

AGREEMENT. This purchase order and any supplemental terms and conditions or additional documents referenced in the body of the purchase order ("PO") constitute the only contract and understanding, whether oral or written, between Medtronic, Inc. or its affiliate issuing this PO ("MDT") and the party identified as Supplier on the face of this PO ("Supplier") for the goods, products or services ordered hereunder ("Products and/or Services"). Documents designated by MDT in the body of the PO, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein and will form a part of the PO. Supplier acknowledges that no invoice, shrink-wrap, click-wrap, or other terms and conditions or agreement provided with any products or software shall be binding on MDT, even if use of such Products and software requires and affirmative acceptance and such terms shall be of no force or effect and shall be deemed rejected by MDT. To the extent MDT and Supplier are party to a valid, current, executed written agreement the scope of which includes the purchase of Products and/or Services that are the subject of this PO ("Agreement") then, the terms of such Agreement shall govern and control. If there is no such Agreement the terms and conditions of this PO shall govern. If there is an applicable Quality Agreement in place with the Supplier that shall govern first. All conflicting, different or additional Supplier terms are expressly rejected, and acceptance of this offer is expressly limited to the terms stated in this PO. No course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any terms used herein. A MDT affiliate is an entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with MDT.

QUANTITIES AND PRICE. The specific quantity ordered must be delivered in full and not be changed without MDT's prior written consent. Any different quantity without such consent is subject to MDT's rejection and return at Supplier's expense and MDT shall have no obligation for payment of any excess quantity. The price for the Products and/or Services shall be the price as indicated on the face of this PO. Any change in price without MDT's prior written consent and issuance of an amended PO is expressly rejected. No additional charges of any kind will be allowed except with MDT's prior written consent.

PAYMENT TERMS. Unless otherwise agreed, payment of an undisputed invoice shall be made via electronic funds transfer net 90 days from the date of receipt of an acceptable invoice. If MDT disputes all or a portion of an invoice, MDT may withhold such disputed amounts, and will promptly notify Supplier of the amount and reason for the dispute. All invoices must include the PO number and a detailed description of the Products and/or Services provided. MDT reserves the right not to pay any invoice issued more than 180 calendar days from the date originally required hereunder. All invoices shall be emailed as directed on the face of this PO. Fees are exclusive of applicable value-added, sales, use, excise, customs duties or other similar taxes ("Taxes"), relating to the sale, purchase, transfer of ownership, delivery, installation, license or provision of the

Products and/or Services under the PO. MDT shall be responsible for the Taxes.

DELIVERY AND ACCEPTANCE. Time is of the essence in the performance of this PO, and any delay in delivery is a material breach. Title transfers to MDT upon delivery of the Products to MDT. Unless otherwise agreed, shipment of the Products shall be freight collect via MDT designated mode and carrier. If Supplier fails to comply, shipment is FCA destination with Supplier bearing the risk of loss and cost of delivery and MDT assumes no liability for loss or damage occurring prior to MDT's receipt. MDT is entitled to inspect the Products and/or Services (including the performance of tests) before or after receipt and reject them for failure to conform to this PO, regardless of whether any payment has been made by MDT, whether the nonconformity substantially impairs the value of the Products and/or Services, or whether the nonconformity may be cured by Supplier. MDT has the right upon reasonable notice to enter Supplier's facilities to inspect the production of Products and/or performance of Services, without precluding subsequent inspection and rejection of Products and/or Services. If the inspection discloses, in MDT's good faith opinion, that Supplier's ability to meet the requirements of this PO is questionable, MDT may treat such circumstance as a material breach and terminate this PO without liability to Supplier. If Products tendered pursuant to this PO are nonconforming, MDT may return all the Products to Supplier, at Supplier's expenses, for first priority repair, replacement or a refund at the election of MDT.

CONFIDENTIALITY. Supplier may not disclose to any third party (other than a government or judiciary body, as required by law, and only with prior written notice to MDT of any such disclosure), or use any information, including personal data, Supplier receives or learns about MDT or its affiliates in connection with or as a result this PO, including without limitation, the existence or details of this PO or any agreement or arrangement with MDT except as is necessary to perform this PO.

COMPLIANCE WITH LAW. Each party shall be responsible for ensuring that the performance of its respective obligations under this PO complies with all applicable local, state, federal, and international laws, rules, and regulations, whether in effect now or in the future (collectively, the "Laws"). Specifically, Laws shall include but not be limited to: TCPA, COPPA, FCRA, the Reform Act, HIPAA, privacy laws, environmental regulations, the FFDCA, and all international trade Laws, including but not limited to economic sanctions, anti-boycott, and Laws governing the import, export or any other transfer or provision of Products and/or Services. Additionally, Supplier shall adhere to all applicable laws relating to labor, environmental, health/safety and ethics, as well as MDT's Global Supplier Standards and any applicable MDT policies. Supplier may find more information online at (<http://www.medtronic.com/about-medtronic/our-suppliers/responsible-supply-chain/index.htm>).

INDEMNIFICATION. Supplier agrees to indemnify, defend and hold harmless MDT, its affiliates and their respective directors, officers, employees and agents from and against any and all fines, actions, suits, proceedings, claims, costs, liabilities, damages, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (i) any compensation owed to any employee of Supplier or any personnel for Services performed under this PO and for any tax, levy or other amount imposed with respect to such compensation and for any claims, damages or liability for injury or death to Supplier's personnel incurred in the performance of their duties; (ii) breach of Supplier's obligations under this PO; (iii) the allegations that the Products or Services infringe a third party's intellectual property rights or any other rights; (iv) acts or omission of Supplier or its personnel in performance of this PO; or (v) any negligent, fraudulent, or willful conduct by Supplier or its personnel.

REFERENCE. Supplier shall not use or display MDT's or its Affiliates names, logos or symbols, or other registrations, trademarks or service marks without the prior written permission of MDT.

SOFTWARE LICENSES. If software is provided under this PO Supplier grants a worldwide, perpetual, royalty-free license in favor of MDT and its affiliates for any use, including but not limited to, copying, accessing, and creating derivative works.

OWNERSHIP AND USE. All ideas, inventions, documents, work in progress, computer or other electronic data files, drawings, tooling, source code and other items prepared by Supplier or arising in connection with this PO ("Deliverables"), and all items furnished by or on behalf of MDT, shall be the property of MDT and no reproductions or property interest shall be retained by Supplier. To the extent allowed by law, copyrightable subject matter created by Supplier shall be deemed "work made for hire." Supplier agrees to assign and hereby assigns its rights in all Deliverables to MDT.

TERM/TERMINATION. This PO shall have a term of 1 year unless otherwise agreed by the parties. MDT may terminate this PO at any time without cause upon 5 days written notice to Supplier. Either party may terminate this PO immediately if the other party materially breaches this PO which is not cured within 30 days of receipt of written notice of the non-breaching party's intent to terminate. In the event of termination, MDT's liability shall be limited to the price of, and Supplier shall deliver to MDT, Products and/or Services scheduled for delivery and/or performance during the period ending on the date notice of termination is received.

CHANGES. MDT is entitled to change the specifications for the Products and/or Services or any other matters relating to

performance of this PO at any time. Supplier shall not make any change to the Products or deviate from the Services covered by this PO, without MDT's prior written consent. Upon approval by MDT of the initial design, any process changes, design changes or deviations considered by the Supplier must be submitted to MDT in writing for review. If changes are submitted for approval, the information submitted must include a complete description of the change and the effect the change will have on all characteristics of the Products and/or Services. Upon request, Supplier shall submit samples of the Products for evaluation and approval by MDT.

WARRANTIES. Supplier warrants that (i) the Products and/or Services will be in accordance with the specifications, drawings and other instructions attached to this PO or to which MDT and Supplier subsequently agree in writing; (ii) the Products do not infringe upon any third party's intellectual property, including patents, copyrights, trademarks or trade secrets; (iii) Supplier has all necessary rights to sell or license the Products; (iv) any software or hardware provided by Supplier to MDT under this PO does not contain any unauthorized code or other device, include but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices, that is designed to disrupt, disable, erase, harm, impede or impair operation of the software or hardware or otherwise cause harm to any software, hardware or data; (v) to the extent Services are purchased from Supplier hereunder, all such Services shall be performed in a good and workmanlike manner, consistent with all applicable industry standards; (vi) Supplier shall provide all complete and accurate information required for the import and export of the Products and/or Services, including but not limited to certificates of origin, customs information, and export control classifications; (vii) neither Supplier, nor any parent, subsidiary, officer, director, employee, sub-supplier, third party agent or affiliate of Supplier (collectively "Entities") are included on any of the restricted party lists maintained by the U.S. Government or any other governmental or non-governmental entity, including, but not limited to; the SDN List and Foreign Sanctions Evaders list administered by OFAC, Denied Parties List, Unverified List or Entity List maintained by BIS, the Excluded Parties List maintained by the GSA, the List of Excluded Individuals/Entities maintained by the HHS OIG, or the List of Statutorily Debarred Parties maintained by the U.S. State Department's DDTC, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"); (viii) that the size and/or socioeconomic representations and certifications in Supplier's SAM.gov profile, or, if Supplier does not have a SAM.gov profile, in its current Subcontractor Small Business Certification Form on file with MDT, are current, accurate, and complete for the NAICS code governing the Products and/or Services purchased by MDT hereunder; and (ix) any software provided under this PO is not subject to undisclosed licensing restrictions and does not contain open source code. Supplier shall immediately notify MDT if Supplier, or any of its Entities, becomes listed on any Restricted Party List. Supplier shall immediately inform MDT and update its SAM.gov profile and/or its Subcontractor Small Business Certification Form on

file with MDT in the event of any change to the size and/or socioeconomic representations and certifications contained therein. If the specifications, drawings and other instructions are not attached to the PO, it is the Supplier's responsibility to acquire the required documents, with current revisions, from the MDT representative that issued the PO. Further, Supplier warrants that the Products and/or Services will be free from defects in materials, workmanship and design. The warranties set forth in item (i) above shall not be deemed waived by MDT's acceptance of or payment for the Products and/or Services.

Federal Acquisition Regulation. For all Products and/or Services purchased by MDT under this PO, Supplier shall, to the extent applicable, comply with the requirements of the federal acquisition regulation (FAR) clause 52.219-8, entitled "Utilization of Small Business Concerns (October 2022)," which may be viewed at www.acquisition.gov/far/. Notwithstanding the foregoing, the FAR clause 52.219-8 is not applicable to this Agreement if (1) the value of the Agreement is less than \$750,000, or (2) Supplier is a "small business" under applicable rules of the Small Business Administration, 13 C.F.R. part 121, or (3) this Agreement does not offer further subcontracting opportunities, or (4) the supplies, goods or services provided under this Agreement are provided entirely outside of the United States.

EQUAL OPPORTUNITY; NONDISCRIMINATION. MDT and Supplier shall, to the extent they apply, abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Supplier shall comply with all applicable labor laws, rules, and regulations, including but not limited to, all laws forbidding the solicitation, facilitation, or any other use of slavery or human trafficking. To the extent applicable, MDT incorporates by reference 29 Code of Federal Regulations ("CFR") Part 471, Appendix A to Subpart A, as well as any Federal Acquisition Regulation ("FAR") clauses at 48 CFR Part 52 in effect as of the date of the PO, including but not limited to the E-Verify obligations described in FAR 52.222-54. If Supplier is required by federal Regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans Employment Report VETS-100A, Supplier certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by applicable law.

Effective June 2023