

COMPLIANCE WITH LAWS & SUPPLIER RESPONSIBILITY

1) **General Compliance**

- a) Supplier shall comply with all (a) permits, laws, rules, ordinances, and regulations applicable to Supplier, its business, the performance of its obligations under any Order, and the types of information Supplier uses, accesses, receives, or creates in connection with any Order; (b) permits, laws, rules, and regulations relating to the manufacture, use, sale, distribution, import, export, transport, labeling, storing, handling, chemical substances, article components or disposing any of the Goods, Materials or Deliverables in the location where provided to 3M; and (c) applicable terms of use or agreements with any third parties associated with the provision of the Goods. Supplier shall ensure its employees and contractors are aware of the requirements set forth in these Compliance with Laws & Supplier Responsibility terms, and upon request by 3M Supplier shall certify its compliance.
- b) Supplier shall comply with 3M's Code of Conduct and underlying Principles located at www.3m.com/3m/en_US/ethics-compliance/code, as well as the 3M Supplier Responsibility Code and 3M contract provisions located at www.3m.com/3M/en_US/suppliers-direct/supplier-requirements/contract-provisions. Supplier and its affiliates shall at all times keep complete and accurate books and records.
- c) Supplier shall promptly provide, in writing, any information regarding the Goods requested by 3M, or a 3M customer, so that 3M and its customers may comply in a timely manner with reporting requirements under applicable law or regulations with respect to product stewardship, consumer protection, conflict minerals or forestry products, environmental standards, supply chain management, employment or labor, or any other legal requirements.
- d) Upon reasonable prior notice to Supplier, 3M may at its discretion audit Supplier's compliance with these Compliance with Laws & Supplier Responsibility terms. Supplier will and will ensure its employees and subcontractors will cooperate in any such audits. 3M will incur the cost of any audits and determine, in its sole discretion, the scope, method, nature and duration of an audit.

2) **Anti-Bribery**

- a) Supplier represents and warrants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform Supplier's obligations under this Agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives pertaining to anti-bribery that apply to 3M, Supplier, either party's business, and the products and/or services to which this Agreement relates, including, without limitation, all country anti-bribery laws, the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act. Supplier shall not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of influencing any act or decision. Neither Supplier nor its Representatives will take any action that might cause 3M to violate any anti-bribery law. Supplier will advise 3M immediately if it learns, or has any reason to know, of any violation of any anti-bribery law by Supplier or its Representatives that occurred or may have occurred in performing Supplier's obligations under this Agreement. Supplier shall ensure its employees and contractors are aware of these Anti-Bribery requirements, and shall participate in training as required by 3M

3) **Environmental Health and Safety & Product Stewardship**

- a) Supplier represents, covenants, and warrants that it shall perform all of its obligations under any Order, using sound environmental, health, labor, and safety practices. This includes, but is not limited to, the responsibility for the health and safety of the suppliers own employees as the employer and compliance with all laws, rules, and regulations applicable to its employees.

- b) Supplier shall provide in writing before or at shipment of any Goods (i) Complete composition information for the Goods and where relevant a Safety Data Sheet and (ii) detailed regulatory information including the presence of any restricted substances by either a governmental entity or 3M's Chemical Management Policy (multimedia.3m.com/mws/media/17237000/3m-chemicals-management-policy.pdf) prior to delivery to 3M. Composition information must include the CAS # or chemical identification, concentration and/or mass, and if relevant, the location of the component within the Goods. Supplier shall provide 3M with timely notice of any changes to the composition information. If Supplier is not the manufacturer, Supplier shall reasonably assist 3M with collecting the necessary information. Without limiting any other right 3M may have in these Terms, 3M may suspend any Order or reject any Goods if Supplier is unable to meet the obligations of this provision, or if any restricted substances are present.
 - c) Supplier shall ensure that the Goods meet all applicable product specifications and has the necessary substantiation for all of Supplier's claims. Supplier shall retain and maintain any certifications, declarations, registrations, and technical documentation necessary to demonstrate (i) compliance with law and regulatory requirements, (ii) supply chain traceability (iii) compliance with 3M's Chemical Management Policy, (iv) necessary to perform environmental, health and safety assessments or (v) necessary to substantiate Supplier's product claims (all together "Product Documentation). Supplier shall provide Product Documentation upon 3M's request shall notify 3M of any changes to the Product Documentation. Upon request, Supplier shall provide in a timely manner relevant information related to sustainability attributes of the Goods (e.g., greenhouse gas emissions, material data on recycled content, biobased content, carbon footprint data, Volatile Organic Compounds, supply chain data, recyclability and reusability data).
 - d) Supplier warrants that all Goods comply with, or exempt from, all applicable chemical control laws relevant to the jurisdiction in which the Good are sold to 3M, meaning those laws and regulations intended to control chemical substances or product manufacturing, use, distribution, disposal, export, import, and commercialization based on its chemical composition and potential health or environmental effects. (e.g., Toxic Substances Control Act (TSCA) in the United States, the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) in the European Union). Supplier will promptly inform 3M in writing of any change in a Product's regulatory status under any relevant Chemical Control Law and will cooperate in timely manner with 3M's inquiries to verify compliance in specific circumstances that may arise.
 - e) When Goods are imported into the United States, Supplier shall certify the import is compliant with TSCA and provide chemical identity information sufficient to permit 3M to independently confirm such TSCA compliance. Certification of the TSCA inventory status alone is insufficient.
- 4) Supplier Personnel and Third Parties**
- a) Supplier warrants that all Supplier Personnel performing any of Supplier's obligations under an Order have employment authorization that complies with all applicable laws.
 - b) Supplier shall provide 3M with written notice immediately upon becoming aware that any director, officer or employee of Supplier or any of its subsidiaries or affiliates, is also a director, officer or immediate family member of any director or officer of 3M, or any of its subsidiaries or Affiliates. In regard to employees, Supplier only needs to report this information to 3M if the employee (excluding an officer or director of Supplier) is substantively involved in Supplier's business relationship with 3M or receives any direct or indirect compensation or benefit based on Supplier's business relationship with 3M.
 - c) If Supplier will have any direct contact with government employees or agencies on behalf of 3M under an Order, then Supplier shall comply with applicable federal, state, and local "revolving door" restrictions and laws that prohibit or restrict giving gifts to government employees ("Revolving Door Restrictions"). Supplier will only represent 3M, or assign persons to represent 3M, before government employees, officers, agencies or courts after determining that such representation fully complies with applicable Revolving Door Restrictions.

- d) Supplier hereby certifies and warrants to 3M that Supplier has not and will not be, and no Supplier Personnel has been or will be, suspended or debarred or proposed to be suspended or debarred by any federal, national or local agency, authority, or body for any purpose including but not limited to: (a) participation in any U.S. federal health care program; (b) by the U.S. Food and Drug Administration under 21 U.S.C. 335; or (c) the equivalent body in the applicable jurisdiction. Within three business days after the occurrence of any change affecting this certification, Supplier shall give 3M written notice of the change and its impact on this certification, and 3M may terminate an Order with or without notice at its own discretion.
- e) Supplier it will at all times remain the employer of all of Supplier Personnel (and remain liable for all Supplier Personnel) performing the Services, and Supplier will perform all of the responsibilities of an employer under applicable laws. Supplier will be responsible for: (i) selecting and hiring its employees legally, including compliance with all applicable laws in connection therewith; (ii) assuming full responsibility for the actions of Supplier Personnel while performing Services; (iii) the supervision, direction and control of Supplier Personnel performing Services; (iv) paying its employees' wages and other benefits that Supplier offers to such employees in accordance with applicable laws; (v) paying or withholding all required payroll taxes and mandated insurance premiums; (vi) providing worker's compensation coverage for employees as required by law; (vii) fulfilling its obligations with respect to unemployment compensation; and (viii) the Supplier shall ensure that none of Supplier Personnel holds themselves out as an employee of 3M
- f) Supplier shall not, without 3M's prior written consent, engage any third party, including but not limited to commissioned agent and sales agent, proposed, engaged and/or compensated by Supplier to secure or procure business in respect of 3M products from any government related customer or end customer or interact with any government authority in connection with any 3M business or products. On request by 3M, Supplier shall: (i) assist 3M in conducting due diligence to verify the third party's identity, qualifications, ethical practices, compensation to be paid, services to be performed, and other relevant information; and/or (ii) obtain the third party's written agreement to comply with all obligations herein, including, without limitation, granting 3M investigation and audit rights.

5) Trade Compliance

- a) Supplier, its Third-Party Support and any other party acting on its behalf will comply with all applicable trade laws and regulations, including but not limited to import regulations, trade embargoes and economic sanctions, export controls, and antiboycott laws and regulations.
- b) Supplier will not directly or indirectly engage in any transaction, including sourcing inputs from, any entity organized under the laws of or located in, countries or territories that are subject to economic sanctions, including, but not limited to, Cuba, Iran, North Korea, Syria, and the restricted regions of Ukraine (Crimea, Sevastopol, the so-called Donetsk People's Republic and Luhansk People's Republic, and the non-government controlled areas of Zaporizhzhia and Kherson).
- c) Supplier represents and warrants that neither it nor its Third-Party Support, or any other party acting on its behalf, is a Restricted Party, which is any party listed in (i) the United States' Consolidated Screening List or any entity directly or indirectly owned 50% or more by one or more parties designated as Specially Designated Nationals on the Consolidated Screening List; (ii) the European Union's Consolidated list of persons, groups, and entities subject to European Union financial sanctions or any entity directly or indirectly owned or controlled by such individuals or entities; (iii) the United Kingdom's Consolidated List of Financial Sanctions Targets in the UK or any entity directly or indirectly owned or controlled by such individuals or entities; or (iv) any other applicable restricted party list. Supplier agrees to promptly notify 3M in writing if Supplier, its Third-Party Support or any other party acting on its behalf are added to any of the aforementioned lists or otherwise become subject to any such sanctions or restrictive measures. In the performance of its obligations under any Order, Supplier will not directly or indirectly engage in any transaction (1) in violation of restrictions on individuals and

- entities listed in the aforementioned lists, and (2) will not directly or indirectly source any inputs or services used in the provision of Goods to 3M from such individuals or entities.
- d) Unless 3M agrees in writing to the contrary, Supplier will obtain all import and/or export control licenses, permits, or any other governmental authorizations required to perform Supplier's obligations under the Order. Prior to the first shipment of any export-controlled Goods or transmission of any export-controlled software or technical data relating to such Goods to 3M, Supplier will provide the export control classification number of such Goods, software or technical data ("Export Classification Information") by e-mail to exportcontrolhelp1@mmm.com. In addition, Supplier will include the Export Classification Information on (i) documentation accompanying each shipment of such Goods, (ii) any transmission instructions for such software, and (iii) on the face of any such technical data. If Supplier learns of any new export control measure(s) adopted by another country that relates to the Goods supplied, Supplier will immediately notify 3M of any new Export Control Classification Number assigned to Goods or any adverse impact the new controls may have on the continued supply of Goods to 3M.
 - e) To the extent the Order involves receipt of export-controlled information by Supplier, Supplier agrees to comply with all applicable export control laws and regulations, including, when necessary, by establishing appropriate physical and information technology access controls. On 3M's request, Supplier shall provide 3M with all documentation and information 3M requires to conduct an export control license assessment relating to Supplier Personnel. If 3M determines that an export license is needed for certain Supplier Personnel, 3M may, in its discretion, pursue that export license or instruct Supplier not to use that Supplier Personnel to perform Supplier's obligations under an Order. Supplier warrants that no Supplier Personnel performing any of Supplier's obligations under an Order is a Restricted Party as defined in Section 5(c).
 - f) Supplier will (i) ensure 3M has complete and accurate country of origin information for all Goods supplied to 3M; (ii) in case of a certificate of origin claiming that Goods provided to 3M qualify for duty-free treatment under a Free Trade Agreement, maintain and immediately provide to 3M or the requesting Customs Administration, all records supporting the origin stated in the certification for at least five years after the date on which the certificate was issued, including those related to the complete supply chain of each Goods' components; (iii) notify 3M by e-mail at 3MUSImports@mmm.com if any Goods are or become subject to antidumping or countervailing duties for the purposes of import into any country; (iv) secure its facilities and all shipments made to 3M and 3M-designated sites in accordance with then-current U.S. Customs Trade Partnership Against Terrorism ("CTPAT") security guidelines and/or any other Trusted Trader Status/Certification informed by 3M; and (v) if 3M is the importer of record for specific shipments, provide to 3M, or require its Third-Party Support to provide, all necessary shipping data to satisfy security, notification and other regulatory requirements applicable at the time of delivery and destination legal requirements, including but not limited to the U.S. Importer Security Filing ("ISF") requirements. This shipping data must be provided to 3M before the Goods are delivered to the carrier, and in any event, no less than three business days prior to delivery of Goods to the carrier.
 - g) All drawback of duties and rights (including rights accruing from product substitution and rights obtained from Supplier's Third-Party Support) related to duties paid by Supplier when the Goods or any materials or components used in manufacturing of the Goods are imported by Supplier will accrue to the exclusive benefit of 3M, and Supplier will provide 3M with all documents and information requested by 3M and reasonably cooperate with 3M to obtain payment.
 - h) Supplier certifies that neither it nor its Third-Party Support or any third party acting on its behalf use forced labor in connection with supplying Goods to 3M. "Forced labor" includes indentured, bonded, coerced, prison or slave labor, child labor, labor obtained through human trafficking, and workers who are nationals of the Democratic People's Republic of Korea

(DPRK). Notwithstanding anything else in this Order, 3M may refuse delivery of any Goods determined to have been produced in whole or part with forced labor and may terminate the business relationship. In the event that a shipment containing Goods subject to this Order is detained by an importing country's government agency, Supplier agrees to promptly provide all relevant documentation and information requested by 3M and/or the relevant government agency. This includes but is not limited to supply chain records, certificates of origin, labor contracts, and any other documents necessary to demonstrate compliance with applicable laws and regulations prohibiting forced labor. Failure to provide such documentation in a timely manner may result in 3M refusing delivery and/or cancelling future orders.

- i) If Supplier breaches any of its obligations set forth in this Trade Compliance section, in addition to other remedies available to 3M and notwithstanding any cure period or remedy limitation set forth elsewhere in this Order, 3M may seek reimbursement for duties, fees, penalties and interest owed to Government authorities and may terminate this Order immediately on notice to Supplier without any opportunity to cure such breach. In addition, 3M at its sole discretion may terminate this Order immediately upon notice to Supplier if: (i) the export control classification of any Goods, software, or technical data limits or restricts 3M's ability to use or resell Goods; (ii) the country of origin of any Goods changes; or (iii) antidumping or countervailing duties are imposed on any Goods. If Supplier's failure to provide 3M with accurate and complete information and documentation results in additional duties, fines, fees, or penalties to 3M, Supplier shall compensate 3M for such loss.

6) Counterfeit Goods

- a) In addition to Supplier's other warranties, Supplier warrants the Goods delivered pursuant to each Order shall: (i) be new; (ii) be and only contain materials obtained directly from an Original Material Manufacturer (OMM), Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM), (collectively, hereinafter, the Original Manufacturer (OM)) or a source with the express written authority of the OM or current design activity, including an authorized aftermarket manufacturer; and (iii) not be and not contain Counterfeit Items. In addition to other remedies available to 3M, if Supplier delivers Goods to 3M that do not conform to the forgoing warranty, at 3M's election, Supplier shall bear the expense of remedial costs including, but not limited to, repair, rework, and corrective action.
- b) "Counterfeit Item" includes, but is not limited to, raw materials, parts, components or assemblies that are or contain an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified material, part, component or assembly from the OM, or the authorized OM reseller or distributor. Unlawful or unauthorized substitution includes used material represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. If the item is an electronic part, the term also includes unlawful or unauthorized embedded software or firmware.
- c) This section (c) is only applicable to the extent Supplier is acting as, or obtaining Goods from, one or more Brokers. A "Broker" is a supplier that is not authorized to sell or distribute the Goods by the OM, and shall include, without limitation, broker-distributors, independent distributors, non-authorized distributors, non-franchised distributors, non-authorized suppliers or non-authorized resellers. In addition to the requirements set forth in sections (a) and (b) above, Supplier warrants that it will only act as a Broker in obtaining or delivering Goods pursuant to an Order if 3M provides prior written approval to do so. If Supplier acts as a Broker in connection with Goods delivered pursuant to an Order, Supplier shall implement an internal Counterfeit Item control process for Goods delivered pursuant to an Order in accordance with the standards or instructions set forth in 3M's specifications or other provisions incorporated into an Order, or, if no additional 3M standards, instructions or provisions are included, in accordance with the version of SAE International Standard AS5553A Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition ("AS5553A") in effect as of the Order date. 3M shall have the right to audit Supplier's process and to require changes in it to meet

- 3M's customers' anti-counterfeit requirements. When requested by 3M, Supplier shall provide documentation that authenticates traceability of all materials used in Goods to the applicable OM, including all supply chain intermediaries.
- d) If a Good delivered is discovered or suspected to be a Counterfeit Item then Supplier shall notify 3M immediately and 3M shall have the right to:
- i) Impound the Good for further investigation of its authenticity. 3M's investigation may include the participation of third parties or governmental investigative agencies as required by law, by 3M's customer, or by 3M, in its sole discretion. Supplier shall cooperate in good faith with any investigation conducted by 3M, including, but not limited to, Supplier's cooperation with respect to the maintenance and disclosure of all design, development, manufacturing, and traceability records with respect to the Good delivered to 3M by Supplier. Upon 3M's request, Supplier shall provide to 3M certificates of conformance with respect to the Good under investigation. 3M shall not be required to return the Good to Supplier. 3M shall not be liable for payment to Supplier of the price of any suspect Counterfeit Items under investigation. At 3M's direction, Supplier shall hold in place or impound any pending shipments until 3M completes its investigation.
 - ii) Conduct destructive examinations to verify the authenticity of any Good delivered under an Order. 3M shall not be liable to Supplier for the price of any Good destroyed by examination if the Good is later found to be a Counterfeit Item. iv. 3M shall have the right to permanently impound Goods determined, in 3M's sole discretion, to be Counterfeit Items. 3M shall not be liable for payment to Supplier for the price of any Goods permanently impounded. If 3M concludes, in its sole discretion, that a Good is a suspect Counterfeit Item or a confirmed Counterfeit Item, 3M may file a Government-Industry Data Exchange Program (GIDEP) report announcing its findings. 3M also may provide notification to a government customer or government contractor or subcontractor. Prior to filing a GIDEP report, or making such customer report, 3M shall make a reasonable effort under the circumstances to present its findings to Supplier for Supplier's response. In addition, 3M shall have the right to disclose its findings publicly or to third parties. 3M's findings shall be the sole property of 3M. Supplier waives all claims, remedies, and causes of action, whether legal or equitable, arising from or related to any such report.
- e) Supplier shall include the substance of this Counterfeit Goods Section in lower tier subcontracts and supplier agreements for procurement of Goods or items, materials or components used in Goods for delivery to 3M. In any case where Supplier is aware or becomes informed that a supplier to it refuses to accept flow down of these terms and conditions, Supplier shall promptly notify 3M and seek its guidance