RICARDO, INC.
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF ENGINEERING SERVICES

1 Interpretation

1.1 The words and phrases used in these Conditions shall have the following meanings unless the context otherwise requires:

"Associated Company" means all holding companies and subsidiary companies (as defined in sections 1159 and 1162 of the Companies Act 2006) from time to time of Ricardo plc including, at the date of the Contract, Ricardo UK Limited, Ricardo GmbH, Ricardo RSC GmbH, Ricardo Japan, Ricardo S.A., Ricardo Prague s.r.o., Ricardo Shanghai Company Limited, Ricardo India Private Limited, Ricardo Inc, Ricardo Italia Srl, Ricardo Canada Inc, and Ricardo Asia Limited;

"Background Information" means all knowledge and expertise including calculation procedures, data, models, software, know-how, inventions, operation and design know-how or other Intellectual Property Rights existing prior to the date of this Contract or developed outside the scope of the Services, which Ricardo and/or any Associated Companies bring to bear or provide in the course of carrying out or supplying the Services, whether or not contained in Documents or other materials, and whether or not in the public domain but not including common knowledge in the field in which the Services are provided at the date of the Proposal;

"Client" means the party named on the Proposal for whom Ricardo has agreed to provide the Services in accordance with these Conditions;

"Conditions" means the standard terms and conditions for the supply of the Services (including Conditions 1-21 and, if applicable, the Special Conditions) set out in this document and (unless the context otherwise requires) includes any other terms and conditions as set out in the Contract and/or the Proposal;

"Confidential Information" means any information or data relating to each party and its technology, research, business or affairs including the Contract, the Price, the Proposal, these Conditions and, in the case of Ricardo, the Background Information and, in the case of the Client, the Input Material, disclosed whether in writing, orally or by any other means to the other party by that party, or by a third party on that party's behalf, and whether before or after the date of the Contract;

"Confidentiality Agreement" means the confidentiality agreement (if any) entered into between the parties;

"Contract" means the contract between Ricardo and the Client for the provision of the Services which is made up of these Conditions, the Proposal, and the Confidentiality Agreement (if any);

"Deliverables" means the goods and other deliverables (including any installment of them or any parts of them) (if any) which Ricardo is to supply to the Client in accordance with these Conditions as more particularly set out in the Proposal;

"Document" includes, in addition to a document in writing, any design, map, plan, graph, drawing or photograph, any film, negative, tape, software, CAD data, CAD software, electronic transmission, algorithm, model or other device embodying visual images and any disc, tape or other device embodying any other data;

"Duly Authorized Officer" means, in respect of Ricardo, any President, Vice President, Managing Director, Finance Director, Practice President the General Counsel, or authorized Director of any Associated Company or division of any Associated Company and, in respect of the Client, any person notified in writing by the Client to Ricardo to be considered the same;

"Force Majeure" means any cause beyond the affected party's reasonable control including any act of God, epidemic, pandemic (including Covid-19), riots or insurrections, acts of terrorism, war (whether declared or not), civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind, including trade sanctions or similar restrictions affecting Ricardo's upward supply chain, acts of destruction, computer failure due to software viruses and other malfunctions, import or export regulations, strike lock-out or trade dispute (whether involving its own employees or those of any other person) or other industrial disturbances, difficulties in obtaining labor or materials, breakdown of machinery, fire, flood or unavoidable accident;

"Input Material" means any Documents or other materials, parts and/or works, and any data or other information provided or approved by or required from the Client relating to the Services;

"Intellectual Property Rights" means all and any intellectual property rights of any kind and rights of a like nature wherever and whenever arising and whether registered or unregistered and including any patents, copyright, registered designs, design rights, topographic rights, database rights and rights in Confidential Information, trademarks, trade names, including the name "Ricardo", or service marks;

"Payment Schedule" means the payment schedule set out in the Proposal for the payment of the Price and other sums due from the Client to Ricardo;

"Price" means the price for the Services as set out in the Proposal and any variations;

"Project Manager" means the individual identified by Ricardo to manage the provision of the Services under the Contract and to liaise with the Client in respect of the Contract;

"Proposal" means any proposal of Ricardo setting out the Services and the Price;

"**Restricted Party**" means a person or entity that is listed on, or owned or controlled by a person listed on, any Sanctions List; or is subject to country-wide Sanctions or otherwise a target of Sanctions;

"Ricardo" means the Associated Company detailed in the Proposal as the primary contractor for the Contract;

"**Sanctions**" means any economic or trade sanctions laws, regulations, embargoes, or restrictive measures administered, enacted, or enforced by the US government, the UN, the EU, the UK, or the governmental institutions and agencies of any of the foregoing including the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the US Department of State, and His Majesty's Treasury (together the "**Sanctions Authorities**");

"**Sanctions List**" means the Specially Designated Nationals and Blocked Persons list issued by OFAC or the Consolidated List of Financial Sanctions Targets issued by His Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities;

"Services" means the services, including any Deliverables, to be provided by Ricardo

for the Client as more particularly set out in the Proposal; and

"Special Conditions" means the special conditions A and B as set out in these standard terms and conditions for the supply of the Services.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 words in the singular include the plural and vice versa and words in one gender include any other gender;

1.2.2 a reference to a statute or statutory provision includes (i) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and (ii) any statute or statutory provision which modifies, consolidates, re-enacts, or supersedes it whether such statute or statutory provision comes into force before or after the date of the Contract;

1.2.3 a reference to: (i) any party includes its successors in title and permitted assigns; and (ii) a person includes any individual, firm, body corporate, association or partnership, government, or state (whether or not having a separate legal personality);

1.2.4 the words "**includes**" or "**including**" shall be construed without limitation;

1.2.5 headings are for the purposes of identification and reference only and shall not be taken into account in the interpretation, construction or meaning of these Conditions.

1.2.6 if there is any conflict or inconsistency between any clause of these Conditions, the Proposal, the Confidentiality Agreement (if any), the following order of precedence shall apply:

a) the Conditions;

b) the Proposal;

c) the Confidentiality Agreement.

2 Application of these Conditions

2.1 Ricardo shall provide and the Client shall purchase the Services in accordance with any Proposal, subject in either case to these Conditions which shall govern, apply to, and be incorporated into the Contract for the supply of the Services and/or sale of the Deliverables between the Client and Ricardo.

2.2 These Conditions supersede and shall govern the Contract to the exclusion of all other terms and conditions contained or referenced in any purchase order or any other document submitted by the Client or in any catalogue, advertisement, or other publication or subject to which any Proposal is accepted or purported to be accepted by the Client. No other terms or conditions shall be valid or binding upon Ricardo unless specifically agreed to in writing by a Duly Authorized Officer of Ricardo.

2.3 The Client acknowledges and agrees that it shall be deemed to have accepted these Conditions if the Client requests Ricardo to provide the Services.

2.4 Unless specified to the contrary in the Proposal, each Proposal submitted by Ricardo to the Client shall be open for acceptance for a period of thirty days from the date of the Proposal. Ricardo may withdraw any Proposal at any time prior to acceptance without giving any reason therefor. If the Client requests Ricardo to provide the Services outside the validity period stated in the Proposal, Ricardo shall be entitled to vary the Proposal including the Price, the estimated timetable, and the scope of work to be carried out.

2.5 No order submitted or Proposal accepted by the Client shall be deemed to be accepted by Ricardo unless and until confirmed in writing by a Duly Authorized Officer of Ricardo.

2.6 These Conditions may only be modified by a variation expressed in writing and signed by a Duly Authorized Officer of Ricardo and no other action on the part of Ricardo (whether delivery of the Deliverables, performance of the Services or otherwise) shall be construed as an acceptance of any other conditions. No other employee, representative or agent of Ricardo has any authority to amend, modify or vary these Conditions or to make any representations concerning the Deliverables or the Services. Ricardo shall not be bound by any such amendment, modification, variation or representation unless such amendment, modification or variation is specifically confirmed in writing by a Duly Authorized Officer of Ricardo.

3 Services

3.1 The extent and scope of the Services and any assumptions on which the Services are to be provided by Ricardo to the Client are detailed in the Proposal. The Client acknowledges and agrees that it is its sole responsibility to ensure that the assumptions made in the Proposal are correct and to advise Ricardo of any incorrect assumptions prior to the commencement of the Services. In the event that any of the assumptions are incorrect, Ricardo reserves the right to make such amendments to the Proposal (including the scope of work, the Price, timetable and any other matters) as it deems appropriate.

3.2 Ricardo may at any time make changes to the Services which are necessary to comply with applicable safety and/or other statutory requirements.

4 Timetable

4.1 Ricardo shall not be obliged to commence or continue work in respect of the Services until:

4.1.1 Ricardo has received and accepted, in accordance with Condition 2.5, the Client's purchase order for the Services to signify the Client's acceptance of the Proposal and these Conditions; and

4.1.2 Ricardo has received from the Client all appropriate and necessary Input Material to commence or continue the Services as identified in the Proposal free of all charges, and the Client has otherwise complied with its obligations in Condition 6 (the "**Conditions Precedent**").

4.2 In the event that any of the Conditions Precedent cease to be met at any point prior to completion of the Services, Ricardo may, at its absolute discretion, suspend performance of the Services for such period of time as Ricardo (at its discretion) may deem to be reasonable in the circumstances.

4.3 All dates and periods of time referred to in the Proposal are approximate only and time for provision of the Deliverables shall not be of the essence unless expressly stated

otherwise in the Proposal.

5   Payment

5.1   The Proposal shall specify the Price for the provision of the Services. The Price quoted shall be exclusive of all taxes including VAT and duties including export and/or import duties which shall be additionally paid by the Client. Unless otherwise provided in the Proposal, the Price shall include all postage, telephone, fax, and similar expenses together with all travel, accommodation and subsistence costs of Ricardo. All other costs and expenses not so identified, including shipping, freight, packaging, transport, spare and replacement parts, equipment, and materials, shall be invoiced separately by Ricardo to the Client and shall include a handling charge of 10 percent. All travel and subsistence costs of the Client's personnel are the sole responsibility of the Client.

5.2   Ricardo shall invoice the Client for the Price and other sums payable in accordance with the Payment Schedule set out in the Proposal. In the absence of a Payment Schedule in the Proposal Ricardo shall be entitled to invoice the Client for all work undertaken on a monthly basis.

5.3   All payments from the Client to Ricardo are due within 30 days of the date of Ricardo's invoice and shall be paid (in full without set off or other deduction) in such currency as may be specified in the Proposal. Payment shall be made direct to Ricardo's bank account as notified to the Client from time to time

5.4   In the event that payment is not received within 30 days of the date of Ricardo's invoice then Ricardo shall be entitled in its sole discretion to:

5.4.1   charge interest on the outstanding amount from day to day at the rate of 4% p.a. over the prime base lending rate of the Barclays Bank applying from time to time both before and after judgement in respect of all invoices outstanding from their due date until payment is actually received;

5.4.2   suspend provision of the Services without liability to the Client until the outstanding amount is paid in full and the timetable and any other times agreed for the provision of the Services shall be amended accordingly; and/or

5.4.3   terminate the Contract in accordance with Condition 14.3.2.

5.5   If, by reason of any rise in costs beyond Ricardo's reasonable control (including the cost of materials, fuel, transport, shipping, insurance or the cost of complying with any statutory provision or order, regulation or by-law), the cost to Ricardo of providing the Services increases, Ricardo shall, in its sole discretion, be entitled to pass a fair and reasonable element of such increased cost on to the Client to be paid by the Client in addition to and with the Price in accordance with this Condition 5.

6   Client's Responsibilities

6.1   The Client shall:

6.1.1   supply to Ricardo, at its own expense, all Input Material necessary for the performance of the Services, within sufficient time to enable Ricardo to provide the Services in accordance with the Contract as set out in the Proposal and otherwise from time to time as requested by Ricardo or as otherwise required to maintain the progress of the Services including, where appropriate, data, operating manuals, and safety information;

6.1.2   be responsible for the Input Material (including, as relevant, the preparation, content and approval of any Document), and for ensuring that (subject to these Conditions) any Input Material complies with all applicable law, is accurate and fit for purpose, in good working order and free from defects of any kind;

6.1.3   supply and/or deliver spares and service replacements for any Input Material as required by Ricardo free of all charges throughout the Services in a timely manner;

6.1.4   ensure that any Input Material supplied to Ricardo for the performance of the Services complies with the requirements of United States Customs and Excise and any costs suffered or incurred by Ricardo resulting from any non-compliance shall be charged to and payable by the Client in addition to the Price;

6.1.5   provide or procure the provision of technical support in respect of any Input Material or components thereof from time to time as required in order to support the Services;

6.1.6   provide instructions and feedback when requested to in a timely manner and;

6.1.7   provide Ricardo's employees, contractors and such other personnel involved in performing the Services, as identified by Ricardo, with training in the Client's systems and equipment, including software, procedures, working methods and product introduction processes, as required for the satisfactory delivery of the Services. Such training will take place at Ricardo's or the Client's premises, as reasonably determined by Ricardo, at times agreed between the parties to meet the Services requirement and will be given in English. Any training materials and appropriate manuals will only be provided in English;

6.1.8   ensure and be responsible for the health and safety of Ricardo's employees, contractors, and personnel while on the Client's premises and while using any of the Client's employees, contractors, and personnel while on the Client's premises and while using any of the Client's systems or equipment, including Input Materials, and whether on or off the Client's premises; and

6.1.9   notify Ricardo promptly of any risk, safety issues or incidents arising in respect of the Input Material or in any processes or systems used at the Client's premises.

7   Project Management

7.1   Ricardo shall appoint a Project Manager to manage the provision of the Services and liaise with the Client as necessary by appropriate means. The Client shall identify a representative to liaise with the Project Manager in respect of the provision of the Services. Any instruction given by the Client's representative shall be binding on the Client.

8   Deliverables

8.1   The Deliverables shall be as specified in the Proposal and, unless otherwise specified in the Proposal, the Deliverables will be delivered Ex Works (Incoterms 2020) at Ricardo's premises as specified in the Proposal.

8.2   The Client acknowledges that any tests, designs, specifications, analysis, results, reports, prototypes, demonstration vehicles, parts or models delivered to the Client or issued to the Client during the course of the Services do not constitute complete designs or production validation of any component, part, engine, transmission or

vehicle.

9   Risk and Property

9.1   Risk in the Deliverables shall pass to the Client immediately upon notification from Ricardo to the Client that the Deliverables are available.

9.2   Notwithstanding delivery and/or the passing of risk in the Deliverables or any other provision in these Conditions, property in the Deliverables shall not pass to the Client until Ricardo has received in full in cleared funds all sums due in respect of the Services, including the Deliverables.

10   Rights

10.1   Upon payment by the Client of the total Price due to Ricardo and any other costs and expenses provided for under the Contract, all Deliverables (but excluding any Intellectual Property Rights therein which shall vest in Ricardo and/or one or more Associated Companies), shall become the sole property of the Client. For the avoidance of doubt the Price does not include the cost of searches in third party indexes to identify any existing third-party rights and Ricardo shall not be obliged to carry out any such searches unless specifically requested to do so by the Client at the Client's sole cost.

10.2   The Client accepts that, during the performance of the Services, Ricardo may use and/or apply its Background Information. The Client shall not obtain or have any rights in such Background Information, or any development, modification, improvement, or variation thereof made by Ricardo or on Ricardo's behalf or any representation of the same whether developed or made by Ricardo or on Ricardo's behalf in connection with the performance of the Services or otherwise. All title, rights and Intellectual Property Rights in the Background Information, and any development, modification, improvement or variation thereof made by Ricardo or on Ricardo's behalf, is the sole and exclusive property of Ricardo (or its licensors) provided that the Client may request the right to use such Background Information for the purposes of exploiting the Deliverables but such right will only be granted for internal use within the Client's business and only upon Ricardo's express written consent.

10.3   Any Input Material provided by the Client shall belong to the Client (or its licensors) subject to Ricardo's right to use such Input Material as it requires in the performance of the Services and as otherwise provided for in the Contract.

10.4   Any Intellectual Property Rights which a party (or its licensors) may develop or create during the execution of the Services shall belong to that party (or its licensors as the case may be).

10.5   Upon the passing of property in the Deliverables to the Client in accordance with Conditions 9.2 and 10.1, Ricardo shall grant the Client a non-exclusive, non-transferable, perpetual, royalty free license, but without the right of sub-license (except in accordance with this Condition), to use the Intellectual Property Rights in the Deliverables solely in connection with the Deliverables solely for the purpose of receiving and using the Deliverables and not for any other purpose without Ricardo's express prior written consent. The rights granted by this Condition may only be sub-licensed by the Client to its production suppliers on a need-to-know basis provided that such sub-license is only for use in connection with the Deliverables and notice and details of such sub-license, including the name of the sub-licensee, are promptly given to Ricardo.

10.6   All logos, trade names or trademarks (the "**Marks**") owned or used by Ricardo in the course of its business are the property of Ricardo or its licensors. Ricardo reserves all Intellectual Property Rights in relation to the use of such Marks. The Client may not use or permit the use of such Marks or any similar marks without the prior written permission of a Duly Authorised Officer of Ricardo.

10.7   Ricardo shall be entitled to use all Intellectual Property Rights owned by the Client for the purpose of performing the Services and for Ricardo's own internal research and development work.

11   Warranties and Liability

11.1   Ricardo warrants that:

11.1.1   it will perform the Services using reasonable skill and care, and in accordance with good engineering practice and these Conditions;

11.1.2   no third-party Intellectual Property Rights are known to Ricardo at the date of the Proposal which may be infringed by the Deliverables;

11.1.3   as far as Ricardo is aware at the date of the Proposal, Ricardo or one of the Associated Companies is the owner (or licensee) of the Intellectual Property Rights in the Background Information and the Deliverables and is free to transfer the Deliverables to the Client as indicated in the Contract except for those instances when, at the Client's request, Ricardo has been asked to include third party products and information which may contain third party Intellectual Property Rights.

11.2   In the event of a breach of the warranty at Condition 11.1.2 and/or 11.1.3 above, Ricardo shall be entitled at its own expense and sole option and as the Client's sole remedy for such breach either to:

11.2.1   procure the right for the Client to continue using the Deliverables; or

11.2.2   make such alterations, modifications, or adjustments to the Deliverables so that they become non-infringing without incurring a material diminution in performance or function; or

11.2.3   replace the Deliverables with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

11.3   Ricardo shall not be in breach of the warranty at Condition 11.1.2 and/or 11.1.3 above to the extent any infringement arises from:

11.3.1   the use of any Input Material in the development of, or the inclusion of any Input Materials in, any Deliverable;

11.3.2   any modification of the Deliverables, other than by or on behalf of Ricardo

11.3.3   any combination of the Deliverables with any Client or third-party materials or information; and/or

11.3.4   compliance with the Client's specifications or instructions.

11.4   Subject to Condition 11.5, if:

11.4.1   the Client gives notice in writing to Ricardo within a reasonable time of discovery (and, at the latest, thirty (30) days following completion of the Services) that some or all of the Services and/or Deliverables do not comply with the warranty set out in Condition 11.1.1; and

11.4.2 the Client (if asked to do so by Ricardo) returns any Deliverables to Ricardo's place of business at the Client's cost,

Ricardo shall, at its option, re-perform the Services (which may include the repair or replacement of any Deliverable as determined by Ricardo in its absolute discretion), or refund the Price paid for the Services (if paid).

11.5 Ricardo shall not be liable for any failure of the Services and/or Deliverables to comply with the warranty set out in Condition 11.1.1 if:

11.5.1 the Client makes any further use of the Deliverables after giving a notice in accordance with Condition 11.4; or

11.5.2 the failure arises as a result of any defect in, or failure or inadequacy of, any Input Material.

11.6 Except as set out in Condition 11.4, Ricardo shall have no liability to the Client in respect of any failure of the Services (including any Deliverable) to comply with the warranty set out in Condition 11.1.1.

11.7 The Client warrants that it is the owner of the beneficial rights in the Input Material, and its use by Ricardo for the purpose of providing the Services, will not infringe the copyright or any other rights or Intellectual Property Rights of any third party.

11.8 In the event of a breach of the warranty at Condition 11.7 above, Ricardo shall be entitled, at its sole option and without prejudice to any other right or remedy it may have, to suspend provision of the Services without liability to the Client to allow the Client a maximum of 14 days to:

11.8.1 procure the right for Ricardo to continue using the Input Material; or

11.8.2 make such alterations, modifications, or adjustments to the Input Material so that it becomes non-infringing without incurring a material diminution in performance or function; or

11.8.3 replace the Input Material with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

Provided that any times agreed for the provision of the Services shall be amended accordingly, the Client shall be additionally liable for Ricardo's costs incurred during the period of suspension and, if the Client is unable to rectify the infringement in accordance with Condition 11.8.1, 11.8.2 or 11.8.3, Ricardo shall be entitled to terminate the Contract in accordance with Condition 14.3.1.

11.9 Except as set out in these Conditions, Ricardo gives no warranty or representation as to the quality, condition, or fitness or suitability for any purpose of any of the Services (including any Deliverables) and the Client acknowledges and agrees that it is its sole responsibility to ensure the same. Except as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute, common law, trade, custom, practice or in the course of dealing are excluded to the fullest extent permitted by law.

11.10 Where Ricardo provides any Deliverables which contain or rely upon third party components, parts, software or other products, Ricardo gives no warranty, guarantee or other term as to their quality, fitness for purpose or otherwise. Ricardo shall to the extent reasonably possible assign to the Client the benefit of any warranty, guarantee or indemnity given by the supplier of the relevant components, parts, software or other products to Ricardo.

11.11 Ricardo shall not be liable for any failure or delay in respect of Input Material, or any defect of the Deliverables arising from fair wear and tear, misuse, alteration, amendment, or repair.

11.12 Nothing in this Contract shall exclude or limit Ricardo's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law.

11.13 Subject to Condition 11.12 and notwithstanding any statement to the contrary in this Contract or any other document incorporated, Ricardo's aggregate liability arising under or in connection with this Contract, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, is limited:

11.13.1 To $200,000 or the Price (if greater) but shall not in any event exceed $1,000,000, and

11.13.2 Shall be further limited to exclude liability for loss of profit, loss of business, loss of anticipated savings, loss or use or corruption of software, data or information, and indirect, special, and consequential losses.

11.14 Ricardo will use its reasonable endeavours to deliver the Deliverables in accordance with the timetable set out in the Proposal. The timetable is an estimate only and Ricardo accepts no responsibility or liability, financial or otherwise, for a failure to meet any dates set out in the estimated delivery schedule. For the avoidance of doubt Ricardo shall not be liable to reimburse the Client in respect of any delay payments or other penalties for which the Client may become liable to third parties whether or not Ricardo was aware of such liability.

11.15 The Client agrees that:

11.15.1 it is not a Restricted Party, nor owned or controlled by a Restricted Party;

11.15.2 in the event that the Client becomes a Restricted Party or becomes owned or controlled by a Restricted Party: (a) the Client shall immediately inform Ricardo in writing; and (b) Ricardo shall have the right, at its sole discretion, to terminate any or all of its obligations to Client including cancelling any order or contract made with the Client and suspending deliveries;

11.15.3 it shall not use any revenue or benefit derived from any activity or dealing with a Restricted Party in performing this Contract, and shall not use any revenue or benefit derived from performing this Contract for the benefit of any Restricted Party;

11.15.4 it shall not resell any Deliverables to, or otherwise deal in any way, with any Restricted Party;

11.15.5 it shall comply in all respects with all Sanctions and shall not do anything which would put Ricardo in breach of any Sanctions; and

11.15.6 it is not aware of any circumstances that could give rise to an investigation or prosecution relating to any failure to comply with any Sanctions.

11.16 The Client acknowledges that the Deliverables (including any technical data relating to them) may be subject to US, UK, EU and/or other local government export control laws or regulations ("**Export Control Laws**"). The Client shall comply in all respects with all Export Control Laws and shall be solely responsible for obtaining any necessary import licenses, export licenses, or other governmental approvals or authorisations from the appropriate authorities for: (i) the export of the Deliverables to (and their import into)

the country of delivery; and (ii) if applicable and permitted by Export Control Laws, re-exporting the Deliverables from the country of delivery.

11.17 The Client shall ensure that it imposes contractual obligations substantially similar to those set out in these Conditions 11.16-11.18 on any third party to which it discloses, resells or transfers any Deliverables (including any technical data relating to them).

11.18 The Client shall notify Ricardo in writing as soon as reasonably practicable after it becomes aware that it (or any third party referred to in Condition 11.17) is, or is reasonably likely to be, in breach of these Conditions 11.16-11.18.

11.19 Without limiting the Client's obligations pursuant to Condition 11.16, where Ricardo has agreed to export Deliverables and arrange an export license, Ricardo will use reasonable endeavours to apply for and maintain the export license. The Client shall provide all information and support (including the provision of any end user undertaking) requested by Ricardo. Ricardo shall have no liability for delay or failure if an export license application is refused or delayed or if, once granted, an export license is revoked, suspended so subjected to conditions.

11.20 The Client shall not, under any circumstances, provide any Input Materials to Ricardo that are subject to the US International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). The Client hereby indemnifies Ricardo against any claims, liabilities, costs, fines, proceedings, damages, and expenses (including reasonable legal and other professional fees and expenses) awarded against or incurred or paid by Ricardo (and its Associated Companies) arising from or in connection with the provision by the Client to Ricardo of materials that are subject to the ITAR or EAR.

12 Confidentiality

12.1 The parties acknowledge and agree that the Confidentiality Agreement (if any) shall continue to apply in respect of the Contract, and the remainder of this Condition 12 shall not apply. If there is not a Confidentiality Agreement in place between the parties, the following terms of this Condition 12 shall apply.

12.2 Each party receiving Confidential Information (a "**Receiving Party**") from the other (a "**Disclosing Party**") shall keep that information confidential, and shall:

12.2.1 restrict its disclosure to such of its employees, agents and professional advisors as have a need to know and subject always to such employees and agents being under a similar duty of confidentiality; and

12.2.2 not disclose it to any third party without the prior written consent of the Disclosing Party, except as permitted in this Condition 12.

12.3 The requirements of Condition 12.2 shall not apply to any Confidential Information which:

12.3.1 is disclosed pursuant to the Disclosing Party's specific prior written consent;

12.3.2 is or becomes common knowledge without breach of this Condition by the Receiving Party;

12.3.3 was in the Receiving Party's possession prior to receipt from the Disclosing Party or developed for or by the Receiving Party at any time independently of any disclosure by the Disclosing Party;

12.3.4 the Receiving Party is required to disclose by law or other competent authority provided that the Receiving Party notifies the Disclosing Party, if permitted by law, as soon as it receives such a request for disclosure and affords to the Disclosing Party all such reasonable assistance as the Disclosing Party may request to prevent or limit such disclosure; or

12.3.5 is disclosed pursuant to Condition 13.2.

13 Assignment

13.1 Subject to Condition 13.2 below, neither party may assign, novate, transfer, sub-contract or otherwise dispose of any rights or obligations under the Contract in whole or in part without the express prior written consent of the other party, except for the purpose of a solvent reconstruction or amalgamation.

13.2 Ricardo is entitled to assign, novate, or transfer any of its rights or obligations under the Contract, whether in connection with the performance of the Services or otherwise, to any one or more of the Associated Companies as it may determine in its sole discretion. Ricardo is entitled to sub-contract any of its obligations under the Contract at its sole discretion.

14 Suspension and Termination

14.1 This Contract shall commence on acceptance of the Client's purchase order by Ricardo and shall continue in full force and effect until completion of the Services unless terminated earlier in accordance with Condition 14.3.

14.2 Without prejudice to any rights or remedies, this Contract may be suspended in whole or in part by Ricardo if the Client commits a material breach of this Contract. Where Ricardo is entitled to suspend the Services in accordance with these Conditions or there is a delay in the provision of the Services pursuant to Condition 4, all costs and expenses incurred by Ricardo as a result of such suspension or delay shall be payable by the Client in addition to the Price.

14.3 Without prejudice to any rights or remedies, this Contract may be terminated by:

14.3.1 either party if the other party commits a material breach of this Contract which is incapable of remedy, or where such breach is remediable, the other party fails to remedy such breach within 30 days after written notice has been dispatched by that party by recorded delivery or courier requesting that party to remedy such default;

14.3.2 Ricardo on written notice to the Client in the event that the Client fails to pay by the due date for payment, and/or fails to make payment after a further request for payment;

14.3.3 either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business (or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of aforementioned events); or

14.3.4 by either party on 30 days written notice to the other if an event of Force

Majeure affects the other party from properly performing its obligations under the Contract for a continuous period of at least 4 weeks.

14.4 Client's Right to Suspend

14.4.1 The Client may, on 30 days written notice to Ricardo, suspend any or part of the performance of the Services for a period up to a maximum of 120 days. On receipt of such notice, the parties shall discuss the suspension and likely period of suspension and Ricardo shall seek to minimize expenditure and additional cost arising from suspension.

14.4.2 On suspension pursuant to Condition 14.4.1, Ricardo may invoice the Client for any sums due for Services undertaken up until the date of suspension disregarding any agreed milestone dates, plus any properly incurred cost arising from the suspension. Ricardo shall provide the Client with information and documentation as may be reasonably necessary to verify the sums invoiced. The sum invoiced shall be due and payable by the Client in accordance with the terms of this Contract.

14.4.3 The Client may instruct Ricardo to recommence the Services on reasonable written notice and shall pay Ricardo for reasonably and properly incurred costs, if any, incurred arising from the remobilisation which shall be a variation pursuant to Condition 17.

14.4.4 If the suspension continues for more than 120 days from the first date of suspension, then Ricardo may on 14 days written notice to the Client terminate the Contract. The Client shall pay those sums due and costs incurred as set out in Conditions 14.5 and 14.6 .

14.5 In the event of termination of the Contract for any reason, the Client shall pay Ricardo for all Services performed up to the date of termination regardless of achieving or acceptance of any deliverable or milestone.

14.6 In the event of termination of the Contract for any reason (other than by the Client pursuant to Condition 14.3.1), the Client shall additionally pay Ricardo for all costs incurred after the date of termination in winding down the Services including the dismantling of any test facilities, the storage and/or return of Input Material, delivery of the Deliverables the use of Ricardo's facilities and resources which are unavailable as a result of the termination, any third party supplier costs in respect of goods and/or services which cannot be terminated and the labor costs for Ricardo's personnel and/or sub-contractors, involved in the performance of the Services, for up to a maximum of four weeks from termination or such shorter period until Ricardo can place such personnel with alternative work. The Client shall also pay 10 per cent of the Price outstanding at the date of termination and which the parties agree is a reasonable pre-estimate of the loss Ricardo will suffer as a result of any such termination.

14.7 Unless otherwise specified in the Proposal, the Input Material will, at Ricardo's sole option as notified to the Client, be returned to the Client by Ricardo and/or made available for collection from Ricardo's premises and if the Client is responsible for collecting any of the Input Material from Ricardo's premises, such collection may be made at any time during business hours and on at least 48 hours' notice to Ricardo after Ricardo has given notice that the Input Material are available for collection.

14.8 If the Client fails to collect any Input Material or fails to provide delivery instructions within the time stated in the notification then, without prejudice to any other right or remedy which Ricardo may have, Ricardo may at its sole discretion:

14.8.1 store the Input Material at its own premises or elsewhere and charge the Client for its reasonable costs including insurance for storage; and/or

14.8.2 on notice to the Client, destroy the Input Material and charge the Client for its reasonable costs.

14.9 Any termination or expiration of the Contract shall not affect the accrued rights and obligations of the parties, nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration, including the Client's obligation to pay for the Services performed prior to termination or expiration in accordance with Condition 5.

15 Delays

15.1 Ricardo shall not be responsible for any delay caused by:

15.1.1 the inadequacy or the delay in provision of any Input Material to be supplied by the Client and/or third-party suppliers whether or not nominated by the Client;

15.1.2 the failure or malfunction of any Input Material; and/or

15.1.3 any failure or delay by the Client in performing its obligations in Condition 6.

In the event of such delay Ricardo may extend the timetable and charge the Client for any additional cost incurred as a result of the delay.

16 Taxes

16.1 If Ricardo is liable for any tax levied by a foreign government in connection with the provision of the Services and/or the supply of the Deliverables the Client shall provide Ricardo with the necessary tax certificates to enable Ricardo to recover the taxes to the greatest extent possible under any agreement for the avoidance of double taxation between the U.S. government and the foreign government levying the tax charge.

16.2 If any deduction or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of the law) in respect of any payment due from the Client to Ricardo under the Contract or is in any event made, the relative sum payable by the Client shall be increased so that, after making the minimum deduction or withholding so required, the Client shall pay to Ricardo and Ricardo shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been made.

17 Variations

17.1 Either party may issue a project variation request to vary the Services, which may include a request to change to the objectives, scope of Services, Deliverables, timing of the Services, responsibilities, assumptions, or Price. The recipient of the request shall respond promptly to the request but in any event not later than 21 days after receipt of a notice of the project variation request. Any such request shall be discussed between the parties and considered in a timely manner so as not to prejudice any timing schedule agreed between the parties. Ricardo shall be entitled to additional time to perform its Services and to charge for any additional cost incurred as a result of any project variation which arises through matters outside its control.

17.2 Subject to Condition 3.2, no project variation shall take effect unless and until agreed

to in writing by the Project Manager of Ricardo or such other person who may be notified by Ricardo to the Client as duly authorized for the purposes of this Condition 17.

17.3 If the Client fails to respond to Ricardo's project variation request within 21 days, the Client shall be in material breach of this Contract if it fails to respond within a further 21 days of Ricardo's written notice to the Client requesting the Client to respond to the project variation request.

18 Insurance

18.1 The Client will list all Input Material supplied to Ricardo and will advise Ricardo of the value of that Input Material prior to delivery so that Ricardo may, subject to verification, take steps to insure the same for such value while at Ricardo's premises and under Ricardo's control. Ricardo shall not be obliged to insure Input Material which is being used by employees or representatives of the Client at Ricardo's premises or elsewhere.

19 General

19.1 The Client shall not be entitled to exercise any right of set off arising out of the Contract or otherwise.

19.2 This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Contract and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:

19.2.1 upon entering into this Contract, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Contract or not) except those expressly set out in this Contract; and

19.2.2 the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Contract.

Nothing in this Condition 19.2 or these Conditions shall limit or exclude any liability for fraud.

19.3 If any of the provisions of these Conditions is found by any Court, arbitrator, or other competent authority to be void or otherwise unenforceable either in whole or in part such provision or part thereof shall be deleted, and the remaining conditions shall apply.

19.4 Neither party shall be liable to the other party for the non-performance or delay in the performance of any of its obligations hereunder, other than for Payment, due to events of Force Majeure. Upon the occurrence of such an event of Force Majeure, the affected party shall immediately notify the other party with as much detail as possible and shall promptly inform the other party of continuing developments. Once the event of Force Majeure is removed or ended the affected party shall perform its obligations with all due speed unless the Contract has been terminated in accordance with Condition 14.3.4.

19.5 Nothing in these Conditions shall create a partnership or joint venture between the parties hereto and, except as expressly provided in these Conditions, neither party shall enter into or have authority to enter into any engagement or make any representations or give any warranty either express or implied on behalf of or pledge the credit of or otherwise bind or oblige the other party.

19.6 Except as set out in Condition 11.15, nothing contained in these Conditions shall prevent either party from working with any third party.

19.7 No failure or delay by Ricardo in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Ricardo of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.8 Any notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this Condition to the party giving the notice.

19.9 Except for Associated Companies, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19.10 The language for communication, training and training manuals and correspondence between the parties in respect of the provision of the Services shall be English.

19.11 In the performance of the obligations under or in connection with this Contract the parties their agents and employees shall comply with all applicable laws rules and regulations including the Modern Slavery Act 2015, Bribery Act 2010, the Data Protection Act 2018 and where appropriate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

20 Non-Solicitation

20.1 During the Contract and for 12 months after: (i) the completion of the Services; or, (ii) if earlier, termination of the Contract, the Client shall not offer to employ or engage or otherwise endeavour to entice away from Ricardo any Restricted Person. "Restricted Person" means anyone employed by Ricardo with whom the Client had material dealings in the 12 months before the completion of the Services (or, if earlier, termination of the Contract).

21 Law and Dispute Resolution

21.1 The parties agree that the Contract and these Conditions shall be governed and construed in accordance with the law of the State of Michigan and, subject to Condition 21.2 below, the parties submit to the exclusive jurisdiction of the Michigan Courts.

21.2 Should any dispute arise out of the Contract or these Conditions, including the interpretation thereof or any other matter specifically referred to herein, the parties agree to negotiate for the settlement thereof by the following procedure:

21.2.1 The parties shall use all reasonable endeavours to promptly negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Contract or a breach thereof within 14 days of notification by one party to the other of such dispute. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties within such 14 day period, the dispute shall be immediately referred to the Project Directors of both parties who shall meet (either by themselves or through their authorized representatives and either in person, by telephone or through such other means of communication as may be agreed between them) in good faith within 14 days of the request of either party in order to attempt to resolve the dispute

within a further 14 days from the initial date of such meeting.

21.2.2 In the event that the parties are unable to resolve the dispute pursuant to Condition 21.2.1, the parties agree to refer the matter to mediation in good faith to settle the dispute, at the election of either party in accordance with the American Arbitration Association ("AAA") Commercial Arbitration and Mediation Procedures (the "**Model Procedure**") current at the time of the referral. To initiate a mediation, a party shall give notice in writing ("**ADR Notice**") to the other party to the dispute addressed to its Duly Authorized Officer requesting a mediation in accordance with the Model Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by AAA. The place of mediation shall be Detroit, Michigan. The language of the mediation and agreement shall be in English.

21.2.3 In the event that the parties are unable to resolve any dispute arising out of or in connection with this Contract within 8 weeks of referral to a mediator under Condition 21.2.2, either party may refer the dispute to finally resolved by arbitration using the Rules for Commercial Disputes of the American Arbitration Association. Such arbitration shall be conducted in the English language

Special Conditions

A   **Aerospace Projects – Applicable only to contracts involving aviation or aerospace activities**

A1   This Condition A shall apply to all Contracts in the aviation or aerospace sector or for aviation or aerospace applications. If there is a conflict between this Condition A and Conditions 1 to 21, Condition A shall take precedence. If the Contract does not involve aerospace or aviation activities, this Condition A shall not apply. Notwithstanding the foregoing, nothing in this Condition A seeks to limit or exclude Ricardo's liabilities pursuant to Condition 11.12.

A2   The Client acknowledges that:

A2.1   Ricardo is performing tasks relating to experimental systems or prototypes;

A2.2   Ricardo does not hold any Design Organization Approval (or equivalent) or any other aviation or aerospace certification authority;

A2.3   Ricardo is a consultant specialising in automotive rather than aerospace engineering; and

A2.4   the Client is looking to utilise Ricardo automotive-based engineering solutions to support its own efforts in the aerospace sector.

A3   Ricardo provides no express or implied warranties or representations that:

A3.1   the Services and any Deliverables shall be fit or suitable for any particular purpose;

A3.2   the Services and any Deliverables shall achieve any specific results or outcomes;

A3.3   any Deliverables or any Client or third-party systems, products or designs that utilise, incorporate, are derived from, rely upon, or are otherwise informed by the Services and/or the Deliverables shall be:

(i)   certified or certifiable by any authority;

(ii)   suitable for production purposes; and/or

(iii)   deemed airworthy or safe or suitable for flight.

A3.4   Unless any specific aerospace standards are expressly stated in the Contract, Ricardo shall have no obligation to perform the Services in accordance with any specific aerospace standards.

A4   The Client:

A4.1   shall be responsible for:

(i)   arranging for any aircraft certification and ensuring certifiability, if desired by the Client;

(ii)   performing the role of design authority for any of the Services or Deliverables;

(iii)   (without prejudice to any express warranties by Ricardo in the Contract in respect of the same) ensuring that any required aerospace standards

applicable to the Services and/or the Deliverables are met and that the Services and Deliverables are fit and suitable for purpose for any intended use;

(iv)   ensuring that the Deliverables are used for trials purposes only and will not be used for production purposes; and

(v)   performing all assessments and tasks required to achieve flight worthiness and safety for flight.

A4.2   agrees that any consultation or request for support or advice on the application of the Services (including the Deliverables) for any aviation or aerospace purposes, or any of the Client's responsibilities as set out in Condition A4.1, is outside the scope of the Services and, even if provided during the course of the Services, the Client agrees not to rely on any such consultation, support or advice without conducting appropriate review and verification by suitably qualified and experienced aerospace experts and that any such reliance is entirely at the Client's risk.

A5   Where the Deliverables will be used by the Client for or in connection with experimental flight or trials the Client shall be responsible for defining, risk assessing, obtaining all consents and approvals for coordinating and conducting any flight trials.

A6   The Client hereby indemnifies Ricardo (and its Associated Companies) for any claims, liabilities, costs, fines, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by Ricardo (and its Associated Companies) arising out of or in connection with: (i) the Client failing to discharge its responsibilities or obligations described in Conditions A4 and/or A5; (ii) any use of the Services and/or Deliverables for any flight or aerospace purposes; (iii) if applicable, any flight trials (including from the inception of any such flight trials).

A7   During the term of the Contract and for seven (7) years thereafter the Client shall maintain in force, with a reputable insurance company, aviation insurance to cover the parties' liabilities (being not less than $50 million) that may arise under or in connection with the Contract (including the Client's liabilities in connection with this Condition A).

B   **Functional Safety – Applicable only to contracts involved functional safety activities**

B1   This Condition B shall apply to all Contracts involving functional safety activities. If there is a conflict between this Condition B and Conditions 1 to 21, Condition B shall take precedence. If the Contract does not involve functional safety activities, this Condition B shall not apply. Notwithstanding the foregoing, nothing in this Condition B seeks to limit or exclude Ricardo's liabilities pursuant to Condition 11.12.

B2   Where the Services include functional safety analysis or activities, Ricardo shall perform such functional safety analysis in accordance with the requirements and standards set out in the Proposal.

B3   If, during the performance of the Services, Ricardo identifies any safety issues, Ricardo will notify the Client and the Client shall be responsible for determining the necessary measures to eliminate or mitigate the safety concern to an acceptable level.

B4   Without limiting Ricardo's obligations under Conditions B2 or B3, Ricardo provides no warranties that the Deliverables or the Services are safe (including safe to use or operate) or are otherwise fit for any particular purpose.

B5   To the extent permitted by law, Ricardo shall have no liability to the Client:

B5.1   if the Client fails (or elects not) to implement any safety recommendations made by Ricardo in the course of the provision of the Services;

B5.2   if the Client fails to adequately address any safety issues identified by Ricardo in accordance with Condition B3; and/or

B5.3   for any loss or damage arising from a safety related incident arising from any Deliverables or Services or other work, advice or information provided, unless caused by Ricardo's breach of Conditions B2 and/or B3.

B6   The Client hereby indemnifies Ricardo (and its Associated Companies) for any claims, liabilities, costs, fines, proceedings, damages, and expenses (including reasonable legal and other professional fees and expenses) awarded against or incurred or paid by Ricardo (and its Associated Companies) arising out of or in connection with any of the circumstances described in Condition B5.