

1. **AGREEMENT AND ACCEPTANCE** – The entire agreement (“Agreement”) between Matrix (“Buyer”), and the vendor, contractor, or service provider addressed in this Agreement (“Seller”) consists of: (i) the Purchase Order terms on the front of this document (“Purchase Order” or “Order”), (ii) these Purchase Order Terms and Conditions, (iii) Matrix’s site-specific supplemental terms and quality requirements referenced on the Order and (iv) any plans or specifications provided by Buyer to Seller (“Plans”). This Order is for the purchase of goods, services, or both, as described in the Order (collectively, “Goods”). The Agreement shall become binding when accepted by Seller either by acknowledgement or performance. All conditions and specifications pertaining to the Purchase Order, including drawings, specifications, or other requirements specified shall be the responsibility of the Seller and responsibility of the Seller to pass on responsibility to any of the Seller’s sub-tier contractors. Any terms and conditions proposed by the Seller, which is in addition to, or inconsistent with the terms and conditions contained in this Agreement shall be void unless specifically agreed to by Buyer in writing, signed by its duly authorized representative. The price shall not exceed that shown on this Order. If the price is not shown on the Order, Seller agrees that the price shall not, without the prior written consent of Buyer, exceed the last price paid by Buyer for this particular item or class of material. Seller agrees that any price reduction made by Seller, with respect to items or services covered by this Order, subsequently to the date of the Order or to shipment, shall be applicable to this Order.
2. **FLOWDOWNS, ASSIGNMENT AND SUBCONTRACTING** – Seller shall flow down to Seller’s supply chain all applicable site-specific supplemental terms and quality requirements as referenced in the Order. This Order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of Buyer. Seller shall not subcontract the furnishing of any of the complete or substantially complete items required by this Order without the prior written approval of Buyer. In the event that Buyer approves of Seller’s subcontractor(s), Seller shall flow down to its approved subcontractor(s) all applicable quality and supplemental terms requirements referenced in the Order.
 - a For Matrix Composites, Inc., Supplier supplemental terms and quality requirements can be found here: <https://matrixcomp.com/en-US/Resources/Suppliers/>
3. **RIGHT OF ACCESS CLAUSE** – All work performed under the Agreement is subject to surveillance at Seller’s plant. Representatives of Buyer, regulatory authorities, and Buyer’s customers shall have the right to conduct surveillance of the Seller’s and its sub-tiers’ facilities and systems at all levels to determine and verify the quality of work and materials, at each production stage, of all articles, materials, testing, inspection, and/or goods manufactured for incorporation into Buyer products. Seller shall keep reasonably detailed records of direct labor costs, material costs, and all other costs of the performance of this Order, which shall be subject to audit by Buyer in the event of termination, or other equitable adjustment, or with respect to any Order for which the price is based on time and cost of material. The records shall be stored by either manually or electronically and shall be protected from common disasters, such as fire or flood.
4. **DESTINATION OF SHIPMENTS** – All shipments Goods ordered hereunder shall be forwarded to Buyer’s plant, unless otherwise specified in the Order. Seller shall, at Seller’s expense, deliver all Goods to Buyer at Buyer’s place of business, and Seller shall bear the risk of any loss, deterioration, or damage until the Goods are delivered and accepted as provided herein. If Seller prepays the transportation charges, such charges must be supported by a copy of the carrier’s bill or other evidence satisfactory to Buyer. Failure to submit such proof at the time Buyer is billed for the Goods or within thirty (30) days after such evidence is requested by Buyer shall constitute a waiver by the Seller of such charges.
5. **PERFORMANCE: DELAYS AND NONCONFORMITIES** – Time is of the essence hereunder, and all deliveries shall be made strictly in accordance with the time schedule set out in the Order. Goods shipped to Buyer prior to the time schedule in the Order or in excess of the quantity ordered may be returned to Seller at Seller’s expense. Seller shall notify Buyer at once of any actual or potential labor dispute or any other reason, which is delaying or threatens to delay performance under the Order. When an Order is delayed, the Buyer shall have the right to direct Seller to make shipments by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer’s right to hold Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of Seller’s obligation to make future deliveries in accordance with the delivery schedule set forth in this Order.
 - a Seller shall not be liable for any delays in delivery caused by: (i) circumstances beyond Seller’s control including acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or embargoes; (ii) an actual or potential labor dispute that is delaying or threatening to delay the performance of this Order, to the extent that Seller immediately gives notice thereof to Buyer. Notwithstanding the above, if such delays extend for more than sixty (60) days from the delivery or performance date or threatens Buyer’s delivery commitments under its

Prime Contract, Buyer may terminate such part of this Order remaining to be performed without liability to Seller except for the fair value of work already completed.

- b For unexcused delays, Buyer may charge Seller liquidated damages for any delivery delay. Delivery of non-conforming or defective Goods are considered a delay in delivery until Buyer receives conforming Goods from Buyer. The amount of liquidated damages will be calculated from the first (1st) day of the delay until the day the Goods are received at the Buyer's facility. Buyer reserves to the right, in its sole discretion, to provide a three (3) calendar day cure period to Seller prior to assessing the liquidated damages amount. The amount of the liquidated damages will be equal to 2% per day of the Order price of the delayed Goods and will not exceed 20% of the delayed line item(s) total Order value. In addition, for delays lasting more than 10 days, Buyer shall have the right to claim from Seller additional damages that Buyer incurs, including those that are flowed down from its own customers, due to the delay.
 - c Any additional costs, damages, charges, etc., that are incurred by Buyer due to Seller's non-performance in either delivery or quality, may be charged to Seller. These charges include, but are not limited to: i) premium freight cost on inbound to Buyer, due to Seller delayed delivery; ii) premium freight cost outbound to Buyer due to Seller delayed delivery; iii) labor hours incurred by Buyer for rework and/or to recover downtime in scheduled production due to delivery or quality nonconformities; iv) Customer costs, damages, charges, etc. incurred by Buyer as a direct result of Seller delivery or quality nonconformities; v) costs incurred due to over-shipment (storage, return shipments), mismatched shipping documents and parts identification; vi) freight to return the goods to Seller, any requested disposal, or other costs associated to reject parts will be for account of Seller at Buyer's discretion; vii) additional Administrative Fees in the amount of \$250 per lot/ shipment may also be additionally assessed for quality rejections or logistics discrepancies, including missing documentation; viii) Buyer may also charge \$500 for each request for use of deviant material ("use as is" or Seller waiver of deviation); ix) Buyer may also charge Seller to find another source if Seller cannot delivery in a timely manner, for costs incurred to find another supplier, including costs to qualify and any differences in price.
6. **WARRANTIES** – Seller warrants that all the Goods furnished hereunder shall: i) conform fully with all requirements of this Order; ii) conform to approved Plans and samples(s), if any; iii) unless detailed designs have been furnished by Buyer, be fit for the use intended by Buyer; and iv) be free from defects in material, workmanship, design and fabrication. In the case of latent defects, the Buyer's rights to corrective action by Seller shall commence upon Buyer's discovery of the latent defect and notification of Seller thereof.
- a If any failure appears, Buyer shall have the right to take the following actions: i) retain such defective Goods and an equitable adjustment will be made in the Order price, or ii) reject such defective Goods and an equitable adjustment will be made in the Order price; or iii) reject such defective Goods and require Seller to promptly remove and repair or replace such defective Goods at Seller's expense (including shipping costs), with risk of loss and damage for the rejected, corrected or replacement Goods while in transit to be borne by Seller; or iv) correct and replace such defective Goods with similar item(s) and recover the total cost (including shipping costs) thereof from Seller. Goods rejected shall be removed promptly by Seller at its expense and its risk. All costs and expenses (including, without limitation, reasonable attorney's fees and expenses) and loss of value incurred by Buyer as a result of, or in connection to any defect/nonconformity and the repair, replacement or other correction or any Goods delivered hereunder may be recovered from Seller.
 - b Upon discovery of any defect or failure provided hereby, the following conditions shall apply: i) Buyer shall furnish written notice to Seller of the Goods involved and set forth the nature of the defect(s) or failure(s) discovered; ii) as required by Buyer's corrective action policies, after receipt by Seller of such notification, Seller shall provide in writing to Buyer the following information: i) Acknowledgment of the notification given by Buyer of the defect or failure, ii) the corrective action to be taken by Seller to remedy the defect or failure, iii) disposition instructions regarding the defective material or equipment, iv) the date that the defective Goods will be repaired, corrected or replaced as applicable and redelivered to the appropriate destination as directed by Buyer, or v) with the advance approval of Buyer, submit a proposed price reduction to this Order for Buyer's consideration pursuant to above.
 - c Approval by Buyer of Seller's design or material used shall not relieve Seller from any obligations under the warranties set forth in this Article.

- d Any Goods corrected or replaced pursuant to this Article shall be subject to all provisions of this Article to the same extent as Goods initially delivered.
- e The aforesaid warranties shall survive acceptance and payment and shall run to Buyer, its customers and the users of these Goods and shall not be deemed to be the exclusive rights of Buyer but shall be in addition to other rights of Buyer under law, equity, and the terms of this Order.
- f The warranty shall survive inspection and payment. Seller shall indemnify Buyer and hold Buyer harmless from and against any and all liability, loss, damages, costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses) that may be made against Buyer or that Buyer may incur, either directly or indirectly, by reason of or arising from the Goods furnished hereunder.

7. INSPECTION/REJECTION –

- a In the event that Seller delivers defective or non-conforming Goods, Buyer shall have the option to: i) reject the entire lot, ii) perform 100% screening and accept only those Goods found to be conforming, or iii) rework defective or non-conforming Goods, while retaining all Buyer's remedies, including cancelling this Order for default as provided for in the Article entitled "Termination for Default". Buyer will notify Seller prior to any rework and/or sorting operations to be performed by Buyer. Buyer and Seller will agree on the costs that Seller will be liable for as a result of Buyer's rework and/or sorting operations. If Buyer selects options i) or ii) above, Seller, at its own expense, shall ship conforming replacement Goods and provide a Return Material Authorization to Buyer within one (1) day of notification by Buyer of the selected option.
- b If any inspection or test is made by Buyer and/or its customer on the premises of Seller or a lower tier subcontractor, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of Buyer and/or customer inspectors in the performance of their duties. In the case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by Buyer and/or its customer shall be performed in such a manner as not to unduly delay the work. Buyer reserves the right to charge to Seller any additional cost of inspection and test when Goods are not ready at the time such inspection and test was requested by Seller or when reinspection or retest is necessitated by prior rejection. Unless otherwise provided herein, final inspection and acceptance of rejection of Goods shall be made as promptly as practicable after delivery to Buyer's facility. The Buyer's failure to inspect or accept or reject Goods in a timely manner shall neither relieve Seller from full compliance with all requirements of this Order, nor impose responsibility on Buyer thereafter.
- c Seller shall provide and maintain an inspection system acceptable to Buyer covering the Goods hereunder. Records of all test and inspection work by Seller shall be kept complete and available to Buyer and/or its customer for ten (10) years following completion of an order or subcontract.
- d Inspection and test by Buyer or its customer of any Goods or lots thereof does not relieve Seller from any responsibility regarding defects or other failures to meet Order requirements which may be discovered prior to acceptance or during the use of the Goods.
- e If, prior to or at the time of final acceptance, it was known or should be known by Buyer that said Goods would not or did not conform to the requirements of this Order, final acceptance shall not be construed as a waiver of any rights Buyer may have with respect to the Goods purchased under this Order, notwithstanding the failure of Buyer to timely inform Seller of such nonconformance.
- f Payment for Goods delivered under this Order shall not be deemed to constitute an acceptance thereof.

- 8. CHANGES –** Buyer may at any time, by written instructions from Buyer's Procurement Department to Seller, make changes in the work to be performed or the Goods to be furnished hereunder in any one or more of the following: i) drawings, designs or specifications; ii) method of shipment or packaging; iii) time and/or place for delivery; and iv) the quantity of Goods ordered. If any change under this Article causes an increase or decrease in the price due under the Order or the time required to perform, an equitable adjustment shall be made, and the Order modified in writing accordingly. Any claim hereunder must be asserted by Seller in writing within fifteen (15) days from the date the change is ordered. Nothing contained herein shall excuse Seller from Proceeding without delay with the Order as changed, including failure of the parties to agree upon any adjustment to be made under this Article. Whether made pursuant to this Article or by mutual agreement changes shall not be binding upon Buyer, except when confirmed in writing by a member of Buyer's Procurement Department. The issuance of information, advice, approvals or instructions by Buyer's technical personnel or other representative shall be deemed expressions of personal opinion, only, and shall not affect Buyer's and Seller's rights and obligations hereunder, unless the same is in writing signed by an authorized representative of Buyer's Procurement Department and which expressly states that it constitutes an amendment to this Order.

Seller agrees not to make any change in manufacturing location, suppliers, materials, processes or design details of the Goods supplied hereunder after Buyer qualification or approval without written approval from Buyer. This shall include changes in manufacturing location, suppliers, materials, processes or design details by Seller's subcontractors. In addition to these changes, changes which would affect the Goods supplied hereunder or any component part thereof with regard to (a) part number identification, (b) physical or functional interchangeability, or (c) repair and overhaul procedures and processes and material changes which affect these procedures without prior written approval of Buyer is prohibited. If such approval is granted, all part numbers and the originals of all drawings and data shall be revised and provided to Buyer accordingly. Any product that incorporates a change that has not been approved by Buyer in writing, shall be considered non-conforming product under this Agreement. Buyers must be notified prior to making any repairs or modifications to Customer / Government owned property.

9. **MATERIALS AND EQUIPMENT** – Unless otherwise specified in the Agreement, Seller shall supply all material and equipment required to execute the Order. Any materials, which Buyer may furnish, on other than a charge basis shall be on consignment, and Seller shall pay for, such material spoiled or not otherwise used in or incorporated into Goods delivered to Buyer hereunder by Seller, or for which Seller has not otherwise satisfactorily accounted. Any tools, dies, molds, jigs, fixtures, blueprints, designs, specifications, drawings, artwork, copy layout, consigned materials for production or repair, or any other materials furnished or leased by Buyer to Seller, or which are specifically paid for by Buyer, and any replacements thereof or attachments thereto, shall remain the personal property of Buyer.

Seller shall maintain insurance under insurance policies acceptable to Buyer with reputable insurance companies that are authorized to do business under the laws of the state(s) in which the work is being performed, insuring all of the foregoing items against loss or damage, and upon request by Buyer, provide to Buyer evidence of such insurance. Any of the foregoing items, which are or will remain in the Seller's possession shall be kept in good repair or replaced, without charge, by Seller.

10. **PACKING:** Unless otherwise specified in the Order, Seller shall be responsible for safe and adequate packing which shall conform to the requirements of carriers' tariffs or, in absence of such requirements, conform to the best commercial practices. The seller shall separately number all cases, packages, etc., showing the corresponding numbers on the invoices. An itemized packing slip, bearing the Order number must be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in the Order.
11. **PRODUCT SUPPORT:** (A) Seller shall support the Goods purchased hereunder during the operational life of the Goods or for a period of ten (10) years (whichever is longer), from the date of final shipment under the Order. Said support includes, but is not limited to, technical service and maintenance of Seller's stock of subassemblies and spare parts as may be required to be ordered to support the operation of the items. (B) In the event Seller discontinues the manufacture of the Goods, subassemblies and/or spare parts, Seller shall give Buyer not less than six (6) months' notice of such decision to discontinue and thereupon either (i) make available to Buyer all drawings, specifications, data and know-how which will enable Buyer or its customers to manufacture or procure and items, subassemblies and spare parts under a royalty-free license which is hereby granted, or (ii) provide Buyer with another qualified source without any interruption of supply.
12. **INSURANCE & INDEMNIFICATION** – Regardless if Seller is in possession of Buyer's property, Seller will maintain adequate levels of insurance; Comprehensive General Liability and adequate Comprehensive Automobile Liability insurance covering legal liability of Seller and the subcontractor(s), on account of accidents arising out of the operations of Seller or the subcontractor(s) and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property, and will provide Buyer a Certificate of Insurance as requested.

For Seller's/Subcontractor performing work or services on Buyer's premises, or entering Buyer's premises:

- The seller and such other parties shall observe all plant safety and export status regulations. Seller shall defend, indemnify, and hold Buyer harmless from all claims, actions, demands, loss and causes of action, arising from injury, including death, to any person or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Seller, Seller's employees, agents or subcontractors, except when such damage, injury, or death is caused by the gross negligence of Buyer.
- Seller shall, at their sole expense and cost, will at all times, prior to commencement and throughout the period of performance of this Order, maintain, in addition to General Liability coverage, insurance coverage in the minimum amounts as follows:
 - i. Worker's Compensation insurance coverage, as required by the laws of the state in which the work is performed to cover Seller's and subcontractor(s') legal liability on account of accidents to their employees, and such insurance shall provide waiver of subrogation against Buyer.

- ii. Employer Liability insurance in the amount of \$1,000,000

The relationship between the parties is that of independent contractors and not that of principal and agent, employer and employee, joint employers or legal partners. Neither party will represent itself as the agent or legal partner of the other party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other. At no time shall Seller or its employees be deemed an employee of Buyer.

Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries, and their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever, expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification, arising out of or in any way related to this Order or Agreement, the performance thereof by Seller, any subcontractor thereof or other third parties within the control or acting at the direction of Seller, or any of their respective employees (collectively for the purposes of this paragraph, the "Seller Parties"). In no event shall the Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller or any subcontractor thereof.

13. **SUBCONTRACTORS** – Seller's Subcontractors shall adhere to shipping schedule(s), and unless otherwise advised, ship only the quantity ordered. Seller's Subcontractors will acknowledge receipt of material shipped directly to them from Buyer's vendors. Any excess material shall be returned to Buyer. Proper material certifications are required for all raw material purchase orders by Seller or Seller's Subcontractors.
14. **FEDERAL, STATE, AND LOCAL TAXES; TARIFFS AND DUTIES** – Seller shall be responsible for the payment, and where applicable, inclusion in the Order price, of any federal, state, or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or shall obtain any applicable tax exemptions. Furthermore, Seller shall be responsible for any additional tariffs, duties, import/export fees, or similar governmental charges assessed on the items. Any such taxes or fees included in this Order shall be itemized separately in Seller's invoice.
15. **INTELLECTUAL PROPERTY, PATENTS, TRADEMARKS, ETC.** – Seller warrants that neither the Goods furnished under the Order nor the sale or use thereof will infringe on any existing patent trademark, or copyright. Seller agrees to indemnify, defend and hold harmless Buyer, its directors, officers, agents, and customers (collectively "Buyer") from and against all suits, claims, or demands alleging patent, trademark or copyright infringement or misappropriation of any trade secret arising out of or in connection with the Order. If Buyer so requests, Seller shall defend or settle at Seller's expense each suit or proceeding against Buyer alleging such infringement or misappropriation. Buyer may assume its own defense or join in the defense of any action in which it is made a party, in which event the foregoing indemnity and agreement to hold Buyer harmless shall extend to all of Buyer's costs therein, including attorney's fees and litigation costs. All royalties for patents or charges for the use of patents, which may be involved in the performance of the Order, shall be included in the cost of performance.
- a. Definitions:
- i. Intellectual Property or ("IP") means inventions, discoveries and improvements; know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software.
 - ii. "IP Rights" means all worldwide common law and statutory rights to the IP, including but not limited to rights under patents, industrial designs, trade secrets, copyrights and mask work registrations.
 - iii. "Background IP" means all IP and IP Rights owned or controlled by Seller prior to the effective date or outside the scope of this Contract.
 - iv. "Foreground IP" means IP and IP Rights conceived, developed or created by, for or with the Seller either alone or with third parties, in the performance of this Order, including modifications to any Buyer Specification suggested by Seller.
 - v. "Buyer Specifications" means performance specifications, specification control documentation, interface control documents, schematics, definitions, configurations, and certification data, and all IP Rights therein, used or intended to be used by Buyer: (i) to establish and define (1) requirements for the Goods and associated processes, specifications, certification, and configuration; and (2) architecture descriptions for the Goods and associated processes; and (ii) to procure and certify Goods or similar products and to assure integration of the Goods or similar product with a Matrix Composites product.
- b. Seller-Owner IP: Seller shall retain ownership of its Background IP and of any Foreground IP not assigned to Buyer pursuant to paragraph e. below (collectively, the "Seller-Owned IP"). Seller grants to Buyer an irrevocable, nonexclusive, sublicensable, perpetual, paid-up, royalty-free, worldwide license to exercise all IP

Rights in Seller-Owned IP solely to the extent that such Seller-Owned IP would otherwise interfere with Buyer, or its suppliers', or Buyer's customers' use or enjoyment of the Goods, Buyer Specifications or Buyer-owned IP. In addition, if Buyer cancels all or part of this Order for Seller default in accordance with the "Termination for Default" Article of this Agreement, Seller hereby grants Buyer the right to exercise all IP Rights in Seller-Owned IP for the purpose of preventing interruptions to or stoppage of Buyer's production lines or delivery of Buyer's products to its customers.

- c. Third Party IP: If Seller incorporates third-party IP into any contract deliverable, Seller shall obtain for Buyer at least the license rights granted in paragraph b of this Article in such third-party IP, at no additional cost to Buyer and hereby grant such rights to Buyer.
 - d. Foreground IP: This subparagraph d. shall not apply to unmodified commercial off-the-shelf Goods. If Goods are developed, modified or redesigned pursuant to this Order, then the paragraphs below apply.
 - i. All Foreground IP shall be the exclusive property of Buyer except as set forth in subparagraph (iv) below.
 - ii. Seller hereby irrevocably assigns to Buyer all right, title and interest in the Foreground IP for no additional charge. Seller shall protect Foreground IP as Proprietary Information and Materials under this Contract and shall mark documents or portions of documents containing Foreground IP as "Matrix Composites Proprietary" information or as otherwise directed by Buyer in writing.
 - iii. Seller shall, within two (2) months after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to Buyer all inventions assigned hereunder, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments and assist as Buyer reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign Buyer's Foreground IP rights. If Seller does not or cannot execute instruments or assist Buyer as described above, Seller hereby irrevocably appoints Buyer and any of Buyer's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.
 - iv. Subparagraphs ii. and iii. above shall not apply to any Foreground IP to the extent that the development of such Foreground IP was performed with funding received by Buyer under a U.S. Government procurement.
 - e. Buyer-Owned IP: Buyer shall retain ownership of all Buyer IP provided hereunder, including the Buyer Specifications, and of any Foreground IP assigned to Buyer pursuant to paragraph e. above (collectively, the "Buyer-Owned IP"). Buyer grants to Seller a non-exclusive, royalty-free right during the term of this Contract to exercise all IP Rights in the Buyer-Owned IP solely as necessary for Seller to perform its obligations under this Contract. Seller shall not, without Buyer's prior written consent, use Buyer-Owned IP or any derivative works of any of the Buyer-Owned IP in any manner not authorized under this Contract, including, but not limited to, developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by Buyer-Owned IP.
16. **ASSIGNMENT** – The Seller shall not assign the Order, this Agreement, or any moneys due hereunder, without the prior written consent of the Buyer. Any assignment or attempted assignment made without such consent of Buyer shall be void as to Buyer.
17. **TERMINATION FOR CONVENIENCE** – Buyer may, at any time upon written notice to Seller, terminate the Order in whole or in part, whether or not Seller is in default hereunder. Such written notice shall state the extent and the effective date of termination. Upon receipt of such notice, Seller shall take all necessary steps to mitigate any losses Seller might incur on account of such termination. Upon such termination, Buyer's obligation to Seller shall be limited solely to payment for i) Goods already shipped to Buyer, ii) Goods produced pursuant to specifications unique to Buyer that are completed as of the time of receipt of notice by Seller of such termination and not yet shipped to Buyer, iii) the actual costs incurred by Seller that are properly allocable under recognized commercial accounting practices to the terminated portion of the Order, including Seller's obligations to subcontractors that are also so allocable, but excluding any charge of any nature that may be diverted to other orders, and iv) a reasonable profit on the work performed by Seller before receipt of the termination notice. The total payments Buyer is obligated to make hereunder shall not exceed the price of Goods to which such termination applies. Seller shall comply with Buyer's instructions concerning Goods Seller already has furnished or partly furnished to Buyer.

Buyer shall not be responsible to pay for finished Goods in production or materials fabricated or procured by Seller for producing such Goods when such material was fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery schedule.

Termination by Buyer hereunder shall be without prejudice to any claims Buyer may have against Seller. The payment provided under this provision shall constitute the Buyer's only liability in the event the Order is terminated as provided herein. The foregoing shall not apply to any termination by Buyer on account of Seller's default or under any of the provisions in the "Termination for Default" clause.

To the extent the Order covers Goods normally carried in inventory by Seller, as distinguished from Goods specially made to Buyer's specifications, Buyer shall have no liability for any termination hereof prior to actual shipment.

18. **TERMINATION FOR DEFAULT** – Each of the following events shall constitute a default by Seller for purposes of this section: i) the insolvency of Seller; ii) an assignment for the benefit of creditors of Seller; iii) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Seller; iv) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Seller; v) failure by Seller to comply with Buyer's reasonable instructions and Change Notices; vi) failure by Seller to comply with any of the provisions of the Agreement; vii) failure of the Goods to conform to Seller's warranties contained herein or other warranties made by Seller; viii) failure of Seller to make deliveries as scheduled, and; ix) any representations of Seller contained in the Agreement were false when made. Buyer shall have the right to terminate the Order, in whole or in part, upon any default by Seller. In the event of any such termination, Buyer, in addition to any other rights it may have under applicable law or other terms of the Order, shall have the right to: i) refuse to accept further delivery of Goods; ii) to return to Seller at Seller's expense any Goods already delivered and to recover from Seller all payments made therefor and all expenses of Buyer incident thereto, iii) to recover any advance payments to Seller for undelivered, unperformed or returned Goods; iv) to purchase substitute Goods elsewhere and charge Seller with any additional costs resulting therefrom; and (v) recover from Seller any and all costs, damages, charges, etc., that are incurred by Buyer due to Seller's default, including, but not limited to those listed in Section 5(c) of this Agreement. Buyer's right to return Goods shall not be affected by any assignment by Seller of moneys due or become due hereunder.
19. **WAIVER** – No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof, or the exercise of any other right or remedy. The rights, powers, elections, and remedies of the parties hereunder are cumulative and in addition to those which the parties have at law or in equity. Buyer's failure to object to any provision contained in any communication from Seller shall not be deemed an acceptance of such provision or a waiver of any provision of the Agreement.
20. **COMPLIANCE WITH LAWS** – Seller agrees that in the performance of this contract, it shall comply with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, and orders thereunder. These include but are not limited to:
- a. **FAIR LABOR STANDARDS ACT** – Seller represents and warrants that all Goods herein specified will be manufactured or furnished by Seller in accordance with the requirements of the Fair Labor Standards Act of 1938 (52 Stat. 1060), as amended, and agrees, additionally to include on each invoice rendered hereunder a certificate reading substantially as follows:

"Seller hereby certifies that these goods were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor issued pursuant to Section 14 thereof. Seller is an Equal Opportunity Employer."

Seller further agrees to indemnify and hold harmless Buyer from all costs and damages suffered by Buyer as a result of Seller's failure to comply with said Act.
 - b. **THE DODD-FRANK ACT** – Seller shall comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"); and shall support Buyer's compliance with Section 1502 of the Dodd-Frank Act - requiring all US publicly traded companies to file disclosures and reports with the U.S. Securities and Exchange Commission (SEC) related to the use of "Conflict Minerals" in their products. "Conflict Minerals" in this context refers to specific minerals originating from mines controlled by armed groups in the Democratic Republic of the Congo (DRC) or adjoining countries. The "Conflict Minerals" include Gold (Au), Tin (Sn), Tantalum (Ta), and Tungsten (W). These are also sometimes referred to as "3TG."
 - c. **THE U.S. FOREIGN CORRUPT PRACTICES ACT** – Seller warrants and represents that it is familiar with

and will strictly comply with the requirements of the U.S. Foreign Corrupt Practices Act of 1977, as amended, regardless of whether Sellers is within the jurisdiction of the United States. Seller will not offer, pay or promise, give, or authorize payment of any money or anything else of value to any government or public official (including political parties, officials or candidates for political office) for the purpose of influencing any act or decision of such official in his official capacity, including failure to perform his official function. The seller agrees that no expenditures for other than lawful purposes will be made with respect to the performance of this Order.

- d. **EXPORT COMPLIANCE** - The Seller represents that it will comply with all applicable import/ export laws including the Export Administration Act, as amended (the "EAA"), (50 U.S.C. App. § 2401-2420), including the anti-boycott and embargo regulations and guidelines issued under the EAA; the International Emergency Economic Powers Act, as amended (50 U.S.C. §§ 1701- 1706); the Export Administrative Regulations, as amended (15 C.F.R. Parts 730-744); the Arms Export Control Act, as amended (22 U.S.C. § 2751 -2799aa-1); the International Traffic in Arms Regulations, as amended (22 C.F.R. Parts 120 - 130); the regulations of the Department of the Treasury, Office of Foreign Assets Control; and regulations, procedures and policies of the United States and any countries having jurisdiction over this Purchase Order. The Seller shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance provided by the Buyer to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization.
21. **GRATUITIES/KICKBACKS** – No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by Seller or by any agent or representative of Seller to any officer or employee of Buyer's customer or Buyer. By written notice to Seller, Buyer may immediately terminate the right of Seller to proceed under this Order if it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Seller, or by an agent or representative of Seller, to any officer or employee of Buyer's customer or Buyer.
22. **GOVERNMENT FURNISHED PROPERTY** – The Government Property Clause contained in the FAR/DFAR Supplemental to these terms and conditions shall apply in lieu of the requirements outlined in the Article titled "Changes" and "Materials and Equipment" herein with respect to Government furnished property, or property to which the Government may take title under this Contract.
23. **OFFSET** – This Contract has been entered into in direct support of Buyer's international offset programs. All offset benefit credits resulting from this Contract are the sole property of Buyer to be applied to the offset program of its choice. Seller agrees to assist Buyer in securing appropriate offset credits from the respective country government authorities.
24. **COUNTERFEIT WORK** – For purposes of this clause, Work consists of those parts delivered under this Contract 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. Seller agrees and shall ensure that (a) Counterfeit Work is not delivered to Buyer, (b) Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain; unless authorized by Buyer, (c) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work, (d) If requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, the Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract.
- Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Contract.
25. **CLASS I OZONE SUBSTANCES** – Components supplied to Buyer shall be free of Class I Ozone Depleting Substances in either manufacturing or cleaning.
26. **MERCURY FREE** – The equipment and/or supplies furnished under this Purchase Order shall contain no metallic mercury or mercury compounds, no mercury bearing instruments or equipment which could cause mercury contamination shall be used in the manufacture, fabrication, assembly or testing of such equipment and/or supplies, and reasonable steps shall be taken to ensure that such equipment and/or supplies are not contaminated with mercury or mercury compounds.

27. **QUALITY CONTROL SYSTEM** – Seller shall provide and maintain a quality system to the extent necessary and appropriate for the product being provided. The Seller's Quality system shall also provide compliance to any specific product/process quality requirements identified in their Purchase Order or Contract.
28. **SELLER QUALITY REQUIREMENTS** –
- a. Seller shall comply with all requirements referenced in Article 2, including having an effective quality program that ensures compliance to (a minimum) the ISO9001 standards.
 - b. Where required, per AS9100, first article inspection (FAI) reports are required to include material certification reports (CMTR), post process certifications and ballooned (numbered) drawings are to be submitted and retained by the Seller. Additionally, FAI reports are to comply with AS9102 requirements.
 - c. Documentation –
 - i. A certificate of compliance is required with each shipment.
 - ii. Records shall be retained for a minimum of 10 years.
 - iii. All packages and invoices shall be identified with the Buyer Purchase Order Number, Release Number, Part Number and Quantity
 - d. Data reports shall be completed and sent with each shipment unless waived in advance.
 - e. Seller shall provide Buyer with Annual Representations and Certifications, as requested, and in the time frame stated.
 - f. Seller shall notify Buyer immediately if Seller becomes debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract subcontract, or grant; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; or been the subject of a proceeding, at the State or Federal Level.
 - g. Seller shall notify Buyer if there is a change in their Business Type & Concern, i.e., is no longer considered a small business or loses their status.
29. **CONFIDENTIALITY** – Seller shall not, without Buyer's prior written consent, disclose any information relative to this Order and Agreement, except as may be necessary to enforce its rights hereunder. Buyer and Seller shall keep confidential and protect from unauthorized use and disclosure all confidential, proprietary and/or trade secret information of the disclosing party or a third party provided by the disclosing party ("Confidential Information"). Notwithstanding the foregoing, Seller agrees that any knowledge or information which Seller disclosed or may hereafter disclose to Buyer in connection with the purchase of the Goods or services covered by this Order, shall not, unless otherwise specifically agreed in writing by Buyer, be deemed to be Confidential Information, and is free from any restrictions (other than a claim for patent infringement) as part of the consideration for the Order. Buyer and Seller shall use Confidential Information provided by the disclosing party only for the purposes of performing this order, other contracts between Buyer and Seller, and Buyer's obligation and contracts with its customers. Buyer and Seller agree not to disclose such Confidential Information to any third party, except with the written consent of the disclosing party.
30. **GOVERNING LAW** – The validity, construction, and interpretation of the Order, the Agreement, and other documents relating to the sale of the Goods specified herein, and the rights and duties of the parties to said sale, shall be governed by the laws of the State where Buyer's Purchase Order is issued to Seller.
31. **JURISDICTION AND VENUE** – Seller consents to the jurisdiction of the state of the Buyer placing the Order and its courts for the purpose of resolving any and all controversies and claims between Seller and Buyer arising out of or relating to this Agreement or the underlying transactions. Any controversy or claim arising out of or relating to the Order, this Agreement, or the underlying transactions shall be resolved in the following:
- a. For Matrix Composites, Inc.: Seller hereby consents and submits to the laws of the State of Florida, as well as, when applicable
32. **LEGAL EXPENSES** – In the event that Buyer incurs legal expenses to enforce or interpret any provision of this Agreement, Buyer is entitled to recover such legal expenses, including, but not limited to, attorneys' fees and costs.

33. **MODIFICATION** – No terms and conditions other than those stated in the Agreement, and no agreement or understanding, oral or written, in any way purporting to modify these terms and conditions, whether contained in the Agreement, or elsewhere, shall be binding upon Buyer unless made in writing and signed by its authorized representative.
34. **ORDER OF PRECEDENCE** – All documents and provision of this Order shall be read so as to be consistent to the fullest extent possible. In the event of a conflict or inconsistency between the documents or provisions as incorporated into or attached to the Order, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence:
 - a. The Order
 - b. These Purchase Order Terms and Conditions
 - c. All other attachments, exhibits, appendices, documents, or terms incorporated by reference or attached to the Order.
35. **ENTIRE AGREEMENT** – This Agreement, together with all purchase orders, change orders, attachments, exhibits, supplements, specifications, schedules and other terms referenced in or attached to this Order, contains the entire agreement of the Parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this Order.
36. **ADDITIONAL CLAUSES APPLICABLE TO GOVERNMENT CONTRACTS** – If this Order is issued pursuant to a U.S. Government Contract or Subcontract, then the additional terms and conditions set forth in the attached.
37. **ATTACHMENT A, ADDITIONAL CLAUSES APPLICABLE TO GOVERNMENT CONTRACTS** will apply. The Seller's Agreement with Government Contracts Supplement shall become binding when accepted by Seller either by acknowledgement or performance of the Order. The seller shall include in each lower tier subcontract the appropriate FAR and DFAR clauses.

**ATTACHMENT A
ADDITIONAL CLAUSES APPLICABLE TO GOVERNMENT CONTRACTS**

FAR / DFAR Supplement to Buyer's Standard Purchase Order Terms and Conditions

PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

Government Subcontract

This contract is entered into by the Parties in support of a U.S. Government contract. As used in the clauses referenced below and otherwise in this contract:

- a "Commercialitem" means a commercial item as defined in FAR 2.101.
- b "Commercially available off-the-shelf (COTS) item" means COTS item as defined in FAR 2.101
- c "Contract" means this contract.
- d "Contractor" and "Offeror" mean the Seller, identified on the face of the Order, acting as the immediate subcontractor to Buyer.
- e "Prime Contract" means the contract between Buyer and the U.S. Government or between Buyer and its higher-tier contractor who has a contract with the U.S. Government.
- f "Subcontract" means any contract placed by the Seller or lower-tier subcontractors under this contract.

Notes

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

- 1. Substitute "Matrix Composites" for "Government" or "United States" throughout this clause.
- 2. Substitute "Matrix Composites" Procurement Representative" for "Contracting Officer", Administrative Contracting Officer", and "ACO" throughout this clause.
- 3. Insert "and Matrix Composites" after "Government" throughout this clause.
- 4. Insert "or Matrix Composites" after "Government" throughout this clause.
- 5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through Matrix Composites.
- 6. Insert "and Matrix Composites" after "Contracting Officer", throughout the clause.
- 7. Insert "or Matrix Composites Procurement Representative" after "Contracting Officer", throughout the clause.
- 8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

(b) See also the clause of this Contract entitled Communication with Matrix Composites Customer with respect to communications between SELLER and the Government

Amendments Required by Prime Contract

Seller (CONTRACTOR) agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract to incorporate additional provision herein or to change provisions hereof as Buyer may reasonably deem necessary in order to comply with the provisions of amendments to such Prime contract. If any such amendment to this contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of this work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

Preservation of Government Rights

If Buyer furnished designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Seller's (CONTRACTOR's) use of such Furnished Items in support of other U. S. Government prime contracts.

INCORPORATION OF FAR CLAUSES

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any note following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different than the date of substance of this clause actually incorporated in the Prime Contract reference by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

PROVISIONS OF THE FEDERAL ACQUISITION REGULATION INCORPORATED BY REFERENCE

The following FAR clauses apply to this Order:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021) (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of award of this Contract. Contact the Matrix Composites Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract.)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applies if the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where the SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Subparagraph (d)(2) does not apply. If the SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (Applies unless the SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (SELLER shall provide Matrix Composites copies of any reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (Note 4 applies in paragraph (b). Reports required by this clause will be made to Matrix Composites.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)(Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by the SELLER to the Contracting Officer shall be provided to Matrix Composites.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if the SELLER is an educational or non-profit institution.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means " Matrix Composites " in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means " Matrix Composites " in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) (Applies if this Contract exceeds the simplified acquisition threshold. Delete paragraph (b) of the clause.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)(Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)(Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)(Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (JUN 2020) Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.. Notes 4 and 6 apply.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) (Applies if this Contract exceeds the threshold at FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (AUG 2018) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) (Note 2 applies. In paragraph (e) Note 3 applies.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States. "Contracting Officer" means "Matrix Composites.")

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (Applies if this Contract exceeds the micro-purchase threshold as defined in FAR 2-101 on the date of award of this Contract. Note 8 applies.)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (NOV 2021) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (OCT 2019) (Applies if the Work contains other than U.S. made, or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Notes 2 and 4 apply.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Matrix Composites Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies.)

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise

specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or Matrix Composites." Delete paragraph (b) of the clause.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or Matrix Composites." Delete paragraph (b) of the clause.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (JUN 2020) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (JUN 2020) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or Matrix Composites." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if Matrix Composites does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event Matrix Composites' customer has directed Matrix Composites to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Matrix Composites may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Matrix Composites".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016) (Notes 1 and 2 apply.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.) FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply. Alternate "I" applies if this Contract is for services. Alternate "II" applies if this contract is for supplies and services.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

FAR 52.245-1 GOVERNMENT PROPERTY (SEPT 2021) ("Contracting Officer" means "Matrix Composites" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Matrix Composites. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Matrix Composites" and except in paragraphs (d)(2) and (g) where the term includes Matrix Composites. The following is added as paragraph (n) "SELLER shall provide to Matrix Composites immediate notice if the Government or other

customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (JUN 2020) Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to Matrix Composites as well as the Contracting Officer. The seller shall notify Matrix Composites when it issues a GIDEP report pursuant to this clause.

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (NOV 2021)

FAR 52.248-1 VALUE ENGINEERING (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "Matrix Composites" in the phrase "Government costs.")

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8), and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "Matrix Composites and the Government". In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (AUG 2016) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds the simplified acquisition threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Matrix Composites not the Government. In paragraph (f), note 5 applies.)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (AUG 2019) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii)).

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. The seller shall furnish Matrix Composites copies of notices provided to the Contracting Officer at the time such notices are sent. The SELLER shall also furnish Matrix Composites copies of any reports SELLER receives from its lower tier subcontractors.)

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) (Copies of reports provided by SELLER under this clause will be provided to Matrix Composites.)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Matrix Composites. "Government" means " Matrix Composites " except in the definition of "issuing agency" in paragraph (a).)

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019) (Applies if this subcontract exceeds the simplified acquisition threshold.)

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019) This clause applies in lieu of FAR 52.215-20. Contracting Officer means " Matrix Composites " Paragraph (b)(ii)(E) is deleted.

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2019) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and Matrix Composites Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government.")

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

DFARS 252.225-7013 DUTY-FREE ENTRY (APR 2020) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Matrix Composites 's Procurement Representative.)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

DFARS 252.225-7021 TRADE AGREEMENTS (SEP 2019) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALIM, AND TUNGSTEN (OCT 2020) (Applies except where an exception in paragraph (c) applies.)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "Matrix Composites." Matrix Composites shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to Matrix Composites on behalf of SELLER.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a) ; Note 4 applies to (b).)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)

DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)

DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS 252.232 -7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (Note 1 applies.)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021) DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to Matrix Composites and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if this Contract is equal or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) and 249.7003(c)(2)(ii)). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).

CERTIFICATIONS AND REPRESENTATIONS

SELLER acknowledges that Matrix Composites will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of Matrix Composites, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify Matrix Composites of any change of status regarding any certification or representation.

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)

(a) Definitions. As used in this provision—

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203 -12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203 -12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to Matrix Composites OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) SELLER certifies, to the best of its knowledge and belief, that—

(i) SELLER and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and (ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(l) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to Matrix Composites if, at any time prior to the contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, Matrix Composites may terminate this contract for default.

3. FAR 52.222-22 Previous Contracts and Compliance Reports

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

4. FAR 52.222-25 Affirmative Action Compliance

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.