

1. GENERAL PROVISIONS. APPLICATION OF THE TERMS

- 1.1. The General Terms and Conditions of Purchase (hereinafter referred to as the "GTC") apply to the purchase of any goods, including materials, raw materials, parts, equipment and any related services, as well as the supply of the aforementioned goods (hereinafter referred to as the "Goods") from a seller or supplier (hereinafter jointly referred to as the "Supplier") by SAFEROAD PRODUCTION Spółka z o.o. with its registered office in Inowrocław, 150 Marcinkowski Street, 88-100 Inowrocław/Poland, entered into the register of entrepreneurs of the National Court Register by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register Court Register under KRS number 0000189130, NIP 5560010462, REGON 090428498 (hereinafter referred to as the "Buyer").
- 1.2. These GTC form an integral part of each order placed by Buyer to the Supplier, the contract for the purchase or delivery of Goods, and the offer made by the Supplier to the Buyer, on the basis of which the Buyer places an order with the Supplier (hereinafter referred to as the "Order"). If the parties conclude a purchase or delivery agreement in writing, these GTC shall apply to the extent not otherwise regulated in this agreement. In the mutual relations between the Buyer and the Supplier, only the provisions of these GTC, the terms of the Order and the provisions and documents indicated in the Order or which the Buyer has previously agreed with the Supplier in writing are binding.
- 1.3. The Supplier's General Terms and Conditions of Sale, Model Contracts, Terms and Conditions, Other Provisions of Offers or Sales Rules shall not bind the Buyer, even if their application has not been expressly excluded by the Buyer.
- 1.4. By executing the Order or confirming its acceptance, the Supplier assumes the obligations arising from the GTC in full. If the Supplier does not agree with the GTC, then the Supplier is obliged to immediately notify the Buyer in writing before confirming the received Order or proceeding with its execution. In this case, the Buyer may withdraw the Order, and the Supplier is not entitled to any claims against the Buyer.
- 1.5. For the purposes of the GTC, the term "written form" is also understood as a documentary form within the meaning of the Civil Code Act (e.g. e-mail, fax).

2. ORDERS

- 2.1. The Supplier is obliged to confirm in writing the acceptance for the execution of each Order within 1 (one) week from the date of its receipt from the Buyer. The Agreement shall be deemed to have been concluded at the moment of written confirmation of the Order or commencement of the purchase/delivery, whichever is earlier.
- 2.2. Failure to confirm the Order in writing by the Supplier within the above deadline results in the failure to conclude the agreement. The Supplier is obliged to notify the Buyer of obvious errors (e.g. clerical or calculation errors) in the Order as well as of the incompleteness of the order, including in the documentation attached to the order, in order to allow them to be corrected or supplemented before confirming the Order. In the absence of such notification, the agreement is not concluded.
- 2.3. The Order may be accepted by the Supplier only without reservation. Any terms, conditions, or reservations contained by the Supplier in the Order confirmation or elsewhere that modify or supplement the Order and/or the T&Cs shall be deemed ineffective and shall be deemed unreserved unless expressly agreed to by the Buyer in writing. In the absence of the above consent of the Buyer, the agreement will be considered concluded under the terms and conditions specified in the Order.
- 2.4. The Supplier is not entitled to make changes to the confirmed Order, unless the Buyer agrees to this in writing or the change is made at the written request of the Buyer.

- 2.5. The Buyer may make changes to the Order after it has been placed, confirmed by the Supplier and during its execution by the Supplier, and the Supplier will make every effort to take these changes into account.
- 2.6. The Supplier is obliged to indicate the Order number on all documents related to the purchase/delivery of the Goods.
- 2.7. The Supplier is obliged to provide the Buyer with information about any planned interruptions in production, including holiday breaks or planned downtime in advance to allow the Buyer to place an Order with another supplier without the need to incur additional costs.
- 2.8. The Supplier is obliged to inform the Buyer of any intention to make changes to the Goods or their production technology, as well as of the intention to withdraw the Goods from production or sale in good time, giving the Buyer the opportunity to ensure continuity of supply, including the time needed to fully test and approve the necessary replacements for the Goods. In the event of the Supplier's failure to comply with this obligation, the Buyer has the right to demand compensation for the resulting damage, in particular to charge the Supplier with the costs related to production downtime and to demand compensation for damage caused by the lack or delay in the performance of the Buyer's obligations towards its customers, including lost profits, and if the Supplier receives such demands, it will comply with them.

3. DELIVERY OF GOODS

- 3.1. The Supplier is obliged to deliver the Goods to the Buyer in accordance with the accepted specifications and conditions/parameters contained in the Order and in a manner consistent with the Buyer's received requirements. The Supplier is obliged to comply with the applicable regulations governing the delivery of goods, including (i) the provisions of the Act on the System of Monitoring the Road and Rail Transport of Goods and Trade in Heating Fuels, as well as to inform the Buyer if the Goods are subject to SENT notification, and (ii) the provisions of the Excise Duty Act, and to inform the Buyer about the customs code of the Goods and whether the Goods are subject to excise duty, including in the event of a change in classification.
- 3.2. Unless otherwise agreed by the parties, deliveries are made on the basis of DAP (Delivery at Place) - within the European Union and DDP (Delivered Duty Paid) - for deliveries from outside the EU on the basis of Incoterms 2020, to the place indicated in the Order by the Buyer.
- 3.3. The Supplier is obliged to confirm/notify the delivery 24 hours before the delivery of the Goods to the Buyer. Before the delivery, the Supplier is obliged to check the Goods in terms of: their compliance with the specification, quality, quantity/weight, compliance with the requirements specified in the Order, damage to the Goods and correctness of packaging.
- 3.4. The Supplier is obliged to deliver the Goods in the quantity consistent with the Order, without damage and of good quality.
- 3.5. The Supplier is obliged to ensure that the Goods are packaged in a manner appropriate to the type of Goods, ensuring their safety and preventing damage during loading, transport, unloading, handling and storage.
- 3.6. The Supplier is obliged to mark the Goods in the correct manner (i) in accordance with the requirements of the Buyer; (ii) in accordance with applicable laws and customary rules, which applies in particular to Dangerous Goods; (iii) bear all markings necessary for proper and safe installation, storage, use and resale.
- 3.7. The Supplier is obliged to ensure that the transport of the Goods is carried out by means of communication ensuring the safe delivery of the Goods to the Buyer, including the

delivery of the Goods in proper condition, without damage and defects and in accordance with the requirements of the transport regulations.

- 3.8. Pallets and packaging delivered by the Supplier together with the Goods are considered disposable and non-returnable. The price of pallets and packaging is always included in the net price of the Goods included in the Order, unless otherwise agreed in writing with the Buyer. If the Parties have so decided in writing, the Buyer may return the pallets and packaging, but always at the Supplier's expense and risk. If the packaging is not subject to processing into secondary raw materials, the Supplier may, at the request of the Buyer, be obliged to collect it from the Buyer or dispose of it at its own expense and risk and, if received such obligation, will comply with it.
- 3.9. For each delivery of the Goods to the Buyer, the Supplier is obliged to attach in particular (i) a set of delivery documents, (ii) a consignment note, (iii) complete and correct technical documentation, in particular certificates, attestations, warranty cards required by the Buyer or customarily attached to Goods of this type, as well as any other documents necessary to place the Goods on the market or further resale in accordance with the applicable regulations, (iv) other documents required by Buyer.
- 3.10. The Buyer may refuse to accept the Goods if the Goods do not meet the requirements referred to in paragraphs 3.1 - 3.9 above. Refusal to accept the Goods will be tantamount to a delay in the delivery of the Goods (paragraph 3.15.).
- 3.11. The delivery date of the Goods is specified in the Order. This deadline is final and binding on the Supplier, unless the Buyer has agreed in writing to another delivery date proposed by the Supplier.
- 3.12. In the case of Goods imported from outside the European Union, the Supplier is responsible for the release of the Goods for circulation in the customs territory of the European Union in accordance with the regulations in force in the Union. In the case of import deliveries, due to customs regulations, the Goods should be accompanied by an invoice in two copies. Any simplifications in this regard are permissible only after prior written confirmation by the Buyer.
- 3.13. If documents are required for the import of Goods from outside the European Union in order to determine the purpose of the shipment, the Supplier is obliged to deliver them to the Buyer at its own expense. In the event of the obligation to carry out customs procedures, the Supplier is obliged to provide a certificate of origin of the Goods. This certificate is required for each shipment. Unless otherwise agreed in writing, the clearance is carried out by the Supplier.
- 3.14. In the case of acquisition of goods within the European Union, the Supplier is obliged to provide a certificate of origin of the Goods at the request of the Buyer.
- 3.15. The Supplier is obliged to immediately inform the Buyer of any circumstances that may affect the delay in the delivery of the Goods. In the event of a delay in the delivery of the Goods:
 - 3.15.1. The Supplier shall pay a contractual penalty in the amount of 1% of the net value of the delivery for each full week of delay, but in total not more than 5% of the value of the delivery, whereby the demand for payment of the contractual penalty does not exclude the Buyer's right to seek compensation on general terms, if the amount of the damage suffered exceeds the value of the contractual penalty;
 - 3.15.2. the Buyer may withdraw from the contract or part thereof without setting an additional deadline and without the obligation to pay any damages or penalties to the Supplier, and the Supplier shall pay the Buyer a contractual penalty for withdrawal from the contract in the amount of 10% of the net value of the delivery, whereby the demand for payment of the contractual penalty does not exclude the

Buyer's right to seek compensation on general terms, if the amount of the damage suffered exceeds the value of the contractual penalty.

- 3.15.3. The Supplier will be obliged to cover the costs of the replacement Order for goods from another supplier.
- 3.16. The obligations referred to in paragraphs 3.15.1 - 3.15.3 exist independently of each other and may be combined, and the choice of claim is solely the responsibility of the Buyer.
- 3.17. The Buyer may refuse to accept the Goods delivered before the delivery date, and if the Buyer agrees to accept them, he may charge the Supplier with the costs of storage, whereby such storage takes place at the Supplier's risk.
- 3.18. Partial deliveries of Goods are permissible after prior arrangement or if the Buyer has agreed to them in writing. The buyer has the right to refuse to accept partial delivery.
- 3.19. For each delivery of the Goods, the risk and title shall pass from the Supplier to the Buyer at the time of delivery of the Goods to the destination in accordance with paragraph 3.2 and acceptance of the Goods by the Buyer. The Supplier guarantees that at the time of delivery it is entitled to the right of ownership of the Goods and transfers it to the Buyer in a form free of liens, encumbrances and claims of third parties.
- 3.20. Receipt of the Goods without reservation does not exclude the Buyer's right to subsequently report them to the Supplier. The Buyer will raise objections within a reasonable period of time after receipt of the Goods.
- 3.21. If it is necessary for the Buyer to present certain documents in order to complete the Order, the Supplier is obliged to inform the Buyer of this fact within a time enabling the Buyer to obtain these documents and to complete the Order on time.
- 3.22. The Supplier and persons carrying out the delivery of the Goods to the Buyer on its behalf, including carriers, are obliged to comply with all internal procedures and regulations in force at the Buyer's premises. These procedures and regulations will be made available to the Supplier at any request of the Supplier.
- 3.23. All documentation and/or items provided by the Buyer in connection with the Order, such as e.g. technical documentation, tools, standard production sheets, production equipment, remain the property of the Buyer and may be used by the Supplier only for the purpose of executing the Order, without the possibility of making them available to third parties without the consent of the Buyer. Copying or reproduction is only permitted to the extent necessary for the execution of the Order. All copyrights to works within the meaning of copyright law are vested exclusively in the Buyer. This documentation (including copies) and items must be returned to the Buyer immediately upon completion of the Order. The Supplier is not entitled to invoke any law justifying their retention,
- 3.24. In the event that the Supplier in connection with the Order provides the Buyer with the documentation and/or items indicated in paragraph 3.23, in part or in whole for the benefit of the Buyer, the provisions of paragraph 3.23 shall be appropriate, and after their production, the Buyer shall acquire their ownership in whole or in part in relation to the Supplier's shares in the production costs. The Supplier is obliged to store such items for the benefit of the Buyer as part of the delivery fee. The Buyer is entitled to acquire full ownership of these items at any time, with a refund of the uncovered production costs, and the Supplier is obliged to release these items to the Buyer.
4. QUALITY AND SAFETY OF GOODS. QUALITY GUARANTEE
- 4.1. The Buyer has the right to conduct audits in the production facilities and other premises of the Supplier and its subcontractors, in particular in order to verify the correctness of the execution of Orders for the Goods and their quality. Audits may take place during normal business hours, after prior notification of the audit to the Supplier. The Supplier

- shall provide the Buyer and/or its representatives with unhindered access to the places where the audit is to be carried out and shall provide appropriate information and support.
- 4.2. The Supplier represents and warrants that the Goods (i) have been made in accordance with the relevant regulations, standards and approvals, (ii) do not pose a risk to health, life, safety or the environment as long as they are stored, transported, and used in accordance with accepted practices applicable to Goods of this type, (iii) comply with the specifications that have been accepted by the Buyer in writing, provided samples or models that have passed Buyer's tests and Buyer's reported requirements to the Supplier, (iv) may be used for the Buyer's purposes known to the Supplier, and (v) are free from any physical and legal defects.
 - 4.3. The Supplier further guarantees that all substances contained in the Goods have been pre-registered, registered or are exempt from registration and, if applicable, are authorised in accordance with the relevant requirements of REACH and other regulations applicable to the Goods, as regards the uses declared by the Buyer.
 - 4.4. The declarations contained in paragraphs 4.2 and 4.3 above are tantamount to the Supplier issuing a warranty document to the Buyer, and if the Supplier presents the Buyer with a separate warranty document, to the extent that it is contrary to these GTC and less favourable to the Buyer, the terms and conditions resulting from the GTC shall prevail.
 - 4.5. The period of the quality guarantee granted, counted from the date of delivery of the Goods to the Buyer, is 2 years, whereby, if the Supplier provides a warranty for a longer period in its warranty card, this longer period will apply.
 - 4.6. The Supplier shall bear all costs of performing warranty obligations (including, in particular, the costs of sorting, disassembly, repairs carried out at the Buyer's plant, collection of defective Goods, repackaging and transport, assembly, handling costs, etc.) and costs incurred by the Buyer in connection with the delivery of defective Goods.
 - 4.8. In the event of defects in the Goods, regardless of the basis of claims and rights arising from the warranty, the Buyer has the right to seek compensation from the Supplier on general terms for damages caused to the Buyer or its customers by the Goods. The Supplier's obligation to compensate for damage includes, in particular, covering the costs associated with downtime at the Buyer, the costs of expenditures incurred on the Goods, the costs related to the use of the Goods in its business, including its products, the costs of damage caused by the Buyer's products as a result of the use of defective Goods, the costs of withdrawing such products of the Buyer from the market, the costs of ordering replacements for the Goods from another supplier, price difference.
 - 4.9. Upon notification to the Supplier of defects in the Goods, the Buyer may withhold all payments due to the Supplier at that time, excluding any claims of the Supplier against the Buyer in respect thereof, including interest for delay or delay, damages, the right to terminate the contract, or without the right to withhold deliveries.
 - 4.10. The Buyer's rights resulting from the quality guarantee do not in any way infringe the Buyer's rights resulting from the warranty under the general principles of the Civil Code. The warranty rights are vested for a period consistent with the regulations, but not shorter than for the shelf life of the Goods.
 - 4.11. The deadline for the Supplier to consider a complaint under the warranty and warranty is 7 days. If the Supplier does not provide a final response to the Buyer within this period, the Buyer may consider that the Supplier has considered the complaint in favor of the Buyer.
 - 4.12. The Buyer's obligation to inspect the delivered Goods is limited only to checking the type of Goods and the quantity in terms of conformity with the Order. The Buyer is not obliged to perform any acts of care in relation to the delivered Goods and, in particular, is not obliged to examine the Goods at any time, including during delivery. The Buyer retains

all rights if it notifies the Supplier of a defect in the Goods at any time after it has been discovered. Notice may be made in any form, including oral, telephone and e-mail.

4.13. The Provider's liability for any reason shall not be excluded or limited.

5. PRICE, INVOICES AND PAYMENTS

5.1. The prices indicated in the Order are not subject to change, with the proviso that if, after the Buyer has placed the Order, the parties agree on lower prices, these lower prices will apply. However, if the parties agree on higher prices after the Buyer has placed an Order, they may apply if the Buyer agrees to them in writing.

5.2. All taxes (excluding VAT or other applicable tax), fees, insurances, any other costs related to the execution of the Order (including delivery costs), packaging costs, security, costs of necessary documents and other elements necessary for the use of the Goods and sale are included in the prices indicated in the Order. The prices also include any remuneration for the use or transfer of intellectual property rights.

5.3. In order to fulfil the obligation arising from Article 4 c of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2022, item 893), the Buyer declares that it has the status of a large enterprise.

5.4. Payments will be made within the time agreed by the parties to the contract.

5.5. The payment deadline will always be counted from the date of a properly issued VAT invoice confirming the delivery of the Goods, indicating the Buyer's Order number. In the event that the invoice is delivered before the delivery of the Goods or the performance of the service, the payment deadline is counted from the date of receipt of the goods or services by the Buyer. Payments will be made by bank transfer to the bank account indicated by the Supplier in the letter addressed to the Buyer. The Delivery Company is obliged to immediately inform the Buyer of any change in this account in the same way. The day of payment is considered to be the day on which the Buyer's bank account is debited with the due amount.

5.6. The Supplier is obliged to issue a VAT invoice in the currency indicated in the Order. If, with the Buyer's consent, invoicing is made in a currency other than the one indicated in the Order, the Supplier will convert it according to the average exchange rate of the National Bank of Poland on the day preceding the issuance of the VAT invoice.

6. RIGHTS OF THIRD PARTIES

6.1. The Supplier guarantees that the Goods, their use and sale or delivery by the Buyer do not infringe any rights of third parties, including intellectual property rights, trade secrets, know-how in any territory.

6.2. At the Buyer's request, the Supplier is obliged to cover all claims brought against the Buyer by third parties – on any grounds, including due to a physical or legal defect, as well as to reimburse the Supplier for the necessary legal costs of such claim.

7. FORCE MAJEURE. THREAT OF GROSS LOSS.

7.1 The Buyer shall not be liable for non-performance or improper performance of the obligation, and any claims of the Supplier in this respect are excluded if the performance by the Buyer of any obligations towards the Supplier, including the receipt of the Order, is impossible or significantly hindered due to circumstances beyond the control of the Buyer, including those caused by force majeure, which is considered to be events that could not have been foreseen by the Buyer, in particular, such as riots, war, fire, flood, other natural disasters, restrictions or legal regulations of the government, legislative acts, strikes, lock-outs, epidemics and others, as well as if there have been delays by carriers

or other entities through which the Buyer performs its obligation. The Buyer shall inform the Supplier of the circumstances indicated above without undue delay.

8. SUPPLIER STATEMENT

8.1. The Supplier hereby declares that:

8.1.1. The Supplier, the beneficial owner of the Supplier, members of its bodies and persons acting on behalf of the Supplier are not subject to individual sanctions imposed by the Republic of Poland, the European Union, the United Nations Security Council and the United States of America;

8.1.2. The Supplier has carried out the necessary verifications with its suppliers and guarantees that the Goods have been manufactured in accordance with international sanctions, as well as the Supplier does not make any goods and services available to countries and persons subject to sanctions imposed by the Republic of Poland, the European Union and the USA in connection with Russia's aggression against Ukraine. In particular, the Supplier complies with restrictive measures in accordance with:

- the Polish Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security;
- Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in Russia's aggression against Ukraine;
- Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine;
- Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

8.2. The Supplier undertakes to immediately inform the Buyer, to the extent legally permissible, of any change in circumstances affecting the content of the above statement.

9. CODE OF CONDUCT

9.1. The Supplier is obliged to comply with the Code of Conduct for Suppliers of the SAFEROAD group to which the Buyer belongs (the Code). The current version of the Code is available at the following address: <https://www.saferoad.com/media/hbdpxclt/2022-06-saferoad-supplier-coc-en.pdf>.

9.2. The Supplier is obliged to ensure that its business contractors with whom it cooperates in the execution of the Order accept the obligation to comply with the Code and regularly verify the compliance of their conduct with the Code.

9.3. The Buyer reserves the right to verify the compliance of the Supplier's conduct with the provisions of the Code, while maintaining confidentiality, after prior notification to the Supplier, and the Supplier is obliged to actively support the Buyer in clarifying the suspected violation of the Code.

10. FINAL PROVISIONS

10.1. The Supplier is obliged to keep secret all information in its possession during the execution of the Order for the benefit of the Buyer or in connection with its execution, regardless of the form of providing such information to the Buyer and its source (hereinafter: Confidential Information). Confidential information may not be disclosed by the Supplier to any third parties, without the prior written consent of the Buyer. Such information may be used by the Supplier only in connection with the execution of the Order or in order to prepare offers or quotes for the Buyer. The confidentiality obligation

- applies throughout the period of cooperation between the Buyer and the Supplier, and after its termination for 10 years from the date of the last delivery to the Buyer.
- 10.2. The Supplier, without the prior written consent of the Buyer, is not entitled to refer in any way to cooperation with the Buyers, in particular for advertising or marketing purposes.
 - 10.3. The Supplier may not transfer the rights and obligations arising from Orders executed for the Buyer to any third parties without the prior written consent of the Buyer under pain of nullity.
 - 10.4. The Supplier is entitled to use subcontractors only after obtaining the prior written consent of the Buyer.
 - 10.5. Polish law shall apply to the Order, GTC and all issues arising from the cooperation between the Supplier and the Buyer, and not regulated by these GTC, with the exception of conflict of law rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply.
 - 10.6. Any translations of this document into foreign languages are only of an auxiliary nature, and the Polish version is binding.
 - 10.7. Any disputes between the Supplier and the Buyer shall be resolved by a common court in Poland competent for the Buyer's registered office, and in this respect the Supplier submits to Polish jurisdiction. However, Buyer shall always be entitled to bring an action or bring any other proceedings in any court of competent jurisdiction for the Supplier or in general jurisdiction and, if such choice is made, such jurisdiction shall be exclusive. In the event of a lawsuit or initiation of any other proceedings by the Buyer, the Supplier undertakes not to raise charges related to the lack of jurisdiction of the court or its lack of jurisdiction.

“CBAM Compliance.

Seller shall be solely responsible, at its own cost, for full compliance with the EU Carbon Border Adjustment Mechanism (Regulation (EU) 2023/956) and all related implementing or national measures applicable to the Products (hereafter “**CBAM**”).

Seller shall timely provide complete and accurate embedded emissions data, calculation methodologies, verification statements, and any other information or documentation required for each shipment in the format and by the deadlines required by CBAM.

If Buyer or its Affiliate acts as the EU declarant/importer, Seller shall enable and support such filings and shall reimburse, credit, or pay Buyer for all CBAM-related amounts attributable to the Products, including the acquisition and surrender of CBAM certificates, administrative fees, penalties, interest, and reasonable costs of compliance.

Seller warrants that all CBAM data it supplies are true, correct, complete, and prepared in accordance with applicable CBAM rules and approved methodologies. Seller shall promptly notify Buyer in writing of any change that may affect CBAM treatment of the Products, including process changes, fuel mixes, or supplier substitutions.

Buyer and its representatives may, upon reasonable notice and during normal business hours, audit Seller’s CBAM-related records, systems, facilities, and sub-suppliers to verify compliance and data accuracy. Seller shall provide access, cooperation, and copies of records, and shall retain all CBAM-related records for at least five (5) years after the last delivery or such longer period required by law. If an audit reveals noncompliance or a variance exceeding applicable tolerances, Seller shall promptly cure and reimburse Buyer for all audit costs and resulting CBAM-related amounts.

Seller shall indemnify, defend, and hold harmless Buyer, its Affiliates, and their respective directors, officers, employees, and agents from and against all claims, assessments, fines, penalties, liabilities, losses, damages, costs, and expenses (including

reasonable attorneys' fees) arising out of or relating to CBAM or Seller's breach of this clause, including any inaccurate or late data or documentation.
This clause survives expiration or termination of the Agreement.
Any breach of this clause, including but not limited to information to be provided, shall constitute a material breach of the Agreement.”