

1. TERMS OF AGREEMENT. The individual purchase order for Products and/or Services, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire agreement between Robertson Marketing Group, Inc. ("RMG") and the supplier ("Supplier") identified in the Purchase Order. RMG's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any Purchase Order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on RMG's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if a master agreement covering procurement of the Products or Services described in the Purchase Order exists between Supplier and RMG, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. INVOICING AND PAYMENT. (a) Supplier shall submit to RMG an invoice for the Products no earlier than upon delivery of the Products. Among other information, Supplier's invoice will show for each item of the Products the number of the Purchase Order, delivery location, detailed Product description, unit price, total charge, sales tax, and grand total.

(b) RMG will pay undisputed invoiced amounts within 45 days of submission of a proper invoice by Supplier. RMG may set-off against any amount to be paid to Supplier hereunder any amount that Supplier is obligated to pay RMG. Provided invoices are timely paid, Supplier shall pay RMG any and all rebates, royalties, marketing funds, and other amounts due to RMG pursuant to the Purchase Order or separate agreement.

(c) If RMG notifies Supplier that there is an excess payment under the Purchase Order, including as a result of any errors in the Purchase Order, Supplier shall promptly refund such excess payment to RMG.

3. DELIVERY, INSPECTION, AND NON-CONFORMANCE

3.1 Delivery. (a) Unless RMG designates special shipping requirements in the Purchase Order or unless otherwise agreed in writing, Supplier will ship Products in accordance with RMG's Shipping and Routing Guide, a copy of which is available upon request. If Products are not shipped in accordance with the foregoing, RMG will not pay for shipping and handling charges. Products shall be delivered by Supplier to the location and on the date set forth in the Purchase Order. Supplier will bear the risk of loss up to the time of RMG's receipt of the Products; title to the Products shall pass to RMG upon receipt of the Products.

(b) Supplier will individually package shipments of Products in a manner that protects them from tampering, spillage, the environment in general and the hazards of the mode of transit employed in their delivery. Each package will have an external label stating the Purchase Order number and the recipient's name. In addition, each shipment will include a packing slip that includes the Purchase Order number, name of Supplier, name and department of recipient (if applicable), and description of the Products shipped including quantities.

3.2 Inspection. RMG will have 45 days following delivery of the Products in which to examine, inspect and, as applicable, test the Products for compliance with the Purchase Order.

3.3 Non-Conformance. (a) RMG may receive or reject, in its discretion, incomplete, early, or late delivery. Subject to Section 3.3(b), in the case of an incomplete delivery accepted by RMG, RMG will only pay for the Products that are actually delivered. If early delivery is rejected by RMG, and warehousing is required, RMG will not be required to pay charges for warehousing prior to the scheduled delivery date set forth in the Purchase Order. Supplier shall be solely responsible for paying additional shipping charges in connection with partial shipments.

(b) If RMG notifies Supplier within 45 days following delivery of the Products that the Products are, in the reasonable opinion of RMG, damaged, defective, or otherwise non-conforming with the Purchase Order, Supplier shall at its expense, within 15 days of the date of RMG's notice to Supplier, at RMG's option, repair such Products to the reasonable satisfaction of RMG, replace such Products, or take back such Products and refund the charges paid by RMG, if any, for such Products.

4. CHANGES, CANCELLATIONS AND RETURNS

4.1 Changes. Consistent with Supplier's policies uniformly applied to its customers, Supplier shall process and implement RMG's changes to the Purchase Order if RMG notifies Provider of such changes prior to the shipment of the Products. Supplier shall promptly notify RMG of any changes in the charges, as well as any change in the delivery date, and obtain RMG's agreement in writing to such changes prior to processing and implementing such changes.

4.2 Cancellation. (a) RMG may cancel the Purchase Order for cause at any time and without incurring any obligation to Supplier, including for payment, if: (i) Supplier fails to perform any of its obligations under the Purchase Order; (ii) RMG reasonably believes that Supplier will not deliver the Products as required by the Purchase Order; or (iii) Supplier becomes insolvent or is in such financial condition so as to endanger performance, including by filing voluntarily or involuntarily any proceeding in bankruptcy or reorganization, or makes an assignment for the benefit of creditors. In the event of such cancellation, Supplier shall promptly refund to RMG any amounts paid by RMG to Supplier.

(b) RMG may cancel the Purchase Order at any time for convenience prior to the actual shipment of the Products. If RMG cancels the Purchase Order for convenience, RMG's total liability for such cancellation shall not exceed the lesser of: (i) the total charges for the Products in the Purchase Order; or (ii) the actual, demonstrable, and non-refundable expenses Supplier reasonably incurs to third parties as a result of such cancellation. If requested by RMG, Supplier shall promptly deliver to RMG such third parties' invoices and other back-up information relating to such expenses.

(c) At RMG's election, Supplier shall promptly deliver to RMG any Products or components thereof for which RMG has paid in connection with the cancellation of the Purchase Order.

4.3 Returns. (a) In addition to RMG's other rights under the Purchase Order and under applicable law, RMG will have the right, for any reason, to return any or all non-customized Products that are in resalable condition and in the original manufacturer's container, if any; provided that RMG makes such return within 45 days of RMG's actual receipt of the Products, with or without a copy or original of the invoice or packing slip for such Products.

(b) Supplier shall promptly refund the portion of the charges applicable to the returned Products. Any actual out-of-pocket expenses paid to third parties for shipping, insurance and delivery in returning such Products to Supplier will be paid by RMG. RMG shall not be obligated to pay Supplier any handling or restocking charges for such returns.

4.4 Over / Under Runs. Supplier shall ship the exact quantity of Products ordered and RMG will not pay for over-runs. If an under-run is shipped, Supplier shall ship the deficiency and will not charge RMG for any incremental shipping and/or manufacturing charges to complete the order. Should the Product not be available for exact quantity ordering, Supplier and RMG must agree on the over-run and under-run maximum percentages before production begins.

5. RMG MARKS. Supplier shall use the trade names, trademarks, service marks, domain names, company names, product names, service names, symbols, logos, descriptions and other indicia of origin of RMG or RMG's clients (collectively, "RMG Marks") provided to Supplier by RMG solely to provide the Products to RMG pursuant to the Purchase Order and only in accordance with RMG's written instructions. Provider shall not and shall not permit any third party to: (i) use, register or attempt to register as its own any RMG Marks, (ii) use, register, or attempt to register any name, logo, mark, domain name, or other identifier which is likely to lead to confusion with the RMG Marks, (iii) use the RMG Marks in a manner likely to disparage or misrepresent RMG or its clients, or (iv) use the RMG Marks for any other purpose without the prior express written approval of RMG.

6. CONFIDENTIAL INFORMATION. (a) "Confidential Information" means: (i) written materials or computer data relating to RMG's or RMG's clients' business, finances, transactions, and strategies; (ii) Product specifications, designs, materials, and sources provided by RMG; (iii) proposed, new or modified RMG Marks; (iv) the identity of and information pertaining to RMG's clients (including contact information); (v) any information that is marked confidential or that is not generally known to the public but may be reasonably discerned by Supplier's personnel as being confidential to RMG or RMG's clients; (vi) the Purchase Order; and (vii) personally identifiable information of any individual personnel or customer of RMG or RMG's clients, including e-mail addresses and credit card numbers.

(b) Supplier shall use Confidential Information solely to the extent necessary to perform its obligations under the Purchase Order and shall cause its

directors, officers, employees, contractors, subcontractors, suppliers, and agents not to disclose any Confidential Information. Supplier shall be liable for any improper disclosure of Confidential Information by any such entities or persons.

(c) Supplier will not be obligated to treat as Confidential Information such information received which: (i) is or becomes publicly known through no wrongful act of Supplier; (ii) is rightfully received from a third party without restriction and without breach of the Purchase Order; or (iii) is independently developed by Supplier without reliance on Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND PROMISES. (a) Supplier represents, warrants and promises that the Products will be merchantable, fit for their intended purpose, free from defects in material or workmanship and will conform in all respects to the descriptions and specifications for such Products, including any specifications set forth in the Purchase Order.

(b) Supplier represents, warrants and promises that, unless expressly agreed otherwise by RMG in writing, the Products will be of current manufacture and be new.

(c) Supplier represents, warrants and promises that Supplier is the legal and rightful owner of the Products or is legally licensed and/or authorized to sell, license and/or distribute the Products.

(d) Supplier represents, warrants and promises that the Products will be delivered free and clear of any liens or encumbrances of any kind.

(e) Supplier represents, warrants and promises that the Products will not infringe upon any copyrights, trade secrets, patents, patent registration rights, know-how or techniques, rights of publicity, RMG Marks, and comparable intellectual property rights arising or enforceable under domestic or foreign laws, or international treaty regime.

(f) Supplier represents, warrants and promises that the Products and services rendered by Supplier pursuant to the Purchase Order comply with all applicable laws and regulations in effect the jurisdictions where the Products will be delivered by Supplier.

8. LIMITATION OF LIABILITY. (a) IN NO EVENT WILL SUPPLIER OR RMG BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THE PURCHASE ORDER, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(b) The limitations set forth in Section 8(a) shall not apply with respect to: (i) damages occasioned by the willful misconduct or gross negligence of RMG or Supplier; (ii) claims that are the subject of indemnification pursuant to Section 9; and (iii) damages occasioned by Supplier's breach of Sections 5 or 6 of these terms and conditions.

9. INDEMNIFICATION. Supplier shall defend, indemnify and hold harmless RMG and RMG's clients, and their respective successors and assigns, from and against any and all suits, actions, damages, losses, liabilities or expenses (including, without limitation, reasonable legal fees and expenses) that they may incur as a result of or in connection with: (a) any claims by Supplier's directors, officers, members, managers, employees, contractors, subcontractors, suppliers, or agents; (b) any breach of Supplier's representations, warranties or promises in sections 7 or 10 or obligations in sections 5 or 6 of these terms and conditions; and (c) any claims for damage to property or bodily injury or death resulting from any act or omission of Supplier or any of its directors, officers, employees, contractors, subcontractors, suppliers, and agents.

10. PRODUCT SAFETY. Supplier represents and warrants that all Products will meet all current United States product safety laws and regulations. Supplier warrants that all manufacturers and providers from whom Supplier purchases or acquires merchandise which is then sold to RMG or RMG's Clients pursuant to the Purchase Order have been and continue to be thoroughly inspected by Supplier to ensure their compliance with all product safety laws and regulations. Supplier shall use its best efforts to cause all of its manufacturers and providers to adhere to all applicable state and federal product safety laws and regulations, impose strict quality control standards on the Products supplied and perform safety and performance testing of all Products on a regular basis. To the extent that Supplier manufactures any Products in any way, it represents and warrants that it will also adhere to all applicable state and federal product safety laws and regulations and impose its own strict quality control standards on the manufacture of the Products supplied and perform safety and performance testing of all Products on a

regular basis.

11. MISCELLANEOUS

11.1 No Assignment or Delegation by Supplier. Supplier may not assign any rights or delegate any duties, including by subcontracting, under the Purchase Order without the express prior written consent of RMG.

11.2 Compliance with Export Control Laws. Supplier shall not (a) knowingly assist or participate (directly or indirectly) in the export or diversion of any of Products to any country, purchaser or other party to which the export or diversion of such Products by RMG would then be prohibited by or require prior authorization under the Export Administration Regulations of the United States Department of Commerce, regulations of the Office of Foreign Assets Control of the United States Treasury Department, any executive order or ruling (including any pronouncement pursuant to the same), or other applicable law, as the same are in effect from time to time, and (b) take any action in respect to this PO which, if taken by RMG, would constitute a violation of the United States Foreign Corrupt Practices Act.

11.3 Governing Law; Dispute Resolution. The Purchase Order shall be deemed an agreement made under the laws of the Commonwealth of Virginia, and shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Virginia and applicable laws of the federal government of the United States of America without regard to its conflict of laws provisions and excluding the United Nations Convention for the International Sale of Goods. Any legal actions arising hereunder shall be instituted only in the State or Federal Courts located in Roanoke, Virginia. Supplier hereby expressly waives any objections to the assertion or exercise of *in personam* jurisdiction over it by the Federal or State courts located in Roanoke, Virginia and Seller further waives any defenses of *forum non conveniens* or sovereign immunity.

11.4 Insurance. For so long as title to the Products remains with Supplier, Supplier shall insure the Products for their full listed retail price against loss, damage, destruction or theft. In addition, Supplier shall maintain (a) general liability insurance (including products and completed operations liability and contractual liability) with combined limits for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate; (b) automobile liability insurance (including liability for hired and non-owned vehicles) with combined single limits of not less than \$1,000,000; and (c) workers' compensation and employer's liability to comply with state specified minimum limits. Higher limits of insurance may be required as determined by RMG as will adequately protect Supplier and RMG against damages, liabilities, claims, losses, and expenses. RMG shall be named as an additional insured on Supplier's general liability policy. Supplier agrees to submit certificates of insurance evidencing its insurance coverage when requested by RMG.

11.5 Severability. In the event that any provision of the Purchase Order or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the Purchase Order will continue in full force and effect. In such events, any such illegal, void or unenforceable provision will be replaced with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

11.6 Remedies and Waivers. The rights and remedies provided to RMG in the Purchase Order shall be cumulative and in addition to any other rights or remedies provided by law, equity, or otherwise. Nothing contained herein shall be construed to limit the rights or remedies to which RMG may be entitled at law, equity or otherwise. No waiver by RMG of any breach by Supplier of any provision in the Purchase Order shall constitute a waiver of any other breach or of such provision. RMG's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or as a waiver of any provisions hereof.

11.7 Force Majeure. Each Party shall not be liable for its failure to perform hereunder to the extent such failure is due to riot, war, fire, flooding, act of God, or civil unrest and such failure to perform could not reasonably be avoided through workarounds or preventative actions.

11.8 Survival. Any respective obligations of Supplier or RMG hereunder which by their nature would continue beyond the cancellation of or completion of the undertakings under the Purchase Order will survive such termination, cancellation or expiration.

11.9 No Third Party Beneficiaries. No third party, other than RMG's clients, is intended to be and no party will be deemed to be a third party beneficiary of the Purchase Order or any provision hereof.

RMG SUPPLIER CODE OF CONDUCT

Revised 10.07.19

Robertson Marketing Group, Inc. ("RMG") is committed to providing product and service lifecycles that embody responsible attitudes towards the environment, transparency, labor, and diversity. However, we cannot do it alone. RMG expects Supplier to be mindful of RMG's policies and procedures and contribute to making RMG a healthy, safe and inclusive partner, employer and customer.

This document, the RMG Supplier Code of Conduct, is expressly made a specification of each of the Products and Services provided by Supplier to RMG or its Clients. If Supplier proposes or provides to RMG or its Clients any Products or Services, Supplier agrees to be bound by this RMG Supplier Code of Conduct and also agrees that RMG may legally enforce its provisions against Supplier in any court of competent jurisdiction in the United States. The RMG Supplier Code of Conduct is part of the Product Lifecycle Assurance Program™ being implemented by RMG, which consists of systems, tools, documentation and processes that are proprietary and confidential to RMG. Supplier may be invited by RMG to further participate in the Product Lifecycle Assurance Program™, which includes opportunities to integrate with RMG's Global Brand Management Platform™ and use RMG's Global Supplier Portal™.

ENVIRONMENT

Supplier will have an effective environmental policy regarding the protection of the environment. RMG recognizes that as we work together to achieve our objectives in connection with the environment, we may have to interpret broad aspirational standards. However, Supplier will at a minimum:

1. Comply with the environmental laws and regulations of the jurisdictions in which Products are made or Services are rendered. For Products intended to be exported by Supplier, the Products must comply with applicable laws and regulations of the locations in which the Products are reasonably expected to be sold or used, including with respect to conflict minerals.
2. Take reasonable steps to reduce the consumption of non-renewable sources of energy.
3. Promote awareness of climate change and related mitigation efforts, including via water management and conservation of biodiversity.

4. Support efforts to choke-off sources of revenue to groups engaged in extreme acts of violence, including through the exploitation of natural resources and local communities.
5. Increase the availability of Products and Services that reflect internationally-recognized standards of environmental stewardship and respect for local cultures.

TRANSPARENCY

No Corruption: RMG expects Supplier to and Supplier shall adhere to the highest standard of moral and ethical conduct. This includes not engaging in any form of corrupt practices, including extortion, fraud, or bribery. Please note that RMG's requirement should be interpreted as being more restrictive than the United States Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq.

No Conflicts of Interest: Supplier must disclose to RMG any situation that may appear as a conflict of interest, including if any RMG employee or contractor may have an interest of any kind in Supplier's business or any kind of economic ties with Supplier.

Post-Employment Restrictions: Supplier shall not encourage, facilitate or solicit any employee of RMG to leave RMG's employ for any reason, except that Supplier will not be precluded from hiring any such person that Supplier can demonstrate to RMG's reasonable satisfaction responded to a general public advertisement placed by Supplier or its agents and without reliance on a previous individualized communication from the Supplier or its agents.

LABOR

No Forced Labor: The use of forced, bonded or indentured labor or involuntary prison labor by Supplier is strictly prohibited. All work by or for Supplier, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice.

No Child Labor: RMG expects Supplier to not engage in any practice inconsistent with the rights set forth in the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999). The minimum age of admission to employment or work shall not be less than the age of completion of compulsory schooling, but in any event no less than 16 years of age. Additionally, all workers under 18 years of age must be protected from performing any work that is likely to be hazardous.

No Harassment: Supplier will treat each of its workers with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

Non-Discrimination: Supplier will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

Freedom of Association: Supplier will not restrict its employees' or contractors' freedom to associate or not associate with third party organizations, including labor organizations, or to bargain or not bargain collectively, in accordance with local laws and regulations.

Reasonable Compensation: RMG expects Supplier to recognize that wages are essential to meeting its employees' and contractors' basic needs. Supplier will comply with all applicable local wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits.

Health and Safety: Supplier will provide its workers with a safe and healthy workplace in compliance with all applicable local laws and regulations, ensuring at a minimum reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. Supplier will also ensure that the same standards of health and safety are applied in any housing that it provides for its workers.

DIVERSITY

RMG promotes diversity among its employees and contractors, and encourages Supplier to welcome persons with diverse backgrounds, interests, opinions and conditions into its workforce. While we recognize that respect for individuals' privacy makes it difficult to assess diversity, we greatly would appreciate anecdotal information that demonstrates Supplier's commitment to promoting diversity.

INTELLECTUAL PROPERTY

Exclusive Ownership: The software, images, designs, text, documents, data, products, services, and processes disclosed by or pertaining to RMG or its Clients, including all intellectual property rights therein, are owned exclusively by RMG. RMG does not grant Supplier any licenses or

other rights in connection with such items, except as strictly necessary for Supplier to deliver Products or Services to RMG and as determined by RMG in its sole discretion.

No Registration or Use: Supplier shall not register, adopt, or use in any manner, without RMG's express prior written consent, any trade names, trademarks, service marks, domain names, company names, product names, service names, symbols, logos, descriptions and other indicia of origin of a person or entity disclosed by or pertaining to RMG or its Clients. If Supplier believes that it has an independent license or other right to any such items pertaining to any of RMG's Clients, it shall have the burden of proving to RMG's reasonable satisfaction that it has a valid, lawful, and documented pre-existing license or other right to such items.

Work Product: The work product, whether complete or not, including any works of authorship developed for or delivered to RMG or its Clients by Supplier, or which incorporates any items owned or licensed by RMG or its Clients, is "a work made for hire" within the meaning of Title 17 of the United States Code, as amended from time to time, and such items and any copyrights therein are the sole property of RMG. In the event that: (i) any such items are determined by a court of competent jurisdiction not to be a work made for hire or (ii) if any intellectual property right in such items does not accrue to RMG upon its creation, then upon RMG's request, Supplier shall sign all applications, assignments, instruments and papers, and perform all acts necessary or desired by RMG, to assign the such items and any intellectual property therein fully and completely to RMG and at no cost to RMG. For avoidance of doubt, Supplier retains ownership of the intellectual property rights in its pre-existing software, images, designs, text, documents, data, products, services, and processes, and Supplier grants to RMG a non-exclusive, worldwide, perpetual, and fully paid-up license to use, modify, display, sublicense, and create derivative works of such items incorporated into the work product, in any media now known or developed in the future.

No Export: Supplier shall not export or transmit, directly or indirectly, any information disclosed by or pertaining to RMG or its Clients, except with RMG's express prior written consent and in full compliance with all applicable laws and regulations, including U.S. Export Administration Regulations.

No Misuse or Misappropriation: Supplier shall not, and shall not request or permit any third party to: (i) access or use RMG's or any of client of RMG's computer systems, information, or materials without obtaining the express prior written approval of RMG; or (ii) reverse engineer, decompile, disassemble, modify, translate, misappropriate, attempt to discover the source code of, or attempt to create derivative works of, any software, data, or services owned or licensed by RMG or any client of RMG.

NON-DISCLOSURE

The information disclosed by or pertaining to RMG or its Clients is confidential. Supplier shall: (i) use such information solely for the purpose of proposing the provision of or providing to RMG or its Clients Products and Services (the "Business Purpose"); (ii) not disclose such information to any third party or in a manner which would injure the interests or good will of RMG or any Client; (iii) protect such information from unauthorized disclosure using at least a reasonable degree of care; and (iv) only disclose such information to its employees and contractors to the extent such persons reasonably need such information to enable Supplier to perform the Business Purpose. Supplier will remain liable for any use or disclosure of information by its employees or contractors that is not permitted to Supplier.

COMPLIANCE

Interpretation: In the event of any conflict between the RMG Supplier Code of Conduct and other specifications, the conflict will be resolved by RMG using its reasonable discretion.

Reviews: Upon RMG's request, Supplier will promptly provide RMG or its agents, at no cost to them, copies of all invoices, books and other records in connection with any Products or Services provided to RMG. Supplier will also permit RMG and its agents to inspect Supplier's facilities, and the equipment, materials, books and other records in those facilities, during normal business hours, whether or not such inspections were previously announced by RMG. Supplier will not restrict RMG or its agents from interviewing Supplier's employees and contractors.

Documentation: Supplier will have the burden of proving to RMG's reasonable satisfaction that the Products and Services provided to RMG comply with RMG's specifications, including this RMG Supplier Code of Conduct. RMG may from time-to-time notify Supplier of documentation that constitutes additional specifications for Products and Services under this RMG Supplier Code of Conduct.

Communication: Supplier will take appropriate steps to ensure that the provisions of this RMG Code of Conduct are communicated to its employees and contractors, including via the prominent posting of a copy of this RMG Code of Conduct, in the local language and in a place readily accessible to employees and contractors, at all times.

Reporting: Supplier will report to RMG on its compliance with the RMG Code of Conduct at least annually, using the format determined by RMG's Chief Financial Officer.

Construction: The term "Supplier" includes Supplier's subcontractors and suppliers. The term "or" means "and/or" as reasonably determined by RMG. The term "including" means "including without limitation."