

## **PURCHASE ORDER TERMS AND CONDITIONS**

These Purchase Order Terms and Conditions ("PO Terms") set forth the terms and conditions that apply to all purchases of goods and services (as defined below) by Chemours from Seller by means of a purchase order ("PO") issued by Chemours to Seller. These PO Terms shall not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter herein. As used herein, "Seller" means the entity identified on the face of the PO as "Seller" and its subsidiaries and affiliates, and "Chemours" means The Chemours Company FC, LLC and its subsidiaries and affiliates. "PO" as used herein includes these PO Terms as applicable to the specific transaction set forth on the face of the PO. Seller and Chemours hereby agree as follows:

**1. ACCEPTANCE OF PO AND PO TERMS; PROVISION OF SERVICES AND GOODS.** Seller shall be bound by these PO Terms and the content of the PO by: (a) acceptance of the PO; (b) shipment of Goods (as defined below); or (c) commencement of Services (as defined below), unless prior to shipping Goods or commencing Services, Seller so notifies Chemours in writing that it objects to the content of the PO and/or the PO Terms. Seller agrees to perform the services, including providing any Work Product (collectively "Services") and/or provide the goods described in a PO ("Goods"), in accordance with the PO Terms and any terms and conditions on the face of the PO, which are incorporated by this reference. With respect to the provision of Services hereunder, Seller shall not subcontract or delegate its obligations without Chemours' prior written consent and shall be responsible for the performance of the Services, regardless of whether such Services are provided in whole or in part by any affiliates, subcontractors (regardless of level or tier) or other agents of Seller. Services shall include the tasks and Work Product expressly described in the PO, as well as those tasks and Work Product that are an inherent or necessary part of those Services expressly described. If specified on the PO, Seller shall provide Chemours with a complete list of replacement parts for Goods that includes the original parts manufacturer's company name and part numbers.

**2. CHANGES TO PO.** Chemours reserves the right to reschedule any delivery or revoke or cancel, in whole or in part, the PO at any time prior to shipment of Goods or commencement of any Services. If Chemours revokes or cancels the PO, Seller shall stop all work and follow Chemours' instructions regarding the disposition of materials in process. Chemours shall pay Seller's actual costs for Services performed through the date of revocation or cancellation and Seller shall have a duty to mitigate such costs and Chemours shall not be subject to any other charges or other fees as a result thereof.

**3. TERMINATION.** Chemours may terminate the PO immediately upon written notice to Seller if Seller: (a) fails to perform or otherwise breaches its obligations hereunder; (b) violates any applicable national, federal, state and/or local laws, acts, regulations and orders (collectively, "Laws"); or (c) files a petition in bankruptcy, becomes insolvent, is subject to external administration (or equivalent events under local law) or dissolves. Chemours may also terminate the PO for convenience immediately upon written notice to Seller. Upon receipt of notice of termination, Seller shall immediately cease performance of all Services and/or deliver Goods to be provided hereunder by the specified termination date. Chemours shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods actually delivered to Chemours through the date of termination, less appropriate offsets, including any additional costs to be incurred by Chemours in completing the Services. Seller may terminate the PO upon written notice to Chemours if Chemours fails to pay any undisputed invoice hereunder within ninety (90) days after Seller notifies Chemours in writing that payment is past due.

**4. SHIPPING, PACKAGING AND DELIVERY.** Time is of the essence. Subject to the requirements below, all Goods purchased hereunder shall be shipped and delivered pursuant to the schedule, via the carrier, to the place and pursuant to the INCOTERM specified on the PO. Seller shall comply with all Chemours' requirements and prepare and pack the Goods to prevent damage and deterioration and to comply with carrier tariffs, Laws and customs requirements. Seller shall clearly and accurately identify the country of origin of all Goods delivered and indemnify Chemours with respect to any expenses, duties, penalties, damages, settlements, costs or attorney's fees incurred by Chemours in connection therewith. If no carrier is specified on the PO, Seller shall use the least expensive commercially reasonable carrier in compliance with all Laws and all environmental, health and safety standards. If Seller fails to deliver the Goods within the time specified,

Chemours may, at its option, decline to accept the Goods and cancel the PO without liability or demand its allocable fair share of Seller's available Goods and cancel the balance of the PO without liability. Chemours reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. For any Goods that are imported into the U.S., Seller shall: (a) not use any express couriers; and (b) ensure that all modes of transportation packaging (including containers, ISO-tanks, railcars or truck trailers, but excluding airfreight and small packages) are sealed with a high-security seal that meets or exceeds the criteria set out in the current version of ISO 17712. Seller shall document the seal number on the shipping papers provided to Chemours and to all initial transportation providers and import brokers hired by or representing Chemours.

**5. INSPECTION; RISK OF LOSS.** Chemours shall have a reasonable time to inspect all Services and Goods to ensure that they are undamaged and consistent with the items listed on the PO. The receipt of Goods or Services, the inspection or non-inspection of or payment for the Goods or Services, shall not constitute acceptance of the Goods or Services and will not impair Chemours' right to: (a) reject nonconforming Goods or Services, (b) recover damages; and/or (c) exercise any other remedies Chemours may be entitled to at Law or in equity. Seller shall bear the risk of loss of or damage to the Goods until title transfers to Chemours. Title to the Goods shall pass to Chemours upon receipt of the Goods at the designated destination. Upon request, Seller shall furnish documents in a form satisfactory to Chemours evidencing that title to the Goods has been conveyed free of all claims, liens and encumbrances of any kind. If any of the Goods are lost, damaged or defective, Chemours may, at its option, cancel the applicable PO without liability or require delivery within ten (10) days of substitute Goods of equal quantity and quality at Seller's sole expense, unless otherwise agreed in writing by the parties. All costs associated with return of rejected, damaged or defective Goods and any shipment of repair or replacement parts shall be borne solely by Seller. If loss of Goods is partial, Chemours shall have the right to require delivery of the Goods not destroyed.

**6. PAYMENT.** As full consideration for the performance of Services, delivery of Goods and the assignment of rights to Chemours as provided herein, Chemours shall pay Seller the amount specified in the PO. Seller shall deliver to Chemours an invoice in electronic form specified by Chemours for all Goods delivered and all Services actually performed within ninety (90) days of completion of Services or delivery of Goods which must reference the applicable PO. Applicable taxes and other allowed charges shall be stated separately thereon. Unless otherwise specified on the face of a PO, Chemours shall pay (via electronic funds transfer or other means specified by Chemours) the invoiced amount within one hundred twenty (120) days after receipt of a correct invoice. If Seller fails to receive payment for an invoice within thirty (30) days of when payment was due, it shall promptly notify Chemours in writing thereof. Chemours shall have no obligation to pay any PO that Seller fails to invoice to Chemours within ninety (90) days of completion of Services or delivery of Goods, unless otherwise agreed by the parties in writing. Unless otherwise agreed by the parties, any credits due to Chemours shall be applied on the next invoice for any Services completed or Goods delivered, against amounts then due and owing. If any credit is due to Chemours after completion of Services or delivery of Goods, Seller shall pay the amount of the credit to Chemours within ninety (90) days thereof by check, wire transfer or ACH, in Chemours sole discretion, in readily available funds. Payment shall not constitute acceptance and Chemours may withhold payment on account of defective or untimely delivery of Goods or Services. Chemours shall not be obligated to pay incorrect invoices or invoices disputed in good faith and Chemours reserves the right to return all incorrect invoices. At Chemours' election, it may pay undisputed amounts on an incorrect invoice or require Seller to issue a correct invoice and such payment or request for a corrected invoice shall not affect its rights to challenge disputed amounts.

**7. TAXES.** Each party shall be responsible for (and remit as prescribed by the Laws of any duly constituted taxing authority with jurisdiction) any sales, use, value added, goods and services, transfer or similar taxes, or any surcharges (collectively, the "Taxes") imposed upon that party by the Laws of such jurisdiction in effect at the time Services and/or Goods are provided. For jurisdictions where the Taxes are imposed by statute upon Seller, without statutory provision for recovery from Chemours, Seller shall bear the Taxes in full and without reimbursement. For jurisdictions where the Taxes are imposed by statute upon Chemours, Seller shall separately itemize the Taxes on each invoice for which the Taxes are applicable. Alternatively, Chemours may timely provide Seller with the required documentation to exempt the Services and/or Goods from the Taxes or to evidence Chemours' authority to remit the Taxes directly. If Chemours fails to provide such documentation and subsequently does submit such documentation for which Seller has already remitted Taxes to the taxing

authorities and claims reimbursement from Chemours, Seller shall promptly request a refund from the taxing authorities and be prohibited from billing Chemours for such taxes. Chemours shall withhold income or other Taxes from payments to Seller to the extent that such Taxes are required by any duly constituted taxing authority and in no event shall Chemours be required to "gross up" or increase any payment to Seller for such taxes. Chemours shall not be responsible for: (a) any taxes based upon the assets, capital, equity, gross receipts, net income or taxable margin of Seller; (b) any penalties or interest resulting from Seller's failure to timely pay any Taxes or to timely notify Chemours of such Taxes attributable to the Services and/or Goods, if such taxes are imposed by Law on Chemours and remitted through Seller; (c) the employer's share of any employment related Taxes of whatever sort (including federal, state and provincial social security taxes and unemployment taxes for all employees engaged by Seller providing Services and/or Goods); or (d) any other taxes or charges applicable to Seller's actions, employees, facilities and materials used in providing Services or Goods.

**8. RELEASE OF LIENS AND CLAIMS.** Seller shall promptly pay each subcontractor the amount to which it is entitled and Seller shall require each subcontractor to similarly make prompt payments to each of its subcontractors. Upon request, Seller shall furnish Chemours with a final executed release of liens and claims as provided by Chemours. If any lien is filed or remains unsatisfied, Seller shall indemnify Chemours for all costs incurred in discharging such lien. At any time, Chemours may require, at its option, an executed partial release of liens and claims from Seller or any lower tier subcontractor or supplier before further payment is made.

**9. RECORDS AND AUDITS.** Seller shall maintain written or electronic records in accordance with generally accepted accounting principles and practices of all Services performed and/or Goods provided hereunder. Such records shall be kept as required by Law, rule or otherwise but for not less than seven (7) years from the date of last payment or completion of any relevant federal tax audit. Chemours shall have the right to audit and inspect the records and facilities of Seller and Seller's agents, representatives and subcontractors used in performance of the PO or relating to the Goods or Services to determine Seller's compliance herewith. Seller shall provide Chemours or its third-party designee with reasonable assistance, including without limitation, access to buildings, appropriate personnel and workspace. Chemours' audit/inspection, or failure to conduct any audit or inspection, will not release Seller from any of Seller's obligations hereunder.

**10. PERMITS AND LICENSES.** Seller shall at its expense, satisfy all governmental requirements for registrations, permits, notices, reports, licenses and supplier notifications with respect to manufacturing, packaging, labeling, waste disposal, specifications and use of Goods and provision of Services. Seller shall, at its expense, provide the required notices and obtain (and maintain in force throughout the performance period of the PO) all required permits, licenses or easements required for creation of Goods and/or performance of Services. Seller shall not utilize any subcontractor which is not properly and legally licensed.

**11. QUANTITY.** Except for any quantity commitment set forth in the PO, there is no quantity or minimum level that Chemours is required to consume, contract or purchase of any Services or Goods. Chemours reserves the right to enter into other agreements with other parties with respect to the purchase of the same or substantially similar services and/or products. Seller shall cooperate and coordinate the performance of Services with that of Chemours' other service providers, as requested by Chemours, in its sole discretion.

**12. QUALITY.** All Goods provided by Seller shall meet Chemours' specifications, be free from defects and fit for their intended use. Such Goods shall be appropriately packaged for transit and interim storage. Seller shall promptly notify Chemours in writing if non-conforming (or suspected non-conforming) Goods have been shipped to Chemours and any costs related to such non-conforming Goods, including any related recall expenses shall be subject to Section 22. In addition, Seller shall notify Chemours in writing at least six (6) months in advance of any changes in specifications, raw materials, manufacturing processes and test methods and no such changes shall be made prior to obtaining Chemours written approval. Seller agrees to implement and maintain quality management systems that are, at a minimum, compliant with the applicable version of the ISO 9001 standard.

**13. ENVIRONMENT, HEALTH, SAFETY.** Seller shall comply with all Laws, industry codes and other

accepted industry standards for Goods and Services, including, but not limited to all environmental, health and safety practices required by Law and any other Chemours requirements applicable to the Services, including, without limitation, any applicable Chemours site conditions and safety requirements applicable to the Services. The methods employed and the precautions taken to perform Services shall be determined by and rest solely with Seller. Seller shall notify Chemours within twenty-four (24) hours of the occurrence of any safety, health and/or environmental incidents relating to Services and shall ensure that its subcontractors do the same. Such notification shall include a description of the event and any preliminary findings. Seller shall provide Chemours with a copy of its final investigation report, if any, and a copy of all requested or required documentation, upon completion of its investigation. In the event of a release of any Hazardous Waste (as defined below) or alleged violation of any government requirement applicable to the Services, Seller shall notify Chemours as soon as possible thereafter. Chemours shall have the right to immediately suspend the PO if at any time Chemours, in its sole judgment, determines that Seller has violated any of the provisions of this Section or is otherwise operating in a manner dangerous to health, safety or the environment.

**14. PRODUCT AND PACKAGING REGULATORY COMPLIANCE.** Seller shall not ship any chemical substance contained in or constituting a product ("Chemical Products") not specified by name in a Safety Data Sheet complying with the U.S. Federal Hazard Communication Standard (OSHA 1910.1200) (which Seller shall promptly provide, in local language) or the PO. Seller shall comply with all applicable Laws related to Chemical Products (in the country(ies) where produced, delivered and where it is intended to be sold) including, but not limited to, those related to listings on all National Chemical Inventories ("NCIs") or registrations with competent authorities where required. Seller represents and warrants that: (a) no persistent organic pollutants (POPs); (b) no substances listed under Section 6(h) of the U.S. Toxic Substance Control Act (15 U.S.C. §2601 *et seq.*); and (c) no substances prohibited under applicable Laws are present in any Chemical Products provided to Chemours under the PO. Seller shall inform Chemours in advance of any existing or proposed restrictions (including any reporting or licensing requirements) related to any Chemical Products provided hereunder including, but not limited to, any volume, use and/or disposal restrictions and any personal protective equipment requirements related thereto. Prior to delivery, Seller shall provide to Chemours in writing any other information or certifications deemed reasonably necessary by Chemours to assess and satisfy legal and/or regulatory compliance requirements related to Chemical Products hereunder. Unless otherwise agreed in writing, Seller shall bear all costs related to NCI listings, notifications or registrations. With respect to any primary, secondary or tertiary packaging material shipped by Seller to Chemours, Seller shall properly label each unit and comply with all Laws related to such packaging material. In addition, Seller shall properly mark each unit of Goods shipped to Chemours with Packaging Return Organization ("PRO") identifiers and required information on its composition and reusability/recyclability. Seller shall not ship any Goods to Chemours without providing a detailed packaging bill of materials.

**15. WASTE.** "Waste" shall mean Hazardous Waste and Non-Hazardous Waste generated from Services performed by Seller hereunder. "Hazardous Waste" means material and refuse which exhibits characteristics set forth in applicable government regulations as being hazardous. "Non-Hazardous Waste" means all other refuse or other material that is not Hazardous Waste. Seller shall minimize all Waste generated from the performance of the Services and ensure the Waste is properly managed, packaged and stored in locations that are secure. Unless otherwise agreed to by Chemours in writing, with respect to any Services performed hereunder, Seller shall: (a) be responsible for the preparation, removal, transport and disposal of all Non-Hazardous Waste in a safe and environmentally sound manner and in accordance with all applicable Laws; and (b) be responsible for the preparation, removal, transport and disposal of Hazardous Waste generated in the performance of the Services and shall dispose of such Hazardous Waste in a safe and environmentally sound manner and in accordance with all applicable Laws. All Hazardous Waste disposal facilities shall be subject to approval by Chemours. Costs for handling, transportation and disposal of Waste generated in the ordinary course of the performance of the Services shall be included as part of the Charges. Seller shall be responsible for any costs associated with Waste generated as the result Seller's failure to comply with applicable Laws, negligence or breach of these PO Term.

**16. PERSONNEL.** "Seller Personnel" shall mean any employees, contractors (including subcontractors), agents and/or representatives of Seller or anyone under Seller's control performing any Services hereunder. Seller shall provide sufficient Seller Personnel to properly and efficiently perform the Services. Seller shall advise all Seller Personnel that Chemours, in accordance with applicable Law and for the purposes of

maintaining a Drug Free Workplace consistent with Chemours Drug Free Workplace Policy, prohibits the use, possession, manufacture, sale or distribution of alcohol, drugs or controlled substances in the workplace. Working impaired or under the influence of alcohol or with the presence of drugs or controlled substances in the body for non-medical purposes is not permitted. Chemours reserves the right to remove any Seller Personnel from its premises for any lawful reason. Further, Seller hereby represents and warrants that it shall not assign any Seller Personnel to perform Services under any PO or allow such Seller Personnel onto Chemours' premises if it believes or should reasonably believe such Seller Personnel represent a material risk to the health and/or safety of Chemours, its officers, directors, employees, agent and/or invitees.

**17. COMPLIANCE WITH LAWS AND CHEMOURS POLICY.** Seller shall comply with all Laws applicable to the performance of the PO and fully cooperate with Chemours, if so requested, regarding investigations into alleged or potential violations of Law or Chemours policy. Without limiting the foregoing, Seller shall not offer any salary, commission, fee, favor, gift, entertainment, service or good to a Chemours employee or anyone working on behalf of Chemours. Seller represents and warrants that it and Seller Personnel working in furtherance of this PO are apprised of and will strictly comply with all applicable anti-bribery laws and agrees not to offer to pay, pay, promise to pay or authorize the payment of money or anything of value directly, or through any other person or firm, in furtherance hereof, to a government official to influence their actions or decisions or to secure any improper business advantage or any person or firm, whether private or governmental, to improperly induce or reward any action in a commercial transaction or governmental matter. In the course of its dealings on behalf of Chemours, and where permitted by local Law, Seller shall immediately report ethical misconduct committed by Seller or Seller's Personnel to Chemours local managers or through the Chemours Ethics Hotline at <https://www.chemours.com/en/about-chemours/values/ethics-hotline>. When working on a Chemours site, Seller shall comply with the then current Chemours site security and safety requirements and all other applicable Chemours policies. If Seller fails to comply with the terms of this Section, Chemours reserves the right to immediately terminate or suspend the PO, without any liability except for payments for Services or Goods previously delivered.

Seller shall not use any seller of goods, services or equipment that is located in any country subject to U.N., U.S. or EU economic sanctions (or acts on behalf of persons or entities located in such countries) or appears on lists of restricted or prohibited persons maintained by the U.N., U.S., EU or the country of manufacture, origin or destination thereof. Additionally, in the performance of its obligations hereunder, Seller shall comply with all Laws and Chemours' policy prohibiting the use of child or forced labor and, specifically, at a minimum Seller shall not employ any person who is under fifteen (15) years of age (or higher if required by local Law). Further, Seller hereby certifies that it does not and shall not knowingly use forced labor and that it does and will comply with all applicable statutory minimum standards regarding employment conditions or those required by Chemours (whichever is more stringent). Seller agrees and certifies that any Goods, in whole or in part, furnished by Seller hereunder do not include or contain any product or material manufactured, sourced or originating from the Xinjiang Uyghur Autonomous Region of China (XUAR).

Seller shall comply with the Chemours Seller Code of Conduct and other policies located on the Chemours Supplier Center at <https://www.chemours.com/en/supplier-center>. Chemours, in its sole discretion, may require Seller to complete relevant training provided by Chemours. Upon request, Seller shall require Seller Personnel associated with the performance of the PO to complete such training. Upon request, Seller agrees to provide Chemours with accurate receipts of all relevant expenses and transactions that are undertaken in the performance of the PO, and to allow Chemours, in its sole discretion, to audit Seller's books and records for purposes of verifying Seller's compliance with all applicable Laws.

NOTICE: Due diligence, via a public database search, may be conducted on Seller, its executive(s) and/or its ultimate beneficial owner(s) to ensure compliance with applicable anti-corruption and economic sanction Laws. Chemours may store, move and process the publicly available personal information obtained in other countries, including the United States. Chemours will restrict access to such personal information to personnel necessary for performance of due diligence and will keep this information only as long as legally required for the business relationship. Seller consents in advance to these terms and agrees to inform and obtain any required consent from its executives and/or beneficial owner(s) as local Law requires (including how personal data is used based on [https://www.chemours.com/Chemours\\_Home/en\\_US/privacy.html](https://www.chemours.com/Chemours_Home/en_US/privacy.html)).

**To the extent applicable, Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

As a U.S. publicly traded company, Chemours is required by Section 1502 of the Dodd-Frank Act (12 U.S.C. §5301 *et seq.*), U.S. Executive Order 13671 and similar Laws in other countries to comply with and disclose its use of certain conflict minerals (*i.e.*, gold, tin, tantalum and tungsten referred to as "Conflict Minerals") supplied to Chemours, and to determine if such minerals are sourced from the Democratic Republic of the Congo or any of its adjoining countries (currently, Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia). Chemours shall rely upon and Seller shall provide complete and accurate information as to the: (i) presence of Conflict Minerals in Goods provided hereunder; and (ii) source of supply of these materials, including identification of the smelter. Seller shall provide Chemours all requested documentation and information reasonably necessary to assist Chemours with its annual reporting obligations related to Conflict Minerals.

**18. INTELLECTUAL PROPERTY.** "Work Product" shall mean all work, deliverables, drawings, designs, specifications, models, perspectives, ideas and improvements, software and other intellectual property developed by Seller for Chemours in the performance of the Services. Chemours shall own all Work Product (including all intellectual property rights therein) at the time such Work Product is conceived of or developed, and Seller hereby assigns and conveys (and shall cause each of its employees, agents, contractors and sub-contractors who assisted in the development of such Work Product to assign and convey) to Chemours all rights, title and interest (including ownership of all intellectual property therein) in and to all such Work Product. Upon request by Chemours, Seller shall execute any documents and take other action necessary to transfer all rights in such Work Product to Chemours and for Chemours to obtain protection for intellectual property relating thereto. Seller acknowledges and agrees that all Work Product consisting of works of authorship is "work made for hire" to the maximum extent permitted by applicable Law and shall be treated as Chemours Confidential Information even though it may be first disclosed to Chemours by Seller.

If any Goods provided hereunder contain any software and/or firmware (including any subsequent updates) included with or embedded in any Goods, Seller hereby grants Chemours an irrevocable, perpetual license to use, transfer (as part of the Goods), execute, display and perform any such embedded software. If Seller is not the owner of such software and/or firmware, it shall pass through to Chemours the applicable license from the owner or licensor.

"Chemours Licensed Technology" shall mean all designs, drawings, diagrams, specifications, models, tooling, dies and molds, manuals, instructions, reports, test results, data, know-how, processes, techniques, systems, improvements, computer programs, inventions, discoveries (whether or not patentable and whether or not protectable as a trade secret), all original works of authorship and all other material, items and information of any kind, that is provided to Seller by or on behalf of Chemours, and that was owned or controlled by Chemours or a Chemours Affiliates prior to being provided to or used by Seller hereunder. If Chemours provides Seller access to any Chemours Licensed Technology to assist Seller in the performance of Services, then Chemours grants to Seller a non-exclusive, royalty-free, revocable license thereto for the sole purpose of performing Services and only during the period of such performance. Seller shall not acquire any other right, title or interest in or to the Chemours Licensed Technology as a result of such license grant.

**19. CHEMOURS DATA; SELLER DATA SECURITY OBLIGATIONS.** "Chemours Data" shall mean any data or information, including without limitation Chemours Confidential Information and Chemours Licensed Technology (if applicable) submitted by Chemours to Seller (or to which access is permitted by Seller), including data in Chemours information processing systems ("Systems") or collected, processed, developed or produced by Seller (other than data internal to Seller) in connection herewith. Chemours owns (or shall own) and has (or shall have) all right, title and interest in and to the Chemours Data. Seller shall not use (except as necessary

to perform the Services or provide the Goods) or disclose any Chemours Data without Chemours' prior written approval. To the extent Seller has any rights in the Chemours Data, Seller irrevocably assigns, transfers and conveys to Chemours all of its right, title and interest in and to the Chemours Data. Upon Chemours' request and as directed by Chemours, Seller shall promptly return to Chemours or erase or destroy the Chemours Data in Seller's possession and provide Chemours a certificate attesting to the destruction of the Chemours Data. If Chemours directs Seller to erase or destroy such Chemours Data, Seller shall do so in such a manner that the Chemours Data is rendered unreadable, undecipherable and otherwise incapable of recovery. Seller and Seller Personnel shall not store, copy, analyze, monitor, transfer or otherwise use Chemours Data except for the purpose of fulfilling the PO and for the benefit of Chemours.

Seller shall implement appropriate administrative, physical and technical standards with respect to its access to, use and handling of Chemours Data that are no less rigorous than accepted industry practices but in no event constitute less than reasonable care. With respect to any Chemours Data, Seller shall fully comply with all applicable Laws related to data security. Seller shall, upon Chemours' written request, complete a data security and/or privacy assessment supplied by Chemours and provide any supporting documents requested by Chemours. Seller shall encrypt all Chemours' Data in transit, while at rest and/or when transporting electronic media using postal methods and/or carriers. Seller shall not transmit or deliver to Chemours (or introduce into Chemours' Systems) any software, websites or firmware that contain any Malicious Code due to intentional insertion by Seller or failure by Seller to use care to detect and eliminate such Malicious Code using then-current industry standard security and anti-virus tools. "Malicious Code" shall mean any computer code, programs, procedures, mechanisms or programming devices (including, without limitation, any code typically identified as a malware) that is designed to, or would enable Seller or any third party, to disrupt, modify, delete, damage, deactivate, disable, harm, access without authorization or otherwise impede the operation of any Chemours System or any associated software, firmware, hardware, computer System or network.

**20. PRIVACY.** "Personally Identifiable Information" or "PII" shall mean information that, alone or combined with other relevant data, can identify an individual. PII includes, but is not limited to, name, address, telephone number, date of birth, social security or national identification number, e-mail address or any combination thereof. Unless agreed otherwise in writing, any PII, including without limitation, business-related contact information, such as email addresses or phone numbers, provided by one party to the other hereunder may only be used for conducting the business transaction(s) that is the subject of the PO. Chemours does not consent to Seller's use of any such information provided by Chemours, its contractors, subcontractors, affiliates, customers, vendors or employees, for any direct marketing, nor to the transfer of such information to any third party. Seller shall execute the Chemours Data Processing Agreement ("DPA") if Chemours determines, in the exercise of its reasonable judgment, that one is required for the protection of PII. Seller agrees to immediately notify and cooperate fully with Chemours whenever the Seller has experienced an electronic or physical security breach and such breach exposes Chemours-supplied business related information or PII.

**21. CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean any know-how, trade secrets (whether identified as such or not), scientific and technical information, samples, business and financial information, sales and marketing information, customer lists and other information of Chemours not generally known to the public, and any information derived from such Confidential Information, if such information is disclosed by or on behalf of Chemours to Seller: (a) in writing, or in other tangible form, and designated confidential at the time of disclosure; or (b) orally or visually, and designated confidential in writing within thirty (30) days of such oral or visual disclosure provided, however, that any such information not so designated will nevertheless be deemed to be Confidential Information if the information is of a type and nature that a reasonable person, in the context of the disclosure, would understand it to be confidential. Seller shall: (i) maintain Chemours' Confidential Information in confidence; (ii) use it only for purposes of the PO; and (iii) disclose it only to those employees, agents or contractors who have a need to know such Confidential Information in order to fulfill the transactions contemplated hereunder and who are under confidentiality and non-use obligations no less restrictive than those herein. Seller shall protect Chemours' Confidential Information from unauthorized use, disclosure, dissemination or publication with the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. If Seller believes that it, Seller's Personnel or any third-party have disclosed or used Chemours' Confidential Information in material violation of this Section, it shall promptly (but within not more than five (5) business days) so notify

and cooperate, at its own expense, with Chemours and assist it in attempting to minimize the effects of such disclosure or use. All Chemours Confidential Information is and shall remain Chemours property. Upon Chemours' request, Seller shall destroy or return to Chemours all Confidential Information and other related records which contain or summarize any of Chemours' Confidential Information. If Seller is directed to destroy the Confidential Information, it shall provide to Chemours a certificate attesting to the destruction thereof and erase or destroy such Confidential Information in such a manner that the Confidential Information is rendered unreadable, undecipherable and otherwise incapable of recovery. If Seller is legally required to disclose any Chemours' Confidential Information in connection with any legal or regulatory proceeding, Seller shall (unless prohibited by applicable law) notify Chemours within a reasonable time prior to disclosure to allow Chemours a reasonable opportunity to seek appropriate protective measures or other appropriate remedies prior to disclosure. Subject to any protective measures or other remedies imposed by the applicable legal or regulatory body, Seller may disclose only that portion of the Confidential Information that it is legally required to disclose and shall exercise reasonable efforts to obtain assurances that confidential treatment shall be accorded to that Confidential Information.

**22. REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants that: (a) all Services will be performed in a timely, efficient, professional and workmanlike manner and in compliance with all applicable Laws, industry codes and other accepted standards; and (b) for twelve (12) months from completion of the Services (including Work Product), they will meet the Services' and/or the Work Product's specifications and be free of errors and defects in design, material and workmanship. If the Services (Work Product) do not conform to the above warranties, Seller shall correct such non-conformities at no additional cost to Chemours, or at Chemours' option, give an appropriate reduction in fees or refund any monies paid for such non-conforming Services and/or Work Product. If Seller fails to correct such non-conformities to Chemours' satisfaction Seller shall refund any monies paid for such non-conforming Services and/or Work Product and reimburse Chemours for any additional costs of correcting said Services and/or Work Product.

Seller hereby represents and warrants that: (a) it shall convey to Chemours good and marketable title to all Goods, free and clear of any liens, claims and/or encumbrances; (b) all Goods provided hereunder shall be new and free from defects in materials, design and workmanship and shall conform to all applicable specifications, drawings, samples and descriptions for a period of not less than two (2) year from the date of delivery to Chemours; and (c) all Goods provided hereunder were prepared and/or manufactured in compliance with all applicable Laws. If any Goods provided hereunder fail to conform to the warranties set forth above or are recalled by Seller ("Defective Goods"), Seller, at Chemours' sole and exclusive discretion, shall replace, repair or reimburse Chemours for such Goods and reimburse Chemours for any costs incurred by Chemours to remove, store, transport or dispose of Defective Goods. Any replaced or repaired Goods shall be subject to the representations and warranties set forth herein. Seller shall pass through to Chemours any additional manufacturers warranties applicable to Goods it supplies hereunder. If any Defective Goods provided hereunder cause Chemours to recall any of Chemours' products manufactured using the Defective Goods ("Recalls"), Seller shall reimburse Chemours for all costs incurred for such Recalls and for all expenditures made in the settlement of any claim relating thereto.

**23. INDEMNIFICATION.** Seller shall indemnify, defend and hold harmless Chemours, its affiliates, and its and their respective shareholders, directors, officers, employees and agents (collectively, "Chemours Indemnified Parties") from and against any and all third-party claims, losses, damages, suits, fees, fines, judgments, costs and expenses (collectively, "Third-Party Claims"), including reasonable attorneys' fees and expenses incurred in responding to such Third-Party Claims, that the Chemours Indemnified Parties may suffer or incur due to: (a) a claim that any Services, Work Product or Goods provided hereunder or Chemours' use or possession thereof infringes upon or misappropriates any intellectual property right of a third party; (b) Seller's negligence, willful misconduct or other tortious acts, including any acts or omissions of Seller resulting in any personal injury (including death) or damage to property; (c) Seller's breach of any privacy, confidentiality or data security obligation at Law or hereunder; (d) Seller's violation of any applicable Law; or (e) any claims or liabilities relating to work status, compensation, tax, insurance or benefit matters related to Seller's Personnel. Should use of Services, Work Product and/or Goods provided to Chemours by Seller become (or be likely to become) the subject of an intellectual property infringement claim, Seller shall, at its sole expense and option (but only after reasonable consultation with Chemours): (i) procure for Chemours the right to continue using the affected Services, Work Product and/or Goods free of any liability, or (ii) replace or modify, in whole or in part, the

affected Services, Work Product and/or Goods so as to be non-infringing, provided however such replacement or modifications are acceptable to Chemours. In addition, Chemours shall have the right, in its sole and exclusive discretion, to terminate the PO or any portion thereof hereunder at no further cost or expense to it and such termination shall not affect Chemours rights to receive indemnification for any Third-Party Claim hereunder or any other rights or remedies hereunder that are intended to survive termination.

**24. INSURANCE.** Seller shall maintain, with insurers authorized to do business where the Goods are provided, Work Product is produced and Services are performed, insurance of the types and in the amounts that are reasonable and customary (or legally required) but not less than the following coverages: (a) unemployment and workers compensation in accordance with all applicable statutory and legal requirements, including Employer's Liability insurance (or its equivalent outside the U.S.), if applicable, with a total limit of at least two million dollars (\$2,000,000) per accident for bodily injury by accident and two million dollars (\$2,000,000) per employee for bodily injury by disease; (b) automobile liability insurance covering bodily injury and property damage with a total limit of at least two million dollars (\$2,000,000) per accident, which will cover liability arising out of any auto (including owned, hired and non-owned autos); (c) commercial general liability ("CGL") insurance with a total limit of at least five million dollars (\$5,000,000) per occurrence (occurrence policy form) for bodily injury, property damage and personal injury; (d) property insurance to adequately cover replacement costs of material, product, equipment (if any) of any Chemours property held by Seller, if damaged or destroyed; and (e) to the extent customary to the type of Services to be provided, professional errors and omissions liability insurance in a limit not less than two million dollars (\$2,000,000) per claim. Seller shall be solely responsible for requiring its affiliates and subcontractor to maintain such coverages. Upon request, Seller shall provide Chemours with certificates of insurance or evidence of coverage before commencing performance hereunder.

**25. LIMITATION OF REMEDIES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. THE FOREGOING SHALL NOT APPLY TO ANY DAMAGES RESULTING FROM A BREACH OF ANY OBLIGATION HEREUNDER REGARDING WARRANTIES, INDEMNIFICATION, INTELLECTUAL PROPERTY, CONFIDENTIALITY, PII AND/OR VIOLATIONS OF APPLICABLE LAW OR ANY CLAIMS BASED ON A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**26. EXCUSED PERFORMANCE.** Neither party shall be liable to the other for any delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, whether foreseeable or unforeseeable, including, but not limited to, acts of God, fire, explosion, flood, war, acts of or authorized by any Government, accidents, pandemics, epidemics, strikes or labor disputes not specifically directed at Seller, and acts of terror (each, a "Force Majeure Event"). The affected party shall promptly give notice (including reasonable details thereof) to the other party of the occurrence of a Force Majeure Event. If the affected party does not remove or work around the Force Majeure Event within seven (7) days of such notice, then the other party may upon written notice thereof immediately terminate the PO (or affected portion thereof) without further cost or penalty.

**27. GOVERNING LAW; JURISDICTION; VENUE.** The PO (including these PO Terms) shall be governed by, construed and enforced in accordance with the Laws of the State of Delaware without giving effect to the principles of conflicts of law and the U.N. Convention on Contracts for the International Sale of Goods shall not be applicable. The parties expressly waive, to the fullest extent permitted by applicable Law, any right to trial by jury with respect to any judicial proceeding arising from or related to the PO (including these PO Terms). The parties further agree that any judicial proceeding arising from or related to the PO (including these PO Terms) shall only be brought in the State or Federal courts located in Wilmington, Delaware and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum.

**28. MISCELLANEOUS.** Seller may not assign the PO (including these PO Terms) or any of its rights or obligations thereunder, without the prior written consent of Chemours. Any assignment or transfer without such written consent shall be null and void. Unless expressly set forth, nothing herein is intended to nor shall it confer upon on any person or entity, other than the parties or their respective permitted assigns, successors and legal representatives, any rights, remedies, obligations or liabilities under or by reason hereof.

Unless agreed in writing by Chemours, Seller shall not use the name, tradename, trademarks, service marks or logos of Chemours in any publicity releases, news releases, annual reports, product packaging, signage, stationery, print literature or advertising, nor register or attempt to register any trademarks, trade names, logos, domain names, metatags, meta descriptors or electronic mail (e-mail) addresses, server names, search-engine markers, that are identical to, or confusingly similar to Chemours' name or trademarks of those of any of Chemours Affiliates. Seller shall not represent, directly or indirectly, that any product or service offered by Seller has been approved or endorsed by Chemours.

Seller is an independent contractor of Chemours and the PO shall not be construed as creating a relationship of employment, agency, partnership, joint venture or any other form of legal association. The employees, subcontractors, methods, facilities and equipment used by Seller to perform Services or produce Goods hereunder shall at all times be under Seller's exclusive direction and control and Seller's Personnel assigned shall at all times be and remain employees or contractors of Seller. Nothing herein shall be construed to constitute Seller or Seller Personnel as an employee, agent, associate, joint venturer or partner of Chemours. Chemours shall have no obligations with respect to any insurance coverage, tax, contributions or withholdings mandated or fixed by any city, state, province, country or federal governmental agency or any other such requirements for Seller Personnel that may be applicable to Chemours employees. Seller Personnel shall not be eligible to participate in or be entitled to any benefits or rights under Chemours' various benefit plans, programs or policies, including, but not limited to, paid vacation, sick leave, disability leave, medical or life insurance and/or retirement plan participation. Seller shall provide all required unemployment and/or worker's compensation insurance for its own personnel and Chemours shall have no obligation to provide disability or unemployment insurance and/or workers' compensation insurance for any Seller Personnel. Neither party shall have the power to bind the other or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name without such party's prior written authorization. The parties acknowledge and agree that this is not an exclusive agreement and that each party is free to enter into agreements with other parties (including competitors of the other party) for products and services that are the same or similar to Goods and/or Services hereunder.

These PO Terms may not be added to, modified, superseded or otherwise altered and no amendment, modification or waiver of or consent with respect to any provision of the PO (including these PO Terms) shall be effective unless signed by an authorized representative for each party. No course of dealing or usage of trade shall be invoked to modify the terms and conditions hereof. No pre-printed information on Seller provided invoices, sales acknowledgement or shrink-wrap, click-wrap, browse-wrap or similar agreements shall have any force or effect between the parties and are hereby rejected. If a PO might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of Seller's agreement to the terms hereof. The failure of either party to enforce strict performance by the other party of any provision hereof or to exercise any right hereunder shall not constitute a waiver thereof. If any provision of the PO (including these PO Terms) conflicts with the Law under which they are to be construed or if any provision hereof is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Law. The remaining provisions of the PO (including these PO Terms) and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each of those provisions shall be valid and enforceable to the fullest extent permitted by Law. Any terms of the PO (including these PO Terms) that by their nature contemplate performance after termination shall survive and continue in full force and effect. Unless expressly stated otherwise herein, all rights and remedies provided hereunder shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at Law, in equity or otherwise.

The PO (including these PO Terms) constitutes the entire agreement between the parties and the complete and exclusive statement thereof with respect to the provision of Goods, Services (including Work Product), information or assistance hereunder. The PO (including these PO Terms) supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to the subject matter hereof. Seller acknowledges and agrees that there are no understandings or representations, express or implied, not expressly set forth herein and that it is not relying upon, nor has it been induced by, any representation, warranty, information or statement made or provided by Chemours in connection herewith.