

HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED
TERMS AND CONDITIONS FOR DIRECT PROCUREMENT
(Revised Effective September 2025)

1. Documents. These Terms and Conditions are being issued in connection with a request for quotation, award letter, purchase order, release, purchase agreement, or similar document issued to Seller by **Harman International Industries, Incorporated**, or one of its subsidiaries or affiliated companies (“Harman”). Any reference to an “Order” in these Terms and Conditions includes any request for quotation, award letter, purchase order, release, purchase agreement, or similar document issued to Seller by Harman. Harman’s Supplier Quality Manual, Supplier Logistics Manual, Code of Conduct, and compliance requirements, including information security, each located and accessible at <http://www.harman.com/supply-chain>, (collectively, “Harman Policies”) are incorporated herein and apply to each Order. Included in the Harman Policies is the Harman Product and Services Cybersecurity Policy (“Cybersecurity Policy”). In connection therewith, and contemporaneous with execution of this Agreement, Supplier agrees to provide to Harman a completed copy of *Annex I* to the Cybersecurity Policy upon request from Harman. Seller agrees to comply with all of the requirements of the Harman Policies and failure to do so will be a material breach of this Agreement. If these Terms and Conditions are not consistent with any of the requirements of the Supplier Quality Manual, then the requirements of the Supplier Quality Manual will control. Except for paragraphs 9 (“Termination at Harman’s Option”) and 11 (“Cancellation for Default or Breach; Harman’s Remedies”) of these Terms and Conditions, if any other provision of these Terms and Conditions is inconsistent with the specific provisions of any Order, then the specific provisions of the Order will control. If the specific terms of any Order are inconsistent with the Supplier Quality Manual, then the specific provisions of the Order will control. These Terms and Conditions, together with the Supplier Code of Conduct, the Supplier Quality Manual, the Supplier Logistics Manual and any request for quotation, purchase order, release, purchase agreement, or similar documents issued to Seller by Harman, constitute one agreement and may not be treated as separate contracts.

2. Acceptance. Any Order is an offer to Seller by Harman and does not constitute an acceptance of any offer to sell or proposal made by Seller. Any reference to any offer to sell or proposal made by Seller is solely for the purpose of incorporating the description and specifications of goods and services contained in such offer to sell or proposal to the extent that such description and specifications do not conflict with the description and specifications contained in the Order. Seller’s delivery of goods, written acceptance, commencement of any work under the Order, or any other conduct by Seller which recognizes the existence of a contract with respect to the subject matter of the Order will constitute Seller’s acceptance of an Order, including these Terms and Conditions. Any additional or different terms and conditions proposed by Seller are rejected by Harman and are not part of the Order, unless specifically accepted by Harman in a separate writing. Seller’s failure to obtain a written acceptance from Harman will be conclusive evidence of acceptance of these Terms and Conditions by Seller and rejection by Harman of Seller’s terms and conditions.

3. Shipping; Inclusive Pricing; Documentation; Risk of Loss.

(a) Supplier warrants that the prices shown on the Order for each Product are complete (*i.e.* inclusive of all costs for packaging, packing, marking, crating, storing, insuring, and delivery of the Products), and that no additional charges of any type will be added without Harman’s express written consent. Supplier shall also bear any expenses incurred by Harman as a result of improper packing, marking, documentation, or shipping. Prices for the Products include all royalties, license fees, and other charges for any licenses or other intellectual property rights necessary for Harman to sell the Products or have the Products sold, if applicable.

(b) All shipments must be accompanied by packing slips showing Seller's name, order numbers and quantities. If Seller submits paper invoices, original bills of lading, express receipts, etc., such documents must be signed by the carrier, attached to Seller's invoice, and mailed not later than the day following delivery. If Seller submits invoices through EDI or other electronic means, original bills of lading, express receipts, etc., signed by carrier, must be retained in Seller's records and delivered to Harman on demand.

(c) Unless otherwise agreed in an Order, risk of loss will pass to Harman upon delivery to Harman's facility or such other location specified on the face of the Order, except that risk of loss for excess quantities delivered to Harman will only pass upon acceptance of such excess by Harman. (h) Harman may require shipment by more expeditious method, at Seller's expense, if Seller fails to meet the required time for delivery.

4. Invoices and Payment. Seller must deliver invoices as directed in the Order or other instructions received from Harman. Invoices must include order number, symbol number and plant and other information sufficient to enable Harman to easily identify subject goods or services. Separate invoices are required for each individual shipment. If time for payment is not otherwise stated on the Order, the payment terms will be net ninety (90) days. Time for payment will not begin until correct and complete invoices are received and Seller's cash discount privileges to Harman will be extended until such time as payment is due. Harman may withhold payment pending receipt of evidence, in such form and detail as Harman may direct, of the absence of any liens, encumbrances or claims on the goods or services under the Order. Seller agrees that all of its accounts with Harman (whether arising under an Order or any other agreement or arrangement between Harman and Seller) will be administered on a net settlement basis and that Harman may set off and recoup debits and credits, including Harman's attorney fees and costs of enforcement, against any of Seller's accounts regardless of the basis for such debits or credits and without additional notice. In this paragraph 4, "Harman" includes all of Harman's affiliated companies. Seller warrants that the prices for the goods or services sold to Harman under the Order are no less favorable than those that Seller currently extends to any other customer for the same or similar goods or services in similar quantities. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of an Order, then, to the extent permitted by law, Seller will immediately offer Harman the same price for the goods or services on the same terms and conditions as was offered to the other customer. Seller warrants that the prices shown on the Order are complete and that no additional charges of any type, including, without limitation, sales or other taxes, V.A.T. or fees will be added without Harman's express written consent. Seller will provide detailed cost information for the bill of materials and any value-added services for each product in the format and detail specified in Harman's request for quotation.

5. Quantity; Releases; Delivery; Excusable Delay. (a) Quantities listed in each Order as estimated are Harman's best estimate of the quantities of goods it might purchase from Seller for the contract term specified in the Order. Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Seller, and will not be binding upon Harman. Orders issued for Harman's automotive operations are based on orders received by Harman from its customers and volumes may fluctuate based on customer orders. Unless otherwise expressly stated in the Order, Harman makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, to Seller in respect of Harman's quantitative requirements for the goods or the term of supply of the goods. (b) Unless otherwise expressly stated in the Order or an agreement, if no other quantity is stated on the face of the Order or if the quantity is blank or states the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "subject to Harman's releases" or similar terms, then Seller will supply at least 10% of Harman's requirements for goods in such quantities as identified by Harman as firm orders in material authorization releases, manifests, broadcasts or similar releases (collectively, "releases") that are transmitted to Seller during the term of the Order, and Seller will supply all such goods on such dates and times, at the price and on the other terms specified in the Order. If the Order covers services, Harman is required to purchase such services to the extent expressly stated in a Statement of Work signed

by Harman. If “price” is stated as 1.000 on an Order covering installment performance of a fixed total quantity, then quantity is 1 and the number shown under “quantity” is the price. Harman may require Seller to participate in electronic data interchange or a similar inventory management program, at Seller’s expense, for notification of releases, shipping confirmation and other information. Releases are part of the Order, are governed by these Terms and are not independent contracts. Seller accepts the risk associated with lead times of various raw materials and components if they are beyond those provided in releases. (c) Delivery or performance must be made at the time and in the quantities specified in the Order, and time is of the essence. Harman’s automotive operations and its automotive customers operate on a “just-in-time” inventory system. Goods ordered for Harman’s automotive operations must be delivered on time and in the correct quantity to avoid disruptions in the production schedules of the Harman’s automotive operations and its automotive customers. If no delivery date is specified or otherwise provided for, delivery must be made within a reasonable time. Time and quantities are of the essence of the Order. Neither party will be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, provided (i) the delayed party must give prompt notice of such delay; (ii) the delayed party must utilize its best efforts to (x) take all possible actions to minimize the scope and period of delay including requisition of alternate materials that are affected by the event; (y) exercise efforts to minimize or limit the damages to the other party; and (z) cooperate with the non- delayed party’s information requests including granting regular reports and access to facilities; and (ii) during the period Seller is delayed, Harman, at its option, may purchase goods from other sources and reduce the quantities set forth in the Order and will have no liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Harman and at the price set forth in the Order. In the event any delay lasts for more than one day, or if Seller cannot provide adequate assurance that any delay will cease within one day, Harman may immediately cancel the Order without liability.

6. Inspection and Audit; Other Information. Harman will have the right to enter Seller’s facility at reasonable times to inspect the facility, goods, material and any property of Harman covered by the Order and Seller’s records relating to the Order. Harman may, either directly or through a third party that Harman designates, conduct inspections, verifications and audits of Seller’s compliance with the Order, the Supplier Quality Manual, and the Supplier Code of Conduct. The fact that Harman may have inspected, tested or failed to inspect or test any goods will not affect any rights of Harman under the Order. Harman’s inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work-in-process or finished goods. Nothing in the Order will relieve Seller from any obligation to inspect or test the goods. If Seller is to be paid other than on a lump sum basis, Harman will have the right at reasonable times and upon reasonable notice to audit such of Seller’s records as are reasonably necessary to verify the amounts due Seller, and Seller must make such books and records available to Harman or its designees and provide copies of such books and records to Harman or its designees upon request. Upon request by Harman, Seller must promptly deliver to Harman the following financial and other information: (a) upon receipt of the Order, Seller’s financial statements for the two most recently ended fiscal years (audited, if available); (b) within 90 days after the end of each fiscal year, Seller’s financial statements for the most recently ended fiscal year (audited, if available); (c) within 15 days after the end of each fiscal quarter, Seller’s financial statements for the most recently ended fiscal quarter; and (d) any other information that Harman may reasonably require to demonstrate that Seller will be able to perform its obligations under the Order (including but not limited to production schedules, accounts receivable agings, accounts payable agings, and organizational charts). All financial statements (including interim financial statements) delivered to Harman under this paragraph: (a) must be certified to Harman by Seller’s chief executive officer and chief financial officer unless they are audited financial statements; (b) must include a balance sheet, income statement, and cash flow statement; (c) must be prepared in accordance with generally accepted accounting principles consistently applied; (d) if Seller is a subsidiary or other business unit of another organization, must include financial statements (consolidated or combined) for the total organization and separate financial statements for the specific business unit.

7. Changes. (a) Changes to the Order or to the design or specifications of the goods or services and payment of extra charges will be permitted only when authorized by Harman in writing signed by Harman.

(b) Harman at any time in writing may change the design or specifications of the goods or services or other matters affecting the scope of Seller's work, or the method of packing and shipping, or the place of delivery, and Seller agrees to comply with such changes promptly. If any such change affects cost or time of delivery or performance, Harman will equitably adjust the price or delivery terms of the Order after receipt of documentation in such form and detail as Harman may direct. Any changes to the Order must be made in accordance with paragraph 18.

8. Warranties; Recalls.

(a) In addition to what is required by applicable law, Seller warrants that all goods and services covered by the Order will: (a) conform to the specifications, drawings, samples or descriptions furnished to or by Harman; (b) be of good quality and workmanship; (c) be free of defects in design (unless Harman provided the design), materials and workmanship; (d) be merchantable; (e) be fit for the particular purposes intended by Harman; and (f) comply with all applicable environmental, occupational, safety, health and other laws, rules and regulations applicable to the design, function or use of the goods. Seller acknowledges that Seller knows of Harman's intended use and expressly warrants that all goods covered by the Order which have been selected, designed, manufactured or assembled by Seller, based upon Harman's stated use, will be fit and sufficient for the particular purposes intended by Harman and will have been tested to the standards provided by Harman, and comply at all times with the standards provided by Harman. Seller must immediately notify Harman of any errors in specifications or drawings provided by Harman which are patent or which are otherwise known to or should have been discovered by Seller. Seller further warrants that it has clear title to the goods and that the goods will be delivered free and clear of liens and encumbrances.

(b) Seller is aware that any components or assemblies that Seller sells to Harman will be sold, either separately or incorporated into other products manufactured by Harman, to original equipment manufacturers. In addition to the other warranties made by Seller in this paragraph 8, Seller warrants that all goods sold to Harman under the Order will comply with all warranties made by Harman in connection with the resale of the goods to the original equipment manufacturer, whether separately or incorporated into other goods. If an original equipment manufacturer makes a claim against Harman regarding goods sold by Harman which arises out of, results from or otherwise relates (directly or indirectly) to a breach of any warranty made by Seller in these Terms and Conditions or in the Order, then Seller will have, in addition to any other obligations Seller may otherwise have under these Terms and Conditions or the Order, all of the obligations that Harman would have to the original equipment manufacturer and (ii) Harman will have, in addition to any other remedies it may otherwise have, all of the rights and remedies with respect to Seller resulting from such breach that the original equipment manufacturer has against Harman. Seller will indemnify and hold Harman harmless from the cost of any recall campaigns or other corrective service actions (whether initiated by Harman, Harman's customer, or any governmental agency) that are required to rectify nonconformities in the goods that are the result of defects in design (to the extent that Seller furnished the design), materials, and workmanship. Seller warrants that all materials incorporated into all goods comply with the laws regarding slavery and human trafficking of all countries in which Seller does business.

(c) Unless stated otherwise in an Order, for products and services provided for use in automotive vehicles, the applicable warranty period will be the longer of (i) the expiration date of the warranty Harman's customer grants to its end consumer for the vehicle or other finished product into which the Product is installed; (ii) sixty (60) months; or (iii) the date on which the vehicle incorporating the Product has been driven 100,000 miles. For all products and services provided for all other purposes, the applicable warranty period will be coextensive with the warranty Harman offers to its own customer.

9. Termination at the Harman's Option. (a) In addition to any other rights of Harman to cancel or terminate the Order and regardless of any other language in the Order, Harman may terminate its purchase obligations in whole or in part, at any time and for any reason, by written notice of termination to Seller. Harman will have such right of termination notwithstanding the existence of an excusable delay under paragraph 5. (b) Upon such termination Harman's obligation to Seller will be: (i) the order price for

finished work and completed services that conform to the requirements of the Order, (ii) Seller's actual costs of work-in-process and parts and materials that Seller produced or acquired in connection with the Order and transferred to Harman, (iii) Seller's actual costs of immediately terminating subcontracts and settling claims of subcontractors, and (iv) Seller's actual costs of protecting Harman's property that is in Seller's possession. Harman will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases or schedules nor any undelivered goods which are in Seller's standard stock or are readily marketable. Harman's obligations upon termination will not exceed those Harman would have had to Seller in the absence of termination. (c) Seller must furnish to Harman, within one month after the date of termination, Seller's termination claim, which must consist exclusively of the items for which Harman may be responsible under paragraph 9(b). Harman may audit Seller's records, before or after payment, to verify Seller's termination claim. (d) Harman will have no obligation to Seller if Harman cancels its purchase obligations because of breach or default by Seller under paragraphs 10 and 11.

10. Breach; Default. The following constitute events of breach or default by Seller: (a) Seller's failure to timely perform services or deliver conforming goods as specified by Harman; (b) Seller's other failure to perform, observe or comply with or repudiation of any provisions of the Order, including Seller's warranties; (c) Seller's failure to make progress so as to endanger timely and proper completion of services or delivery of goods; (d) Seller's failure or threat not to deliver goods or perform services in connection with the Order; (e) Seller's failure to correct a failure to meet reasonable quality requirements within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Harman specifying the failure; (f) Harman cancels for breach any other Order issued by Harman to Seller in accordance with the terms of such other Order (whether or not such other Order is related to the Order); (g) Seller's entering or offering to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of goods for Harman or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller, (h) Seller's failure to remain competitive with respect to quality, technology, delivery, service or pricing of the goods; (i) if the Order is governed by New York law under paragraph 25, Seller's insolvency or the filing of a voluntary or involuntary petition of bankruptcy by or against Seller, or the appointment of a receiver or trustee for Seller, or the execution of an assignment for the benefit of Seller's creditors, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event; (ii) if the Order is governed by the laws of The Peoples' Republic of China under paragraph 25, upon the bankruptcy, insolvency, dissolution, or liquidation of Seller, or the appointment of a receiver or equivalent officer in respect of the assets of Seller, or if Seller ceases to carry on business or fails to pay its debts as they become due; or (k) Seller's material noncompliance with the Order, Logistics Manual, the Supplier Quality Manual, or the Supplier Code of Conduct.

11. Cancellation for Default or Breach; Harman's Remedies. If an event of breach or default by Seller occurs, Harman will: (a) have all rights and remedies afforded by applicable law; (b) be entitled to reduce quantities under the Order to the extent Harman rejects goods as nonconforming; (c) have the right to cancel all or any part of the Order, and Harman will have no liability to Seller; and (d) be entitled to collect from Seller all of its damages, costs and expenses associated with Seller's breach, including incidental and consequential damages, court costs and attorneys' fees. In any action brought by Harman to enforce Seller's obligations in connection with the production or delivery of goods or for possession of property, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that Harman may have, Harman will be entitled to specific performance and injunctive equitable relief as a remedy for any such breach. All rights and remedies reserved to Harman under the Order are cumulative and in addition to all other or further remedies provided in law or equity. Harman's payment for or acceptance of any goods under the Order will not discharge Seller from its obligations or constitute a waiver of any of Harman's rights. Unless Harman makes a written request, Seller may not replace nonconforming goods. Nonconforming goods will be held by Harman for disposition in accordance with Seller's instructions at Seller's risk and expense. Seller's failure to provide written instructions within

three days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity, will entitle Harman, at Harman's option, to charge Seller for storage and handling, or to dispose of the goods, and Harman will have no liability to Seller. Payment for nonconforming goods will not constitute an acceptance of such goods, limit or impair Harman's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Seller will have no right to cancel all or any part of the Order.

12. Bailed Property. All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Harman either directly or indirectly to Seller to perform the Order, or for which Seller has been reimbursed by Harman, will be and remain Harman's property. Seller will not move the property to another location without the prior written consent of Harman. All such items must be clearly marked as the property of Harman. Seller will bear the risk of loss of such items and must take all necessary measures to preserve Harman's title. Seller will be responsible for any damage to such property in Seller's possession or control, including damage that occurs despite Seller's exercise of reasonable care, other than reasonable wear and tear. Such items must be properly maintained by Seller and used only for the purpose of performing the Order. Upon the request of Harman, Seller must immediately release such property to Harman or deliver such property to Harman's carrier at Seller's premises. Seller will cooperate with Harman's removal of the property from Seller's premises. Harman will have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect to such property. Where permitted by law, Seller waives any lien which Seller might otherwise have on any of Harman's property.

13. Security Interest. Seller hereby grants to Harman a security interest in all materials, work in process and finished goods to the extent of Harman's payments, including advances made in the future, and Seller agrees that Seller's interest in such collateral is subordinated to Harman's security interest. In the event of default by Seller, Harman will have all rights of a secured party under applicable law. Seller authorizes Harman to make filings of all financing statements necessary to perfect such security interest and to protect Harman's ownership of its property under paragraph 12.

14. Proprietary Rights. Seller will indemnify, defend and hold harmless Harman, its officers, directors, employees, agents, representatives, or successors and its customers and users from and against any claims, demands, losses, suits, damages, liability and expenses (including reasonable attorneys' fees) arising out of any suit, claim, or action for actual or alleged, direct or contributory, infringement of, or inducement to infringe on, or misuse or misappropriation of any present or future patent, patent application, copyright, trademark, industrial design right, utility right, chip mask right, trade secret or other proprietary right by reason of the manufacture, use or sale of the goods or services provided to Harman by or through Seller. Seller's obligations will apply even though Harman furnished all or any portion of the design. Seller grants Harman, with respect to (i) the goods ordered under the Order, (ii) any inventions or operating software developed in the course of Seller's activities under the Order, and (iii) any patents owned or controlled by Seller which cover any application of the technology embodied in the information or data Seller acquires or develops in the course of Seller's activities under the Order, a worldwide, nonexclusive, royalty-free, permanent, paid-up, irrevocable license, with a right to sublicense, to repair and have repaired, to reconstruct and have reconstructed, to make and have made, to sell and have sold, to market and have marketed, and to use and have used, such goods, inventions, operating software and patents, and additionally in the case of software, to decompile and reverse engineer. When goods are made to Harman's plans or specifications, the design, plans and specifications will be deemed Harman's and may not be used by Seller for any purpose except the performance of the Order and may not be disclosed to any other person without Harman's written permission. If the goods specified in the Order bear a trademark or trade name or other identifying mark of Harman, no such goods, whether the result of rejects or overruns or otherwise, may be sold or otherwise disposed of to anyone other than Harman.

15. Service and Replacement Parts. At Harman's request, Seller will sell to Harman (a) the goods necessary to fulfill Harman's service and replacement parts requirements for such goods at the prices

specified in the Order plus any actual cost differential for packaging, and (b) if such goods are assemblies, service and replacement parts of the assemblies at prices such that the total price of all parts of the assembly does not exceed the price of the assembly specified in the Order less assembly costs, plus any actual cost differential for packaging.

16. Indemnification. Seller will indemnify, defend and hold Harman, its officers, directors, employees, agents, representatives, or successors and its customers and users harmless from all claims, damages and expenses (including legal/attorneys' fees) arising out of (a) Seller's breach, (b) any defect in the goods or services, (c) the design of the goods (whether or not defective) and (d) errors, omissions, negligence or other wrongful conduct of Seller or its agents or subcontractors. In any matter to which this paragraph 16 applies, Harman and its customers and users will have the right to select and retain counsel of their own choosing, all at Seller's expense, and to participate in the defense.

17. Insurance. Seller must at all times carry and maintain insurance coverage in reasonable amounts covering workers compensation, employer's liability, comprehensive general liability (including products/completed operations and blanket contractual liability), and automobile liability. Seller must also insure all property owned or paid for by Harman on Seller's premises (including work in process for which Harman has paid, whether or not title has passed) against loss or damage to the full extent of its insurable value, without deductible, at Seller's cost, and must designate Harman as the loss payee. Seller must provide evidence of such coverage to Harman upon request.

18. Entire Agreement; Modifications. Seller agrees that the Order, including the Supplier Quality Manual, these Terms and Conditions, and any attachments, exhibits or supplements attached to the Order or other matter incorporated into the Order by specific reference, constitutes the entire agreement between Seller and Harman with respect to its subject matter and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements. The agreement may be modified only by a writing signed by an authorized representative of Harman. Acceptance of deliveries or payment by Harman will not be deemed acceptance or approval of any modifications proposed by Seller.

19. Severability. If any provision of the Order should be determined by a court of competent jurisdiction to be invalid, the invalidity of such provision will not affect the validity of the remainder of the Order.

20. Assignment and Subcontracting. Seller may not assign the Order, or any part of the Order, or subcontract any of its substantive duties under the Order, without Harman's prior written approval. Such approval will not release Seller from any of its obligations under the Order. Seller acknowledges and agrees that Harman has issued the Order on its own behalf and on behalf of its affiliated companies. Accordingly, Harman and each of its affiliated companies will have the right to make purchases under the Order.

21. External Assessments. Unless otherwise specified in the Order, Supplier shall bear responsibility for any and all taxes (including VAT), tariffs, or similar assessments imposed upon the Products ordered, or by reason of their sale or delivery (collectively, "External Assessment(s)"), unless (a) disclosed to Harman in writing, (b) each External Assessment is itemized clearly and separately in that writing, and (c) Harman agrees, in writing, to accept responsibility (in whole or in part) for such External Assessments. Any acceptance by Harman shall be effective only as long as the External Assessment(s) remains unchanged. Upon any change, Supplier re-assumes responsibility for the External Assessment pending Harman's acceptance, per the requirements stated in this subsection. If Supplier may be eligible for an exception to any External Assessment, Supplier shall not make any request to Harman regarding such amounts unless and until Supplier applies for and prosecutes such request for exception in good faith. In no event may Supplier request amounts from Harman for External Assessments if those amounts were not actually incurred by Supplier.

22. All Applicable Laws. Seller, its suppliers and subcontractors, and any Products supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the countries of origin and destination or that relate to the manufacture, labeling, chemical content, dosage or exposure, transportation, importation, exportation, licensing, approval, performance and/or certification of the products, including those relating to slavery and human trafficking, environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller will, upon request by Harman, provide any information required by Harman to permit Harman to comply with applicable laws, including but not limited to US export control laws, California Proposition 65, Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and the Restriction on Hazardous Substances (RoHS). Harman may, from time to time, provide notices to Seller surrounding new or existing regulations pertinent to this Section 22. Seller agrees to promptly comply with any surveys, questionnaires, or requests for additional information as may be required by Harman, ensuring timely and accurate responses to support the fulfillment of the terms of this Agreement. However, Seller's obligation to stay apprised of, and in compliance with, all provisions herein is in no way contingent on any such notice from Harman.

23. Forced Labor & Supply Chain Transparency. Seller warrants that it does not, and will not, engage in or support the use of forced, bonded, indentured, or involuntary labor in the performance of any activities related to this Agreement in violation of applicable laws, including, but not limited to, Section 307 of the Tariff Act of 1930 and the Uyghur Forced Labor Prevention Act ("Forced Labor Laws"). Seller (including its employees, representatives, or contractors) shall comply with all Labor and Human Rights requirements outlined in Harman's Supplier Code of Conduct. Without limiting anything else in this Agreement or otherwise, and in addition to the obligations in Harman's Supplier Code of Conduct, Seller will (a) provide to Harman any information or access that Harman requires in the course of Harman's compliance with the California Supply Chain Transparency Act (Cal. Civ. Code § 1714.43) or any similar rule of law, regardless of whether this law applies to Seller, (b) cooperate with Harman in evaluating and addressing risks of human trafficking and slavery in all parts of Harman's supply chain with which Seller is associated, including supply chain mapping (c) cooperate with Harman in audits of Seller and Seller's direct and indirect suppliers to evaluate compliance by Seller and Seller's direct and indirect suppliers with Harman's standards for trafficking and slavery in supply chains, (d) certify that materials incorporated into all Products comply with the laws regarding slavery and human trafficking of the country or countries in which Seller does business, (e) comply with Harman's accountability standards and procedures for regarding slavery and trafficking, and (f) provide to its personnel training, or cause the applicable personnel to receive training from Harman, regarding human trafficking and slavery, particularly with respect to mitigating risks within the supply chains of products. Seller agrees to promptly comply with any additional surveys, questionnaires, or requests for additional information as may be required by Harman, ensuring timely and accurate responses to support the fulfillment of the terms of this Agreement. Seller shall immediately notify Harman of any actual or suspected violation of Forced Labor Laws by Seller (including its employees, representatives, or contractors) and shall hold Harman harmless from all losses, penalties, and expenses resulting from such violation. Violation of Forced Labor Laws by Seller (including its employees, representatives, or contractors), shall be deemed a material breach of the Agreement. Upon five (5) days' prior written notice from Harman, Seller shall make all records, documentation, and information available to Harman and/or its authorized auditing agents and representatives for purposes of auditing compliance with laws, including this Section 14.20 (Compliance), for the duration of the Agreement and for a period of ten (10) years thereafter.

24. Conflict Minerals. Seller shall comply with Harman's Conflict Minerals Policy available at www.harman.com and with all expectations and requirements mandated thereunder (the "Policy"). Seller represents and warrants that, to its knowledge, no Conflict Minerals (as defined in the Policy) contained in any good subject to this Agreement, originated from the Democratic Republic of the Congo or an adjoining country, unless the Conflict Minerals were processed by a facility listed as compliant pursuant to the Conflict-Free Sourcing Initiative Conflict-Free Smelter Program or the London Bullion Market Association Responsible Gold Programme. Seller agrees to participate in Harman's conflict minerals

program, including but not limited to, timely filling out and submitting relevant survey information when requested Harman regarding the uses, sources, and chain of custody of Conflict Minerals. For any Products supplied to Harman, Seller shall not source from any sanctioned smelter or other smelter that does not have an adequate and audited due diligence process. Any failure to comply with this Section 25 could lead Harman to source from alternative suppliers.

25. Environmental Compliance & Sustainability. The Seller agrees to comply with all applicable local, national, and international environmental laws, regulations, and standards (collectively, “Environmental Laws”) in connection with the production, manufacturing, transportation, and delivery of goods or services under this Agreement. This includes, but is not limited to, regulations concerning emissions, waste disposal, hazardous substances, resource use, and environmental reporting requirements. It is the expectation of Harman that Seller has adopted policies and procedures that aim to reduce its effects on the environment and natural resources including the proper and legal disposal of waste, and any other environmental requirements outlined within the Harman Supplier Code of Conduct.

26. FCPA and Anti-Bribery Laws. As used in this paragraph 27, the term “Anti-Bribery Laws” means the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act 2010, or any similar law or regulation. Seller must not act in any fashion or take any action that will render Harman or any of its affiliates liable for a violation of the Anti-Bribery Laws, which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist Seller or Harman in obtaining or retaining business or in carrying out Seller’s duties and activities under the Order. Additionally, Seller agrees not to receive or accept any payments or other benefits from any parties associated with the performance of its duties and payments or other benefits from any parties associated with the performance of its duties and activities under the Order. Seller agrees that failure to comply with the Anti-Bribery Laws, or receipt of payment or other benefits could compromise the integrity of the work performed and, therefore, Harman would have the right to terminate the Order immediately. Seller agrees that if any developments cause a representation or certification previously provided to Harman, whether in a due diligence questionnaire or other document, regarding Anti-Bribery Laws to no longer be accurate or complete, it will promptly inform Harman, in writing, of the causes and extent of the changes. Seller shall also immediately notify Harman of any actual or suspected violation of Anti-Bribery Laws (including its employees, representatives, or subcontractors) and shall hold Harman harmless from all losses, penalties and expenses resulting from such violation. Seller shall maintain complete and accurate books and records and shall implement internal accounting controls sufficient to ensure compliance with Anti-Bribery Laws.

27. Export Controls and Sanctions Compliance. Seller shall comply with all applicable export control laws and regulations, including but not limited to the U.S. Export Administration Regulations (“EAR”), the International Traffic in Arms Regulations (“ITAR”), and any other relevant laws of the jurisdiction(s) in which the Seller operates, and any laws or regulations regarding economic or trade sanctions imposed by relevant authorities, including, but not limited to, the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), the United Nations, the European Union, and any other applicable government entities (collectively, the “Export Control Laws”). Seller warrants that neither it, nor any of its affiliates, employees, agents, contractors, nor any of its sub-suppliers or subcontractors involved in the manufacture, sale, delivery, or export of goods or services to Harman, is listed on any government-issued restricted party list, including, but not limited to (a) the OFAC List of Specially Designated Nationals and Blocked Persons; (b) the OFAC Sectoral Sanctions Identifications List; (c) the U.S. Department of Commerce Bureau of Industry and Security (“BIS”) Entity List; (d) the BIS Denied Persons List; (e) the BIS Unverified List; (f) the BIS Military End Users List; (g) the U.S. Department of Defense List of Communist Chinese Military Companies; (h) the OFAC List of Chinese Military-Industrial Complex Companies; and (i) or any similar list in any other jurisdiction where the Seller operates. Seller shall not, directly or indirectly, export, re-export, sell, transfer, or supply goods, services, or technical data to, any sanctioned person or entity, or any country or territory that is subject to comprehensive economic sanctions or embargoes imposed by the United States, the European Union, or other applicable governments,

including, without limitation, Cuba, Iran, Myanmar (Burma), North Korea, Syria, Venezuela, Donetsk, Luhansk, or the Crimea regions of Ukraine, unless permitted by applicable law. Seller shall immediately notify Harman of any actual or suspected violation of Export Control Laws by Seller (including its employees, representatives, or contractors) and shall hold Harman harmless from all losses, penalties, and expenses resulting from such violation. Violation of Export Control Laws by Seller (including its employees, representatives, or contractors), shall be deemed a material breach of the Agreement. Upon five (5) days' prior written notice from Harman, Seller shall make all records, documentation, and information available to Harman and/or its authorized auditing agents and representatives for purposes of auditing compliance with laws, including this Section 14.20 (Compliance), for the duration of the Agreement and for a period of ten (10) years thereafter.

28. **Import Controls and Customs Compliance.** Seller shall comply with all applicable customs laws, regulations, and requirements in the jurisdictions where the Products are manufactured, shipped, or delivered under this Agreement (collectively, "Customs Laws"). This includes, but is not limited to, the proper classification, documentation, valuation, and declaration of goods in accordance with applicable customs rules and international trade regulations. Seller shall ensure that all shipments of Products under this Agreement are accompanied by accurate and complete customs documentation, including but not limited to, invoices, packing lists, certificates of origin, import/export licenses, and any other required documents. The Seller warrants that all information provided in connection with the goods, including descriptions, quantities, values, and tariff classifications, is correct, complete, and truthful, and will not result in any customs violations or penalties. At Harman's request, Seller shall provide reasonably necessary customs documentation, such as, but not limited to: Country of Origin (COO) certifications, free-trade analysis, duty drawback, tariff classifications, and other related activities at no additional cost to Harman.

29. **C-TPAT and OEA Regulations.** Harman as a participant in the security programs C-TPAT, OEA, requires Seller to adopt the practices of these supply chain international programs designed to protect against acts of terrorism, smuggling and illegal practices. Demonstration of the Seller to Harman of the compliance of the programs will include, without limitation, the evaluation of Seller's current practices, procedures and security measures in the supply chain in relation to the compliance of the programs and the correction of the Seller potential weaknesses or security elements, as well as any breach detected during evaluation.

30. **Governing Law.** If Seller and Seller's ultimate parent company are organized and existing under the law of The Peoples' Republic of China, then the formation, existence, construction, performance, validity and all aspects of the Order will be governed by the laws of The Peoples' Republic of China, without regard to its conflicts of laws principles. In all other cases, the formation, existence, construction, performance, validity and all aspects of the Order will be governed by the laws of The State of New York of The United States of America without regard to its conflicts of laws principles. Regardless of which law governs the Order, Harman and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is excluded and will not apply to the Order or the transactions contemplated by the Order. If the Order is governed by New York law, any action to resolve any dispute that has not been resolved by negotiations between executives of Harman and Seller must be commenced in the state or federal courts sitting in the Borough of Manhattan of the City of New York. Harman and Seller submit to the personal jurisdiction of those courts and waive any defense that jurisdiction or venue in those courts is inappropriate or inconvenient. If the Order is governed by the laws of the PRC, then, except with respect to a dispute involving the validity of any patent, which dispute will be resolved by a court of competent jurisdiction, any Dispute must be submitted to China International Economic and Trade Arbitration Commission for arbitration at Shanghai, PRC, which arbitration will be conducted in accordance with such Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon Harman and Seller. The award may be enforced by a court of competent jurisdiction without regard to geographical location. Notwithstanding the provisions of this paragraph 25, either Harman or Seller may seek from any court of competent jurisdiction any interim or

provisional relief before, during, or after any such arbitration. Seeking or complying with an order of a court granting such interim or provisional relief does not constitute a waiver of the dispute resolution provisions of this paragraph 25.

31. Waiver. Seller waives and releases any right to claim against Harman consequential damages or liabilities including, without limitation, loss of profit, loss of business, depletion of goodwill or similar loss.

32. Special Provisions Applicable To Development Work. (a) Documents produced or acquired by Seller during experimental or development work under the Order will belong to Harman. (b) Seller must furnish to Harman, without restrictions of use or disclosure, the information and data Seller acquires or develops during experimental or development work specified in the Order. With respect to inventions which Seller conceives or first reduces to practice during such work, Seller grants to Harman a permanent, paid-up, royalty-free, nonexclusive, worldwide, irrevocable license, with a right to sublicense, to make, have made, use, have used and sell, have sold, market, have marketed, and additionally, in the case of software, decompile and reverse engineer, manufactures, compositions, software and machines, and use and have used processes covered by patents on such inventions. (c) At Harman's request, Seller must furnish to Harman other information and data of Seller which Harman deems necessary to understand and apply such information and data and grant to Harman permanent, paid-up, royalty-free, nonexclusive, worldwide, irrevocable licenses, with rights to sublicense, to make, have made, use, have used and sell, have sold, market, have marketed, and additionally, in the case of software, decompile and reverse engineer under any other patents owned or controlled by Seller which cover any application of such information and data.

33. Special Warnings. Prior to and with the shipment of goods purchased under the Order, Seller must furnish Harman sufficient warnings and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Harman and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Harman.

34. No Implied Waiver. The failure of either party at any time to require performance of the other party of any provision of the Order will in no way affect the right to require such performance at any time in the future, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any succeeding breach of the same or any other provision.

35. Relationship of Parties. Seller is solely an independent contractor of Harman and neither party will be the servant, agent, partner or joint venturer of the other.

36. Quality Assurance. Seller must comply with all quality standards and quality assurance procedures specified by Harman, including those contained in Harman's Supplier Quality Manual.

37. Duty Drawback Rights. Upon Harman's request, Seller shall cooperate fully with Harman in pursuing any duty drawback to which Harman may be entitled in connection with the export by Harman of any goods imported by Seller and provided to Harman under this Agreement, or goods incorporating or manufactured by Harman from such imported goods. Without limitation, Seller shall: (a) promptly provide all information necessary to support any such drawback claims filed by Harman, including U.S. Customs entry numbers, entry dates, quantities and descriptions of goods, customs values, and the rates and amounts of duties paid by Seller; and (b) execute certificates of delivery and any other documentation reasonably required to complete Harman's drawback claims.

38. Advertising; Confidentiality. Seller may not, without first obtaining the written consent of

Harman, in any manner advertise or publish the fact that Seller has contracted to furnish Harman goods or services, or use any trademarks or trade names of Harman in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Harman will have the right to cancel the undelivered portion of any goods or services covered by the Order and will not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation. All information provided by or on behalf of Harman to Seller or its employees, agents, subcontractors, or representatives may be used only for the purpose of fulfilling an Order, and must be held by Seller, and Seller must cause its employees, agents, subcontractors, and representatives to hold such information, in strictest confidence until such time as the information becomes public through no fault of any of them.

39. Technical Information Disclosed to Harman. Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller has disclosed or may in the future disclose to Harman in connection with the goods or services covered by the Order. Seller must furnish to Harman, or any other party designated by Harman, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under the Order.

40. Trademarks. Harman grants to Seller a nonexclusive, personal, nontransferable license in the countries in which Seller manufactures goods to use Harman's trademarks, service marks, trade names, copyrights, insignia, emblems, slogans, logos, commercial symbols, signs, and trade dress by which Harman products are identified and publicized (the "Trademarks") solely for the purposes of, and in connection with, the manufacture and supply of goods under the Order to Harman. Seller will not use any other trademark, trade name, logo or service mark in combination with any of the Trademarks. Seller may not use any translation or transliteration of the Trademarks. All uses of the Trademarks must appear identical in substance to the Trademarks as they appear in any instructions received from Harman. Seller will comply with Harman's quality control policies and procedures. Seller agrees to adhere to all graphic, verbal, thematic, and other standards, specifications, guidelines, and requirements for the use of the Trademarks provided by Harman. Seller will permit inspection of Seller's operations and provide Harman with product specimens and related items upon Harman's request. Harman will have the right to immediately terminate this Agreement in the event Seller fails to adhere to Harman's quality control policies and procedures. Seller acknowledges and agrees that Harman owns all right, title and interest in and to the Trademarks worldwide, and that Seller will not acquire and may not claim any rights in or title to the Trademarks or any translations or transliterations of the Trademarks adverse to Harman. If at any time Seller acquires any rights in, or trademark applications or registrations for or including the Trademarks, or trade names or domain names for or incorporating the Trademarks, upon Harman's request and at no expense to Harman, Seller will assign all such rights, applications, registrations or domain names to Harman. Seller's use of the Trademarks will inure to the benefit of Harman. Seller is estopped from challenging the validity of the Trademarks or from asserting any claim adverse to Harman. Upon expiration, termination, or cancellation of the Order, all licenses and rights granted by Harman to Seller will terminate and Seller will immediately discontinue all use of the Trademarks and, at Harman's option, either (1) deliver to Harman or another party specified by Harman or (2) immediately destroy all materials bearing the Trademarks.

41. Continuing Obligations; Termination or Cancellation. Seller's obligations under the Order (including its obligations under paragraph 15) will continue for as long as Harman's obligations to its customers continue. Accordingly, no termination or cancellation of the Order by Seller (including any termination or cancellation in breach of the Order and any termination or cancellation otherwise permitted under applicable law) will be effective as long as (a) the program for which the Order is issued is in development, (b) the program for which the Order is issued is in production, or (c) Harman has an obligation to deliver service or replacement parts for the program for which the Order is issued.

42. Waiver of Jury Trial. Each of Harman and Seller acknowledges that the right to a trial by jury is a constitutional right. Each of Harman and Seller also acknowledges that the constitutional right to a trial by jury may be waived. After consulting with their respective attorneys or having the opportunity to do so,

Harman and Seller knowingly and voluntarily waive all rights to a trial by jury regarding any dispute whatsoever that may arise in connection with the Order.

Supplemental Provisions Applicable to Tooling

43. Tooling Order. If the Order relates to tooling or related capital items, Seller will design and fabricate, rework, or acquire from such sources as Harman has given prior approval, and install the tools, dies, fixtures, molds), or patterns, described in the order (“Tooling”), subject to these Terms and Conditions.

44. Samples, Status. Seller must, at its own expense, manufacture a reasonable number of sample parts on the Tooling for inspection or testing by Harman to ensure the capability of the Tooling to produce parts which meet applicable industry quality standards and Harman’s quality standards. In addition to Seller’s obligations under paragraph 8, to the extent technically feasible, the Tooling must be designed and fabricated to be sufficiently durable to support the manufacture of all production and service requirements through the production and service lifetime of the part and also permit the production of Harman’s subsequent service and replacement requirements. The Tooling will be deemed to be completed when the necessary samples have been submitted and approved by Harman. Harman may request Seller to furnish semi-monthly (or more frequently at Harman’s option) status reports on the construction or acquisition of the Tooling. Each status report must identify the Tooling, identify the subcontractors working on the Tooling, if any, and designate the percentage of completion of the work. Seller will notify Harman immediately upon becoming aware that the Tooling may not be completed by the completion date specified in the Order and Seller must furnish to Harman a schedule of the actions that Seller will take, at Seller’s expense, to achieve completion on the specified completion date.

45. Title, Identification. All right, title, and interest in and to any part of the Tooling will pass to Harman as soon as it is acquired or fabricated in accordance with the Order. None of the Tooling may be used in the production, manufacture or design of any goods or materials except to the order of Harman. All Tooling in the possession of Seller will be deemed to be bailed property. Seller will (i) properly house and maintain such property on Seller’s premises, (ii) prominently mark it Property of Harman, (iii) refrain from commingling it with the property of Seller or with that of a third party, and (iv) adequately insure it against loss or damage. Seller will indemnify Harman against any claim adverse to Harman’s ownership of the Tooling, except as such claims may result from any acts or omissions of Harman. To the extent permitted by law, Seller waives its right to object to the repossession of the Tooling by Harman in the event Seller is involved in bankruptcy proceedings. While in its possession, Seller, at Seller’s expense, must maintain the Tooling in first class condition and immediately replace any items which are lost or destroyed or become worn out. All repaired or replaced Tooling will be the property of Harman. Wear and repair of the Tooling is Seller’s responsibility. None of the Tooling may be removed from Seller’s premises without Harman’s written consent. Seller must keep such records in relation to the Tooling as Harman may reasonably require. Seller may not sell or otherwise convey any product using Harman’s Tooling to any party other than Harman, except where specifically authorized by Harman in writing. Seller’s responsibility under this paragraph continues beyond the expiration date of the related parts Order. If the Tooling is not utilized to produce any parts for Harman for a period of five years, Seller must so notify Harman and request instructions as to the disposition of the Tooling. If Seller subcontracts all or any portion of the manufacture of the Tooling, Seller must so notify Harman in advance and obtain for Harman all of the rights contained in this paragraph from each such subcontractor used by Seller.

46. Tooling Invoices, Payment. Upon completion of Tooling, and upon approval by Harman of the initial samples manufactured by Seller, Seller will furnish an invoice to Harman at the billing address on the face of the Order. Payment for Tooling will be made in accordance with Harman’s normal payment terms unless stated otherwise on the Tooling Order. If the Order designates that it is not competitively placed or based on affordable targets, Harman’s payment obligation will be no more than the specified maximum, if any, for (i) Seller’s actual costs for purchased materials and services (including purchased

Tooling and portions thereof), and (ii) Seller's actual cost for direct labor and overhead. Seller must establish a reasonable accounting system that enables ready identification of Seller's cost.