

# GENERAL TERMS AND CONDITIONS

The following terms and conditions govern Supplier's performance of each Contract.

## 1. Contract; Standard of Performance.

(a) The Contract in order of precedence shall be made up of the (i) Purchaser issued and Supplier acknowledged Purchase Order or similar instrument defining the Supplier's scope of work and the price therefor (the "Confirmation") and (ii) these General Terms. "Purchaser" hereunder means **Fluence Energy Chile SpA (Chile), Fluence Energy, LLC (US), Fluence Energy Global Production Operation LLC (US), Fluence Energy GmbH (GER), Fluence Energy Pty Ltd, (AUS), Fluence Energy Inc.(PHI), Fluence Energy Singapore Pte. Ltd (SG), Fluence BESS India Pvt Ltd**, or any other subsidiary of Fluence Energy LLC that enters into such Confirmation. Capitalized terms not defined herein shall have the meaning set forth in the Confirmation. In the event of a conflict between the Confirmation and these General Terms, the Confirmation shall control. General Terms of the Supplier shall be excluded even if reference is made to them in the Confirmation.

(b) Supplier shall engineer, design, procure, manufacture, supply, and deliver the Products (as defined in the Confirmation) in accordance with the requirements of this Contract, and/or Supplier shall perform the Services set forth in the Confirmation. Supplier hereby acknowledges and agrees that it has investigated and been otherwise made aware of the specific conditions and requirements of the proposed project for which the Products or Services will be provided (the "Project"), and if applicable its physical site, and no such conditions or requirements shall form the basis for any request for a change in the Contract. Supplier shall provide all consumables and parts necessary to perform the Services at no additional cost to Purchaser.

(c) Supplier shall not assign this Contract and shall perform its obligations in accordance with those practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by electrical utility industry members, including Supplier, in (a) the country and state/province/territory where the Supplier is located and (b) the country and state/province/territory where the Project is located, in each case as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost and consistent with applicable law, reliability, safety and expedition. Supplier will maintain, a commercially reasonable quality control process, as well as a recycling program, consistent with such prudent industry practices and applicable law in order to ensure the consistent quality and sustainability of the Products to be delivered hereunder.

(d) Supplier shall at all times for the duration of the Contract adhere to all applicable laws, rules and regulations (including export controls) and shall ensure that its employees, servants, agents and sub-contractors comply with health, safety and environmental requirements and procedures of the Purchaser whilst on the Purchaser's site or, if different, the site of the proposed Project. The Supplier shall exercise all necessary precautions in order to protect the health and safety of all persons at the proposed Project site and will be responsible for the observance by its employees and any subcontractors of all applicable health and safety precautions necessary (whether required by law or not) for the protection of the Supplier, and its employees and subcontractors. The Purchaser shall be entitled to eject the Supplier from the site of the proposed Project if the Supplier is in breach of any of the health and safety requirements at the site of the proposed Project.

## 2. Prices; Taxes.

(a) The Contract Price for the Products is set forth in the Confirmation. The Contract Price for Products include all charges for Supplier's packing, crating and transportation to Purchaser's destination indicated herein. Supplier will be responsible for and pay directly any and all taxes, any and all export duties from the jurisdiction or jurisdictions in which the Products are manufactured or from which the Products may be shipped and any and all import duties, in each case, arising in connection with or relating to the supply, sale or delivery of the Products. Purchaser shall be responsible for and pay all taxes in relation to the operation of its business. Supplier represents that the prices specified herein are as low as any net prices quoted by Supplier to any other customer for like goods and services. Purchaser shall not be responsible for payment of any assessments or penalties imposed by a governmental authority based on Supplier's failure to properly or timely bill or remit applicable taxes, fees, and surcharges. Supplier shall not pay any taxes on behalf of Purchaser and under no circumstances will Purchaser pay any taxes that are payable by Supplier, including but not limited to any taxes relating to Supplier's net income, real estate, employees, consultants and or subcontractors.

(b) Supplier shall deliver an invoice to Purchaser in a form and substance as reasonably requested by Purchaser with respect to each milestone completed by Supplier. Each invoice from Supplier shall include without limitation the milestone completed, a description of the Products and the quantity, price per item, and discount per item, if any. Provided that the applicable milestone set forth in the Delivery and Payment Schedule has been performed by Supplier in accordance with this Contract, payment of undisputed invoices shall be made within thirty (30) days after receipt of each invoice, provided that such period for payment may be extended by further agreement and subject to applicable law. Supplier shall deliver lien waivers executed by Supplier and each subcontractor in connection with each invoice in the form attached to the Confirmation, if applicable. Supplier shall be obligated to discharge any lien filed by any subcontractor within twenty (20) days but Supplier shall retain all rights and remedies against Purchaser available hereunder or pursuant to applicable law for non-payment under the Contract.

3. **Packaging/Shipping.** Supplier will suitably ship and pack all Products to prevent damage, to meet the carrier's requirements, and to comply with instructions in this Contract. Supplier will pay expenses incurred in handling due to failure to comply with these terms. Supplier will reference the number of this Contract on all related invoices, bills of lading, packing slips, cartons and correspondence. Where applicable, bills of lading showing carrier and date of shipment will be attached to invoices. Detailed packing slips will accompany all shipments.

4. **Acceptance; Waiver.** Purchaser will have a reasonable time after receipt of Products and Services and before payment to inspect and test them for conformity. Neither any of Purchaser's payment for Products or Services, inspection of Products, use of Products for testing nor continued use of Products will constitute acceptance or a waiver of any of Purchaser's rights or remedies, or of Supplier's warranties.

## 5. Delivery; Testing; Defects.

(a) Delivery of the Products shall be DDP (Incoterms 2010) to the delivery point identified by Purchaser in the Confirmation. Purchaser may specify the carrier by so indicating within a reasonable period of time prior to shipment. Supplier represents and warrants to Purchaser that, upon delivery of the Products to the delivery point, title to and risk of loss of the Products will pass to Purchaser free and clear of all liens, claims, security interests, or encumbrances and that no Products shall be subject to the rights of any third party.

(b) Supplier shall perform in accordance with the Delivery and Payment Schedule and achieve each of the delivery of the Products, Substantial Completion and Final Completion in accordance with and by the deadlines set forth in the Confirmation. In the event that any delivery is not achieved by the applicable delivery date set forth in the Confirmation, Supplier shall pay delay liquidated damages in the amount of 0.5% of the total Contract Price set forth in the Confirmation for each day of delay subject to a cap of fifteen percent (15%) of the total Contract Price set forth in the Confirmation.

(c) Supplier shall complete reasonable factory tests contemplated by Supplier as well as any requested system performance and acceptance tests and reliability tests. Purchaser shall be entitled to receive advance notice of and witness each of the tests contemplated herein.

(d) If Purchaser, its customer / end user, or their authorized representatives, upon inspection, make a determination that there are omissions, errors or deficiencies in Products, Services, or deliverables, Supplier, without charge to Purchaser, shall promptly take any necessary or Purchaser directed action(s) to correct any discrepancy or noncompliance with requirements that are revealed by inspections and inform Purchaser of such corrections within a reasonable period of time (as dictated by the Confirmation) of receiving notification of such deficiency irrespective of receiving a final determination. Purchaser desires to be notified if there is an implied deficiency of any equipment or tooling that may impede performance and delivery schedule.

(e) When defects cannot be corrected by Supplier in a timely manner, Purchaser may: (i) require Supplier to take necessary action to ensure that future performance within the construction period conforms to Purchaser's requirements; (ii) reduce the price to reflect the reduced value of the Services performed or Products provided; and, (iii) if not possible to remedy under (i) or (ii), re-procure the Product or Service in question at Supplier's expense for documented reasonable costs.

## 6. Warranties.

(a) **General Warranty for Products.** Supplier warrants that all Products are new, are not used or refurbished, are free from defects in design, materials and workmanship, and conform to all specifications. The foregoing warranty shall last from the date the applicable Product is delivered until (a) for Projects involving a customer facility with a "substantial completion" date, until the date that is three (3) years after substantial completion, or (b) for all other Projects, until the date that is four (4) years after delivery of the Product or Service.

If there is a failure of, or defect in, Supplier's Products, , Purchaser shall share the status of the failure or defect with Supplier. Supplier shall investigate the failure or defect and report its findings within 36 hours of receipt of notice from Purchaser. Supplier shall obtain all necessary visas or similar travel and work authorizations for its relevant team to be able to be present at the Project site to remedy breaches of Supplier's warranty.

No later than 10 business days after Purchaser's notice of a failure or defect, Supplier shall fully correct and remediate such failure or defect. Supplier shall perform all corrective work in accordance with the Specifications. Supplier shall perform the corrective warranty work with appropriately trained personnel under supervision of Supplier's representative. Supplier further warrants that it will convey to Purchaser good title to Products, free from all claims, liens and encumbrances, upon delivery.

If breaches of the foregoing warranties are discovered before the relevant Product or Service is utilized by Purchaser, Purchaser will have the additional right to reject the Products and to cancel this Contract, as set forth in Section 7, without prejudice to any other rights and remedies. This warranty shall be freely assignable by Purchaser to any customer of Purchaser. Purchaser shall be entitled to purchase an extension of the warranty set forth above for up to seven additional one-year periods at the cost set forth in the Confirmation by delivery of notice and Purchase Order at least 60 days prior to the end of the then-applicable warranty period.

(b) **Performance Warranties.** Supplier warrants that all Products shall perform in accordance with the performance guaranties attached to the Confirmation. The foregoing warranty shall last from the date the applicable Product is delivered until (a) for Projects involving a customer facility with a “substantial completion” date, until the date that is three (3) years after substantial completion, or (b) for all other Projects, until the date that is four (4) years after delivery of the Product or Service.

An annual performance test shall be jointly performed and witnessed by Purchaser and Supplier to document that equipment satisfies the performance guaranties. Tests may be performed more frequently if Product performance is not meeting designated targets. If the test reflects the Product is not satisfying the performance guarantees, Supplier shall repair or replace any underperforming Products at its cost within 20 days of notice of non-performance.

This warranty shall be freely assignable by Purchaser to any customer of Purchaser. Purchaser shall be entitled to purchase an extension of the warranty set forth above for up to seven additional one-year periods at the cost set forth in the Confirmation by delivery of notice and Purchase Order at least 60 days prior to the end of the then-applicable warranty period

(c) **General Warranty for Services.** Supplier represents and warrants that any Services related to the Products will be performed in a highly professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; that Services will be completed on time and in accordance with applicable Specifications and will be correct and appropriate for the purposes contemplated in this Contract; and that the performance of Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction. Supplier, at its sole cost and expense, shall remove or render harmless, or take other actions necessary to remedy in accordance with applicable law the hazards associated with any hazardous substance brought onto, released or exacerbated at the site by or in connection with the performance of this Contract and any hazardous condition created or exacerbated by Supplier or its subcontractors or vendors.

(d) **Warranty Against IP Infringement and License.** Supplier represents and warrants that the Products and Services will not violate or infringe any patent, trademark, service mark, trade secret, copyright, moral right or other proprietary right (“Intellectual Property”) of any third party; that the Products and Services will not contain libelous matter or violate any privacy or publicity rights of any person or other legal entity; and that Purchaser’s proposed use of Products and Services will not violate any such rights or any applicable law or regulation. Supplier hereby grants to Purchaser, its successors and assigns, the royalty-free, non-exclusive right and license under any IP owned by Supplier, or with respect to which Supplier has a right to grant such rights and licenses, to the extent required by Purchaser to operate and maintain the Products. Supplier shall likewise grant Purchaser access to future IP developed for the Products purchased under the Contract, including but not limited to any relevant or beneficial software upgrades.

7. **Cancellation for Cause. Time is of the essence.** Purchaser reserves the right to cancel this Contract, in whole or in part, upon written notice to Supplier if: in Purchaser’s judgment, Supplier fails to proceed expeditiously with delivery or performance; Products or Services fail to conform to any warranties; Supplier fails to perform or otherwise breaches this Contract; or an event occurs that has a material adverse impact on Supplier’s financial condition. In the event of any such cancellation, Purchaser reserves the right, without prejudice to any other rights: (a) to refuse delivery of Products or performance of Services; (b) to return to Supplier any Products already accepted and recover from Supplier all payments made for Products and freight, storage, handling and other expenses Purchaser incurs and to be relieved from liability for any future payment to Supplier; (c) to recover any payments to Supplier for undelivered or returned Products or for Services to be performed; and (d) to purchase replacement goods and services elsewhere and charge Supplier for any resultant losses. Supplier may not replace any returned Products without Purchaser’s written replacement order. Purchaser will return nonconforming Products to Supplier freight collect. Risk of loss will pass to Supplier upon Purchaser’s delivery of Products to the common carrier. In addition to the right to cancel, upon the occurrence and during the continuance of a breach by Supplier as described above, Purchaser may, by written notice to Supplier, suspend all or any part of the Contract at any stage of its progress until such default is cured. Supplier shall not be entitled to any increased costs or any extension to the time for performance during such period of suspension. Purchaser shall pay Supplier in accordance with the terms of the Contract any amounts due and payable for all obligations performed in conformance with the terms of the Contract prior to the effective date of such suspension.

8. **Cancellation, Changes and Suspension without Cause.** Purchaser reserves the right to reschedule any delivery or suspend this Contract at any time prior to shipment of Products or prior to the provision of Services and not be subject to any charges as a result of such rescheduling or suspension except for a reasonable storage fee that is equivalent to Supplier’s expense occurred during the suspension period in order to maintain the Products intact. Purchaser may cancel any Contract or any part of a Contract for its own convenience on notice to Supplier. Supplier shall immediately stop, and cause its suppliers or subcontractors to stop, all work related thereto. To the extent that Products have been produced specifically to fill the Contract, Purchaser shall pay Supplier a reasonable cancellation fee consisting of a percentage of the price equivalent to the percentage of work performed prior to the notice of cancellation. Purchaser shall have no obligation for work done after the notice or for work done that Supplier could reasonably have avoided. Such fee shall be Supplier’s sole remedy for such cancellation.

9. **Indemnity.** To the fullest extent permitted by law, the Supplier shall indemnify, defend and hold harmless Purchaser and its affiliates and the employees, directors, officers, against liabilities, interest, attorneys’ fees, demands, assessments, judgments, costs and expenses (collectively, “Claims”) of whatsoever kind or nature arising out of or in connection with the performance or failure to perform by the Supplier under this Contract, including (a) possession, use, sale, or resale of Products, including infringement or misappropriation of Intellectual Property (except to the extent that the Product was manufactured by Supplier to Purchaser’s design or Specifications, if Supplier’s compliance with such design or Specifications necessarily and solely gives rise to such claims), and violation of privacy and publicity rights; (b) personal injury (including death), property damage, or any other damage resulting from (or claimed to result from), in whole or in part: (1) any defect in the Products, (2) Supplier’s breach of any express or implied warranty, or (3) violation of any law, order, rule, or regulation; (c) any act or omission of Supplier or its directors, officers, employees, agents, or subcontractors (“Supplier Related Parties”); and (d) any failure of Supplier to pay taxes for which it is responsible. The Supplier’s aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless. Except to the extent caused by the negligence or willful misconduct of Supplier or any Supplier Related Parties, Purchaser shall indemnify and hold harmless Supplier and Supplier Related Parties against and from any and all claims, losses, costs, damages, judgments, penalties, and liabilities of any kind (including attorneys’ fees) arising out of the Purchaser’s violation of any law, order, rule, or regulation or any failure of Purchaser to pay taxes for which it is responsible.

10. **Remedies and Limitation of Liability.** All rights and remedies in this Contract are cumulative and are in addition to, and not in lieu of, all rights and remedies provided at law or in equity. **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS TRANSACTION, INCLUDING LOSS OF PROFITS. NOTHING HEREIN SHALL LIMIT THE LIABILITY OF A PARTY FOR THIRD PARTY CLAIMS FOR WHICH THE PARTY INDEMNIFIES THE OTHER PARTY PURSUANT TO SECTION 9.**

11. **Insurance.** Supplier shall obtain and maintain policies providing the following insurance in the following amounts: (1) commercial general liability insurance, including products and completed operations insurance, contractual liability insurance, sudden and accidental pollution insurance with respect to all contracts with Purchaser covering personal injury and property damage liability with limits of not less than \$2,000,000 per occurrence and in the aggregate; (2) statutory workers’ compensation insurance with statutory limits for the states where the Products are produced by the Supplier; (3) employer’s liability insurance with limits of not less than \$1,000,000 per accident/per employee; (4) business automobile liability insurance for all owned, hired or used vehicles covering bodily injury liability with limits of not less than \$1,000,000 per occurrence and in the aggregate; (5) excess general liability with a limit of no less than \$10,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here); and (6) any insurance required by any employee benefit act or any other applicable statute or governmental regulation. All such policies shall be in form and with insurance carriers with, at a minimum, a current A.M. Best rating of “A-VIII.” Supplier shall cause Purchaser to be designated as an additional insured under each section of the business automobile policy, the commercial general liability policy, and the excess general liability policy. Each such policy shall provide, among other things (i) that the insurer waives all rights of subrogation and recovery against the Purchaser as well as against the officers, directors, stockholders, agents and employees and customers of Purchaser; (ii) that thirty (30) days’ prior written notice of cancellation to the Purchaser must be given before cancellation of the policy will be effective; and (iii) that a severability of interests or cross-liability clause is included where applicable. All insurance required hereunder shall be primary as respects to any claims or liabilities and any insurance maintained by Purchaser shall be excess and non-contributing. Within ten (10) days of the Effective Date Supplier will submit a duly signed certificate of insurance for the required insurance coverage. A renewal certificate shall be provided prior to the expiration of any required insurance coverage.

12. Supplier may locate and procure the services of such subcontractors as in Supplier’s reasonable judgment may be necessary to complete Supplier’s duties and obligations pursuant to the Contract; provided, however, that no such engagement shall relieve Supplier of any of its duties, responsibilities, obligations or liabilities hereunder; provided further, that all subcontractors shall be approved in writing by Purchaser, such approval not to be unreasonably withheld. Supplier shall be solely responsible for the acts, omissions or defaults of its subcontractors. Nothing in the Contract shall be construed to impose on Purchaser any obligation, liability or duty to a subcontractor. No subcontractor shall be deemed a third party beneficiary of the Contract. Notwithstanding the foregoing, each subcontract that Supplier is entering into shall contain a provision that, in the event the Contract is terminated, would allow assignment of such subcontract to Purchaser (but only for those subcontracts regarding which Purchaser accepts the assignment thereof by notifying the subcontractor in writing) or to another contractor that replaces Supplier as designated by Purchaser.

**13. Performance Security.** Within ten (10) days of the date the Contract, Supplier shall furnish to Purchaser a letter of credit payable on demand in Dollars from an Acceptable Credit Provider in form and substance reasonably acceptable to Purchaser, for an amount equal to twenty percent (20%) of the Contract Price (the "Performance Security"). The Performance Security shall be reduced to five percent (5%) of the Contract Price upon Supplier's achievement of Final Completion. Supplier shall maintain the Performance Security through the initial warranty period set forth above. Purchaser shall be entitled to draw on the Performance Security (a) for any damages or other amounts it reasonably believes it is entitled to collect from Supplier pursuant to this Contract; (b) Purchaser does not receive proof of replacement of the Performance Security reasonably satisfactory to it at least thirty (30) days prior to the expiration date of the Performance Security; or (c) the issuer of the Performance Security no longer qualifies as an Acceptable Credit Provider. "Acceptable Credit Provider" means an office located in the U.S. of a bank or trust company or branch thereof that (a) has both a short-term deposit rating of at least P1 by Moody's and A1 by S&P and a long-term deposit rating of at least Aa3 by Moody's and AA by S&P and (b) is acceptable to Purchaser.

**14. Miscellaneous.** (a) Supplier is providing Products and Services as an independent contractor. (b) Any waiver by the Purchase of any provision of this Purchase order will not be valid and enforceable unless it is in writing and signed by an authorized signatory of the Purchase and a waiver by either party of any provision of this Contract will not be construed as a waiver of any succeeding breach thereof or any other provision of this Contract. (c) If any provision of this Contract is for any reason declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Contract. In such event, the parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the parties to the maximum extent possible in accordance with applicable law. (d) Without Purchaser's prior written consent, Supplier will not disclose to any third party the fact that Supplier has contracted to provide Products to or perform Services for Purchaser nor disclose any details connected with this Contract. (e) Notice shall be given in writing and signed by an authorized signatory of the sender and shall be delivered to the individuals named on the front of this Contract by overnight courier. (f) Without Purchaser's prior written consent, Supplier's assignment of rights or delegation of duties arising under this Contract is void. (g) All representations and warranties of Supplier set forth the Contract will be binding upon Supplier and its successors and assigns and will inure to the benefit of Purchaser, its successors and assigns, and all persons to whom Products may be resold or loaned. All representations and warranties of Purchaser set forth the Contract will be binding upon Purchaser and its successors and assigns and will inure to the benefit of Supplier, its successors and assigns.

**15. Publicity; Confidentiality; Intellectual Property.** Except as required by law or deemed necessary under applicable federal or state securities laws or regulations, neither party will use the name, image, or likeness of the other party, its representatives, or its facilities or other property (including any pictures or video in the possession of either party), in connection with any marketing, publicity, or disclosures of any other kind without the prior written approval of the other party. Each party shall keep confidential any Intellectual Property, technical, process, commercial, customer or economic information of the other party, including without limitation, such information derived from drawings, Specifications and other data or embodiments of Intellectual Property furnished by the other during or prior to the term hereof. Without limiting the generality of the foregoing, Supplier shall keep confidential all information about the customers of Purchaser and such customers' Projects and other business activities. Neither party may disclose, use, or copy such information, except as required for the performance of this Contract or as may be required by law, and each shall use commercially reasonable efforts to prevent any unauthorized disclosure, use, or copying. These obligations shall not apply to information that (a) is or becomes publicly known (other than through a breach of this provision), (b) was already known by a party prior to receiving it, or (c) is acquired without obligation of confidentiality from a third party who is not under an obligation of confidentiality and is not misappropriating or infringing the non-disclosing party's Intellectual Property rights. Nothing in this Section 15 shall prohibit either party from disclosing to relevant governmental authorities the information that is legally required, including in connection with such party's application for permits, or making any disclosure otherwise required by law; provided that the disclosing party will (a) provide prior notice to the non-disclosing party about disclosing party's intention to disclose to governmental authorities or other third parties the non-disclosing party's Intellectual Property, to allow the non-disclosing party a reasonable opportunity to protect such information from disclosure, and (b) use commercially reasonable efforts to

protect from disclosure to governmental authorities or other third parties the non-disclosing party's Intellectual Property. Existing Intellectual Property owned or controlled by Purchaser shall remain the sole property of Purchaser and Supplier shall not incorporate, rely on or refer to confidential information or Intellectual Property of Purchaser except in connection with this performance of this Contract. Existing Intellectual Property owned or controlled by Supplier shall remain the sole property of Supplier. Upon payment therefor, the copies and other tangible embodiments of any work, data, documents and other material prepared by or on behalf of Purchaser, Supplier, and any of their respective employees, consultants, and agents in connection with this Contract, including, without limitation, all draft and complete work products (collectively, the "Work Product") shall become the exclusive property of Purchaser. To the greatest extent possible, any Work Product and all intellectual property created by Supplier in the course of, or in connection with, Supplier's work hereunder shall belong solely to Purchaser, and without limiting the generality of the foregoing statement shall be deemed to be a "work made for hire" (as defined in the United States Copyright Act, 17 U.S.C.A. §101 et seq., as amended) and owned exclusively by Purchaser. Supplier hereby unconditionally and irrevocably transfers and assigns to the Purchaser all right, title and interest in or to any Work Product and all intellectual property created by Supplier in the course of, or in connection with, Supplier's work hereunder. Upon Purchaser's request, Supplier shall execute and deliver such instruments of assignment and transfer as Purchaser may request to give full force and effect to Purchaser's ownership rights in such intellectual property and Work Product.

**16. Code of Conduct Compliance.** Supplier agrees to comply with the principles and requirements of Purchaser's 'Supplier Code of Conduct' and related provisions (collectively, the "Code of Conduct") included in Exhibit A provided below. The Code of Conduct may be revised and updated from time to time.

**18. Termination for Cause.** In addition to the rights afforded Purchaser under Section 7 above, this Contract may be terminated for cause in whole or in part by Purchaser, at any time, upon ten (10) calendar days prior written notice if any one of the following circumstances occurs:

(a) Supplier fails to perform any of the provisions of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) calendar days after receipt of written notice from Purchaser, specifying such failure; or

(b) Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing about its inability to pay its debts as they become due.

The termination of this Contract shall not discharge or otherwise affect the Parties' rights and obligations that survive termination. In addition, Supplier shall both have the right to compensation due until the date of termination and be responsible for any reasonable expenses or costs incurred by Purchaser as a result of a default by Supplier.

**19. Governing Law & Dispute Resolution.** This Agreement shall be governed by the laws of Chile, without giving effect to conflict of laws principles thereunder. Any difficulty or controversy that may arise between the contracting parties regarding the application, interpretation, duration, validity or execution of this contract or any other reason shall be submitted to Arbitration, in accordance with the current Arbitration Procedural Rules of the Arbitration and Mediation Center of Santiago. The parties grant a special irrevocable power of attorney to the Santiago Chamber of Commerce A.G. (CCS), so that, at the written request of any of them, it may appoint an arbitrator from among the members of the arbitration body of CAM Santiago, who will be empowered to act as arbitrator-at-law with regard to the substance of the Dispute and as ex aequo et bono with regard to the procedure. No appeal shall be allowed against the arbitrator's decisions, and we therefore expressly waive our right to appeal. The arbitrator is specifically empowered to resolve any matter related to his competence and/or jurisdiction".

**20. Entire Agreement.** This Contract (including any material expressly incorporated by reference) constitutes the entire agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Contract may not be added to, modified, superseded or otherwise altered without the written consent of both Supplier and Purchaser, and any terms or conditions contained in any communication of Supplier or Purchaser (whether in an invoice, shrink-wrap or any other form) that are inconsistent with, or add to, this Contract, have no force or effect. This Contract may not be modified or amended by electronic means.

## Exhibit A - Code of Conduct for Fluence Suppliers and Third-Party Intermediaries

This Code of Conduct defines the basic requirements placed on Fluence' suppliers and third-party intermediaries concerning their responsibilities towards their stakeholders and the environment. Fluence reserves the right to reasonably change the requirements of this Code of Conduct due to changes in the Fluence Compliance Program. In such event, Fluence expects the supplier to accept such reasonable changes.

The supplier and/or third-party intermediary declares herewith:

- Legal compliance
  - to comply with the laws of the applicable legal systems.
- Prohibition of corruption and bribery
  - to tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.
- Fair competition, anti-trust laws and intellectual property rights
  - to act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;
  - to respect the intellectual property rights of others.
- Conflicts of interest
  - to avoid all conflicts of interest that may adversely influence business relationships.
- Respect for the basic human rights of employees
  - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
  - to respect the personal dignity, privacy and rights of each individual;
  - to refuse to employ or make anyone work against his will;
  - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
  - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - to comply with the maximum number of working hours laid down in the Applicable Laws;
  - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- Prohibition of child labor
  - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- Health and safety of employees
  - to take responsibility for the health and safety of its employees;
  - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - to provide training and ensure that employees are educated in health and safety issues;
  - to set up or use a reasonable occupational health and safety management system.
- Environmental protection
  - to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - to minimize environmental pollution and make continuous improvements in environmental protection;
  - to set up or use a reasonable environmental management system.
- Supply chain
  - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
  - to comply with the principles of non-discrimination with regards to supplier selection and treatment.
- Conflict minerals
  - to take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.