

ANTI-BRIBERY COMPLIANCE AGREEMENT

In consideration of the parties continuing their ongoing relationship, the parties agree as follows. Seller represents and warrants that neither it nor any of its directors, officers, employees, or representatives have engaged or will engage in Bribery in connection with its performance under this Agreement or any other agreement with Solar Turbines or Caterpillar, their affiliates, or their respective directors, officers, employees, representatives, agents, successors, and assigns (“Solar Turbines”). Bribery means the offering, promising, giving, or authorizing of any payment or transfer of anything of value, directly or indirectly through third parties, to any person for the purpose of influencing any act or decision of such person or securing an improper advantage to assist Solar Turbines in obtaining, retaining or conducting business.

To the extent Solar Turbines permits the use of subcontractors under this Agreement, Seller agrees it (1) will instruct such subcontractors neither to engage in nor to tolerate any act of Bribery, (2) will not use such subcontractors as a conduit for Bribery, (3) will ensure that such subcontractor complies with this Agreement in the same manner as Seller is required to comply, and (4) will be jointly and severally liable with the subcontractor before Solar Turbines for any damages resulting from subcontractor’s engagement or tolerance of Bribery.

Seller agrees that a violation of this Agreement shall constitute a material breach of all its agreements with Solar Turbines, and as such, that Solar Turbines may, in its discretion, either suspend or terminate for cause any or all other contractual agreements with Seller. Seller agrees to indemnify, defend, and hold harmless Solar Turbines against all demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Seller's obligations under this Agreement.

Upon Solar Turbines' request, Seller shall at its expense provide to Solar Turbines in a timely manner complete and accurate information requested through due diligence questionnaires and periodic compliance certifications. If Solar Turbines has reason to believe that Seller is not in compliance with this Agreement, Solar Turbines has the right to inquire, or to have Solar Turbines’ authorized representatives conduct inquiries, to ascertain the extent of the Seller's non-compliance with this Agreement, and Seller agrees to cooperate and provide all documentation and information related to this Agreement or any other agreement with Solar Turbines that is reasonably requested by Solar Turbines in connection with such inquiries.

In the event Seller becomes the subject of an enforcement action or receives an information request from any government entity for Bribery relating to Seller’s performance under this Agreement or any other agreement with Solar Turbines, Seller shall provide to Solar Turbines written notice not later than ten (10) business days following such enforcement action or information request, or the earliest date thereafter if prohibited from earlier disclosure by applicable law.

This Agreement shall become effective as of the date of the Purchase Order becoming effective. Any disputes under this Agreement shall be resolved under the applicable law and dispute resolution provisions of the Purchase Order or other agreement(s) in place between Seller and Solar Turbines.

Revised October 2021 Solar Turbines Incorporated