

LOCKHEED MARTIN AUSTRALIA PTY LTD

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**GENERAL PROVISIONS FOR
COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS**

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

(a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.

(d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAWS

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the Relevant Jurisdiction, without regard to its conflicts of laws provisions. The parties submit to the nonexclusive jurisdiction of the courts of that State or Territory. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract.

(b) SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations and ordinances of the Relevant Jurisdiction and the country where SELLER will be performing the Contract, except to the extent penalizable under or inconsistent with the laws of the Relevant Jurisdiction. Upon request by LOCKHEED MARTIN, SELLER shall provide evidence of compliance with applicable local, state, and federal laws, orders, rules, regulations, and ordinances (including the place of production or performance of the Work or any part thereof). SELLER shall procure all licenses/permits, pay all fees, and other required charges thereby and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority subject to the condition noted above regarding any such compliance not being penalizable under or inconsistent with the laws of the Relevant Jurisdiction. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

(c) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use in (i) the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration,

Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012) (BPR); and/or (ii) in countries with laws or regulations containing provisions substantially equivalent to REACH and comparable implementing regulations and laws of multi-lateral conventions (such as the Stockholm (Persistent Organic Pollutants) and Minamata (Mercury) Conventions).

(1) SELLER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR, and that no current requirement in any applicable chemical substance law and/or regulation REACH, CLP, or BPR prevents the sale or transport of SELLER's Work or substances in SELLER's Work in the EEA, or other applicable countries, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

(2) SELLER shall timely respond to any request from LOCKHEED MARTIN with all relevant information on the Work so that the intents of all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, SELLER shall provide all information necessary for LOCKHEED MARTIN and/or any downstream user to timely and accurately fulfill their obligations under all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

(3) SELLER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

(d) SELLER also represents that it will identify for every component or part of the Work, the chemical(s) present and any Chemical Abstracts Service (CAS) Registry Number(s), or similar identifying classification such as generic name and accession number to ensure compliance with TSCA or other applicable chemical substance regulation. This information shall be provided by SELLER for itself and all sub-tier suppliers to LOCKHEED MARTIN upon request.

3. ASSIGNMENT

(a) SELLER shall not assign or novate any of its rights or obligations under this Contract without the prior written consent of LOCKHEED MARTIN. LOCKHEED MARTIN may assign or novate any or all of its rights or obligations under this Contract by providing notice in writing to the SELLER.

(b) SELLER shall not subcontract the whole or part of the Work without the prior written consent of LOCKHEED MARTIN. SELLER shall at all times remain responsible for the portion of the Work provided by its permitted subcontractors.

(c) SELLER shall, if required by LOCKHEED MARTIN, procure that its officers, employees, agents and subcontractors engaged in the performance of the Work, execute a deed of confidentiality prior to the disclosure of any proprietary information belonging to LOCKHEED MARTIN or its customer.

(d) SELLER must not enter into a contract for any portion of the Work with an entity named by the Workplace Gender Equality Agency as an employer currently not complying with the Workplace Gender Equality Act 2002 (Cth).

4. CHANGE IN CONTROL OF SELLER

Prior to a potential change in control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such change in control, SELLER will promptly notify LOCKHEED MARTIN in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as LOCKHEED MARTIN may request, consistent with applicable law and confidentiality restrictions.

5. CHANGES

(a) The LOCKHEED MARTIN Procurement Representative may upon ninety (90) days' written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, LOCKHEED MARTIN shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

(c) SELLER must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from LOCKHEED MARTIN. If SELLER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, LOCKHEED MARTIN shall have the right to prescribe the manner of disposition of the property.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

6. COMPLIANCE WITH THE FOREIGN CORRUPT PRACTICES ACT AND OTHER ANTICORRUPTION LAWS AND REGULATIONS

(a) SELLER shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) *the Criminal Code Act 1995* (Cth), (ii) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (iii) the UK Bribery Act and (iv) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in SELLER's country or any country where performance of this Contract will occur. Compliance with the requirements of this clause is a material requirement of this Contract.

(b) In carrying out its responsibilities under this Contract –

(1) SELLER represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist LOCKHEED MARTIN or SELLER in obtaining or retaining business or directing business to any person.

(2) SELLER represents that it has an effective policy for detecting and preventing conflicts of interest and requires any owner, partner, officer, director or employee currently or previously holding political office or a role in government or with any supplier/ customer to avoid any actual or perceived conflict and to recuse themselves from participation where such a conflict may arise.

(3) SELLER shall notify LOCKHEED MARTIN if it becomes aware that any owner, partner, officer, director or employee of SELLER or of any parent or subsidiary company of SELLER is or becomes an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract.

(4) SELLER has not made and will not make, either directly or indirectly, any improper payments.

(5) SELLER has not made and will not make any facilitating payment (as that term is defined in the FCPA).

(6) SELLER shall promptly disclose to LOCKHEED MARTIN together with all pertinent facts any violation, or alleged violation of this clause in connection with the performance of this Contract, and further notify LOCKHEED MARTIN of any subsequent disposition related to the foregoing.

(c) SELLER shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.

7. CONFIDENTIALITY

(a) Each party must:

(1) keep the Confidential Information of the other party confidential;

(2) not use or copy the Confidential Information of the other party for any purpose other than to perform that party's obligations or exercise that party's rights under this Contract;

(3) only allow access to the Confidential Information of the other party to the employees, officers and agents of the [arty who have a need to know the Confidential Information and who are bound by obligations of confidence to that party to at least the standard contemplated by this clause 6;

(4) not disclose the Confidential Information of the other party to any third party; and

(5) not use the Confidential Information of the other party to the disadvantage of that other party.

(b) The obligations of confidence contemplated by this clause 6 does not apply in relation to Confidential Information of the other party to the extent that the Confidential Information is required to be disclosed under applicable law or the rules of a stock exchange, but only if the disclosing party has given the other party all available notice to enable the other party to attempt to remove that requirement and the disclosing party only discloses the minimum information required.

(c) Except to the extent required by law, SELLER (or any subcontractor of SELLER) shall not make any public release or confirmation or denial of same with respect to this Contract or the subject matter hereof without the prior written approval of LOCKHEED MARTIN. SELLER shall not use "Lockheed Martin", "Lockheed Martin Australia", "Lockheed Martin Corporation" or any other trademark or logo owned by LOCKHEED MARTIN or Lockheed Martin Corporation, in whatever shape or form, without the prior written approval of LOCKHEED MARTIN.

8. CONTRACT DIRECTION

(a) Only the LOCKHEED MARTIN Procurement Representative has authority on behalf of LOCKHEED MARTIN to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) LOCKHEED MARTIN engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the LOCKHEED MARTIN Procurement Representative.

9. COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to LOCKHEED MARTIN under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to LOCKHEED MARTIN directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii)

SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of LOCKHEED MARTIN.

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

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

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

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

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

10. CUSTOMS/IMPORT MATTERS

(a) Upon LOCKHEED MARTIN's request, SELLER shall provide, or assist in obtaining, certificates of origin, declarations required to clear goods through the Australian Border Force and any other relevant government agencies, affidavits, proof of importation, and other signed customs forms as requested by LOCKHEED MARTIN to recover import duties related to the Work.

(b) SELLER shall maintain and make available to LOCKHEED MARTIN all records supporting any certificates of origin, declarations, the valuation of the Work for import purposes, and/or affidavits provided to LOCKHEED MARTIN as support for LOCKHEED MARTIN's claims for duty free or preferential duty treatment for five years after the date on which the aforementioned document(s) were provided.

11. DATA PROTECTION

If a party collects, holds, stores or processes Personal Information under or in connection with this Contract, the party must, and must procure that all its officers, agents, employees, subcontractors and subcontractor personnel to whom it discloses Personal Information:

(a) comply with the Privacy Laws and not do anything with Personal Information which would cause the other party to breach its obligations under the Privacy Laws;

(b) put in place appropriate technical and organisational measures in order to ensure the protection of Personal Information in accordance with the Privacy Laws and any applicable industry standards;

(c) use or disclose Personal Information only for the purposes of and in accordance with this Contract;

(d) not do any act or engage in any practice that would breach any Privacy Laws, or which if done or engaged in by the other party, would be a breach of that Privacy Law; and

(e) immediately when it becomes aware of a breach or possible breach by it or its officers, agents, employees, subcontractors and subcontractor personnel of any Privacy Laws, to the extent that such breach or possible breach relates to Personal Information disclosed to the party by the other party:

(1) notify the other party; and

(2) follow the reasonable directions of the other party in relation to such breach or possible breach.

12. DEFAULT

(a) LOCKHEED MARTIN, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) suffers an Insolvency Event; or (v) suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as LOCKHEED MARTIN may authorize in writing) to cure any such failure after receipt of notice from LOCKHEED MARTIN. Default involving delivery schedule delays, or Insolvency Events shall not be subject to the cure provision.

(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. LOCKHEED MARTIN may require SELLER to deliver to LOCKHEED MARTIN any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. LOCKHEED MARTIN and SELLER shall agree on the amount of payment for these other deliverables. LOCKHEED MARTIN shall be entitled to procure from any alternative source the supply of Work in replacement of the Work not delivered prior to the termination. Any additional costs incurred by LOCKHEED MARTIN in finding and arranging such alternative source shall be sums due and owing by SELLER to LOCKHEED MARTIN.

(c) Upon the occurrence and during the continuation of a default, LOCKHEED MARTIN may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(d) SELLER shall continue all Work not terminated or cancelled.

13. DEFINITIONS AND INTERPRETATION

The following terms shall have the meanings set forth below:

(a) "Asbestos Containing Material" has the meaning given in subregulation 5(1) of *the Work Health and Safety Regulations 2011 (Cth)*.

(b) "Business Day" means a day other than a Saturday, Sunday or public holiday in the Relevant Jurisdiction.

(c) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these terms and conditions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

(d) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

(e) "GST Amount" means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate.

(f) "Insolvency Event" means, in respect of a person:

a. the person: (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

b. the appointment of a Controller (as defined in the *Corporations Act 2001 (Cth)*), a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;

c. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001 (Cth)*;

d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009 (Cth)*);

e. the person being taken under section 459F(1) of the *Corporations Act 2001 (Cth)* to have failed to comply with a statutory demand;

f. an order or resolution for the winding up or deregistration of the person;

g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or

h. any analogous event under the law of any applicable jurisdiction.

(g) "LOCKHEED MARTIN" means Lockheed Martin Australia Pty Ltd (ABN 30 008 425 509).

(h) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognizant procurement organization to administer and/or execute this Contract.

(i) "Moral Right" has the meaning given in the *Copyright Act 1968* (Cth).

(j) "Personal Information" has the meaning given in the *Privacy Act 1988* (Cth).

(k) "Privacy Laws" means the *Privacy Act 1988* (Cth) and any other laws and codes of practice from time to time affecting privacy, Personal Information, or the collection, handling, storage, processing, use or disclosure of personal data, as well as the *Spam Act 2003* (Cth) and the *Do Not Call Register Act 2006* (Cth).

(k) "Related Body Corporate" has the meaning given in the *Corporations Act 2001* (Cth).

(l) "Relevant Jurisdiction" has the meaning given in the Purchase Order.

(m) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

(n) "WHS Legislation" the legislation applying in the relevant State or Territory regulating work, health and safety and includes any regulations, codes of practice and/or advisory standards made under or in connection with that Act or legislation.

(o) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

In this Contract, unless the contrary intention appears:

(1) headings are for the purpose of convenient reference only and do not form part of the Contract;

(2) the singular includes the plural and vice-versa;

(3) a reference to a person includes a body politic, body corporate or a partnership;

(4) if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;

(5) a reference to a law is a reference to any legislation of the Commonwealth, State or Territory, as amended from time to time, and includes a reference to any subordinate legislation;

(6) a reference to a clause includes a reference to a subclause of that clause;

(7) a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract; and

(8) the word "includes" in any form is not a word of limitation.

14. DISPUTES

(a) If a dispute arises under or in connection with this Contract, the parties must negotiate in good faith a resolution to such dispute before having recourse to an action at law or in equity. Nothing in this clause 14(a) prevents a party from making an application for urgent interlocutory relief.

(b) Until final resolution of any dispute, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

15. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

16. EXCUSABLE DELAY

(a) Subject to SELLER complying with its obligations under clause 16(b) SELLER shall be excused from, and shall not be liable for, failure of performance to the extent due to causes beyond SELLER's control and without SELLER's fault or negligence, including, but not limited to, acts of God or public enemy, acts of Government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather and delays of common carriers.

(b) In order to be excused from performance under (a):

(i) SELLER shall submit, within ten (10) calendar days of the start of the event causing delay, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of SELLER and not due to its negligence or fault and what efforts SELLER will make to minimize the length of delay; and

(ii) SELLER shall submit within ten (10) calendar days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay; and

(iii) SELLER shall support all reasonable enquiries and requests from LOCKHEED MARTIN to understand and mitigate the event and impact of the same both during and after the event; and

(iv) Any delay in the delivery schedule or any other changes needed to the Work arising from an excusable delay under clause 16(a) will only be effective upon completion of a contract amendment under clause 8(a).

(c) Notwithstanding clause 16(a) and (b), LOCKHEED MARTIN may in its absolute discretion refuse the application of clause 16(a) where it believes the circumstances set out by the SELLER under clause 16(b) are inadequate to warrant the application of clause 16(a).

(d) If the delay extends for thirty (30) days or more this Contract may be terminated by LOCKHEED MARTIN without additional cost and without liability to SELLER.

17. EXPORT CONTROL

(a) SELLER shall comply with all applicable Australian and U.S. and non-U.S. sanctions and export control laws, rules and regulations, specifically including but not limited to, the *Customs Act 1901* (Cth), the *Customs (Prohibited Export) Regulations 1958* (Cth), the *Defence Trade Controls Act 2012* (Cth), the International Traffic in Arms Regulation (“ITAR”), 22 C.F.R. 120 et seq., the Export Control Reform Act of 2018, the Export Administration Regulations (“EAR”), 15 C.F.R. 730-774, the Foreign Assets Control Regulations, 31 C.F.R. 500-598, EU controls on exports of dual-use items and technology implemented pursuant to Regulation (EU) 2021/821 (as amended), and UK controls on exports in the Export Control Act 2002, Export Control Order 2008 (as amended) and the Retained Dual-Use Regulation (collectively, “Trade Control Laws”). Items, technical data and services controlled by Trade Control Laws are referred to in this clause respectively as “export controlled” items, technical data and services. Without limiting the foregoing, SELLER shall not transfer export controlled item or data (or items and data developed from such items/data), including transfers to dual/third country nationals employed by or associated with, or under contract to SELLER or SELLER's lower tier suppliers, unless authorized in advance by an export authorization (e.g. Technical Assistance Agreement (TAA) or Manufacturing Licensing Agreement (MLA)), export license, license exception, or license exemption (collectively, “Export Authorization”), as required.

(b) SELLER shall notify LOCKHEED MARTIN if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing LOCKHEED MARTIN any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the LOCKHEED MARTIN Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the Defense Strategic Goods List, EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement’s List of Dual-Use Goods and Technologies, or other applicable export control list), and, shall notify the LOCKHEED MARTIN Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.

(c)(1) SELLER hereby represents that neither SELLER nor any parent, subsidiary, affiliate, Related Body Corporate, employee, or sublicensee or lower tier supplier of SELLER (i) are located within an ITAR §126.1 listed country, nor (ii) are included on any of the restricted party lists maintained by the Australian or U.S. Government, including the Consolidated List administered by the Australian Department of Foreign Affairs (“DFAT”), Specially Designated Nationals List administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department’s Bureau of Industry and Security (“BIS”), the List of Statutorily Debarred Parties maintained by the U.S. State Department’s Directorate of Defense Trade Controls, listed on the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, “Restricted Party Lists”).

(2) SELLER further represents that it shall immediately notify the LOCKHEED MARTIN Procurement Representative if SELLER or a Related Body Corporate of Seller is, or becomes, listed on any Restricted Party List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or Australian government entity or agency, or by any entity or agency of SELLER's own country.

(d) SELLER will provide prompt notice to LOCKHEED MARTIN, in adherence with applicable laws, the confidentiality restriction of the change of control agreement from the acquiring party of a change of control of SELLER, or any parent,

subsidiary, Related Body Corporate, or affiliate of SELLER, or any sublicensee or sub-tier supplier of SELLER, which becomes listed or their ownership is listed on any Restricted Party List, within or by an ITAR § 126.1 listed country, or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or Australian government entity or agency. To ensure compliance with the requirements of the applicable agency's regulations, if the intended sale or transfer of ownership is to a non-U.S. person or entity, SELLER shall provide LOCKHEED MARTIN with notice at least ninety (90) days prior to the effectiveness of such change of control.

(e) LOCKHEED MARTIN ITAR Controlled Technical Data can be provided only to SELLER's same country national employees. Third country national employees and/or dual country national employees of SELLER are not authorized to receive LOCKHEED MARTIN ITAR Controlled Technical Data without separate authorization and approval by LOCKHEED MARTIN and the U.S. Government.

(f) If ITAR Controlled technical data required to perform this Contract is exported pursuant to ITAR 124.13 to SELLER under a DSP-5, Offshore Procurement license, SELLER shall comply with the following:

(1) ITAR Controlled technical data shall be used only to manufacture the Work required by this Contract; and

(2) ITAR Controlled technical data shall not be disclosed to any other person except lower-tier subcontractors within the same country; and

(3) Any rights in ITAR Controlled technical data may not be acquired by any foreign person; and

(4) SELLER, including lower-tier subcontractors, shall return, or at LOCKHEED MARTIN's direction, destroy all of the ITAR Controlled technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms; and

(5) Unless otherwise directed by LOCKHEED MARTIN, SELLER shall deliver the Work only to LOCKHEED MARTIN in Australia or to an agency of the Australian Government.; and

(6) SELLER shall include the terms of this paragraph (f) in all lower-tier subcontracts issued when ITAR Controlled technical data is provided to the lower-tier subcontractor.

(g) Where SELLER is a signatory under a LOCKHEED MARTIN Export Authorization, SELLER shall provide prompt notification to the LOCKHEED MARTIN Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a government investigation, that could affect SELLER's performance under this Contract or (2) any change by SELLER that might require LOCKHEED MARTIN to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to LOCKHEED MARTIN all information and documentation as may reasonably be required for LOCKHEED MARTIN to prepare and submit any required Export Authorization applications. Delays on SELLER's part to submit the relevant information for export authorizations shall not constitute an excusable delay under this Contract.

(h) If sublicensing is authorized in writing by LOCKHEED MARTIN and the U.S. Government under a current and applicable TAA (or other Export Authorization), SELLER shall comply with the following:

(1) Obtain an ITAR Non-Disclosure Agreement (NDA) in the format approved by the U.S. State Department's Directorate of Defense Trade Controls ("DDTC") from each lower-tier Supplier subject to authorized in the applicable export authorization which SELLER will sublicense ITAR Controlled Technical Data to; and

(2) Provide a copy of the fully executed ITAR NDA to the LOCKHEED MARTIN Procurement Representative; and

(3) Upon completion of (1) and (2) above, Lockheed Martin will acknowledge receipt of the NDA and provide authorization to SELLER to provide LOCKHEED MARTIN ITAR Controlled Technical Data to its authorized lower-tier Suppliers; and

(4) SELLER shall not provide LOCKHEED MARTIN ITAR Controlled Technical Data to a lower-tier Supplier until after items (1) and (2) above have been completed; and

(5) LOCKHEED MARTIN ITAR Controlled Technical Data can be provided to SELLER's lower-tier Supplier's employees within the territory of the authorized country(ies) only; and

(6) Third country and dual country national employees of SELLER's authorized lower-tier Suppliers are not authorized to receive LOCKHEED MARTIN ITAR Controlled Technical Data without separate authorization and approval by LOCKHEED MARTIN and the U.S. Government.

(i) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees (on a solicitor-client basis), all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, directors, employees, consultants, agents, affiliates, successors permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

18. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

19. FURNISHED PROPERTY

(a) LOCKHEED MARTIN may, by written authorization, provide to SELLER property owned by either LOCKHEED MARTIN or its customer ("Furnished Property"). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in LOCKHEED MARTIN or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership. LOCKHEED MARTIN shall have the right to register its interest in the Furnished Property in the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth). SELLER will do all things reasonably requested by LOCKHEED MARTIN to give effect to such a registration. SELLER will notify LOCKHEED MARTIN of the address where the Furnished Property resides and will not move it without the prior written consent of LOCKHEED MARTIN.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify LOCKHEED MARTIN of, any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.

(d) Any tools for which LOCKHEED MARTIN pays full direct cost (excluding fixed overheads) are to be the property of LOCKHEED MARTIN. The SELLER shall not modify, alter or dispose of any such tools, in whole or in part, without the prior written consent of LOCKHEED MARTIN.

(e) At LOCKHEED MARTIN's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property within thirty (30) days and shall deliver or make such other disposal as may be directed by LOCKHEED MARTIN.

20. GRATUITIES/KICKBACKS

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LOCKHEED MARTIN supplier.

21. INDEMNITY

SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, Related Bodies Corporate and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees (on a solicitor-client basis), all expenses of litigation and/or settlement, and court costs, arising from (a) any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract, (b) by reason of property damage or loss or personal injury to any person caused in whole or in part by the acts or omissions of the SELLER, its officers, employees, agents, suppliers or subcontractors, or (c) out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

22. INDEPENDENT CONTRACTOR RELATIONSHIP

SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to LOCKHEED MARTIN.

23. INFORMATION ASSURANCE

(a) Information provided by LOCKHEED MARTIN to SELLER remains the property of LOCKHEED MARTIN. SELLER shall comply with the terms of any proprietary information agreement with LOCKHEED MARTIN and comply with all proprietary information markings and restrictive legends applied by LOCKHEED MARTIN to anything provided hereunder to SELLER. SELLER shall not use any LOCKHEED MARTIN provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of LOCKHEED MARTIN. SELLER shall maintain data protection processes and systems sufficient to adequately protect LOCKHEED MARTIN provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by LOCKHEED MARTIN to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including

notification within seventy-two (72) hours to LOCKHEED MARTIN after learning of the Incident. As used in this clause, “compromise” means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remediating Incidents shall be borne by SELLER.

(c) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(d) This subparagraph applies when SELLER personnel are required to have access to LOCKHEED MARTIN information systems to perform the Work. SELLER represents and warrants that it will only assign personnel to perform such Work: (1) to the extent it is necessary to perform the Work under the Contract; and (2) who have passed a background screening investigation which ensures the personnel have met standards evidencing a degree of trustworthiness appropriate to granting the personnel access to proprietary or other forms of sensitive data. SELLER will promptly notify LOCKHEED MARTIN if, at any time during Contract performance, the data supporting an approval or clearance for access to LOCKHEED MARTIN information systems becomes outdated, superseded, or inaccurate for any reason. In the event Contract requirements include that SELLER personnel have access to information provided by or on behalf of LOCKHEED MARTIN to SELLER that is subject to additional security access requirements (e.g., classified information, special access, etc.) then SELLER agrees that its personnel shall undergo additional background screening conducted by or on behalf of LOCKHEED MARTIN Security, if needed. Additionally, SELLER shall furnish LOCKHEED MARTIN Security with all data as LOCKHEED MARTIN may reasonably require is necessary to obtain or verify clearance for the personnel to be able to access such information.

(e) Work That Utilizes Artificial Intelligence Technology. *Artificial Intelligence (AI) Technology* is defined as technology that enables computers and machines to simulate human intelligence and problem-solving capabilities, including machine learning and generative artificial intelligence technologies such as large language models, chatbots, and other technologies that generate text, images, videos, or other content using generative models.

(1) In no event shall SELLER exploit information provided by or on behalf of LOCKHEED MARTIN to train, use, or input into any AI Technology except when and to the extent, in accordance with subpart (a), such training, use, or input is a requirement of the Contract. Even where it is a requirement of the Contract, in no event shall SELLER train, use or input Export Controlled Information included in the information provided by or on behalf of LOCKHEED MARTIN in its AI Technology.

(2) Where SELLER will use and/or deliver AI Technology, SELLER represents and warrants that: (A) it has proper license rights to use and/or provide and enable LOCKHEED MARTIN the right to use the AI Technology to lawfully fulfill obligations under the Contract, or otherwise owns the AI Technology; (B) it will not use any AI Technology in violation of the Contract, and (C) any such delivery and/or use of AI Technology complies with all applicable laws and regulations governing the creation and use of AI Technology. In no event shall Lockheed Martin Information be exposed to any open source or other third-party license terms that may require the disclosure, modification, or distribution of the Information.

(3) Upon LOCKHEED MARTIN's request, SELLER shall furnish information detailing the traceability of AI generated content, including source content where the AI generated content is created by the AI Technology under the Contract.

(f) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

24. INFORMATION OF SELLER

(a) SELLER shall provide LOCKHEED MARTIN with all information and documentation as may be reasonably required for LOCKHEED MARTIN to receive the benefit of the Contract.

(b) Where computer software is a deliverable of the Work or is otherwise embedded in the Work, SELLER shall provide the title(s), version(s), type(s) and licenses for the software (including any third party software components) as soon as practicable but no later than at the time of delivery.

(c) SELLER shall not provide any proprietary information to LOCKHEED MARTIN without prior execution of a proprietary information agreement by the parties.

25. INSPECTION AND ACCEPTANCE

(a) LOCKHEED MARTIN and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. LOCKHEED MARTIN's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, LOCKHEED MARTIN may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of LOCKHEED MARTIN necessary to enable such Work to comply in all respects with Contract requirements.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

(e) Unless otherwise specified, title to and risk in the Work shall pass to LOCKHEED MARTIN upon final acceptance. If under this Contract any part of the price is payable before delivery, the ownership of all material allocated for the Contract shall vest in LOCKHEED MARTIN when it is so allocated and SELLER shall mark the material accordingly, but it shall be at SELLER's risk until final acceptance of such Work by LOCKHEED MARTIN.

(f) LOCKHEED MARTIN may apply Special Product Assurance Requirements ("SPAR") to Purchase Orders which prescribe additional product or service requirements to the provision of the Work or for acceptance or receipt of the Work. Without limiting any other obligations of the SELLER pursuant to this Contract, if a Purchase Order specifies one or more SPAR in respect of the Work, the SELLER must comply with the applicable SPAR.

26. INSURANCE

(a) SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances:

- (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;
- (2) Such other insurances and on such terms and conditions as a prudent contractor, providing supplies and/or services similar to the Work, would procure and maintain; and
- (3) Such other insurance as LOCKHEED MARTIN may require.

(b) SELLER shall provide LOCKHEED MARTIN thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory with any insurance which LOCKHEED MARTIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

27. INTELLECTUAL PROPERTY

Paragraph (a) is NOT applicable for commercial off-the-shelf Work unless such Work is modified or redesigned pursuant to this Contract.

(a) SELLER agrees that LOCKHEED MARTIN shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Contract by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right, title, and interest in the foregoing to LOCKHEED MARTIN, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at LOCKHEED MARTIN's request and expense, all documentation necessary to perfect title therein in LOCKHEED MARTIN. SELLER shall maintain and disclose to LOCKHEED MARTIN written records of, and otherwise provide LOCKHEED MARTIN with full access to, the subject matter covered by this clause and that all such subject matter will be deemed information of LOCKHEED MARTIN and subject to the protection provisions of the clause entitled "Information of LOCKHEED MARTIN." SELLER shall assist LOCKHEED MARTIN, at LOCKHEED MARTIN's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause.

(b) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in Australia or any foreign country. SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, Related Bodies Corporate and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees (on a solicitor-client basis), all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by LOCKHEED MARTIN pursuant to this or a previous agreement with SELLER, SELLER grants to LOCKHEED MARTIN an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

(d) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to LOCKHEED MARTIN pursuant to this Contract shall become the sole property of LOCKHEED MARTIN. Nothing in this paragraph (d) assigns ownership of SELLER's intellectual property included on such medium to LOCKHEED MARTIN.

(e) SELLER represents and warrants that the use of the Work permitted by the Contract will not infringe the Moral Rights of the SELLER's officers, employees, agents, subcontractors or subcontractors' officers, employees or agents (together the "SELLER Parties"). SELLER shall ensure that none of the SELLER Parties institute, maintain or support any claim or proceeding against LOCKHEED MARTIN or its customers or any of their officers, employees or agents for infringement of any of the SELLER Parties' Moral Rights.

(f) In the event SELLER (i) experiences an Insolvency Event, (ii) obsoletes the Work, or (iii) is terminated for default in accordance with the clause entitled Default for SELLER's failure to provide the Work in accordance with Contract requirements, or SELLER provides written notice to LOCKHEED MARTIN that SELLER will no longer continue to provide the Work, then SELLER shall provide one or more of the following, at its option, to ensure LOCKHEED MARTIN is able to complete fulfillment of its higher-tier contract obligations with a replacement for the Work: (i) grant to LOCKHEED MARTIN a license in addition to that as set forth in subparagraph (c) to use SELLER's data and materials, and its underlying intellectual property contained therein, to develop a second source subject to confidentiality terms no less restrictive than those incorporated herein; (ii) provide transition assistance directly with a competent manufacturer satisfactory to LOCKHEED MARTIN, including licenses to SELLER's data and items directly with such manufacturer, to develop and qualify a replacement to the Work which meets LOCKHEED MARTIN's specifications for the Work; (iii) where there is a sufficient competitive marketplace for replacements for the Work from multiple vendors, assist LOCKHEED MARTIN in establishing or using modular system interfaces (including any defined in a system architecture model) sufficient to competitively award a contract to such vendors and provide assistance to such vendors in qualifying their replacement offerings for the Work; or (iv) where LOCKHEED MARTIN agrees, propose a last time buy for the Work.

(g) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

28. LANGUAGE AND STANDARDS

All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Contract shall prevail. Measurements of physical quantity shall be in Australian legal units as

prescribed under the *National Measurement Act 1960* (Cth), or, if Work is imported, units of measurement as agreed by the LOCKHEED MARTIN Procurement Representative.

29. NEW MATERIALS

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

30. NOTICES

Any notice hereunder given by one party to the other shall be sufficiently given if signed on behalf of that party and delivered at or posted to the other party's address as notified by that party from time to time.

31. PACKING AND SHIPMENT

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified, delivery is Delivery Duty Paid ("DDP"), in accordance with INCOTERMS 2020. Carrier and site of delivery for the Work shall be specified in the Contract.

32. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) LOCKHEED MARTIN's receipt of SELLER's proper invoice, (2) scheduled delivery date of the Work, or (3) actual delivery of the Work at the final destination.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHEED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHEED MARTIN.
- (c) LOCKHEED MARTIN shall have a right of setoff against payments due or at issue under this Contract or any other contract between the parties.
- (d) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.
- (e) The Contract price is firm and unless otherwise agreed includes all taxes (other than GST), royalties, fees or licenses which may be payable and the cost of any packaging, crating, marking, handling, insurance and any other costs and charges.
- (f) The prices stated in the Contract are firm, fixed prices in Australian Dollars.

(g) GST

(i) Terms defined in the GST Act have the same meaning when used in this clause, or in the definition of "GST Amount" unless expressly stated otherwise.

(ii) Unless expressly stated otherwise, any sum payable or amount used in the calculation of a sum payable under this Contract has been determined without regard to GST and must be increased, on account of any GST payable under this clause.

(iii) If any GST is payable on any taxable supply made under this Contract to the recipient by the supplier ("Supplier"), the recipient must pay the GST Amount to Supplier on the earlier of:

(A) the time of making payment of any monetary consideration on which the GST is calculated; and

(B) the issue of an invoice relating to the taxable supply.

(iv) The recipient must pay the GST Amount in the same manner as making payment of any monetary consideration on which the GST is calculated. Supplier must provide as a precondition for payment by the recipient of the GST Amount, a tax invoice or a document that the Commissioner will treat as a tax invoice.

(v) The amount recoverable on account of GST under this clause by Supplier will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause.

(vi) If either party is required to pay, reimburse or indemnify the other for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with this Contract, the amount must be reduced by the amount for which the other party (or representative member if this is not the other party) can claim an input tax credit, partial input tax credit, or other like offset.

33. PAYMENT TIMES PROCURE CONNECTED POLICY

(a) Unless otherwise defined in the Definitions clause of this Contract, all capitalized terms used in this clause shall have the meanings given to them in the Payment Times (PT) Procure Connected Policy (PCP) Guidelines.

(b) Where the SELLER is a PT PCP subcontractor pursuant to the PT PCP Policy as indicated as applicable on the Purchase Order:

(1) LOCKHEED MARTIN shall comply with the PT PCP Policy, including the obligation to provide and comply with a PT PCP Remediation Plan when required to do so by the PT PCP Policy Team;

(2) LOCKHEED MARTIN shall pay SELLER within 20 calendar days after the Acknowledgement of the Satisfactory Delivery of the Goods or Services and the receipt of a Correctly Rendered Invoice, provided this does not affect any other obligation to comply with applicable legislation that provides for a shorter payment period;

(3) Subject to clause 33(d) for payments made by LOCKHEED MARTIN after the payment is due, LOCKHEED MARTIN shall pay SELLER the unpaid amount plus interest on the unpaid amount calculated in accordance with clause 33(b)(4) below;

(4) Interest payable under clause 33(b)(3) will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Supplier effects payment as represented by the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

where:

'I%' for early payments	means the Reserve Bank of Australia cash rate target current at the date of payment expressed as a percentage;
'I%' for late payments	means the ATO sourced General Interest Charge rate current at the due date of payment expressed as a percentage;
'P'	means the amount of the early or late payment; and
'n'	means the number of days before or after the due date for payment that the payment is made.

(5) SELLER may make a complaint to the PT PCP Policy Team or to the Commonwealth Entity constituting the Customer (Department of Defence) in accordance with the PT PCP if there has been non-compliance with the requirements of clause 33;

(6) LOCKHEED MARTIN must respond to any complaint of non-compliance made;

(7) LOCKHEED MARTIN must complete a questionnaire (PT PCP Evaluation Questionnaire) in the form of Appendix C to the PT PCP if requested by the PT PCP Policy Team.

(c) Where the SELLER is a Reporting Entity Subcontractor, the SELLER must comply with the PT PCP Policy.

(d) If the SELLER is a Reporting Entity Subcontractor and the SELLER enters into a Reporting Entity Subcontract, the SELLER shall use reasonable endeavours to include clauses in the Reporting Entity Contract with obligations equivalent to those in clause 33(b) and 33(d) such that the obligations of this clause are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors.

(e) LOCKHEED MARTIN is not required to pay interest in accordance with clause 33(b)(3) if either:

(1) The Commonwealth has failed to pay LOCKHEED MARTIN in accordance with the timeframes and requirements under this Contract; or

(2) The amount of interest payable is less than \$100 (GST inclusive).

(f) SELLER agrees that if it is the subject of a complaint in relation to its compliance with clause 33 or the associated payment provisions of a Reporting Entity Subcontract:

(1) it will not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and

(2) it will cooperate in good faith with LOCKHEED MARTIN and/or the Commonwealth in connection with any investigation or inquiry and any attempt to resolve the complaint.

(g) A reference to the Commonwealth in this clause 33 includes the PT PCP Policy Team.

34. PLACE OF PERFORMANCE

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in SELLER's proposal, SELLER shall provide prior written notice to LOCKHEED MARTIN. Notification of changes to the place of performance from within Australia to a location outside Australia shall be provided by SELLER to LOCKHEED MARTIN at least six months in advance.

35. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence:

(1) Face of the Purchase Order and/or Task Order, release document, or schedule, as applicable, including any special terms and conditions; (2) this CorpDoc; and (3) the Statement of Work.

36. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized quality standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to LOCKHEED MARTIN and its customers.

37. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of LOCKHEED MARTIN. SELLER shall not use "Lockheed Martin," "Lockheed Martin Corporation," or any other trademark or logo owned by LOCKHEED MARTIN, in whatever shape or form, without the prior written consent of LOCKHEED MARTIN.

38. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for three (3) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall provide authorized representatives of LOCKHEED MARTIN and its customers, access to the SELLER's premises, and access to any of its records and accounts, relevant to or impacting on the performance of the Work, including the right to copy any records or accounts for the purposes of the Contract.

39. SEVERABILITY

If a provision of this Contract is declared invalid or unenforceable, it is to be read down or severed to the extent of the invalidity or unenforceability, and the remaining provisions of this Contract will remain in full force and effect.

40. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from LOCKHEED MARTIN, to the extent that such direction to stop Work is reasonably necessary for LOCKHEED MARTIN's legitimate interests, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, LOCKHEED MARTIN shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

41. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), confidentiality, anti-corruption, retention of records, disputes, independent contractor, governing law, and product support obligations shall survive the expiration or termination of this Contract.

42. TERMINATION FOR CONVENIENCE

(a) Each party reserves the right to terminate this Contract, or any part hereof, for its convenience. In the event of such termination, a party ("Terminating Party") shall terminate by delivering to the other party ("Other Party") a written Notice of Termination specifying the extent of termination and the effective date, which must be no less than ninety (90) days from the date the Notice of Termination is provided to the Other Party. In the event of such termination, on the effective date of the termination, SELLER shall immediately stop all work specified in the Notice of Termination and shall immediately cause any and all of its suppliers and subcontractors to cease any work specified in the Notice of Termination. SELLER shall deliver to LOCKHEED MARTIN any and all Work completed up to the date of termination and, upon request, shall deliver any Work in progress. Subject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of LOCKHEED MARTIN using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

(b) In no event shall LOCKHEED MARTIN be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(c) SELLER shall continue all Work not terminated.

43. TIMELY PERFORMANCE

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) SELLER shall provide LOCKHEED MARTIN status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

(d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by LOCKHEED MARTIN.

44. TRAVEL COSTS

(a) All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by LOCKHEED MARTIN unless such travel is expressly authorized in writing in advance by LOCKHEED MARTIN's Procurement Representative.

(b) When travel is authorized under this Contract, SELLER shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, accommodation, meals and incidental expenses. Air travel shall be reimbursed for economy class only.

(c) SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed individual expense.

45. UNITED STATES CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT)

(a) LOCKHEED MARTIN participates in the U.S. Department of Homeland Security (DHS) Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. C-TPAT is a government-business initiative to build cooperative relationships that strengthen and improve overall international supply chain and U.S. border security.

(b) SELLER shall ensure shipments made in connection with this Contract are conveyed through transportation providers that are (1) certified under the U.S. CBP C-TPAT program, (2) certified under a supply chain security program of a country that the United States has entered into a C-TPAT mutual recognition agreement, agreement, or (3) otherwise approved by LOCKHEED MARTIN.

(c) In addition to other requirements of this Contract, SELLER shall ensure the physical integrity and security of all shipments under this Contract against the introduction of harmful or dangerous materials, drugs, contraband, weapons, or weapons of mass destruction or introduction of unauthorized persons in transportation conveyances and/or containers. Such measures shall include, but are not limited to: physical security of SELLER's manufacturing, packing, shipping, and storage; restriction of access of unauthorized persons to such areas; screening of personnel involved in

any related supply chain activities to the maximum limits of applicable laws and regulations; and development, implementation, and maintenance of procedures to protect the physical integrity and security of all shipments.

(d) Upon request, SELLER shall provide to LOCKHEED MARTIN, reasonable evidence of compliance with this clause.

(e) SELLER shall include paragraphs (b) through (d) of this clause, or equivalent provisions, in lower tier subcontracts involving shipments related to this Contract.

46. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FOSS)

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to LOCKHEED MARTIN in writing any FOSS that will be used or delivered in connection with this Contract and shall obtain LOCKHEED MARTIN's prior written consent before using or delivering such FOSS in connection with this Contract. LOCKHEED MARTIN may withhold such consent in its sole discretion.

(c) SELLER represents and warrants that any code provided in the Work shall not contain any Harmful Code. SELLER shall have written procedures designed to prevent any code provided in the Work from being contaminated by Harmful Code, and will, upon request, make such procedures available to LOCKHEED MARTIN for review. SELLER shall notify LOCKHEED MARTIN immediately of any suspected or known contamination, remove any Harmful Code, and restore the code to meet Contract specifications.

(d) As used herein, (1) "FOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(2) "FOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates LOCKHEED MARTIN to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(3) "Harmful Code" means any computer code or programming instructions that are intentionally constructed with the ability to damage or otherwise adversely affect computer programs, data files or hardware or gather information without the agreement or consent of the user.

(e) SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its Related Bodies Corporate, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including attorney's fees (on a solicitor-client basis), relating to use in connection with this Contract of FOSS or the delivery of FOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities

or remedies of the parties for the use of FOSS in connection with this Contract or for the delivery of FOSS under this Contract.

47. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) LOCKHEED MARTIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

48. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or reprocur the non-conforming Work at SELLER's expense. All warranties shall enure to the benefit of LOCKHEED MARTIN and its customers.

49. WORK ON LOCKHEED MARTIN AND THIRD PARTY PREMISES

(a) "Premises" as used in this clause means premises of LOCKHEED MARTIN, its customers, or other third parties where Work is being performed.

(b) SELLER shall ensure that SELLER personnel, including SELLER's subcontractors working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without LOCKHEED MARTIN's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-LOCKHEED MARTIN related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-LOCKHEED MARTIN related mail through LOCKHEED MARTIN's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without LOCKHEED MARTIN's written permission or as permitted by law; and (viii) follow instruction from LOCKHEED MARTIN in the event of an actual or imminent safety or environmental hazard on Premises.

(c) All persons, property, and vehicles entering or leaving Premises are subject to search. All persons on the Premises may be subject to drug testing.

- (d) SELLER shall promptly notify LOCKHEED MARTIN and provide a report of any accidents or security incidents involving loss of or misuse or damage to LOCKHEED MARTIN, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
- (e) SELLER'S personnel, including SELLER's subcontractors, shall comply with all LOCKHEED MARTIN security, safety, rules of conduct, badging and personal identity, and related requirements while on LOCKHEED MARTIN Premises.
- (f)(1) Prior to entry on Premises, SELLER shall coordinate with LOCKHEED MARTIN to gain access. SELLER shall provide information reasonably required by LOCKHEED MARTIN to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.
- (2) SELLER personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED MARTIN through the LOCKHEED MARTIN Contractor Screen Program, or otherwise screened by SELLER in a manner satisfactory to LOCKHEED MARTIN.
- (g) SELLER shall ensure that SELLER personnel: (i) do not remove LOCKHEED MARTIN, customer, or third party assets from Premises without LOCKHEED MARTIN authorization; (ii) use LOCKHEED MARTIN, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by LOCKHEED MARTIN; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. LOCKHEED MARTIN may periodically audit SELLER's data residing on LOCKHEED MARTIN, customer, or third party assets on Premises.
- (h) LOCKHEED MARTIN may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Contract.
- (i) Violation of this clause may result in termination of this Contract in addition to any other remedy available to LOCKHEED MARTIN at law or in equity. SELLER shall reimburse LOCKHEED MARTIN, customer, or third party for any unauthorized use of LOCKHEED MARTIN, customer, or third party assets.
- (j) SELLER shall advise the LOCKHEED MARTIN Procurement Representative of any unauthorized direction or course of conduct.
- (k) SELLER shall immediately report to LOCKHEED MARTIN all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide LOCKHEED MARTIN with a copy of any reports of such incidents SELLER makes to governmental authorities.

50. WORKPLACE HEALTH AND SAFETY

(a) SELLER shall:

- (1) comply with, and shall ensure that all subcontractors comply with, the applicable WHS Legislation when performing Work; and
- (2) where applicable, comply with, and shall ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with LOCKHEED MARTIN,

its customers, SELLER or the subcontractors (as the case may be) and any other person who, concurrently with LOCKHEED MARTIN, its customers, the SELLER or the subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter.

(b) Without limiting SELLER's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), SELLER shall, in connection with or related to the Work, provide, and shall use its reasonable endeavors to ensure that a subcontractor provides, to LOCKHEED MARTIN within ten (10) calendar days (or such other period as agreed by LOCKHEED MARTIN in writing) of a request by LOCKHEED MARTIN any information or copies of documentation requested by LOCKHEED MARTIN and held by SELLER or subcontractor (as the case may be) to enable LOCKHEED MARTIN and its customers to comply with their obligations under the WHS Legislation.

(c) SELLER shall not use Asbestos Containing Material in providing the Work and shall not take any Asbestos Containing Material onto LOCKHEED MARTIN or its customer's premises in connection with providing the Work.

(d) If a Notifiable Incident (as defined in the applicable WHS Legislation) occurs in connection with the Work involving any personnel, premises or systems of LOCKHEED MARTIN, its Related Bodies Corporate or customers, SELLER must immediately report the incident to LOCKHEED MARTIN and provide all assistance reasonably requested by LOCKHEED MARTIN (including but not limited to providing copies of any reports or documentation provided to the relevant Commonwealth, State or Territory regulator in respect of the Notifiable Incident) to enable LOCKHEED MARTIN and its customer to undertake mandatory incident reporting.

(e) To the extent not inconsistent with the express requirements of the Contract, LOCKHEED MARTIN may direct SELLER to take specified measures that LOCKHEED MARTIN considers reasonably necessary to comply with applicable legislation relating to work health and safety, including the WHS Legislation, in relation to the Work. SELLER shall comply with the direction unless SELLER demonstrates to the reasonable satisfaction of LOCKHEED MARTIN that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

(f) SELLER shall ensure that LOCKHEED MARTIN and its customer (including LOCKHEED MARTIN personnel and the personnel of its customer) are able to make full use of the Work for the purposes for which they are intended, and to maintain, support and develop the Work, without LOCKHEED MARTIN and its customer (including LOCKHEED MARTIN personnel and the personnel of its customer) contravening any applicable legislation relating to work health and safety including the WHS Legislation, any applicable standards relating to work health and safety or any other policy relating to work health and safety notified by LOCKHEED MARTIN to SELLER.

(g) From time to time LOCKHEED MARTIN may advise SELLER of hazards to health and safety that have been identified at, or in the proximity of, LOCKHEED MARTIN or its customer's premises where SELLER and/or subcontractor personnel may be working. On receipt of advice from LOCKHEED MARTIN under this subclause (g), SELLER shall undertake necessary risk assessments, identify control measures and advise SELLER and/or subcontractor personnel of the hazards and risks and relevant control measures.

51. WORKPLACE REQUIREMENTS TO COMBAT MODERN SLAVERY

(a) SELLER shall comply with applicable laws and regulations relating to anti-slavery, involuntary servitude, debt, bondage, forced labor and/or human trafficking laws, statutes, regulations and codes from time to time in force including, without limitation, the *Modern Slavery Act 2018* (Cth) (“Modern Slavery Laws”), irrespective of the place of performance. Compliance with the requirements of this clause is a material requirement of this Contract.

(b) In carrying out its responsibilities under this Contract:

(1) SELLER will take reasonable steps to ensure that it, each of its Related Bodies Corporate and its personnel:

(a) comply with all Modern Slavery Laws (in so far as those laws impose obligations on them); and

(b) take reasonable steps to minimize the risk that there is Modern Slavery in the SELLER’S or its personnel’s supply chains or in any part of their business.

(2) SELLER represents that no owner, partner, officer, director or employee of SELLER or any Related Body Corporate, or affiliate company of SELLER:

(a) has been convicted of any offence involving Modern Slavery Laws; nor

(b) to the best of its knowledge, having made reasonable enquiries, have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental agency regarding any offence or alleged offence of, or in connection with Modern Slavery.

(3) If SELLER becomes aware of the occurrence of any offence or alleged offence of Modern Slavery Laws while in the performance of this Contract, SELLER shall immediately report the discovery or suspicion of such slavery or trafficking by it (including SELLER’s employees and those of any Related Body Corporate or affiliate) or its subcontractors to the LOCKHEED MARTIN Procurement Representative.

(4) SELLER shall provide LOCKHEED MARTIN with a copy of any reports SELLER makes to governmental authorities of incidents occurring during SELLER’s performance of the Contract which relate to matters addressed by this clause.

(5) SELLER must complete and provide to LOCKHEED MARTIN a compliance statement on or within seven (7) days prior to the commencement of this Contract and on each anniversary of the commencement date during the Contract term.

(6) SELLER will comply with any reasonable requests made by LOCKHEED MARTIN for assistance and/or the provision of information or documents as required by LOCKHEED MARTIN to enable LOCKHEED MARTIN’s own compliance in accordance with Modern Slavery Laws.

(7) SELLER shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.

(8) SELLER shall conduct reasonable due diligence of its lower-tier suppliers and subcontractors to avoid contracting with suppliers and subcontractors who are not compliance with Modern Slavery Laws.

