



PURCHASE ORDER QUALITY TERMS AND CONDITIONS

The following terms and conditions shall become an integral part of the purchase order to the extent specified in the purchase order. Shipments will not be considered complete unless all terms and conditions listed on the purchase order are fulfilled.

1. SOURCE INSPECTION IS REQUIRED:

Tampa Microwave shall inform the supplier's of the need of inspection verification activities at the supplier's site. Tampa Microwave shall ensure that the scope of the source inspection, the time frame of the supplier's notification of source inspection required, and the method for release of product at the supplier's facility is noted on the Purchase Order as defined in the Supplier Quality Assurance Requirements Manual (SQAR).

The Supplier is responsible for notifying Procurement when product is available for source inspection approximately 48 hours in advance of the readiness of product unless otherwise defined on the PO.

2. CERTIFICATION OF CONFORMANCE IS REQUIRED:

Each shipment of specified product/material must be accompanied by a Certificate of Conformance or equivalent containing the following statement: "We hereby certify that the material supplied on this order complies in every respect to the specifications and or drawings that are referenced on the Purchase Order. Documented evidence is on file at our facility and is available for review upon request." The certificate must contain the signature and title of an officer of the supplier. The certificate shall also contain the purchase order number, the Tampa Microwave part number, and traceability to date code, lot code, or serial number.

3. SPECIAL PROCESS CERTIFICATION REQUIRED:

Each shipment of specified product/material must be accompanied by two (2) legible and reproducible copies of certification, or equivalent special process completed and signature and title of an authorized representative of the agency performing the test. When parts are serialized, the serial numbers must appear on the certification. Special processes requiring certification are adhesive bonding, brazing, conversion coating, cleanliness and cleaning methods, special finishes, heat treating, insulation, plating, potting, pre-treatment, specialized fabrication techniques, soldering and welding. All special processes must be performed by a source approved by Tampa Microwave Quality Assurance department.

4. TEST REPORTS REQUIRED:

Product shipment must be accompanied by two (2) legible and reproducible copies of actual test results identifiable with the test parameters defined by drawing or governing specification. These reports must contain the signature of an authorized representative of the agency performing the test.

5. QUALITY SYSTEM REQUIREMENTS:

Tampa Microwave prefers suppliers of production materials who can provide proof of certifications to ISO 9001:2000, Mil-Standards and a company manual that describes the supplier's quality system in enough detail to permit an objective evaluation.



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6. WIRE IDENTIFICATION REQUIRED:

Suppliers must identify each package or spool of wire with the Tampa Microwave Purchase Order number, the part number, and the gauge of the wire and the date code of the wire when it was manufactured.

7. IDENTIFICATION OF LIMITED SHELF LIFE REQUIRED:

Suppliers must identify each item, package, or container of limited shelf life material with the date manufactured, storage temperature, and manufacturer's recommended shelf life. This information shall be in addition to the normal identification requirements such as name, material type, size and quantity. Each container or package of material received shall have a minimum of 90% of the shelf Life remaining.

8. ELECTROSTATIC SENSITIVE DEVICE PACKAGING AND IDENTIFICATION:

These parts are considered to be electrostatic sensitive and shall be packaged using electrostatic protective material. Outer packages shall be plainly marked with ESD warning notice. Connectors shall be fitted with ESD protective caps and external terminals shall be shorted together or protected with ESD foam.

- 8A.** Packing shall be done in accordance with best commercial practices to preclude movement and/or damage during normal handling and shipping. Bags or containers made of silicone sulphur compounds, polysulphides or processed with these compounds shall not be used. Packaging shall not degrade the long-term solderability of the product.

- 9. ENGINEERING USE ONLY:** No inspection required.

10. HAZARD MATERIALS AND TECHNICAL/SAFTEY DATA SHEETS REQUIRED:

Suppliers must ship one of each of the following: (1) copy of the Material Safety Data Sheet (MSDS) that meets OSHA standards, and one (1) copy of the Manufacturers Product/Technical Data Sheet

11. FIRST ARTICLE INSPECTION REQUIRED:

Tampa Microwave Purchase Order will designate if First Articles inspections are required. First Article (FAI) shall be performed by the supplier. Supplier shall provide original report containing all the information required to perform a First Article Inspection.

12. PRINTED WIRING BOARDS (RIGID):

The supplier shall furnish with each shipment of boards, a Certificate of Conformance that states the boards were manufactured to the IPC 600 standard latest edition. All deliverables shall include traceability to date lot code, and serial number of the PCB when manufactured.

13. PRODUCT OR PROCESS CHANGE AUTHOIZATION REQUIRED:

The Supplier/Manufacturer is not authorized to implement changes to product design, product material or other controlled processes and or drawings with out prior written approval from Tampa Microwave.



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14. SUPPLIER CORRECTIVE ACTION REQUEST:

Supplier Corrective Action Requests will be forwarded by Tampa Microwave to the supplier when Quality Assurance considers formal corrective action essential. The supplier shall give priority to analysis of cause and proposed corrective action. It is mandatory that replies be received within the time period indicated on the Supplier Corrective Action Request form. Failure to comply will result in the removal of the supplier from the Approved Suppliers list.

15. CONTROL OF SUB-TIER SUPPLIERS:

The supplier is responsible for control/contract, accompanying documentation, drawings, and specifications for any sub-tier suppliers used on Tampa Microwave products.

16. SPECIAL QUALITY REQUIREMENTS:

Please see the Tampa Microwave Purchase Order for detailed Special Instruction Requirements.

17. SPECIALTY METALS:

Tampa Microwave is required by federal acquisition law to determine if vendors delivering material used in our products manufactured for the U.S Department of Defense comply with DFARS Clause 252.225-7014 Alt. 1, "Preference for Domestic Specialty Metals". The DFARS clause requires that the raw material content of certain types of Specialty Metals be smelted within the United States or a "qualifying country" as defined in 225.872-1. Certification of compliance with this clause is required when it is invoked on the purchase order.

18. WORKMANSHIP STANDARD:

The material and workmanship shall conform to the requirements specified in the appropriate specification/drawing.

If not specifically identified in the specification or drawing, all electrical assembly workmanship requirements shall be to that specified within IPC-A-610 Class 3

18A. SOLDERABILITY

Pure tin plating and Lead-free solder are not allowed on this item. All leads and other solderable surfaces shall be either SN62 Solder dipped or plated with Sn/ (3%Pb min.) to a minimum thickness of 0.0001 inches. A C of C for content and solderability is required and if plated, shall include plating thickness data and the % Pb. All whole and lead dimensions shall be met after plating operations.

19. REQUIREMENTS FOR FABRICATION OF CABLE AND WIRE HARNESS ASSEMBLIES:

Acceptability requirements for cable and wires harness assemblies shall be per IPC/WHMA-A-620, (Requirements and Acceptance for Cable and Wire Harness Assemblies_.



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20. MARKING PERMANENCY AND LEGIBILITY:

Marking permanency and legibility for metals, electronic components, hardware's and electronic assemblies shall be in accordance with ANSI/IPC-A-610.

21. MATERIAL REVIEW AUTHORITY (MRB):

The supplier does not have MRB authority under this Purchase Order. Any departure from the physical or functional requirements of the governing Drawing/Specification found by the supplier shall be immediately identified to the Tampa Microwave buyer with the details of the discrepancy, the explanation of its causes, action taken to prevent recurrence of the discrepancy and the proposed disposition thereof. A written report of corrective action is required if the discrepancy could, by itself, or in relation to other components, result in a failure or malfunction; involve safety of personnel, equipment or facilities; adversely affect performance, durability, interchangeability, or reliability; materially affect weight or otherwise result in a failure of the end product to perform its intended function.

22. AUTHORITY OVER CHANGES:

When the supplier is manufacturing to Tampa Microwave or Tampa Microwave Customer drawings/specifications, no changes that affect those drawings and specifications shall be made unless specifically authorized by the Purchase Order.

23. RoHS:

European Parliament Directive 2002/95/EC dated 27 January 2003 on the restriction and use of certain hazardous substances in electrical and electronic equipment.

When this clause is invoked on a Tampa Microwave purchase order, the supplier is required to certify that all product delivered complies with the requirements of the European Parliament Directive governing RoHS.

24. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR):

When specified, the requirement mandates that hardware and technical data be protected by the supplier from exposure to anyone other than a U.S. Citizen or a lawful permanent resident. More information on the ITAR is at:
http://www.pmdtc.state.gov/itar_index.htm

TAMPA MICROWAVE DEFENSE AND SECURITY INC STANDARD FLOW DOWN PROVISIONS

The text identified in FAR and DFARS Clauses are incorporated by this reference and are subject to the following modifications as indicated unless excluded by specific language in the clause or modified by language shown following the Clause title. All Clauses incorporated by this reference are those in effect on the date of the award of the prime contract.

"Contractor" means Seller.

"Subcontractor" means Seller's subcontractors.

"Contract" means this Agreement or any Order placed in conjunction with this Agreement.

"Government" or "Contracting Officer" means Buyer

The following Clauses are incorporated by reference with the same force and effect as if they were printed in full text.

Federal Acquisition Regulations (FAR) Clauses

52.202-1 Definitions (Jun 2020)

52.203-3 Gratuities (Apr 1984)

52.203-5 Covenant Against Contingent Fees (May 2014)

52.203-6 Restrictions on Subcontractor Sales To The Government (Jun 2020)

52.203-7 Anti-Kickback Procedures (excluding paragraph (c)(1) (Jun 2020)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

52.203-16 Preventing Personal Conflicts of Interest (Jun 2020) Applicable in Subcontracts/Orders
=>Simplified Acquisition Threshold

52.204-2 Security Requirements (Mar 2021)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by
Kaspersky Lab (Nov 2021)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Service or
Equipment (Nov 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or
Equipment. Basic (Nov 2021)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended
or Proposed for Debarment (Nov 2021)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

52.211-5 Material Requirements (Aug 2000)

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
(Apr 2008)

52.211-15 Defense Priority Allocation Requirements (Apr 2008)

52.215-2 Audit and Records Negotiation (Jun 2020)

52.215-9 Changes or Additions to Make or Buy Program (Oct 1997)

- 52.215-10 TINA - Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
- 52.215-11 TINA - Price Reduction for Defective Cost or Pricing Data - Modifications (Jun 2020)
- 52.215-12 TINA - Subcontractor Certified Cost or Pricing Data (Jun 2020)
- 52.215-13 TINA - Subcontractor Certified Cost or Pricing Data-Modifications (Jun 2020)
- 52.215-20 TINA - Requirements for Certified Cost or Pricing Data and Other Than Certified Cost Pricing Data (Nov 2021)
- 52.215-21 TINA - Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data - Modifications (Nov 2021)
- 52.215-22 Excessive Pass-Through – Limitations on Pass Through Charges – Identification of Subcontract Effort (Oct 2009)
- 52.215-23 Limitations on Pass-Through Charges (Jun 2020)
- 52.219-8 Utilization of Small Business Concerns (Oct 2018)
- 52.219-9 Small Business Subcontracting Plan (Nov 2021)
- 52.219-16 Liquidated Damages-Subcontracting Plan (Sep 2021)
- 52.222-1 Notice to Government of Labor Disputes (Feb 1997)
- 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (May 2018)
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- 52.222-26 Equal Opportunity (Sep 2016)
- 52.222-35 Equal Opportunity for Veterans (Jun 2020)
- 52.222-36 Affirmative Action for Workers with Disabilities (Jun 2020)
- 52.222-37 Employment Reports on Veterans (Jun 2020)
- 52.222-50 Combating Trafficking in Persons (Nov 2021)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)
- 52.225-1 Buy American - Supplies (Nov 2021)
- 52.225-2 Buy American Certificate (Feb 2021)
- 52.225-8 Duty-Free Entry (if noted on Purchase Order) (Oct 2010)
- 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)
- 52.227-1 Authorization and Consent (Jun 2020)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
- 52.227-3 Patent Indemnity (Apr 1984)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (Dec 2007)
- 52.227-14 Rights in Data General (May 2014)
- 52.229-3 Federal, State and Local Taxes (Feb 2013)
- 52.230-1 CAS – Cost Accounting Standards Notices and Certifications (Jun 2020)
- 52.230-2 CAS Cost Accounting Standards (Jun 2020)
- 52.230-3 CAS Disclosure and Consistency of Cost Accounting Practices (Jun 2020)
- 52.230-4 CAS - Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns (Jun 2020)
- 52.230-5 CAS – Cost Accounting Standards – Educational Institution (Jun 2020)
- 52.230-6 CAS – Administration of Cost Accounting Standards (Jun 2010)
- 52.230-7 CAS – Proposal Disclosure – Cost Accounting Practice Changes (Apr 2005)
- 52.232-11 Extras (Apr 1984)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.242-15 Stop-Work Order (Aug 1989)

- 52.243-1 Changes-Fixed Price (Aug 1987)
- 52.243-7 Notification of Changes (Jan 2017)
- 52.244-2 Subcontracts (Jun 2020)
- 52.244-2 Alt I Consent Notification (Jun 2020)
- 52.244-5 Competition in Subcontracting (Dec 1996)
- 52.244-6 Subcontracts for Commercial Items (Jan 2022)
- 52.245-1 Government Property (Sep 2021)
- 52.246-1 Contractor Inspection Requirements (Apr 1984)
- 52.246-2 Inspection of Supplies-Fixed Price (Aug 1996)
- 52.246-3 Inspection of Supplies – Cost Reimbursement (May 2001)
- 52.246-4 Inspection of Services - Fixed Price (Aug 1996)
- 52.246-5 Inspection of Services – Cost Reimbursement (Apr 1984)
- 52.246-6 Inspection Time and Material and Labor Hours (May 2001)
- 52.246-7 Inspection of Research and Development – Fixed Price (Aug 1996)
- 52.246-8 Inspection of Research and Development – Cost Reimbursement (May 2001)
- 52.246-9 Inspection of Research and Development – (Short Form) (Apr 1984)
- 52.246-11 Higher Level Contract Quality Requirement (Dec 2014)
- 52.246-16 Responsibility for Supplies (Apr 1984)
- 52.247-34 F.O.B. Destination (Nov 1991)
- 52.247-63 Preference for U.S. Flag Air Carriers (June 2003)
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012)
- 52.249-8 Default (Fixed Price Supply and Service) (Apr 1984)
- 52.251-1 Government Supply Sources (Apr 2012)

Defense Federal Acquisition Regulation Supplement (DFARS) Clauses

If this order is issued pursuant to a Department of Defense Prime Contract, the following clauses also are incorporated by reference:

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
- 252.203-7002 Requirements to Inform Employees of Whistleblower Rights (Sep 2013)
- 252.204-7000 Disclosure of Information (Oct 2016)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)
- 252.211-7003 Item Identification and Valuation (March 2016)
- 252.215-7004 Requirement for Submission of Data Other Than Certified Cost or Pricing Data – Modifications – Canadian Commercial Corporation (Oct 2013)
- 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Dec 2019)
- 252.223-7004 Drug-Free Work Force (Sep 1988)
- 252.225-7000 Buy American Balance of Payments Program Certificate (Nov 2014)
- 252.225-7001 Buy American Act and Balance of Payments Program (Dec 2017)
- 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 2017)
- 252.225-7004 Report Outside US/Canada (Oct 2020)
- 252.225-7008 Specialty Metals – Restriction on Acquisition of Specialty Metals (Mar 2013)
- 252.225-7009 Specialty Metals – Restriction on Acquisition of Certain Articles Containing Specialty Metals (Dec 2019)



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252.225-7012 Preference for Certain Domestic Commodities (Dec 2017)

252.242-7005 Contractor Business Systems (Feb 2012)

252.244-7000 Commercial Items and Components (Jan 2021)

252-244-7001 CPSR (May 2014)

252.246-7007 Counterfeit Parts - Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)

252.246-7008 Sources of Electronic Parts (May 2018)

252.247-7023 Transportation of Supplies by Sea (Feb 2019)

General

Mercury Free: The material supplied under this contract/purchase order shall contain no metallic mercury and shall be free from mercury contamination. Mercury contamination of the material will be cause for rejection.

Disputes: Any dispute which is not disposed of by agreement of the parties shall be decided by a court of competent jurisdiction under the laws of the State of Florida. Venue for any suit arising from this Order shall be in the State of Florida. Seller shall proceed diligently with performance of this Subcontract during the pendency of any dispute.



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Supplier Standards of Business Conduct

Tampa Microwave Suppliers must act ethically always and ensure the integrity of their operations.

Purpose:

Tampa Microwave (TM) is committed to achieving the highest standards of ethics, integrity and performance to provide the products and solutions necessary for our customers. These Supplier Standards of Business Conduct set forth the fundamental requirements that we expect our suppliers (and those who work for them, including employees and subcontract labor) to comply with at all tiers.

A TM Supplier Shall Maintain the Highest Standards of Ethics and Integrity and Comply with Laws, Regulations, its Contractual Obligations with us and this Standard of Business Conduct

Our suppliers must act ethically always and ensure the integrity of their operations. Acting with integrity means being accountable for the highest standards of behavior. In addition, our suppliers must comply fully with all applicable laws and regulations, their contractual obligations with us and these Supplier Standards of Business Conduct.

A TM Supplier That Manufactures or Provides Goods and Services Used to Produce Electronic Goods, Shall Comply with The EICC Code of Conduct

TM expects our Suppliers' providing goods or services used to produce electronics goods to comply with the EICC Code of Conduct, which supports our philosophy. TM expects our Suppliers to comply with the EICC code regardless of local business practices or social customs.

For more information on the EICC and to view the EICC Code of Conduct, visit <http://www.eiccoalition.org/standards/code-of-conduct/>

A TM Supplier is Accountable for Quality and On-Time Delivery

QUALITY AND ON-TIME DELIVERY

Suppliers must ensure their work product meets our company's quality standards. We expect our suppliers to have in place, the appropriate quality assurance processes, and systems, to identify defects, implement corrective actions and facilitate the on-time delivery of the product which quality meets, or exceeds the contract requirements.

COUNTERFEIT PARTS

We expect our suppliers to develop, implement, and maintain effective methods and processes appropriate to prevent the introduction of counterfeit parts and materials into TM deliverable products. Suppliers must ensure that effective processes are in place to detect counterfeit parts and materials, as applicable, and prevent them from being delivered to TM.

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED ORDERS

TM Suppliers shall not discriminate against DPAS rated orders in any manner, such as charging higher prices, or by imposing different terms and conditions, than for comparable unrated orders. TM suppliers shall give DPAS rated orders preferential treatment over unrated orders, and ensure rated orders are accurately scheduled and performed to ensure delivery, by the required delivery date.

BUSINESS CONTINUITY PLAN

TM Suppliers are expected to have Business Continuity and Recovery Plans that will facilitate quick response, reaction and resumption of parts and services in the event of disruptions. Suppliers are expected to establish a comprehensive crisis management approach to deal with potential disruptions (proactive) and disasters (reactive). The approach should include a plan of action, checklist of activities, communication plans, escalation procedures and organization with teams, roles and responsibilities.

A TM Supplier Shall Treat All People with Respect and Dignity

We expect our suppliers to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

HARASSMENT

Our suppliers should ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

DISCRIMINATION

Our suppliers should provide equal employment opportunity to all employees and applicants for employment, without any unlawful discrimination.

CHILD LABOR

Suppliers must ensure that child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

HUMAN TRAFFICKING

We fully support the elimination of human trafficking and slavery from the supply chain and do not tolerate any trafficking in persons, both in the U.S. and globally. Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate.

WAGE AND BENEFITS

Our suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required.

SOCIAL DIALOGUE

We expect our suppliers to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Suppliers are expected to recognize and respect the ability of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

A TM Supplier Shall Not Use Unethical or Illegal Business Practices

Our suppliers must not seek to gain advantages through unfair, unethical or illegal business practices.

ANTI-CORRUPTION LAWS

Our suppliers must comply with all applicable anti-corruption laws, directives and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

We require our suppliers to refrain from offering or making any improper payments of money (or anything of value) to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action that the government official is already obligated to perform like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Payments made to protect personal safety are permitted where there is an imminent threat to health or safety but must be properly recorded and reported to the buyer representative as promptly as possible under the circumstances.

We require our suppliers to use due diligence to prevent and detect corruption in all business arrangements, including partnerships, subcontracts, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.

ILLEGAL PAYMENTS

Our suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

ANTI-TRUST

Our suppliers must not engage in anti-competitive practices in violation of applicable law, regulation or contractual requirements.

CONFLICT OF INTEREST

Our suppliers must avoid conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with us. We require our suppliers to provide notification to affected parties if an actual or potential conflict of interest arises, including conflicts between the interests of our company and the personal interests of a supplier's employees or those of close relatives, friends or business associates of a supplier or its employees.

GIFTS/BUSINESS COURTESIES

We believe our suppliers should compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage or exercise improper influence. In any business relationship, our suppliers must ensure that the offering, receipt of any gift, or business courtesy is permitted by law and regulation and complies with any contractual obligations, and that any exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices.

PROCUREMENT INTEGRITY

Our suppliers must maintain the integrity of our procurement and acquisition processes. Suppliers may not improperly use competitors' confidential or proprietary information for their own benefit. If a supplier becomes aware of any such confidential or proprietary information, they should promptly take steps to avoid its improper use and inform our Company as appropriate.

INSIDER TRADING

Our suppliers and their personnel must not use material, non-publicly disclosed information obtained in the course of their business relationship with us as the basis for trading or for enabling others to trade in the stock or securities of our company or those of any other company.

A TM Supplier Shall Exhibit Good Trade Practices

IMPORT

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

EXPORT

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

ANTI-BOYCOTT

Our suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott, in accordance with the U.S. 1977 Export Administration Act and the U.S. 1976 Tax Reform Act, or similar legislation or regulations.

RESPONSIBLE SOURCING OF MINERALS

Suppliers must comply with any applicable laws and regulations regarding conflict minerals and assist us in meeting our obligations under law and regulation. We report annually to the United States Securities and Exchange Commission on our use of conflict minerals (tantalum, tin, tungsten and gold) originating in the Democratic Republic of Congo (DRC) or any of the DRC's adjoining countries in products manufactured or contracted to be manufactured by the company and are required to conduct due diligence on the use of conflict minerals in our supply chain. Our suppliers must support our efforts to conduct due diligence on the use of conflict minerals in our supply chain, including the identification of products in their supply chain that contain conflict minerals and validating the country of origin of these minerals.

A TM Supplier Shall Protect Information, Intellectual Property and The Supply Chain

CONFIDENTIALITY OF SENSITIVE INFORMATION

Suppliers must maintain the confidentiality of all information entrusted to them by us, our customers or other third parties, except where disclosure is authorized or legally required (and then only after notice).

We require our suppliers properly to handle and protect from improper disclosure any sensitive information, including classified, controlled, proprietary and personal information; competition sensitive information and intellectual property. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner. Suppliers must comply with all contractual obligations and applicable laws, including data privacy laws.

SECURITY OF SUPPLY CHAIN

In addition to complying with our security requirements, suppliers are encouraged to implement practices and procedures to ensure the security of their people, property and other assets, including their supply chain. Suppliers are encouraged to participate in the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

INTELLECTUAL PROPERTY

We require our suppliers to respect and comply with all applicable laws and other binding obligations governing intellectual property rights, including protection against disclosure, patents, copyrights, and trademarks.

CYBERSECURITY

Suppliers must take care to safeguard and protect information entrusted to them and information generated or developed by them in support of our programs from unauthorized access, destruction, use, modification or disclosure. We expect suppliers to have risk-based cybersecurity programs designed to mitigate emerging threats to their information systems, products and services and supply chain and to comply with all applicable contractual and legal requirements.

A TM Supplier Shall Maintain Accurate Records

Suppliers must create and maintain accurate records. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on the applicable retention requirements. Suppliers must not falsify or provide fraudulent records, billings or other statements to us or our customers.

A TM Supplier Shall Maintain a Healthy and Safe Workplace

HEALTH AND SAFETY

We require our suppliers to comply with all applicable health and safety laws, regulations, and directives. Suppliers should protect the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

ENVIRONMENT AND SUSTAINABILITY

Our suppliers must comply with all applicable environmental laws, regulations, and directives and operate as responsible stewards of the environment.

TM Supplier Integrity, Ethics Program Expectations

COMPLIANCE

We require suppliers to maintain an effective integrity, ethics and compliance program and to meet the requirements of this Supplier Standards of Business Conduct.

CONSEQUENCES FOR VIOLATING STANDARDS

In the event of a violation of this Supplier Standards of Business Conduct, we may pursue corrective action to remedy the situation. In the case of an actual or possible violation of law or regulation, we may be required to report to proper authorities. We reserve the right to terminate our relationship or take any other appropriate action with any supplier under the terms of the existing procurement/purchasing contract.

WHISTLEBLOWER PROTECTION

Our suppliers should provide their employees with avenues for raising legal or ethical issues or concerns without fear of improper retaliation. Our suppliers should also take action to prevent, detect, and correct any retaliatory actions.