



HPS Vendor Portal Terms of Service

1. Acceptance and Relationship to Existing Agreements

By accessing, using, or submitting information through the Hammond Power Solutions Inc. ("HPS") vendor portal (the "Portal"), the supplier ("Supplier") agrees to be bound by these Vendor Portal Terms of Service ("Portal Terms").

These Portal Terms supplement and form part of the applicable purchase order, supply agreement, master purchasing agreement, or other commercial agreement between HPS and Supplier (each, an "Underlying Agreement"). In the event of a conflict, these Portal Terms shall govern solely with respect to the Portal and Submitted Information, and the Underlying Agreement shall otherwise remain in full force and effect. Supplier acknowledges and agrees that, in consideration for being granted access to and permitted to use the Portal and submit information therein, which Supplier would not otherwise be entitled to do, Supplier's acceptance of these Portal Terms is supported by good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged.

2. Submitted Information

Supplier may submit information through the Portal relating to products, components, parts, raw materials, or inputs supplied to HPS, including without limitation information regarding cost, weight, composition, tariff classification, country of origin, and related technical or commercial data (collectively, "Submitted Information"). Supplier represents and warrants that all Submitted Information is true, complete, accurate, current, and not misleading at the time of submission.

3. Consent to Use; Disclosure Rights

Supplier hereby grants to HPS a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license to use, reproduce, store, disclose, transmit, rely upon, and otherwise exploit the Submitted Information for any lawful business purpose, including without limitation: (a) internal business, compliance, audit, and reporting purposes; (b) disclosure to HPS customers that reasonably request such information; (c) disclosure to customs authorities, border agencies, and other governmental or regulatory authorities; (d) determination, declaration, and payment of customs duties, tariffs, taxes, and similar charges; and (e) compliance with applicable laws, regulations, trade programs, and customer requirements. Supplier acknowledges that HPS may exercise these rights without further notice to or consent from Supplier.

4. Reliance; No Verification; Duty to Update

Supplier expressly acknowledges and agrees that: (a) HPS is entitled to rely fully on all Submitted Information; (b) Submission through the Portal constitutes conclusive evidence that the Submitted Information was provided by Supplier; and, (c) HPS has no obligation to audit, test,

validate, or independently verify the accuracy or completeness of any Submitted Information.

5. Ongoing Duty to Update

Supplier acknowledges a continuing obligation to promptly update Submitted Information in the Portal if it becomes inaccurate, incomplete, or outdated for any reason. Failure to update Submitted Information shall constitute a material breach of these Portal Terms and the applicable Underlying Agreement.

6. Confidentiality and Intellectual Property Carve-Out

(a) No Transfer of Ownership. Except as expressly set out herein, Supplier retains ownership of its pre-existing intellectual property embodied in the Submitted Information. Nothing in these Portal Terms shall be construed as transferring ownership of Supplier's confidential information, trade secrets, or intellectual property to HPS.

(b) Use and Disclosure Carve-Out. Notwithstanding the foregoing, Supplier acknowledges and agrees that: (i) Submitted Information may be used and disclosed by HPS as permitted under Section 3, even if such information would otherwise be considered confidential; and (ii) such use and disclosure shall not constitute a breach of any confidentiality obligation owed by HPS under any Underlying Agreement.

(c) Aggregated and Derived Data. HPS may create aggregated, anonymized, or derivative data based on Submitted Information for business, analytical, compliance, or reporting purposes, and such aggregated or derived data shall be the exclusive property of HPS.

7. Indemnification

Supplier acknowledges that inaccurate, incomplete, or misleading Submitted Information may cause HPS to incur significant damages, including regulatory penalties, back-duties, tariffs, fines, interest, customer claims, and administrative and legal costs. Supplier agrees to indemnify, defend, and hold harmless HPS and its affiliates, officers, directors, employees, and agents from and against all claims, losses, liabilities, damages, penalties, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) any inaccuracy, omission, or misrepresentation in Submitted Information; (b) HPS's reliance on or use of Submitted Information; or (c) Supplier's failure to update Submitted Information as required. This indemnity is in addition to, and not in limitation of, any indemnification obligations in an Underlying Agreement.

8. No Waiver; No Limitation of Rights; Electronic Acceptance

HPS's acceptance or use of Submitted Information shall not constitute a waiver of any rights or remedies available to HPS under these Portal Terms, an Underlying Agreement, or applicable law. Supplier agrees that acceptance of these



Portal Terms through electronic means (including click-through acceptance or the submission of Submitted Information to the Portal) constitutes a valid and binding agreement, enforceable to the same extent as a written agreement executed by authorized representatives of the parties.