



## STANDARD TERMS AND CONDITIONS – DOMESTIC PURCHASE ORDERS

These Standard Terms and Conditions apply to any Order(s) between **Virgin Orbit, LLC**, a Delaware limited liability company (“**Buyer**”) and the company identified on the Order(s) (“**Supplier**”) (with all capitalized terms used without definition having the meanings given to them in Section 17):

**1. ACCEPTANCE.** Supplier shall accept the Order and all terms and conditions contained in the Order, including these Terms and Conditions, either by (i) beginning performance under the Order, or (ii) giving Buyer an acknowledgement of the Order.

**2. SPECIFICATIONS.** Supplier shall comply with all Specifications.

### **3. DELIVERY AND PAYMENT.**

**3.1 Delivery Date.** Supplier shall deliver Goods in the quantity and at the Delivery Date as specified in the Order. Time is of the essence in Supplier’s performance.

**3.2 Shipping.** Supplier shall perform to the packaging, shipping, billing and invoicing instructions as specified in the Order. If required under the Order, Supplier shall (i) provide all relevant information and documents, including but not limited to any freight measurement and declarations and (ii) be responsible for all shipping, freight and insurance charges. In the absence of any instructions on the Order, all shipments shall be delivered to Buyer FOB Destination as defined by the Uniform Commercial Code.

**3.3 Delays.** Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay. If Supplier is unable to deliver Goods by the Delivery Date, Buyer may, without liability: (i) reduce or cancel its requirements for any part of the quantity of the Goods that cannot be delivered by the Delivery Date, or (ii) reallocate to another Order, or reschedule, any portion of the Goods that cannot be delivered by the Delivery Date.

**3.4 Payment.** Payment terms shall be net 45 from date of receipt of invoice from Supplier and shall not be subject to any economic price adjustment.

**3.5 Waiver and Release on Final Payment.** Buyer shall not be responsible for and Supplier shall not submit charges on invoices received more than 120 days after the shipment of Goods in the Order, unless otherwise indicated in a written agreement signed by both Buyer and Supplier.

### **4. INSPECTION OF GOODS.**

**4.1 Inspection.** Supplier shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order. Buyer may provide written notice of receipt of the Goods to Supplier. However, unless Buyer states otherwise in writing, acceptance of the Goods shall not occur until sixty (60) days following Buyer’s receipt of Goods

(“**Inspection Period**”), even if Buyer has paid for and begun use of the Goods. Transfer of title to Buyer shall not constitute acceptance.

**4.2 Non-conforming Goods.** During the Inspection Period, Buyer may reject any Goods that do not conform to the Specifications and shall have no obligation to pay for such non-conforming Goods. Supplier shall assume title and risk of loss of all non-conforming Goods and shall promptly reimburse Buyer for all costs incurred by Buyer as a result of the inspection and rejection of non-conforming Goods. Buyer shall not be liable for any profit Supplier would have made on any non-conforming Goods nor for incidental damages.

### **5. WARRANTY.**

**5.1 Warranty.** Supplier warrants that all Goods delivered under the Order shall be and continue to be until the one (1) year anniversary of the receipt of the Goods (the “**Warranty Period**”): (i) merchantable and fit for the purpose intended and operate as intended; (ii) new upon receipt, unless Buyer agrees otherwise in writing prior to shipment; (iii) free from defects in material and workmanship; (iv) conform to applicable Specifications; (v) free from liens or encumbrances on title; and (vi) not infringe any patent, published patent application, or other intellectual property rights of any third party as of the date of receipt.

**5.2 No Use of Counterfeit Parts.** Supplier represents and warrants that none of the supplies or materials used or incorporated into any Goods are suspect or counterfeit parts. Suspect or counterfeit parts are (a) parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case, and/or (b) refurbished parts, complete with false labeling, that are represented as new parts (“**Counterfeit Parts**”). Supplier shall be liable for all costs incurred by Buyer to remove and replace Counterfeit Parts.

**5.3 Survival.** All other warranties, express or implied, shall survive delivery, inspection, test, acceptance, payment and use.

**5.4 Remedy.** During the Warranty Period, Buyer shall notify Supplier in a commercially reasonable time of a breach of warranty (“**Notice**”) in reasonable detail. Upon receipt of Notice, Supplier shall replace such defective Goods at no cost to Buyer within ten (10) business days. In addition to any rights or remedies Buyer may have under the Purchase Contract or at law, Supplier shall reimburse Buyer for all actual direct costs incurred by Buyer as a result of such breach of

warranty. Any replacement Goods are warranted for the same period as the original Goods.

**6. CERTIFICATE OF AUTHENTICITY.** Supplier certifies that all Goods delivered under the Order are genuine products authorized by the Supplier and/or manufacturer and are entitled to the full manufacturer's warranty and service, including any related software.

**7. CHANGES.**

**7.1 Buyer Changes.** Buyer may, by written notice to Supplier, make changes to an Order at any time prior to Supplier's shipment of the Goods in that Order. Supplier agrees to promptly accept any such changes, of which agreement shall not be unreasonably withheld.

**7.2 Supplier Changes.** Supplier shall provide Buyer with 120 days' notice of planned end-of-life for any Goods purchased by Buyer promptly upon becoming aware of any such change.

**8. INDEMNIFICATION.**

**8.1 Indemnity.** Supplier shall indemnify and hold harmless Buyer, its officers, directors, employees, Affiliates and agents (each an "**Indemnified Person**"), from and against claims, demands, damages, liabilities, losses, costs or deficiencies of any nature (including, without limitation, the costs of investigation and reasonable attorneys' fees) (a "**Claim**") arising from or in connection with Supplier's performance under the Purchase Contract, unless caused by the sole negligence of an Indemnified Person.

**8.2 Procedure.** Upon receipt by an Indemnified Person of a Claim, the Indemnified Person shall give written notice thereof to Supplier, although failure to do so shall not affect the right to indemnification except to the extent of actual prejudice. Supplier may not settle any Claim on behalf of the Indemnified Person without first obtaining the Indemnified Person's written authorization if such settlement includes a criminal penalty against the Indemnified Person, an injunctive order or other limitation on the Indemnified Person's conduct or business or a statement that the Indemnified Person was liable or otherwise responsible for the Claim. The Indemnified Person may employ its own counsel at its own expense and, at Supplier's reasonable request and expense, shall cooperate and assist Supplier with respect to the negotiation, defense or settlement of any Claim. In the event of a settlement of a Claim, each Party agrees not to disclose the terms of the settlement without first obtaining the other Party's written consent. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for an Indemnified Person either the right to continue using and selling the Goods or replace or modify the Goods to make them non-infringing.

**8.3 Buyer's Rights.** Supplier shall notify Buyer in a timely manner (not to exceed five (5) business days) after learning of any actual or threatened Claims, suits, actions or legal proceedings that may in any way affect Buyer's interests under the Purchase Contract.

**9. INTELLECTUAL PROPERTY RIGHTS.**

**9.1 Ownership.** Each Party retains its existing rights in its Intellectual Property.

**9.2 Rights in Goods.** Supplier represents and warrants that it has sufficient rights in all Goods and Intellectual Property that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.

**10. PROPRIETARY INFORMATION.** If the Parties have previously executed Buyer's Non-Disclosure Agreement ("**VO NDA**"), and the VO NDA is in effect as of the date of an Order, then such agreement shall govern the treatment of confidential information and the provisions of Schedule 1 shall not apply. If the Parties have not entered into such an agreement, then the provisions of Schedule 1 shall apply.

**11. TERMINATION.**

**11.1 Default.** Buyer may cancel all or part of the Purchase Contract, including any Order(s), if: (i) Supplier fails to deliver the Goods by the applicable Delivery Date; or (ii) Supplier breaches any other provision of the Purchase Contract or fails to make sufficient progress, so as to endanger performance of the Purchase Contract, and, in either of these two circumstances, does not cure the failure within ten (10) days after receipt of notice from Buyer specifying the failure.

**11.2 Consequences of Termination for Default.** Supplier shall fulfil any part of an Order that is not cancelled. If Buyer terminates for default, in addition to any other remedy specified in the Purchase Contract (and without double counting), Buyer will receive a refund of all fees, expenses and costs paid by Buyer that are attributable to the breach or default.

**11.3 Automatic Termination.** The Purchase Contract shall terminate automatically upon Supplier's suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

**11.4 Convenience.** Buyer may terminate all or part of the Purchase Contract, including any Order(s), for its convenience by giving written notice to Supplier, and Buyer's only obligation to Supplier shall be payment for Goods actually delivered prior to the termination date specified by Buyer. If Buyer terminates only a part of an Order, Supplier shall continue all work not terminated.

**12. COMPLIANCE WITH LAWS.**

**12.1 General.** Supplier shall comply with all applicable laws and regulations, including without limitation those pertaining to U.S. Export Controls or related to: (i) the manufacture or provisioning of Goods, (ii) the shipping of Goods and (iii) the configuration or content of Goods for the use intended by Buyer. Supplier shall notify Buyer in writing immediately if Supplier is suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government.

**12.2 Export Compliance.** Supplier shall comply with export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure or provision of Goods or related software or technology including, without limitation, the (i) Export Administration Regulations; (ii) International Traffic in Arms

Regulations; and (iii) Foreign Assets Control Regulations and associated Executive Orders. If Supplier is in the business of manufacturing, exporting or brokering USML items, Supplier represents that it maintains registration with the Directorate of Defense Trade Controls as required by applicable laws.

**13. TOXIC, HAZARDOUS, CARCINOGENIC SUBSTANCES AND MATERIALS OF CONCERN.** Supplier represents and warrants that the Goods and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of the U.S., and that nothing prevents the sale or transport of the Goods or substances in Goods in the U.S. and that all such Goods and substances are appropriately labelled, if labelling is required.

**14. NEWS RELEASES/PUBLICITY.** Supplier shall not make or authorize any press release, advertisement, or other disclosure that relates to an Order or the relationship between Buyer and Supplier or make use of Buyer's name or logo, without Buyer's prior written consent.

**15. NOTICES.** All notices and other communications will be given in writing and either: (i) personally delivered; (ii) sent by confirmed facsimile or email; or (iii) sent to a Party at its corporate address by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The notice will be deemed delivered: (a) upon actual receipt if personally delivered or sent by overnight courier; (b) the next business day after transmission, if electronically transmitted (and the sender will bear the burden to prove delivery); and (c) as of the delivery date indicated on the receipt issued by the postal service, if sent by U.S. mail pursuant to this Section; and (d) as of the date of the failure or refusal if the addressee fails or refuses to accept delivery.

#### **16. GENERAL PROVISIONS.**

**16.1 Governing Law; Jurisdiction.** The Purchase Contract will be governed by and construed according to the laws of the State of California, without giving effect to the conflicts of law principles of that or any other jurisdiction. Any dispute relating to the Purchase Contract shall be heard by the state and federal courts located in Los Angeles County, California, and Supplier hereby expressly consents to the personal jurisdiction of such courts. In any litigation regarding the Purchase Contract, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

**16.2 Complete Agreement.** The Purchase Contract constitutes the entire agreement between Buyer and Supplier with respect to the subject matter hereof. Any terms and conditions proposed in Supplier's acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms herein are hereby rejected. If the Order is an acceptance of Supplier's prior offer, such acceptance is limited to the express terms set forth in the Order.

**16.3 Conflicts.** If there are any inconsistencies or conflicts between the Order, these Terms and Conditions, and if applicable the VO NDA, precedence will be given in the following order: (i) the terms and conditions of the Order; (ii) the VO NDA; and (iii) these Terms and Conditions.

**16.4 Miscellaneous.** None of the terms or provisions of the Purchase Contract shall be modified or

waived, and the Purchase Contract may not be amended, except by a written instrument signed by the Party against which any modification, waiver or amendment is to be enforced. No waiver of any one provision shall be considered a waiver of any other provision, and the fact that an obligation is waived for a period of time or in one instance shall not be considered to be a continuing waiver. Supplier may not assign any of its rights or obligations under the Purchase Contract without Buyer's prior written consent. Buyer may assign the Purchase Contract to any successor or affiliate without prior consent. The validity, legality or enforceability of the remainder of the Purchase Contract will not be affected even if one or more of the provisions of the Purchase Contract will be held to be invalid, illegal or unenforceable in any respect. All obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Order, including but not limited to warranties, indemnifications and intellectual property (including rights to and protection of intellectual property and proprietary information) shall survive the expiration or termination of the Order.

#### **17. DEFINITIONS.**

**17.1 "Affiliate"** of a Party means any entity other than a Party that directly or indirectly controls, is controlled by or under common control with such Party.

**17.2 "Delivery Date"** means the date of delivery for Goods as specified in an Order.

**17.3 "Goods"** means goods, supplies, software, drawings, data, manuals, other specified documentation, or items that are required to be delivered to Buyer pursuant to, or in connection with, an Order.

**17.4 "Intellectual Property"** means all patents, copyrights, mask works, industrial property rights, trademarks, trade secrets and other rights and confidential information of a similar nature and of all kinds and other similar proprietary rights which may subsist in any part of the world, whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations.

**17.5 "Order"** means Buyer's purchase order and any documents and schedules attached thereto, including without limitation Specifications, statements of work, drawings, and other documents sent by Buyer to Supplier to initiate the order of Goods and which shall include change notices, supplements, amendments or modifications thereto.

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

**17.7 "Purchase Contract"** means the Order, these Terms and Conditions, and if, applicable, the VO NDA.

**17.8 "Specifications"** means all requirements and performance standards with which the Goods must comply, including, without limitation, drawings, instructions and standards, descriptions and specifications contained in Supplier's literature or proposal or descriptions furnished or specified by Buyer.

**17.9 "Terms and Conditions"** means this document, including Schedule 1 if applicable, regardless of whether modified or unmodified by the Parties.

## SCHEDULE 1 CONFIDENTIALITY PROVISIONS

### **Definitions.**

“Disclosing Party” means the party disclosing information to the other party in furtherance of this Agreement.

“Proprietary Information” means any confidential or proprietary information, including, but not limited to any technical data or know-how, trade secrets, or commercial, technical, scientific, financial, organizational, or other valuable aspects of the Disclosing Party’s or its Affiliates’ business, including, without limitation, technologies, products, inventions, processes, methods, designs, formulas, product and business plans, intentions or opportunities, product specifications, customer and/or vendor names, financial data, costs, profits, compensation, in whatever form, which is developed by, owned by, licensed to or under the control of the Disclosing Party or its Affiliates and is received by the Receiving Party from the Disclosing Party in furtherance of or pursuant to this Agreement. The existence of this Agreement, its terms and provisions and the activities pursuant to it shall be considered Proprietary Information. Proprietary Information shall also include any and all information which contains or otherwise reflects or is derived, directly or indirectly, from any material supplied by the Disclosing Party, as well as any and all notes, analyses, compilations, studies or other documents prepared by the Receiving Party or its Affiliates, or the officers, directors, employees, agents, consultants, professional advisors or representatives or persons retained and engaged by any of the foregoing (collectively, “Representatives”) which contain or otherwise reflect or are derived, directly or indirectly, from such information.

“Receiving Party” means the party receiving information from the other party in furtherance of this Agreement.

**Obligations.** Each Party shall (a) treat all Proprietary Information received from the other Party (or its Affiliates or agents) confidentially, holding such information in strict confidence and protecting it with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive Proprietary Information; (b) not disclose such information to third parties, without the prior written consent of the Disclosing Party; (c) not use such information for any purpose other than the consideration of the matters contemplated or the performance of the Purchase Contract; and (d) destroy or return to the Disclosing Party all copies of any such information or any other information incorporating such Proprietary Information, including notes pertaining thereto, at the request of the Disclosing Party.

**Limitations on Obligations.** The restrictions on use and the obligations of confidentiality contained in the Purchase Contract will not apply to any information that the Receiving Party can demonstrate (i) is then in the public domain by acts not attributable to the Receiving Party, its representatives or Affiliates, (ii) is disclosed to a third party on an unrestricted basis by the party to whom it belonged, (iii) is hereafter received on an unrestricted basis by the Receiving Party from a third party source who to the Receiving Party's knowledge is not and was not bound by confidentiality obligations to the Disclosing Party, or (iv) was known to the Receiving Party as shown by its written records prior to the date of disclosure hereunder.

**Term.** The obligations set forth herein as to any Proprietary Information shall continue for three (3) years from the date on which such Proprietary Information was disclosed.

**Enforcement.** Each party agrees to notify the other immediately on learning of any possible breach of this Schedule 1. Without limiting the rights and remedies otherwise available to it, each party agrees that the other would be irreparably harmed by any breach or threatened breach of this Schedule 1 and accordingly that the injured party shall be entitled to injunctive relief without the necessity of posting any bond or other surety.

**Actions if Disclosure is Required.** If the Receiving Party is requested pursuant to, or required by, applicable law or regulation or by legal process to make any disclosure otherwise prohibited hereunder, it shall provide the Disclosing Party with prompt notice of such requests or requirements prior to disclosure so that (a) the Disclosing Party (with the reasonable cooperation of the Receiving Party) may seek an appropriate protective order or other remedy and/or (b) the parties can seek in good faith to agree on the appropriate scope and approach to disclosure.