

These terms & conditions apply to any purchase orders, releases or other means of ordering ("AGREEMENT") between seller ("SELLER") and Procter & Gamble ("BUYER") (individually "PARTY"; collectively "PARTIES") relating to goods/services (individually "GOODS" "SERVICES" and collectively "GOODS/SERVICES").

**1. MATERIAL, PRODUCT OR EQUIPMENT DISPOSAL.** If SELLER disposes any item, that is associated with BUYER's products or that incorporates BUYER's IP RIGHTS ("DISPOSAL ITEM"), then SELLER will ensure the DISPOSAL ITEM is made unsalvageable and will not subcontract the disposal without prior written consent of BUYER.

**2. RETURN OF GOODS.** BUYER is entitled to return to SELLER any GOODS that are not in full compliance with this AGREEMENT at SELLER's expense for credit to BUYER at the full price plus all reasonable costs and expenses associated with such return.

**3. SERVICES NOT IN COMPLIANCE WITH THIS AGREEMENT.** If SERVICES are not in full compliance with this AGREEMENT, then BUYER is entitled to a credit or to withhold payment in whole or in part, and BUYER, upon prior written notice to SELLER, may employ a third party to perform SELLER's obligations under this AGREEMENT at SELLER's expense.

**4. TERMINATION FOR CONVENIENCE BY BUYER.** BUYER is entitled to terminate this AGREEMENT for convenience with not less than five (5) calendar days written notice to SELLER, without any penalty, liability or further obligation.

**5. DUE DATE FOR PAYMENT.** The due date for payment is calculated from the date the accurate invoice is received at the location as designated by BUYER. In no event will payment occur prior to BUYER's receipt of the GOODS, or the date of performance of the corresponding SERVICES or if required, prior to the date where BUYER obtains government approval for payment, whichever is later. BUYER may withhold payment if SELLER's invoice is inaccurate or does not meet BUYER's invoice requirements or if SELLER's invoice does not meet legal or tax requirements. Each invoice submitted by SELLER will describe the work performed and the corresponding charges in a manner reasonably satisfactory to BUYER. BUYER's invoice requirements are posted at <https://pgsupplier.com/create-invoices>.

**6. REPRESENTATIONS AND WARRANTIES RELATING TO THE GOODS/SERVICES.** SELLER represents and warrants that at the time when title passes to BUYER, and for the shelf life of the GOODS, the GOODS and any parts thereof (article(s), chemical or other component(s) or composition(s)): (i) are in full compliance with the specifications which are either attached to the AGREEMENT or incorporated by reference ("SPECIFICATIONS"); (ii) are safe and otherwise appropriate and fit for BUYER's intended use; (iii) are of merchantable quality and free from latent and patent defects; and (iv) are in full compliance with all applicable LAWS. SELLER represents and warrants that at the time of performance of the SERVICES, and continuously thereafter, the SERVICES: (i) are in full compliance with the SPECIFICATIONS; (ii) are done in a competent, workmanlike manner and free from defects in materials and workmanship, whether latent or patent; (iii) are in conformity with the standards of care employed by leading vendors in the services industry for projects of this kind and scope; and (iv) are in full compliance with all applicable LAWS. BUYER waives its right for breach of this Section 6 if BUYER does not notify SELLER of the breach within the later of four (4) years after the breach has occurred or within one (1) year after BUYER discovers such breach but no longer than five (5) years after the breach has occurred.

**7. TITLE AND LIENS.** At the time when risk of loss passes to BUYER, SELLER will pass to BUYER good and marketable title to the GOODS, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind ("LIENS"). SELLER will keep any of BUYER's property in the possession or the control of SELLER or any of its subcontractors free and clear of any LIENS and will identify it as BUYER's property.

**8. INTELLECTUAL PROPERTY RIGHTS.** SELLER represents and warrants that the GOODS/SERVICES and any resulting work product will not infringe, violate, or misappropriate any copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (collectively "IP RIGHTS") of any third party. SELLER represents and warrants that at the time hereof there are no claims being asserted and no actions pending or threatened against SELLER by any third party that the GOODS/SERVICES and any resulting work product allegedly infringe, violate or misappropriate third party IP RIGHTS. SELLER will provide BUYER with immediate notice of such claims or actions as they arise.

**9. CHILD LABOR AND FORCED LABOR.** SELLER will not employ children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, an individual of less than 15 years of age is considered as a child. If local LAWS set the minimum age below 15 years of age, but are in accordance with exceptions under International Labor Organization Convention 138, the lower age will apply.

**10. COMPLIANCE WITH LAWS.** SELLER will and will cause any person or entity acting on its behalf to fully comply with all applicable governmental, legal, regulatory and professional requirements, including but not limited to anti-money laundering, anti-corruption and anti-bribery laws (including, without limitation, the Foreign Corrupt Practices Act, the UK Bribery Act and Proceeds of Crime Act, and commercial bribery laws) (collectively "LAWS"). Unless exempt, SELLER will comply with (i) 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against (a) qualified individuals based on their status as protected veterans or individuals with disabilities, and (b) all individuals based on their race, color, religion, sex, sexual orientation, gender identification or national origin. In accordance with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), SELLER will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability; and (ii) 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. The provisions of 41 C.F.R. § 60-1.4 are incorporated into this AGREEMENT by reference. SELLER will promptly notify BUYER if SELLER (i) receives any notice, demand, summons or complaint from any governmental or regulatory authority, agency or other body relating to the subject matter of this AGREEMENT, and will take all steps, at SELLER's expense, to resolve any issues as promptly as practicable or any request or demand in violation of the LAWS or (ii) violates any LAWS. In addition to any other measures necessary to comply with LAWS as described above, SELLER will not and will ensure that any person or entity acting on its behalf will neither (i) offer to pay, pay, promise to pay, or authorize the payment of money or anything of value nor (ii) give or offer any "facilitating" or "grease" payments (i.e. payments given or offered in order to expedite or secure the performance of a routine government action) whether or not those payments may be considered lawful under the applicable anti-bribery laws to any (a) officer, employee or any person acting in an official capacity for or on behalf of a government or an entity owned or controlled by a government, or of a public international organization; (b) political party or their officials; or (c) candidate for a political office ("PUBLIC OFFICIAL") in order to influence any act or decision of the PUBLIC OFFICIAL in his or her official capacity or to secure any other improper advantage in order to obtain or retain business or obtain any other business advantage. SELLER has and will maintain (i) complete and accurate books and records in accordance with the LAWS and (ii) compliance policies and procedures and internal control systems designed to prevent any violation of LAWS. SELLER will provide for training of any persons acting on its behalf to prevent any violation of LAWS. SELLER represents and warrants that any information provided by or on behalf of SELLER to BUYER is complete and accurate. SELLER will certify SELLER's compliance with this Section on an annual basis and, to the extent legally permissible, will provide all information that BUYER reasonably requests in order to verify such compliance.

**11. PRIVACY.** SELLER will fully comply with BUYER's privacy policy and security requirements as set forth on <https://pgsupplier.com/> which is incorporated herein and forms part of this AGREEMENT.

**12. SELLER DIVERSITY PROGRAM.** If SELLER has operations (production, sales, administrative) located in the United States of America or sells any goods/services to the United States of America which are involved in SELLER's performance under this AGREEMENT, then, to the extent legally permissible, SELLER is expected to develop strategies aimed at meeting the goals of BUYER's minority and women-owned business development program.

**13. SELLER'S INDEMNIFICATION OF BUYER AND INDEMNIFICATION PROCEDURE FOR THIRD PARTY CLAIMS.** SELLER will indemnify BUYER, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees ("P&G GROUP") from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "CLAIMS"), arising out of or related to any of the following: (i) SELLER's breach of this AGREEMENT; (ii) the negligence, gross negligence, bad faith, intentional or willful misconduct of SELLER or SELLER's subcontractors or their respective employees or other representatives; or (iii) bodily injury, death or damage to personal property arising out of or relating to SELLER's performance under this AGREEMENT. Within thirty (30) calendar days after receipt of notice of the commencement of any third party legal proceedings against P&G GROUP for which P&G GROUP seeks indemnity in accordance with this Section 13, P&G GROUP will notify SELLER. The SELLER is relieved from its indemnity obligation to the extent the SELLER has suffered actual prejudice resulting from a failure to notify on time. Upon BUYER's request, SELLER will assume, at its own expense, the defense of any such third party legal proceedings with reputable counsel reasonably acceptable to BUYER and is entitled to settle any such third party legal proceedings with BUYER's written consent, not to be unreasonable withheld or delayed. BUYER, at SELLER's cost, will reasonably cooperate with SELLER in the defense of such action as SELLER may reasonably request. SELLER will pay any damages assessed against P&G GROUP.

**14. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND INDEMNIFICATION PROCEDURE FOR THIRD PARTY INTELLECTUAL PROPERTY CLAIMS.** SELLER will, at its own expense, defend and indemnify P&G GROUP from and against all CLAIMS to the extent arising out of or related to the GOODS/SERVICES or any parts thereof allegedly infringing, violating or misappropriating third party IP RIGHTS. If any GOODS/SERVICES or parts thereof become, or are likely to become, the subject of an IP RIGHTS infringement, violation or misappropriation, then SELLER will, at its own expense, promptly take the following actions in the listed order of priority: (a) secure the rights necessary to continue using the GOODS/SERVICES and any parts thereof; or (b) replace or modify such GOODS/SERVICES or parts thereof to make them non-infringing, such that the replacement or modification will not degrade the performance or quality of the GOODS/SERVICES. BUYER will, at its own expense, defend, and indemnify SELLER from and against all CLAIMS to the extent arising out of or related to the GOODS/SERVICES or any parts thereof allegedly infringing, violating or misappropriating third party IP RIGHTS arising out of or related to specifications provided by BUYER and not offered by SELLER as an option where such infringement would not have arisen without such specifications. Within thirty (30) calendar days after its receipt of notice of the commencement of any third party legal proceeding, a PARTY seeking indemnification in accordance with this Section 14 ("INJURED PARTY") will notify the other PARTY ("BREACHING PARTY"). The BREACHING PARTY is relieved from its indemnity obligation to the extent the BREACHING PARTY has suffered actual prejudice resulting from a failure to notify on time. The BREACHING PARTY will assume, at its own expense, the defense of any such third party legal proceedings with reputable counsel reasonably acceptable to INJURED PARTY and is entitled to settle any such third party legal proceedings with INJURED PARTY's written consent, not to be unreasonably withheld or delayed. The INJURED PARTY at the BREACHING PARTY's cost, will reasonably cooperate with the BREACHING PARTY in the defense of such action as the BREACHING PARTY may reasonably request. The BREACHING PARTY will pay any damages assessed against the INJURED PARTY.

**15. OWNERSHIP OF INTELLECTUAL PROPERTY.** SELLER retains ownership of any creative idea, design, development, invention, works of authorship, know-how, or work results ("CREATIONS") and IP RIGHTS owned by the SELLER prior to the EFFECTIVE DATE, and SELLER owns any CREATIONS and IP RIGHTS created by or on behalf of SELLER to the extent not created as a direct result of the SERVICES (collectively, "SELLER'S IP"). SELLER grants BUYER a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license under SELLER'S IP to practice in any way to receive the full benefit of the SERVICES and any resulting work product or copy, maintain, support, modify, enhance or further develop SELLER'S IP. SELLER will provide BUYER with a physical embodiment of SELLER'S IP in any form as reasonably requested by BUYER. BUYER retains ownership of CREATIONS and IP RIGHTS owned by the BUYER prior to the EFFECTIVE DATE, and BUYER owns any CREATIONS and IP RIGHTS created by or on behalf of SELLER to the extent created as a direct result of the SERVICES (collectively, "BUYER'S IP"). BUYER'S IP created by SELLER is considered a work made for hire to the extent available under copyright law. To the extent it is not considered work made for hire, SELLER assigns to BUYER royalty-free, worldwide, perpetually, and irrevocably, all rights in BUYER'S IP to the fullest extent permitted by law. To the extent such an assignment is not legally permissible, SELLER grants BUYER an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable and unrestricted license to such BUYER'S IP to the fullest extent permitted by law. SELLER will execute any documents that BUYER reasonably determines are necessary to document BUYER'S rights in BUYER'S IP or to secure or perfect any IP RIGHTS relating to BUYER'S IP. BUYER grants SELLER a revocable-at-will, non-exclusive, royalty-free, worldwide license under BUYER'S IP necessary to perform the SERVICES. SELLER will cause its employees or subcontractors' employees to assign to SELLER any BUYER'S IP created by SELLER and to comply with SELLER'S obligations set forth in this Section 15. To the extent legally permissible, SELLER waives any moral rights in BUYER'S IP, including but not limited to the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation. To the extent such waiver is not legally permissible, BUYER will have the irrevocable right to exercise any moral rights in BUYER'S IP on SELLER'S behalf to the fullest extent permitted by law.

**16. INSURANCE REQUIREMENTS.** SELLER will maintain and cause its subcontractors to maintain at their expense sufficient and customary insurance coverage with generally acceptable underwriters. Such insurance will include P&G GROUP as additional insured in connection with SELLER's performance under this AGREEMENT to be stated explicitly on the Certificate(s) of Insurance. SELLER hereby irrevocably and unconditionally waives and will cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against P&G GROUP, to be documented to BUYER'S satisfaction.

**17. ASSIGNMENT.** SELLER will not delegate, subcontract, transfer or assign this AGREEMENT or any of its rights or obligations, whether in whole or in part, without the prior written consent of BUYER, not to be unreasonably withheld or delayed. In no case will SELLER delegate, subcontract, transfer or assign any of its obligations to any party that is subject to international sanctions imposed by the UN, EU or US whether by means of a designated list (including OFAC's SDN list and the BIS lists) or otherwise. BUYER is entitled, without restriction, to delegate, subcontract, transfer or assign this AGREEMENT or any of its rights or obligations, whether in whole or in part, without the prior written consent of SELLER.

**18. INDEPENDENT CONTRACTOR STATUS.** The PARTIES are independent contractors with respect to each other, and nothing in this AGREEMENT will be construed to place the PARTIES in the relationship of partners, joint ventures, fiduciaries or agents. Neither PARTY is granted any right or any authority to assume or to create an obligation or to bind the other PARTY. SELLER will perform under this AGREEMENT with trained personnel and SELLER acknowledges that BUYER has no labor relationship with, right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of SELLER's employees, agents, subcontractors or their employees. SELLER will indemnify and defend BUYER against any claims of SELLER's employees, agents, subcontractors or their employees alleging employment with BUYER. SELLER acknowledges that BUYER may earn a commission or rebate resulting from BUYER negotiating terms with third parties for SELLER's benefit.

**19. PUBLIC DISCLOSURES.** Except as required by LAWS or with BUYER's prior written consent, SELLER (i) will not disclose the existence or the terms and conditions of this AGREEMENT or the existence of a relationship between the PARTIES to any party, and (ii) will not use BUYER's, its parents', its affiliates' or subsidiaries' corporate names or trademarks.

**20. MODIFICATION AND WAIVER.** Any amendment, modification, waiver, or discharge of this AGREEMENT is only valid if it is in writing and signed by an authorized representative of the PARTY against which such amendment, modification, waiver, or discharge is sought to be enforced and specifically references this Section. No waiver of any breach, or the failure of a PARTY to enforce any of the terms of the AGREEMENT, will affect that PARTY's right to enforce the terms of this AGREEMENT. Any other modification, amendment or waiver of any provision of this AGREEMENT is null and void.

**21. GOVERNING LAW AND CONSTRUCTION.** This AGREEMENT is governed by and interpreted for any and all purposes in accordance with the internal laws of the Country, state, or province where the BUYER is located ("LOCAL") applicable to contracts made and to be performed wholly within the LOCAL without reference to principles of conflicts of laws and the United Nations Convention on International Sale of Goods has no force or effect on transactions under or relating to this AGREEMENT. The courts sitting in, or having principal jurisdiction over the LOCAL have exclusive jurisdiction of all disputes under this AGREEMENT.

**22. SURVIVAL PROVISION.** The expiration or termination of this AGREEMENT will not affect the terms of this AGREEMENT that expressly provide that they will survive expiration or termination or which out of necessity must survive expiration or termination.

**23. INSPECTION AND AUDIT RIGHTS OF THE BUYER.** For a period up to two years after the later of expiration or termination of this AGREEMENT and to the extent legally permissible and upon reasonable notice by BUYER, SELLER will permit BUYER, or a third party reasonably acceptable to the PARTIES, access to any area of SELLER's facilities, personnel, computer systems and books and records relating to SELLER's performance under this AGREEMENT to determine SELLER's compliance with this AGREEMENT.

**24. ACCEPTANCE. SELLER REPRESENTS AND WARRANTS THAT (I) THIS AGREEMENT PREVAILS OVER ANY GENERAL TERMS AND CONDITIONS OF TRADE, INCLUDING BUT NOT LIMITED TO SELLER'S GENERAL TERMS AND CONDITIONS AND HAS BEEN REVIEWED AND ACCEPTED BY SELLER AND (II) PERFORMANCE AGAINST THIS AGREEMENT CONSTITUTES SELLER'S UNCONDITIONAL ACCEPTANCE OF THE AGREEMENT. THIS AGREEMENT EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS OFFER AND BUYER HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY RESPONSE TO THIS PURCHASE ORDER.**