SIEMENS ENERGY CANADA LIMITED STANDARD TERMS AND CONDITIONS OF PURCHASE

The following Siemens Energy Canada Limited Standard terms and conditions of purchase (the "**Terms**") shall apply to any purchase of goods and/or services specified in the purchase order issued by Purchaser (as defined herein) to a supplier, and their acceptance is an express condition of such purchase. Supplier shall be deemed to have full knowledge of the Terms and such Terms shall be binding if the Deliverables are delivered to Purchaser or if Supplier does not within five (5) calendar days from the date hereof deliver to Purchaser written objection to said Terms. No order will be recognized by Purchaser unless issued on Purchaser's purchase order. The Order issued herein, together with the Terms and all Purchaser's documentation referenced in the Order shall constitute the contract between Purchaser and Supplier (the "**Contract**"). In the event of any conflict or inconsistency between the Terms herein and the terms and conditions contained in any acknowledgment or in any other form issued by Supplier, whether or not any such form has been acknowledged or accepted by Purchaser, the Terms herein shall prevail. No waiver, alteration or modification of the Terms shall be binding upon Purchaser unless made in writing and signed by a duly authorized representative of Purchaser.

1. Definitions

"**Affiliate**" means, with respect to a Party, any other party who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party; provided, however, such party shall be deemed to be an Affiliate only as long as such control exists. For purposes of this definition, "**control**" (of a corporation, company or other entity, (an "**Entity**")) shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of an Entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise. Notwithstanding the foregoing, for Purchaser, "**Affiliate**" shall also be deemed to include any Carved-out Unit. "**Carved-out Unit**" shall mean any Entity, in which Purchaser or an Affiliate of Purchaser directly or indirectly holds a minority interest of at least 10 (ten) percent and (i) which formerly was an Affiliate of Purchaser, or (ii) which operates a business which was formerly operated by Purchaser or an Affiliate of Purchaser and was transferred to such Entity, or (iii) which is an Affiliate of an Entity as specified in (i) or (ii) above, if and as long as that Purchaser has not informed the Supplier that such Entity shall not be deemed a Carved-out Unit for the purpose of this Contract. Should an Entity cease to be a Carved-out Unit for the purposes of this Contract, then any existing rights and obligations with such Entity shall continue until such time as they expire by their terms.

"**Delivery Date**" means the date of delivery for Deliverables and the specified delivery scheduled as specified in an Order.

"**Deliverables**" means goods, Services (as defined below), parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and where the context requires such services as are necessary and incidental to the delivery of Deliverables under any Order. For clarity, changes made by Purchaser to the part numbers and/or other description of the Deliverables will continue to be Deliverables.

"**Intellectual Property**" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, Specifications, reports, data, technical information, and instructions.

"**Order**" means a paper or electronic document sent by Purchaser to Supplier to initiate the ordering of Deliverables, such as a purchase order, a scheduling agreement, a statement of work or other authorization or Order, and including change notices, supplements or modifications thereto. Where the context permits, the term Order includes Agreement.

"**Party**" or "**Parties**" means Purchaser and/or Supplier, individually or collectively, as the context requires.

"**Personal Information**" means information about an identifiable individual.

"**Purchaser**" means Siemens Energy Canada Limited or the Purchaser's Affiliate that issues an Order referencing these Terms and Conditions, and any successor or assignee of Purchaser.

"**Representatives**" means a Party's and its respective Affiliates' directors, officers, employees, agents, representatives and/or subcontractors.
"**Services**" means any effort performed by Supplier necessary or incidental to the delivery of Deliverables, including design, engineering, installation, repair and maintenance. The term "Services" shall also include any effort required by an Order.
"**Specifications**" means, but is not limited to, the plans and specifications for the provision of the Deliverables and/or the Services, including any document describing the scope of services to be performed by the Supplier, all functional, technical, operational, performance, quality and similar requirements, drawings, illustrations, equipment descriptions and other data relating to the Deliverables and/or Services to be provided by the Supplier to Purchaser.
"**Supplier**" means the legal entity providing Deliverables or otherwise performing work pursuant to an Order.
"**Terms**" means this document, the Siemens Energy Canada Limited Standard Terms and Conditions of Purchase, regardless of whether modified or unmodified by the Parties.

2. **Scope.** Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order, including these Terms. No order will be recognized by Purchaser unless issued on Purchaser's Order.

3. **Order of Precedence**. The Order issued herein, together with the Terms and all Purchaser's documentation referenced in the Order shall constitute the contract between Purchaser and Supplier ("**Contract**"). The order of precedence provision in an agreement (for example a master agreement or a long-term agreement), if any, shall prevail over this Section 3. In the event of any conflict or inconsistency in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the Order including but without limitation the price, price adjustment terms, Specifications, shipping, quality requirements, drawings, work statements, and modifications to the agreement and/or these Terms that specifically reference the section being modified; (ii) terms of the agreement under which the Order is issued; and (iii) these Terms. No waiver, alteration or modification of the Terms shall be binding upon Purchaser unless made in writing and signed by a duly authorized Representative of Purchaser.

4. **Specifications.** Supplier shall comply with all Specifications. Supplier shall immediately notify Purchaser, in writing, of any failure to comply with the Specifications.

5. **Shipment/Charges/Risk of Loss/Title**. Unless otherwise stated on the face sheets of the Order, all Deliverables shall be delivered FCA (Incoterms 2020) from Supplier's facility. Supplier shall employ Purchaser's preferred carrier and method of shipment set out in Purchaser's routing guide, available at https://www.siemens-energy.com/global/en/home/supplier/supplier-information.html#Canada-tab-3
For greater certainty, receipt by the carrier of such Deliverables at Supplier's facility does not constitute acceptance of Deliverables by Purchaser. Supplier shall ensure use of carrier designated by Purchaser and shall contract for carriage on usual terms at Purchaser's risk and expense. If Supplier does not have shipping instructions from Purchaser, Supplier shall obtain same. Supplier must obtain at his own risk and expense any export license or other official authorization and carry out, where applicable, all custom formalities necessary for the export of Deliverables. Deliverables will be handed over to the carrier as the transport mode and/or quantity and/or nature of Deliverables may require. Unless otherwise stated on the face sheets of the Order regarding FCA (Incoterms 2020), risk of loss and/or damage to Deliverables shall pass from Supplier to Purchaser upon transfer to the carrier, and title shall pass to Purchaser upon receipt of Deliverables as provided for herein, provided that vesting of title shall not constitute acceptance of Deliverables by Purchaser. Supplier shall suitably pack the Order, mark and identify the Order number and ship Deliverables in accordance with any instructions from Purchaser and the requirements of the carrier to secure the lowest possible transportation cost. Supplier shall be liable for any freight charges or damage to Deliverables resulting directly or indirectly from any failure by Supplier to comply with this provision. If Deliverables are deemed to be dangerous and or hazardous, Supplier shall ensure all legally required

documentation is prepared and submitted to the carrier prior to shipment with copy to Purchaser. No transportation or delivery charges of any kind including packing, boxing, storage or cartage charges shall be paid by Purchaser or reimbursed to Supplier unless specifically agreed to by Purchaser in writing. For shipments originating outside of Canada, Supplier shall ensure that a commercial invoice certified in accordance with Canadian customs regulations (Customs Invoice) accompanies Deliverables clearly indicating the Order and consignee together with any export documents/permits required by the foreign customs authorities. The Customs Invoice should indicate the customs broker for clearance as advised by Purchaser. All Bills of Lading prepared on behalf of Purchaser shall also indicate the Order number. The Supplier must provide a statement, or where required a certificate, demonstrating proof of origin for originating goods compliant under the respective Rules of Origin of any applicable Free Trade Agreement (e.g. USMCA, CETA etc.) to qualify for available duty-free or preferential duty under Canadian law. The Supplier is responsible for the completeness and accuracy of the information declared on the proof of origin or certificate of origin.

Suppliers should preferably be a national customs security program participant. All invoices, shipping documents and other writings pertaining to this Order shall refer to Purchaser's Order and/or contract number set out on the reverse hereof.

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6. **Delivery.** Supplier shall comply with the schedule and shall not make material commitments in advance of the time necessary to meet Purchaser's delivery schedule. Deliverables shipped or Services performed to Purchaser in advance of schedule may be returned to Supplier or warehoused at Supplier's expense. Supplier shall forthwith advise Purchaser of any anticipated delays. Nothing other than a written amendment signed by both Parties however will result in a change to the contractual Delivery Date. Purchaser reserves the right to reject any shipments or deliveries not then made or to cancel this Contract without any liability to Supplier and without prejudice to any of Purchaser's rights and remedies at law or equity, should Supplier fail to meet scheduled delivery or completion dates or if there is a reasonable likelihood of Supplier failing to meet such schedule.. Time is a material element of the Contract. Supplier shall deliver Deliverables and perform Services by the Delivery Date. In the event delivery of the Deliverables is delayed in respect of the Delivery Date specified in an Order, other than for reasons set out in Section 21 "Force Majeure", Supplier will be in breach and will be liable for all damages suffered by the Purchaser on account of the delay. If the Purchase Order does not specify liquidated damages, then Supplier shall be responsible for Purchaser's actual costs and damages resulting from late delivery of the Goods and/or Services. If liquidated damages for delay in delivery or completion are set forth in the Purchase Order, Supplier expressly agrees that (i) such liquidated damages were specifically negotiated by the Parties and are in lieu of Purchaser's actual damages for delay, which both Parties agree such damages would be difficult or impossible to calculate, (ii) such liquidated damages constitute a fair and reasonable estimate of the amount of damages that would be incurred by Purchaser in the event of such delays in delivery or completion of the Goods and/or Services in light of anticipated harm, and the difficulties of proof of and inconvenience or non-feasibility of obtaining any adequate remedy, (iii) such liquidated damages are not intended as and shall not be deemed or construed as penalties, and (iv) it waives any right to contest the validity or enforceability of such liquidated damages. Notwithstanding any such payment of liquidated damages for late delivery or otherwise, Supplier shall remain obligated to meet the delivery terms.

7. **Warranty**. Supplier warrants to Purchaser and Purchaser's successors, assigns and users of the Deliverables sold by Purchaser that all Deliverables and/or Services provided under the Order shall and continue to: (a) be free from defects in design if the design is not provided by Purchaser, materials and workmanship for a period of 3 (three) months from the date of acceptance by Purchaser; (b) conform with all Specifications attached or contained in the Order and all documentation and information provided by Purchaser for the Deliverables; (c) be fit for their intended purpose; (d) be new, unused (unless otherwise specified in this Order) and merchantable; (e) be free from liens or encumbrances on title; and (f) to the extent the Deliverables are, or

contain hardware and/or software products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this Section, "Warranty"). To the extent Services are to be provided hereunder, Supplier warrants that all work rendered shall be careful and proper and in full compliance with Specifications and shall be in accordance with the best current practices in the industry and with the highest engineering or other applicable professional standards. The foregoing warranties shall survive any testing, inspection or acceptance by Purchaser of Deliverables. The warranties set forth above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Supplier's liability herein. The warranty with respect to any corrected Deliverables shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Deliverables shall be the longer of (i) one (1) year from the date of repair or replacement or (ii) until the end of the original warranty period. In addition to any other obligations set forth in this Section, Supplier shall pass through all assignable third party manufacturers' warranties applicable to Deliverables furnished by Supplier. In the event a third party warranty is not assignable, Supplier shall enforce its warranty against a third party at Supplier's expense upon Purchaser's reasonable request. Supplier shall immediately notify Purchaser in writing of recalls of Deliverables and/or Deliverable safety notices that concern the Deliverables. Purchaser shall have the right to assign all Supplier warranties under this Order to third parties including Purchaser's customers/end users, who shall have all rights to enforce such warranty. Supplier shall be liable for Purchaser's actual costs, expenses and damages related to or arising from Deliverables and/or Services not conforming to the warranty, including but not limited to systemic and incidental damages incurred by Purchaser.

Technology Warranties: Supplier represents and warrants that (i) the Deliverables do not (a) infringe, violate or misappropriate any intellectual property right(s) of third parties or (b) violate applicable laws; (ii) Supplier has all of the rights, permits, licenses and authority necessary to perform its obligations hereunder; (iii) Deliverables including any software, related documentation, updates furnished hereunder and the media it is delivered on, or any "Software as a Service" or "Cloud" service, have been scanned for viruses and other malicious code and have been found to be free from viruses and malicious code; and (iv) the Deliverables do not (a) grant access to servers, systems or programs of Purchaser, its Affiliates or Representatives by person(s) other than Purchaser, its Affiliates or Representatives or (b) contain any program, routine, code, device or other undisclosed feature including but not limited to a time bomb, virus, software lock, Trojan horse, worm or trap door ("**Disabling Feature**") that is designed to delete, disable or interfere with the Deliverables, and if any Disabling Feature is discovered or reasonably suspected to be present, Supplier shall immediately notify Purchaser and, at its sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

8. **Inspection, Acceptance and Rejection**. All Deliverables shall be subject to inspection and test by Purchaser at all times and places including the period of manufacture and in any event prior to final acceptance by Purchaser to assess work quality, conformance with Specifications, and conformance with all of Supplier's representations, warranties and covenants herein. No such verification shall relieve Supplier of its obligations and warranties hereunder. Deliverables shall not be deemed accepted until after such final inspection. If any Deliverables or parts thereof are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements set out herein, in addition to any other rights which it may have under applicable warranties, or under law, Purchaser shall have the right to reject and return such Deliverables for either full credit or a refund (at Purchaser's discretion) at Supplier's expense including payment of shipping charges incurred by Purchaser. Without limiting the foregoing, Purchaser shall also have the right to require that Supplier promptly and at its own expense repair, replace or restore any defective or deficient portion of Deliverables, to Purchaser's reasonable satisfaction. If Supplier is unwilling to or unable to effect prompt replacement, Purchaser may use its own facilities or contract with a third party at Supplier's expense. All returned Deliverables shall be at Supplier's risk of damage or loss. Neither the failure of Purchaser to inspect, nor acceptance of, nor payment for any Deliverables shall prejudice Purchaser's rights under this paragraph. Supplier's records relating to the manufacture or provision of Deliverables shall be maintained for a minimum of seven (7) years following delivery unless otherwise agreed in writing by Purchaser.

If the Supplier is not meeting any of its obligations under the Contract, it will provide to the Purchaser immediately a detailed plan to show how Supplier will rectify the event.

9. **Compliance with Laws**. Supplier shall comply with all laws and regulations, including without limitation, international, federal, provincial, municipal and local laws and codes, quality system standards and quality assurance requirements, privacy requirements, environmental standards and any additional technical codes, standards or norms which Purchaser may specify in writing. In the event the Purchaser is located in Quebec and/or the Supplier is requested to deliver the Deliverables in the province of Quebec, any instructions, including without limitation, instructions related to user interfaces of software products or labeling on prepackaged retail Deliverables, must be available in both French and English as required by the applicable law.

10. **Code of Conduct**. Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier shall take responsibility for the health and safety of its employees. The Supplier shall act in accordance with the applicable environmental laws. The Supplier shall use reasonable efforts to promote the Siemens Energy Code of Conduct among its suppliers. Supplier shall adopt and comply with the Siemens Energy Code of Conduct for Suppliers and Third Party Intermediaries available at the following URL: https://www.siemens-energy.com/global/en/company/about/supply-chain-management/sustainability-in-the-supply-chain/code-of-conduct.html ("Siemens Energy Code of Conduct for Suppliers and Third Party Intermediaries"). The Parties recognize that the above URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Purchaser agrees to provide the new URL upon Supplier's request in the event of a change. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this Contract in case of breach of the obligations set out in Section 27 and/or this Section 10. However, provided that the Supplier's breach of Section 27 and/or this Section 10 is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Purchaser.

11. **Health and Safety**. The Supplier and its Representatives shall be familiarized with Purchaser's Environmental Health & Safety as notified by Purchaser from time to time ("**EH&S**") policies applicable on any work site and shall comply with such EH&S policies. The Supplier and its Representatives shall comply with the requirements of the Workplace Safety Insurance Board (or other similar body) regulations and all applicable health, safety and environmental legislation, and shall provide Purchaser with satisfactory evidence of compliance.

12. **Indemnity**. Supplier shall indemnify, defend and hold harmless Purchaser, its Affiliates and their Representatives and assigns from and against any and all expenses, costs, claims, losses, actions, lawyer's fees, damages, duties, taxes, penalties or liabilities (including without limitation special and consequential damages, and including the costs of replacing or recalling Purchaser's equipment which may be damaged or rendered defective by materials furnished or work done in breach of warranties), or any amounts incurred by or which may become payable by Purchaser (i) arising or resulting directly or indirectly out of any breach by Supplier of the Contract; or for bodily injury, death or loss or damage to property which may arise or result, directly or indirectly, from the performance of this Contract or any Deliverables supplied hereunder.

13. **Intellectual Property**.

(a) *Ownership:* Each Party shall retain all right, title and interest it may have with respect to Items acquired or developed before the date of this Order or independently of this Order. "Items" means ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models,

instructions, specifications, technical information, computer programs including software (in source and *object* code forms), firmware and related operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans, outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable.

(b) As between the Parties, Purchaser shall be the sole owner of and shall have all right, title and interest in all Work Product, including all related copyright, patent and other intellectual property rights, including without limitation, any derivative works, or inventions or trademarks relating to existing intellectual property. "Work Product" means all Items and any other work product conceived, created, developed, produced, prepared, collected, compiled or generated by Supplier, its Affiliates or Representatives in connection with the Deliverables including but not limited to modifications and improvements thereto. Supplier shall not cause or permit any Work Product to be subject to any lien or encumbrance. Supplier hereby, irrevocably, in perpetuity and without further consideration, assigns to Purchaser all right, title and interest that Supplier, its Affiliates and/or Representatives has or may have in the future anywhere in the world in all Work Product.

(c) *Works made for Hire:* Purchaser shall own all Work Product and shall be the sole and exclusive owner of any copyrights in the Work Product, including all rights of copyright registration, renewal and extension. Purchaser shall also be considered the author of the Work Product for the purposes of Canadian copyright law, and for the purposes of any other applicable provincial or federal laws. Supplier shall make no claim to ownership of the copyright in the Work Product, nor shall Supplier attempt to exercise any rights, privileges or protections offered to a copyright holder. Supplier waives all moral rights in the Work Product. With respect to Supplier's based in the United States, Purchaser will be considered the "person for whom the work was prepared" for purposes of determining the authorship of any copyright in Work Product, and all copyrightable aspects of Work Product will constitute "works made for hire" as that term is defined under the applicable Copyright Act ("Copyright Act"), or analogous provisions under other Applicable Laws, and will be owned exclusively by Purchaser upon creation. If (and to the extent) any of the foregoing (or any part or element thereof) is found as a matter of law not to be a "work made for hire" under Applicable Laws, Supplier hereby irrevocably, in perpetuity and without further consideration, assigns to Purchaser (its successors and assigns) all right, title and interest that Seller has or may have in the future in and to all United States and foreign copyrights in Work Product and all copies thereof.

(d) *Disclosure; Further Assurances:* Supplier shall disclose and describe all Work Product to Purchaser and, promptly upon Supplier's request, provide any requested information or documentation related to Work Product. Upon Purchaser's request, Supplier will execute and deliver to them all documents and provide all testimony necessary to register and enforce intellectual property rights in Work Product solely in the name of Purchaser (or its designee). Supplier irrevocably designates and appoints Purchaser (or its designee) and its legal representatives and nominees, as Supplier's agent and attorney-in-fact to prosecute and enforce any applications and intellectual property rights as to Work Product.

(e) Supplier shall promptly disclose, and hereby grants to Purchaser, a non-exclusive, freely transferable, royalty-free, fully paid-up, worldwide, license in and to, all Items owned or licensed by Supplier which are necessary for the use and enjoyment by Purchaser of Deliverables and Work Product hereunder. Such license covers perpetual software license for software used in or required for the operation of Deliverables, including but not limited to all modifications or additions to software, as well as all related documentation and technical information. Any software maintenance or support service shall be the subject of an attachment to this Order.

(f) Supplier shall not embed or incorporate any third party Items into Deliverables without Purchaser's prior written consent and Supplier's providing to Purchaser and/or its customers a list of third party software or other intellectual property contained within or necessary to use Deliverables together with royalty-free, paid-up licenses to Purchaser, its Affiliates and its or their customer(s).

(g) Open Source Software. Supplier shall inform Purchaser no later than five (5) calendar days following receipt of the Order, whether the Deliverables include "Open Source Software." As used herein "Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or distribution of such software and/ or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following: (i) that the source code of such Software and/or any Derivative Software be made available to third parties; or (ii) that permission for creating derivative works of such Software and/or any Derivative Software be granted to third parties. If Open Source Software is included, Seller shall deliver to Purchaser, not later than the date of order confirmation,) a schedule of all Open Source Software files used, indicating the relevant license and including a copy of the complete text of such license; (ii) the source code of the Open Source Software,; and (iii) a written declaration that Purchaser's intended use of the Open Source Software will not be subject to a "Copyleft Effect" which means the Open License Terms require that certain of the Seller's products, as well as products derived thereby, may only be distributed further in accordance with the terms of the Open License Terms. Should Supplier not inform Purchaser of Open Source Software or otherwise breach this Section, it shall be a material breach and Seller shall indemnify and defend Purchaser, its Representatives and Purchaser's customer(s)/end-user(s) from all Claims arising from such breach, and Purchaser shall be entitled to cancel the Order without penalty.

(h) Supplier warrants that Purchaser and its customers may freely use, resell or otherwise deal with Deliverables without infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights held by Supplier or any third party. Supplier agrees to indemnify and hold harmless Purchaser from any claim, action, cost or damage whatsoever arising from the alleged or actual infringement of any patent, trademark, copyright, industrial design or other intellectual property right resulting from the purchase and sale, use, or resale of Deliverables. If Deliverables or any activity in connection therewith are held to be an infringement and their use is enjoined, Supplier shall promptly, at the option of Purchaser, secure for Purchaser the right to continue using or reselling Deliverables; replace Deliverables with non-infringing Deliverables; procure Purchaser, its Representatives and/or end user's right to continue using the Deliverables; modify Deliverables such that they are no longer infringing; or, if unable to do any of the foregoing, remove the infringing Deliverables and indemnify Purchaser for any direct or indirect losses, costs or damages resulting from such infringement.

14. **Audit Rights**. Purchaser, its Affiliate(s) or Representative(s) may conduct audit(s) of Supplier. Supplier and its Representatives shall maintain accurate and complete records ("**Records**") which are reasonably sufficient to determine Supplier's compliance with the Order. Such Records shall be kept in accordance with recognized commercial accounting practices and, except where a longer retention period may be provided in this Order, shall be retained by Supplier for a minimum of seven (7) years after the later of the (i) last delivery of Deliverables or (ii) expiration of the Term of this Order. Such audits shall be conducted with reasonable prior notice to Supplier. In connection with such audit(s), Supplier shall reasonably make available, during normal business hours, personnel familiar with the Records.

15. **Purchaser Furnished Property**. The term "**Purchaser Furnished Property**" shall mean all tools, patterns, equipment, materials or other property which is either supplied by or on behalf of Purchaser or its Representatives to Supplier to perform the Services or furnish the Deliverables, or purchased by Purchaser from Supplier which is to be "delivered in place" and stored at Supplier's facility. Title to Purchaser Furnished Property shall remain with Purchaser and risk of loss shall be with the Party who has possession.

For Purchaser Furnished Property in Supplier's possession, custody or control, Supplier shall insure against loss and damage in an amount equal to full replacement cost. Purchaser Furnished Property shall carry no guarantee or warranty, express or implied. Supplier shall not use Purchaser Furnished Property on any work other than the Deliverables. Supplier shall clearly mark Purchaser Furnished Property to show Purchaser's ownership and prevent a lien, encumbrance or challenge to Purchaser's title thereto. Supplier shall, at its own expense, maintain and repair Purchaser Furnished Property, returning it to Purchaser in the condition in which received, reasonable wear and tear excepted. Upon expiration or termination of the Order, Supplier shall dispose of Purchaser Furnished Property as Purchaser directs in writing. Purchaser reserves the right to abandon Purchaser Furnished Property at no additional cost to Purchaser. This Order shall remain in effect so long as Supplier possesses Purchaser Furnished Property.

16. **Confidentiality**. (A) Both during and after the term of this Order, Supplier will treat as confidential all information in any form (including copies or restatements thereof) relating to, without limitation, the intellectual property, know-how, Deliverables, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, user identification numbers or passwords of Purchaser, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information of Purchaser hereto marked "Confidential" or other similar markings ("Confidential Information"). Purchaser has the right to share confidential information with its Affiliates, Representatives, and customers in connection with transactions involving or related to the Deliverables provided hereunder, provided those recipients are subject to the same confidentiality obligations set forth herein. (B) Supplier shall refrain from disclosing and/or using Purchaser's Confidential Information other than to perform its obligations under the Order. Supplier shall be responsible for any breach of the confidentiality obligations hereunder by its Affiliates or Representative(s). These confidentiality restrictions shall not apply to information which (i) is or becomes generally known to the public, without the fault of the Supplier; (ii) is disclosed to the Supplier, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the Supplier, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the Supplier upon the date of this Order; (iv) was independently developed by Supplier or its Representatives, as evidenced by written records, without the use of Purchaser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that Supplier, required to disclose by law, will promptly advise the Purchaser of any requirement to make such disclosure to allow the Supplier the opportunity to obtain a protective order and assist Supplier in so doing. An individual who is a Supplier Representative will be immune from liability for the confidential disclosure of trade secrets to a governmental agency to report a suspected violation of law. (C) Supplier will return or destroy Purchaser's Confidential Information within ten (10) days of receipt of a written request, or upon expiration or termination of this Order. Purchaser shall be entitled to specific performance and injunctive relief (including any other remedies at law or in equity) plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this Section.

17. **Payment**. Prices herein specified shall, unless otherwise expressly stated, be fixed in Canadian dollars inclusive of all duties of any kind and all packaging and loading, but exclusive of any federal or provincial taxes (GST/HST/QST/PST) which shall be shown as separate line items on Supplier's invoice as applicable. Invoices will be paid within ninety (90) days from receipt of an accurate and complete invoice by Supplier, unless a discount is permitted for payments made within another period. Purchaser shall be entitled to set-off against any amounts owing to Supplier, any amounts owing by Supplier hereunder.

18. Export Control,

a) Customs and Foreign Trade Regulations. .

Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"), and shall obtain all necessary export licenses, unless Purchaser or any party other than Supplier is required to apply for the export licenses pursuant to applicable Foreign Trade Regulations.

In particular, Supplier represents and warrants that none of its Products nor its Services provided under this agreement contain products and/or services restricted for import under the Foreign Trade Regulations applicable to the Buyer, including but not limited Canadian export regulations and sanctions, EU Council Regulations as amended, and import restrictions enforced by the U.S. Customs and Border Protection, to the extent permissible under Canadian law.

Supplier will provide to Purchaser in writing, at least two (2) weeks prior to the shipment date of Deliverables, and in case of changes without undue delay: (i) information necessary for a true, valid and complete customs declaration to be made by Purchaser to the Canada Border Services Agency ("CBSA"); (ii) certificates and other proof of origin of Deliverables as required by Section 5; and (iii) for Deliverables subject to the re-export regulations of the United States of America (the "U.S."), or containing U.S. parts manufactured under a U.S. license, the "Export Control Classification Number" according to the U.S. Commerce Control List ("ECCN") for each item and any other information required under applicable laws. Supplier will immediately notify Purchaser of any CBSA investigation as to origin of Deliverables and will fully participate and cooperate in any such CBSA review or audit, including any appeals.

b) Important Note: Siemens Energy does not purchase any items or products which originate in or are located in Russia or Belarus or have been exported from Russia or Belarus to any other country or which have been manufactured or processed in a third country using inputs or raw materials from Russia or Belarus. This is particularly relevant, but not limited to, iron, steel and aluminium as well as petroleum products, crude oil and gaseous hydrocarbons. Each Supplier must contact Siemens Energy prior to submission of an offer and order confirmation if Supplier intends to offer items or products with any such nexus to Russia or Belarus.

c) **Ban on re-exports to Russia and Belarus :**

(C).1.Siemens Energy hereby prohibits the Supplier to, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by Siemens Energy to the Supplier under this Order.

(C).2.Siemens Energy hereby prohibits the Supplier to, and the Supplier agrees not to, use (including sublicensing, selling and/or transferring) in connection with goods intended for sale, supply, transfer, or export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus, any intellectual property rights, trade secrets, materials and/ or other information protected by intellectual property rights or trade secrets that are licensed, sold, transferred, or otherwise provided to the Supplier under this Order. The Parties agree that, by the foregoing provisions, no rights are granted to the Supplier, with respect to intellectual property rights, trade secrets or other information, in addition to any rights otherwise explicitly granted by this Order.

(C).3.Siemens Energy shall be entitled to terminate this Order by written notice in the event of a breach by the Supplier of the obligation pursuant to C.1 or C.2 of this clause of this Order. Upon termination, the Supplier shall pay to Siemens Energy all costs and damages incurred by Siemens Energy from such termination. In any case, the Supplier shall pay Siemens Energy liquidated damages in the amount of 20% of the purchase order value.

(C)..4.Notwithstanding the provision in C.3, the Supplier shall indemnify and hold harmless Siemens Energy in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public

authorities or other third parties against Siemens Energy arising out of or relating to a breach by the Supplier of the obligation under C.1 or C.2 of this Order and the Supplier shall compensate Siemens Energy for all losses and expenses incurred resulting thereof.

d) Siemens Energy shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

e) For shipments containing specific steel products that will be imported into Canada:

- Pursuant to local Canadian government regulations, products shipping to Canada under the following Harmonized Schedule (HS) headings will require a Mill certificate.

- Carbon Steel products (Classified under headings 7206-7217, 7225-7229,7302 and 7304-7306 of the harmonized System) and Specialty Steel Products (Classified under headings 7218-7224, 7301, 7308, 7312-7313 and 7317 of the Harmonized System).

- A Mill Certificate must be provided to the buyer with submission of shipping documents. Mill Certification Requirements:

- Mill Certificates must include disclosure of the product chemical composition, heat number, certificate identification number, "NET Weight" in KG, and information on the country of melt (for steel products).

- Mill Certificates must list names of the products covered by the certificate.

- If the Mill Certificate does not include the Country of melt (COM) , and "Net Weight" in KG:

- A declaration from the product manufacturer in a company letterhead document with information on the Country of melt (COM) , and "Net Weight" in KG, should be provided per shipment if it's not listed within the Mill Certificate.

- This declaration should also contain information on Siemens Energy Canada Limited Purchase Order, material number and product description.

- Alternatively, the country of melt should also be listed on the Customs invoice, at the product line-item level. (The country of melt is not same as the country of origin)

19. **Environmental Protection, Duties to Declare**. Should Supplier deliver Deliverables which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) in a reasonable format provided by Purchaser no later than the date of first delivery of Deliverables. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or Purchaser, or at the designated place of delivery requested by Purchaser. Furthermore, Supplier shall also declare all substances which are set out in the so-called "Siemens list of declarable Substances" applicable at the time of delivery in the manner described above.

20. **Insurance.**

(A) Supplier shall, at its sole expense, maintain the types of insurance coverage(s) listed below. The required coverage limits for each type of insurance listed below shall be the greater of: (i) the coverage limits listed

below; or (ii) if the Purchase Order requires Supplier to maintain higher limits, then the coverage limits specified in the Purchase Order. Evidence of insurance required by the Purchase Order is to be furnished before any Goods/Services is commenced.

Supplier and its Representatives shall maintain such insurance in full force and effect during the term of the Purchase Order, and, in addition, for as long as Supplier is under any warranty obligations arising out of the Purchase Order. All insurers on required insurance coverage(s) shall have an A.M. Best Rating of A- /VIII or better. Purchaser and its Affiliates, and its or their Representatives, Purchaser's customer or end user and/or any other party designated on the Purchase Order as applicable shall be included as additional insureds with respect to the Commercial General Liability policies/coverage(s), arising from the Suppliers or its Representatives Work.

All insurance certificates shall be in a form satisfactory to Purchaser and shall stipulate that the insurance will not be canceled without at least thirty (30) days prior written notice beginning upon the day of receipt of registered mail concerning same by Purchaser. Supplier shall deliver the certificates of insurance, naming Purchaser and, if requested, Purchaser's customer or end user, as the Certificate Holder. If requested by the Purchaser, a copy of the additional insured, cross- liability or severability of interests' clause & waiver of subrogation endorsements Supplier agrees to furnish Purchaser, upon written request, with a full copy of any insurance policy required under this Exhibit E.

All of Supplier's policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Purchaser, Purchaser's customer or end user and/or other parties. All of Supplier's policies of insurance, except for Worker's Compensation, Automobile Liability and Employer's Liability, shall contain a cross-liability or severability of interest clause. The limits of insurance set forth below may be satisfied by any combination of excess and primary insurance coverage. Excluding no fault insurance regimes, Supplier shall require all its insurers to waive all rights of subrogation against Purchaser, Purchaser's customer or end user, and their respective Affiliates, and Representatives, and any other party designated as an additional insured.

(B) Supplier shall maintain the following insurance coverage(s):

(i) Worker's Compensation Insurance in accordance with the statutory requirements of the location in which the Purchase Order is performed. If there is an exposure to injury to Supplier's employee under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage required by Applicable Laws shall be provided for same. Supplier shall maintain Worker's Compensation coverage for personnel involved in the supply of Goods or Services under the Purchase Order even if Supplier is statutorily exempt from the applicable jurisdiction's worker's compensation mandate.

(ii) Employer's Liability Insurance with the following limits of liability:

· $1,000,000 for each occurrence.

· $1,000,000 policy aggregate for occupational disease.

· $1,000,000 each employee for occupational disease.

(iii) **Commercial General Liability Insurance:** in an occurrence coverage form, with minimum limits of $5,000,000 per occurrence, including the following coverages:

· Products and Completed Operations, including Sudden & Accidental Pollution Liability,

· Contractual Liability insuring the indemnity obligations assumed by Supplier under the Purchase Order.

· Premises/Operations.

· Underground, Undermining, Explosion and Collapse (XCU) Hazard. If lifting or moving equipment, riggers liability insurance.

· Broad Form Property Damage (including Completed Operations).

(iv) **Automobile Liability Insurance:** including coverage for owned, hired, and non-owned automobiles and trucks used by or on behalf of the Supplier providing insurance for bodily injury, liability and property damage liability with minimum limits for each type of coverage of $5,000,000 per accident. Non-owned automobile liability may be provided by Commercial General Liability.

(C) The following coverages are specifically required only if the Purchase Order involves:

(i) **Environmental Impairment Liability Insurance:** exposure to or handling of Hazardous Materials (including Asbestos) with limits of $5,000,000 per occurrence.

(ii) **Watercraft Liability Insurance**: watercraft owned, operated or chartered by Supplier or its Representatives, liability arising out of such watercraft shall be insured by General Liability (with the watercraft exclusion deleted), Marine General Liability, or Protection and Indemnity Insurance with a combined single limit of no less than $5,000,000 per each occurrence.

(iii) **Aircraft Liability Insurance:** aircraft (fixed wing or helicopter including drones) owned, operated or chartered by Supplier or its Representatives, liability arising out of such aircraft shall be insured for not less than $10,000,000 combined single limit each occurrence.

(iv) **Cyber Liability or Technology Errors & Omissions Insurance**: access, storage, transmission or processing of Purchaser's, its customer's or end user's, its or their Representatives' confidential information, Supplier shall procure Cyber Liability or Technology Errors and Omissions Insurance providing coverage, for acts, errors, omissions, and negligence of Supplier's employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least $5,000,000 each occurrence; covering regulatory fines, ransomware payments, and business interruption due to cyber events.

(v) **Professional Liability Insurance:** engineering, design, consulting and/or development services, Supplier shall procure Professional Liability (Errors and Omissions) Insurance providing coverage for the negligent acts, errors, or omissions of Supplier or its employees during the performance of professional services in an amount not less than $5,000,000 per claim or occurrence.

(vi) **All Risks Property Insurance:** Purchaser's property, Purchaser Furnished Property or Purchaser's or end user's property under the care, custody and control of Supplier or Supplier's Representatives (including during rigging, storage or transport), Supplier shall obtain insurance covering loss or damage to such property / Purchaser Furnished Property on a 100 percent (100%) replacement cost basis, which insurance shall provide coverage to Purchaser and Purchaser's customer or end user (as appropriate), each as their respective interests may appear;

(vii) **Employee Dishonesty and Computer Fraud Insurance :** Supplier, its Affiliates and/or its and their respective Representatives being granted access to Purchaser or Purchaser's Affiliate's facilities, premises and/or computer systems, Supplier shall procure Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by its personnel, acting alone or with others, in an amount not less than $1,000,000 per occurrence including a third-party endorsement extending coverage to losses suffered by Purchaser as a result of the fraudulent or dishonest acts of Supplier's personnel.

(D) No delay or failure in declaring any default or in enforcing any of the requirements of this clause 20 , and no course of dealing between Purchaser and Supplier shall constitute a waiver of any of the requirements of this clause 20. Purchaser may suspend work or terminate contract for failure to maintain insurance pursuant to this clause 20.

21. **Force Majeure**. Neither party shall be liable for any delay or failure of performance due solely to causes beyond its control without its fault or negligence including without limitation acts of God, war, riot, provided that Supplier has given notice in writing to Purchaser of any such cause for delay or anticipated delay promptly after first obtaining notice thereof and has used its commercially reasonable efforts to make deliveries as expeditiously as possible taking such cause for delay into account. Should Supplier be unable, due to such a cause, to meet all of its delivery commitments for Deliverables ordered herein, Supplier shall not give preference to any other customer in making deliveries of such Deliverables. If Purchaser believes that the delay or anticipated delay in Supplier's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Purchaser may at its option, and without liability to Supplier, cancel outstanding deliveries hereunder wholly or in part. A Party shall notify the other Party hereto in writing within twenty-four (24) hours of the knowledge of and/or occurrence of a Force Majeure event, and neither Party shall be considered to be in default of this Order if and to the extent that its failure or delay in performance is actually caused by Force Majeure. "Force Majeure" means acts of God or nature, acts of civil or military authority, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party. Strikes or other labor troubles involving a Party, or its Representatives shall not constitute Force Majeure. A Party shall use commercially reasonable efforts to mitigate the effect of such Force Majeure, and relief granted to the Party experiencing Force Majeure shall be limited to an extension of the time of performance. If Supplier experiences a Force Majeure Event for more than ninety (90) days, Purchaser shall have the right to terminate the Order, and is entitled to a refund of all monies paid to Supplier subject to costs approved in advance by Purchaser in writing.

22. **Assignment.** Neither Party may assign all or part of this Order, or any rights or obligations hereunder, without the prior written consent of the other Party, except Purchaser may assign its rights and obligations, without recourse or consent, to any of its Affiliates or a successor organization.

23. **Independent Contractor**. The parties herein are two independent entities. Supplier is engaged as an independent contractor solely for the purpose of providing the Deliverables. Supplier is solely responsible for all losses and expenses prudent to performing its obligations hereunder.

24. **Subcontractor.** Supplier undertakes to obtain Purchaser's written consent prior to subcontracting any work or services to third parties other than third parties identified in the agreed upon purchase order. Purchaser reserves the right to reject any subcontractor proposed by Supplier. The term of any subcontracts will be consistent with the terms of this Contract with respect to quality, health and safety, cancellation and termination. Supplier will remain liable to Purchaser for the part of the applicable Order performed by the subcontractor.

25. **Notice**. All notices given hereunder shall be in writing and may be sent by registered mail, courier or email if also sent by regular or registered mail, and addressed to the receiving party at the address set out in the Order or as subsequently agreed between the parties. Notices shall be deemed to be given when received by the other party.

26. **Suspension, Cancellation and Changes**. The right is reserved to Purchaser to either suspend, cancel this Order in whole or in part or to change it at any time, including additions or deletions to quantities, upon notice in writing to Supplier. If cancellation or suspension takes place, delivery shall be accepted at the purchase price of all Deliverables completed prior to receipt of notice of cancellation or suspension. Upon receipt of such notice, Supplier shall, in addition to complying with the requirements of such notice, immediately (i) stop production and delivery of all Deliverables, (ii) accept no orders for Deliverables, and (iii) protect all Deliverables under Supplier's control in which Purchaser may have a full/partial interest. Supplier shall immediately comply with such notice and take all steps necessary to minimize the cost of terminating or changing this Contract. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in Purchaser's notice. If changes affect delivery or price, Supplier shall immediately notify Purchaser. Except as otherwise agreed in writing, Purchaser shall not be liable for any costs arising from such notice, including but not limited to loss of anticipated profits or loss of opportunity.

27. **Termination for Default**. In the event Supplier (i) materially breaches this Order, or (ii) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such non-terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the non-terminating Party Purchaser may, by written notice, terminate this Contract with immediate effect without liability, except for deliveries previously delivered in accordance with the Contract.

28. **Limitation of Liability**. Notwithstanding anything in this Contract to the contrary, the Purchaser (including its Representatives) is not liable, whether based in contract (including fundamental breach), warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, for any damages, whether characterized as direct or indirect, for (i) loss of use, revenue, savings, profit, interest, goodwill or opportunity, loss of production, costs of capital, costs of replacement or substitute use or performance, loss of information and data, loss of power, voltage irregularities or frequency fluctuation, claims arising from Supplier's third party contracts, or for (ii) any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages or for any other loss or cost of a similar type; even if the Purchaser or the Supplier has foreseen, been advised of or is aware of the possibility of such damages and the Supplier further acknowledges that it does not have any expectation of receiving compensation for any such damages, losses or costs.

29. **Dispute**. Notwithstanding any other term in this Contract, the Supplier will not stop or delay the provision of the work, in whole or in part, on account of any dispute with Purchaser or with any other person and the Supplier will continue to perform all of its obligations in accordance with and within the time periods required by this Order, notwithstanding and during any such dispute.

30. **Industrial and Technological Benefits**. This Contract may be entered into partial fulfillment of Industrial and Technological Benefits ("**ITB**") commitments on behalf of Purchaser to the Government of Canada. Supplier may be required to identify the Canadian Content Value ("**CCV**") of the Deliverables supplied hereunder. This Contract may be entered into as partial fulfillment of ITB commitments on behalf of SCL to the Government of Canada. Supplier shall identify the CCV of the Deliverables and/or Services being provided under this Contract. There may be a requirement from the Government of Canada for additional

information regarding this Contract, up to and including a site visit by Purchaser and the Government of Canada.

31. **Cybersecurity , Data Privacy and Artificial Intelligence Requirements**

Supplier and its Representatives shall comply with the (i) Siemens Energy Cybersecurity Requirements ("Cybersecurity Requirements") set forth in Exhibit C and (ii). In addition to the audit rights in this Purchase Order, Purchaser, its Affiliate or Representative(s) may conduct audit(s) of Supplier, its Affiliates' and Representatives' compliance with the Siemens Energy Code of Conduct and/or the Siemens Energy Data Privacy Requirements on no less than forty-eight (48) hours prior notice to Supplier. This right shall apply to Supplier's facilities and Supplier's third-party data centers and vendors. Supplier's failure to comply with and/or remediate any such noncompliance with the Cybersecurity Requirements and/or Data Privacy Requirements shall be a material breach of the Purchase Order and, in addition to other remedies, Purchaser shall be permitted to immediately terminate the Purchase Order without penalty. The Supplier shall not use any data of the Purchaser, including any data derived from or generated using any data of the Purchaser, for its own purposes, including, without limitation, the training, fine-tuning, or evaluation of any Artificial Intelligence ("AI") component or other AI systems or AI models or similar technologies, unless the Purchaser has provided its prior written consent to such use. The foregoing restriction shall also apply in case the data is anonymized or pseudonymized.

32. **Choice of Language**. The Supplier declares that they have expressly requested, and hereby confirm their request, that the Contract be drafted in the English language. Le vendeur déclare qu'il a exigé par écrit, et par les présentes, confirme leur demande que ce contrat soit rédigé en anglais.

33. **Setoff**.

34. **Survival**. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Agreement or any Order, including but not limited to indemnity, warranty confidentiality, export control and foreign trade regulations and intellectual property shall survive the expiration or termination of this Agreement or any Order.

35. **Taxes.** Unless otherwise provided for in this Order, Supplier is responsible and liable for payment of, and the compensation set forth herein includes, (i) all sales, use, excise, value-added, goods and services, business (franchise or privilege), and other taxes or a similar nature; (ii) any taxes imposed on Supplier which are based on revenue, income, net income, net assets, net worth, or capital and any taxes imposed in lieu thereof; and (iii) all duties, fees, levies, charges or other assessments of whatever nature imposed by governing authorities or any jurisdiction applicable in connection with performance under this Order; (iv) including any anti-dumping duties or countervailing duties imposed by the Canadian customs authority, the Canada Border Services Agency, or a court, or administrative Tribunal of competent jurisdiction based on a determination that, for Special Import Measures Act (Canada) purposes, antidumping duties are applicable; and (v), any and all contributions or taxes for unemployment insurance, social security payments, or other assessments for those persons performing work for Supplier hereunder. If it is ever determined that any tax included in the price paid by Purchaser was not required to be paid, Supplier agrees to refund promptly such amount to the Purchaser. Supplier will release, defend, indemnify, and hold the Purchaser harmless from and against any fines, penalties, interest, costs (including attorneys' fees and court costs), charges, fees, losses, damages or liabilities**,** arising from, alleged to arise from, or in any way associated with supplier's failure to comply with the terms of this section**.**

36. **Governing Law**. This Contract shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. In the event the Purchaser is located in the province of Quebec, this Contract shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The parties hereby agree that the *United Nations Convention on Contracts for the International Sales of Goods* will not apply to this Contract.

Exhibit A

Not used

Exhibit B

Not used

Exhibit C

SIEMENS ENERGY CYBERSECURITY REQUIREMENTS

1. Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Deliverables. These measures shall be consistent with good industry practice and shall include appropriate physical security, and information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 and guidelines such as NIST Framework for Improving Critical Infrastructure Cybersecurity, and NIST SP 800-53 Security and Privacy Controls for Information Systems and Organizations (to the extent applicable).
2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Purchaser data), personnel, and sites, used or processed by Supplier from time to time in the performance of the Purchase Order.
3. Should Goods or Services contain software, firmware, or chipsets, Supplier shall:
   (i) implement a secure architecture/product design consisting of applicable industry standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, compromising functionality (e.g., backdoors), and security incidents in Deliverables, which shall be consistent with good industry practice such as ISO/IEC 27001 or IEC 62443;
   (ii) continue to support and provide Services to repair, update, upgrade and maintain Deliverables including the provision of software patches to Purchaser remedying vulnerabilities for the reasonable lifetime of the Deliverables;
   (iii) maintain and, upon Purchaser's request, provide Purchaser with a "Software Bill of Materials" ("SBOM") and "Hardware Bill of Materials" ("HBOM") identifying all software components contained in the Deliverables;
   (iv) on the date of delivery, ensure that all software shall be up-to-date or capable of being fully updated to ensure functionality and cybersecurity of such software;
   (v) comply with internationally accepted secure software development practices and methods, at a minimum, by adhering to current state-of-the-art secure coding standards and guidelines (e.g., IEC 62443-4-1, SAFECode's Fundamental Practices for Secure Software Development, NIST's Secure Software Development

Framework (SSDF), OWASP standards, or, if applicable, other similar standards) and provide documentary evidence reasonably acceptable to Purchaser of such conformance upon Purchaser's request;

(vi) establish and maintain a program, within Supplier's existing project management and/or version control/configuration mechanisms, to address existing cybersecurity vulnerabilities within the Deliverables;

(vii) ensure timely and reasonable delivery of cybersecurity vulnerability mitigation measures, and remediations to such cybersecurity vulnerabilities to Purchaser through existing or created distribution channels. Supplier shall provide or direct Purchaser to an available source of summary documentation of confirmed and publicly disclosed vulnerabilities in the procured Deliverables;

(viii) notify Purchaser in writing within a commercially reasonable timeframe prior to any software reaching end-of-life to ensure the functionality and cybersecurity of the applicable Deliverables affected by the end-of-life software;

(ix) grant to Purchaser the right, but Purchaser shall not be obliged, to test or have tested Deliverables for malicious code and vulnerabilities at any time, and Supplier shall adequately support Purchaser when such testing is performed;

(x) provide Purchaser a contact for all cybersecurity related issues (available during business hours); and

(xi) ensure effective protection of any custom developed asset/assembled solution of industrial control systems and their components within Goods or Services that are delivered to Purchaser, aligning with industry standards, such as IEC 62443.

4. Supplier shall promptly and proactively notify Purchaser in writing of all relevant security incidents that are known or are reasonably suspected in any Supplier Operations or in the Deliverables that could impact the confidentiality, integrity, safety, or the availability of (a) Purchaser's operations , (b) its information, (c) its personnel or end users, or (d) the operations of the facilities upon which such Deliverables are incorporated. Such notification shall be made to Purchaser at: **cybertprm@siemens-energy.com** and **cert@siemens-energy.com** within twenty-four (24) hours of confirmation of any such security incident, and include a summary of the facts and circumstances known to date of the security incident including (at a minimum) a description of why the security incident occurred, the amount of Purchaser information known or reasonably believed to have been impacted, and the measures being taken (including a timeline of implementation) to address and remedy the occurrence to prevent the same or a similar incident from occurring in the future.
5. To the extent the Deliverables are or intend to be incorporated into Purchaser's commercial offerings, and a security incident is or is likely to materially affect such commercial offerings, the Supplier shall publish cybersecurity advisories on their public website and promptly notify Purchaser's ProductCERT (see **https://siemens.com/global/en/products/services/cert.html**), and **cert@siemens-energy.com**.
6. Supplier shall take appropriate measures to achieve that its Representatives shall, within a reasonable time, be bound by obligations similar to the provisions of this Exhibit C.
7. Supplier shall ensure that any direct remote access to any Purchaser factory and facility or any Purchaser end user's factory or facility is protected with multi-factor authentication (MFA), and encryption (e.g. VPN)
8. Upon Purchaser's request, Supplier shall provide written evidence of its compliance with this Exhibit C including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II) and/or evidence of compliance with ISO 27001 (to include statement of applicability) or IEC 62443 conformance. Similar certifications such as TISAX will be considered on a case-by-case basis.

9. In addition to Supplier's obligations to return Purchaser's Confidential Information as set forth elsewhere in the Purchase Order, Supplier shall also, upon Purchaser's request, return or dispose of Purchaser's Confidential Information and any Purchaser product components or prototypes provided by Purchaser in the course of the Work according to NIST 800-88 and/or best industry practice. Supplier shall also supply documentary evidence reasonably acceptable to Purchaser that it has returned or disposed of such information, components, and/or data.

Exhibit D

SIEMENS ENERGY DATA PRIVACY REQUIREMENTS FOR PERSONAL INFORMATION

1. **Purpose**. These Data Privacy Requirements ("**Requirements**") reflect the Parties' rights and obligations with respect to Personal Information Processed as part of the Deliverables. The obligations set forth in these Requirements are an integral part of the Agreement, and any violation of these obligations by Supplier shall constitute a material breach of the Agreement, entitling Purchaser to the remedies, including but not limited to termination, as set forth in the Agreement.

2. **Conflicting Provisions**. In the event of any conflict or inconsistency between the terms of these Requirements and any other agreement between Supplier and Purchaser (including any inconsistencies in defined or capitalized terms), the most stringent provision shall control. The "most stringent provision" shall mean the provision that provides the greatest privacy and security protection for Personal Information and best permits compliance with applicable Data Privacy Laws.

3. **Definitions**. Terms used in these Requirements have the following meaning. All capitalized terms not defined in these Data Privacy Requirements will have the meaning given to them in the Agreement.

   (a) "**Agreement**", for the purposes of these Requirements, means the Purchase Order, and, if applicable, the written purchase agreement which has been negotiated between the Parties to govern the Purchase Order.

   (b) "**Data Breach**" means any actual or reasonably suspected access, loss, acquisition, use, modification, or disclosure of Personal Information that is either unlawful under applicable Data Privacy Laws, or is not authorized by Purchaser, these Requirements, or the Agreement, or would require notification of such event to any third-party pursuant to Applicable Law.

   (c) "**Data Privacy Laws**" means all applicable laws, regulations, and guidance relating to the processing, use, or protection of Personal Information, as applicable to either Party or the Deliverables, including, without limitation, Canada's Personal Information Protection and Electronic Documents Act and related regulations (PIPEDA), Quebec's Act Respecting the Protection of Personal Information in the Private Sector (as amended by Law 25), Alberta's Personal Information and Protection Act (Alberta PIPA), British Columbia's Personal Information Protection Act (BC PIPA); any similar provincial privacy legislation, the EU/EEA General Data Protection Regulation including its implementation in the United Kingdom (GDPR), any other Applicable Laws, regulations, or guidelines, both national and international, governing the privacy or security of Personal Information, including any such laws, regulations, or guidelines that are promulgated, enacted, or implemented after the effective date of the Purchase Order.

(d) "**Data Subject**" means the identified or identifiable natural person whose Personal Information is Processed.

(e) "**Encryption**" means the protection of data in electronic or optical form, in storage or during transmission, by using an algorithmic process to transform data into a form in which the data is rendered unreadable or unusable without use of a confidential process or key, such as by using (1) an encryption technology that has been adopted by an established standards setting body (e.g., Federal Information Processing Standards ("**FIPS**") issued by the National Institute of Standards and Technology ("**NIST**")), which renders such data indecipherable in the absence of associated cryptographic keys necessary to enable decryptions of such data; and (2) appropriate management and safeguards of cryptographic keys to protect the integrity of the encryption using guidelines promulgated by an established standards setting body (e.g., NIST).

(f) "**Personal Information**" means any information received or collected from, through, at the direction of, or on behalf of Purchaser, its employees, or its Purchasers, which is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked (directly or indirectly) with, or can be used to identify a natural person (each, a Data Subject).

(g) "**Personnel**" means the employees, workforce members, or other individuals who are in a contractual relationship with the Supplier, including employees, workforce members, or other individuals who are in a contractual relationship with a Subcontractor.

(h) "**Processing**" (including "**Process**" and **"Processes"** and **"Processed"**) means receiving, storing, maintaining, retaining, handling, collecting, transferring, transmitting, disclosing, destroying, altering, using, or accessing (include accessing via any Purchaser network or system) Personal Information, whether or not by automatic means, in any form including but not limited to electrical, digital, wireless, electromagnetic technology, or written form.

(i) "**Subcontractor**" means any third party appointed by the Supplier to assist in fulfilling its obligations in providing Deliverables to Purchaser.

4. **Compliance with Laws**. Supplier warrants that any Processing activities performed on behalf of Purchaser will be conducted in accordance with all Applicable Laws and Data Privacy Laws. Supplier shall notify Purchaser in writing without undue delay if it is no longer able to meet its obligations under Applicable Laws and/or Data Privacy Laws. Supplier shall assist Purchaser as reasonably requested in order for Purchaser to comply with all Applicable Laws and Data Privacy Laws. Without limiting the foregoing, Supplier shall comply with PIPEDA (including accountability, safeguards, breach reporting/record-keeping), and, where applicable, Alberta PIPA, BC PIPA, and Quebec Law 25. Where provincial laws impose requirements more stringent than PIPEDA (e.g., Quebec Law 25), those provincial requirements shall prevail and be adhered to by the Supplier.

5. **Ownership of Personal Information**. All Personal Information Processed by Supplier in performing the Services and providing the Goods is owned by Purchaser.

6. **Supplier-Provided Personal Information**.

(a) To the extent Personal Information transferred or otherwise made available to Purchaser by Supplier or by any third-party on Supplier's behalf in connection with the provision of Goods and performance of the Services, including without limitation any Personal Information of applicants, candidates, Supplier's Purchasers and any of its Representatives, Supplier warrants, covenants and agrees that (1) the Personal Information has been legally obtained; and (2) Supplier has the authority and/or has obtained all necessary consents from the Data Subjects required under all Applicable Laws and Data Privacy Laws to enable the Personal Information to be transferred, disclosed, and otherwise used by or on behalf of Purchaser, and Processed, copied, analyzed, combined, stored, deleted, destroyed, transferred or otherwise used by or on behalf of Purchaser, provided such use by or on behalf of Purchaser is for the purposes of any future

business or dealing with Supplier, including developing and/or maintaining relationships with current or prospective Purchasers and suppliers.

(b) Supplier shall not, and shall cause its Affiliates and Representatives to not, transfer any Personal Information through an electronic, non-voice transmission to a person outside of the secure system of Supplier unless Supplier uses Encryption to ensure the security of such electronic submission.

7. **Duration of Processing**. Processing obligations under these Requirements will begin on the effective date of the Purchase Order and end pursuant to the terms of Section 19 of these Requirements.

8. **Types of Data Processed**. Supplier shall Process the categories of Personal Information provided by Purchaser as set forth in the Agreement and any Statement of Work or Purchase Order incorporated thereto.

9. **Instructions for Processing**.

(a) Purchaser hereby instructs Supplier, and Supplier hereby agrees, to Process Personal Information only as necessary to perform Supplier's obligations under this Agreement and for no other purpose.

(b) Notwithstanding the foregoing, Supplier may use the Personal Information to detect data security incidents or Data Breaches, or protect against fraudulent or illegal activity, and for internal use to build or improve the quality of its Deliverables, provided that the use does not include building or modifying household or consumer profiles to use in providing goods or services to another business or correcting or augmenting data acquired from another source.

(c) To the extent Supplier is to provide temporary workers or contractors who reside in the state of California as part of its Goods and/or Services to Purchaser, then Supplier shall provide each of the temporary workers or contractors who are assigned with a copy of Purchaser's privacy notice addressing the State of California that can be accessed upon request or via the following link: Legal Privacy Notice

10. **Limitations on Use**.

(a) Supplier will not retain, use, or disclose the Personal Information outside the direct business relationship between the Supplier and Purchaser.

(b) Supplier will not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate for remuneration the Personal Information.

(c) Supplier will not retain, use, or disclose the Personal Information for any purpose other than the specified business purpose(s) as described in the Agreement and any Statement of Work or Purchase Order incorporated thereto.

(d) Unless expressly permitted by the CCPA, Supplier will not combine or update Personal Information obtained under the Agreement with information obtained from another source, including from its own consumer interactions.

11. **Data Subject's Rights**. Supplier shall promptly notify Purchaser of any requests from a Data Subject to exercise their rights under applicable Data Privacy Laws (e.g. access, correction, deletion, withdrawal of consent, objection, portability where applicable) and shall assist Purchaser, as necessary, in responding to such request. Supplier shall not respond directly except on Purchaser's documented instructions and shall provide reasonable

assistance of the Purchaser to fulfill such requirements within statutory timelines (including Quebec's portability right).

12. **Data Protection Impact Assessments**. Supplier shall assist Purchaser in performing any privacy or data protection impact assessments required by law (including Quebe law 25 assessments and transfer impact assessments for cross-border disclosures) ("**DPIA**"), to the extent such DPIAs are required under applicable Data Privacy Laws. At Purchaser's request, Supplier shall promptly provide all necessary information needed for Purchaser to meet any DPIA obligations under applicable Data Privacy Laws, including but not limited to information about data transmittal, data storage, methods of processing, encryption, and data destruction.

13. **Confidentiality**. The Parties agree to maintain the confidentiality of Personal Information and not to disclose such data except as expressly permitted under these Requirements or the Agreement. Supplier shall ensure that all Personnel authorized to Process Personal Information are bound by written confidentiality obligations that are no less restrictive than those set forth in the Agreement and these Requirements.

14. **Data Security**.

    (a) Supplier shall maintain and implement a written data security program that contains administrative, technical, and physical safeguards to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, or destruction ("**Security Measures**"), including those necessary for Supplier to perform its obligations under these Requirements and the Agreement and to comply with applicable Data Privacy Laws. Such Security Measures shall conform with industry-recognized standards, such as the NIST Cybersecurity Framework, ISO/IEC 27001, or any other comparable standard that provides an equivalent or greater level of protection.

    (b) Upon Purchaser's request, Supplier shall provide copies of and/or information concerning Supplier's Security Measures, including results of regular penetration testing, copies of Supplier's most recent SSAE-16 SOC2 Type II audit report or other reasonable documentation for examination of Supplier's internal controls and procedure regarding the Security Measures.

    (c) Purchaser shall, at its own expense and subject to adequate notice to Supplier, have the right to conduct any inspections and/or audits of the Security Measures and Supplier agrees to cooperate with such inspections or audits, provided that such inspections or audits are limited to once per 12-month period unless conducted in connection with a Data Breach. Moreover, Supplier shall promptly notify Purchaser of any regulator inquiry relating to Processing conducted on behalf of the Purchaser and shall not disclose Purchaser-specific information without providing Purchaser a reasonable opportunity to participate unless prohibited by law.

    (d) Supplier shall not transfer any data storage device containing Personal Information beyond the physical controls of Supplier, its Affiliates, or their respective Representatives, unless Purchaser provides written consent and Supplier uses Encryption to ensure the security of the Personal Information, and in any event, Supplier shall notify Purchaser in writing at least thirty (30) days prior to any such transfer.

15. **International Data Transfers**.

    (a) Supplier acknowledges that Purchaser remains accountable for Personal Information transferred for Processing and that cross-border Processing requires comparable protection through contractual and technical measures. Supplier will provide clear information about Processing locations and will assist Purchaser to make required disclosures that personal Information may be processed in other jurisdictions and may be accessible to law enforcement and may be accessible to law enforcement and national security authorities there.

(b) For Personal Information originating from Quebec, Supplier shall not enable access from, or transfer to, a location outside Quebec unless: (i) a privacy/transfer impact assessment is completed in advance considering sensitivity, purposes, protective (including contractual) measures, and the applicable legal framework of the recipient jurisdiction; and (ii) appropriate contractual protections are in place to ensure adequate protection. Supplier shall implement any additional measures reasonably required by Purchaser based on such assessment.

(c) To the extent that Supplier Processes Personal Information that has been received by Purchaser, or otherwise from a data controller located in the European Economic Area, Supplier shall ensure an adequate level of data protection or appropriate safeguards as required by under GDPR or UK GDPR, including Articles 44 through 46 (or any replacement regulation), such as by entering into the appropriate module of EU Model Clauses with Purchaser and/or such data controller.

16. **Data Breach**.

(a) In the event of a Data Breach, Supplier shall immediately notify Purchaser both via its normal point of contact at Purchaser, as well as via email to energyprivacy.panel.ca@siemens-energy.com. For purposes of this Section 16, "discovery" means the point at which Supplier, its employees, agents, or subcontractors know, or reasonably should have known, of the Data Breach.

(b) When providing such notice, Supplier shall include, to the extent available, a detailed description of the incident, the categories of data affected, the approximate number of affected Data Subjects, and any other information necessary for Purchaser to assess the nature and scope of the Data Breach. Supplier shall provide ongoing updates to Purchaser without undue delay as further information becomes available regarding the Data Breach.

(c) Supplier shall mitigate, to the extent practicable and at its cost, any harmful effects from any Data Breach including steps to protect the operating environment. Supplier also shall take prompt steps designed to prevent the recurrence of any Data Breach, including any action required by Applicable Laws and Data Privacy Laws.

(d) Supplier shall assist Purchaser in investigating, remedying, and taking any other action Purchaser deems necessary regarding such Data Breach, as well as any dispute, inquiry or claim that concerns the Data Breach.

(e) Supplier shall, at its sole cost and expense, investigate and remediate the Data Breach, and assist and cooperate with Purchaser concerning any legally required notifications or disclosures to affected Data Subjects, credit reporting agencies, and/or government authorities. For the avoidance of doubt, Purchaser shall have sole authority and control over the timing, content, and method of any such notifications or disclosures, unless otherwise required by Applicable Law. To the extent Purchaser directs Supplier to provide such notifications regarding a Data Breach, any such notices must be approved, in advance, by Purchaser. Purchaser's approval shall also be required for the manner of delivering notice of a Data Breach.

(f) Supplier shall maintain records of all security incidents and breaches for at least 24 months or longer if required by law, and make such records available to Purchaser upon request.

17. **Indemnification**. Supplier shall indemnify, defend and hold harmless Purchaser, its Affiliates, and their Representatives and assigns from and against all claims, suits, causes of action, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions including but not limited to reasonable attorneys'

fees and court costs for a Data Breach as set forth in Exhibit D, Siemens Energy Data Privacy Requirements for Personal Information, such indemnification shall include any fine, penalty, public relations expenses, government investigation or inquiry, remediation and mitigation effort, including but not limited to notification letters, credit monitoring services, identity theft insurance, reimbursement for credit freezes, fraud resolution services, identity restoration services, toll free information services for affected Data Subjects, and any similar service that entities make available to impacted Data Subjects.

18. **Subcontractors**. Supplier shall not engage any Subcontractor to Process Personal Information without (a) prior written notice to Purchaser identifying the Subcontractor and Processing activities; (b) a written agreement imposing obligations no less protective than these Requirements, and (c) Supplier's ongoing responsibility and liability for each Subcontractor's acts or omissions.

19. Return and Destruction of Personal Information. Supplier shall return or destroy, at Purchaser's election, or cause or arrange for the return or destruction, of all Personal Information, including all originals and copies in any medium and any materials derived from or incorporating such Personal Information, upon the earlier of (1) the expiration or earlier termination of these Requirements; or (2) the date that the Personal Information is no longer reasonably necessary for the Supplier to perform its Services and to provide Goods under the Agreement, Statement of Work, or Purchase Order. Supplier shall promptly comply with any request from Purchaser to delete specified Personal Information. Supplier may retain Personal Information only to the extent and for the period required by law, in which case Section 14 and this Section continue to apply.