007, 252.246-7008, 252.247-7023, 252.247-7024, 252, 249-7002, 52.202-1, 52.203-3, 52.203-5, 52.203-6, 52.203-7, 52.203-8, 52.203-10, 52.203-11, 52.203-12, 52.203-13, 52.203-14, 52.203-17, 52.203-19, 52.204-2, 52.204-4, 52.204-9, 52.204-10, 52.204-12, 52.204-13, 52.204-19, 52.204-21, 52.204-23, 52.204-24, 52.204-25, 52.204-26, 52.204-27, 52.204-29, 52.204-30, 52.209-5, 52.209-6, 52.209-9, 52.209-10, 52.210-1, 52.211-5, 52.211-15, 52.212-5, 52.213-1, 52.214-26, 52.214-27, 52.214-28, 52.215-2, 52.215-8, 52.215-9, 52.215-10, 52.215-11, 52.215-12, 52.215-13, 52.215-14, 52.215-14 Alt I, 52.215-15, 52.215-16, 52.215-18, 52.215-19, 52.215-19, 52.215-21 Alt II, 52.215-21 Alt III,

52.215-23, 52.215-23 Alt I, 52.216-6, 52.216-7, 52.216-8, 52.216-10, 52.216-26, 52.219-8, 52.219-9 (& Alt II), 52.219-16, 52.219-28, 52.222-1, 52.222-2, 52.222-3, 52.222-4, 52.222-17, 52.222-19, 52.222-20, 52.222-21, 52.222-22, 52.222-25, 52.222-26, 52.222-29, 52.222-35, 52.222-36, 52.222-37, 52.222-40, 52.222-41, 52.222-44, 52.222-50, 52.222-54, 52.223-3, 52.223-5, 52.223-6, 52.223-7, 52.223-11, 52.223-12, 52.223-18, 52.223-19, 52.224-2, 52.225-8, 52.225-13, 52.225-25, 52.227-1, 52.227-2, 52.227-3, 52.227-3 Alt I, 52.227-9, 52.227-10, 52.227-11, 52.227-13, 52.227-14, 52.228-3, 52.228-4, 52.228-5, 52.228-7, 52.229-3, 52.229-4, 52.229-6, 52.230-2, 52.230-3, 52.230-6, 52.232-1, 52.232-8, 52.232-9, 52.232-11, 52.232-16, 52.232-17, 52.232-18, 52.232-20, 52.232-22, 52.232-23, 52.232-23 Alt I, 52.232-25, 52.232-25Alt I, 52.232-33, 52.232-39, 52.232-40, 52.233-1 Alt I, 52.233-3 Alt I, 52.233-4, 52.234-1, 52.236-7, 52.237-8, 52.242-1, 52.242-2, 52.242-3, 52.242-4, 52.242-5, 52.242-13, 52.242-15 Alt I, 52.243-1, 52.243-2, 52.243-6, 52.243-7, 52.244-2, 52.244-5, 52.244-6, 52.245-1, 52.245-2, 52.245-9, 52.246-2, 52.246-11, 52.246-15, 52.246-23, 52.246-24, 52.246-25, 52.246-26, 52.247-1, 52.247-2, 52.247-63, 52.247-68, 52.248-1 (Alt I, II & III), 52.249-2, 52.249-6, 52.249-14, 52.252-2, 52.252-6, 52.253-1, 15 CFR 700_700.13, 17 CFR 249B, 17 CFR 250, HQ B-2-0017, HQ B-2-0020, HQ C-2-0002, 41 CFR 60-1.4. 60-300.5 AND 60-741.5, 29 CFR, PART 471, 41 CFR 60-300.5(a), 41 CFR 60-741.5(a), APPENDIX A TO SUBPART A, NIST SP 800-171, National Defense Authorization Act for FY 2012, Sec 818, Presidential Memorandum on Combatting Trafficking in Counterfeit and Pirated Good, dated April 3, 2019.

- Clauses can be viewed at www.acquisition.gov.
- Customer terms and conditions can be viewed at www.rtx.com/suppliers, www.raytheon.com/suppliers/supplier_resources/, or www.gd-ots.com/suppliers/

12. If applicable, materials purchased under this Purchase Order require a Counterfeit Avoidance Plan, in accordance with SAE AS5553 and AS6174. If the materials received are found to be or are suspected of being Counterfeit, it will be quarantined until an investigation can be conducted by the proper authorities. If deemed necessary, a Corrective Action Request and/or GIDEP report will be filed.

13. Vendor shall require lower-tier suppliers to comply with quality assurance requirements comparable to those contained in this Purchase Order. Vendors shall assume responsibility for the quality of all procured material and workmanship. Vendor shall include this clause in its subcontracts with lower-tier suppliers and require lower-tier suppliers to flow down this clause to their lower-tier suppliers.

14. If the use of "Cloud Computing is used at your facility please notify us immediately, as you must comply with DFARS 252.239-7009.

15. Please direct any questions regarding these terms to:

Parallel Ventures, Inc.

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