

## eBay Inc. Terms and Conditions of Purchase

These eBay Inc. Terms and Conditions of Purchase (the “**Terms**”), apply only to transactions for which there is no current written agreement between eBay and the supplier listed on the purchase order (“**Supplier**”) and are intended to govern the product purchase or services in question. In instances where no such agreement exists, these Terms, and the Purchase Order (as defined below) to which they are attached, constitute the entire agreement between eBay and Supplier with respect to the products and/or services described herein and supersede all prior oral and written communications relating thereto.

These Terms, together with any purchase order form, all attachments and exhibits attached thereto, and all specifications, drawings, notes, instructions and other written materials incorporated therein (the “**Purchase Order**”), shall apply to the purchase of the products, services and/or goods (“**Items**”) by eBay Inc. and/or the eBay Affiliate indicated on the purchase order form to which these Terms are attached (together, “**eBay**”). “**Affiliate**” means any entity that controls, is controlled by or is under common control with a party, where “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract, or otherwise. No other document, including the Supplier's proposal, quotation, or acknowledgment form, will be part of this Purchase Order, unless specifically agreed to in writing by eBay. No right that eBay has regarding this Purchase Order may be waived or modified except by eBay in writing. These Terms are subject to change without notice. Supplier is responsible for regularly reviewing the Terms as they may be posted on eBay’s website from time to time.

This Purchase Order should not be used for:

- professional services requiring deliverables, milestones, or performance standards;
- software licensing or maintenance;
- equipment or office space leases;
- development of Intellectual Property (IP);
- sharing or accessing confidential/restricted personal or business data;
- access to eBay systems; or
- any other similar engagement.

In the event that this Purchase Order is used for the types of services or products listed above, the parties will work in good faith to agree upon an appropriate contract, and these Terms shall remain in effect until the new contract has been completed.

**1. PRECEDENCE OF TERMS:** Supplier's acknowledgement of this Purchase Order or commencement of performance shall constitute Supplier's acceptance of these Terms. Any additional or different terms in Supplier's documents are hereby deemed material alterations and notice of objection and rejection of them is hereby given. This Purchase Order shall be controlling over any additional, inconsistent or conflicting terms of any confirmation, invoice, acknowledgement, release, or other written correspondence between both parties, including additional Purchase Orders issued to Supplier by eBay. Acceptance of the Items delivered under this Purchase Order shall not constitute acceptance of Supplier's terms and conditions. No right that eBay has regarding this Purchase Order may be waived or modified except by eBay in writing. These Terms are subject to change without notice.

**2. PAYMENT TERMS AND ACCEPTANCE:** eBay maintains payment terms of Net 60 days either after receipt of Supplier's valid invoice or after receipt of the Items, whichever is later. Invoices received greater than 360 days from the date of shipment, or the delivery services, will be rejected. All invoices submitted to eBay for tangible goods in excess of \$1,000, and for all other purchases in excess of \$5,000, must make reference to the eBay Purchase Order number. Failure to reference the required Purchase Order information may delay the processing of payment to the Supplier. Unless otherwise required by local law or regulation, Supplier must submit invoices via an electronic portal to be designated by eBay. Supplier is also responsible for maintenance of Supplier master data in the designated portal, including contact and banking information, to ensure appropriate Purchase Order notification and

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payment instructions are received,

Payment of invoices will not be deemed acceptance of Items, but rather such Items will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the Purchase Order. eBay may, at its option, either reject Items that do not comply with the acceptance or completion criteria for a refund, or require Supplier, upon eBay's written instruction, to repair or replace such Items or re-perform such services without charge and in a timely manner.

### **3. SHIPPING; DELIVERY; PACKING; QUANTITIES:**

(a) All shipments of Items to eBay shall be FOB destination. Delivery date(s) as provided in connection with this Purchase Order (“**Delivery Date(s)**”) shall be binding upon the Supplier. Time shall be of the essence with respect to any Delivery Date(s) hereunder. If without authorization from eBay, Supplier ships goods to arrive more than fifteen (15) days in advance of Delivery Date(s), eBay may either return the goods or store them at the Supplier’s expense and risk. Any anticipated or actual delay in shipment shall be reported immediately to eBay. Upon receiving a report, eBay may at its sole discretion either approve a revised Delivery Date(s) or, by written notice, terminate this order in whole or in part without further liability to Supplier. eBay shall only be liable to Supplier for any goods actually delivered or services performed (excluding services related to the production of customized or special order goods) prior to the date on which notice of termination is given to Supplier.

(b) Supplier shall be liable for any damages suffered by eBay as a result of any revision in Delivery Date(s) or termination under subparagraph (a) of this Section 3, unless the delay is due to causes beyond the Supplier’s control and without fault or negligence. Delay caused by subcontractor of Supplier, of any tier, shall not excuse Supplier unless it arises from causes beyond control of both Supplier and Subcontractor and without fault or negligence of either party, and the goods or services to be furnished by the Subcontractor were not obtainable from other sources in time sufficient to permit Supplier to meet the schedule.

(c) If Supplier fails to deliver on time, eBay may purchase replacements elsewhere and Supplier will be liable for actual and reasonable costs and damages eBay incurs.

(d) Supplier shall preserve, pack, package, and handle the Items to protect them from loss or damage and in accordance with good commercial practice and eBay's specifications. Supplier shall be liable for and shall promptly refund to eBay the amount of any loss or damage due to Supplier's failure to properly preserve, pack, package or handle such Items. Supplier shall include with each shipment of Items an itemized packing list which sets forth the Purchase Order number, product numbers, a description and the quantity of each of the Items shipped, weight, and the date of shipment. The Purchase Order number shall be plainly visible on every invoice, package, bill of lading, and shipping order provided by Supplier.

(e) It is the Supplier’s responsibility to furnish exact quantities called for on this order, and no variation will be accepted as compliance, except by prior written agreement. eBay will return excess shipments (or make disposition at Supplier’s expense.)

**4. INSPECTION:** Notwithstanding any prior inspection or payments, all goods will be subject to final inspection by the end user of the product at eBay’s principal place of business or such destination as is specified in this Purchase Order within reasonable time after delivery. In case any item is defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order. eBay will have the right to reject, to require its correction or to accept it with an adjustment in price. Any item that has been rejected or required to be corrected must be replaced or corrected by and at the expense of Supplier promptly after notice. If, after being requested by eBay, Supplier fails to promptly replace or correct any defective item, then eBay may: (i) replace such item and Supplier will be liable for actual and reasonable costs and damages eBay incurs, or (ii) cancel the Purchase Order for default.

**5. CHANGE ORDERS:** eBay may, at any time prior to the Delivery Date, by a written request (including via email or facsimile) suspend its purchase of Items hereunder or make changes in (i) the quantities of Items or the scope of services ordered or the Delivery Date, (ii) applicable drawings, designs, and/or specifications, (iii) the method of shipment or packing, and/or (iv) the place of delivery or service location. If such a change by eBay causes an increase in the cost of or the timing required for Supplier's performance, and Supplier immediately notifies eBay in writing, then the price and/or delivery schedule of the Items corresponding to such changed portion(s) of this

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Purchase Order shall be equitably adjusted as mutually agreed upon by both parties, and the parties shall modify this Purchase Order accordingly in writing. Supplier shall request such an adjustment no later than five (5) days from the date of Supplier's receipt of eBay's notification of change; however, such period may be extended upon eBay's written approval. Nothing in this Section 5 is intended to excuse Supplier from performing pursuant to this Purchase Order as changed or amended.

**6. UNAUTHORIZED CHANGES IN APPROVED DESIGNS, PARTS OR PROCESSES:** Supplier specifically agrees that it shall make no change in any design, configuration, material, part, or processes which have been approved by eBay and which is applicable to this order without the prior written approval of eBay. Breach of this obligation shall be considered a material breach of contract.

**7. PRICES:** The prices for the Items provided hereunder shall be the lowest prices for which Supplier is selling such Items, taking into account any differences in quantities, schedule, and other material terms. eBay shall be entitled to receive any price reduction which Supplier makes to others for comparable Items as of the later of (i) the Delivery Date for the Items and/or the date upon which Supplier is to begin performing the services hereunder, (ii) the date of actual delivery of the Items and/or date upon which Supplier commences the services, or (iii) the date of invoice for the Items. Supplier is responsible for and will pay all sales, use, and similar taxes.

**8. DEFAULT:** Supplier shall be in default in its performance of this order for any action or omission constituting a breach of contract of law, including but not limited to:

- (a) Supplier's failure to deliver the goods in compliance with the required delivery schedule,
- (b) Supplier's failure to comply, within ten (10) days of receiving written notice of noncompliance with any provisions of this Purchase Order,
- (c) Supplier's failure to make progress so as to endanger performance; or
- (d) Supplier's breach of warranties set forth in Section 9 herein.

If Supplier is in default, eBay may terminate this Purchase Order or any part thereof and invoke all rights and remedies provided by law or under this Purchase Order, including but not limited to procurement of similar goods from other suppliers on such terms and conditions that eBay determines to be appropriate. eBay may charge Supplier for any excess costs thereby incurred in addition to any damages it suffers as a result of the default.

**9. WARRANTIES:** Supplier warrants to eBay for the longer of Supplier's normal warranty period or for one (1) year following the date of eBay's acceptance of the Items that (i) when received by eBay from Supplier, the Items shall be free from defects in design, material, workmanship and manufacture, (ii) the Items will conform to the applicable documentation, specifications, drawings, samples, or to other descriptions set forth in this Purchase Order, (iii) where design is Supplier's responsibility, the Items will be free from defects in design. Supplier further warrants that all goods purchased hereunder will be of merchantable quality and will be fit for the purpose intended by eBay, (iv) the services will be performed in a professional and workmanlike manner, (v) the Items will be suitable for the purposes for which the Items are intended including without limitation purposes made known to Supplier, (vi) Supplier has good, unencumbered title to the Items and has conveyed such good, unencumbered title to eBay, (vii) Items specified in this Purchase Order do not infringe any patent, copyright, trademark, privacy, publicity, reputation or intellectual property right or misappropriate any trade secret of a third party; (viii) Supplier has disclosed to eBay in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the Items and that Supplier and the Items are in compliance with all licensing agreements applicable to such third party code; and (ix) all Items are new and unused, unless otherwise specified by eBay. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by eBay. If any of the Items delivered by Supplier do not meet the warranties specified herein or otherwise applicable, eBay may, at its option, (i) require Supplier to correct any defective or non-conforming Items by repair or replacement at no charge to eBay, or (ii) return such defective or non-conforming Items to Supplier at Supplier's expense and recover from Supplier all amounts paid therefor, (iii) correct the defective or non-conforming Items itself and charge Supplier the cost of such correction, (iv) obtain a refund from Supplier for all amounts paid for any defective or non-conforming services, or (v) utilize the defective product and require an appropriate reduction in price. The foregoing remedies are in addition to all other remedies at

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law or in equity or under this Purchase Order, for damages or otherwise, and shall not be deemed to be exclusive. All warranties shall run to eBay. eBay's approval of Supplier's product or design shall not relieve Supplier of the warranties set forth herein, nor shall waiver by eBay of a requirement pertaining to any drawing or specification for one or more of the Items constitute a waiver of such requirements for the remaining Items to be delivered hereunder unless so stated by eBay in writing. Supplier represents that the goods or services to be furnished hereunder were or will be produced in compliance with all the requirements of all applicable laws and regulations.

**10. PROPRIETARY INTEREST AND CONFIDENTIALITY:** Supplier agrees that any data, designs, specifications and all other business, product, technical and financial information it obtains from eBay, including information relating to any Purchase Order, shall be "**Confidential Information**" and is the sole property of eBay. No Confidential Information may be used by Supplier to compete or assist any person to compete in the business of eBay or its Affiliates. eBay shall own all intellectual property rights in any deliverables provided in connection with services provided and any intellectual property developed by Supplier using Confidential Information. Any copyrightable material shall be "work for hire" to the extent permitted by law; if for any reason such material is not "work for hire," Supplier hereby assigns all right, title and interest in such materials to eBay and agrees to assist eBay, at eBay's expense, to perfect such interest. Supplier agrees that that it will not use such Confidential Information to develop or provide any customer facing services. Supplier will hold in confidence and will not use or disclose any Confidential Information without eBay's prior written consent and shall similarly bind its employees, consultants and subcontractors in writing. Supplier shall not disclose any Confidential Information to any person or entity other than those employees, consultants or subcontractors of Supplier who have a legitimate need to know. Supplier shall not access any internal, proprietary eBay systems without eBay's express written consent. Supplier's nondisclosure obligation hereunder shall not apply to information which is generally available to the public or was rightfully disclosed to Supplier by a third party without restriction. Upon eBay's request, or upon termination of this Purchase Order, Supplier shall promptly return all Confidential Information and any copies thereof to eBay.

**11. INDEMNIFICATION AND INSURANCE:** Supplier represents and warrants to eBay that there are no claims or liabilities for royalties, liens or any other encumbrances on the Items supplied hereunder, and Supplier shall indemnify, defend and hold eBay and its officers, directors, agents, employees, successors and customers harmless against any such claims and liabilities. Supplier shall indemnify, defend and hold eBay and its officers, directors, agents, employees, successors and customers harmless against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by eBay arising from (i) the death of or bodily injury to any person or damage to property on account of any alleged or actual defect in any Items provided hereunder, whether latent or patent, including, without limitation, improper construction or design, or failure to warn or caused by the negligence or willful misconduct of Supplier or any subcontractor, agent, employee or consultant of Supplier; (ii) all loss, liability, and damages arising from or caused directly or indirectly by any act or omission of Supplier's agents, employees, or subcontractors; and (iii) all claims of infringement of any patent, trademark, copyright, or misappropriation of any trade secret, or infringement of any other intellectual property right. If eBay's use of any of the Items is enjoined or, in eBay's reasonable opinion, is likely to be enjoined as result of any such infringement or alleged infringement, Supplier agrees, at eBay's option to (i) accept return of the Items from eBay and refund to eBay the amounts paid by eBay with respect to such Items, or (ii) modify the Items so that they become non-infringing but equivalent in functionality, quality, compatibility and performance, or (iii) procure for eBay and its customers the right to continue using and distributing the Items. The foregoing obligation of Supplier does not apply with respect to any product (a) made in accordance to eBay's specifications, if the alleged infringement would not have occurred but for such specifications, or (b) which are modified after shipment by eBay, if the alleged infringement would not have occurred but for such modification. Supplier shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of the Supplier at eBay's facilities. Supplier shall secure and maintain such insurance against public liability and property damage and such employee's liability and compensation insurance as will protect eBay against the aforementioned risks and against any claims under any Worker's Compensation and Occupational Disease Acts.

**12. TERMINATION:** This Purchase Order may be terminated by eBay with or without cause. In the event eBay

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terminates without cause, eBay will compensate Supplier for the actual and reasonable expenses incurred by Supplier for work in process up to and including the date of termination, provided such expenses do not exceed the agreed upon prices.

**13. DISCOUNTS:** Time, in connection with any prompt payment discounts offered by Supplier, will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date an acceptance invoice is received. For the purpose of earning the discount, payment will be deemed to have been made on the date of payment mailing.

**14. FREIGHT:** eBay reserves the right to determine method of shipment and specific forwarder to be used for all shipments against this Purchase Order. Any freight invoices submitted to eBay resulting from this Purchase Order which are deemed excessive will be disputed by eBay and returned to Supplier for further explanation.

**15. CODE OF BUSINESS CONDUCT AND SUPPLIER CODE OF CONDUCT:** Supplier and all vendors agree to comply with eBay's Code of Business Conduct, which prohibits our employees from giving or receiving gifts of any substantial value and which places restrictions on business entertainment. For further detail, see <https://investors.ebayinc.com/corporate-governance/governance-documents/default.aspx>. In providing the goods and services under this Agreement, Company agrees to abide by the eBay Supplier Code of Business Conduct & Ethics available at <https://www.ebayinc.com/supplier-code-of-conduct> as the same may be updated from time to time.

**16. IMPORTS:** If any of the Items are imported into any other country, Supplier will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees.

**17. COMPLIANCE WITH LAWS AND REGULATIONS:** Supplier warrants that in performance of all work under this Purchase Order, Supplier and its consultants and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws and ordinances governing activities including, but not limited to, (i) the export of goods and services, (ii) programs relating to affirmative action programs, small business and small disadvantaged business and women-owned small business concerns, (iii) anti-slavery protections and (iv) the use and distribution of substances that are radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment. Supplier represents and warrants to eBay that Supplier has not offered or given and will not offer or give any employee, agent, or representative of eBay or any government any gratuity with the intent of securing any business from eBay or favorable treatment under any agreement with eBay. Any breach of either warranty in this section shall be a material breach. Supplier represents and warrants that it is neither affiliated with an entity nor is itself named on any OFAC or regulatory sanctions list.

**18. NO PUBLICITY.** Except to the extent that Supplier obtains the prior written approval of eBay (which approval may be withheld in eBay's sole discretion), Supplier shall not directly or indirectly issue or permit the issuance of any publicity, press or news release, or other public statement concerning the relationship between the Parties, the terms or existence of this Purchase Order, or any of the transactions contemplated by the Parties, and Supplier shall not use the name, trademarks, or service marks of eBay in any promotional materials. Any approval or consent given by eBay under this Agreement for any continued use may be revoked by eBay at any time by giving Supplier written notice of such revocation.

**19. RELATIONSHIP OF PARTIES:** The relationship of Supplier and eBay is that of independent contractor. Supplier retains primary responsibility for the management of the sourcing and supply of personnel providing services to eBay, including, but not limited to, the responsibility to select, hire, assign, compensate, correct, transfer, and dismiss personnel. Supplier is also responsible for providing training (where applicable) to ensure personnel have the requisite skills and expertise to undertake any provisioned services (excluding any training provided by eBay in the usual course of business).

**20. ADDITIONAL WARRANTY FOR SERVICES:** Supplier warrants that no person will be used as personnel to  
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provide services if they provide such services to Supplier, whether directly or indirectly, through a personal services company as defined by the Income Tax (Earnings and Pensions) Act 2003 of England (UK) ("ITEPA") and/or any supporting or consequential IR35 legislation, associated government guidance, code of practice, or, if applicable, any replacement legislation relating to the same subject matter, unless Supplier has previously disclosed this to eBay and received eBay's approval in writing for the use of such person to perform services. If Supplier requests approval for such a person to be used, Supplier must notify the person within eBay who requested the services that eBay will be required to assess such person's hypothetical employment status under IR35 when requesting such approval. Supplier will provide such information as eBay reasonably requires to assist eBay to make such determination, both to support eBay's initial consideration of the request, and for any ongoing assessment eBay may make during the provision of the services if such request is approved. eBay shall at its sole discretion have the right to refuse the provision of services by personnel engaged by Supplier through such a personal services company or, if granted, withdraw such approval on 30 days' notice.

**21. ADDITIONAL INDEMNIFICATION FOR SERVICES:** Supplier further indemnifies, defends and holds eBay harmless against all claims, allegations or assessments that any employment or worker related taxes, social or national insurance payments, fines, or similar such liabilities owed in respect to any person who provides services under these Terms.

**22. MISCELLANEOUS:** Except as provided herein, any notice, approval or consent required or permitted hereunder shall be (i) in writing; (ii) delivered by hand or by overnight courier service to the respective addresses of the parties as set forth in the Purchase Order (or such other addresses a party may designate in writing); and (iii) effective upon actual delivery, or upon attempted delivery if receipt is refused. Notices to eBay shall be addressed "Attn: Global Procurement". If any provision of this Purchase Order shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Purchase Order shall otherwise remain in full force and effect and enforceable. Except as provided herein, the failure to enforce any provision herein or right or remedy on any one occasion shall not be construed as a waiver on any other occasion. Except as provided herein, no term or condition of this Purchase Order may be amended or deemed to be waived, except by a writing signed by both parties that refers to this Purchase Order. No right or obligation under this Purchase Order (including the right to receive monies due) may be assigned by Supplier without the prior written consent of eBay, and any purported assignment without such consent shall be void. This Purchase Order shall be construed in accordance with the laws of the state of California without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. The exclusive jurisdiction and venue of any action relating to this Purchase Order shall be the Superior Court of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. This Purchase Order shall be construed as if jointly drafted by both parties. The rights and remedies herein provided are in addition to those available to either party at law or in equity.