

## KIA AMERICA, INC. PURCHASE ORDER STANDARD TERMS & CONDITIONS

1. **AGREEMENT:** These purchase order standard terms and conditions ("**Standard Terms**") govern the purchase of goods, services, software, platforms, support, hosting, maintenance, consulting and other products, materials or items (collectively, "**Services**") purchased by Kia America, Inc. ("**Buyer**") from supplier ("**Supplier**"). These Standard Terms are incorporated into and become part of that certain letter of authorization or purchase order (each a "**PO**") to which these Standard Terms are referenced and shall include any and all warranties provided by the Supplier and all technical requirements and specifications, drawings, designs and other provisions attached to, incorporated into or otherwise made a part of such PO (collectively, the "**Agreement**"). THE BUYER SHALL NOT BE BOUND BY THIS AGREEMENT UNLESS AND UNTIL THE SUPPLIER COUNTERSIGNS AND RETURNS THE PO TO BUYER OR OTHERWISE CONFIRMS ACCEPTANCE OF THIS AGREEMENT BY ANOTHER SIGNED WRITING. Supplier shall be bound by this Agreement and its terms and conditions when Supplier executes and returns the PO or otherwise acknowledges its agreement to this Agreement or when Supplier ships and/or commences work with respect to any of the Services ordered in the PO. The parties acknowledge that this Agreement is intended to be an enforceable agreement until such time (if ever) that a Master Services Agreement is negotiated and executed by the parties. Until such time as the Master Services Agreement has been entered into by the parties (if ever), this Agreement shall be an enforceable agreement between the parties. No modification of or release from this PO (including these Standard Terms and Conditions) shall be binding unless agreed to in writing by the parties. Unless specifically agreed to otherwise by Buyer and Supplier, these terms and conditions supersede any submitted by Supplier in any proposal or acknowledgment, and any terms and conditions proposed by Supplier, which are different from or in addition to the PO, are unacceptable to Buyer and are expressly rejected by Buyer.

2. **CHANGES:** Buyer reserves the right at any time to make changes in the specifications, drawings, samples or other description to which Services ordered are to conform, in the methods of shipment and packaging, or in the time or place of delivery provided that, in such event, Supplier shall use commercially reasonable efforts to minimize any increase in cost or delay in delivery. In such event an equitable adjustment will be made in price and/or time of performance mutually satisfactory to Buyer and Supplier, but any claim by Supplier for an adjustment shall be deemed waived unless notice of a claim is made in writing within thirty (30) days following Supplier's receipt of such changes. Price increases and/or extensions of time shall not be binding upon Buyer unless evidenced by a revised purchase order issued by Buyer.

3. **SPECIFICATIONS AND INSPECTIONS:** All specifications, drawings and other data submitted to Supplier herewith are hereby incorporated herein and made a part hereof. All Services will comply with such specifications. Buyer will have the right to inspect and test Services ordered at any stage or completion or location and if any inspection or test is made on Supplier's premises, Supplier shall, without additional charge, provide all reasonable facilities and convenience to Buyer's inspectors. Buyer reserves the right to reject Services that do not strictly conform to the specifications or any warranty. If rejected after delivery, rejected Services will be returned to Supplier at Supplier's risk and expense. Payment for any Services shall not be deemed acceptance thereof.

4. **PAYMENT:** Payment of the purchase price for the Services is due from Buyer thirty (30) days after the date on which Buyer receives Supplier's invoice.

5. **CONFIDENTIALITY:** Unless otherwise agreed by Buyer in writing, Supplier shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials or information provided by Buyer to Supplier in connection with Supplier's performance of the PO or prepared by Supplier specifically for Buyer pursuant to the PO, including, but not limited to, any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("**Confidential Information**"). Supplier shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of the term of the PO, or upon Buyer's earlier request, Supplier shall promptly return to Buyer all Confidential Information not consumed in the performance of the PO, together with any copies in Supplier's possession. Supplier shall use Confidential Information solely for Supplier's performance of the PO for Buyer, and Supplier shall not, without Buyer's prior written consent, directly or indirectly use or sell Confidential Information or information derived therefrom in performing Services or providing goods for any other customer of Supplier, or any other person or entity. Supplier shall ensure that all subcontracts, purchase orders and other agreements entered into by Supplier or any of its subcontractors or suppliers of any tier shall provide to Buyer and Buyer's Confidential Information the same rights and protection with regard to such subcontractors or suppliers as are contained in this Section with regard to Supplier. Supplier shall, as soon as reasonably practical after discovery, report to the Buyer any unauthorized use, disclosure or access to the Buyer's Confidential Information, subject to any restrictions placed on the timing of such notice by a law enforcement or regulatory agency investigating the incident. In addition, Supplier shall take reasonable measures to prevent any further unauthorized use, disclosure or access. Supplier acknowledges that its breach of this Section 5 may result in irreparable harm and significant injury to Buyer that may be difficult to ascertain. Buyer will have the right to seek, in addition to any other remedies that may be available to it at law or in equity (including an award of attorneys' fees where it is the prevailing party), to seek an immediate injunction in the event of any breach of Section 5 without posting bond.

6. **DATA PRIVACY AND PROTECTION:** In light of the California Consumer Privacy Act of 2018 ("**CCPA**") and to ensure that adequate contractual terms are in place between the parties to comply with the CCPA, the parties acknowledge and

agree that Supplier shall be considered a Service Provider when processing any personal information on behalf of Buyer. For purposes of this Section 6, “**Commercial Purpose**,” “**Personal Information**,” “**Sell(ing)**,” and “**Service Provider**” have the meanings given to them in the CCPA. Should the scope of the Services as stated in the PO change such that Supplier is no longer a Service Provider to Buyer, Supplier shall provide Buyer with prior written notice of such change(s) and the parties shall negotiate in good faith with respect to the issue, including, without limitation, a written amendment to this Agreement addressing the relationship between the parties with respect to such Services. For relevant Services, except as otherwise permitted by the CCPA and subject to the provisions set herein, Supplier is prohibited from: (i) Selling Personal Information; and (ii) retaining, using, or disclosing Personal Information for any purpose other than for the specific purpose of performing the Services, which, for the avoidance of doubt, also prohibits Supplier from retaining, using, or disclosing Personal Information outside of its direct business relationship with Buyer or for any other Commercial Purpose. Supplier may, however, disclose the Personal Information to its own Service Providers where Supplier has carried out adequate due diligence on each such Service Provider and included terms in the contract between Supplier and such Service Provider that are equivalent to those set out in this Section 6. Supplier shall promptly and in good faith take such actions and provide such information and assistance as Buyer may reasonably request and as directly related to the Services to enable Buyer to honor requests of individuals to exercise their rights under the CCPA. Supplier agrees to take all necessary measures, including operational, managerial, physical and technical measures, to ensure that all Personal Information is protected against loss, damage and unauthorized and unlawful access, use, modification or other misuse. Supplier hereby certifies that it understands and will comply with the restrictions and requirements set forth in this Section 6.

7. **OWNERSHIP OF WORK PRODUCT:** Any and all deliverables, materials or works created for Buyer by Supplier, alone or with others, pursuant to the PO, including, without limitation, any business ideas, concepts, copy, product ideas or other information developed specifically and exclusively for Buyer by Supplier in connection with or resulting, in whole or in part, from the Services provided under the PO (“**Deliverables**”) are works made for hire for Buyer, and shall be (as of the moment of creation) the sole property of Buyer. To the extent such Deliverables do not qualify as a work made for hire, Supplier assigns to Buyer, without further consideration, all right, title and interest in the Deliverables. Buyer will own the entire right, title and interest in and to all Deliverables. Buyer shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in the Deliverables. Supplier agrees to deliver to Buyer all Deliverables at the agreed time or, if not sooner, upon termination or completion of the transaction to which the PO pertains. To the fullest extent allowable under applicable laws, Supplier hereby irrevocably waives or assign(s) to Buyer Supplier’s so-called “moral rights” or “droit moral.” Supplier expressly acknowledges that if under any applicable law the above waiver or assignment by Management of “moral rights” or “droit moral” is not effective, then Supplier will exercise such rights in a manner that recognizes the contribution of and will not have a material adverse effect upon such other contributors or Buyer. Without the prior written approval of Buyer, Supplier will not utilize photographs, artwork, music, or any other materials owned, in whole or in part, by it or any other third party (“**Third Party Materials**”) in any Deliverable. In the event that Buyer authorizes the use of such Third Party Materials, then Supplier will be solely responsible for obtaining any and all consents, licenses, and other permissions which may be required for using such Third Party Materials in the manner contemplated by the PO, and Supplier grants to Buyer a royalty-free, worldwide, non-exclusive, irrevocable, perpetual license throughout the universe to publish, modify, transfer, translate, deliver, create derivative works from, copy, display, perform, use, sub-license and dispose of in any manner any portion of any Third Party Materials as embodied in the Deliverables. Buyer’s exercise of approval rights of Deliverables that embody or are connected with such Third Party Materials does not waive Supplier’s obligations within this Section 7.

8. **DELIVERY; TITLE; RISK OF LOSS:** All goods purchased from Supplier shall be suitably prepared, packed, and marked for shipment. Supplier will not allow extra charges for packing, cartage or anything else unless stated in the PO. Unless otherwise stated in the PO, all shipments of goods are to be F.O.B. Buyer with title to goods transferring at the time of receipt. Time and rate of deliveries are the essence of the PO. If deliveries are made later than that agreed upon, Buyer shall have the right in addition to all other remedies, to reject and at the Buyer’s option, return the goods so delivered and terminate the purchase contract, either with respect thereto or together with the remaining installments and charge Supplier with any loss thereby incurred. Risk of loss of all goods shall remain in Supplier until receipt by Buyer at destination, unless otherwise specified in the PO, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.

9. **REPRESENTATIONS AND WARRANTIES:** Supplier represents and warrants to Buyer that: (i) the Services will be delivered timely and conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer (if any), and will be merchantable, of good material and workmanship and free from defects and will be fit and sufficient for the particular purposes intended by Buyer; (ii) it has complied with and shall continue to comply with all applicable foreign, federal, state and local laws, regulations, rules and ordinances applicable to the performance of its obligations; and (iii) it maintains an a written information security program that has administrative, technical, and physical safeguards (appropriate for its size and complexity, the nature and scope of its activities, and the sensitivity of customer information) sufficient to protect the security of any customer information in Supplier’s possession.

10. **TERM AND TERMINATION:** (a) **Term.** The PO shall commence and end on the effective dates designated on the PO (and if no end date is specified, shall end at the conclusion of the performance of the obligations of the parties thereunder). (b) **Termination for Default.** In the event of a breach by Supplier of any of the provisions of the PO, Buyer reserves the right to cancel and terminate the PO forthwith upon giving oral or written notice to Supplier. Supplier shall be liable for damages suffered by Buyer resulting from Supplier’s breach. Supplier covenants and agrees that in the event suit is instituted by Buyer for any default on the part of Supplier, and Supplier is adjudged by a court of competent jurisdiction to be in default,

Supplier shall pay to Buyer all costs and expenses expended or incurred by Buyer in connection therewith, including without limitation, reasonable attorneys' fees. (c) Termination for Convenience. In addition to any other rights of Buyer to cancel or terminate the PO, Buyer may at its option immediately terminate or cancel all or any part of the PO, at any time and for any reason, by giving written notice to Supplier. Upon such termination Buyer shall pay to Supplier the following amounts without duplication: (i) the PO price for all Services which have been completed in accordance with the PO and not previously paid for; and (ii) the actual costs of work-in-progress and raw materials incurred by Supplier in furnishing the Services under the PO to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the PO, less however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished Services, work-in-progress or raw materials fabricated or procured by Supplier in amounts in excess of those authorized in delivery releases nor for any undelivered Services, which are in Supplier's standard stock or which are readily marketable. Payments made under this Section shall not exceed the aggregate price payable by Buyer under the PO. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, and general and administrative burden charges from termination of the PO. Within sixty (60) days from the effective date of termination, Supplier shall submit a comprehensive termination claim to Buyer, with sufficient supporting to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request, or its agent, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items related to any termination claim of Supplier.

11. **INDEMNIFICATION**: Supplier will indemnify, defend and hold harmless Buyer, its parent company and subsidiaries and each of their respective officers, directors, employees, subcontractors, agents and representatives (collectively, the "indemnitees") from any and all liabilities, lawsuits, claims, losses and costs, including, but not limited to any and all expenses, liabilities, damages, cost and attorney's fees, which an indemnitee may incur in connection with any such claims, against or incurred by any indemnitee, of any kind or nature whatsoever, arising out of or in any manner attributable to: (i) any breach or alleged breach of any of the terms, covenants, conditions, warranties or provisions of the PO (including the terms hereof) by Supplier, its officers, agents, servants, employees, designees, assignees or permittees, (ii) the purchase or use of any Services or Deliverables; (iii) unauthorized disclosure of Buyer's Confidential Information, including Personal Information; (iv) if the Services or Deliverables infringe, violate or misappropriate third party rights; or (v) personal injury, including death, or property damage sustained by a third party, resulting from or arising out of an act or omission of Supplier, or Supplier's agents, employees, or contractors in fulfillment of the PO.

12. **LIMITATION OF LIABILITY**: EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, A BREACH OF SECTION 6, OR FOR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, REVENUE OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE. BUYER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEE PAID BY BUYER TO SUPPLIER PURSUANT TO THE PO.

13. **PUBLICITY**: Supplier shall not, without first obtaining the written consent of Buyer in any manner advertise or publish the fact that Supplier has contracted to furnish Buyer the goods and Services herein ordered, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials.

14. **INSURANCE**: Supplier shall carry insurance protection sufficient to meet all liabilities that are mentioned herein. For service performed on site (e.g., construction, facility maintenance, equipment require, installation, etc.) Supplier shall procure and maintain the following coverage's: (a) General Liability: Supplier agrees to provide Broad Form Commercial General Liability insurance in limits no less than Two Million Dollars (\$2,000,000.00) for Bodily Injury and Property Damage (including Personal Injury and Contractual Liability) per occurrence. Buyer shall be named or included as an additional insured on the commercial general liability insurance; and (b) Worker's Compensation: Supplier agrees to provide Worker's Compensation and Employer's Liability insurance as required by Federal and/or State statutes for Supplier's employees and agents. Supplier shall provide Buyer with certificates of insurance evidencing the foregoing coverages. If current certificates are not on file with Buyer, Supplier shall forward current certificates to Kia America, Inc., Attn: Administration, Insurance Department, 111 Peters Canyon Road, Irvine, CA 92606.

15. **REMEDIES; SET-OFF**: Buyer's rights and remedies provided in the PO shall be cumulative and shall be in addition to any other rights or remedies provided in law or equity. If any provision of the PO is or becomes void or unenforceable by law, the remainder shall be valid and enforceable. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other transaction between Buyer and Supplier.

16. **WAIVER**: The failure of either party to enforce at any time any provision of the PO shall not be construed to be a waiver of such provision or the right thereafter to enforce such provision. No prior waiver or course of dealing shall affect the right of either party to require strict performance by the other with the terms of the PO.

17. **INDEPENDENT CONTRACTOR**: Supplier is engaged pursuant to the PO as an independent contractor and not as an agent or employee of Buyer. Supplier acknowledges that as an independent contractor it is undertaking certain risks of loss not associated with an employment relationship. Under no circumstances is Supplier considered to be the agent of Buyer. Supplier shall have no authority to act in Buyer's name or on its behalf or to enter into any contract or agreement on behalf of Buyer or to bind or obligate Buyer in any manner whatsoever. Supplier shall be solely liable and responsible for paying its own employees, if any, and for paying all taxes imposed, levied or assessed by any governmental agency on the compensation it receives from Buyer.

18. **GOVERNING LAW**: The PO shall be governed by the laws of the State of California, U.S.A., except for its provisions regarding principles of conflicts of laws. Any court action arising under the PO shall be brought in the state or federal courts in Orange County or Los Angeles County, California, U.S.A.

19. **ASSIGNMENT**: Supplier may not assign, transfer, or subcontract the PO or any right or obligation hereunder without Buyer's written consent.

20. **ENTIRE AGREEMENT**: Unless superseded by a specific signed agreement between Buyer and Supplier, the agreement of the parties shall include the PO and these Standard Terms and Conditions, and such shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Supplier and Buyer, or their representatives, with respect to the subject matter (unless the same are in writing signed by both parties providing expressly to the contrary) are hereby superseded.