

These general terms and conditions (the “**General Terms and Conditions**”) constitute an integral part of and govern all purchase orders of procurement for marketing and promotion service (“**Purchase Order**”) by Lenzing Fibers (Hong Kong) Limited (“**Lenzing**”) and the supplier (“**Supplier**”), and of each solicitation issued by Lenzing, regardless of any prior course of dealing between Lenzing and Supplier. Lenzing and Supplier agree that the Purchase Order (including its attachments and applicable Lenzing Policies) and the General Terms and Conditions constitute the entire agreement of the Parties for each procurement (“**Agreement**”).

Lenzing and its Affiliates are in the business of producing, selling, and promoting high-quality man-made cellulose products for the global textile and non-woven industry, and related products.

Lenzing engages Supplier for marketing and promotion services, including but not limited to providing communication plans, coverage reports, press release developments as well as distributions, copywriting and placements, one-on-one interviews, content development, and other services like media event planning and organization, influencer engagement (“**Marketing and Promotion Services**”) as defined in detail in Purchase Order in one or more projects and Supplier accepts such engagement.

Lenzing and Supplier shall be individually referred to hereinafter as “**Party**” and collectively the “**Parties**” in the General Terms and Conditions.

1. **SOLICITATIONS FOR BIDS; ACCEPTANCE; EFFECTIVENESS OF THE AGREEMENT**

- 1.1 Supplier may submit a written bid in response to a solicitation for bids from Lenzing within five (5) working days of the date of the solicitation, or as otherwise agreed. Lenzing may accept or decline Supplier’s bid in its sole discretion.
- 1.2 Lenzing will accept bids only through a written Purchase Order. All Purchase Orders must be in writing, and may be sent to Supplier in person, via a recognized courier service or e-mail, or electronic transmission. SUPPLIER’S EXECUTION OF A PURCHASE ORDER CONSTITUTES SUPPLIER’S AGREEMENT TO THE TERMS OF THESE GENERAL TERMS AND CONDITIONS, AND THESE GENERAL TERMS AND CONDITIONS SHALL BE ENTERED INTO AND COME INTO FORCE UPON EXECUTION OF THE PURCHASE ORDER BY THE SUPPLIER (“EFFECTIVE DATE”) AND SUPPLIER SHALL RETURN THE EXECUTED PURCHASE ORDER TO LENZING.
- 1.3 Any amendments to the terms herein or any additional or different terms proposed by Supplier other than provisions hereof, whether in relation to Supplier’s quotation, letter of acknowledge, payment notice or otherwise, shall not come into force unless such terms are expressly agreed to by entering into a supplementary agreement or otherwise in writing and signed by Lenzing.

2. DEFINITIONS

- 2.1. “**Affiliate**” means, with respect to each Party, any individual or entity that directly or indirectly controls, is controlled by, or is under common control with such Party. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% (fifty percent) of the voting interests of the subject entity.
- 2.2. “**Supplier**” has the meaning set forth in the beginning of these General Terms and Conditions and Purchase Order.
- 2.3. “**Supplier Personnel**” has the meaning set forth in Section 4.5
- 2.4. “**Agreement**” has the meaning set forth in the beginning of these General Terms and Conditions.
- 2.5. “**Confidential Information**” has the meaning set forth in Section 7.1.
- 2.6. “**Deliverables**” means any product – whether tangible or intangible and whether finished or unfinished, and in whatever form – of the Services performed by Supplier, including without limitation any draft, sketch, drawing, graphic, presentation, logo, tagline, slogan, text, work product, photograph, music, artwork, video, lyrics, press release, advertising materials, merchandising materials, promotion materials, copy, documentation, research, invention, discovery, domain name, data collection, customer information, electronic data, computer program, website design or content, software, source code (together with documentation and descriptions necessary for the use, adaptation, or further support thereof), concept, idea, and Intellectual Property.
- 2.7. “**Effective Date**” has the meaning set forth in Section 1.2.
- 2.8. “**Execution Documents**” means documents and other materials Lenzing or any of its Affiliates makes available to Supplier for the provision of the Services, including without limitation concepts, models, drawings, samples, clichés, and personal data, and including all Intellectual Property therein.
- 2.9. “**Fee**” has the meaning set forth in Section 5.
- 2.10. “**Indemnitee**” has the meaning set forth in Section 9.
- 2.11. “**Intellectual Property**” means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights and moral rights; (b) trademark, design mark, service mark, trade dress, domain name, and trade name rights; (c) trade secret rights; (d) inventions, patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature through the universe and however designated), whether arising out of law, contract, license, or otherwise; and (f) all registrations,

initial applications, renewals, extensions, continuations, divisions, or reissues therefore now and hereafter in force (including any right in any of the foregoing), and the goodwill connected with the use of and symbolized by any of the foregoing.

- 2.12. **“Lenzing”** has the meaning set forth in the beginning of these General Terms and Conditions.
- 2.13. **“License”** has the meaning set forth in Section 6.2.
- 2.14. **“Marketing and Promotion Services”** has the meaning as set forth in the beginning of these General Terms and Conditions and as defined in detail in Purchase Order.
- 2.15. **“Marks”** means the name, logo, trade names, trademarks, design marks, service marks and other company identifiers which Lenzing or any of its Affiliates uses to market its business.
- 2.16. **“Purchase Order”** has the meaning set forth in Section 3.2.
- 2.17. **“Party”/“Parties”** has the meaning set forth in the beginning of these General Terms and Conditions.
- 2.18. **“Services”** has the meaning set forth in Section 4.2.4
- 2.19. **“Third Party Rights”** means any Intellectual Property owned by a third party.
- 2.20. **“Working Day”** means a day that is not a Saturday, Sunday or public holiday in Hong Kong.

3. PURCHASE ORDER

- 3.1. **Supplier’s Services:** Lenzing engages Supplier as an independent contractor to perform several services including one or more projects as detailed in Purchase Order. Supplier will specify for all Services to the project liaisons details including a rate card (including the fee details of key functional levels), the task fees and the total fees, a task description including the estimated hours and the discounted lump sum per task as well as the completion date per task (**“Tasks”**).
- 3.2. **Purchase Order:** Lenzing accepts the bid made by the Supplier by issuing a corresponding, written and duly executed Purchase Order detailing the Tasks to be provided. Each and every Purchase Order shall be governed by and subject to these General Terms and Conditions. Terms or stipulations in any Purchase Order that are contrary to any term of these General Terms and Conditions shall be void, unless Lenzing and Supplier have expressly agreed in writing that such terms or stipulation shall supersede any terms of these General Terms and Conditions.

- 3.3. **Amendment of Purchase Order:** If Lenzing desires an amendment of the Purchase Order, it shall so notify Supplier. Within three (3) working days, Supplier shall indicate, in writing, whether the Fee and/or the timing for performing the Services are affected, and if so, propose a new fee and/or revised timing. If Lenzing, in its sole discretion, accepts such proposal, it shall issue an amended and written Purchase Order, which shall be executed by Supplier and then be considered the governing Purchase Order. If Lenzing does not receive any response from Supplier within the prescribed time limit, the Purchase Order shall be deemed to have been amended as notified by Lenzing to Supplier.

4. SERVICES AND DELIVERABLES

- 4.1. Supplier shall endeavour to understand the main objectives of each Project and/or Promotion, including, without limitation, the target audience, Lenzing seeks to reach, Lenzing's marketing goals, key content objectives, corporate design guidelines and branding guidelines. Supplier shall request information from Lenzing or its Affiliates if Supplier believes it has not been supplied with the information necessary to understand the main objectives of any Project or any Promotion.
- 4.2. **Services and Deliverables:** Supplier shall perform the services as specified in the Purchase Order (the "**Services**") and create the related Deliverables in a professional and diligent manner consistent with industry standards, legal arrangements and good business practice. For avoidance of doubt, the Purchase Order includes any and all Deliverables, even if not expressly mentioned in the Purchase Order.
- 4.3. **Time of the Essence:** If the Purchase Order specifies specific due dates for the Supplier's performance of all or part of the Services or delivery of any or all Deliverables, time is of the essence, and prompt and timely performance of any such obligations is strictly required. If Supplier becomes aware that a due date for performance or delivery may not be met, it shall promptly inform Lenzing and indicate the respective reasons and estimated delay. For avoidance of doubt, such notice to Lenzing or any acceptance by Lenzing on such delay shall not exempt Supplier from any liability or compensation hereunder.
- 4.4. **Lenzing's or its Affiliates' Directions, Policies, and Execution Documents:** In performing the Services, Supplier shall comply with any and all directions, guidelines, and policies Lenzing or its Affiliates provides to Supplier, including but not limited to, branding guidelines and social media policies. Supplier may use Lenzing's or its Affiliates' directions, policies, and Execution Documents solely in connection with, and as necessary for, performing Services pursuant to a Purchase Order.
- 4.5. **Qualified Personnel:** Supplier shall ensure that all persons acting for or on behalf of Supplier in the performance of Services ("**Supplier Personnel**"), are

properly licensed, certified or accredited as required by applicable law, and are suitably skilled, experienced and qualified to perform the Services.

- 4.6. **Approval of Deliverables:** No Deliverable shall be publicly released unless it has been, in its to-be-released form, provided to, and approved in writing by, Lenzing or any of its Affiliates as designated by Lenzing in writing (“**Designated Affiliate**”). Such approval is in Lenzing or its Designated Affiliate’s sole discretion.
- 4.7. **Substantiation of Deliverables:** Supplier is solely responsible for ensuring that each Deliverable it submits to Lenzing and/or its Designated Affiliate for approval is factually substantiated and accurate, including without limitation compliance with applicable laws, and advertising guidelines and requirements promulgated by governmental agencies as well as industry advertising guidelines. In preparing such substantiation, the Supplier is entitled to rely upon information which it has received from Lenzing or its Designated Affiliate, or other sources to which Lenzing or its Designated Affiliate has specifically directed to the Supplier. Supplier will develop and maintain a comprehensive substantiation file for each Deliverable advertisement it places on Lenzing or its Designated Affiliate’s behalf and will provide the same to Lenzing or its Designated Affiliate upon request. Supplier will maintain the substantiation file for a period of five (5) years after placement of any advertisement such file is substantiating.
- 4.8. **Legal Notices:** Supplier explicitly waives and cause Supplier Personnel to waive the right to be named as author or creator of the Deliverables and to designate or label the Deliverables. Supplier shall place a valid copyright notice, in Lenzing’s and/or its Designated Affiliate’s name(s), on all Deliverables that are published. Such notice shall indicate that the copyright is held by “Lenzing Aktiengesellschaft” or otherwise, as Lenzing may direct. Supplier shall place any other legal notices in the Deliverables as specified by Lenzing or its Designated Affiliate (e.g., applicable trademark, copyright or patent notices).
- 4.9. **Exclusivity:** During the term of the Agreement, Supplier shall not provide direct or indirect services to any of Lenzing’s or its Affiliates’ direct competitors as defined in the Annex hereto.
- 4.10. **Points of Contact:** For each Purchase Order, each Party shall appoint and indicate in the Purchase Order one of its employees to serve as the primary contact for the other Party.
- 4.11. **Status Reports:** For each Purchase Order, Supplier shall provide to Lenzing or its Designated Affiliate regular (weekly, monthly or as otherwise required by Lenzing) written status reports on the progress of the Services.
- 4.12. **Records:** Supplier shall maintain complete and accurate books and records relating to its provision of the Services for a period of three (3) years after Lenzing or its Designated Affiliate receives the final invoice related to the respective Purchase Order, and during that time, to make such books and records available

to Lenzing or its Designated Affiliate and its auditors upon Lenzing's or its Designated Affiliate's request, during Supplier's regular business hours, provided Lenzing or its Designated Affiliate has provided Supplier with reasonable notice of its request.

4.13. Review, Rejection, Approval, Delay:

- 4.13.1. Upon completion of any Task related to Services provided by the Supplier, Supplier shall so notify Lenzing or its Designated Affiliate and continuously make available complete versions of the Deliverables related to the respective Task for Lenzing or its Designated Affiliate's review.
- 4.13.2. Within twenty-one (21) days of being notified of the completion of a Task, Lenzing or its Designated Affiliate may, in writing, reject the work product related to the respective Task if the work product does not meet the requirements of the Agreement or industry standards of professional, technical or artistic quality. In case of rejection, Lenzing or its Designated Affiliate may decide on its own judgement to adopt Section 9, or (a) extend the time for Supplier to provide revised work product for review in accordance with this section;(b) forego Supplier's completion of the Task and deduct 50% of the respective fee from the total Fees; or (c) terminate the Agreement with immediate effect.
- 4.13.3. The Task is considered approved if Lenzing or its Designated Affiliate does not reject within the mentioned period, as described in Section 4.13.2, or if Lenzing or its Designated Affiliate expressly approves in writing.
- 4.13.4. If a Task is not completed by the respective completion date detailed in the Purchase Order, Lenzing or its Designated Affiliate may decide on its own judgement to adopt Section 9, or (a) extend the time for Supplier to complete the task; (b) forego Supplier's completion of the Task and deduct the respective task fee from the total Fees; or (c) terminate the Agreement with immediate effect.

5. COMPENSATION

- 5.1. **Fee:** Subject to the terms of these General Terms and Conditions, Lenzing shall pay Supplier the fee as specified in the Purchase Order (the "**Fee**") or, if the Agreement is terminated prior to its conclusion, the percentage of the Fee that corresponds to the percentage of work performed until termination of the Agreement. The Fee shall be considered a fixed compensation, inclusive, without limitation, of any and all applicable taxes and reimbursements for any and all of Supplier's expenditures.
- 5.2. **Invoices:** Unless otherwise agreed in the Purchase Order, for each Purchase Order, Supplier shall issue invoice to Lenzing after Supplier has notified the completion of the Task pursuant to Section 4.13.1 and provided that Lenzing has not rejected the work product pursuant to Section 4.13.2. . Invoices must contain the name and address of Supplier, the date and number of the Purchase Order, ,

tax office name and tax ID number of Supplier and a detailed description of the Services rendered. Invoices which do not comply with these requirements shall be deemed not issued and shall be returned to Supplier by Lenzing.

- 5.3. **Payments:** Payments shall be due within thirty (30) days after Lenzing's receipt of the invoice that satisfies the requirements of Lenzing. Payments shall be made by check or by wire transfer to an account specified in Supplier's invoice.
- 5.4. **Late Payments:** If payment is not made within thirty (30) days after Lenzing's receipt of the invoice, Supplier shall send, at no cost to Lenzing, at least one written reminder to Lenzing, containing a grace period of at least ten (10) days. If payment is not made by the end of the grace period, Lenzing shall pay interest on all late payments at the rate of 2% per annum, compounded quarterly. Supplier shall not be entitled to withhold or delay any further Services under the respective Purchase Order, or any Services under any other Purchase Order, because of Lenzing's payment delays.
- 5.5. **Set Off:** Lenzing may set off and recoup against its accounts payable to Supplier any amounts for which Lenzing determines in good faith Supplier is liable to Lenzing under any other Purchase Order.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. **Ownership of Deliverables:** Except as referred to in Section 6.5(b)(ii) and to the extent permitted by applicable law, Lenzing is, and shall be, the sole and exclusive owner of all rights, titles, and interests in and to the Deliverables, including all Intellectual Property rights and copyrights therein. To the extent permitted by applicable law, Supplier agrees, and will cause Supplier Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire," such Deliverables are hereby deemed a "work made for hire" for Lenzing. To the extent that any of the Deliverables do not constitute a "work made for hire," Supplier hereby irrevocably assigns, and shall cause the Supplier Personnel to irrevocably assign, to Lenzing, in each case without additional consideration, all rights, titles, and interests throughout the world in and to the Deliverables, including all Intellectual Property therein without any time limitation.
- 6.2. **Transfer of Ownership, Granting of Rights:** To the extent that Lenzing's ownership of Deliverables according to clause 6.1 is not permitted by applicable law or impossible for whatever reason, Supplier will deliver to Lenzing or its Designated Affiliate all items and materials regarding the Deliverables, particularly carrier materials, copies and negatives and Supplier will hereby irrevocably grant, and will cause Supplier Personnel to irrevocably grant, to Lenzing or its Designated Affiliate the fully paid up, exclusive and transferable, sub-licensable right of use of the Deliverables as well as the right to adapt or translate such Deliverables as well as to use the adapted and translated versions of Deliverables like Deliverables themselves ("**License**").

The License granted to Lenzing or its Designated Affiliate shall be perpetual and geographically unlimited and comprise all currently known and future, also electronic exploitation methods. Such rights include in particular, but shall not be limited to: (a) the right to adapt and amend the Deliverables as well as their title and designation; (b) the right to permanently or temporarily copy (including digitize) the Deliverables in any way whatsoever; (c) the right to distribute the Deliverables for any commercial or non-commercial purposes whatsoever and to place them on the market; (d) the right to make the Deliverables available to the public by wire or wireless means, in such a way that the public may access them from a place and at a time individually chosen by them, in particular, but not limited to via the internet; (e) the right to rent the Deliverables in any form whatsoever; (f) the right to broadcast the Deliverables or send them in similar way; and (g) the right to publicly present, display or perform the Deliverables or to make them publicly available.

- 6.3. **Moral Rights:** Supplier hereby expressly and irrevocably waives, and shall cause the Supplier Personnel to expressly and irrevocably waive, any and all claims it or the Supplier Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables, including but not limited to any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
- 6.4. **Assistance in Perfection:** Upon the reasonable request of Lenzing, Supplier shall, and shall cause the Supplier Personnel to, promptly take such further actions, including but not limited to execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Lenzing or its Designated Affiliate to prosecute, register, perfect, preserve, enforce, or record its rights in or to any Deliverables.
- 6.5. **Third Party Rights:** Supplier will not use for, or incorporate into, any Deliverable any Third Party Rights, unless and until (a) Lenzing approves in writing, which approval is in Lenzing’s sole discretion, and (b) Supplier secures for Lenzing’s benefit either (i) an assignment of such Third Party Rights or (ii) a fully paid up, perpetual, irrevocable, assignable, sub-licensable, and worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify, make derivative works of, import, make, have made, sell, offer to sell, and otherwise exploit the Third Party Rights in conjunction with the Deliverables and any derivatives thereof.
- 6.6. **Lenzing Marks and Execution Documents:** Subject to the terms and conditions of, and only during the term of, the Agreement, Supplier has a non-exclusive, non-assignable, non-sublicensable, limited license to use the Marks and Execution Documents solely in connection with, and as necessary for, performing the Services and creating Deliverables pursuant to the Purchase Order. No other right or license in respect of any Intellectual Property is granted to Supplier by implication, estoppel, or otherwise. Supplier acknowledges that Lenzing

Aktiengesellschaft owns all right, title, and interest in, to and under the Marks and other Intellectual Property, and that Supplier shall not acquire any proprietary rights therein. Any use by Supplier or any Supplier Personnel of any of the Marks and all goodwill associated therewith shall inure to the benefit of Lenzing. Execution Documents, and any and all Intellectual Property therein, remain the sole and unrestricted property of Lenzing Aktiengesellschaft. Subject to what is provided herein, nothing in the Agreement shall be construed as assigning, transferring or granting to the Supplier or any third party any right, title or interest in the Marks or in any Intellectual Property. The Supplier shall not register or have any third party register any of the Marks or any sign similar to any of the Marks with any registration authority whatsoever or wherever.

7. CONFIDENTIAL INFORMATION

- 7.1. **Definition:** “Confidential Information” means, for purposes of the Agreement, information (i) disclosed to or known by Supplier as a consequence of or through the Agreement, (ii) not generally known to the public, and (iii) which relates to Lenzing or its Affiliate’s business. Confidential Information includes, but is not limited to, information of a technical nature (relating, for example, to methods and materials, trade secrets, inventions, processes, specifications, formulas, systems, computer programs, technical studies, research projects, technical developments, scientific plans, engineering plans, or manufacturing plans); information of a business nature (relating, for example, to market information, marketing plans, costs, customers, present or future products, sales, suppliers, employees, or investors, and including the Agreement itself); and materials Lenzing or its Affiliates designates as confidential. Confidential Information also includes the Deliverables itself until such time as Lenzing or its Designated Affiliate decides to make them publicly available, as well as the Execution Documents. Confidential Information may be in oral, written, graphic, electronic, or any other form. Confidential Information shall not include any information which Supplier can prove by competent evidence (i) is now, or hereafter becomes, through no act or failure to act on the part of Supplier, generally known or available to the public; (ii) is independently developed by Supplier, as evidenced by its written records, without knowledge of, and without the aid, application or use of, Lenzing’s or its Affiliate’s Confidential Information; or (iii) is the subject of Lenzing’s or its Designated Affiliate’s written permission to disclose.
- 7.2. **Confidentiality:** During the term of the Agreement and for a period of ten (10) years thereafter, Supplier shall maintain all Confidential Information as “confidential” and shall not partly or wholly disclose any such Confidential Information to any third party or use any such Confidential Information for any purpose, except (a) as expressly authorized by the Agreement, (b) as required by law, rule, regulation or court order (provided that Supplier shall first notify Lenzing of such required disclosure and shall use reasonable efforts to obtain confidential treatment of any such information required to be disclosed), or (c) to Supplier Personnel who need to know such Confidential Information to perform the Services or administer the Agreement, so long as such persons are under an

obligation of confidentiality no less stringent than as set forth herein. Supplier may use Confidential Information only to the extent required to perform the Services and accomplish the purposes of the Agreement. Supplier shall use at least the same standard of care as it uses to protect its own confidential information to ensure that it and Supplier Personnel do not disclose or make any unauthorized use of Confidential Information. Supplier shall be responsible jointly and severally for any breach of this section by any Supplier Personnel. Supplier shall promptly notify Lenzing upon discovery of any unauthorized use or disclosure of Confidential Information.

- 7.3. **Data Usage and Security:** Supplier shall comply with all Lenzing's or its Affiliates' policies regarding data usage and security Lenzing or its Affiliates may provide to Supplier from time to time, and will execute any documents Lenzing or its Affiliates may reasonably require to evidence such compliance..
- 7.4. **Irreparable Injury:** Supplier agrees that any breach of the provisions of this Section shall constitute an irreparable injury to Lenzing or its Affiliates for which Lenzing or its Affiliates has no adequate remedy at law.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. **Supplier:** Supplier represents and warrants to Lenzing that:

(a) Supplier has full power and authority to execute, deliver and perform the Agreement;

(b) Supplier is not subject to any pending or threatened litigation or governmental action which could interfere with Supplier's performance of the Agreement;

(c) Supplier has all necessary licenses, certifications, and accreditations, and all the expertise and resources necessary to perform the Services, and it will perform the Services in a prompt, professional and workmanlike manner, in accordance with the best industry standards for similar services,

(d) Supplier is fully authorized and has all necessary rights to grant, assign and transfer any and all of Supplier's rights, title and interest to the Deliverables as specified in Section 6, and Subject to Section 6.5(b)(ii), Lenzing or its Designated Affiliate will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

(e) the Deliverables will (i) not violate any rights of third parties, including without limitation any right of privacy, confidentiality, publicity right, copyright, trademark, patent or any other Intellectual Property right; (ii) not violate any applicable law or regulation (including, for example, data protection laws, the Code on the Protection of the Consumer, or industry advertising guidelines, (iii) not defame, denigrate or dilute the reputation, image, or goodwill associated with Lenzing or

its Affiliates, products, or services; and (iv) comply with any branding guidelines Lenzing or its Affiliates may provide to Supplier from time to time; and

(f) any Deliverables Supplier provides to Lenzing or its Affiliates in electronic form will be free of computer viruses and/or spy applications of any kind.

8.2. **Lenzing:** Lenzing represents and warrants to Supplier that:

(a) Lenzing has full power and authority to execute, deliver and perform the Agreement; and

(b) Lenzing is not subject to any pending or threatened litigation or governmental action which could interfere with Lenzing's performance of the Agreement.

9. INDEMNIFICATION

9.1. **INDEMNIFICATION:** SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LENZING, ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND CUSTOMERS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSS, INJURY, DEATH, DAMAGE, LIABILITY, CLAIM, DEMAND, DEFICIENCY, ACTION, JUDGMENT, INTEREST, AWARD, PENALTY, FINE, COST OR EXPENSE OF WHATEVER KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES, COSTS OF ANY SETTLEMENT, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS) ARISING OUT OF OR RELATED TO THE SERVICES, THE DELIVERABLES, OR SUPPLIER'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THE AGREEMENT (INCLUDING WITHOUT LIMITATION BREACH OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 8.1).

9.2. **Indemnification Procedures:** An Indemnitee seeking indemnification under this Section shall give the Supplier (a) prompt written notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Supplier from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and (b) reasonable cooperation in the defense of such claim. The Supplier shall have the right to control the defense and settlement of any such claim; however, the Supplier shall not, without the prior written approval of the Indemnitee, which approval shall not be unreasonably withheld, settle or dispose of any claims in a manner that affects the Indemnitee's rights or interest. The Indemnitee shall have the right to participate in the defense at its own expense. Notwithstanding the foregoing, the Indemnitee shall have the right to assume, at any time, the control of the defense and/or settlement of any claim, at the Indemnitee's own expense; in that case, the Supplier shall give the Indemnitee reasonable cooperation in the defense of the claim.

- 9.3. **Default and Remedies:** Failure to perform, any delay in performance or partial performance of any single obligation hereunder by Supplier, or any breach of any of the terms of the Agreement by Supplier, including but not limited to any warranties and undertakings of Supplier under the Agreement, constitutes breach of the Agreement. The Supplier shall immediately take adequate, effective and timely measures to diminish the consequence thereof and assume the default liability pursuant to special terms in relation thereto as set forth in other provisions hereof; or in case of any specific breach for which no default liability is incurred according to the special terms in other provisions hereof, Supplier shall compensate Lenzing for any damages caused by such breach. Furthermore, IF THE LIQUIDATED DAMAGES AGREED TO IN THE AGREEMENT IS NOT SUFFICIENT TO COVER THE DAMAGES LENZING MAY SUSTAIN, SUPPLIER SHALL COMPENSATE LENZING FOR ITS UNCOVERED DAMAGES. IT IS MUTUALLY ACKNOWLEDGED THAT THE AFORESAID DAMAGES OF LENZING SHALL INCLUDE BUT NOT LIMITED TO ANY COST AND EXPENSE SPENT ON LITIGATION, ARBITRATION, ATTORNEYS, TRAFFIC, CONSULTING, VALIDATION AND ADDITIONAL COST FOR RE-CONTRACT. HOWEVER, LIQUIDATED DAMAGES AND LIABILITY FOR DAMAGES TO BE BORNE BY LENZING HEREUNDER SHALL NOT EXCESS THE AMOUNT OF PAYMENT HEREUNDER IT MADE TO SUPPLIER IN ALL CASES. Lenzing is entitled to deduct any liquidated damages, indemnification and other amount which shall be borne by Supplier directly from its outstanding payment.

DEFAULT REMEDIES: IN CASE OF ANY DEFAULT BY SUPPLIER, LENZING MAY (BUT NOT NECESSARILY) ASK SUPPLIER TO TAKE REMEDIAL ACTIONS, INCLUDING BUT NOT LIMITED TO (I) REQUIRE SUPPLIER TO RECTIFY OR RE-PERFORM SERVICES ACCORDING TO REQUEST OF LENZING WHICH ARE NOT IN CONFORMITY WITH REQUIREMENTS OR STANDARDS HEREOF; (II) LENZING TO PURCHASE TEMPORARY REPLACEMENT OF SERVICES OR PURCHASE PERPETUAL REPLACEMENT OF SERVICES, AND THE COST OF SUCH PURCHASE SHALL BE BORNE BY SUPPLIER, ETC. IF SUPPLIER FAILS TO FULFIL THE REMEDIAL ACTIONS OR SUCH FULFIL OF REMEDIAL ACTIONS DOES NOT COMPLY WITH LENZING'S REQUEST, LENZING IS ENTITLED TO ADOPT ANY ONE OR MORE REMEDIAL OPTIONS DESCRIBED AS FOLLOWS AND/OR OTHER REMEDIAL MEASURES IMPOSED BY LAW: (I) IN CASE SUPPLIER FAILS TO PROVIDE SERVICES TO LENZING WITHIN THE TIMELINE OF SERVICES SET FORTH IN THE AGREEMENT, OR FAILS TO PERFORM OTHER OBLIGATIONS IN THE AGREEMENT IN COMPLIANCE WITH THE TIMELINE AND QUALITY REQUIREMENTS, LENZING SHALL HAVE THE RIGHT TO CLAIM A SUM, AS LIQUIDATED DAMAGES, AT A RATE OF 0.5% PER DAY OF THE TOTAL FEES FOR THE PERIOD OF DEFAULT; (II) CLAIM DIRECTLY A SUM, AS LIQUIDATED DAMAGES, AT A RATE OF 20% OF THE TOTAL FEES; (III) DIRECT CANCELLATION OF THE AGREEMENT, THEN THE AGREEMENT SHALL BE TERMINATED WITH IMMEDIATE

EFFECT UPON ISSUANCE OF WRITTEN NOTICE OF TERMINATION BY LENZING; IN ADDITION TO A REFUND BY SUPPLIER OF ANY UNFULFILLED ADVANCE PAYMENT (IF ANY) MADE BY LENZING, LENZING IS ALSO ENTITLED TO CLAIM A SUM, AS LIQUIDATED DAMAGES, EQUIVALENT TO 20% OF THE TOTAL FEES OR RMB 10,000 (WHICHEVER IS HIGHER).

10. LIMITATION OF LIABILITY

IN NO EVENT WILL LENZING BE LIABLE TO THE SUPPLIER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LENZING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INSURANCE

During the term of the Agreement and for a period of three (3) years thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect to provide for sufficient insurance coverage to cover all risks in connection with the Agreement and the Services, which includes, but is not limited to, commercial general liability in a sum no less than EUR 2,500,000 (Euro two million and five hundred thousand) per occurrence and errors and omissions insurance in a sum no less than EUR 1,000,000 (Euro one million) per occurrence with financially sound and reputable insurers. Upon Lenzing's request, Supplier shall provide Lenzing with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in the Agreement. Supplier shall provide Lenzing with thirty (30) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Lenzing's insurers and Lenzing.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. The Agreement and any dispute or claim (including non-contractual disputes or claims) and any contractual or non-contractual obligations arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of Hong Kong without regard to its conflict of laws principles.

12.2. Any disputes between the Parties arising out of or in connection with the Agreement (each, hereinafter, a "**Dispute**") shall be resolved as follows: upon either Party providing written notice under this provision, the Parties shall have a period of thirty (30) days, during which the senior management of both Parties may meet to attempt to resolve such Disputes (hereinafter, the "**Negotiation**")

Period”). Upon expiry of the Negotiation Period, the Parties irrevocably agree to refer such Disputes to the courts where Lenzing is located, which shall have exclusive jurisdiction in relation to all such Disputes. EACH PARTY WAIVES ANY OBJECTION TO THE EXERCISE OF THAT JURISDICTION TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

- 12.3. SUPPLIER ACKNOWLEDGES AND AGREES THAT A BREACH OR THREATENED BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS UNDER THE AGREEMENT WOULD CAUSE LENZING OR ITS AFFILIATES IRREPARABLE HARM FOR WHICH MONETARY DAMAGES WOULD NOT BE AN ADEQUATE REMEDY AND THAT, IN THE EVENT OF SUCH BREACH OR THREATENED BREACH, LENZING OR ITS AFFILIATES WILL BE ENTITLED TO EQUITABLE RELIEF, INCLUDING BY WAY OF A RESTRAINING ORDER, AN INJUNCTION, SPECIFIC PERFORMANCE AND ANY OTHER RELIEF THAT SHALL BE AVAILABLE FROM ANY COURT OF COMPETENT JURISDICTION. SUCH REMEDIES ARE NOT EXCLUSIVE AND ARE IN ADDITION TO ALL OTHER REMEDIES THAT MAY BE AVAILABLE AT LAW, IN EQUITY OR OTHERWISE.

13. TERM AND TERMINATION.

- 13.1. **Term:** The Agreement shall come into force on the Effective Date and shall continue, unless terminated earlier as permitted in the Agreement, until the Services have been provided.
- 13.2. **Termination for Convenience:** Lenzing may terminate the Agreement for any reason, with or without cause, with at least twenty (20) days written notice. During the termination notice period, upon Lenzing’s or its Designated Affiliate’s request, Supplier shall only perform those Services which are necessary for the orderly conclusion of the Services provided under the Purchase Order including the services due within the termination period.
- 13.3. **Termination for Good Cause:** Either Party may terminate the Agreement upon a material breach of the other Party, if such breach remains uncured for ten (10) days following written notice to the breaching Party, or for other good cause (including, for example, if the other Party becomes insolvent, is dissolved or liquidated, or is subject to bankruptcy proceedings), with immediate effect.
- 13.4. **Effects of Termination:** Upon expiration or termination of the Agreement, (a) Supplier shall promptly deliver all existing Deliverables, in whatever stage of completion, to Lenzing or its Designated Affiliate, (b) Supplier shall promptly return all Confidential Information (to the extent it is in any tangible form), including Execution Documents, to Lenzing or its Designated Affiliate, (c) Supplier shall promptly issue invoices for, and Lenzing shall pay, any outstanding portion of any Fee, in accordance with the provisions of Section 5, and (d) upon Lenzing’s or its Designated Affiliates’ request, Supplier shall provide reasonable

cooperation and assistance to Lenzing or its Designated Affiliate in transitioning the Services to an alternate marketing supplier.

- 13.5. **Survival of Provisions:** Subject to express limitations regarding duration (such as the restriction of a provision to the term of the Agreement, or to the term of the Agreement and a specific period thereafter), the provisions of Sections 6, 7, 8, 9, 10, 12, and, to the extent applicable, Section 14, as well as any other provisions expressly so stating, shall survive the expiration or termination of the Agreement.

14. MISCELLANEOUS PROVISIONS

- 14.1. **Force Majeure:** Neither Party shall be liable for any delay in performing or for failure to perform its obligations under the Agreement to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control but not limited to acts of God, flood, drought, fire, collapse of buildings, explosion, accident, interruption or failure of utility service, earthquake or other natural disaster, epidemics or pandemics, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, or sonic boom, acts of Governmental authorities (including without limitation imposing an export or import restriction, quota or prohibition), strikes (including without limitation any labor or trade dispute, industrial action or lockouts), non-performance by suppliers or subcontractors, or any cause of a similar nature (hereinafter referred to as “**Event of Force Majeure**”), provided the same arises without the fault or gross negligence of such Party, and the affected Party notifies the other, with proof of the Event of Force Majeure, within ten (10) working days of becoming aware of such Event of Force Majeure and the manner and extent to which its obligations are likely to be prevented or delayed. If any Event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Event of Force Majeure, provided that if any Event of Force Majeure continues for a period of or exceeds two (2) months, Lenzing shall have the right to terminate the Agreement on written notice to the Supplier. Without limitation to the foregoing, each Party shall use its reasonable endeavors to minimize the effects of any Event of Force Majeure.
- 14.2. **Notices:** Notices under the Agreement shall be in writing, and delivered to the other Party via courier service, registered mail, or electronic mail, to the address set forth on the Purchase Order, or to such other address as either Party may in the future specify in writing to the other Party. Notice shall be deemed given upon receipt by the notified Party. Notices shall indicate the complete Purchase Order number.
- 14.3. **ASSIGNMENT AND SUBCONTRACTING:** SUPPLIER MAY NOT, PARTLY OR WHOLLY, ASSIGN ITS RIGHTS, DELEGATE ITS DUTIES, OR SUBCONTRACT ITS OBLIGATIONS UNDER THE AGREEMENT, EITHER IN

WHOLE OR IN PART, WITHOUT LENZING PRIOR WRITTEN CONSENT. THE SALE, TRANSFER OR ENCUMBRANCE OF 25% OR MORE OF THE OWNERSHIP INTEREST IN, OR VOTING STOCK OF, SUPPLIER OR THE MERGER OF SUPPLIER INTO OR WITH ANY OTHER THIRD PARTY OR ENTITY, SHALL BE DEEMED AN ASSIGNMENT FOR PURPOSES OF THIS SECTION. LENZING MAY ASSIGN ALL OR ANY PART OF ITS RIGHTS UNDER THE AGREEMENT TO ANY OF ITS AFFILIATES; LENZING MAY NOT ASSIGN TO THIRD PARTIES (EXCEPT ITS AFFILIATES) ITS OBLIGATIONS UNDER THE AGREEMENT, EITHER IN WHOLE OR IN PART, WITHOUT SUPPLIER'S PRIOR WRITTEN CONSENT. ANY ASSIGNMENT IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT. THE PARTIES' RIGHTS AND OBLIGATIONS WILL BIND AND INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

- 14.4. **Further Assurances:** The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of the Agreement.
- 14.5. **Severability:** In the event that any provision of the Agreement is held invalid or unenforceable for any reason by a competent judicial authority, such provision or part thereof shall be considered separate from the remaining provisions of the Agreement, which remaining provisions shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the Parties as set forth herein.
- 14.6. **Waiver:** A waiver by either Party of a breach of, or default under, any provision of the Agreement is only effective if it is in writing, identified as a waiver to the Agreement, and signed by an authorized representative of the Party waiving its right. An effective waiver by either Party of a breach of, or default under, any provision of the Agreement will not operate or be interpreted as a waiver of such or any other provision or of any subsequent breach of, or default under, such or any other provision. The failure, delay, or refusal of either Party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of such right or remedy.
- 14.7. **Headings:** Headings used in the Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.
- 14.8. **Independent Contractors:** The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by the Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by Supplier shall work exclusively for Supplier and shall not, for any purpose, be considered employees or agents of Lenzing or its Affiliates. Supplier assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.

- 14.9. **INJUNCTIVE RELIEF:** SUPPLIER HEREBY WAIVES ANY RIGHT TO INJUNCTIVE RELIEF (INCLUDING WITHOUT LIMITATION REGARDING THE PUBLIC LAUNCH AND EXECUTION OF A MARKETING CAMPAIGN) AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF THE AGREEMENT BY LENZING SHALL BE AN ACTION FOR DAMAGES.
- 14.10. **Good Faith:** Each Party shall act in good faith and engage in fair dealings when taking any action under or related to the Agreement.
- 14.11. **Entire Agreement:** The Agreement sets forth the entire understanding and agreement between the Parties and supersedes any and all oral or written agreements, understandings, discussions and negotiations between the Parties as to the subject matter of the Agreement. It may be changed only by a writing signed by both Parties.

ANNEX:

Lenzing or its Affiliate's direct competitors include:

Companies	Address
AV Birla - Grasim Industries Ltd.	Madhya Pradesh, India
PT Indo Bharat Rayon	Purwakarta, West Java
Thai Rayon Public Company Ltd.	Bangkok, Thailand
Birla Jingwei Fibre	Hubei, China
Sateri Chemical Fibres	Shanghai, China
PT Sateri Viscose International	Indonesia
Chenming	Shouguang, China
Aoyang Technology	Zhangjiagang, China
Shandong Yamei Technology	Shandong, China
Xiangsheng Viscose Fiber	Jiangsu, China
Grace Group	Yibin Sichuan, China
Formosa Chemicals & Fibres Corp.	Taipei, Taiwan
Sritex	Jakarta, Indonesia
Jilin Chemical Fibre Group	Hebei, China
TangShan Sanyou	Tangshan, China
Fulida	Zhejiang, China
Xinjiang Zhongtai Chemical Co Ltd	Xinjiang, China
NCFC - Nanjing Chemical Fibre Co Ltd	Nanjing, China
Shandong Helon Co. Ltd.	Weifang, Shandong, China
Kelheim Fibres GmbH	Kelheim, Germany
Hitech-Baoding Swan	Hebei, China
Shandong Yingli Industrial Co., Ltd	Shandong, China
China Textile Academy Green Fiber Co., Ltd	Xinxiang, Henan province, China
Hitech-Baoding Swan	Baoding, China
Jilin Chemical Fibre Group	Jilin, China
Yibin Grace	Yibin Sichuan, China
Jinling	Nanjing, Jiangsu
Indian Rayon	Mumbai, India
Century Rayon	Mumbai, India
Acelon Chemicals & Fiber	Taiwan
Enka GmbH & Co.	Obernburg, Germany
Asahi-Kasei	Tokyo, Japan

[Signature Page]

Date:

GTC No.:

Lenzing Fibers (Hong Kong) Limited

Full company name of Supplier:

(Company Seal)

(Company Seal):

Signed by: _____

Signed by: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____