

# TERMS AND CONDITIONS – DOMESTIC SERVICES



These Terms and Conditions apply to any Order(s) between **Virgin Orbit, LLC**, a Delaware limited liability company (“**Buyer**” or “**Virgin Orbit**”) 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). Buyer reserves the right to change these terms and conditions at any time without prior notice.

**1. ACCEPTANCE; SCOPE OF SERVICES.** 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. Supplier shall furnish the Services, and any related Goods, as set forth in the Order during the term of this Contract.

**2. SCHEDULE.** Time is of the essence in Supplier’s performance and Supplier shall strictly adhere to the schedule specified in the Order. Any additional fees associated with Buyer’s specific requirements for the Order, will only be considered as payable upon Supplier’s performance of the completed requirements under the Order.

**3. PAYMENT.** Unless otherwise specified in the Order, payment terms shall be net 45 from date of receipt of an accurate invoice for each Service and/or Good under the Order and shall not be subject to any economic price adjustment. Any additional time, expense, and/or cost not specified in the Order must be pre-approved in writing by Buyer. Buyer shall have no liability to Supplier for any expenses or costs incurred or invoiced by Supplier that are unreasonable or that were not pre-approved in writing by Buyer.

**4. PERFORMANCE/WARRANTY.** Supplier represents, warrants, and covenants that (a) its personnel designated to perform the Services for Buyer are adequately trained, experienced, supervised, and licensed to perform the Services, (b) all Services and related Goods will conform in all material respects to the specifications in the Order, and (c) it will comply with all applicable laws, regulations, rules, and ordinances. Supplier will abide by the On-Site Agreement attached hereto as Schedule 2, which is incorporated herein.

**5. INDEPENDENT CONTRACTOR.** The relationship between the parties is that of a service provider and customer; nothing in this Contract shall be construed to create any agency, partnership, joint venture, or joint employer relationship. Any direct, indirect, existing or former employee or contractor of Supplier (“**Supplier’s Employees**”) is not entitled to any benefits provided to employees of Buyer or its Affiliates. Buyer shall not have the authority, directly or indirectly, to hire, fire, discipline, or otherwise affect the terms and conditions of Supplier’s Employees. Supplier is solely responsible for the manner and hours in which the Services are performed under this Contract.

**6. GOODS.** To the extent Supplier must provide Goods in connection with the Services, Supplier agrees to comply with the applicable provisions of the Terms and Conditions located at <https://virginorbit.com/wp-content/uploads/2019/04/190419-Terms-and-Conditions-Domestic-Purchase-Orders.pdf>, which is incorporated herein by reference.

## 7. INTELLECTUAL PROPERTY RIGHTS.

**7.1 Ownership.** Each party retains its existing rights in its Intellectual Property and shall have sole ownership of any enhancements, derivatives or improvements to its Intellectual Property developed during this Contract, regardless of which party created any of the new Intellectual Property.

**7.2 Supplier’s Rights.** Supplier represents and warrants that (a) it has sufficient rights in all Intellectual Property used to perform the Services under, or transferred to Buyer in connection with, this Contract, and (b) it may do the foregoing without infringing the rights of any third parties.

## 8. TERMINATION.

**8.1 Default.** Buyer may cancel all or part of the the Contract if Supplier: (i) fails to deliver the Services and/or related Goods within the time or method specified in the Order; or (ii) breaches any other provision of this Contract or fails to make sufficient progress, so as to endanger performance of this Contract, and in either of these two circumstances under item (ii), does not cure the breach or failure within ten (10) days after receipt of notice from Buyer specifying the problem. Supplier shall fulfil any part of the Order that is not cancelled.

**8.2 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 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.

**8.3 Convenience.** Buyer may terminate all or part of the Order or the Contract for its convenience by giving written notice to Supplier, and Buyer’s only obligation to Supplier shall be payment for Services actually performed and Goods actually delivered prior to the termination date specified by Buyer. If Buyer terminates only a part of the Order, Supplier shall continue all work not terminated.

**8.4 Automatic Termination.** This Contract shall terminate automatically upon either party’s suspension of business, insolvency, appointment of a receiver for a party’s property or business, or any assignment, reorganization, or arrangement by a party for the benefit of its creditors.

**9. REMEDIES.** In the event of breach by Supplier of any of the provisions in this Contract, Buyer may, in addition to such other rights and remedies Buyer may have under law or this Contract, apply to any court of law or equity having jurisdiction to enforce this Contract, and/or may apply for injunctive relief against any act which would violate any of the provisions of this Contract, all without the necessity of posting any bond.

## 10. INDEMNIFICATION.

**10.1 Indemnity.** Supplier shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, Affiliates and agents (each an “**Indemnified Person**”), from, for, and against all claims, actions, damages, liability, settlement, and attorneys’ fees and expenses (a “**Claim**”) based upon or arising out of Supplier’s breach of any representation, warranty, or covenant pursuant to this Contract or Supplier’s acts or omissions in connection with Supplier’s performance under this Contract.

**10.2 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/or selling the Goods or replace or modify the Goods to make them non-infringing.

**10.3 Buyer’s Rights.** Supplier shall notify Buyer within 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 Contract.

**11. ARBITRATION.** Supplier agrees that it will pursue all disputes it wishes to bring against Buyer (the “**Disputes**”) exclusively in binding arbitration, to take place in Long, Beach, California and in accordance with California law. The arbitration proceedings will be conducted by an arbitrator from the American Arbitration Association (“**AAA**”). Buyer will choose an arbitrator from a panel presented by the AAA. Each party will be responsible for its own expenses incurred in connection with pursuing the arbitration, including its attorneys’ and advisors’ fees and related costs. Supplier will reimburse Buyer for these fees and costs if it does not prevail in the arbitration. Supplier acknowledges that Supplier gives up the right to litigate the Dispute in court or to submit them to a jury. Except where prohibited by law, Supplier agrees to (i) submit only its own, individual claims and not seek to represent the interests of any other person in arbitration or otherwise, and (ii) waive the right to assert any claims or counterclaims against Buyer as a representative or member in any class or representative action, whether in arbitration or otherwise. Supplier agrees that the arbitrator will have the power to award any remedies available under applicable law, including the prevailing party’s reasonable attorneys’ fees and costs, in the event that any legal action or arbitration is commenced of any kind or character. The

arbitrator’s decision shall be final and binding on the parties, and may be entered in any court having competent jurisdiction.

**12. PROPRIETARY INFORMATION.** Schedule 1 shall apply as described therein.

**13. FORCE MAJEURE.** Neither party will be liable to the other for any delays or failures in performance resulting from causes beyond its control and not due to its fault or negligence in reasonably anticipating and avoiding such delays or failures. Force majeure events will include without limitation, acts of God; fires; explosions; earthquakes; floods; epidemics; pandemics; quarantine restrictions; environmental issues; interruptions of essential services such as electricity, fuels, and water; adverse weather; acts of any governmental authority (in its sovereign and not contractual capacity) (including refusal, withdrawal or non-renewal of any governmental license, permit or approval necessary for the performance of this Contract, other than due to a lack of due diligence, a wrongful or negligent act, or an omission by the party claiming force majeure); embargoes; strikes (other than a strike involving the employees of Buyer, Supplier, or their respective third parties, including without limitation, subcontractors that are involved in activities relating to the performance of this Contract); wars; riots; revolutions; terrorism; and hijacking. This Section 13 will extend to the first-tier subcontractors of the party delayed or unable to perform only if such delay or failure to perform is due to causes beyond the control of such subcontractor and of the delayed party and the Service(s) and/or Good(s) provided by the subcontractor cannot be reasonably obtained from other sources. Notwithstanding the foregoing, in the event of a force majeure event, each party agrees to make a good faith effort to perform its obligations hereunder, including exercising work-around plans or obtaining services from other sources. If the force majeure continues for more than ten (10) calendar days, then Buyer may, without penalty, terminate all or part of the Contract or modify payment, delivery or other terms upon written notice to Supplier.

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

**15. CONFLICTS.** If there are any inconsistencies or conflicts between the Order and these Terms and Conditions, and if applicable the Virgin Orbit NDA (as defined in Schedule 1), precedence will be given in the following order: (i) the terms and conditions in the Order; (ii) the Virgin Orbit NDA; and (iii) these Terms and Conditions.

**16. GENERAL.** All notices and other communications under this Contract will be given in writing and deemed to have been given when delivered, emailed, or mailed by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. This Contract shall be governed by and interpreted under the laws of the state of California, without regard to conflicts of law principles. This Contract may be executed in counterparts. This Contract constitutes the entire understanding and agreement between the parties regarding its subject matter and supersedes all prior understandings, agreements, communications and representations, whether written or oral, regarding such subject matter. None of the terms or provisions of this Contract shall be

modified or waived, and this Contract may not be amended or terminated, except by a written instrument signed by the party against which any modification, waiver, amendment, or termination is to be enforced. If any of the provisions of this Contract are invalid under any applicable law or regulation, such provisions or portions thereof are deemed to be omitted without affecting the remaining terms and conditions hereof. No failure or delay by a party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of that or any other right, power, or privilege. The handling of information or materials under this Contract (including, without limitation, disclosure, use, storage, and any export) is subject to all applicable export control laws and regulations, including but not limited to the California Transparency Act. Supplier may not assign any of its rights or obligations under this Contract without Buyer's prior written consent. Buyer may assign this Contract to any successor or Affiliate without prior consent. All obligations and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Contract, including without limitation warranties, indemnifications, confidentiality, and intellectual property (including rights to and protection of proprietary information and intellectual property) shall survive the expiration or termination of this Contract. Each party represents that it has the full right and authority to enter into this Contract.

## **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** "Contract" means the Order, these Terms and Conditions, and if, applicable, the Virgin Orbit NDA (as defined in Schedule 1).

**17.3** "Goods" means goods, materials, 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 perform the Services and which shall include change notices, supplements, amendments or modifications thereto.

**17.6** "Terms and Conditions" means this document, including Schedule 1 and Schedule 2, whether modified or unmodified by the parties.

## Schedule 1

### CONFIDENTIALITY PROVISIONS

If the parties have previously executed Buyer's Non-Disclosure Agreement ("Virgin Orbit NDA"), and the Virgin Orbit 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 executed the Virgin Orbit NDA or the Virgin Orbit NDA is not in effect at the date of an Order, then the provisions of Schedule 1 shall apply.

#### Definitions.

"Disclosing Party" means the party disclosing information to the other party in furtherance of this Contract.

"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 Contract. The existence of this Contract, 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 Contract.

**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 Contract; and (d) upon expiration or termination of this Contract, any Proprietary Information disclosed by or on behalf of the Disclosing Party to the Receiving Party, and any copies, summaries and/or compilations made of or from such Proprietary Information shall be returned or, at Disclosing Party's option, destroyed and a certification of such destruction transmitted to the Disclosing Party, except that upon written request and if required to comply with the Receiving Party's internal archiving policies or applicable laws, Receiving Party may retain an electronic copy of the Disclosing Party's Proprietary Information, which will remain confidential pursuant to the terms of this Contract.

**Limitations on Obligations.** The restrictions on use and the obligations of confidentiality contained in the 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 without the use of or reference to Proprietary Information as evidenced by competent and contemporaneous documentation.

**Term.** The obligations set forth herein as to any Proprietary Information shall continue for five (5) 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.

## Schedule 2

### ON-SITE AGREEMENT

As a condition of Supplier's visit(s) to or assignment to perform Services for Buyer and Buyer's office, including, but not limited to 4022 East Conant Street, Long Beach, CA 90808 ("Premises"), the Supplier agrees to abide by the terms and conditions of this On-Site Agreement as follows:

1. Supplier and Supplier's Employees:

- a. will remain in **authorized areas only** (limited to the work areas, kitchen area/cafeteria, and rest rooms) with an approved Buyer escort as required;
- b. will not take photographs or videos on or of the Premises without approval from Buyer's legal team;
- c. will not bring weapons of any kind onto the Premises;
- d. will not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for non-medical reasons) or alcoholic beverages while on the Premises;
- e. will not have in its possession hazardous materials of any kind on the Premises without Buyer's authorization;
- f. will promptly notify Buyer of any accident or security incident, including injury to persons or property or harassment and provide Buyer with a copy of any accident or incident report involving the above;
- g. acknowledge that all persons, property, and vehicles entering or leaving the Premises are subject to search;
- h. will comply with Buyer's applicable rules, including without limitation those listed in Buyer's NDA(s), safety, security and anti-harassment rules;
- i. understands the Premises are restricted and may not invite other persons to visit the site without prior written permission from Buyer's Legal Department;
- j. are not authorized to sign any documents on Buyer's behalf;
- k. may not request or give yourself administration rights to any Buyer computer equipment;
- l. will limit access to computer-based information systems, databases, and/or files containing data and/or information that is not related to the Services;
- m. will not use, analyze, copy (including printed copies), download, merge, modify, reverse compile or reverse engineer any software, data and/or information residing in, or associated with Buyer computer-based information systems;
- n. will only use accessed data and/or information for the sole purpose of performing services with or for Buyer;
- o. will not let any unauthorized person onto the Premises.