

MOMENTIVE PERFORMANCE MATERIALS MASTER PURCHASE ORDER TERMS AND CONDITIONS

"Buyer" means Momentive Performance Materials Inc. or its directly or indirectly wholly-owned subsidiary, as applicable. "Seller" means the party selling the applicable products or services to Buyer. By selling products or services to Buyer, Seller confirms that the following terms and conditions apply to Buyer's purchases. Any modifications must be in writing and signed by Buyer. References to "products" include items specifically provided for in the Purchase Agreement (as defined below) or incorporated in services Buyer purchases from Seller.

1. TERMS AND CONDITIONS OF PURCHASE. (a) Any products or services Buyer purchases from Seller by electronic, phone, paper or any other form of transmission, are purchased subject to the following: (i) if Seller already has a fully signed purchase agreement currently in effect with Buyer, then the terms of that agreement, together with any terms and conditions of this purchase order and any subsequent purchase orders issued hereunder not in conflict with that agreement, constitute the complete agreement; and (ii) if Seller does not already have a fully signed purchase agreement with Buyer, then the terms and conditions of this purchase order and any subsequent purchase orders issued hereunder constitute the complete agreement. The complete agreement as stated hereinabove shall be referred to as the "Purchase Agreement".

(b) Seller may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Seller does so, the assignment or subcontract will be void.

(c) The Purchase Agreement shall be governed by, and interpreted under, the substantive laws of the State of New York.

2. PRICING; PAYMENT. (a) Unless otherwise provided elsewhere in the Purchase Agreement, prices are: (i) stated in U.S. dollars; (ii) not subject to increase for the duration of the Purchase Agreement; and (iii) DDP (INCOTERMS 2020) at a facility specified by Buyer. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

(b) Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services.

(c) Unless otherwise provided elsewhere in the Purchase Agreement, payment will be NET 90 Days (i) the date of Buyer's receipt of an invoice; or (ii) receipt of product or services, as applicable.

(d) Seller warrants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for goods or services of the same or similar quality to that provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Seller makes an offer to sell any such goods or services to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Purchase Agreement, an equivalent reduction or modification of terms will apply to all products or services purchased thereafter for the balance of the term of the Purchase Agreement.

(e) If at any time during the term of the Purchase Agreement:

(i) a third party makes a competitive offer to sell products or services pursuant to one or more terms (including price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Purchase Agreement (the "Favorable Terms"), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within fourteen (14) days of receipt of Buyer's notice thereof. Seller's failure to meet such Favorable Terms within such fourteen (14) day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof.

(ii) Buyer anticipates that it may receive a competitive offer from a third party to sell products or services on Favorable Terms through an internet web based trading platform (an "On-Line Offer"), and Seller is provided with a written invitation to participate in the applicable on-line event that may result in an On-Line Offer at least seven (7) days prior thereto, then Seller will meet, or not meet, the Favorable Terms of the On-Line Offer during the on-line event. Seller's failure to meet such Favorable Terms during the on-line event shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof.

If Buyer is obligated under the Purchase Agreement to buy certain quantities of products or services from Seller and Seller does not meet the Favorable Terms as provided in clauses (i) or (ii) above, Buyer will be released from its obligations with respect to any quantities of products or services available from the third party on such Favorable Terms.

(f) Buyer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Seller) imposed as a result of the sale of products or services. With notice to Seller, Buyer may pay such taxes directly to the taxing authority where allowed by law. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer.

(g) If the Purchase Agreement obligates Buyer to buy a percentage of its product requirements from Seller, reasonable amounts of product purchased from a third party supplier for purposes of qualifying such products shall be deemed excluded from Buyer's requirements and can be used by Buyer for commercial production and sale.

3. TRANSPORTATION; DELIVERY. (a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Seller fails to meet a required delivery date, Buyer may procure replacement products or services. Seller will be responsible for all costs incurred by Buyer as a result of early or late deliveries. If Seller has to use premium freight, Seller will notify Buyer in writing of the type and monetary value of the premium freight used (for Buyer's records).

(b) Unless otherwise provided elsewhere in the Purchase Agreement, delivery will occur, and title and risk of loss will transfer, when: (i) with respect to product not incorporated into services, product passes into Buyer's storage facility; and (ii) with respect to product incorporated into services, the completed services have been accepted by Buyer.

4. INSPECTION. Buyer may inspect and test all products and services and all materials, equipment and facilities utilized by Seller in producing products or providing services for Buyer. Seller will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Seller will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.

5. WARRANTIES. (a) Seller warrants that all products and services will be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) free from defects; and (iv) to the extent that Buyer relies on Seller to

specify the products or services, fit for their intended purpose. Seller further warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. The above warranties will be in effect for a period of eighteen (18) months from the date of receipt by Buyer or twelve (12) months from the date of final acceptance by Buyer, whichever is earlier. If any products or services fail to conform to the above warranties Seller, at Buyer's option, will: (i) with respect to products, replace or repair the nonconforming products; (ii) with respect to services, re-perform all services necessary to correct any such nonconformity; or (iii) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer. Any replacement products or services also will be subject to the above warranties and warranty period. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Seller's expense.

(b) Any rights or remedies of Buyer set forth in the Purchase Agreement are not exclusive and Buyer also has all rights and remedies available under applicable law.

6. QUANTITY TERMINATION; ORDER CHANGES. (a) Buyer may, by written notice to Seller, terminate its purchase of any quantity of products or services (i) for convenience, (ii) if Seller fails to complete or deliver any part thereof when required, and (iii) if Seller is in breach of any material term of the Purchase Agreement, including, without limitation, any provision of Sections 7, 8 or 9 below, immediately prior to the delivery thereof. If terminating for convenience, Buyer will pay Seller termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice; provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of the actual termination charges within thirty (30) days after termination. If termination is due to a failure of completion or delivery or breach of any material term of the Purchase Agreement, no termination charges will apply and Buyer may procure substitute products or services and Seller will be liable to Buyer for any excess costs incurred by Buyer.

(b) Prior to shipment or completion, Buyer may request changes with respect to the products or services to be provided, including, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Seller will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Seller will agree on any price adjustment before implementing any change.

7. COMPLIANCE WITH LAWS. (a) Seller represents, warrants, certifies and covenants that: (i) Seller will comply with all applicable laws, rules, regulations and orders in performing its obligations under the Purchase Agreement, including environmental, health and safety laws and regulations, immigration laws and those dealing with equal employment opportunity; (ii) Seller will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities; (iii) each chemical substance constituting or contained in products transferred under the Purchase Agreement is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended and the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction which the products will likely be shipped to; (iv) no products transferred under the Purchase Agreement (1) have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture; or (2) contain arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated biphenyl ethers (PBDE), or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003)(RoHS Directive)], or chemicals restricted under the Montreal Protocol on ozone-depleting substances or the law of the countries into which product is shipped, unless expressly agreed otherwise by Buyer in writing; (v) all products transferred under the Purchase Agreement are in compliance with the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE Directive), as amended; (vi) with respect to any products transferred under the Purchase Agreement which are "electrical and electronic equipment" covered by the WEEE Directive as amended, Seller agrees, at no additional costs to the Buyer to: (a) assume responsibility for taking back those products in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the WEEE Directive and applicable national implementing legislation; and (b) take back as of the date of the Purchase Agreement the used products currently owned by Buyer up to the number of new units being purchased by Buyer, or arrange with a third-party to do so in accordance with all applicable requirements; (vii) to the extent that any products transferred under the Purchase Agreement contain hazardous materials, Seller will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910,1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped; (viii) Seller will not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Purchase Agreement; (ix) Seller has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into products or services supplied under the Purchase Agreement will be in conformance with the requirements of 7(a) (i) to (v) above; and (x) Seller will have and comply with, and at Buyer's request provide Buyer with a copy of, a company security and crisis management policy that, at a minimum, provides for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials.

(b) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in Section 7(a) above.

8. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS. (a) Seller will treat as confidential and not disclose any information received from Buyer in connection with the Purchase Agreement to any person not authorized by Buyer in writing to receive it. Seller will use such information only as necessary to fulfill its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such information will be returned to Buyer, or at Buyer's option, destroyed by Seller. Seller will not make any announcement or release any information concerning the Purchase Agreement to any other person or entity, including the press or any official body, except as required by law, unless prior written consent is obtained from Buyer.

(b) All drawings, models, specifications and other documents and materials prepared by Seller specifically in connection with the products or services supplied under the Purchase Agreement will become Buyer's property and be delivered to Buyer, as part of the consideration of this Purchase Agreement, upon (i) completion, abandonment or postponement of the services or delivery of the products required by the Purchase Agreement or (ii) termination of the Purchase Agreement. Seller hereby assigns any and all rights that it has in and to all such documents and materials to Buyer.

9. INTELLECTUAL PROPERTY INFRINGEMENT. Seller represents and warrants that the sale or use of the products or services provided to Buyer will not infringe or contribute to the infringement of any patents, trademarks, or copyrights anywhere in the world. If any product, service, or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the item or service, or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates or customers worldwide in connection with any use of products or services provided to Buyer in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of Buyer or Buyer's affiliates or customers.

10. QUALITY. (a) Seller will not change the manufacturing process, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Seller will be liable for all losses and damages that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

(b) If Seller's efforts hereunder have resulted or may result in non-conforming products or services and (i) Buyer has provided any materials, inputs or goods to be processed by Seller in its manufacture or provision of such non-conforming products or services. (ii) the products or services delivered by Seller are to conform to specifications, drawings or designs unique to Buyer (whether provided by or for Buyer), or (iii) Seller is manufacturing the non-conforming products exclusively for Buyer, then Seller will provide prompt written notice to Buyer detailing the nonconformance or possible nonconformance and will deliver, repair, reprocess, resell, scrap or otherwise dispose of the resulting products or goods only in accordance with Buyer's instructions.

(c) Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of products and services.

11. CUSTOMS AND TRADE. (a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees to be the importer of record, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported.

(b) Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Purchase Agreement.

(c) Seller will accurately indicate the country of origin of the products provided under the Purchase Agreement on the customs invoice and other applicable documentation. Seller will provide certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

12. SERVICES/LIENS; SITE RULES; INSURANCE. (a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the products provided under the Purchase Agreement or Buyer's premises or the improvements thereon, and Seller will defend, indemnify, and hold harmless Buyer with respect thereto.

(b) Seller will conform strictly to all of Buyer's site rules and regulations when performing services on Buyer's premises. It is Seller's obligation to obtain a copy of Buyer's site rules.

(c) Prior to performing any services on Buyer's premises, Seller will obtain, and thereafter maintain at all times, the following minimum insurance coverages: (i) Worker's compensation insurance as required under the applicable laws of the jurisdiction in which the services are to be performed; (ii) Employer's Liability insurance as required under the applicable laws of the jurisdiction in which the services are to be performed, subject to a limit of \$1,000,000; (iii) Comprehensive General Liability insurance with a combined single limit of \$2,000,000 for bodily injury and property damages; (iv) Automobile insurance for owned or hired vehicles covering bodily injury, death and property damage, with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and (v) Additional Umbrella Coverage with aggregate limits of \$5,000,000. All required insurance must be with companies licensed in the jurisdiction in which the services are performed and acceptable to Buyer. No insurance will be deemed to be in effect until satisfactory certificates thereof are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. In addition, all such policies shall name Buyer as an additional insured, specifically insure Buyer for its own negligence and other culpable conduct and contain a waiver of subrogation against Buyer. Seller will also require insurance from all of its subcontractors with the same coverages and limits.

(d) It is agreed that Seller, in rendering any services on Buyer's premises, will be an independent contractor and that neither Seller nor any principal, partner, agent or employee of Seller is the legal representative of Buyer for any purpose whatsoever and has no right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of Buyer and neither Seller nor any principal, agent or employee of Seller shall be entitled to or be eligible to participate in any benefit program extended by Buyer to its employees.

(e) All Seller's employees providing services under the Purchase Agreement must be authorized to work in the jurisdiction where the services are performed.

13. INDEMNIFICATION. Seller will fully defend, indemnify, hold harmless and reimburse Buyer, its officers, directors, shareholders, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Seller in the Purchase Agreement; (b) any negligence or willful misconduct of Seller or its agents or subcontractors in connection with performance under the Purchase Agreement; (c) any litigation, proceeding or claim by any third party relating to the obligations of Seller under the Purchase Agreement; and (d) Seller's use, control, ownership, or operation of its business and facilities, except to the extent caused by the negligence of Buyer. Seller agrees to include this clause in any subcontracts issued hereunder.

14. BUYER'S PROPERTY. Unless Buyer otherwise agrees in writing, all tools, equipment or other materials furnished to Seller by Buyer are the personal property of Buyer. Whenever practical, Seller will adequately identify Buyer's property and safely store it separate and apart from Seller's property. Seller will not substitute any property for Buyer's property and will use such property only in fulfilling its obligations under the Purchase Agreement. While in Seller's custody or control, Buyer's property will be held at Seller's risk, kept insured by Seller at Seller's expense, and subject to removal at Buyer's request.

15. SET-OFF. Buyer may set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at

any time by Buyer under the Purchase Agreement.

16. FORCE MAJEURE. (a) Any non-performance or delay in performance of any obligation of Seller or Buyer under the Purchase Agreement will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation under the Purchase Agreement which is beyond the reasonable control of the Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of a governmental authority, and acts of God. In no event shall Seller's ability to sell products or services at a better price or Seller's economic hardship in buying raw materials necessary to manufacture products at a commercially reasonable price constitute Force Majeure.

(b) If Buyer or Seller is affected by Force Majeure, it will (i) promptly provide notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of Force Majeure, deliveries or acceptance of deliveries of products or services which have been suspended will not be required to be made up on the resumption of performance and, to the extent not otherwise permitted under the Purchase Agreement, Buyer will have the right to purchase products and services from other sources during the period of Force Majeure. If a Force Majeure extends for more than sixty (60) days, the Purchase Agreement may be terminated upon written notice by the party not declaring Force Majeure without any liability on its part.

(c) If a Force Majeure compels Seller to allocate deliveries of products or services, Seller will make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output as was purchased by Buyer prior to the Force Majeure. Seller will use best efforts to source products or other items, at Seller's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates.

17. TERMINATION. Buyer or Seller may terminate the Purchase Agreement upon thirty (30) days' prior written notice if the other party breaches any material term thereof or files for bankruptcy; provided, however that during such notice period, the party in default may cure its default and thereby abate the termination. In the event Seller has not complied in any respect with Sections 7, 8 or 9 above, Buyer shall have the right to immediately terminate the Purchase Agreement, without further compensation to the Seller. In addition Seller shall compensate Buyer for any damages suffered by Buyer as a result of Seller's breach of sections 7, 8 or 9 above. After receipt of a notice of termination, the Seller shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete the continued portion of the Purchase Agreement; and (iii) terminate all subcontracts to the extent that they relate to the work terminated.

18. ACCESS AND AUDIT. In order to assess Seller's work quality and compliance with the Purchase Agreement, Seller and its subcontractors will permit Buyer, Buyer's customers and applicable regulatory authorities reasonable access to (i) all locations where work is performed in connection with the products or services provided for in the Purchase Agreement, and (ii) all books and records relating to the Purchase Agreement. Without limiting the foregoing, this provision applies to suppliers of plating, machining, sheet aluminum and products developed through special processes, which are defined as processes where results and outputs cannot be verified through subsequent inspection & testing (e.g. welding, soldering, brazing, plating, painting, adhesion, bonding, etc.).

19. PERSONAL DATA PROTECTION. (a) "Personal Data" includes any information relating to an identified or identifiable natural person that is obtained by Seller from Buyer; "Buyer Personal Data" includes any Personal Data obtained by Seller from Buyer; and "Process" or "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

(b) Seller, including its staff, shall view and Process Buyer Personal Data only on a need-to-know basis and only to the extent necessary to perform the Purchase Agreement or Buyer's further written instructions.

(c) Seller shall use reasonable technical and organizational measures to ensure the security and confidentiality of Buyer Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss. Seller shall immediately inform Buyer of any breach of this security and confidentiality undertaking, unless prohibited from doing so by law.

(d) Seller shall notify Buyer in the most expedient time possible under the circumstances and without unreasonable delay of any Security Breach involving any Buyer Personal Data, where "Security Breach" is defined as any event involving an actual, potential or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use, or any broader circumstances as defined in any applicable local law. Seller shall also provide Buyer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Buyer may request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Seller agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action (e.g., mailing statutory notices) necessary to remedy the Security Breach. The content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") must first be approved by Buyer prior to any publication or communication thereof to any third party. Seller shall pay for or reimburse Buyer for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices.

(e) Upon termination of the Purchase Agreement, for whatever reason, Seller shall stop the Processing of Buyer Personal Data, unless instructed otherwise by Buyer, and these undertakings shall remain in force until such time as Seller no longer possesses Buyer Personal Data.

(f) Seller understands and agrees that Buyer may require Seller to provide certain Personal Data ("Seller Personal Data") such as the name, address, telephone number, and e-mail address of Seller's representatives in transactions, and that Buyer and its affiliates and their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of the Purchase Agreement, including but not limited to supplier and payment administration. Seller agrees that it will comply with all legal requirements associated with transferring any Seller Personal Data to Buyer. Buyer will be the "Controller" of this data for legal purposes, and agrees not to share Seller Personal Data beyond Buyer, its affiliates and their contractors, and to use reasonable technical and organizational measures to ensure that Seller Personal Data is processed in conformity with applicable data protection laws. Seller may obtain a copy of the Seller Personal Data and submit updates and corrections to it by sending Buyer a written notice.

20. Purchaser's Code of Conduct for Suppliers and Other Third Parties . Purchaser's Code of Conduct for Suppliers and Other Third Parties ("Code") has been established to foster the highest ethics in both Parties' procurement-related conduct. Seller agrees to read, understand and use best

efforts to abide by the Code. The Code is found at: http://www.momentive.com/about_us.aspx?id=26506

21. Seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state and local laws, regulations, rules and orders. Any provision which is required to be a part of this order by virtue of any such law, regulation, rule or order is incorporated herein by reference including, but not limited to, the following:

1. Executive Order 11246: EEO clause published at 41 CFR 60-1.4(a)

2. Executive Order 13465 (Employment Eligibility Verification); 73 FR 67704

3. Executive Order 13496 (Employee Rights Under National Labor Relations Act): 29 CFR 471, Appendix A to Subpart A

4. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

5. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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