ND DEFENSE COMMERCIAL TERMS AND CONDITIONS

1. **ACCEPTANCE: ORDER CONSTITUTES ENTIRE AGREEMENT.** This Order constitutes ND Defense LLC's ("ND Defense") offer to purchase Products only in accordance with the terms and conditions contained herein. Any document of Supplier containing additional or different terms and conditions or any attempt by Supplier to vary to any degree, any of the terms and conditions expressed in this Contract shall not operate as a rejection of this contract but shall be deemed a material alteration thereof and this contract shall be deemed accepted by Supplier without such additional or different terms and conditions. All such different and/or additional terms and conditions which may be contained in any document furnished by Supplier in accepting this contract are hereby objected to and rejected and shall have no force and effect unless otherwise agreed to in writing by ND Defense. This order may be accepted by Supplier by the commencement of work, shipment of goods, furnishing of services or by any written confirmation or acknowledgement made by Supplier, such acceptance or confirmation being expressly conditioned on these terms and conditions.

2. **PRODUCTS.** The term "Production Products" refers to products used only for production and the term "Service Parts" refers to products used only for service. The term "Products" includes Service Parts and Production Products, packaging, and containers, as well as any literature pertaining to such Products.

3. **THIRD-PARTY DESIGNEE**. Supplier will also, at ND Defense's sole option, sell Products to ND Defense's subsidiaries, affiliates, third party contractors, or any other ND Defense-designated party ("Third Party Designee"), under the same terms and conditions as set forth in this Contract. All of Supplier's representations, warranties, and obligations under this Contract apply to sales to Third Party Designees.

4. **SHIPMENT.** The terms of delivery for all Products sold pursuant to this Contract shall be FCA Supplier's dock, unless otherwise designated by ND Defense. (Incoterms 2020).

   Shipments of Products must equal the exact quantity ordered and meet the requested delivery date, unless otherwise agreed to in writing. In the event of an over-shipment, ND Defense, at its sole option, may return the over-shipment to Supplier at Supplier's expense, including ND Defense's administration fee for handling the over-shipment.

   Supplier agrees to provide ND Defense a return material authorization for over-shipments, and Supplier will not charge any restocking fees. The Supplier Packing and Shipping Standard will be per the ASTM D3951, Standard Practice for Commercial Packaging, unless otherwise specified on the purchase order. If Supplier has at any time reason to believe that deliveries will not be made as scheduled, Supplier must immediately notify ND Defense in writing of the cause of the anticipated delay.

   Supplier agrees to comply with all applicable requirements and instructions for customs, import and export. unless otherwise specified on the Purchase Order. Supplier will provide ND Defense with such additional information that ND Defense reasonably may request, including, but not limited to, any information about the Products and/or Supplier that ND Defense may need to provide authorities for the import or export of the Products.

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5. **PRICING AND INVOICING**. The price for Products is stated in the Purchase Order and will be a fixed price. Duties, levies, fees, and taxes are according to the Incoterms set forth in Section 6 of these Terms and Conditions, unless otherwise agreed to in writing. All agreed upon price adjustments must also be reflected in the export invoices prepared for Customs purposes, if applicable.

   Supplier will price Production Products and Service Parts similarly, considering possible additional costs for Service Parts packaging. The cost of the sub-assemblies, components, and child parts of Service Parts in a kit or individually shall not be higher than the cost of the Production Products.

   Supplier and ND Defense will jointly pursue cost reduction opportunities for the duration of this Contract and will reflect the achievement of such opportunities in price reductions to ND Defense.

   Without limiting ND Defense's other rights and remedies, ND Defense may deduct from any payments due to Supplier the amount of any claims which ND Defense may have against Supplier.

   In case of any dispute regarding this Contract, including, but not limited to, a dispute over pricing or a pricing discrepancy, Supplier agrees to continue to ship Products for a reasonable length of time, but no less than 180 days, following written notice of a dispute, to give Supplier and ND Defense the opportunity to resolve the dispute.

   Supplier shall invoice for all Products shipped for service at the time of shipment, but no later than thirty (30) days after the date of shipment. Invoices submitted to ND Defense more than six (6) months after Product has been shipped will require additional approvals and are subject to rejection if adequate data is not provided to ND Defense. Invoices older than twelve (12) months are subject to rejection, and ND Defense will not be liable for payment of such aged invoices.

   Supplier must identify all disputes with ND Defense in writing within six (6) months of the date of ND Defense's receipt of Supplier's shipment involved with the dispute. If Supplier has not identified a dispute to ND Defense in writing within this time, ND Defense will not be liable for payment.

   For Service Parts where a price change and an effective date for such pricing is mutually agreed, invoices must be based on the price at the time a purchase order is issued and not the price in effect on the ship date, unless otherwise mutually agreed upon in writing. If the parties agree that the price to be paid will be the price in effect on the ship date, ND Defense will issue new purchase orders that include the new, agreed-upon price. Any Service Part that is on back order will be invoiced at the open purchase order price at the time the order was placed and not at the price at the time of shipment if there is a new price change subsequent to the placement of the order. ND Defense will automatically debit the invoice amount to match the purchase order price and pay only the purchase order price after the invoice due date.

   Unless otherwise agreed to by the parties in writing, any development or Engineering Design and Development costs incurred by Supplier to provide Products to ND Defense is the responsibility of the Supplier. ND Defense will not make payment for such expenditures without an approved written agreement and corresponding purchase order.

6. **PAYMENT.**

   (A) Standard payment terms are sixty (60) days from date of receipt of a correct invoice from Supplier, or the date of receipt of the Products by ND Defense, whichever is later, unless otherwise agreed to in writing. ND Defense neither guarantees nor is responsible for any liabilities incurred by any Third Party Designees under this Contract.

   (B) PAYMENT SPECIFIC TO TRUCK EQUIPMENT MANUFACTURERS: Specific to Truck Equipment

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Manufacturers (TEMs), the payment obligations of ND Defense shall be incurred only upon inspection and acceptance by ND Defense of the completed ND Defense vehicle(s) with the TEM-provided materials and / or services. Acceptance will be demonstrated by the signature date on the approved Final Inspection Report (FIR) applicable to the vehicle(s) with the TEM provided materials and/or services. Accordingly, ND Defense shall have the agreed payment terms number of days from the date of the approved FIR to pay TEMs for materials and / or services provided with respect to such vehicle(s).

7. **TOOLING**. If applicable and in the absence of an executed Tooling and Bailment Agreement, the following terms apply: Tooling referred to in a Tooling Purchase Order issued by ND Defense is owned by ND Defense upon ND Defense's completion of payment for such tooling. In the event ND Defense-owned Tooling is transferred to Supplier's facility or control, such Tooling will remain the property of ND Defense.

   Supplier may not issue an invoice to ND Defense for Tooling until the Product for which such Tooling is used has been through the Production Part Approval Process (PPAP) by ND Defense unless otherwise agreed to in writing.

   Supplier agrees, upon receiving the Tooling, to promptly affix, and to continuously keep and maintain, plainly and distinctly, permanently and conspicuously upon the Tooling the following words: "Property of ND Defense" and to keep the Tooling free from other "Property of" markings or labeling which might be interpreted as a claim of ownership by a party other than ND Defense. In addition, within ninety (90) days of receiving any Tooling, Supplier shall affix to it the ND Defense Tooling Identification Number.

   Supplier agrees to use the Tooling for the sole and exclusive benefit of ND Defense in the production of the Products for ND Defense and for no other purpose without ND Defense's prior written consent, which consent may be withheld at ND Defense's sole discretion. Supplier agrees to operate the Tooling within its rated capacity, restrict the use and operation to safe, careful personnel selected and employed or controlled by Supplier, and prohibit anyone other than duly authorized personnel of Supplier to make any repairs or adjustments to the Tooling otherwise permitted hereunder (unless otherwise previously authorized in writing by ND Defense).

   After the initial PPAP for the Product or any similar process, Supplier agrees, at its expense, to service, maintain and repair the Tooling: (i) so as to keep it in good operating condition, normal tooling wear is expected, (ii) in accordance with the terms of any manufacturers' warranties, specifications, bulletins, or service descriptions, (iii) in a manner consistent with standard industry practice and ND Defense's practice and instructions, and (iv) in accordance with applicable laws, regulations, governmental approvals, and permits. Supplier will not be required to perform any Capital Improvements (as defined below) to the Tooling. "Capital Improvements" shall mean (a) the purchase of additional machinery, equipment and/or tooling which is required for a new product line, increasing capacity, a design change, or a cost reduction project, and (b) the cost to rebuild or overhaul the Tooling which materially increases its value or expected useful life. To the extent ND Defense wishes to perform Capital Improvements at ND Defense's expense, however, Supplier shall cooperate and work with ND Defense, or with any contractors used by ND Defense, so that ND Defense may make any such Capital Improvement that it deems necessary in its sole discretion.

   Tooling will be free of all advertising or insignia placed thereon by Supplier, and free and clear of all mortgages, liens, security interests, charges, encumbrances, and claims and in the same operating order, repair, condition, and appearance as when received (except for ordinary and expected wear). Supplier will be solely responsible to ND Defense for any damage to or loss of the Tooling, except any damage or loss caused by ND Defense or its agents, until it has been returned to ND Defense.

   Tooling may not be removed, destroyed, or scrapped without ND Defense's prior written consent, which can be withheld at ND Defense's sole discretion. Tooling that is the subject of intellectual property right(s) may

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not be copied without the consent of the owner of such intellectual property right(s). To the extent any intellectual property rights owned by Supplier or licensed to Supplier by a third party is embodied in or is otherwise necessary for the intended use of the Tooling, Supplier hereby grants to ND Defense a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Tooling, to use such intellectual property rights.

Upon ND Defense's request, Supplier will return all Tooling, drawings, and other related materials to ND Defense.

8. **REGULATORY COMPLIANCE**. For Products, components, or systems purchased from Supplier that have specific government regulatory performance requirements, Supplier must provide evidence of compliance, in the form of a test report, engineering analysis, or as otherwise requested by ND Defense, validating conformance to those specific regulatory requirements. Supplier must provide the same evidence of compliance whenever a change is made to a Product, component, or system that has specific government regulatory performance requirements. Supplier must have a quality control plan that ensures Product regulatory compliance on a continued basis. Upon request by ND Defense, Supplier must provide the quality control plan documentation and audit records.

9. **INSPECTION OF PRODUCTS**. All Products will be received subject to ND Defense's inspection or rejection. Defective Products or Products not in accordance with ND Defense's specifications will be held for Supplier's instructions and at Supplier's risk, and such Products will be returned at Supplier's expense. Payment for Products prior to inspection will not constitute an acceptance thereof. Returned Products will be deducted from total shipments.

10. **SUPPLY FAILURE**. In the event of a full or partial failure of Supplier's sources of supply or capacity constraints for the Products, Supplier will first meet all of ND Defense's and ND Defense's affiliates (if any) requirements hereunder prior to any allocation among other customers under Section 2-615 of the Uniform Commercial Code.

11. **WARRANTY**. Supplier's own manufacturer warranty will govern, unless otherwise specified on ND Defense's Purchase Order.

12. **ASSURANCE OF PERFORMANCE**. If ND Defense reasonably deems itself insecure with respect to Supplier's ongoing performance, whether due to Supplier's financial capacity or otherwise, ND Defense may demand that Supplier provide assurance of future performance to ND Defense within five (5) days of the demand. This assurance may be in any security acceptable to ND Defense, including but not limited to, collateral consisting of cash, letter(s) of credit, surety bond, parent guaranty, or lender releases. This security shall be in an amount satisfactory to ND Defense and shall also be sufficient to offset costs and expenses incurred or reasonably expected to be incurred by ND Defense in securing for itself completion of the project or other performance due from Supplier. ND Defense reserves its right to any other remedies allowed in law or equity. Failure to provide the requested performance assurance within the stated period shall constitute a default of this Contract, and ND Defense shall be free to procure Product from an alternate source and/or cancel this Contract in its discretion immediately upon expiration of the time specified for delivery of the requested performance assurance.

13. **SUPPORT**. Supplier will provide at no additional cost to ND Defense such design and design qualification assistance, manufacturing assistance, technical, service parts, and field support as reasonably required by ND Defense.

14. **ACCESS TO PREMISES**. ND Defense will have access, after reasonable notification, to inspect Supplier's production of a Product or Tooling, verify any charges subsequent to payment, perform tests, and make other

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necessary examinations at Supplier's premises, including evaluating any risks for interruption in the supply of Products. Supplier will use reasonable efforts to obtain the same rights for ND Defense at the premises of its suppliers.

15. **DUTY REDUCTION PROGRAM DOCUMENTATION.** For Supplier's production that is North American based: Supplier will provide annually to ND Defense, as promptly as practicable after ND Defense's written request, an accurate and complete United States Mexico Canada Agreement ("USMCA") Certificate of Origin for those Products and parts that qualify for USMCA.

    In the case of the USMCA, Supplier will complete the certificate template provided by ND Defense's Global Trade Management partner in accordance with its attached instructions. In addition to the USMCA certificate, the Supplier will provide functionality information reasonably requested by ND Defense, Labor Value Content certification, and steel and aluminum certification (when applicable).

    If ND Defense has agreed to accept North American produced Products that do not fulfill the USMCA rule of origin requirements, Supplier agrees to provide the North American Accumulation Value for such Products per the USMCA. In addition to the Accumulation Value, Supplier will provide functionality information reasonably requested by ND Defense, Labor Value Content certification, and steel and aluminum certification (when applicable).

    For Products sourced outside of North America: Supplier will provide, according to ND Defense's part number(s), an affidavit of origin or other documentation to support applicable free trade agreements or duty elimination programs such as the Generalized System of Preferences for each such Product. Supplier is responsible to provide all documentation required for the Country of Origin as per the export / import requirements for the United States and other countries as requested by ND Defense.

16. **LATE DELIVERY CHARGES**. If ND Defense determines that Supplier's deliveries are behind a given schedule and ND Defense requires express shipments, vehicle repairs, vehicle pulls and/or onsite support to address such delay, then Supplier will pay the associated costs as documented in the ND Defense Supplier Guidelines found at https://www.nddefense.com/supplier. If Supplier's deliveries are so far behind a given schedule that ND Defense is compelled to use material not according to ND Defense's specification or at a higher cost, then Supplier will pay whatever additional costs, expenses, losses, or damages that ND Defense sustains. The provisions of this Section are not intended to limit any other rights and remedies that ND Defense may have against Supplier

17. **SPECIFICATION CHANGES**. ND Defense reserves the right at any time to make changes or modifications to drawings and specifications as to any Products, materials, or work covered by this Contract. The parties will agree upon and equitably adjust any difference in price or time for performance resulting from such changes and modify the Contract in writing accordingly. ND Defense will issue such change in writing ("Change Order"). Any increase or decrease in price or time for performance resulting from such changes shall be equitably adjusted, and the Contract shall be modified in writing accordingly. Supplier must assert its right to an adjustment under this provision in writing, delivered to ND Defense's contracting representative within fifteen (15) days from Supplier's receipt of the written Change Order. Failure to agree on the adjustment shall be deemed a dispute under this Contract and such dispute will not excuse the Supplier from continuing performance as changed.

18. **STOP WORK ORDER.** ND Defense may at any time and by written order to Supplier require the Supplier to stop all, or any part of, the work being performed hereunder for a period not to exceed ninety (90) days, or for such period as the ND Defense may request ("Stop Work Order"). Upon receipt of the Stop Work Order Supplier will immediately comply with the terms of the Stop Work Order and will take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order. Within the

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ninety-day period (or such other period as determined by ND Defense) the ND Defense will either (i) cancel the Stop Work Order; or (ii) terminate the work covered as provided in the Termination provisions of the Contract. If the Stop Work Order is canceled or the ninety-day period expires, the Supplier shall resume work and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.

19. TERMINATION.

(A) TERMINATION FOR DEFAULT: ND Defense may terminate, either in whole or in part, this Contract by written notice to Supplier in the event Supplier fails to (i) deliver the Products within the time specified or in accordance with the specifications, (ii) makes progress so as to endanger performance under this Contract, or (iii) perform any of the other provisions of the Contract. ND Defense may terminate this Contract if Supplier does not cure such failure within ten (10) days after receipt of written notice of default. In the event ND Defense terminates this Contract in accordance with this subparagraph, Supplier may be liable to ND Defense for any costs associated with ND Defense's purchase of Products similar to those terminated. In the case of a partial termination for default, Supplier will continue with performance of the un-terminated portion of this Contract.

(B) TERMINATION FOR CONVENIENCE: ND Defense shall have the right at any time, and for any reason, without any penalty, to terminate, in whole or in part, this Contract or the deliveries specified and the authorizations contained in any shipping schedule given to Supplier by ND Defense, provided ND Defense shall provide Supplier thirty (30) days' notice of such termination, whereupon this Contract shall automatically terminate immediately after the 30th day. Supplier will immediately proceed to stop all work, place no further subcontracts or orders for materials, services or facilities except as reasonably necessary to complete the continued un-terminated portion of this Subcontract and shall continue performance of the work not terminated. Supplier will take all reasonable precautions including as directed by ND Defense, for the preservation and protection of the terminated work. Except as otherwise set forth in this provision, ND Defense will have no further liability to Supplier for said termination.

Within forty-five (45) days following receipt of the termination notice, Supplier will prepare and submit to ND Defense, Supplier's termination inventory schedules. The disposition of, but not limited to, inventory, work in process and finished goods of the terminated work will be at the direction of ND Defense. Further, Supplier shall use all reasonable efforts as directed by ND Defense, to sell, use or otherwise dispose of all goods or materials remaining in inventory the proceeds of which, will be applied to reduce any payments to be made by ND Defense under this Contract. Within ninety (90) days of receipt of the termination notice, or as may be extended by mutual agreement between the parties, the Supplier will submit to ND Defense its final termination cost proposal. If the Supplier fails to submit the proposal within the time allowed, ND Defense may reasonably determine on the basis of information available, the amount, if any, due Supplier because of the termination and shall pay the amount determined.

Subject to the foregoing Supplier and ND Defense representatives may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this sub-paragraph or otherwise, may not exceed the total contract price as reduced by (i) the amount of payments previously made and (ii) the contract price of work not terminated. This Contract shall be so modified, and the Supplier shall be paid the agreed amount. This sub-paragraph shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

If the Supplier and the ND Defense fail to agree on the whole amount to be paid because of the termination of work, the ND Defense shall pay the Supplier the amounts determined by ND Defense as follows, but without duplication of any amounts agreed on above, (i) the Contract price for completed Product accepted by ND Defense not previously paid for, (ii) adjusted for any saving of freight and other charges, and, (iii) the

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total of the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding, any costs attributable to supplies or services paid or to be paid elsewhere in this provision and, the total of (a) the reasonable cost of settling and preparing the termination settlement proposals under this Contract provided, however, they are properly chargeable to the terminated portion of this Contract; and (ii) a sum, as profit, of this subparagraph reasonably determined by ND Defense and as originally calculated by Supplier in its subcontract pricing, however, if it appears that the Supplier would have sustained a loss on the entire subcontract had it been completed, ND Defense will allow no profit under this sub-clause and shall reduce the settlement to reflect the indicated rate of loss.

20. **U.S. EXPORT REGULATIONS.** EAR REGULATIONS and ITAR REGULATIONS: Certain technical data, technology, software, defense services, defense articles, and commodities (collectively "Export-Controlled Material") are controlled by either the International Traffic in Arms Regulations ("ITAR", 22 CFR 120-130) or the Export Administration Regulations ("EAR", 15 CFR 730-774) and may require a valid license or other approval from the U.S. Department of State or Department of Commerce prior to export, transfer, reexport, or retransfer to a "Foreign National" or "Foreign Person" (as these terms are defined at EAR § 734.2(b)(2)(ii) and ITAR § 120.16, respectively). An export, transfer, reexport, or retransfer includes the provision of defense services, or the disclosure or transmission (including oral or visual disclosure) of technical data, technology, or software to a Foreign National or Foreign Person, whether such activity takes place in the U.S. or in another country. Export-Controlled Material provided by ND Defense to COMPANY will identify the regulations applicable to these Export-Controlled Material.

    Prior to any temporary or permanent export, transfer, reexport, or retransfer of Export-Controlled Materials to a third party, COMPANY must secure written approval from ND Defense for such export, transfer, reexport, or retransfer. When requesting approval from ND Defense for any export, transfer, reexport, or retransfer, COMPANY shall provide to ND Defense a copy of, or reference to, the valid U.S. Department of State or Department of Commerce license or other approval authorizing the export, transfer, reexport, or retransfer.

    If the COMPANY receives ND Defense Export-Controlled Material under the authority of export authorization(s), COMPANY agrees to comply with all disclosed riders, conditions, provisos, and other limitations of the authorization, and must promptly notify ND Defense, in writing, if ND Defense- origin Export-Controlled Material was transferred to an unauthorized Foreign National or Foreign Person.

21. **APPLICABLE LAW AND JURISDICTION.** This Contract and all conflicts, disputes or actions arising out of or as a result of the respective rights and obligations of the parties as herein contained, shall be governed by the laws of the State of Delaware except its choice of law provisions. All disputes and actions shall be brought before a State or Federal court of competence located in the State of Delaware. The Supplier consents to the venue and jurisdiction of a State or Federal court located in the State of Delaware and waives any claim of forum non conveniens and a trial by jury.

22. **ENTIRE AGREEMENT.** These terms and conditions and those contained on the purchase order into which these terms and conditions are incorporated by reference, contain the entire agreement and understandings of the parties and supersedes all prior understandings or agreements or the parties, whether written or oral. No modification or amendment to this Contract will be made without the prior written consent of the duly authorized representatives of both the ND Defense and Supplier.

23. **ADVERTISING.** Supplier shall not, without first obtaining the written consent of ND Defense, in any manner advertise or publish the fact that Supplier has furnished or contracted to furnish ND Defense with the Products as described herein.

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24. **ORDER OF PRECEDENCE.** Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence; (1)) the provisions on the face of ND Defense's Order; (2) ND Defense's purchase order attachments, including these terms and conditions and the provisions and clause referenced and incorporated in this document; (3) other specifications or documents incorporated by reference; (4) the statement of work referenced on the face of the purchase order.

25. **CORRUPTION PREVENTION AND TRADE COMPLIANCE.** Supplier will conduct its business operations in accordance with all applicable laws and regulations including, but not limited to, the United States Foreign Corrupt Practices Act, the UK Bribery Act, U.S. Foreign Asset Control Laws, and U.S. Export Control Laws, and will not attempt to directly or indirectly improperly obtain any benefit by payments, the giving of anything of value or other actions contrary to any applicable law or regulation; and

    Supplier has not made and will not make, directly or indirectly, any payment of funds (a) to any foreign governmental official or any representative or employee of a foreign governmental entity, (b) to any employee or representative of any purchaser, or (c) which is illegal under any applicable law inside or outside of the country in which Supplier will provide the goods or Services including but not limited to, the U.S. Foreign Corrupt Practices Act and UK Bribery Act, all as may be amended from time to time; and

    Supplier has not requested the return, and will not accept the return, directly or indirectly, of any portion of the funds paid to it by ND Defense or paid by any end purchaser of ND Defense Products or Services, nor will any director, officer, or employee of the Supplier so request or accept any such funds.

    Neither Supplier nor any employee, agent, or principal of Supplier nor any of their immediate families is or will be (a) a foreign governmental official or any employee or representative of a foreign governmental entity, or (b) an officer or employee or representative of or holder of a beneficial interest in any end purchaser of ND Defense products or the Services sold by Supplier pursuant to this Agreement and any resulting subcontract agreement and/or Statement of Work; and

    No government entity or end purchaser of ND Defense Products has or will have a beneficial interest in Supplier's business; and

    If Supplier assists in the actual sale of ND Defense Products, Supplier will investigate the identity of the end-user of the Products to be sold and will provide documentation as requested by ND Defense regarding the ultimate end-user and the use of Products to be sold; and

    Supplier hereby agrees that it will put into place for itself and for all related companies, policies, procedures, and guidelines with respect to all applicable laws and regulations including, but not limited to the U.S. Foreign Asset Control Laws, U.S. Export Control Laws, the UK Bribery Act; and the U.S. Foreign Corrupt Practices Act ("FCPA") and that Supplier will provide compliance and corruption prevention training to its employees and representatives as well as employees and representatives of all related companies on an as-needed basis and not less than annually. Supplier further acknowledges that ND Defense shall have the right to terminate this Agreement if Supplier fails to institute such policies, procedures, and guidelines within sixty (60) days of the Effective Date of this Agreement or if Supplier fails to provide the above-referenced training on an annual basis.

    Supplier acknowledges that ND Defense's company policy prohibits payments made to induce a foreign government official to perform a routine duty or service, commonly referred to as "facilitating payments," and

    Supplier agrees that no such payments will be made or offered by Supplier to carry out its obligations in

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connection with this Agreement and any resulting subcontract agreement.

Supplier shall obtain and maintain any and all licenses, concessions, and permits Supplier is required to obtain under any applicable law or regulation for Supplier to carry out its obligations in connection with this Agreement and any resulting subcontract agreement and/or Statement of Work; and

Supplier has not been convicted of, pleaded guilty to or been charged with any offense involving fraud, export violations, corruption, or bribery in any jurisdiction or country; and

Supplier shall keep accurate books and records and shall preserve all books, records, data, and evidence of procedures and policies relating to the Supplier's compliance with the foregoing and shall make all books, records, data, and evidence of procedures and policies relating to compliance with the foregoing available for examination and audit by upon request of ND Defense or any Government including the U.S. Government and shall provide the reasonable assistance of Seller's employees with knowledge of compliance efforts in connection with any such examination or audit.

Supplier will execute a certificate containing the above representations and warranties as reasonably requested by ND Defense throughout the term of this Agreement and any resulting subcontract agreement and/or Statement of Work.

ND Defense shall have the right to terminate this Agreement immediately upon forming a reasonable belief that Supplier has defaulted or has otherwise failed in the performance any of the requirements of this Corruption Prevention and Trade Compliance Section as set forth above.

26. **BACKGROUND AND DRUG CHECKS.** Supplier represents and warrants that each of its employees stationed at ND Defense for more than thirty (30) calendar days and performing Services pursuant to this Agreement: (a) has taken a five panel hair drug test (the "Drug Test") and (b) has been subjected to and passed a background check including, but not limited to, an Office of Foreign Assets Control (OFAC) Restricted and Denied Parties List screening (the "Background Check") while employed by Supplier. For the purposes of this Agreement, "passing" a Background Check shall consist of, but not be limited to, not having any convictions for the past seven (7) years for financial crimes, violence, drugs, or theft. Prior to any employee performing Services for Supplier under this Agreement, Supplier shall furnish a certification (the "Supplier Certification") to ND Defense indicating that employees of Suppliers performing Services under this Agreement shall have passed the Drug Test and the Background Check (including a specific certification that such employees have not had any convictions for the past 7 years for financial crimes, violence, drugs, or theft). In the event that Supplier becomes aware that any of Supplier's employees no longer meet the requirements of the Drug Test and/or Background Check, Supplier shall not permit such employees to perform Services for ND Defense under this Agreement.

Legal/Regulatory

27. **COMPLIANCE WITH LAWS AND REGULATIONS**. Supplier agrees that all Products, materials, supplies, articles, or equipment to be manufactured or furnished hereunder will be produced in compliance with the Fair Labor Standards Act. If this Contract exceeds ten thousand dollars (US$10,000) and is otherwise subject to the Walsh-Healey Public Contracts Act, Supplier also agrees that all Products, materials, supplies, articles, or equipment to be manufactured or furnished hereunder will be produced in compliance with that Act.

28. **HUMAN TRAFFICKING AND FORCED LABOR**. By Supplier providing goods or services to ND Defense, including to any of ND Defense's Third-Party Designees, Supplier is affirmatively representing and warranting that Supplier, and its subcontractors and suppliers do not, directly or indirectly, engage in, utilize

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the labor or services of, or otherwise support Human Trafficking and or Forced Labor. "Human Trafficking" is defined as: the recruitment, transportation, transfer, harboring, or receipt of persons by means of the threat, use of force, or other forms of coercion, abduction, fraud, deception, abuse of power, of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation. "Forced Labor" is defined as: work or service which is extracted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer work or service voluntarily. Prohibited Forced Labor also includes slave labor, convict labor, indentured labor (work or service performed pursuant to a contract, the enforcement of which can be accomplished by process or penalties), and forced or indentured child labor.

29. **NORTH KOREAN LABOR**. By Supplier providing goods or services to ND Defense, including to any of ND Defense's Third-Party Designees, Supplier is affirmatively representing and warranting that Supplier, and its subcontractors and suppliers do not directly, or indirectly, utilize the labor of North Korean nationals and/or North Korean citizens.

30. **SAFETY DATA COMPLIANCE**. Supplier will properly classify, describe, package, mark, label, and provide material safety data sheets (MSDS) or safety data sheets (SDS), as applicable, for approval by ND Defense prior to shipment of all Products. Supplier will prepare all such Products for transportation, accompanied by the approved MSDS or SDS, in accordance with all applicable local, state, and federal laws, ordinances, or regulations. Supplier will defend, indemnify, and hold harmless ND Defense from any claims, penalties, or damages incurred by ND Defense as a result of any Products received from Supplier not in accordance herewith.

31. **HUAWEI COMPLIANCE**. By Supplier providing goods or services to ND Defense, including to any of ND Defense's Third-Party Designees, Supplier is affirmatively representing and warranting that Huawei, ZTE, their affiliates and any other companies included in any of the U.S. government issued lists, including, but not limited to, the Consolidated List (https://www.trade.gov/consolidated-screening-list) and Section 889 of the National Defense Authorization Act of 2019 and the Federal Acquisition Regulations, are not directly or indirectly part of Supplier's supply chain or customer base for any product or service, including hardware, software, or technology.

32. **NON-DISCRIMINATION.** Unless exempt, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60 300.5(a) and 60-741.5(a), as applicable. 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, sexual orientation, gender identification, 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 protected veteran status, or disability. If applicable, Supplier shall also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. Supplier agrees to (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000) which are not exempt from the provisions of the Equal Opportunity clause, and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. § 1001, and any such false representation shall be a material breach of this Contract.

33. **VETERANS' READJUSTMENT ASSISTANCE ACT**. Supplier agrees to comply with Section 505 of the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act (53 U.S.C. § 2012), and implementing regulations set forth by the Secretary of Labor as are applicable.

34. **CONFLICT MINERALS**. Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer

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Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC Countries"). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations, if applicable. In particular, Supplier commits to have in place a supply chain policy and process to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides ND Defense, (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC Countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier further agrees (1) to respond promptly to each inquiry by ND Defense with such information regarding the source and chain of custody of all Conflict Minerals that may be contained in Products supplied to ND Defense by Supplier; (2) if Supplier previously responded to an inquiry to notify ND Defense if there is a change in status in whether Supplier's Products supplied to ND Defense contain Conflict Minerals; and (3) to cooperate promptly as required by ND Defense with ND Defense efforts to comply with the Act. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

35. INDEMNIFICATION. Supplier agrees to protect, defend, hold harmless, and indemnify ND Defense against all claims, actions, liabilities, losses, costs, and expenses, including, without limitation, reasonable legal costs and fees, punitive damages, consequential damages, and penalties arising out of any actual or alleged death of, or injury to, any person and/or damage to any property, by whosoever suffered, resulting or claimed to result, in whole or in part, from any actual or alleged defect in the supplied Products, including actual or alleged improper design (unless solely ND Defense designed), manufacture, or assembly of such Products, or arising out of any actual or alleged violation by Supplier with regard to such Products, or their manufacture, possession, use or sale, of any law, statute, or ordinance, or any governmental administrative order, rule, or regulation.

36. INTELLECTUAL PROPERTY INDEMNIFICATION. Supplier is responsible for ensuring that the Product or its use does not infringe the Intellectual Property Rights of any third party. Supplier agrees to defend, at its expense, any claim or suit against ND Defense or ND Defense's customers, or any of their officers, directors, employees, agents, and affiliates based on an assertion or claim that the Products furnished by Supplier to ND Defense hereunder or the sale or the use by ND Defense or its customers in the manner contemplated by this Contract infringes any patent or copyright or other intellectual property right or is a wrongful use of a third party trade secret or proprietary information, and further agrees to indemnify and hold ND Defense, or its officers, directors, employees, agents, and affiliates harmless from any losses, including attorneys' fees, settlements associated with said claim, or any damages, including attorneys' fees or costs, finally awarded in any such claim. If the use or sale of the Products furnished pursuant to the Contract is enjoined as a result of such suit, Supplier, at its option and at no expense to ND Defense, shall obtain for ND Defense and its customers the right to use and sell the Product or shall substitute an equivalent Product acceptable to ND Defense and extend this indemnity thereto. Supplier shall, at ND Defense's request, assist ND Defense in disputes in which ND Defense could become involved by reason of such infringement and, if required by ND Defense, assume the defense of any dispute. This indemnity does not extend to any infringement or alleged infringement arising solely out of Supplier's compliance with ND Defense-required design specifications, designs, or instructions that (i) are created solely by ND Defense, and (ii) are thereafter furnished to Supplier in writing.

Supplier may use the Intellectual Property Rights of ND Defense and ND Defense affiliates and subsidiaries, whether such Intellectual Property Rights are in Products or in Tooling, for the production and supply of Products to only ND Defense, ND Defense affiliates and subsidiaries, or Third-Party Designees (as agreed to by ND Defense) and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any other party. If ND Defense or an ND Defense affiliate or subsidiary pays, or otherwise compensates, Supplier for development or design work, initiated by ND Defense, for Products or Tooling, any Intellectual Property Rights arising from such work shall be owned by ND Defense. To the

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extent that any such development or design work includes Supplier owned Pre-existing Intellectual Property, then ND Defense, and ND Defense's customers shall have a paid-up royalty free license to use or have used such Pre-existing Intellectual Property. Supplier shall not use any corporate name or trademarks belonging to or licensed to ND Defense or its ND Defense affiliates or subsidiaries other than as instructed by ND Defense in writing.

37. **CONFIDENTIAL INFORMATION.** Supplier agrees not to disclose to any third party, or use, except in connection with the furnishing of the Product or service under this Contract, any confidential information relating to ND Defense's business, including business and marketing plans, processes, products, equipment, or trade secrets, as well as confidential information resulting from the performance of this Contract. Any information not available to the public shall be considered confidential for the purposes of this Contract; but should any of this information be published or otherwise made available to the public by ND Defense or by third parties without breach of this Contract, Supplier shall be free to use for its own purposes only that information which is actually publicly available.

38. **OWNERSHIP OF MATERIALS**. All materials, including without limitation, documents, drawings, models, sketches, designs, software, computer tapes and disks, and lists furnished to Supplier by ND Defense shall remain the property of ND Defense and shall be returned promptly upon completion of the Contract or at any time upon written request of ND Defense. Supplier agrees not to make any copies of any such materials without ND Defense's permission and to return any copies authorized with the original materials.

39. **RIGHTS AND REMEDIES**. The remedies provided in the Contract will be cumulative and, except as expressly limited in the Contract, will not preclude the assertion or exercise of any other rights or remedies available under law, in equity, or otherwise. No modifications of, or additions to, the provisions or conditions of this Contract will become a part of it until accepted in writing by ND Defense.

40. **CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM**. Supplier will participate in the Customs-Trade Partnership Against Terrorism program ("C-TPAT") or have adequate security controls which meet or exceed the requirements of C-TPAT. Supplier also agrees to complete any required supply chain security surveys requested by ND Defense.

41. **CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM APPLICABLE ONLY TO SUPPLIERS PROVIDING ELECTRONIC PARTS.**

(a) The following definitions apply to this clause:

"Counterfeit Electronic Part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Electronic Part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81). The term "electronic part" includes any embedded software or firmware.

"Suspect Counterfeit Electronic Parts" an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic. The Supplier shall not deliver Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts to ND Defense under this Contract.

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(b) The Supplier shall not deliver Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts to ND Defense under this Contract.

(c) The Supplier shall only purchase products to be delivered or incorporated as Work to ND Defense directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. The Supplier may use another source only if (i) the foregoing sources are unavailable, (ii) the Supplier 's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the parts.

(d) The Supplier shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) The Supplier shall immediately notify ND Defense with the pertinent facts if the Supplier becomes aware that it has delivered Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts. When requested by ND Defense, the Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. The Supplier at its expense, shall provide reasonable cooperation to ND Defense in conducting any investigation regarding the delivery of Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of parts.

(g) In the event that parts delivered under this Contract constitutes or includes Counterfeit Electronic Parts, the Supplier shall, at its expense, promptly replace such Counterfeit Electronic Parts with genuine parts conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, the Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Electronic Parts, including without limitation ND Defense's costs of removing the Counterfeit Electronic Parts, of installing replacement parts and of any testing necessitated by the reinstallation of parts after the Counterfeit Electronic Parts have been exchanged. The remedies contained in this paragraph are in addition to any remedies ND Defense may have at law, equity or under other provisions of this Contract.

(h) The Supplier shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of electronic parts that will be included in or ultimately furnished to ND Defense.

MISCELLANEOUS

42. FORCE MAJEURE. Neither ND Defense nor Supplier shall be responsible for delays or defaults due to causes beyond their respective control and without fault or negligence. Strikes and labor disputes shall not be considered Force Majeure events.

43. SUPPLIER FINANCIALS. Supplier shall provide ND Defense with Supplier's financial information as requested or participate in a 3rd party evaluation of ND Defense's choice.

44. OBSOLESCENCE POLICY. If ND Defense cancels, wholly or partly, or fails to purchase a quantity of a Product for which ND Defense's order is firm, ND Defense shall compensate Supplier for reasonable costs in accordance with ND Defense's obsolescence policy.

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45. SERVICE PARTS AND UNIT DOWN / CRITICAL PURCHASE ORDER SUPPORT. ND Defense's critical purchase order is a requirement for a Service Part that is needed immediately to support ND Defense's distressed dealer or end-user customer in a vehicle down situation. Upon receipt of a critical purchase order, Supplier agrees to provide a "promise to ship date" response within four (4) hours and agrees to target Service Parts shipment within twenty-four (24) hours. Supplier will obtain an excess freight premium charge number from ND Defense and prior approval for air freight charges except in cases of prepay and add freight terms. Supplier further agrees that non-conformance to unit down / critical order requirements will be subject to a minimum charge to be determined on a case-by-case basis. In the event that a Service Part is on short supply and/or allocation, vehicle down critical orders must be prioritized over all other orders. Supplier must discuss any such prioritization with the Service and Production operations teams if necessary to reach an alignment on shipment priority.

If Supplier is unable to ship an order for Service Parts before the latter of purchase order date plus stated lead time or mutually agreed upon promise date, Supplier will cover any expedited shipping charges, with prior written approval from ND Defense of the type / cost of shipment used. Material lead times shall not be changed without mutual agreement. Independent of promise date, Supplier shall provide revised ship dates on past due POs on a weekly basis. POs which are more than seven (7) days past the promise date are subject to cancellation by ND Defense. Similarly, shipments that arrive at an ND Defense location seven (7) days or more before the promise date are subject to return to Supplier at Supplier's expense. In the event of a dispute over pricing or a pricing discrepancy, Supplier agrees to continue shipping under existing pricing for a period of at least 180 days while the parties negotiate a resolution of the dispute.

ND Defense further requires that Service Parts be available for at least fifteen (15) years after cessation of production, and Supplier agrees to provide Service Parts to ND Defense for such period of time. Unless otherwise agreed in writing, Supplier shall furnish at its own expense, keep in good condition, and replace when necessary, all dies, tools, gauges, fixtures, and patterns necessary to produce the Service Parts ordered. Supplier agrees not to scrap Service Part specific production equipment supporting ND Defense's post-production Service Parts replacement requirements of at least fifteen (15) years after cessation of production unless it has received the written consent of ND Defense, regardless of ownership. Supplier will provide one (1) year written notice of its intention to discontinue supply of Service Parts. Following such notification, ND Defense will have the option: (i) to acquire from Supplier some or all of the Service Part-specific production equipment, tooling, drawings and documents, and a release of any intellectual property to allow ND Defense to continue production of Service Parts; and / or (ii) to engage in a one-time buy of designated Service Parts.

Pricing for Service Parts shall be based upon the price in effect on the issue date of the Purchase Order unless otherwise agreed to by ND Defense and Supplier prior to shipment. The price for Service Parts in current model production will be calculated based upon the most recent applicable production price plus the price actually incurred by Supplier for any service-specific packaging. The Service Part price shall be fixed for a period of at least one year from the end of the model series production. After the first year, the most recent production price shall continue to apply until a new Service Part price is mutually agreed upon by ND Defense and Supplier. Supplier agrees to fully document any request for a price adjustment to ND Defense's satisfaction.

Supplier hereby agrees to provide ND Defense's service and aftermarket requirements for Products solely through ND Defense Third Party Designees specifically identified by ND Defense, and Supplier hereby agrees it will not provide such Products to ND Defense or IC Bus dealers, Third Party Designees, or ND Defense's customers, directly or through any alternate aftermarket distribution channel, unless Supplier has

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obtained prior written authorization from ND Defense.

46. INSURANCE. Supplier will purchase and maintain commercial general liability insurance in the amount of at least two million dollars (US $2,000,000) and provide ND Defense with a Certificate of Insurance identifying ND Defense as an additional insured. Failure to provide such Certificate of Insurance shall void this Contract, at ND Defense's sole option. Supplier shall cause insurer or insurance broker to provide thirty (30) days written notice to ND Defense prior to cancellation or material changes to the policies. Any such change, modification, or cancellation shall not affect Supplier's obligation to maintain the insurance coverage set forth herein.

47. CODE OF CONDUCT. Supplier agrees to comply with ND Defense's Code of Conduct for Suppliers & Business Partners, which is set forth in: Corporate Governance & Ethics | ND Defense Code of Business Ethics and Conduct, when conducting business with ND Defense. Supplier agrees not to engage in any activity that could cause ND Defense or any of ND Defense's employees to violate the ND Defense's Code of Conduct for Suppliers & Business Partners.

48. ND DEFENSE IDENTITY REMOVAL. At its own expense, Supplier agrees to destroy or remove to ND Defense's complete satisfaction, ND Defense's company name, addresses, trademarks, patent numbers, and all other reference to ND Defense from all Products rejected or canceled by ND Defense, or purchased or produced by Supplier in excess of quantities specified by ND Defense, whether such Products are completed or partially completed, delivered, tendered for delivery, or undelivered, prior to disposition of such Products to parties other than ND Defense; or to destroy such Products. Supplier acknowledges that any sale of Products bearing ND Defense's trade name and/or trademarks to any person or entity other than ND Defense or as authorized by ND Defense in writing is an infringement of ND Defense's proprietary rights in its trade name and/or trademarks and is an attempt by Supplier to "pass off" Products as the Products of ND Defense. Supplier agrees that it shall not in any manner make known the fact that Supplier has furnished, or contracted to furnish, to ND Defense the Products covered by this Contract, or use the name of ND Defense or any of its trademarks or trade names in Supplier's advertising or other promotional material without ND Defense's prior written consent, which consent may be withheld at ND Defense's sole discretion.

49. ASSIGNMENT OF RIGHTS AND DUTIES. Either Party may assign the rights and duties under this Contract, either in whole or in part, only with the prior written consent of the other Party. No permitted assignment hereunder shall be deemed effective until the assignee shall have executed and delivered an instrument in writing reasonably satisfactory in form and substance to the other Party pursuant to which the assignee assumes all the obligations of the assigning Party hereunder. Any purported assignment of this Contract in violation of this Section 49 – ASSIGNMENT OF RIGHTS AND DUTIES, shall be void.

50. CYBERSECURITY. Supplier is responsible for implementing reasonable and appropriate information security controls with respect to any ND Defense-related information, systems, and facilities (collectively, "ND Defense Information Assets") that Supplier may use, collect, store, process, transmit or have disclosed to it in connection with the supply of Products pursuant to this Contract. Supplier shall implement appropriate information security policies and use commercially reasonable efforts to safeguard the confidentiality, integrity, and availability of ND Defense Information Assets. Supplier shall notify ND Defense in writing within twenty-four (24) hours of Supplier's knowledge of an incident or breach of data (i.e., an activity that can be characterized as access to, or misuse, disclosure, modification, or destruction of, ND Defense Information Assets) occurring with respect to any ND Defense Information Asset or that affects Supplier's shipment of Products to ND Defense, Third Party Designees, or ND Defense's customers. Supplier shall respond to information requests from ND Defense regarding Supplier's information security policies and compliance with this Section.

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51. AUDIT RIGHTS. In order to assess Supplier's compliance with the (a) terms and conditions of this Contract, and (b) ND Defense's Code of Conduct for Suppliers & Business Partners [or applicable ND Defense standards concerning labor, environmental, health and safety, and other related standards,] with regard to Supplier and its supply chain, Supplier shall permit ND Defense and its designees (including its accountants and attorneys), and use commercial reasonable efforts to facilitate with respect to its supply chain, access to conduct an inspection of the books, records and documentation of Supplier, its supply chain, and any and all facilities and/or systems pertaining to Supplier's performance of this Contract and its supply chain involvement in such performance. The scope of the audit may include, but is not limited to, inspecting, reviewing, ensuring and/or verifying (i) the quality and accuracy of the services being performed under this Contract to produce and deliver Products and (ii) compliance with this Contract. Such access by ND Defense and/or its designees shall include the right to discuss such books, records and/or documentation with Supplier's personnel having knowledge of the facilities, systems, and document contents and the right to copy such documentation, subject to confidentiality restrictions pursuant to this Contract.

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