



CABOT CORPORATION
ADDITIONAL SERVICE CONDITIONS

In addition to the Cabot Standard Purchase Order Terms and Condition (the “PO Terms”), the vendor undertakes to provide the contracted services pursuant to the descriptions, specifications and conditions set forth in the attached quote, which is annexed to this contract as a part thereof (excluding any terms and conditions contained in such quote which are in conflict with or in addition to the PO Terms or these Additional Service Conditions). For the avoidance of doubt, these Additional Service Conditions are in addition to, and do not modify or supersede any of the requirements of, the PO Terms. The services must be conducted under the immediate direction and oversight of the Vendor, using its own staff, by its own means and at its sole cost and expense. In virtue of the foregoing, Buyer reserves the right to reject any part of the service that does not meet the required contract or safety specifications. Similarly, after accepting the purchase order, the Vendor will be bound to fulfilling the following obligations: 1) **Personnel, Heavy Machinery and Tools**. If the service so requires it, the Vendor shall provide the necessary tools, equipment, materials, and personnel, as required, with sufficient technical capacity to fully comply with the activities provided in this order. 2) **Safety**: In addition to all requirements of the PO Terms, including but not limited to those provided in Section 20, the Vendor will strictly follow the Buyer safety standards set forth in the “JVEO-7CYLC9 Contractor Safety Manual” and will enforce compliance by its workers, who shall be equipped by Vendor with all the necessary safety items according to the task. Moreover, the Vendor must establish its Risk rating and its employee’s rating (Type A, B or C) referring to the provisions of the “JVEO-7CYLC9 Contractor Safety Manual” and behavior Balance Policy “DHEA-BJTMDC”. 3) **Certifications**: If the contracted service must be performed in heights, confined spaces or other high-risk locations, the Contractor undertakes to employ duly trained, qualified and certified personnel to perform such tasks, notwithstanding the certifications required by personnel or equipment to perform the contracted task. 4) **Vendor Liability**. In addition to all requirements of the PO Terms, including but not limited to those provided in Sections 15 and 20, Vendor will take full responsibility for any damages and losses caused to Buyer, or any third party, and affect individuals, animals, natural resources or property during the execution of the services, arising from the cause or omission on the part of the Vendor, its workers or the machinery or equipment at their disposal. 5) **Severance and Indemnity**. The Vendor has the technical and managerial autonomy to perform the service and undertakes to do so using its own means and under its responsibility, with full autonomy and independence. This agreement is not an employment contract; therefore, it will not credit social security payments for the Vendor. The salaries, social security benefits and indemnities of the personnel employed by the Vendor to provide the services will be at its sole cost because, in addition to being independent, the Vendor is the sole and true employer of and responsible for the personnel, whereby there is no solidarity or any other similar concept from Buyer to the Vendor, or to the engaged or subcontracted personnel. In all cases, if the Vendor does not fulfill its labor obligations, Buyer may withhold the corresponding amounts from any payments or from the final settlement payment. Similarly, if the Vendor fails to



comply with social security obligations arising from personnel recruitment, it authorizes the Buyer to deduct any amounts due to be paid in favor of social security institutions. At the request of the Buyer and regardless of any legal requirement, Vendor will provide any forms, payroll documents and any other documents to certify compliance with the labor obligations required. In any case, Buyer maintains the power to claim the recovery of any amounts due by Vendor concerning the abovementioned obligations. If the service is performed in Buyer premises, the Vendor will provide a list of the workers who will take part in providing the service before commencing any activities, in addition to a copy of the document certifying Social Security System affiliation of said workers. The Vendor will provide a list of its workers and their identification document numbers during the entry protocol process and by email. Failure to comply with these requirements will give BUYER the right to terminate this agreement, for just cause, for all legal purposes, with no consequence of breach. Buyer will not be liable for any damages incurred by the breaching Vendor in connection with such termination. For the avoidance of doubt, the indemnity obligations herein are in addition to all indemnity obligations provided in the PO Terms. 6) This Purchase Order is concluded in consideration of the personal qualities and conditions of The Contractor, which is why the total or partial transfer of the same or the subcontracting of the activities that include the services provided by The Contractor is forbidden without the prior, express, and written authorization of the Contracting Party Cabot. First Paragraph: In the event of a subcontracting or total or partial transfer of the contract without prior notice, Cabot may, at its discretion, terminate the service order. Second Paragraph: In the event of a subcontracting or total or partial transfer of the contract, the Contractor will not be exempt from his contractual responsibility, nor will he mitigate his obligations, since he is the one directly obliged to comply with them. 7) **Executive Merit**: This purchase order serves executive merit, and therefore any of the obligations arising from this contact may be demanded executively by either of the contracting parties.