

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

1. 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 the later of (i) BUYER's receipt of the GOODS, or the date of performance of the corresponding SERVICES or, (ii) if required, the date BUYER obtains government approval for payment. BUYER may withhold payment if SELLER's invoice is inaccurate, does not meet BUYER's invoice requirements, or 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 <http://www.pgsupplier.com>.

2. SUPPLIER DIVERSITY PROGRAM. To the extent legally permissible, SELLER will use commercially reasonable efforts to ensure the use of diverse owned suppliers, including women owned suppliers, and in the United States of America also including ethnic minority, military veteran, people with disabilities, and LGBT owned suppliers, to meet BUYER's goals.

3. 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.

4. AUDIT RIGHTS. During the PERIOD and for a period of five years after the later of expiration or termination of this AGREEMENT: to the extent legally permissible and upon reasonable notice, BUYER, or a third party reasonably acceptable to the PARTIES, is entitled to access SELLER's facilities, representatives, computer systems and records to determine SELLER's compliance with this AGREEMENT.

5. RETURN OF GOODS. BUYER is entitled to return any GOODS that are not in full compliance with this AGREEMENT. SELLER will reimburse BUYER the PRICE of such GOODS plus all reasonable costs and expenses associated with such return.

6. SERVICES NOT IN COMPLIANCE. If SERVICES are not in full compliance with this AGREEMENT, then BUYER is entitled to: (i) a credit or to withhold payment in whole or in part, or (ii) upon notice to SELLER, employ a third party to perform the noncompliant SERVICES at SELLER's cost.

7. TERMINATION FOR CONVENIENCE. BUYER is entitled to terminate this AGREEMENT in whole or in part for convenience with not less than 5 calendar days notice to SELLER without any further obligation.

8. 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 its parts: (i) are in full compliance with the specifications either set forth in the AGREEMENT or transmitted via BUYER's specifications system and incorporated by reference (collectively, "SPECIFICATIONS"); (ii) are safe and otherwise appropriate and fit for BUYER's 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 will be: (i) in full compliance with the SPECIFICATIONS; (ii) done in a competent, workmanlike manner and free from defects in materials and workmanship, whether latent or patent; (iii) in conformity with the standards of care employed by leading vendors in the services industry for similar projects; and (iv) in full compliance with all applicable LAWS. BUYER waives its right for breach of this section if BUYER does not notify SELLER within the earlier of one year after BUYER's discovery of the breach, or five years after the breach occurred.

9. INTELLECTUAL PROPERTY RIGHTS. SELLER represents and warrants that (i) the GOODS/SERVICES and its parts will not infringe, violate, or misappropriate any copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information or other intellectual property rights (collectively "IP RIGHTS"); and (ii) at the EFFECTIVE DATE, there are no claims being asserted and no actions pending or threatened against SELLER that the GOODS/SERVICES or its parts allegedly infringe, violate or misappropriate IP RIGHTS. SELLER will promptly notify BUYER of such claims or actions.

10. GENERAL COMPLIANCE WITH LAWS. The PARTIES will fully comply with all applicable laws including anti-money laundering, anti-corruption and anti-bribery laws such as the Foreign Corrupt Practices Act and the UK Bribery Act and Proceeds of Crime Act ("LAWS"). SELLER will promptly notify BUYER if SELLER receives any request from any governmental body relating to SELLER's performance under this AGREEMENT.

11. EQUAL EMPLOYMENT OPPORTUNITY. 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.

12. ANTI-CORRUPTION COMPLIANCE. SELLER will, and will cause any person or entity acting on its behalf to (i) not offer to pay, pay, promise to pay, or authorize the payment of anything of value, and (ii) not give or offer any "facilitating" or "grease" payments (i.e. payments 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 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 either in his or her official capacity or in violation of that capacity, or to secure any other improper advantage.

13. SANCTIONS. SELLER will and will cause its agents in performance under this AGREEMENT to: (i) fully comply with (a) all sanctions and anti-boycott laws of the United States of America ("USA"), and (b) the terms of any export/import license notified by SELLER ("LICENSE") and (ii) act in a manner that P&G GROUP does not violate or incur any liability or penalty under any LAWS or LICENSE. SELLER represents and warrants that SELLER (i) is not subject to sanctions imposed by the United Nations ("UN"), European Union ("EU") or USA whether by means of a designated list (including OFAC's SDN and BIS) or otherwise ("SDN"); (ii) is not owned, in whole or in part, or controlled by a SDN; (iii) will not in any way be associated with a SDN on behalf of BUYER; (iv) will not source anything used in the provision of goods or services to BUYER from a SDN or from a country subject to embargo by the UN, EU or USA; and (v) will not subcontract or assign any of its obligations to a SDN. SELLER will promptly notify BUYER if SELLER violates this section.

14. SELLER'S INDEMNIFICATION OF BUYER. SELLER will indemnify and defend BUYER, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees (collectively, the "P&G GROUP") in accordance with section 16 against any damages, third party claims and reasonable cost of defense ("DAMAGES"), arising out of or relating to (or in the case of third party claims, alleging): (i) SELLER's breach of this AGREEMENT; (ii) the negligence, gross negligence, bad faith, intentional or willful misconduct of SELLER or SELLER'S REPRESENTATIVES; (iii) bodily injury, death, or damage to personal property arising out of or related to SELLER'S or SELLER'S REPRESENTATIVES acts or omissions; (iv) SELLER'S REPRESENTATIVES alleging employment with BUYER; or (v) the GOODS/SERVICES or any of its parts infringing, violating or misappropriating IP RIGHTS.

15. BUYER'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION. BUYER will indemnify and defend SELLER against any DAMAGES to the extent arising out of or relating to (or in the case of third party claims, alleging) the GOODS or any of its parts infringing, violating or misappropriating IP RIGHTS arising out of or relating to specifications provided by BUYER and not offered by SELLER as an option where such infringement would not have arisen but for the specifications.

16. INDEMNIFICATION PROCEDURE. A PARTY seeking indemnification in accordance with section 14 or 15 ("INJURED PARTY") will notify the other PARTY ("BREACHING PARTY") within 30 calendar days after INJURED PARTY'S receipt of notice of the commencement of any third party legal proceeding. BREACHING PARTY is relieved from its indemnity obligation to the extent BREACHING PARTY has suffered actual prejudice resulting from a failure to notify in accordance with the preceding sentence. BREACHING PARTY will assume, at its 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 permission, not to be unreasonably withheld or delayed. INJURED PARTY will, at BREACHING PARTY'S cost and request, reasonably cooperate with BREACHING PARTY in the defense of such action. BREACHING PARTY will reimburse INJURED PARTY for any damages assessed against INJURED PARTY. If BUYER seeks indemnification in accordance with section 14 arising out of an alleged breach of personally identifiable information, or a third party claim involving a government entity, then BUYER is entitled to assume the defense, and SELLER will reimburse BUYER for all DAMAGES in connection with such defense.

17. SELLER'S INTELLECTUAL PROPERTY REMEDIATION. If any GOODS/SERVICES, or any of its parts, become, or are likely to become, subject to an IP RIGHTS infringement, violation or misappropriation claim, then SELLER will, at its expense, promptly secure the rights necessary to continue using the GOODS/SERVICES and any of its parts, or if SELLER is unable to secure such rights, replace or modify the GOODS/SERVICES or their parts.

18. PRIVACY. SELLER will fully comply with BUYER's privacy policy and security requirements as set forth on www.pgsupplier.com which are incorporated herein and forms part of this AGREEMENT. If SELLER is processing United States, European Union or United Kingdom personal data for BUYER, SELLER will comply with BUYER's personal data retention requirements as set forth on <https://pgsupplier.com/en-US/mq-values/pg-policies-for-suppliers>.

19. 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 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 GOODS/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: (i) practice in any way to receive the full benefit of the GOODS/SERVICES and any resulting work product and; (ii) copy, maintain, support, modify, enhance or further develop SELLER'S IP. Upon BUYER'S request, SELLER will provide BUYER with physical embodiments of SELLER'S IP. BUYER retains ownership of CREATIONS and IP RIGHTS owned by 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 GOODS/SERVICES (collectively, "BUYER'S IP"). BUYER'S IP created by SELLER is considered a work made for hire. To the extent it is not considered work made for hire, SELLER assigns to BUYER royalty-free, worldwide, perpetual, irrevocably, all rights in BUYER'S IP to the extent permitted by law. If such 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 extent permitted by law. Upon BUYER'S request, SELLER will execute any documents necessary to document, secure or perfect BUYER'S IP. BUYER grants SELLER non-exclusive, royalty-free, worldwide license under BUYER'S IP necessary to manufacture the GOODS and perform the SERVICES. SELLER will cause its employees or representatives to assign to SELLER any BUYER'S IP created by SELLER and to comply with SELLER'S obligations set forth in this section. 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 extent permitted by law.

20. GOOD TITLE AND LIENS. SELLER will pass to BUYER title to the GOODS free and clear of encumbrances once risk of loss passes to BUYER. SELLER will not encumber BUYER'S property and will identify BUYER'S property in SELLER'S possession as BUYER'S property.

21. DISPOSAL. If SELLER disposes any item associated with BUYER'S products or that incorporates BUYER'S IP RIGHTS ("DISPOSAL ITEM"), then SELLER will: (i) make the DISPOSAL ITEM unsalvageable; (ii) not subcontract the disposal without BUYER'S written permission; and (iii) take reasonable steps to prevent the counterfeiting of BUYER'S products or the infringement of BUYER'S IP RIGHTS.

22. CHILD LABOR AND FORCED LABOR. SELLER will not employ children, forced labor, compulsory labor, slavery, 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 LAWS, an individual of less than 15 years of age is considered a child. If LAWS set a minimum age below 15 years of age but are in accordance with exceptions under International Labor Organization Convention 138, then the lower age will apply.

23. PUBLIC DISCLOSURES. Except as required by LAWS, SELLER will not disclose the existence or terms of this AGREEMENT or the existence of a relationship between the PARTIES.

24. USE OF BUYER'S NAME. SELLER will not use BUYER'S, its parent's, its affiliates' or its subsidiaries' corporate names or trademarks without BUYER'S written permission.

25. ASSIGNMENT. SELLER will not assign this AGREEMENT, whether in whole or in part, without BUYER'S written permission. BUYER is entitled to assign this AGREEMENT, whether in whole or in part, without SELLER'S written permission.

26. CONTRACTOR STATUS. SELLER will perform under this AGREEMENT as independent contractor to BUYER. SELLER acknowledges BUYER has no employment relationship with, or right or duty to select or direct any of, SELLER'S employees, subcontractors or other representatives.

27. MODIFICATION AND WAIVER. Any modification of this AGREEMENT or waiver of rights must be in writing and signed by the PARTIES. A failure of a PARTY to exercise its rights under this AGREEMENT will not constitute a waiver of such rights.

28. GOVERNING LAW AND VENUE. This AGREEMENT is governed by and interpreted 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. The United Nations Convention on International Sale of Goods and the Sales of Goods Act (Ontario, Canada) will not apply.

29. SURVIVAL PROVISIONS. Any term of this AGREEMENT which must survive for the PARTIES to receive the benefit of the AGREEMENT, will survive the expiration or termination of this AGREEMENT.

30. 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.

Revised: May 12, 2020