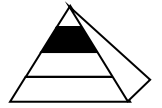


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PREAMBLE

The present General Terms of Purchase and Subcontracting ("GTP") aim to establish the legal framework for commercial relations between any company within the MECACHROME Group ("MECACHROME") and any Supplier.

They are communicated to each Supplier and are available at any time on the MECACHROME Group's website.

Any Order of Products and/or Services implies the unconditional acceptance of the GTP by the Supplier. However, the GTP may be modified subject to the prior written agreement of MECACHROME and the Supplier, formalized by specific terms of purchase (hereinafter referred to as the "STP").

The Supplier's acceptance of the GTP implies the unconditional waiver of its general terms of sale.

The Supplier also agrees that, in the event of more stringent terms of purchase from a Client than those of MECACHROME, the Client's terms of purchase shall apply, provided they have been communicated to the Supplier in advance by MECACHROME.

The contractual relationship between the Parties is governed by the documents listed below (hereinafter referred to as the "Contractual Documents"), in the following order of precedence:

- The Order and its possible amendments,
- The STP and their possible amendments,
- The Specifications,
- The Supplier Requirements,
- The GTP.

ARTICLE 1 - DEFINITIONS

1.1 The following terms are defined as follows:

"Entrusted Goods": refers to any goods of any kind (including tools, machines, equipment, materials, semi-finished or finished products, components, packaging, etc.) made available to the Supplier by MECACHROME and necessary for the proper execution of the Order, whether these goods are owned by MECACHROME or the Client;

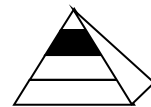
"Client": refers to any MECACHROME client purchasing a product and/or service incorporating a Product and/or Service;

"Supplier Code of Conduct": refers to the document summarizing the conduct rules that MECACHROME Group suppliers must comply with, available on the MECACHROME Group's website (www.mecachrome.com) under the "Suppliers and Partners" section;

"Order": refers to any written document (i) issued by an authorized MECACHROME representative and sent to the Supplier and (ii) confirming MECACHROME's intention to purchase; each Order specifies the quantity of Products and/or Services ordered, the unit and total price, the delivery location, and date;

"Own Knowledge": refers to all documents, knowledge, data, plans, methods, processes, drawings, software, models, patented or not, protected or not, including know-how, and generally, any information of any nature and form owned, authored, or licensed by a Party before the Order's entry into force or subsequently, without access to the Other Party's Own Knowledge;

"Loan For Use": refers to the agreement under which MECACHROME makes available to the Supplier one or more Entrusted Goods necessary for fulfilling one or more Orders, forming an integral part of the Order(s);



"Control": refers to (i) holding directly or indirectly more than 50% of the share capital and the corresponding voting rights of a legal entity or (ii) holding the majority of the voting rights of a legal entity or (iii) holding the right to appoint or dismiss the majority of the members of the administration, management, or supervisory bodies of a legal entity;

"Contractual Documents": has the meaning given in the Preamble;

"Intellectual Property Rights": refers to all intellectual property rights as defined in the French Intellectual Property Code and various international conventions, including but not limited to literary and artistic property rights, copyright, databases, trademarks, designs, software, patents, and any know-how of any kind;

"Force Majeure Event": refers to any event beyond the Supplier's control that could not be reasonably foreseen at the time of the Order's conclusion and whose effects cannot be avoided through appropriate measures, preventing the Supplier from performing one or more of its obligations specified in the Contractual Documents; the following do not constitute a Force Majeure Event: (i) a labor dispute at the Supplier's and/or its suppliers' and/or subcontractors', (ii) a shortage of labor or absenteeism at the Supplier's and/or its suppliers' and/or subcontractors', (iii) a fire at the Supplier's and/or its suppliers' and/or subcontractors', (iv) inflation, (v) financial difficulties of the Supplier, (vi) a deficiency of its own suppliers and/or subcontractors, and (vii) any cybersecurity or security system service interruption event;

"Supplier Requirements": refers to the document referenced ACH-G-08 summarizing the general requirements of the MECACHROME Group concerning its suppliers, available on its website (www.mecachrome.com) under the "Suppliers and Partners" section;

"Subsidiary": refers to any legal entity that, directly or indirectly through one or more legal entities, is controlled by MECA DEV;

"Supplier": refers to any legal or physical entity recipient of an Order issued by MECACHROME, including any subcontractor;

"MECACHROME Group": collectively refers to MECA DEV and its Subsidiaries;

"Confidential Information": has the meaning given in Article 10 of the GTP;

"Days": refers to the business days for each Party;

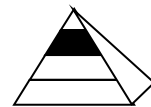
"MECA DEV": refers to the simplified joint-stock company whose registered office is located at 17 avenue Didier Daurat, Immeuble Aristote, Parc des Algorithmes, 31700 BLAGNAC, France, registered with the Trade and Companies Register under number 513 149 161 RCS TOULOUSE;

"Party(ies)": individually refers to MECACHROME or the Supplier or together refers to MECACHROME and the Supplier;

"Product": refers to any item subject to an Order, regardless of its nature, form, or medium, including parts, assemblies and sub-assemblies of parts, components, materials, processes, data, software, molds, tools, equipment, bundles, plans, technical notes, drawings, models, prototypes, test sets, or any other item subject to said Order, provided by the Supplier to MECACHROME;

"Results": refers to any information, of any nature, on any medium and in any form, whether or not subject to Intellectual Property Rights, resulting from the execution of the Order;

"Service": refers to any service subject to an Order, of any nature, provided by the Supplier to MECACHROME;



"Specifications": refers to any document issued and communicated by MECACHROME to the Supplier, defining the characteristics of the Products and/or Services, including its needs and requirements regarding said Products and/or Services, including the specifications and/or plans;

"Third Party": refers to any physical or legal person other than the Parties.

1.2 It is specified that:

- Any reference to the GTP means the entire GTP, including the Preamble, which forms an integral part thereof, and references to articles mean articles of the GTP;
- The terms "notably," "including," and "such as," or any similar term, are deemed to be followed by the words "without limitation";
- References to defined expressions have the same meaning, whether used in the plural or singular;
- Any reference to a legal or regulatory provision refers to the provision as it may be amended, replaced, or codified by any subsequent legal or regulatory provision, to the extent that such modification, replacement, or codification is applicable or may apply to the GTP; and
- When calculating the period within which or after which an action must be taken, the reference day to calculate such a period will be excluded, and if the last day of such a period is not a business day, the period will end on the next business day.

ARTICLE 2 – ORDERS

2.1 Placing Orders

The Supplier issues a commercial offer at MECACHROME's request, based on its Specifications and/or Supplier Requirements. MECACHROME accepts this offer by issuing an Order.

Once the Order is placed, the Supplier must send an acknowledgment of receipt within two (2) Days. Failing this, the Order is deemed accepted.

If the Supplier does not confirm the delivery deadline mentioned above or proposes a different delivery schedule from that requested by MECACHROME, MECACHROME reserves the right to cancel the Order within two (2) Days, without any compensation or indemnity due to the Supplier.

It is specified that any commencement of the Order's execution by the Supplier will imply acceptance without reservation of the Order's terms.

2.2 Order Modifications

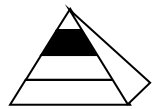
Any modification of an Order must be subject to a prior written agreement between MECACHROME and the Supplier.

In the event of a modification request by MECACHROME, the Supplier undertakes to inform MECACHROME of the potential impact of this modification in terms of costs, deadlines, and quality within two (2) Days from the receipt of said request. If the Supplier does not respond within this period, the modification will be considered accepted by the Supplier, with the initial conditions remaining unchanged.

2.3 Order Execution

2.3.1 Order Execution Terms

The Supplier undertakes to execute every Order in compliance with best practices, regulations, and standards in effect, as well as in accordance with the Contractual Documents.



The Supplier commits to providing MECACHROME with all information, instructions, and advice necessary for the execution of any Order, including, but not limited to, storage and use of the Products and/or Services.

The Supplier commits not to subcontract any part of an Order without MECACHROME's prior written consent. In the case of duly approved subcontracting, the Supplier remains solely responsible to MECACHROME for fulfilling the Order and cannot, under any circumstances, invoke its subcontractor's failures to limit its liability.

As part of executing any Order, the Supplier undertakes to audit its own suppliers, not only before entrusting them with services but also throughout the execution of said services, ensuring they possess the necessary qualifications, skills, certifications, and authorizations. In any case, the Supplier remains liable for the proper execution of any Order by its suppliers concerning MECACHROME. The Supplier remains solely responsible for its relationship with its own suppliers. In this respect, MECACHROME's liability cannot be sought or engaged by one of the Supplier's suppliers concerning the contract signed by the latter, even if this is necessary for the execution of an Order. If such a case arises under the law, the Supplier undertakes to indemnify MECACHROME for any amount MECACHROME would have to pay to said suppliers.

The Supplier agrees to immediately inform MECACHROME in writing of (i) any change in its situation that could jeopardize the proper execution of any Order, particularly in the event of the opening of bankruptcy proceedings or total or partial cessation of activities, and (ii) any change of Control affecting it.

2.3.2 Product Packaging

The packaging used by the Supplier must comply with the provisions in the Contractual Documents or, in the absence of such provisions, must be appropriate to the nature of the Products so that they do not suffer any deterioration during transport and/or storage. They must also comply with regulations in effect in the country of delivery and any countries crossed during delivery. Any Product damaged during delivery will be returned to the Supplier at its expense.

The Supplier agrees to limit the packaging volume used and, as much as possible, to use recyclable or reusable packaging.

Any returnable packaging must be identified to MECACHROME by the Supplier on the delivery note; otherwise, it will not be considered as such.

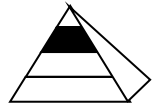
2.3.3 Entrusted Goods

MECACHROME may make available to the Supplier one or more Entrusted Goods for the execution of an Order.

In the case of machines and/or tools provided, the Supplier agrees to sign a Loan For Use with MECACHROME, which must specify the exhaustive list of the Entrusted Goods involved.

When MECACHROME entrusts goods to the Supplier, the latter is responsible for them and will be liable. The Supplier must indemnify MECACHROME for any damages incurred and all repair and/or replacement costs resulting from damage and/or loss caused to the Entrusted Goods.

The Supplier agrees to take care of the Entrusted Goods with at least the same level of precaution as its own goods, and in any event, in accordance with standard industry hygiene and safety norms, fire prevention, environmental standards, and appropriate storage recommendations. It is understood that the Supplier will not be held responsible for normal wear and tear of the Entrusted Goods, provided that no fault has been committed. However, the Supplier agrees to inform MECACHROME promptly if renewal of said Entrusted Goods is needed to prevent any interruption in the production chain. The Supplier agrees to keep MECACHROME informed without delay of any incident, malfunction, or problem related to the Entrusted Goods and to take all necessary and appropriate measures to preserve the owner's rights, whether they belong to MECACHROME or the Client.



The Supplier must obtain MECACHROME's prior written authorization before transferring the Entrusted Goods, whether for maintenance, repair, or change in the use location. If, due to its internal logistics organization, the Supplier temporarily stores the Entrusted Goods at a different location, it must inform MECACHROME beforehand.

No modification of the Entrusted Goods may be made without MECACHROME's express consent.

The Supplier undertakes to uphold MECACHROME or the Client's property rights over the Entrusted Goods and mark them to reflect ownership by MECACHROME or the Client, avoiding any confusion with its own goods and/or those belonging to a Third Party.

The Supplier also undertakes, in the event of bankruptcy or any other seizure procedure, to indicate to any duly authorized person that the Entrusted Goods are not its property and cannot be subject to such procedure. If the Supplier fails to fulfill this obligation and thereby causes MECACHROME to lose its rights over the Entrusted Goods, the Supplier agrees to immediately and at its expense replace these Entrusted Goods, which will automatically become MECACHROME's property.

The Supplier agrees to return the Entrusted Goods upon MECACHROME's first request, according to the terms and within the timeframe communicated by MECACHROME. The Supplier agrees to return the Entrusted Goods, complete and in working order, with all associated and useful documentation (plans, specifications, user manuals, maintenance records, etc.). Returning an Entrusted Good will not entitle the Supplier to any compensation. In case of refusal to return the Entrusted Goods, MECACHROME reserves the right to apply a penalty of 1% of the declared value of the Entrusted Goods per day of delay, without prejudice to any other remedy MECACHROME may claim. This penalty will be invoiced by MECACHROME.

The Supplier agrees to maintain the Entrusted Goods necessary for their proper functioning at its own expense. It must provide MECACHROME with all maintenance operation records.

2.3.4 Audits

At any time during the execution of an Order, MECACHROME, the Clients, and any competent administrative authority may, after prior notification within a reasonable timeframe, conduct audits on one or more Supplier sites.

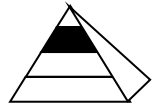
The Supplier agrees to cooperate with the auditor(s) appointed by MECACHROME, the Clients, and/or any competent administrative authority, particularly by granting them free access to its production sites.

ARTICLE 3 - DELIVERY OF PRODUCTS AND/OR SERVICES, DEADLINES, TRANSFER OF OWNERSHIP AND RISKS

3.1 The delivery of Products and/or Services must be carried out at the place and according to the schedule indicated on the Order.

Unless otherwise agreed between the Parties, the delivery of Products is made according to the Incoterm Delivered At Place (DAP).

In case of intervention at a MECACHROME site, the Supplier agrees to comply with the safety instructions and measures outlined in the site's prevention and safety plan. It is the Supplier's responsibility to obtain this from MECACHROME's Health, Safety, and Environment department and be informed of the provisions of this plan. The Supplier agrees to enforce these provisions with its personnel, who remain under its exclusive supervision at all times, as well as with any subcontractor or carrier.



On the day of delivery of the Products, the Supplier agrees to present a delivery note indicating the MECACHROME Order number and generally comply with the Supplier Requirements. If applicable, it must have completed all customs procedures at its expense and provide all necessary documentation at delivery to comply with applicable customs regulations.

3.2 The deadlines agreed upon between the Parties are imperative, and their observance constitutes an essential clause for MECACHROME, without which it would not have contracted.

The Supplier must immediately inform MECACHROME in writing of any foreseeable delay in meeting the deadlines specified in the Order, as well as the measures taken to remedy it, with all additional costs resulting from this delay, except in cases of Force Majeure, being borne by the Supplier.

If the Supplier fails to meet the delivery deadlines for the Products and/or the Services, the Supplier will be liable, as of the occurrence of the term and without prior notice, for delay penalties amounting to 2% of the total Order amount excluding taxes per calendar day of delay. These penalties will be invoiced by MECACHROME. It is specified that the payment of these penalties does not have a liberating effect.

No early delivery of the Products and/or Services may be made without MECACHROME's prior written authorization. In any case, invoicing must comply with the initial Order deadline.

3.3 The transfer of ownership of the Products to MECACHROME occurs upon MECACHROME's receipt and acceptance of the Product. From this point, the Supplier waives any retention of title clause concerning MECACHROME.

In the case of an Order for machines, tools, or equipment necessary for Product manufacturing, ownership of these items will transfer upon their manufacture. The Supplier agrees to inform its own suppliers if necessary. These items will then qualify as Entrusted Goods.

3.4 Unless otherwise agreed between the Parties, the transfer of risk of the Products is made according to the Incoterm *Delivered At Place (DAP)*.

ARTICLE 4 - PRICE, INVOICING, AND PAYMENT

4.1 Prices are expressed exclusive of taxes, and the currency is that indicated on the Order.

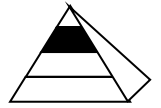
Prices are fixed and cannot be revised without MECACHROME's prior agreement.

These prices include all costs and expenses incurred by the Supplier for the execution of the Order, including, if applicable, and without being limited to, the necessary training for Product use, the right to use the Supplier's Own Knowledge necessary for the Product's use, the transfer to MECACHROME of any Results and related property rights, as well as travel expenses to MECACHROME's relevant site.

The Parties exclude the application of Article 1195 of the French Civil Code, taking responsibility for the consequences of any change in circumstances occurring during the Order's execution.

4.2 Any payment request from the Supplier must be made according to the Order (especially in the case of milestone payments) and must be accompanied by an invoice sent to the billing address mentioned on the Order. The Supplier must include, in addition to MECACHROME's Order number, all mandatory information required by law, including MECACHROME's EU VAT number for EU countries.

It is specified that no invoice may be issued by the Supplier until the Product and/or Service has been received and accepted by MECACHROME unless otherwise specified by applicable Incoterms.



4.3 MECACHROME will make payment via bank transfer sixty (60) calendar days net from the date of the invoice issue, unless otherwise agreed upon by the Parties.

ARTICLE 5 - DEADLINES, QUALITY, WARRANTY, AND PENALTIES

5.1 The Products delivered and/or Services performed by the Supplier must comply with the Contractual Documents, particularly in terms of deadlines, cost, and quality.

5.2 In case of non-conformity of Products and/or Services identified by the Supplier before their delivery, the Supplier agrees to inform MECACHROME and submit a waiver request to be authorized to deliver the Products as is. The Supplier cannot deliver a Product and/or Service under a waiver request until MECACHROME has approved this request.

Regardless of the waiver request's outcome, the Supplier must compensate MECACHROME for all additional costs generated by the non-conformity, and an amount of three hundred (300) euros excluding taxes will be charged to the Supplier. This amount will be invoiced by MECACHROME.

5.3 If MECACHROME identifies non-conformity in Products and/or Services after they have been delivered, it may reject all non-conforming Products by sending the Supplier a written claim, which may include any reservations made to the carrier.

The Products and/or Services concerned will then be returned by MECACHROME to the Supplier, who will replace or rectify them within a maximum of one (1) Day. All costs related to the return of the Products and/or Services concerned and their replacement/rectification, including transport costs, whether incurred by MECACHROME and/or the Client, will be borne exclusively by the Supplier. The Supplier will also be responsible for checking the entire batch concerned by the defect or non-conformity and, if necessary, implementing corrective actions to remedy the defect or non-conformity.

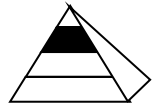
If the Supplier disagrees with MECACHROME's claim, it will be up to the Supplier to demonstrate the conformity or absence of defects in its Products and/or the Service performed. If the Supplier fails to fulfill its warranty obligation, MECACHROME reserves the right to carry out or have the necessary work performed by a Third Party at the Supplier's expense.

If necessary, MECACHROME may choose not to return the non-conforming or defective Products and/or Services.

In any event, whether or not MECACHROME returns the non-conforming or defective Products and/or Services, the Supplier must compensate MECACHROME for all additional costs generated by the non-conformity, and an amount of three hundred (300) euros excluding taxes will be charged to the Supplier. This amount will be invoiced by MECACHROME.

5.4 If non-conformity of Products and/or Services is identified by the Client, the Supplier must compensate MECACHROME for all additional costs generated by the non-conformity, and an amount of three hundred (300) euros excluding taxes will be charged to the Supplier. This amount will be invoiced by MECACHROME. Notably, if the Client applies a penalty to MECACHROME, MECACHROME reserves the right to pass on this amount to the Supplier.

5.5 The Supplier undertakes to guarantee its Products and/or Services for a period of twenty-four (24) months from the date of acceptance unless a longer period is required by the Client, in which case MECACHROME will inform the Supplier during the tender process. In the event of a new replacement of the Product, the warranty period will be twenty-four (24) months on the new Product. In the case of intervention on the Product and/or Service, the warranty period is suspended during the time of rectification and resumes upon validation by MECACHROME.



The Supplier remains bound by all legal obligations applicable to the Products and/or Services, depending on the applicable law and the location of the delivery of the Products and/or Services, particularly those relating to hidden defects and defective products.

5.6 In the event of the cessation of production of a Product or the provision of a Service subject to an Order, the Supplier agrees to inform MECACHROME in writing at least one (1) year in advance and to implement all necessary actions to ensure production continuity.

ARTICLE 6 - LIABILITY AND INSURANCE

6.1 The Supplier is responsible for the proper execution of the Order and for all damages resulting from partial or total non-fulfillment of the Order, both to MECACHROME and to Third Parties, including the Client. As such, the Supplier must indemnify MECACHROME for any damages incurred and all costs that would result from improper or non-performance of the Order, including repair and/or replacement costs resulting from damage or loss caused to the Entrusted Goods.

6.2 The Supplier agrees to take out and maintain in force with reputable and solvent companies all general and professional liability insurance policies, and if applicable, aviation and space liability insurance, covering, among others, its liability before and after the delivery of Products and/or Services, resulting from its own activities, those of its subcontractors or suppliers, storage (including in case of damages caused by or to the Entrusted Goods), transportation if applicable, and covering all risks for which it is responsible, impacting the execution of the Order, including risks related to information systems.

Additionally, the Supplier agrees to insure the Entrusted Goods against all risks, including fire, hail, water damage, natural disasters, theft, loss, or vandalism, machinery breakdown, and all other damages, for their replacement value as new, and for the duration of the Loan For Use. The Supplier also agrees to take out liability insurance covering damage caused by or to the Entrusted Goods.

The Supplier shall provide MECACHROME with proof of the insurance policies taken out and the proof of payment of the associated premiums upon MECACHROME's request.

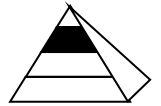
Any failure or limitation of coverage in terms of amount or type of guarantee shall not be enforceable against MECACHROME, and the Supplier will remain liable for amounts due to MECACHROME even if no insurance covers the damages.

ARTICLE 7 - FORCE MAJEURE

When a Force Majeure Event prevents or delays the execution of an Order, the Supplier must notify MECACHROME in writing within two (2) Days of the occurrence of said Force Majeure Event (the "Force Majeure Notice"). The Force Majeure Notice must contain at least a description of the circumstances affecting the Supplier's obligations, its action plan to minimize the consequences, and the foreseeable duration of the Force Majeure Event, accompanied by all supporting documents.

The Supplier's obligations will be suspended for the duration of the temporary Force Majeure Event, provided that the Supplier takes all measures to minimize its consequences and provides all necessary support to MECACHROME.

If the Supplier is unable to deliver after fifteen (15) Days following the Force Majeure Notice, the Order may be terminated by MECACHROME automatically and without notice, without fault on its part, and without indemnity to the Supplier, by registered letter with acknowledgment of receipt.



Once the Force Majeure Event ceases, the Supplier must take all necessary means and resources to resume normal execution of its contractual obligations as soon as possible. To this end, the Supplier will notify MECACHROME of the resumption of its obligation in writing and as soon as possible.

ARTICLE 8 - ORDER TERMINATION

8.1 In the event of a breach by the Supplier of any of its obligations under an Order, MECACHROME reserves the right to terminate all or part of it after a fifteen (15) Day notice period has expired without remedy, without prejudice to any damages MECACHROME may claim and without any compensation due to the Supplier.

If necessary, MECACHROME reserves the right to perform or have all or part of the Order performed at the Supplier's expense. To this end, the Supplier undertakes, at MECACHROME's request, to provide all necessary elements for Product manufacturing.

8.2 In the event of a Client's termination of an order from which the Order placed with the Supplier is derived, MECACHROME may also terminate the Order, provided it informs the Supplier at least thirty (30) Days in advance, without prejudice to any damages MECACHROME may claim and without any compensation due to the Supplier.

8.3 In the event of bankruptcy proceedings against the Supplier, MECACHROME may automatically terminate the Order without notice, without fault on its part, and without any compensation due to the Supplier, subject to applicable legal and regulatory provisions.

8.4 In the event of a change of Control of the Supplier during the Order, MECACHROME may terminate any Order automatically, without prejudice to any damages MECACHROME may claim and without any compensation due to the Supplier.

ARTICLE 9 - INTELLECTUAL PROPERTY AND OWN KNOWLEDGE

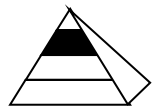
Each Party retains ownership of its Own Knowledge and Intellectual Property Rights developed and acquired before the Order.

All Intellectual Property Rights relating to the Results, regardless of the nature of these Results, as well as any associated documentation, will be the exclusive property of MECACHROME.

The Supplier undertakes not to replicate the Entrusted Goods and Results and also not to make available and/or transmit the content of the Intellectual Property Rights attached to the Entrusted Goods and Results, in any form or manner, and generally not to infringe directly, indirectly, or through Third Parties, in any way, MECACHROME's rights.

If the Supplier's Own Knowledge or Intellectual Property Rights are necessary for the use and/or exploitation of the Results, the Supplier agrees to grant MECACHROME non-exclusive, irrevocable, transferable usage and/or exploitation rights free of charge, with the right to sublicense. MECACHROME agrees not to use these for any purpose other than using and/or exploiting the Results, unless specifically agreed upon in advance between the Parties.

The Supplier undertakes not to use any Intellectual Property Rights belonging to a Third Party without prior authorization from that Third Party for the execution of the Order. Any fees or royalties due for such use are the sole responsibility of the Supplier. In case of infringement of rights belonging to a Third Party, the Supplier will be solely responsible and may be liable to compensate MECACHROME for any damage suffered, in addition to the damage caused to the Third Party.



ARTICLE 10 - CONFIDENTIALITY

10.1 The Parties undertake to comply with any confidentiality agreement signed between them before negotiating an Order.

10.2 In the absence of such an agreement, they undertake to comply with the following provisions.

The terms "Confidential Information" cover all information communicated by either Party, in writing or orally, including but not limited to:

- All information regarding Products and/or Services and their production, processes, techniques, and know-how related to the production of said Products and/or Services (including, without limitation, all documents, samples, specifications, drawings, designs, methodologies, analyses, trade secrets, patents, knowledge, data, software, commercial and financial information);
- All other information related to the Order that should reasonably be recognized as confidential by a Party, including but not limited to those obtained during site visits;
- The existence, content, and/or progress of the Order;
- All summaries, studies, analyses, or other documents prepared by a Party containing or reflecting any of the above information.

Each Party, as far as it is authorized to do so, will only transmit to the other Party the Confidential Information it deems necessary for the execution of the Order.

The Party receiving the Confidential Information agrees, during the Order and for ten (10) years from the delivery of the Products and/or Services, that the Confidential Information from the transmitting Party:

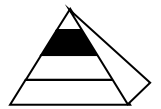
- Will be protected and kept strictly confidential and treated with the same degree of care and protection it applies to its own confidential information of equal importance;
- Will only be disclosed internally to members of its staff who need to know for the execution of the Order and used by them solely for the purpose defined by the Order; however, each Party may disclose the Order and related documents under strict confidentiality to its insurer, auditors, tax and social authorities in case of control, or upon a court injunction when necessary to enforce or prove rights under the Order;
- Will not be used, in whole or in part, for any other purpose than that defined herein without the prior written consent of the transmitting Party;
- Will not be disclosed or made available, either directly or indirectly, to any Third Party or persons other than those mentioned above, without the prior written consent of the transmitting Party;
- Will not be copied, reproduced, duplicated, or recorded, in whole or in part, unless necessary to perform obligations under the Order or unless such copies, reproductions, duplications, or recordings have been specifically and in writing authorized by the transmitting Party.

Additionally, each Party agrees not to use the knowledge acquired about the know-how, organization, and strategy of the other Party for the benefit of a Third Party.

All Confidential Information and their copies transmitted by either Party to the other Party will remain the property of the transmitting Party and must, upon the Order's expiration and upon the simple request of the latter:

- Be returned immediately, at the transmitting Party's expense, and/or destroyed;
- Be deleted from all computers/networks or no longer retained electronically.

The receiving Party will not have any obligation or be subject to any restriction concerning all Confidential Information for which it can demonstrate:



- That they entered the public domain prior to or after disclosure but, in such cases, without any fault attributable to it; or
- That they were already known to it at the time of disclosure, without any pre-existing obligation to protect that information; or
- That they were lawfully received from a Third Party without restriction or violation of the provisions of this article; or
- That they were published without violating this article; or
- That their use or disclosure was previously authorized in writing by the transmitting Party; or
- That they were disclosed for the benefit of and at the request of a court or competent administrative authority. Within the limits allowed by law, before disclosing Confidential Information, the receiving Party must inform the transmitting Party of this request with sufficient written notice to allow the transmitting Party to seek an injunction (or any other appropriate remedy) or to waive the application of this confidentiality clause or agree on the content of such disclosure. The receiving Party may only disclose the Confidential Information once the notice given to the transmitting Party has expired. If the receiving Party is unable to inform the transmitting Party before disclosing the Confidential Information, the receiving Party must, within the limits allowed by law, inform the transmitting Party as soon as possible after the disclosure. The receiving Party will use its best efforts to ensure that confidential treatment is accorded to these Confidential Information.

ARTICLE 11 - COMPLIANCE

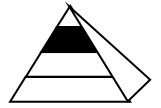
In general, throughout the duration of the Order, the Supplier agrees to comply with all applicable regulations applicable to each Party and the Order, as well as all provisions of the Supplier Code of Conduct.

The Supplier will obtain the same commitments from its employees, its own suppliers, and/or subcontractors.

In particular, throughout the duration of the Order, the Supplier undertakes to act ethically and comply with the following regulations:

- **Social, tax, professional, and environmental regulations**, including:
 - Those relating to hygiene, safety, and the environment,
 - Those aimed at combating hidden employment, whether in France or abroad,
 - Those relating to licenses and certifications necessary for the operation of its activity, particularly in the case of activities subject to ICPE regulations;
- **Import/export regulations**, specifying that the Supplier agrees to:
 - Comply with all customs and/or export control regulations;
 - Obtain from the competent authorities all import or export authorizations required for the execution of MECACHROME's Order;
 - Not transfer, export, or import any product, technology, technical data, or goods if doing so would violate the applicable import/export regulations; o Provide MECACHROME with all documentation required in terms of import/export compliance;
 - Furthermore, the Supplier agrees:
 - To implement, in its supply chains, all necessary measures to guarantee that the following materials:
 - Tantalum,
 - Tin,
 - Tungsten,
 - Gold

do not originate from a conflict-affected and high-risk area, and to provide, upon request, data relating to said supply chains on a platform determined by the End Client,



- To implement, in its supply chains, all necessary measures to ensure that the supply does not incorporate any Russian-origin steel inputs listed in the regulations applicable to the sanctions against Russia, particularly in Regulation (EU) N°833/2014 as amended,
 - To provide, upon request, any document proving the origin of steel inputs used in the supply to ensure its compliance with the above-mentioned regulations.
- **Anti-corruption regulations**, declaring that the Supplier has implemented a compliance program meeting the requirements of the French law n°2016-1691 of December 9, 2016, known as the Sapin II Law, on transparency, anti-corruption, and modernization of economic life, or any similar regulation applicable to it.

In this respect, the Supplier certifies and guarantees that in the framework of the Order, no undue financial advantage or other benefit of any kind has been offered, promised, accepted, or provided directly by the Supplier or indirectly through a Third Party, in the name of the Supplier or in the name of MECACHROME, to any person holding authority or public power, in charge of a public service, or holder of any elective mandate, to any political party or candidate for any elective mandate, to any supplier or any person (including any employee, representative, director, or agent of the Supplier or MECACHROME), to obtain the performance or omission of an act in violation of applicable anti-corruption regulations.

The Supplier also guarantees that it has not been subject to civil and/or criminal sanctions, either in France or abroad, for violating these regulations and that no investigation or proceedings that could lead to such sanctions are underway;

- **Anti-money laundering regulations:** The Supplier declares, in accordance with anti-money laundering and terrorism financing regulations, that it is acting on its own behalf, that the origin of the funds used for the realization and payment of the Products and/or Services is legal and does not come from an activity contrary to the law applicable to it.
- **Competition regulations:** The Supplier undertakes, among other things, not to approach directly or indirectly any Client regarding any market for which MECACHROME has consulted the Supplier, whether or not this market has been awarded to it;
- **Data protection regulations:** The Supplier undertakes, in particular, when processing personal data in the context of executing the Order, to comply with the provisions of Regulation (EU) n°2016/679 of the European Parliament and Council of April 27, 2016 (GDPR) and/or any similar or equivalent foreign regulation applicable to the Parties.

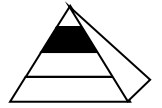
In this respect, the Supplier agrees to use personal data only for the needs of executing the Order, implement all technical and organizational measures to prevent any fraudulent access or use of personal data, and prevent any loss, alteration, and destruction of said data.

If personal data is transferred outside the European Union, the Supplier agrees to ensure an adequate and appropriate level of protection for said data and to regulate these transfers using existing legal tools.

In case of a disclosure request for personal data by a judicial or administrative authority (unless otherwise provided) or a personal data breach affecting the collected data, the Supplier must inform MECACHROME by any means within 48 hours after becoming aware of it. The Supplier also agrees to stop the breach and minimize its effects.

The Supplier agrees to delete or anonymize personal data when the retention period agreed with MECACHROME expires.

Upon MECACHROME's request, the Supplier agrees to provide any evidence justifying its compliance with the applicable regulations.



The Supplier certifies that its suppliers, subcontractors, and service providers have taken all necessary measures to comply with these laws.

Compliance with this article by the Supplier constitutes an essential obligation under the Order and, in the event of a breach by the Supplier, after a fifteen (15) Day notice period without remedy:

- The Supplier will guarantee, indemnify, and hold harmless MECACHROME from any claim, loss, damage, liability, expense, or cost of any kind, directly or indirectly resulting from said breach;
- MECACHROME will have the right to immediately terminate the Order, without prejudice to any other contractual or legal recourse available.

ARTICLE 12 - APPLICABLE LAW, JURISDICTION, AND LANGUAGE

12.1 The Order will be governed and interpreted according to French law, excluding the application of the 1980 Vienna Convention on the International Sale of Goods. However, as the GTP aim to set the legal framework for commercial relations between a Supplier and a Subsidiary whose registered office is based in a country other than France, the applicable law will be that of the country where the registered office of the said Subsidiary is located.

12.2 Any dispute relating to the Order arising between MECACHROME and the Supplier must be subject to a prior attempt at an amicable settlement.

If the dispute persists beyond thirty (30) Days, it may be resolved by the Commercial Court of Toulouse (France). However, for a Subsidiary whose registered office is based in a country other than France, the competent court will be that within the jurisdiction of the registered office of that Subsidiary.

In case of emergency, MECACHROME also reserves the right to bring proceedings before any competent jurisdiction to which the Supplier may be subject.

12.3 The GTP are written in French. In case they are translated into one or more languages, only the French text will prevail in case of dispute.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 The invalidity of one or more provisions of the GTP does not affect its other provisions, with the Parties agreeing to negotiate in good faith to amend the invalid provisions.

13.2 The Supplier agrees not to transfer all or part of the Order without MECACHROME's prior written consent, including in the context of a merger, partial asset transfer, or spin-off.

In all cases, MECACHROME's consent, if granted, will not release the Supplier from its responsibility under the Order.