

FREIGHT TRANSPORTATION SERVICES AGREEMENT

This Freight Transportation Services Agreement (the "Agreement"), dated as of _____, 20__ (the "Effective Date"), is between The Boeing Company, a Delaware corporation ("Boeing"), acting through its Indirect Supply Chain Group for the benefit of its subsidiaries, operating groups, divisions, and affiliates in which it maintains a minimum of 51% ownership interests, and _____, a _____ ("Service Provider").

The parties agree as follows:

1. SCOPE OF SERVICES

Service Provider shall provide the freight transportation services described in the Statement of Work (the "Statement of Work") attached hereto as Attachment A and incorporated herein by this reference (the "Services"). In the event of a conflict between the terms of this Agreement and the SOW, this Agreement shall control.

2. OTHER TERMS AND CONDITIONS

Bill of Lading/Air Waybill. Boeing's shipper's letter of instruction (SLI), standard bill of lading or air waybill shall apply to these Services, unless Service Provider's standard bill of lading or air waybill is attached hereto as Attachment B, in which case such bill of lading or air waybill shall apply; provided, however, that the terms of this Agreement will control in the event of any inconsistency between a bill of lading or an air waybill and this Agreement. Such Attachment B shall be amended only by written agreement of the Parties. The terms and conditions of any other bill of lading or air waybill will not apply to the Services, and the signature of the Service Provider on the same will only acknowledge receipt of the transported property (the "Cargo") by the Service Provider and identify the entity to receive the Cargo. Continued use of an unauthorized bill of lading or air waybill by Boeing will not constitute an implied acceptance by Boeing.

3. FEES

Service Provider agrees to charge, and Boeing agrees to pay, the prices and charges for Services set forth in Attachment C (the "Fees"). Both Boeing and Service Provider agree to be reasonable in determining pricing for services not addressed in Attachment C. The Fees shall be effective for the Term of this Agreement, as defined in Section 6.A (Term and Termination of Agreement).

4. TAXES

Unless this Agreement specifies otherwise, the Fees include, and Service Provider is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Agreement, except for applicable sales and use taxes that are separately stated on Service Provider's invoice. The Fees shall not include any taxes, impositions, charges or exactions for which Boeing has furnished a valid exemption certificate or other evidence of exemption.

5. INVOICES AND PAYMENT

- A. Invoice Requirements. As compensation for Services performed by Service Provider, Boeing shall pay Service Provider the Fees within net ninety (90) days of receipt by Boeing of a correct, accurately rated, complete and properly documented invoice. All special charges asserted by Service Provider, including for same day or expedited delivery, will be supported by evidence of authorization by Boeing. Proper documentation includes proof of delivery and

the specific documents as set forth in the SOW. The invoice and all relevant detail will be delivered by the tenth (10th) business day of the month. All invoice amounts will be billed and payable in U.S. currency.

- B. EDI. Service Provider shall have Electronic Data Interchange (“EDI”) invoicing capabilities and shall submit invoices by EDI. Upon notice from Boeing, Service Provider shall submit such invoices to Boeing’s designated freight audit and payment agent (the “Payment Agent”). EDI mapping requirements shall be coordinated with and approved by Boeing and its Payment Agent. Boeing shall not be responsible for late payments or be held to have breached this Agreement for reason of late payments, if such late payments result from Service Provider’s failure to properly map in EDI all contractually required data elements.
- C. Invoice Disputes. If Boeing disputes any Fees, Boeing may withhold payment of the disputed amount, but Boeing shall pay all charges not in dispute by the invoice due date. Boeing and Service Provider will work in good faith to resolve any dispute within ninety (90) days following receipt of the Boeing notice of dispute, including elevation to management as necessary. Upon resolution, disputed amounts shall be deemed due and payable within ninety (90) days of resolution.
- D. New Accounts. Service Provider may open new accounts chargeable to Boeing only upon written consent of the following authorized Boeing personnel:
- a. Domestic U.S. Accounts - Boeing Supply Chain Logistics representatives designated on 01/01/2019
 - b. International – Accounts
 - Boeing Supply Chain Logistics representatives designated on 01/01/2019, or
 - Boeing representatives from Boeing international locations designated on 01/01/2019.

Boeing shall not be liable, and Service Provider waives all claims, for payment of any invoices associated with accounts opened by other than the authorized representatives described above. Service Provider will not automatically generate account numbers. Boeing will not be liable for payment of invoices associated with any such automatically generated account numbers.

- E. Over or Under Charges. Boeing and Service Provider shall submit any claims for overcharges and undercharges, as the case may be, within two (2) years of the date of the original invoice setting forth such overcharge or undercharge. Any claims submitted thereafter are deemed waived; provided, that there shall be no such waiver with respect to claims by Boeing for refund of duplicate payments.
- F. Liability. Boeing shall not be liable, and Service Provider waives all claims, for invoices submitted in excess of one hundred eighty (180) days after the ship date of the Cargo for which payment is sought.
- G. Overpayment. Within thirty (30) days of discovery of an overpayment by Boeing, Service Provider will remit payment to Boeing in the amount of such overpayment at the following address:

The Boeing Company
32485 Collection Center Drive
Chicago, IL 60693-0324

Such payment shall be made by check, and not by credit, and will include the following information:

- Invoice number which applies to refund (credit)
- Pro-number
- "Freight" must be placed on the memo line of the check

6. TERM AND TERMINATION OF AGREEMENT

- A. Term. The term of this Agreement shall commence on the Effective Date and continue for three (3) years thereafter (the "Term"), unless earlier terminated in accordance with this Section 6.
- B. Termination for Default. Boeing may, by written notice to Service Provider, terminate all or part of this Agreement (i) if Service Provider fails to perform any of its material obligations of this Agreement or fails to make progress, so as to endanger performance of this Agreement, and, in either of these two circumstances, does not cure such failure within ten (10) days after receipt of notice from Boeing specifying such failure; or (ii) in the event of Service Provider's bankruptcy, suspension of business, insolvency, appointment of a receiver for Service Provider's property or business, or any assignment, reorganization or arrangement by Service Provider for the benefit of its creditors. Service Provider shall continue to provide all Services not terminated pursuant to this Section 6.B.
- C. Termination for Convenience. Boeing reserves the right to terminate this Agreement, or any part hereof, for its convenience upon thirty (30) days prior written notice to Service Provider. In the event of such termination, Service Provider shall immediately cease all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In case of termination for convenience by Boeing of all or any part of this Agreement, Boeing shall not be obligated to pay Service Provider any amount in excess of the Fees earned for Services performed prior to the date of termination. The provisions of this Section 6.C shall not limit or affect the right of Boeing to terminate this Agreement for default.

7. INSURANCE

- A. Commercial General Liability. If Service Provider or any subcontractor thereof will perform Services on Boeing premises, Service Provider shall carry and maintain, and ensure that all subcontractors carry and maintain, throughout the period when Services are performed, Commercial General Liability insurance with available limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under Section 11 (Indemnity) of this Agreement).
- B. Automobile Liability. If licensed vehicles will be used in connection with the Services, Service Provider shall carry and maintain, and ensure that any subcontractor who uses a licensed vehicle in connection with the performance of the Services carries and maintains, throughout the period when Services are performed, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- C. Workers' Compensation and Service Provider's Liability. Throughout the period when Services are performed, Service Provider shall, and ensure that any subcontractor shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Service Provider's liability with limits not less than one million dollars (\$1,000,000) per incident) with

respect to all of their respective employees on or about Boeing premises. If Boeing is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Service Provider or any subcontractor, Service Provider shall reimburse Boeing for such payment.

- D. Certificates of Insurance. Prior to commencement of the Services, Service Provider shall provide for Boeing review and approval certificates of insurance reflecting full compliance with the requirements set forth in subsections 7.A (Commercial General Liability), 7.B (Automobile Liability) and 7.C (Workers' Compensation and Service Provider's Liability). Such certificates shall be kept current and in compliance throughout the period when the Services are being performed and until final acceptance by Boeing, and shall provide for thirty (30) days advance written notice to Boeing in the event of cancellation. Failure of Service Provider or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Boeing to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Service Provider's obligations under this Agreement.
- E. Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Section 7 shall be assumed by, for the account of and at the sole risk of Service Provider or the subcontractor which provides the insurance and to the extent applicable shall be paid by such Service Provider or subcontractor. In no event shall the liability of Service Provider or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.
- F. Protection of Property. Service Provider assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties whether owned, hired, rented, borrowed or otherwise. Service Provider waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Boeing, its subsidiaries and their respective directors, officers, employees and agents for any such loss or destruction of or damage to any property of Service Provider, any subcontractor or their respective employees.

At all times Service Provider shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Boeing property. If any such property (not including Cargo which is covered in Section 12 (Cargo Loss)) is damaged by the fault or negligence of Service Provider or any subcontractor thereof, Service Provider shall, at no cost to Boeing, promptly and equitably reimburse Boeing for such damage or repair or otherwise make good such property to the satisfaction of Boeing. If Service Provider fails to do so, Boeing may do so and recover from Service Provider the cost thereof.

8. FINANCIAL REVIEW

If requested by Boeing, the Service Provider shall provide financial data on a quarterly basis, or as requested, to Boeing's Corporate Credit Office for credit and financial condition reviews. If Service Provider itself is publicly traded (not a subsidiary of a publicly traded company) and is required to file reports with the U.S. Securities and Exchange Commission ("SEC"), Boeing's Corporate Credit Office shall obtain Service Provider financial data from information made available to the general public via 10-K and 10-Q reporting requirements. In the event that Service Provider does not submit financial statements to the SEC or is no longer required to do so during the term of this Agreement, Service Provider shall provide financial data on a quarterly basis, or as requested, to Boeing's Corporate Credit Office. Said data shall include but not be limited to balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within seventy-two (72) hours of any written request by Boeing's Corporate Credit

Office. All such information shall be treated as confidential.

9. CODE OF BASIC WORKING CONDITIONS AND HUMAN RIGHTS

Boeing is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Boeing has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The Boeing Code may be downloaded at <https://www.boeing.com/principles/human-rights.page>. Boeing strongly encourages Service Provider to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting Service Provider's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Service Provider will promptly cooperate with and assist Boeing in Boeing's implementation of and adherence to the Boeing Code.

Any material violation of law by Service Provider relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Service Provider is performing work under this Agreement may be considered a material breach of this Agreement for which Boeing may elect to exercise any right of Boeing for any failure of performance under this Agreement.

Service Provider shall include the substance of this Section 9, including this flow down requirement, in all subcontracts awarded by Service Provider for work under this Agreement.

10. WARRANTY

Service Provider warrants that all Services performed hereunder shall be performed by employees, subcontractors and agents of Service Provider who are experienced and skilled in their profession and in accordance with industry standards. Service Provider further warrants that all Services performed under this Agreement, at the time of acceptance, shall be free from defects in workmanship and conform to the requirements of this Agreement. Boeing shall give written notice of any defect or nonconformance to Service Provider within one (1) year from the date of acceptance by Boeing. Boeing may, at its option, either (a) require correction or re-performance of any defective or nonconforming Services, or (b) make an equitable adjustment in the amount of the Fees. If Service Provider is required to correct or re-perform the Services, such correction or re-performance shall be at Service Provider's expense. Any Services corrected or re-performed shall be subject to this Section 10 to the same extent as Services initially performed. If Service Provider fails or refuses to correct or re-perform, Boeing may correct or replace with similar services and charge Service Provider for any cost to Boeing or make an equitable adjustment in the amount of the Fees.

11. INDEMNITY

- A. Indemnity. Service Provider shall indemnify, defend and hold harmless Boeing, its subsidiaries and affiliates, and their respective directors, officers, employees, and agents (the "Indemnitees") from and against any and all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, losses, and damages, of any kind and nature whatsoever and expenses, costs of litigation, and counsel fees related thereto or incidental to establishing the right to indemnification (collectively, "Claims") to the extent arising from or related to (a) property damage (excluding Cargo), personal injury, or death (including without limitation injury to, or death of employees of Service Provider) to the extent arising from the negligence or willful misconduct of Service Provider, its subcontractors or agents, (b) any failure of

Service Provider, its subcontractors or agents to comply with any applicable laws relating to it or its provision of the Services, including but not limited to such failures that cause Boeing to be out of compliance with applicable laws, or (c) breach by Service Provider, its subcontractors or agents of its obligations under Section 15 (Cargo Security), or (d) actual or alleged infringement or misappropriation of any United States or foreign Intellectual Property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) relating to the Services, the business methods used to provide the Services (collectively, "Infringement"). In no event shall Provider's obligations be limited to the extent of any insurance available to or any Subcontractor thereof.

- B. Notice. If any Claim for which indemnification is sought under this Section 11 is commenced or threatened against an Indemnitee, then the Indemnitee must give Service Provider written notice of such Claim as promptly as practicable, provided, however, that a failure to provide such notice shall not relieve Service Provider of its obligations hereunder, except to the extent of any additional losses caused solely by the delay.
- C. Control of Claim. Upon receipt of the written notice described above and if Service Provider acknowledges in writing to Indemnitee that the indemnification right hereunder applies with respect to such Claim, then Service Provider shall be entitled to take control of the defense and investigation of such Claim, and to engage attorneys of its sole choice to handle and defend the same, at Service Provider's sole cost and expense. Service Provider must deliver written notice to Indemnitee of its election to take such control of the Claim at least ten (10) days prior to the date on which a response to such Claim is due, or such lesser period as is reasonable, given the nature of the Claim, the notice and response time permitted by law and/or the facts and circumstances.
- D. Cooperation. At the reasonable request (and expense) of Service Provider, Indemnitee shall cooperate (including providing reasonably necessary information and assistance) with Service Provider and its attorneys in the investigation, trial, defense and settlement of such Claim and any appeal arising therefrom. Boeing may participate in such investigation, trial, defense and settlement of such Claim and any appeal arising therefrom, through its attorneys or otherwise, at its own cost and expense.

12. CARGO LOSS

Notwithstanding any international convention, treaty or other regulation, Service Provider shall be liable to Boeing for the amount of any Cargo loss or damage to the extent resulting from Service Provider's or its subcontractor's negligent acts or omissions up to a maximum liability of \$250,000 per conveyance of Cargo; provided, that if an item of Cargo is valued in the Statement of Work at more than \$5,000,000, Service Provider's maximum liability for loss or damage to each such item of Cargo shall be \$1,000,000.

13. FORCE MAJEURE

Nonperformance by either party shall be excused to the extent that the default in performance of any of the terms and conditions hereof is caused by an event or events beyond its reasonable control and without fault or negligence of that party or its suppliers or subcontractors, or by any material act or failure to act by that party, in the exercise of diligence, upon delivery of written notice, including, but not limited to, fire, strikes, blockades, labor disputes, riots, acts of war, acts of terrorism, epidemics, acts of God, governmental order or regulation, or other similar contingency (each, a "Force Majeure Event"); provided, however, that a strike or labor dispute by employees of the other party to this Agreement, among other events, will not be considered a Force Majeure Event. The non-performing

party shall exercise all reasonable efforts to eliminate the Force Majeure Event delay and to resume performance of its affected obligations as soon as practicable. The excused time period for nonperformance will be limited to the duration of the Force Majeure Event. If the Force Majeure Event continues for more than fifteen (15) days, then the unaffected party will have the right to terminate this Agreement immediately, without penalty, upon delivery of notice.

14. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS

- A. Proprietary Information and Materials. Boeing and Service Provider shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary and/or trade secret information; (ii) tangible items and software containing, conveying or embodying such information; and (iii) the existence of this Agreement, its terms, and all shipping records and information pertaining to each invoice and freight (collectively referred to as "Proprietary Information and Materials"). Boeing and Service Provider shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Agreement and/or any other agreement referencing this Agreement.
- B. Termination. Upon Boeing's request at any time, and in any event upon the completion, termination or cancellation of this Agreement, Service Provider shall return to Boeing all of Boeing's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Boeing. Service Provider shall not, without the prior written authorization of Boeing, sell or otherwise dispose of (as scrap or otherwise) any goods, parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Boeing. Prior to disposing of such goods, parts or other materials as scrap, Service Provider shall render them unusable. Boeing shall have the right to audit Service Provider's compliance with this Section 14.
- C. Disclosure. Except where disclosure to the public is required by law, Proprietary Information and Materials shall not be disclosed by either party hereto to persons other than its directors, officers, employees, agents, attorneys, and accountants. Service Provider may disclose Proprietary Information and Materials of Boeing to its subcontractors as required for the performance of this Agreement, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Service Provider under this Section 14. Service Provider shall be liable to Boeing for any breach of such obligation by such subcontractor.
- D. Survival. The provisions of this Section 14 are effective notwithstanding the application of any restrictive legends or notices to Proprietary Information and Materials. The provisions of this Section 14 shall survive the performance, completion, termination or cancellation of this Agreement.

15. CARGO SECURITY

- A. C-TPAT. In providing Services, Service Provider and its subcontractors and agents shall comply with the U.S. Customs -Trade Partnership Against Terrorism ("C-TPAT") Minimum Security Criteria, all applicable local laws, and the terms of this Section 16 (Evidence of Citizenship or Immigrant Status). For purposes of this Section 15, subcontractors shall mean Service Provider subcontractors and agents that distribute, handle, warehouse, transport or ship Boeing Cargo to or from the United States. Service Provider shall be responsible for any breach of this Section 15 by its subcontractors.
- B. C-PAT Certification. Service Provider and its subcontractors shall maintain C-TPAT certification during the term of this Agreement. Loss of such certification shall constitute a material breach of this Agreement. Notwithstanding the foregoing, if Service Provider or any

of its subcontractors are not C-TPAT certified, then Service Provider or its subcontractors, as the case may be, shall be required to complete Boeing's C-TPAT Security Questionnaire to confirm that its procedures and security measures comply with C-TPAT criteria.

- C. Minimum Security Criteria. Service Provider will ensure that all subcontractor agreements include the C-TPAT Minimum Security Criteria and will provide copies of such agreements to Boeing upon request.
- D. Changes in Security. Service Provider is encouraged to participate in national supply chain security programs including, but not limited to the Authorized Economic Operator ("AEO"). Service Provider shall notify Boeing to the extent it participates in such programs and the countries of participation. Service Provider shall provide Boeing with prompt notice of any changes to its supply chain security program status at supplychainsecurity@boeing.com.
- E. Subcontractors. Service Provider shall have documented processes for the selection of its subcontractors. The processes shall ensure that subcontractors maintain adequate security controls and procedures, and verify subcontractor compliance to the identified security controls.
- F. Security Awareness Program. Service Provider will implement a Security Awareness Program including awareness and understanding of the U.S. C-TPAT program, recognizing internal conspiracies, maintaining cargo integrity, and determining and addressing unauthorized access. The Security Awareness Program should encourage active employee participation in security controls. Service Provider shall ensure that key personnel receive regular training which shall be no less than once per year on security procedures and requirements. Service Provider shall submit evidence of such Security Awareness training upon Boeing's request.
- G. Additional Guidelines. Service Provider and its subcontractors shall maintain adequate security controls and procedures, including but not limited to the controls and protections described in this Section 16(G) (Evidence of Citizenship or Immigrant Status). Additional BOEING C-TPAT Security Guidelines may be used as a reference and are available at:
- http://www.boeing.com/companyoffices/doingbiz/supplier_portal/BoeingC-TPATSecurityGuidelines_01-15-09.pdf
- H. Physical Security. All facilities (including cargo handling and storage areas) shall be protected against unauthorized access. All facilities shall have physical security deterrents, and meet the following requirements:
- All entry and exit points for vehicles and personnel shall be controlled;
 - All external and internal windows, gates, and doors through which unauthorized personnel could access the facility or cargo storage areas shall be secured with locking devices; and
 - All facilities shall have adequate interior and exterior lighting to deter unauthorized access.
- I. Access controls. All facilities shall have access controls which shall include but are not limited to badge readers, locks, key cards, or guards. Controls also shall include the practices of :
- Positively identifying all persons at all points of entry to facilities.
 - Maintaining adequate controls for the issuance and removal of employee, visitor and vendor identification badges, if utilized.
 - Requiring photo identification prior to admittance of all non-employee visitors.

- J. Personnel Security and Verification. All prospective employees shall be screened consistent with local security regulations. All employment application information shall be independently verified prior to commencement of employment.
- K. Information Technology (IT) Security. All automated systems shall be protected from unauthorized access, including through:
- Use of individually assigned accounts that require a periodic change of password for all automated systems.
 - Maintenance of a system to identify the abuse of IT resources including but not limited to improper access, tampering or altering of business data and will discipline violators.
- L. Procedural Security. Security procedures shall be maintained, documented, implemented and communicated to ensure compliance with this Agreement and must include procedures for:
- issuance, removal and changing of access devices;
 - identifying and challenging unauthorized or unidentified persons;
 - reclaiming identification badges, and terminating facility, and system access for terminated employees;
 - IT security and standards;
 - verifying application information for potential employees;
 - reporting by employees of security incidents or suspicious behavior;
 - inspection of ocean containers and truck trailers prior to stuffing; and
 - cargo security at the point of stuffing;
 - affixing, controlling, managing and recording the issuance and use of high security bolt seals on ocean container and truck trailer points of entry which meet or exceed ISO 17712:2010. Such procedures shall stipulate how seals are to be controlled and affixed to loaded containers and shall include procedures for recognizing and reporting compromised seals or containers to Boeing and US Customs or the appropriate foreign authority.
 - Service Provider shall include such high security seal numbers on all shipping documentation.
 - Service Provider will promptly complete any C-TPAT Security Questionnaires requested by Boeing.
 - Upon Boeing's request, Service Provider will promptly provide Boeing with detailed supply chain mappings for all Boeing cargo managed by the Service Provider and its subcontractors involved in the transport of Boeing shipments. If there are any long term changes to supply chain routings or routing subcontractors, Service Provider shall provide notice of such change to Boeing immediately.
 - Service Provider and its subcontractors and agents shall be subject to periodic site visits by Boeing during normal operating hours, to confirm compliance with C-TPAT Security Guidelines.
 - Service Provider shall immediately notify Boeing at supplychainsecurity@boeing.com of any actual or suspected breach of security involving Boeing's cargo in Service Provider's or subcontractor's control. This shall include cargo theft, or tampering by unauthorized third parties with the cargo and/or manifests.
 - Upon execution of this Agreement, Service Provider will provide written verification of its C-TPAT status including its SVI alpha-numeric status identification number issued by U.S. Customs and Border Protection to Boeing.

16. EVIDENCE OF CITIZENSHIP OR IMMIGRANT STATUS

Boeing may be required to obtain information concerning citizenship or immigrant status of Service Provider's personnel or Service Provider's subcontractor personnel entering the premises of Boeing.

Consistent with all applicable local statutes and regulations including those provisions that permit Service Provider to provide such information when such provision is consented to by Service Provider's personnel or Service Provider's subcontractor personnel, Service Provider shall furnish such information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Boeing premises. If Service Provider determines that it may submit such information, it shall be certified by an authorized representative of Service Provider as being true and correct. Service Provider acknowledges that if it is unable to provide such information and certification, access to Boeing premises may be limited due to Boeing compliance with applicable U.S. export control statutes and regulations.

17. ACCESS TO PLANTS AND PROPERTIES

Service Provider shall comply with all the rules and regulations established by Boeing or its customers for access to, and activities in and around, their respective premises.

18. COMPLIANCE WITH LAWS AND REGULATIONS

- A. Compliance Costs. In its performance of the Services, Service Provider agrees to assume full responsibility for, and to pay the costs of its compliance with, all current and future local, federal, and international laws and regulations, pay all local, federal, and international license fees, operating permits, taxes and other charges applicable to Service Provider.
- B. Laws. Service Provider shall comply with all applicable statutes and government rules, regulations and orders including without limitation, (i) all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Service Provider is within the jurisdiction of the United States, and Service Provider shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Boeing to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

19. TRADE CONTROL LAWS

- A. Regulation Compliance. In performing their respective obligations under this Agreement, the Parties will comply with United States export and import control statutes, regulations, decrees, guidelines and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Agreement, as they may be amended from time to time, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce; the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State; the U.S. Customs & Border Protection Regulations; the Harmonized Tariff Schedule; and the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").
- B. Notification. With regard to its performance under this Agreement, each Party agrees to timely inform the other of any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual, alleged, or failure to comply with any Trade Control Laws.

- C. Export/Re-Export. The Party conducting an export or re-export, as defined in such the applicable Trade Control Law, shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate with, and exercise reasonable efforts to support, the Party making the export or re-export in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement.
- D. Export Control Classification. Boeing shall provide Service Provider with the U.S. export control classification for commodities and technology as defined above.
- E. Documentation. Service Provider represents and warrants that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Boeing related to Service Provider compliance with applicable Trade Control Laws shall be made available to Boeing upon request.
- F. Denials. Service Provider shall immediately notify Boeing if Service Provider is, or becomes, listed in any Denied Parties List or if Service Provider's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.
- G. Requirements. Service Provider shall incorporate into any contracts with its subcontractors and agents obligations no less restrictive than those set forth in this Section 19 requiring compliance with all applicable Trade Control Laws.
- H. Personnel. On a case-by-case basis, Boeing may specify that only U.S. Persons or individuals otherwise qualifying as U.S. Persons under applicable Trade Control Laws have access to the interior of a shipment that is being transported; or enter the premises of a Boeing facility; or access a Boeing electronic system; or have access to Boeing controlled technical data ("Controlled Access"). To the extent Service Provider chooses to use individuals who are not U.S. citizens or individuals otherwise qualifying as U.S. Persons under applicable Trade Control Laws when performing the Services that have "Controlled Access" as defined in this Section 19, Service Provider shall be responsible for seeking the prior approval of Boeing and obtaining all requisite export control authorizations that are required for each such individual to perform Services. Service Provider shall ensure that any items exported under this Agreement are not exported or re-exported to any destinations, persons, or entities not authorized by the U.S. Government.
- I. Notifications. Each Party further agrees to timely notify the other Party in the event that it violates any of the Trade Control Laws in performance of its obligations under this Agreement and shall comply with all reasonable requests from the other Party for information with regard to any such violations. The Parties understand and agree that a breach of this provision shall be deemed a material breach of this Agreement.
- J. Self-Assessment. Boeing reserves the right to request a self-assessment to be performed by the Service Provider, in regards, but not limited to, shipment inventory, shipment records and processes, and outbound logistics.
- K. Records. Each of the Parties, upon receipt of a written request from the other Party, shall at the requesting Party's expense collect, reproduce, and provide to the requesting Party originals or satisfactory copies of all documents related to this Agreement that are subject of a request to the requesting Party by any agency of a U.S. or non-U.S. Governmental Agency or responsive to a subpoena generally. The Parties shall maintain all records related to this Agreement in accordance with all applicable Trade Control Laws.

- L. Liability. In performing Services under this Agreement, Service Provider shall be liable to, and shall reimburse Boeing for fines and penalties assessed against Boeing, to the extent Service Provider's failure to comply with applicable Trade Control Laws is a direct and proximate cause of the assessment of such fines and penalties.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to conflict of law provisions.

21. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner. Unless mutually agreed upon otherwise, if such negotiations and meetings do not resolve the dispute within fifteen (15) days of written communication of the dispute, then each party will nominate one senior officer as its representative. These representatives will meet to attempt to resolve such dispute. If the dispute is not resolved to the satisfaction of these representatives within thirty (30) days from the date of the original communication, then either Party may pursue in whole or in part all available legal remedies.

22. RIGHTS AND REMEDIES

Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Agreement, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable. Service Provider acknowledges and agrees that money damages would not be an adequate remedy for any actual, anticipatory or threatened breach of this Agreement by Service Provider with respect to its delivery of the Services to Boeing.

23. BOEING POLICIES

Service Provider agrees that Boeing's internal policies, procedures and codes are intended to guide the internal management of Boeing and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by the Service Provider against the Boeing.

24. NOTICES

All notices required to be given pursuant to the terms of this Agreement shall be given in writing, by overnight courier or by mail, postage prepaid or by fax. Notices will be addressed as follows:

If to Service Provider:	Name:
	Title:
	Company:
	Address:
	City, state, zip code:

If to Boeing:

Procurement agent: **[insert name]**
Boeing Indirect Supply Chain
Address: 5000 East McDowell Road – M/C: M543-D212
Mesa, AZ 85215

With a copy to:
Boeing Supply Chain Logistics
Address: PO Box 3707 – M/C: 34-31
Seattle, WA 98124-2207

The parties may change the place of receiving notice by giving notice of such change of address. All termination and other options shall be exercised by giving notice in the manner provided above. All notices shall be effective five (5) days after deposit in the U.S. mail as provided above, or if hand delivered, upon receipt by the addressee.

25. ASSIGNMENT

Service Provider shall not assign (whether voluntary, involuntary, by merger, change of control, consolidation, dissolution, operation of law, transfer, or any other manner) any of its rights or responsibilities of performance under this Agreement to any third party without the express prior written consent of Boeing. Any attempt to assign or delegate in violation of this Section 24 is void. Boeing, in its sole discretion, may assign any of its rights and responsibilities of performance under this Agreement to any third party.

26. INDEPENDENT CONTRACTOR

Service Provider is an independent contractor for all purposes. Service Provider shall have complete control over the performance of, and the details for accomplishing, the Services. In no event shall Service Provider or its agents, representatives or employees be deemed to be agents, representatives or employees of Boeing. Service Provider's employees shall be paid exclusively by Service Provider for all Services performed. Service Provider shall comply with all requirements and obligations relating to such employees under federal, state and local law (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance.

27. PUBLICITY

Without prior written approval by Boeing, Service Provider shall not, and shall require that its subcontractors at any tier shall not, use Boeing name in any news release, public announcement, advertisement, or other form of publicity. Notwithstanding the foregoing, Boeing hereby consents to Service Provider's inclusion of the Boeing name in a customer listing published in a prospectus or annual report, provided Boeing is not the sole customer listed.

28. GRATUITIES

Service Provider represents and warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Boeing employees, agents or representatives for the purpose of securing this Agreement or securing favorable treatment under this Agreement.

29. OFFSET CREDITS

- A. Claims. To the exclusion of all others, Boeing or its assignees shall be entitled to all industrial benefits or offset credits which might result from this Agreement. Service Provider shall provide documentation or information which Boeing or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits.
- B. Subcontracts. Service Provider agrees to use reasonable efforts to identify the foreign content of goods or services which Service Provider either produces itself or procures from subcontractors for work directly related to this Agreement. Promptly after selection of a non-U.S. subcontractor for work under this Agreement, Service Provider shall notify Boeing of the name, address, and subcontract point of contact (including telephone number) and dollar value of the subcontract.

30. UTILIZATION OF SMALL BUSINESS CONCERNS

Service Provider agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and US Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Service Provider awards to the fullest extent consistent with the efficient performance of this Agreement.

31. TRANSPORTATION MANAGEMENT SERVICES

Service Provider acknowledges that Boeing has contracted with a transportation management services provider ("TMS") to perform certain shipment management and execution functions for Boeing. Such functions include the management and execution of shipments tendered by Boeing to Service Provider pursuant to this Agreement. Service Provider shall cooperate with TMS in its performance of such functions and shall provide TMS with such information and documentation relating to Boeing shipments as it may request from time to time. Further, notwithstanding any other provision of this Agreement to the contrary, Service Provider agrees that Boeing may provide TMS with a copy of this Agreement, which includes all rates and charges and related information, as the same may be modified, supplemented or reissued from time to time.

32. RECORDS AND AUDIT

Service Provider shall retain all financial records and documents pertaining to the Services for a period of no less than three (3) years after final payment. Such records and documents shall date back to the time this Agreement was issued and shall include, without limitation, catalogs, price lists, invoices, underlying data and basis for cost estimates, and inventory records. Boeing shall have the right to examine, reproduce and audit all such Service Provider's records related to pricing, incurred costs and proposed costs associated with any proposals (prior to or after contract award), invoices or claims.

33. SERVICE PROVIDER AND SUB-TIER SUPPLIER INFORMATION

In addition to requirements set forth elsewhere in this Contract, Service Provider will, when reasonably requested by Boeing, provide sub-tier supplier information related to performance under this Contract. Such information may include but is not limited to Service Provider's subcontract management plans, Boeing programs supported, Service Provider assessment of sub-tier supplier's capability including financial health and performance issues.

34. ENVIRONMENTAL HEALTH AND SAFETY PERFORMANCE

Service Provider acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this contract. Boeing expects that Service Provider's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Service Provider shall convey the requirement of this Section 32 to its suppliers.

As part of its Boeing's proposals for award of this Agreement, Service Provider represented that it has achieved SmartWay certification under the program administered by the United States Environmental Protection Agency for any Services covered by the SmartWay programs. Service Provider shall provide Boeing with prompt notice, under Section 23 (Notices) of any change in Service Provider's Smartway certification status during performance of this Agreement.

35. INNOVATION PROPOSALS; GAIN-SHARING

- A. Proposals. Boeing expects that innovation will be a part of this Agreement, and that Service Provider will prepare and submit "Innovation Proposals" (at Service Provider's expense) which identify potential opportunities to increase the quality or efficiency of the Services, and/or reduce costs. These Innovation Proposals are considered a critical element of the Boeing/Service Provider relationship, and the means to continually enhance and maintain Boeing satisfaction. Innovation Proposals are in addition to expected improvements that Service Provider can make, with Boeing's reasonable participation, to reduce its costs and improve Services. Any Innovation Proposal must be actionable, and must define and describe: (i) the current situation (e.g., identifying affected portions of the Statement of Work, and related costs), (ii) the recommended changes, (iii) the projected savings or service improvements, and (iv) each party's responsibilities if the savings or improvements are to be achieved.
- B. Modifications. If Boeing agrees with an Innovation Proposal, the parties will negotiate the terms modifying the applicable Statement of Work as appropriate, identifying any changes to the Addendum, and setting forth the terms of sharing the economic gain from the Innovation. The parties will mutually agree upon a method for defining the relevant "gain" and the measurement period, assigning values to any improvements in quality or efficiency. The parties intend that "gain" shall generally occur only after recovery of any required investment of Boeing, but may agree upon a method for determining gain from investments to be recovered during periods longer than the Term of the Agreement. In general, the parties agree to share "gain" in a manner that allocates to Provider fifty percent (50%) of the savings or value in improved Services for a period of twelve (12) months, after which all further savings or enhanced value will be realized by Boeing.
- C. Priorities. Boeing reserves the right to prioritize Innovation Proposals, and to accept or reject any particular proposal in its sole discretion.

36. ETHICS AND COMPLIANCE PROGRAM

Service Provider acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Boeing strongly encourages Service Provider to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, and industry best practices. Service Provider shall publicize to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Boeing or any of its employees or

agents by going to Ethics@Boeing. Service Provider shall convey the substance of this clause to its suppliers.

37. ENTIRE AGREEMENT

This Agreement, including its attachments, contains the entire agreement between Boeing and Service Provider regarding the subject matter hereof and supersedes all prior agreements, understandings or communications in connection herewith. Except as authorized herein, no amendment or modification of this Agreement shall bind either party unless it is in writing and is signed by the Boeing authorized procurement representative and an authorized representative of Service Provider. To the extent of any inconsistency between this Agreement and any bill of lading, air waybill, and/or any other document issued in connection with this Agreement, the terms of this Agreement shall control.

38. ATTACHMENTS

The following attachments are attached to and incorporated into this Agreement as if fully set out herein:

Attachment	Description	Signature Required
A	Statement of Work	Yes
B	Service Level Agreement	Yes
B1	SLA Worksheet Courier	No
B2	SLA Service Failure CAP	No
B3	SLA Compliance CAP	No
C	US Export Compliance	No
D	Supply Chain Security	Yes
E	Service Provider Manual	No
F	Radio Frequency Equipment	No
G	Terms of Use (TOU) of Boeing Information and Electronics System	No
H	SP4 Environment, Health, and Safety Supplemental Provisions	No
I	SOP - Spot Quote Procedures	No
J	Pricing Exhibit	No

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered by their duly authorized representatives, all as of the Effective Date first written above.

THE BOEING COMPANY

[SERVICE PROVIDER]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
Statement of Work

[Attach SOW]

Attachment B
Service Level Agreement

[Attach SLA]

Attachment C

U.S. Export Compliance

[Attach document]

Attachment D

Supply Chain Security

[Attach document]

Attachment E
Service Provider Manual

[Attach document]

Attachment F
Radio Frequency Equipment

[Attach document]

Attachment G

Terms of Use (TOU) of Boeing Information and Electronics System

[\[Attach TOU document\]](#)

Attachment H

SP4 Environment, Health, and Safety Supplemental Provisions

[Attach SP4 Supplement document]

Attachment I

Spot Quote Procedures (SQP)

[Attach SQP document]

Attachment J
Pricing Exhibit

[Insert pricing exhibit]