

As used herein, the vendor named on the Purchase Order ("Order") will be named "Vendor", and the Kimberly-Clark entity named on the Purchase Order will be named "Buyer".

1. Acceptance – Agreement: Any conduct by Vendor recognizing the existence of an agreement (including by providing any goods and/or services referred to in this Order ("Goods" and "Services" respectively) shall be deemed an acceptance without exception of the terms of this Order. Any addition or other modification in these terms or in quantities, prices or deliveries which is contained in any acknowledgment, invoice, other form or communication from Vendor is hereby objected to and rejected, notwithstanding Buyer's acceptance of delivery or payment for Goods or Services. Any change or variation to this Order shall only be effective if agreed in writing by Buyer.

2. Changes: Buyer may at any time make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, method of transportation or other terms of this Order, which changes Buyer shall document in writing and which Vendor shall immediately implement. If any such changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be reflected in Buyer's written change notice, without which Vendor has no authority to proceed. Vendor agrees to accept any and all changes subject to this paragraph.

3. Termination for Convenience of Buyer: Buyer may at any time terminate this Order or any part hereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Vendor shall be paid a reasonable termination charge reflecting the percentage of the work performed prior to termination notice, plus actual direct costs resulting from termination. Vendor shall not be paid for any work performed after receipt of the termination notice, except that necessary to effect termination, nor for any costs incurred which reasonably could have been avoided. Any claims by Vendor under this paragraph must be asserted in writing in detail within thirty (30) days of receipt of Buyer's termination notice.

4. Termination for Cause: Buyer may also terminate this Order or any part hereof for cause if the Vendor fails to comply with any of the terms of this Order or is otherwise in default hereunder. In such event, Buyer shall not incur any liability for such termination, and without prejudice to any other remedy Buyer may have, Vendor shall be liable to Buyer for any and all damages sustained by reason of the default.

5. Delivery: TIME IS OF THE ESSENCE for delivery of Goods and completion of Services. For late delivery or completion, in addition to its other rights, Buyer may return Goods or terminate all or any part of this Order and charge Vendor with all costs, expenses and damages associated with such return or termination. Delivery terms are stated on the front of this Order, but if not, Goods shall be delivered as follows: (1) Domestic - F.O.B. (UCC) at Buyer's shipping address; and (2) International – F.O.B. (named Origin Port) Incoterms 2010). UCC means Uniform Commercial Code provisions of applicable law. Buyer has the right to select routes and carriers if the delivery term obligates Buyer to pay or reimburse transportation charges. Buyer may delay delivery and/or acceptance for causes arising beyond its control.

6. Inspection/Testing: Upon notice, Buyer may make inspection visit(s) at the site where the Goods are being designed or manufactured or Services performed. Upon request, Vendor shall provide Buyer with written or verbal reports relating to the status of its performance hereunder. Neither any inspection, testing, delivery nor payment for the Goods and Services delivered hereunder shall constitute acceptance thereof. Buyer may reject any Goods or Services which are in Buyer's judgment defective or nonconforming. Goods rejected or those which are supplied in excess of quantities called for herein may be returned to Vendor at its expense. In addition, Buyer may charge Vendor all expenses of unpacking, examining, repacking and reshipping such Goods. In the event Buyer receives Goods or Services whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing in this Order shall relieve the Vendor from the obligations of testing, inspection and quality control.

7. Insurance: Vendor shall obtain and maintain, at its sole expense, insurance from companies with an AM Best Rating of A- or better during the term of this Order. Policies should be written on an occurrence basis with minimum limits as set forth: Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate; Workers' Compensation, statutory limits for all states of operation; Employers Liability insurance of \$1,000,000 each accident/disease, each employee/disease; Business Automobile Liability insurance covering all owned, hired and non-owned vehicles of \$1,000,000 combined single limit, each accident, including all statutory coverage. Upon request, Vendor shall provide Buyer with a certificate of insurance as satisfactory evidence that such insurance is in effect, listing Buyer as an additional insured.

8. Indemnification: Vendor shall defend, indemnify and hold harmless Buyer against all damages, claims, costs and expenses (including attorneys' fees) related to claims by third parties arising out of or resulting from the Goods or Services purchased hereunder, or from any act or omission of Vendor, its agents, employees or subcontractors or which otherwise arises as a result of Vendor's performance of this Order including, without limitation, all liabilities to its employees, agents and subcontractors including liability for personal injury or death arising out of or resulting from providing such Goods or the performance of such Services, except to the extent any such liability, damages, claims, costs and expenses are proximately caused by negligent act or omissions or intentionally tortious conduct of Buyer.

9. Patents: Property Rights: Vendor shall indemnify, hold harmless, and, if requested by Buyer, defend Buyer against any and all claims, including but not limited to claims of Buyer's customers, that Goods or Services sold hereunder infringe any U.S. or foreign letters patent, copyright, trademark or any other rights and against any and all claims of unfair competition or trade secret violations, provided Buyer gives Vendor prompt notice of any claim or proceeding and, at Vendor's expense, gives Vendor necessary information and assistance; and Vendor shall defend, indemnify and hold Buyer and its customers harmless against any and all expenses, losses, royalties, profits, damages and costs (including attorneys' fees) resulting from any such claim or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such claim or proceeding if it so desires.

All copyrightable material arising out of anything done pursuant to this Order shall constitute works made for hire/works made in the course of employment. Vendor agrees that this Order constitutes an assignment of such rights to Buyer and agrees without cost or expense to Buyer to take such further appropriate action to assign such rights.

10. Proprietary Information - Confidentiality - Advertising: Unless specifically and comprehensively covered by the confidentiality, nondisclosure and non-use provisions of another document signed by Buyer and Vendor (a) all information furnished by Buyer or any other person acting on behalf of Buyer and all information learned or observed about Buyer or its operations through performing this Order is confidential and Vendor shall not disclose any such information to any other person, or use such information for any purpose other than performing this Order without Buyer's express written consent and (b) all information in tangible form, including drawings, samples, models, specifications, or other documents provided by Buyer or prepared by Vendor for Buyer shall be returned to Buyer promptly upon request. Vendor shall not publicize the fact that Buyer has contracted to purchase Goods or Services from Vendor, nor shall any information relating to this Order be disclosed without Buyer's written consent. Unless otherwise agreed in writing, no information disclosed by Vendor to Buyer shall be deemed confidential and Vendor shall have no rights against Buyer with respect to Buyer's use thereof.

11. Data Privacy:

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, device, or household, including without limitation any information that constitutes "personal information" or "personal data" (or similarly named term) under any applicable data privacy or data protection law that is provided by Buyer to Vendor, made accessible to Vendor by Buyer, or collected or otherwise processed by Vendor on Buyer's behalf in connection with the performance of this Order.

a. General

i. Vendor acknowledges that in the course of providing the Goods and/or Services, Buyer may supply or make available to Vendor or instruct Vendor to collect or process on its behalf Personal Information, and, at all times, Vendor shall (1) comply with all applicable data privacy and data protection laws and regulations and (2) provide, based on the nature, volume, and context of processing Personal Information, the level of privacy protection and adequate security controls for Personal Information as required by applicable data privacy and data protection laws and regulations.

ii. Vendor shall promptly and in good faith execute any and all agreements that Buyer is required to have Vendor execute to support Buyer's compliance with any applicable laws and regulations.

b. Processing

i. Vendor shall only process Personal Information for the purposes necessary for providing the Goods and/or Services. Unless otherwise permitted by another duly executed agreement with Buyer or as otherwise required under applicable law to which Vendor is subject, Vendor shall process Personal Information only on behalf of and in accordance with documented instructions from Buyer. In the event Vendor believes another applicable law requires processing not previously approved by Buyers, Vendor shall inform Buyer of the relevant law before processing the Personal Information, unless that law prohibits such disclosure on important grounds of public interest. Vendor shall immediately inform Buyer if, in Vendor's opinion, an instruction from Buyer conflicts with any applicable law.

ii. Other than as expressly permitted by agreement with Buyer or as strictly necessary to provide the Goods and/or Services, Vendor shall not share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing or by electronic or other means, Personal Information to any party or person for any purposes, including marketing or advertising (e.g., targeted advertising, cross-context behavioral advertising), whether or not for monetary or other valuable consideration. For purposes of this Addendum, the terms “targeted advertising”, “cross-context behavioral advertising,” “sell” and “share” shall have the meanings ascribed to them (and similar terms such as “sale”) in the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020.

iii. To the extent Buyer shares de-identified information that cannot reasonably be used to infer information about or otherwise be linked to a particular individual, household, or device, Vendor shall not reverse engineer or re-identify the information to reveal the identity of the individual, unless strictly required to provide the Goods and/or Services and must take other reasonable measures to ensure that the information cannot be associated with a particular individual, household, or device. Vendor shall not use Personal Information to create any derivative work or product for the benefit of Vendor or any other party unless strictly required to provide the Goods and/or Services or as expressly agreed by the Buyer.

c. Obligations of Vendor Personnel: Without prejudice to any clause addressing confidentiality in this Order or other agreement of the parties, Vendor will ensure that its personnel are subject to binding obligations of confidentiality with respect to Buyer’s Personal Information.

d. To the extent the Vendor directly collects Personal Information or with respect to any Personal Information it may provide to Buyer under this Order, Vendor shall provide to all data subjects prior, lawful privacy- and data security-related notices and disclosures sufficiently detailing how Personal Information will be processed, and, as applicable, obtain and manage consents and permissions from such individuals.

e. Upon termination or expiration of the Order, the Vendor shall, at Buyer’s request, promptly delete or return all Buyer Personal Information in its possession and delete the copies thereof (unless applicable law requires a greater period of retention by Vendor of Buyer’s Personal Information) and shall certify to Buyer that it has done so.

f. Vendor shall cooperate and assist Buyer with its timely, lawful compliance with individual requests to exercise rights in connection with data privacy and data protection laws governing the Personal Information processed by Vendor.

In the event that the relationship between Buyer and Vendor is that of controller-to-processor with Vendor acting as processor, Vendor shall promptly inform Buyer in writing of any requests it receives from individuals with respect to their Personal Information and shall not respond to such individual without Buyer’s written approval. Vendor also shall direct the requesting individual to submit the request directly to Buyer by contacting Buyer as described in its applicable then-current privacy policy.

In the event that the relationship between Buyer and Vendor is that of controller-to-controller, then the parties shall intake and process individual requests to exercise rights in connection with data privacy and data protection laws in accordance with applicable law and regulation.

g. Cross-border Transfers Subject to Adequacy Mechanisms

i. To the extent that any Buyer Personal Information collected from residents of the EEA, UK, or any other country or territory in which restrictions are imposed on the transfer of personal data across borders under applicable privacy laws is processed by Vendor in a country not officially recognized by the European Commission, the government of the UK, or other applicable country government or regulator as offering an adequate level of data protection, the terms of a transfer from Buyer to Vendor shall be governed by the EU Standard Contractual Clauses (SCCs) available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj (and any other adequacy mechanism as set out below) for the transfer of Personal Information.

ii. The relationship between Buyer and Vendor, whether controller-to-processor, controller-to-controller, or otherwise, and the corresponding SCC module as provided in the link in Section 11(g)(i), shall be determined by which party(ies) determine the means and purposes for processing Personal Information. Shall Vendor take any action in which it determines such means and/or purposes, Vendor shall be considered a data controller. In the event of a disagreement as to the status of the parties, the parties agree to cooperate in good faith to resolve such question.

iii. As regards the SCCs, the following elections shall be considered in effect:

- Clause 7 shall remain;
- Clause 9(a) option 1 and thirty (30) days shall be the advance notice timeframe (if applicable based on the SCC module in effect);

- Clause 11's optional language shall be struck;
- Clause 13(a) option 1;
- Clause 17 shall be option 1 with the selection being the law of the Netherlands;
- Clause 18 shall be the courts of the Netherlands;
- Appendix, Annex I:
 - The name, contact details, relevant data transfer activities shall be as set out in this Order and/or its underlying master agreement and any related statements of work.
 - The contact person for each party shall be the name of the privacy office or officer set forth in underlying master agreement or, if not named there, as named in each party's relevant privacy policy.
 - The Buyer entity shall be the exporter and the Vendor entity shall be the importer.
 - The description of the transfer shall be as set out in this Order and/or its underlying master agreement and any related statements of work.
 - The competent supervisory authority for Annex I(C) shall be The Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Praha 7; posta@uoou.cz.
- Appendix, Annex II:
 - The technical and organizational measures Vendor has previously represented to Buyer as being in effect or as required by this Order and/or its underlying master agreement and any related statements of work shall be considered listed in Annex II.
- Appendix Annex III:
 - Any previously named subprocessors approved by Buyer shall be considered listed in Annex III. Vendor is responsible for obtaining Buyer's approval for use of new subprocessors as required by Clause 9 of the SCCs.

iv. To the extent that any Personal Information collected from residents of the UK is processed outside the UK in a country not officially recognized by the government of the UK as providing an adequate level of data protection, the terms of the transfer shall be governed by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (the "UK SCCs"), available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, and the underlying Standard Contractual Clauses of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which the UK SCCs amend, with the following elections made and agreed to between the parties:

- The "Start date", "Parties' details", and "Key Contact" shall be the same as listed above in regard to the SCCs;
- The second box of the first row of Table 2: Selected SCCs, Modules and Selected Clauses shall be considered marked;
- The module in operation shall be as determined by Section 11(g)(ii); and
- The remaining boxes in the row for the applicable module shall be as stated above in regard to the SCCs.
- The Appendix Information sought in Table 3 shall be as set forth above in regard to the SCCs.
- Both Exporter and Importer shall be marked for Table 4.

v. The parties may enter into to the SCCs or other applicable cross-border data transfer adequacy mechanism as a separate document, which shall be incorporated herein as part of this Order. To the extent this section 11(g)(v) and a separate, subsequently executed cross-border data transfer mechanism conflict, the terms of the latter shall control.

vi. If, for whatever reason, the transfer of Personal Information pursuant to this Order ceases to be lawful, the Vendor shall either: (a) with Buyer's consent, implement an alternative lawful transfer mechanism; or (b) allow Buyer to terminate this Order at no additional cost to Buyer.

12. Data Security:

a. Vendor shall implement appropriate technical and organizational measures, which include but are not limited to reasonable security practices appropriate to the nature of the Personal Information and other data required to deliver Goods or Services, to protect Personal Information and other data provided by K-C against unauthorized or unlawful processing and against accidental loss, destruction, use, damage, alteration or disclosure and to establish and maintain, in writing, an information security and privacy program that meets or exceeds the requirements of this Order's terms, acceptable security frameworks such as ISO 27001 or NIST, and all applicable laws and regulations.

b. Carry out no less than annually an independent, qualified third-party audit of its information security and privacy program (e.g., SSAE 18, SOC II), provide such audit findings to K-C, and shall implement at its expense any required safeguards as identified by such audits. As evidence of compliance of the obligations set out in this Order, the Vendor will, by the end of January each year during the term of this Order or

underlying master agreement, provide (and/or more frequently if requested by Buyer) an attestation from a duly authorized C-level executive of such compliance as well as any necessary information that Buyer may need to either validate Vendor's compliance with this Order or to effectuate its own compliance with data privacy and data protection laws and regulations. Buyer shall have the right, at its sole expense, to have a qualified third party perform an audit/assessment of Vendor privacy and security practices and controls. Following completion of such audit, Buyer shall notify Vendor in writing of any deficiencies ("Deficiencies") in comparison to such standards. Vendor shall, within thirty (30) days of such written notification, either correct such Deficiencies or provide Buyer with a plan that is reasonably acceptable to Buyer for remediating the Deficiencies. Unless and until (i) the Deficiencies are remediated, or (ii) an acceptable plan for remediating such Deficiencies is agreed to by the parties, Buyer may exercise such rights and remedies it deems appropriate under the circumstances, including, without limitation, suspending delivery of the Goods and/or Services and/or Vendor's access to Buyer systems and information. Vendor shall bear all reasonable costs for retesting and validations performed to verify the remediation of any Deficiencies.

13. Security Incidents: Upon becoming aware of or reasonably suspecting a loss of, unauthorized access or use of, or other similar compromise to Personal Information or other confidential, proprietary, or otherwise sensitive Buyer information (a "Security Incident"), Vendor shall:

a. immediately, but in no case longer than twenty-four (24) hours after it becomes aware of the Security Incident, notify Buyer in writing and investigate the reasons for and circumstances surrounding such Security Incident, preserving any potential forensic evidence relating to the security incident:

In its first communication of a Security Incident, provide all known information regarding (1) when and how the Security Incident was discovered; (2) the categories and approximate number of affected data subjects in each category; (3) the place of residence of the data subjects, if known; (4) the categories or specific elements of data accessed, used, or disclosed; (4) the approximate number of records that affected, if known; (5) the nature, cause, and duration of the Security Incident; (6) all reasonably likely impacts to Buyer and/or data subjects affected by the Security Incident; (7) the corrective action taken or proposed to be taken by Vendor;

b. as quickly as circumstances permit, plan and take reasonable and appropriate actions to identify and mitigate all vulnerabilities that were exploited, remove any malicious code, inappropriate materials, and other components and implement those security measures necessary to ensure that a similar Security Incident cannot occur and restore the Services to normal operation;

c. cooperate with Buyer immediately and on an ongoing basis to contain and remediate, to the extent practicable, the harmful effects of the Security Incident; consult in good faith with Buyer regarding remediation efforts; and make all reasonable efforts to assist and cooperate with Buyer in Buyer's, or any government body's, investigation of any Security Incident, including by preserving and making available to Buyer all relevant records, logs, files, or other relevant materials and regular updates;

d. undertake remediation, including all remedial efforts required by law, at its sole expense and reimburse Buyer for Buyer's reasonable costs or expenses (including, without limitation, all commercially reasonable notification-related costs, including but not limited to preparation and mailing or other transmission of any notifications or other communications to affected data subjects or others as Buyer deems reasonably appropriate, establishment of a call center or other communications procedure, and costs for commercially reasonable credit monitoring or similar services that Buyer determines are advisable under the circumstances), such as administrative costs, costs of legal action and attorney's fees, and payment of fines, penalties, settlements, and direct and consequential damages incurred in connection with the Security Incident and remediation efforts;

e. keep Buyer reasonably informed regularly of the progress of its Security Incident response activities; and

f. shall not make any public announcement (including, without limitation, website postings, and press releases) or notify affected individuals regarding without first notifying Buyer of Vendor's intent to take such actions.

14. Warranties: Vendor warrants that all Goods and Services delivered shall:

a. be new and strictly comply with all specifications, descriptions and other conditions of this Order;

b. be merchantable and free from defects;

c. be free from liens and encumbrances with good title conveyed upon payment of the purchase price;

d. be fit and safe for their intended purpose; and

- e. be in compliance with all applicable laws regardless of whether such laws relate to or are applicable to this agreement.

Vendor further warrants that it shall conduct itself and complete all activities related to this agreement in compliance with the highest standard of the trades or professions involved and that it shall employ the best technical practices, procedures, skill, care and judgment in the performance of any Services.

Vendor also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment incorporated into the Goods or Services, and shall perform its responsibilities so that such warranties or guarantees remain in full effect.

Vendor agrees to promptly replace or otherwise correct, without expense to Buyer, any of the Goods or Services which do not conform to the foregoing warranties. In the event that Vendor fails to promptly make such replacement or correction, Buyer may cause such replacement or correction to be made and charge Vendor for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance, and payment.

15. Assignments and Subcontracting: Vendor may not subcontract any part of this Order beyond that customary in the conduct of its business without Buyer's prior written consent. Neither party may assign this Order or amounts due hereunder without the prior written consent of the other party; provided, however, that if Buyer spins off or otherwise divests a portion of its business ("Divested Division"), Buyer may assign this Order or any part of this Order relating to the Divested Division, to the Divested Division or to any acquirer of such Divested Division without the consent of Vendor. To the extent that Buyer assigns this Order or any part hereof pursuant to the foregoing sentence, the rights and obligations under this Order or such assigned portion of this Order shall be binding on and inure to the benefit of the assignee.

Vendor shall not authorize any third party or sub-processor to process Buyer's Personal Information other than with the prior written consent of Buyer. Vendor shall impose data privacy and data security obligations on its sub-processors that are the same as or equivalent to those set out in this Order by way of written contract and shall remain fully liable to Buyer for any failure by a sub-processor to fulfil its obligations in relation to Buyer's Personal Information.

16. Waiver: Buyer's failure to insist on performance of any of the terms of this Order, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not effect a waiver of any other right or privilege, whether of the same or similar type.

17. Compliance with Law and Recognized Industry Standards: Warranties: Vendor warrants that all Goods shipped hereunder have been produced and all Services performed are in compliance with applicable local, state (or province) and federal law, rule, regulation, standard or code including (where appropriate), but not limited to, the Fair Labor Standards Act, environmental protection and occupational health and safety and the rules and regulations which Buyer has in effect at its facilities if Vendor's work or Services are performed at such facilities. Vendor shall be responsible for assuring compliance with such laws, rules, regulations, standards, and codes by all employees, subcontractors, and agents that it may engage in connection with this agreement. Vendor also warrants that it shall not do anything which would cause the work environment for Buyer's agents or employees not to be in compliance with the law. For purchases of Goods or Services subject to such provisions (a) Vendor's invoices shall contain a certification substantially as follows: "Vendor represents that these items were produced in compliance with all applicable requirements of the Fair Labor Standards Act and of regulations and orders of the U.S. Department of Labor issued thereunder" and (b) Vendor certifies and warrants that in the performance of this Order, Vendor shall at all times comply with the provisions of all 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 relating to obligations of government contractors and subcontractors is incorporated herein by reference: including the OFCCP Rules and Regulations, 41 CFR 60-1, et. seq., (including the reporting, record keeping and affirmative action program requirements) incorporating the Equal Opportunity Clause of Executive Order 11246, as amended, the maintenance of non-segregated facilities, Section 402 of the Vietnam Era Veterans' Readjustment Act of 1974, as amended (38 U.S.C. 4212), Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and their respective implementing regulations at 41 CFR part 60, Executive Order 13465 (Employment Eligibility Verification), Executive Order 13496 (Employee Rights Under National Labor Relations Act), Executive Order 11701 relating to the employment of veterans, and Executive Orders 11625 and 12138 relating to participation by minority and women-owned businesses and the utilization of concerns owned and controlled by socially and economically disadvantaged individuals.

Payment Card Processing: To the extent the Vendor is providing services related to payment card processing, Vendor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI-DSS) or other industry standards commonly recognized in the jurisdiction in the payment cards are processed. Vendor acknowledges responsibility for the security of the cardholder data to the extent that they could impact the security of the consumer's cardholder data, as defined within the PCI-DSS. Vendor acknowledges and agrees that cardholder data may only be used for completing the contracted services, as required by the PCI-DSS, or as required by applicable law.

In the event of a breach or intrusion or other unauthorized access to the cardholder data, the Vendor shall immediately notify Buyer. Vendor shall provide appropriate payment card companies, acquiring financial institutions, and their respective designees access to Vendor's facilities and all pertinent records to conduct a review of the Vendor's compliance with the PCI-DSS requirements.

18. Equal Employment Opportunity: To the extent applicable, Vendor and any approved subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, the noted regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

19. Export Compliance: Vendor acknowledges that design plans, technical information and related items provided to Vendor by Buyer may be subject to United States export administration laws and regulations. Vendor further warrants that it shall not permit any of these items to be used, downloaded, exported, or re-exported in violation of these laws, and shall not permit them to be used by a citizen or resident of any country on which the US has placed an embargo or by any disqualified party named on a list maintained by the United States government, including, but not limited to, the Treasury, State, or Commerce Departments. Vendor also warrants that it will not engage in activities that support boycotts in other countries (when the boycotts are not sanctioned by the United States), or engage in any other restrictive trade practices in violation of US export administration laws and regulations.

Unless otherwise noted on the face hereof, Vendor is solely responsible for export compliance for all Goods and Services provided under this Order, including, but not limited to, export clearance of direct shipments to a non-US location. No provision herein and no action required by this Order is operative or shall apply to the extent it would cause either party to take any action or inaction penalized or prohibited under the US Export Administration Regulations or Section 999 of the Internal Revenue Code.

Upon request, Vendor agrees to provide the following information for each item: (i) Harmonized Tariff Schedule of the United States classification or Harmonized System classification at the six-digit level, (ii) US Export Control Classification Number (or, if appropriate, US Munitions List Category), (iii) Any government classification or commodity jurisdiction determinations (for example, customs ruling, US Bureau of Industry and Security C-CATS) including decision number, date, and text, (iii) Country of Origin, (iv) Any preferential trade agreements under which the Goods originate, (v) Certificates of Origin or certifications or declarations of preferential origin eligibility, (vi) Chemical Abstracts Service number, (vii) Material Safety Data Sheet, (viii) Support for the above upon request.

20. Foreign Corrupt Practices Act: Vendor (i) shall not offer or give, directly or indirectly through any agent or intermediary, anything of value to any person to encourage that person to perform his or her job duties or functions improperly or to reward that person for having done so ("Improper Payment") in violation of any anti-corruption law applicable to Vendor, (ii) shall conduct its business in compliance with the requirements of the US Foreign Corrupt Practices Act and the United Kingdom's Bribery Act of 2010 (even if these laws are not otherwise applicable to Vendor) and (iii) shall maintain books and records that are accurate and complete. In the event that Vendor is found to have made any Improper Payment, then Buyer shall have the right to terminate this Order for cause, and, in addition to any other right Buyer may have, to recover (i) the amount or value of the Improper Payment, and (ii) any fines or expenses incurred in connection with the Improper Payment. Vendor shall indemnify and hold harmless Buyer from any costs, fees, interest payments, fines or other liabilities incurred in connection with or arising from the investigation of or defense against any litigation or other judicial, administrative or other legal proceedings brought against Buyer arising from acts or omissions of Vendor or any of its subcontractors or agents in violation of, or alleged to be in violation of, the anti-corruption law of any jurisdiction.

21. North American Supplier Social Compliance Standards: Vendor warrants that (i) it understands and is in full compliance with Buyer's Supplier Social Compliance Standards ("SSCS") located at <http://www.kimberly-clark.com/sustainability/people/CSC.aspx> as may be amended from time to time in Buyer's sole discretion and (ii) it shall comply with Buyer's requests for demonstration of compliance. In the event that Vendor is found to not be in compliance with the SSCS, then Buyer shall have the right to terminate for cause this agreement and any Orders issued hereunder, and to recover, in addition to other rights outlined in this agreement, any fines or expenses incurred in connection with Vendor's non-compliance. Vendor shall indemnify and hold harmless Buyer from any costs, fees, interest payments, fines or other liabilities incurred in connection with or arising from the investigation of or defense against any litigation or other judicial, administrative or other legal proceedings brought against Buyer arising from acts or omissions of Vendor or any of its subcontractors or agents.

Buyer routinely utilizes independent third parties to inspect and audit Vendor's compliance with the SSCS. Buyer reserves the right to conduct third-party factory inspections and audits at Vendor's facilities in its sole discretion. Vendor shall provide all reasonable assistance for the safety and convenience of such auditors and inspectors in the performance of such audits, including providing adequate working area at the production facilities.

All charges related to the third-party inspection and audit of Vendor's facilities shall be paid fully by the Vendor directly to third party auditor. Failure to pay third party auditor within thirty (30) days of receipt of bill will result in non-compliance with the SSCS. In addition, Buyer reserves the right to conduct any audits at its own expense in its sole discretion.

22. Customs-Trade Partnership Against Terrorism: The following provisions are applicable to all Orders that require Goods to be imported into the United States: Buyer is certified by the U.S. Customs Service as compliant with the Customs-Trade Partnership Against Terrorism program ("C-TPAT"). Vendor shall familiarize itself with the applicable standards of the C-TPAT program (<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>). To the extent it deals with Buyer in the supply chain of products to be imported into the U.S., Vendor shall implement a verifiable, documented program that complies with (i) C-TPAT standards, including, but not limited to, completion of a supply chain security self-assessment on an annual basis, and (ii) Buyer's requests that Buyer reasonably believes are necessary to maintain its C-TPAT certification, including, but, not limited to, unannounced physical site assessments. Vendor shall immediately notify Buyer if Vendor becomes aware that it is not in compliance with C-TPAT standards. Failure by Vendor to comply with the obligations in this paragraph shall give Buyer the right to terminate this Order, in whole or in part, without liability, upon written notice to Vendor, notwithstanding any provision of this Order to the contrary.

23. Liens: Vendor agrees that it shall not file any liens as a result of producing Goods or Services hereunder and that it shall not permit its subcontractors or other suppliers to file liens. Upon request, Vendor shall provide Buyer with lien waivers for itself, its subcontractors and other suppliers in a form satisfactory to Buyer, who may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Vendor's obligations respecting the Goods or Services have been paid. If a lien is filed, Vendor shall cooperate fully with Buyer, at Vendor's expense, to cause the lien to be removed.

24. Product Stewardship: Vendor warrants and represents that (i) it understands and is in full compliance with the Buyer's Product Stewardship Standards located at http://www.kimberly-clark.com/our-company/diversity/supplier_standards_and_requirements.aspx and (ii) it shall comply with Buyer's requests for demonstration of such compliance. In the event that Vendor is found to not be in compliance with all Product Stewardship Standards, then Buyer shall have the right to terminate for cause this agreement and any Orders issued hereunder.

25. Independent Contractor: Vendor, its subcontractors and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Vendor shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

26. Governing Law: The interpretation, validity and enforcement of this Order shall, at the sole election of the Buyer, be governed by the laws of either the State of Wisconsin, USA, or the state, province or comparable political entity in which Buyer's facility receiving the Goods or Services is located, irrespective of conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Order.

27. Statute of Limitations: All rights of Vendor to commence any court action or proceeding with respect to this Order shall terminate one (1) year after the cause of action has accrued.

28. Expenses of Litigation: In the event Buyer is involved in any litigation with respect to this Order, Buyer shall recover from Vendor its costs and attorneys' fees incurred in enforcing or defending its rights hereunder.

29. Captions: Captions preceding particular sections are for convenience only and are not to be construed as part of this Order or as a limitation of the scope of a particular section to which they refer.

30. Language: The parties have requested that this agreement and all communications and documents relating thereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous documents s'y rattachant soient rédigés dans la langue anglaise.

31. Entire Agreement: This Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties superseding all previous negotiations or agreements relating to the subject matter. Vendor shall promptly notify Buyer of any discrepancies or conflicts appearing in this Order or in the documents. However, if there has been any separately negotiated agreement between the parties (signed by each party's authorized representative(s) for the Goods and/or Services, those terms also apply and the terms of that agreement will prevail to the extent of any inconsistency with this Order.