

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the "Terms and Conditions") shall control the purchase of any Products or Services (defined below) by Hyperion Materials & Technologies, Inc. or any of its affiliates, including but not limited to direct or indirect parents and subsidiaries (the "Buyer") from the party selling the applicable Products or Services (the "Seller"). References to "Products" include items sold by Seller to Buyer pursuant to the Terms and Conditions or incorporated in Services Buyer purchases from Seller. References to "Services" include any services performed by Seller for Buyer in connection with the sale of Products by Seller hereunder.

1. APPLICABILITY. Any Products or Services which Buyer purchases from Seller by electronic, post, paper or any other form of transmission, are purchased subject to these Terms and Conditions. If these Terms and Conditions are construed to be an offer, this offer expressly limits acceptance by the Seller to the terms of this offer and notice of objection to any different or additional terms is hereby given. If these Terms and Conditions are construed to be an acceptance of an offer, this acceptance is expressly conditioned upon Seller's assent to any different or additional terms contained in these Terms and Conditions. If Seller already has an executed purchase agreement currently in effect with Buyer or enters into the same in the future, then the terms of such signed purchase agreement (as the same may be amended from time to time) shall prevail in the event of any conflict between these Terms and Conditions and such purchase agreement. If Seller does not already have or enter into an executed purchase agreement with Buyer, then these Terms and Conditions shall constitute the complete agreement with respect to the Products or Services.

2. PRICING; PAYMENT.

(a) Unless otherwise provided elsewhere in these Terms and Conditions, prices are: (i) stated in U.S. dollars; (ii) not subject to increase for the quantity of Products or for the duration of the performance of the Services to which these Terms and Conditions relate; and (iii) to include all amounts as contemplated by the term "Delivered Duty Paid" or "DDP" as defined in Incoterms 2020 at a facility designated by Buyer. Seller shall not invoice Buyer for any charges or fees of any kind unless specifically agreed upon by Buyer in writing.

(b) Unless otherwise provided in writing signed by Buyer, payment shall be net 90 days from date of Buyer's receipt of an invoice following Buyer's acceptance of the applicable Products or Services, as applicable. All invoices shall be stated in U.S. dollars and shall be payable in U.S. dollars, unless Buyer agrees otherwise in writing.

(c) Unless prohibited by law, Seller shall separately indicate on its invoices any taxes imposed on the sale or delivery of Products or Services. Buyer shall reimburse Seller for any sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Seller or any duties or other import fees) actually paid by Seller which are properly imposed upon Seller as a result of the sale of Products or Services. With notice to Seller, Buyer may pay such taxes directly to the taxing authority where allowed by law. Seller shall promptly remit all taxes paid by Buyer to the appropriate taxing authority and shall be solely responsible for any late fees or other charges incurred as a result of any delay thereof. Upon Buyer's request, Seller shall provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer.

3. TRANSPORTATION; DELIVERY.

(a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller shall promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date. Buyer has no obligation to accept deliveries that are not made on or prior to the required delivery date. If Seller fails to meet a required delivery date, Buyer may procure replacement products or services without any liability whatsoever. Seller shall be responsible for all costs incurred by Buyer as a result of early or late deliveries, including but not limited to costs for any returns of such late delivered goods.

(b) Unless otherwise agreed upon in writing and signed by Buyer, delivery shall occur, and title and risk of loss shall transfer, when: (i) with respect to Products not incorporated into Services, Products pass into Buyer's storage facility designated by Buyer from time to time; and (ii) with respect to Products incorporated into Services, the completed Services have been accepted by Buyer.

4. INSPECTION. Buyer may inspect and test all Products and Services and all materials, equipment and facilities utilized by Seller in producing Products or providing Services for Buyer. Seller shall maintain an inspection and testing system for the same that is acceptable to Buyer and shall keep records of all inspection and testing data and, with respect to Products, samples of each Product lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Seller shall deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each Product lot shipped.

5. REPRESENTATIONS AND WARRANTIES.

(a) Seller represents and warrants that all Products and Services shall be: (i) free from any claims, liens and encumbrances of third parties; (ii) sold in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) free from defects in design, material, workmanship or otherwise; (iv) in compliance with all other requirements of these Terms and Conditions; and (v) merchantable and fit for their intended purpose. Seller further represents and warrants that all Services shall be performed in accordance with the highest standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. The above representations and warranties shall be in effect for a period of eighteen (18) months from the date of receipt by Buyer or twelve (12) months from the date of final acceptance by Buyer, whichever is later. If any Products or Services fail to conform to the representations and warranties, Seller, at Buyer's option, shall: (i) with respect to Products, replace or repair the nonconforming Products; (ii) with respect to Services, re-perform all Services necessary to correct any such nonconformity; or (iii) refund the purchase price of the nonconforming Products or Services and any related costs incurred by Buyer (including but not limited to the cost of any returns). Any replacement Products or Services also shall be subject to Seller's representations and warranties and the above warranty period. The warranty period for repaired products shall be extended to account for the time lapsed until

the repair was completed. If Seller does not replace, repair or re-perform, as directed by Buyer, within a reasonable time after receiving notice from Buyer, Buyer may do so at Seller's expense.

(b) Any rights or remedies of Buyer set forth in these Terms and Conditions are not exclusive and Buyer also has all rights and remedies available under applicable law, all of which shall continue in full force and effect notwithstanding acceptance by Buyer of all or part of the Products or Services in respect of which such representations, warranties and remedies are applicable.

6. QUANTITY TERMINATION; ORDER CHANGES.

(a) Buyer may, by written notice to Seller, terminate its purchase of any quantity of Products or Services (i) for convenience, (ii) if Seller fails to complete or deliver any part thereof when required, and (iii) if Seller is in breach of these Terms and Conditions, immediately prior to the delivery thereof. If terminating for convenience, Buyer shall pay Seller termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered Products or Services prior to the date of Buyer's termination notice; provided Seller takes all steps reasonably necessary to mitigate such costs. Seller shall notify Buyer of the actual termination charges within thirty (30) days after termination. If termination is due to a failure of or untimely completion or delivery by Seller or breach of these Terms and Conditions by Seller, no termination charges shall apply, Buyer may procure substitute Products or Services, and Seller shall be liable to Buyer for any excess costs incurred by Buyer.

(b) Prior to shipment or completion, Buyer may request changes with respect to the Products or Services to be provided, including without limitation, changes in method of shipping or packing, time or place of delivery and increases or decreases in delivered quantity. Upon receiving notice of any such requested changes from Buyer, Seller shall promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Seller shall agree on any price adjustment before implementing any such change.

7. COMPLIANCE WITH LAWS. Seller represents, warrants, certifies and covenants that: (i) Seller shall comply with all applicable foreign, federal, state and local laws, rules, codes of practice, regulations, ordinances, promulgated guidance and orders in performing its obligations under the Terms and Conditions, including, but not limited to environmental, health and safety laws and regulations, any laws and regulations pertaining to the import or export of goods or transactions involving restricted parties, and those dealing with equal employment opportunity, including any license or permit requirements; (ii) Seller shall take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality; (iii) each chemical substance constituting or contained in Products transferred under these Terms and Conditions is not on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended, the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction to which the Products will likely be shipped; (iv) the Products (1) have not been or will not be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture and

(2) do not contain arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium, or chemicals restricted under the Montreal Protocol or above any regulatory limit under the law of the countries into which the Products are shipped, unless expressly agreed otherwise by Buyer in writing; (v) to the extent that any of the Products contain a hazardous chemical, material or substance, Seller shall provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), and any other applicable foreign, federal, state or local law, rule or regulation, and mandated labeling information; (vi) Seller shall not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with these Terms and Conditions; (vii) Seller shall not sell, import, or export, any Products or perform any Services to or for Buyer without first obtaining all licenses or permits from any applicable government agency of the United States or any other applicable country or sovereign entity, including but not limited to the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law; (viii) Seller has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into Products or Services supplied under these Terms and Conditions shall be in conformance with the requirements of 7(i) to (iv) above; and (ix) Seller shall have and comply with, and at Buyer's request provide Buyer with a copy of, a company security and crisis management policy that, at a minimum, provides for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials.

8. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS.

(a) Seller shall: (i) maintain any information received from Buyer in connection with these Terms and Conditions ("Confidential Information") in strict confidence by using the same degree of care it uses in safeguarding its own confidential business information, but in no event less than a reasonable degree of care; (ii) use Confidential Information only as necessary to fulfill its obligations under these Terms and Conditions; (iii) disclose Confidential Information only to its officers, employees, advisors, and affiliates who have a need to know such Confidential Information in connection with such use (each a "Representative") and then only after each such Representative has been advised of the obligations contained in this Agreement and such Representative is bound by such obligations in writing; and (iv) promptly upon the request of Buyer, return all Confidential Information to Buyer and destroy all compilations, analyses and other materials which contain any Confidential Information;

provided that Seller may retain one copy of the Confidential Information received by it for purposes of (A) proving what information it did or did not receive hereunder in the event of a future dispute or (B) complying with governmental regulatory requirements. Notwithstanding anything contained herein, Seller agrees to be responsible for any unauthorized use or disclosure of Confidential Information by any of its Representatives or any other action or omission by any of its Representatives which would constitute a breach of these Terms and Conditions if such Representative was a party to this Agreement to the same extent as Seller is a party hereto. Upon termination of these Terms and Conditions, all Confidential Information shall be returned to Buyer, or at Buyer's option, destroyed by Seller and an executive officer of Seller shall certify in writing to Buyer that it has complied with the foregoing. Seller shall not make any announcement or release any information concerning these Terms and Conditions to any other person or entity, including the press or any official body, unless prior written consent is obtained from Buyer.

(b) Seller may use and disclose any Confidential Information to the extent required by an order of any court or other governmental authority but only after Buyer has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such Confidential Information in connection with such disclosure.

(c) All drawings, models, specifications and other documents and materials prepared by Seller specifically in connection with the Products or Services supplied under these Terms and Conditions shall become Buyer's property and be delivered to Buyer: (i) upon request by Buyer; (ii) upon completion, abandonment or postponement of the Services or delivery of the Products; or (iii) upon termination of these Terms and Conditions. Seller hereby assigns all worldwide rights, title and interest that it has in and to all such documents and materials to Buyer.

(d) Seller agrees that in the event of a breach or threatened breach of the covenants set forth in this Section 8, Buyer shall be entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief, which remedy shall be cumulative and in addition to any other rights

and remedies to which Buyer may be entitled, without necessity of posting bond or other security. Seller acknowledges that a breach of any of the covenants set forth in this Section 8 would result in immediate and irreparable injury to Buyer.

9. INTELLECTUAL PROPERTY INFRINGEMENT. Seller represents and warrants that the sale or use of the Products or Services provided to Buyer shall not infringe or contribute to the infringement of any patents, trademarks, know-how, designs, copyrights, intellectual property rights or any similar rights, registered or unregistered, anywhere in the world. Seller covenants to defend and indemnify Buyer, its affiliates, successors and customers against every suit or claim for alleged infringement which may be brought against Buyer or its affiliates, successors and customers and to pay all expenses and fees of counsel incurred in defending such suit or responding to such claim, and all costs, damages, profits or other recoveries in every such suit. If any Product, the Services, or any part thereof is held to constitute an infringement, or if Seller or Buyer reasonably believes that infringement is likely, Seller shall, at its expense, obtain for Buyer a license to use the Product or Services, or replace or modify the Product or Services in a manner satisfactory to Buyer, so as to avoid the infringement without any degradation of performance. Seller shall not assert any of its patent or other intellectual property rights against Buyer or Buyer's affiliates or customers worldwide in connection with any use of Products or Services provided to Buyer by Seller in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of Buyer or Buyer's affiliates or customers.

10. QUALITY.

(a) Seller shall not change the manufacturing process, raw materials or proportions of raw materials used in Products delivered to Buyer under these Terms and Conditions unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Seller shall be liable for all losses and damages that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller shall provide samples of Products produced with the proposed change to test in Buyer's manufacturing process.

(b) Seller shall participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of Products and Services.

11. CUSTOMS AND TRADE.

(a) Unless otherwise agreed by Buyer in writing, Buyer shall not be a party to the importation of Products. All purchases under these Terms and Conditions shall be consummated subsequent to importation, prices shall be inclusive of all duties and other costs of customs clearance and Seller shall not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration, unless otherwise expressly agreed to in writing by Buyer. In any case where Buyer agrees to be the importer of record, Seller shall provide all information needed to effect customs entry into each country into which Products are to be imported.

(b) Seller shall provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on Products or articles manufactured from Products provided under these Terms and Conditions.

(c) Seller shall accurately indicate the country of origin of the Products provided under these Terms and Conditions on the customs invoice and other applicable documentation. If applicable, Seller shall provide certificates of origin relating to the Products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

12. SERVICES/LIENS; SITE RULES; INSURANCE.

(a) Seller shall obtain waivers and releases of all liens which may be imposed by any of its subcontractors against Products or Buyer's premises or the improvements thereon. Seller shall defend, indemnify, and hold harmless Buyer with respect to any such liens.

(b) Seller shall conform strictly to all of Buyer's site rules and regulations when performing Services on Buyer's premises. Seller shall obtain a copy of Buyer's site rules.

(c) Seller shall obtain, and thereafter maintain at all times, the following minimum insurance coverage: (i) Worker's compensation insurance as required under the applicable laws of the jurisdiction in which the Services are to be performed; (ii) Employer's Liability insurance as required under the applicable laws of the jurisdiction in which the Services are to be performed, subject to a limit of \$1,000,000; (iii) Comprehensive General Liability insurance with a single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damages; (iv) Automobile insurance for owned or hired vehicles covering bodily injury, death and property damage, with a single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (v) Network Risk and Cyber liability insurance, including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense, in an amount of not less than \$1,000,000 per occurrence; and (vi) Umbrella Coverage insurance with aggregate limits of \$5,000,000; and . All required insurance shall be with companies licensed in the jurisdiction in which the Services are performed and acceptable to Buyer. No insurance shall be deemed to be in effect until satisfactory certificates thereof are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or

material change to, the policy. In addition, all such policies shall name Buyer as an additional insured and contain a waiver of subrogation against Buyer. Seller shall also require insurance from all of its subcontractors with the same coverage and limits as set forth in this Section 12.

13. INDEMNIFICATION. Seller shall fully defend, indemnify, hold harmless and reimburse Buyer, its officers, directors, shareholders, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Seller in these Terms and Conditions; (b) any negligence or willful misconduct of Seller or its agents or subcontractors in connection with its performance under these Terms and Conditions; (c) any litigation, proceeding or claim by any third party relating to the obligations of Seller under these Terms and Conditions; (d) any personal injury (including death) or any damage to or loss or destruction of property attributable to Seller's performance under these Terms and Conditions; and (e) Seller's use, control, ownership, or operation of its business and facilities, except to the extent caused by the negligence of Buyer. Seller agrees to include this clause in any permitted assignments or subcontracts issued hereunder.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND SUPPLIERS OF ANY TIER), BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE) DAMAGES WHATSOEVER.

15. BUYER'S PROPERTY. Unless Buyer otherwise agrees in writing, all tools, equipment or other materials furnished to Seller by Buyer are the personal property of Buyer. Whenever practical, Seller shall adequately identify Buyer's property and safely store it separately and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall use such property only in fulfilling its obligations under these Terms and Conditions. While in Seller's custody or control, Buyer's property shall be held at Seller's risk, kept insured by Seller at Seller's expense, and subject to removal at Buyer's request.

16. SET-OFF. Buyer may offset any amount owing at any time from Seller to Buyer or any of its affiliates against any amount payable at any time by Buyer under these Terms and Conditions.

17. FORCE MAJEURE.

(a) Delay in performance or non-performance of any obligation of Seller or Buyer under these Terms and Conditions shall be excused to the extent such failure or non-performance is caused by Force Majeure. "Force Majeure" means any cause preventing performance of an obligation under these Terms and Conditions which is beyond the reasonable control of the Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of a governmental authority, and acts of God. Notwithstanding the foregoing, in no event shall Seller's ability to sell Products or Services at a better price or Seller's economic hardship in buying raw materials necessary to manufacture Products at a commercially reasonable price constitute Force Majeure.

(b) A party affected by Force Majeure shall: (i) promptly provide notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of Force Majeure, deliveries or acceptance of deliveries of Products or Services which have been suspended shall not be required to be made up on the resumption of performance and, to the extent not otherwise permitted under these Terms and Conditions, Buyer shall have the right to purchase products and services from other sources during the period of Force Majeure. If a Force Majeure event extends for more than sixty

(60) days, these Terms and Conditions may be terminated upon written notice by the party not declaring Force Majeure without any liability on its part. Any amounts of products or services purchased by Buyer from a party other than Seller during a period in which Seller has claimed a Force Majeure shall count toward any requirements contract that Buyer has with Seller, if any.

(c) If a Force Majeure compels Seller to allocate deliveries of Products or Services, Seller shall make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output as was purchased by Buyer prior to the Force Majeure. Seller shall use best efforts to source Products or other items, at Seller's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates.

18. TERMINATION.

(a) Buyer or Seller may terminate these Terms and Conditions upon thirty (30) days' prior written notice if the other party breaches any material term or files for bankruptcy; provided, however, that during such notice period, the party in default may cure its default and thereby abate the termination. In the event Seller has not complied in any respect with Sections 7, 8 or 9 above, Buyer shall have the right to immediately terminate these Terms and Conditions. After receipt of a notice of termination, Seller shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete the continued portion of these Terms and Conditions; and (iii) terminate all subcontracts to the extent that they relate to the work terminated.

(b) Buyer may terminate these Terms and Conditions at any time and without liability for convenience by providing written notice of such termination to Seller.

19. ACCESS AND AUDIT. In order to assess Seller's work quality and compliance with these Terms and Conditions, Seller shall permit Buyer access to (i) all locations where work is performed in connection with the Products or Services provided pursuant these Terms and Conditions and (ii) Seller's books and records relating to Products or Services provided pursuant to these Terms and Conditions.

20. ASSIGNMENT. Seller may not assign or subcontract its obligations under these Terms and Conditions (by operation of law or otherwise) without the prior written consent of Buyer, which shall not unreasonably be withheld. Any assignment or subcontract by Seller without Buyer's prior written consent shall be void. Notwithstanding any such assignment or subcontract, Seller shall remain jointly and severally liable for any breach of these Terms and Conditions by any such assignee or subcontractor. Buyer may assign these Terms and Conditions, in whole or in part, to any affiliate or to any third party at any time. These Terms and Conditions shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and permitted assigns.

21. INCORPORATION; ENTIRE AGREEMENT; ETC.

These Terms and Conditions shall apply and be deemed incorporated into all purchase orders placed by Buyer with Seller, whether or not these Terms and Conditions are expressly referenced therein. These Terms and Conditions constitute the entire agreement between Buyer and Seller and supersede any and all prior representations, agreements or understandings, whether oral or written, relative to the Products and Services delivered hereunder. No course of dealing or usage of trade shall be relevant to supplement or explain any of these Terms or Conditions. No modification of these Terms and Conditions shall be effective unless made in writing and executed by Buyer. In the absence of Seller's written acceptance of these Terms and Conditions, the shipment by Seller of any Products to Buyer or performance of any Services for Buyer by Seller shall constitute acceptance of these Terms and Conditions. Seller's execution of these Terms and Conditions (or acceptance of these Terms and Conditions by shipment of Products or performance of Services) is duly authorized by all necessary corporate action on its part. These Terms and Conditions constitute a valid and binding agreement enforceable in accordance with the terms contained herein. The waiver by any party hereto of a breach of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach.

22. GOVERNING LAW; JURISDICTION.

(a) These Terms and Conditions and all questions relating to their validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods or the United Nations Convention on the Limitation Period in the International Sales of Goods as amended; but rather, shall be governed by the laws of the State of Ohio, including its provision of the Uniform Commercial Code, except as otherwise set forth

herein. The original version of the Terms and Conditions has been written in English and the parties hereby agree that the original English version shall be the sole legal and binding version. The parties hereby waive any right each may have under any other law to have these Terms and Conditions written in another language.

(b) Buyer and Seller: (i) agree that all actions and proceedings relating directly or indirectly to these Terms and Conditions shall be litigated in the state or federal courts located in Franklin County, Ohio; (ii) consent to the jurisdiction and venue of any such court and consent to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waive any and all rights they may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding. Each party further waives the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to, these Terms and Conditions.

23. SEVERABILITY. The provisions of these Terms and Conditions shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of these Terms and Conditions.

24. CODE OF CONDUCT. Seller represents and warrants that it is in compliance with Buyer's Supplier Code of Conduct, which can be found at hyperlink <https://www.hyperionmt.com/globalassets/termsandcond/hyperion-mt-supplier-code-of-conduct.pdf> (the "Supplier Code of Conduct"). Seller shall remain in compliance with the Code of Conduct at all times during which it is selling or providing Products or Services under these Terms and Conditions and agrees that it shall abide by any subsequent amendments to the Code of Conduct.

25. CONFLICT MINERALS. Seller certifies that none of the materials or parts supplied by Seller to Buyer in connection with its provision of the Products or performance of the Services are from the Democratic Republic of the Congo or any "adjoining country," as such term is defined in section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

26. DATA SECURITY. The Supplier hereby guarantees that it and all its subcontractors involved in the performance of this contract have implemented technical and organizational security measures to ensure the security of sensitive data and protect against any security breaches that could lead to the destruction or unauthorized disclosure of sensitive data. Such security measures shall include but are not limited to: (a) conducting regular security audits and vulnerability assessments; (b) training personnel on data security best practices; (c) maintaining an incident response plan to handle potential data breaches; and (d) updating security policies to adapt to emerging threats. In the event of a data breach involving Hyperion data, the Supplier shall take immediate action to address and mitigate the adverse effects of the breach and notify Hyperion without undue delay. This notice shall include all the pertinent information available at that time (including the contact details for further information, a description of the nature of the breach, its likely consequences, and the measures taken to address the breach), with further details provided as they become available.