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|  <p><b>HONEYBEE ROBOTICS</b><br/>New York • Colorado • California<br/>Phone: 212.966.0661<br/>HoneybeeRobotics.com</p> | <b>TITLE: Quality Requirements for Suppliers</b> |  | <b>DOC NO. HBRQR001</b>                      |              |
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| Issued By: Quality Director            | Signature: John B Wilson | Date: <b>12/10/18</b> |
| Approved By: Management Representative | Signature: Sase Singh    | Date: <b>12/10/18</b> |

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| <b>SCOPE</b>   | The aim of this document is to formally communicate HBR quality requirements/Clauses to its suppliers and their suppliers.                                   |
| <b>Acronym</b> | ASL – Approved Supplier List<br>Buyer – Honeybee Robotics<br>HBR – Honeybee Robotics<br>PO – Purchase Order or Contract<br>SCAR – Supplier Corrective Action |

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## 1.1 INTRODUCTION

Honeybee Robotics is committed to providing our customers with quality products & services that meet or exceed their requirements. Our aim is to build sustainable supplier capacity by partnering with our supply chain to reduce adverse environmental impacts, improve health, safety and ethical behavior, and to enable responsible supplier growth and raise standards.

## 1.2 SUPPLY OF GOODS AND SERVICES

Our business depends on a reliable network of skilled suppliers to provide the materials, parts and services needed to make our products and deliver them to our customers on time. Goods and services provided by our suppliers have a key impact on the quality of the products, and services we offer our customers. To maintain a high level of quality, we are determined to establish and maintain close and long-lasting relationships with our suppliers.

HBR Terms and Conditions (T&C) shall apply to all PO's unless otherwise agreed upon.

## 1.3 QUALITY MANAGEMENT SYSTEM REQUIREMENTS

### 1.3.1 MINIMUM QUALITY REQUIREMENT

Suppliers shall provide and maintain a quality control system to an industry-recognized Quality Standard and in compliance with any other specific quality requirements identified in PO's issued by HBR.

## 1.4 SUPPLIER APPROVAL

Supplier must be on Honeybee Robotics Approved Suppliers List (ASL) before a PO can be issued.

Documents required by Honeybee Robotics to complete the approval process are:

- HBR FORM 7.4.1.10 Quality Survey of Candidate Supplier
- QMS certification, is applicable
- Confidentiality or non-disclosure agreement (NDA) if applicable


When appropriate, suppliers shall be subject to on-site audit and/or site visit by Honeybee Robotics supplier quality engineer and/or supply chain representative. Scheduled verification audits, site visits and business to business meetings shall be supported when required.

Suppliers to Honeybee Robotics shall provide up-to-date copies of quality management system certification including scope of certification. Honeybee Robotics shall be informed when certificates are reissued or revoked.

Suppliers status on the ASL is determined by the following:

- On-Time-Delivery (OTD) of all items procured
- Quality of the items procured
- Supplier Corrective Action Request (SCAR) issued

## 1.5 INTERACTION WITH HBR

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All issues (technical & contractual) relating to Honeybee Robotics purchase orders shall be communicated to the buyer. Technical issues relating to the PO may be directed to the appropriate engineer as well.

All modification shall be captured via a formal revised purchase order (verbal authorization must be followed by a PO modification).

Supplier's representative shall provide confirmation of receipt of PO to the buyer.

Should the agreed upon delivery date change, the supplier shall contact the buyer immediately.

Invoices shall be sent to ap@honeybeerobotics.com.

## 1.6 NONCONFORMING PRODUCT

From time to time nonconformities occur in many shapes and forms whether in product, process, service or documentation.

When nonconformities occur, the supplier must perform Root Cause Analysis (RCA) and corrective action activities to prevent recurrence of the problem. For nonconforming product, suppliers shall:


- Carry out containment and evaluate product impact
- Inform HBR immediately when shipped nonconforming product is suspected
- Establish and form root cause analysis team from stakeholders, experts and others involved
- Identify & understand the problem
- Gather & analyze data
- Find direct cause(s), contributing cause(s) and root cause(s)
- Determine corrective action(s) addressing all causes to prevent recurrence of nonconformity
- Implement corrective action
- Determine risks and opportunities to prevent or reduce nonconformities occurring
- Review corrective action
- Document and provide objective evidence for above actions

## 1.7 SERIALIZATION AND PART MARKING


Serialization and part marking identification format shall be in accordance with any contractually agreed specification or standard.

## 1.8 Quality Clauses Grouping

If a Clause Group is listed on the purchase order, the supplier is required to comply with all individual Quality Clauses within the listed Clause Group; complete instructions for individual Quality Clauses are listed in below. As required, Honeybee Robotics' Quality personnel may add or remove individual Quality Clauses to/from a defined Clause Group on a purchase order (Ex. "Group 5 plus Q49", adds Government Source Inspection to the list of clauses for Machining, or "Group 11 less Q1", removes the Records Retention requirement from the list of clauses for Printed Wiring Assemblies).


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| <b><u>Group 0.</u></b>  | <b><u>All Purchase Orders:</u></b><br>Quality Clauses: Q1 Thru Q15  |
| <b><u>Group 1.</u></b>  | <b><u>Raw Material:</u></b><br>Quality Clauses: Q1 Thru Q24, Q28 & Q29  |
| <b><u>Group 2.</u></b>  | <b><u>Raw Material (DFARS):</u></b><br>Quality Clauses: Q1 Thru Q24, Q28, Q29 & Q37   |
| <b><u>Group 3.</u></b>  | <b><u>COTS Parts:</u></b><br>Quality Clauses: Q1 Thru Q19, Q21 & Q24  |
| <b><u>Group 4.</u></b>  | <b><u>EEE COTS Items:</u></b><br>Quality Clauses: Q1 Thru Q16, Q18, Q19, Q21, Q24, Q30 Thru Q33   |
| <b><u>Group 5.</u></b>  | <b><u>Machine Only (Supplier-Provided Material):</u></b><br>Quality Clauses: Q1 Thru Q19, Q21 Thru Q27 & Q41                                    |
| <b><u>Group 6.</u></b>  | <b><u>Machine Only (Supplier-Provided Material - DFARS):</u></b><br>Quality Clauses: Q1 Thru Q19, Q21 Thru Q27, Q37 & Q41                       |
| <b><u>Group 7.</u></b>  | <b><u>Machine (Supplier-Provided Material) &amp; STD Special Process:</u></b><br>Quality Clauses: Q1 Thru Q27, Q38, Q39, Q41 & Q43              |
| <b><u>Group 8.</u></b>  | <b><u>Machine (Supplier-Provided Material - DFARS) &amp; STD Special Process:</u></b><br>Quality Clauses: Q1 Thru Q27, Q37, Q38, Q39, Q41 & Q43 |
| <b><u>Group 9.</u></b>  | <b><u>Machine (Supplier-Provided Material) &amp; Nadcap Special Process:</u></b><br>Quality Clauses: Q1 Thru Q27, Q38 Thru Q41 & Q43            |
| <b><u>Group 10.</u></b> | <b><u>Machine (Supplier-Provided Material - DFARS) &amp; Nadcap Special Process:</u></b><br>Quality Clauses: Q1 Thru Q27, Q37 Thru Q41 & Q43    |
| <b><u>Group 11.</u></b> | <b><u>Printed Wiring Assemblies (PWA)</u></b><br>Quality Clauses: Q1 Thru Q16, Q19 Thru Q26, Q28 Thru Q31, Q33 Thru Q36 & Q43                   |
| <b><u>Group 12.</u></b> | <b><u>Heaters/RTDs:</u></b><br>Quality Clauses: Q1 Thru Q16, Q18 Thru Q33 & Q43   |
| <b><u>Group 13.</u></b> | <b><u>Calibration/Laboratory/Nondestructive Test:</u></b><br>Quality Clauses: Q1 Thru Q15, Q24 Thru Q26 & Q41 Thru Q44                          |
| <b><u>Group 14.</u></b> | <b><u>Calibration/Laboratory/Nondestructive Test (Nadcap):</u></b><br>Quality Clauses: Q1 Thru Q15, Q24 Thru Q26 & Q40 Thru Q44                 |

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## 1.9 Quality Clause definition

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| <a href="#"><u>Q1.</u></a> | <p><b>Q1. Retention of Records:</b></p> <p>Supplier shall retain all records related to the products and/or services furnished under this purchase order; for a minimum of 10 years from date of delivery. The term "records" includes, but is not limited to: build logs, test data sheets, material certification, travelers, equipment run logs/charts, employee training and competency records, and any other documentation created/completed during the execution of this purchase order. These records shall be made available for review, at no additional cost, when requested by Honeybee Robotics, its customers, or any regulatory authority.</p> <p>Once the retention period has elapsed, should the supplier deem it necessary to dispose of records, the following disposition requirements shall be followed:</p> <ul style="list-style-type: none"> <li>• Hard-copy documented information shall be shredded.</li> <li>• Scrap products and components shall be destroyed, rendered unusable and unrecoverable;</li> </ul> <p>Electronic documented information shall be deleted and purged from the system.</p> |
| <a href="#"><u>Q2.</u></a> | <p><b>Q2. Competency and Awareness of Personnel:</b></p> <p>Supplier shall ensure that all employees performing tasks under this purchase order are currently assessed as competent to perform those tasks. The method of competency assessment shall be at the supplier's discretion, and it may be based upon the employee's possession of industry-recognized qualifications, relevant education, documented on the job training, or other acceptable demonstration of their ability to competently perform the tasks assigned. Supplier shall also ensure that all employees are aware of their contribution to product or service conformity, product safety, and the importance of ethical behavior.</p>   |
| <a href="#"><u>Q3.</u></a> | <p><b>Q3. Right of Access:</b></p> <p>Supplier shall grant right of access to supplier's facilities and records, as may be required, to Honeybee Robotics, its customers, or any regulatory authority for the purposes of supplier audits and non-conformance investigations. This includes:</p> <ul style="list-style-type: none"> <li>• The right of access to facilities where parts of the contracted activities are being performed including sub-supplier's premises</li> <li>• Information pertaining to the fulfillment of requirements in the contract</li> <li>• Unrestricted opportunity to evaluate supplier compliance with this document</li> <li>• Unrestricted opportunity to conduct verification of product conformity to contract requirements</li> <li>• Assistance for evaluation, verification, validation, testing, inspection or release of the product to verify that contract requirements have been accomplished at the supplier's or sub-supplier's premises</li> </ul>  |

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|                          | <ul style="list-style-type: none"> <li>• Working area and facilities</li> <li>• The necessary equipment available for reasonable use for performing verification</li> <li>• Supplier and/or sub-suppliers personnel for operation of verification equipment as required</li> <li>• Access to information and communication facilities</li> <li>• The necessary supplier documentation, to confirm product conformance to specification</li> <li>• Copies of necessary documents, including those on electronic media</li> <li>• Confirmation of capacity constraints</li> </ul>  |
| <p><b><u>Q4.</u></b></p> | <p><b>Q4. Inspection/Test/Verification:</b></p> <p>All materials and workmanship shall be subject to inspection, test, and verification at all reasonable times and places, by Honeybee Robotics, its designee, or its customers, before, during, and after delivery.</p> <p>No such inspection shall relieve the supplier of its obligations to furnish and warrant all Work in accordance with the requirements of this PO. Honeybee Robotics’ final inspection and acceptance shall be at destination.</p>  |
| <p><b><u>Q5.</u></b></p> | <p><b>Q5. Counterfeit Work Prevention:</b></p> <p>Supplier, and sub-tier suppliers, shall ensure that counterfeit work, or suspect counterfeit work is not used or delivered under this purchase order.</p> <ul style="list-style-type: none"> <li>• Counterfeit work is work that contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or a source with express written authority of the OCM/OEM or current design authority, including an authorized aftermarket manufacturer. <ul style="list-style-type: none"> <li>○ Unlawful or unauthorized substitution includes old work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.</li> </ul> </li> <li>• Suspect counterfeit work means work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the work part is authentic.</li> </ul> <p>Where appropriate, the supplier shall establish and maintain a counterfeit parts / material prevention and control plan to ensure that counterfeit work is not delivered. The purpose of the supplier’s plan shall be to develop a robust process to prevent the delivery of counterfeit commodities and to control commodities identified as counterfeit.</p> <p>Additionally, supplier shall:</p> |




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- a) Only purchase products to be delivered, or incorporated as work, to Honeybee Robotics directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distribution channel. Supplier may use another source only if:
  - The sources are unable to deliver required products, and
  - Supplier’s inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and
  - Supplier obtains advance written approval from buyer.
- b) Maintain counterfeit risk mitigation processes in accordance with industry recognized standards, and with any other specific requirements identified in this purchase order.
- c) Immediately notify buyer with the pertinent facts if the supplier becomes aware that it has delivered counterfeit work or suspect counterfeit work. If requested by buyer, supplier shall provide documentation that authenticates traceability of the affected items to the OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to Honeybee Robotics in conducting any investigation regarding the delivery of counterfeit work, or suspect counterfeit work under this purchase order.
- d) This clause applies in addition to, and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this purchase order addressing the authenticity of work.
- e) If work delivered under this purchase order constitutes or includes counterfeit work, supplier shall, at its expense, promptly replace such counterfeit work with genuine work conforming to the requirements of this purchase order. Notwithstanding any other provision in this purchase order, supplier shall be liable for all costs relating to the removal and replacement of counterfeit work, including, without limitation, Honeybee Robotics’ costs of removing counterfeit work, of installing replacement work, and of any testing necessitated by the reinstallation of work after counterfeit work has been replaced. The remedies contained in this paragraph are in addition to any remedies Honeybee Robotics may have at law, equity, or under other provisions of this purchase order.
- f) Provide training in the awareness and prevention of counterfeit parts to all appropriate personnel.
- g) Include paragraphs (a) through (g) of this clause, or equivalent provisions, in all sub-tier subcontracts for the delivery of items that will be included in or furnished as work to Honeybee Robotics.


**Q6.**      **Q6. Flow Down Requirement:**

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|            | <p>When the supplier uses sub-tier sources to perform work on products and/or services for Honeybee Robotics, the supplier shall include (flow-down) on their PO, to its sub-tier sources, all of the applicable technical and quality requirements contained in Honeybee Robotics PO, including quality clauses, regulatory requirements, the use of Honeybee Robotics designated sources, and the requirement to document and control 'key characteristics' and/or 'key processes,' and to furnish certifications and test reports as required. Honeybee Robotics representatives, its customers and/or end users shall be allowed access to the sub-supplier's plant and facilities for the purpose of surveillance and inspection.</p> <p>The supplier shall be responsible for meeting all requirements, including work performed by the supplier's sub-tier suppliers (also known as sub-suppliers or subcontract suppliers).</p>  |
| <b>Q7.</b> | <p><b>Q7. Nonconforming Product:</b></p> <p>Supplier shall notify buyer, in writing; within 1 working day of any product nonconformance. Supplier must receive written approval from Honeybee Robotics on all dispositions relating to nonconforming products.</p> <p>In the event of a non-conforming delivery, Honeybee Robotics may, at its discretion:</p> <ul style="list-style-type: none"> <li>• Accept all or part of such work at an equitable price reduction, or</li> <li>• Require the supplier, at supplier's cost, to make approved repairs, modifications, or replacements, or</li> <li>• Terminate the purchase order without waiving rights to recover damages (including incidental and consequential damages), or to purchase replacement goods or services from another supplier, and</li> </ul> <p>Supplier shall not re-tender previously rejected work without disclosing the nature of the nonconformance, and the corrective action(s) taken.</p> <p>The supplier shall respond to a Supplier Corrective Action Report (SCAR) when raised</p> |
| <b>Q8.</b> | <p><b>Q8. Change Notification:</b></p> <p>Supplier shall notify Honeybee Robotics of <u>all</u> changes to purchased product or service from that quoted, previously purchased, or as advertised. This requirement also applies to <u>any</u> changes related to status of certification(s) held</p> <p>(Ex. ISO 9001, ISO 17025, AS9100, or Nadcap accreditation), sub-tier suppliers, location(s) of work performed, or changes of ownership. Supplier must receive written approval from Honeybee Robotics, on all such changes; prior to shipment of product</p>   |
| <b>Q9.</b> | <p><b>Q9. Product Preservation:</b></p> <p>Supplier shall ensure that deliverable product is adequately contained and protected during all processing and handling operations, and that appropriate packaging is used to prevent contamination, deterioration, accidental damage, or loss during shipment and storage.</p>   |

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| <a href="#"><u>Q10.</u></a> | <p><b>Q10. Foreign Object Damage:</b></p> <p>Supplier shall establish and implement a process to detect and prevent Foreign Object Damage (FOD) in accordance with NAS412 (Foreign Object Damage (FOD) Prevention Guidance Document). At minimum the process shall detail:</p> <ul style="list-style-type: none"> <li>• FOD process overview.</li> <li>• FOD Training requirements for personnel.</li> <li>• Material handling and product protection.</li> <li>• Tool/hardware accountability.</li> <li>• Lost items search and documentation process.</li> <li>• Physical entry control into FOD critical areas.</li> <li>• Inspection for foreign objects prior to closing apertures, covers, and compartments during assembly operations.</li> </ul> |
| <a href="#"><u>Q11.</u></a> | <p><b>Q11. Calibration System:</b></p> <p>Supplier shall maintain the calibration of inspection, measuring, and test equipment, used for acceptance of product, in compliance with ANSI/NCSL Z540.3-2006 Part II, or equivalent</p>  |
| <a href="#"><u>Q12.</u></a> | <p><b>Q12. Delivery to Honeybee Robotics:</b></p> <p>Supplier shall supply only conforming goods and services, on time, and, unless otherwise specified, in full; with all required certifications and documentation. If late delivery, non-delivery, or short delivery is anticipated, supplier shall immediately notify buyer identified on the purchase order.</p>  |
| <a href="#"><u>Q13.</u></a> | <p><b>Q13. Quality Management System:</b></p> <p>Supplier shall maintain a quality management system to an industry-recognized Quality Standard (AS9100 or ISO 9001) and in compliance with any other specific quality requirements identified in PO's issued by Honeybee Robotics.</p>  |
| <a href="#"><u>Q14.</u></a> | <p><b>Q14. General Workmanship</b></p> <p>Unless otherwise specified (i.e. drawing requirements, specifications, purchase order) material shipped against this Purchase Order shall be free of dents, gouges, burrs, scratches, sharp edges, foreign matter, or any other evidence of poor workmanship standards that shall create a condition that renders said part unsatisfactory for its intended use. All materials supplied under this purchase order must be fabricated and finished to the highest quality practical and in a workmanship like manner by trained and/or qualified personnel.</p>   |

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| <a href="#"><u>Q15.</u></a> | <p><b>Q15. Business Continuity/Disaster Management:</b></p> <p>Supplier shall have in place a business continuity plan. This includes requirements to plan, establish, implement, operate, monitor, review, maintain, and continually improve a documented management system to protect against, reduce the likelihood of occurrence, prepare for, respond to, and recover from disruptive incidents when they arise. The extent of application of these requirements depends on the supplier’s operating environment and complexity.</p>  |
| <a href="#"><u>Q16.</u></a> | <p><b>Q16. Safety Data Sheets:</b></p> <p>Safety data sheets (SDS) provide information on chemical products that help users of those chemicals to make an informed risk assessment. They describe the hazards the chemical presents, and give information on handling, storage, and emergency measures to be taken in the event of an accident. Supplier shall provide an up to date SDS if any material supplied/incorporated under this purchase order is classified as dangerous.</p>   |
| <a href="#"><u>Q17.</u></a> | <p><b>Q17. Certificate of Conformance:</b></p> <p>Supplier shall furnish a certificate of conformance for all products and services furnished under this purchase order. The certificate of conformance shall be deemed as a contractual guarantee that the goods and services referenced thereon meet all drawing, specifications, technical data, and purchase order requirements. At minimum, the supplier’s certificate of conformance shall contain the following information:</p> <ul style="list-style-type: none"> <li>• Supplier’s business name, address, and CAGE code (as applicable).</li> <li>• Unique certificate identifier.</li> <li>• Honeybee Robotics’ P.O. number.</li> <li>• Part number(s) and revision level(s) of all items supplied under this purchase order.</li> <li>• Supplier’s batch number(s), lot number(s), or date code(s) (as applicable).</li> <li>• OEM’s batch number(s), lot number(s), or date code(s), (as applicable).</li> <li>• Quantity of each part supplied under this purchase order.</li> <li>• Part serial number(s) (as applicable).</li> <li>• Reference to all concessions, deviations, waivers, and nonconformance reports.</li> <li>• Dated signature, and name, of authorized person signing the certificate.</li> </ul> |
| <a href="#"><u>Q18.</u></a> | <p><b>Q18. One Manufactured Lot:</b></p> <p>Unless otherwise specified, all items for each purchase order line item shall be from the same manufacturing lot and be of the same batch or date code of manufacture; partial shipments will not be accepted.</p>   |


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| <a href="#"><u>Q19.</u></a> | <p><b>Q19. Zero Defects:</b></p> <p>Honeybee Robotics will perform incoming inspection, in accordance with the drawing(s) provided with this purchase order. One or more inspection failure(s) may be cause for rejection of the entire lot.</p>  |
| <a href="#"><u>Q20.</u></a> | <p><b>Q20. Life-Limited Materials:</b></p> <p>Life-limited materials fall into one of two categories: <u>stand-alone</u> or <u>supplier-incorporated</u>.</p> <ul style="list-style-type: none"> <li>• <u>Stand-alone</u> life-limited materials supplied under this purchase order, shall have at least 75% of the manufacturer's stated shelf life remaining at the time of receipt by Honeybee Robotics. Supplier shall provide date of manufacture (DOM) and Date of expiration (DOE) information with all stand-alone life-limited material supplied under this purchase order.</li> <li>• <u>Supplier-incorporated</u> life-limited materials supplied under this purchase order shall be within the manufacturer's stated shelf life period (not expired) at the time of incorporation by the supplier.</li> </ul>   |
| <a href="#"><u>Q21.</u></a> | <p><b>Q21. Conflict Minerals:</b></p> <p>Supplier shall not provide any product that contains conflict minerals. The term conflict minerals refers to columbite-tantalite/coltan (the metal ore from which TANTALUM is extracted); cassiterite (the metal ore from which TIN is extracted); GOLD; wolframite (the metal ore from which TUNGSTEN is extracted); or their derivatives; or any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country.</p> <p>Each intermediate distributor in the supply chain must request information regarding the use of conflict minerals from their direct suppliers, who, in turn, must solicit the same information from the next tier of suppliers, &amp; etc. through the entire supply chain. Suppliers shall retain records which substantiate the source of products that contain such minerals and these records shall be made available for review by Honeybee Robotics, its customers, or any regulatory authority upon reasonable request.</p> |
| <a href="#"><u>Q22.</u></a> | <p><b>Q22. Raw Material Certificates:</b></p> <p>Supplier shall furnish complete raw material certificates, traceable back to the mill, or original material manufacturer, by lot, batch, block, or HEAT number. Documentation shall demonstrate a solid chain of custody from the mill/original material manufacturer through ALL intermediate distributors to the supplier. For <u>non-proprietary</u> materials, the supplier shall also furnish Physical and Chemical analysis reports, identifiable by lot, batch, block, or HEAT number, <u>and</u> material type, specification (including revision level), and shall include the <u>actual values</u> obtained.</p>   |
| <a href="#"><u>Q23.</u></a> | <p><b>Q23. Single Raw Material Lot:</b></p>   |


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|                      | <p>Unless otherwise specified, each purchase order line item shall be manufactured from a single lot of each raw material (whether provided by Honeybee Robotics or procured by supplier) which shall be identified by, and traceable to, one lot, batch, block, or HEAT number on applicable records. Mixing raw material lots is not acceptable. If raw material is provided by Honeybee Robotics, excess raw material shall be returned with shipment; unless otherwise instructed.</p>   |
| <a href="#">Q24.</a> | <p><b>Q24. No Pink-Poly:</b></p> <p>Pink-Poly (pink polyethylene) shall <u>not</u> be used as a packaging medium for any item in supplied under this purchase order.</p>   |
| <a href="#">Q25.</a> | <p><b>Q25. Approval of Sub-Tier Suppliers:</b></p> <p>Supplier must receive written approval from Honeybee Robotics, prior to use of <u>any</u> sub-tier suppliers (Ex. grinding, heat treat, plating, specialty machining, etc.) for any work under this purchase order. Written approval to use a specific sub-tier supplier does not absolve supplier of responsibility for meeting all purchase order requirements; regardless of whether the supplier or their sub-tier supplier performed the work.</p>  |
| <a href="#">Q26.</a> | <p><b>Q26. Proprietary and Sensitive Data:</b></p> <p>Honeybee Robotics' proprietary data, sensitive data, and customer technical data may only be shared with third-party suppliers if:</p> <p>They are approved by Honeybee Robotics and the owner of the technical data, and</p> <ul style="list-style-type: none"> <li>• They have written confirmation (Ex. hardcopy letter, or email with return address header) from Honeybee Robotics that they are authorized to receive such data, and as such, understand the implications of, and requirements for, handling proprietary technical data and sensitive data, and</li> <li>• They accept that where data is identified as Honeybee Robotics' proprietary data, or sensitive data, the following restrictions apply to the control, handling and monitoring of such data: <ul style="list-style-type: none"> <li>○ Restricted data shall be controlled in such a way as to prevent unauthorized transmission or access.</li> <li>○ Suppliers that require Honeybee Robotics' proprietary data or sensitive data, shall have a procedure in place for its control, handling, monitoring, and disposal.</li> <li>○ Only authorized personnel shall be granted access to restricted data.</li> <li>○ Hard-copy proprietary and sensitive data that is no longer needed must be disposed of in shredder bins or confidential material disposal bins. Scrap</li> </ul> </li> </ul> |




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|                             | <p>products and components shall be destroyed, rendered unusable, and unrecoverable.</p> <ul style="list-style-type: none"> <li>Suppliers who receive technical data may be required to sign a non-disclosure agreement (NDA).</li> <li>Supplier's sub-tier suppliers, that need access to any Honeybee Robotics' proprietary data, or sensitive data, <u>must</u> be authorized by, <u>and</u> have an NDA in place with supplier.</li> </ul> <p>Sensitive data includes any data subject to the International Trade in Arms Regulations (ITAR) and Export Administration Regulations (EAR).</p>   |
| <a href="#"><u>Q27.</u></a> | <p><b>Q27. First Article Inspection Report:</b></p> <p>Supplier shall furnish a first article inspection report (FAIR). The FAIR shall include the Honeybee Robotics' purchase order number, part number &amp; revision level, identification of all measuring equipment used, their calibration due dates, the actual values recorded, and the name and signature/stamp of the inspector. Unless otherwise specified, documentation in the supplier's format is acceptable.</p>  |
| <a href="#"><u>Q28.</u></a> | <p><b>Q28. Solder:</b></p> <p>Any solder used or supplied under this purchase order shall be in accordance with J-STD-006 or equivalent, and a statement to that effect shall be annotated on the supplier's certificate of conformance</p>   |
| <a href="#"><u>Q29.</u></a> | <p><b>Q29. Flux:</b></p> <p>Any flux used or supplied under this purchase order shall be in accordance with J-STD-004 or equivalent, and a statement to that effect shall be annotated on the supplier's certificate of conformance.</p>  |
| <a href="#"><u>Q30.</u></a> | <p><b>Q30. EEE Parts Source of Supply:</b></p> <p>Prior to accepting this purchase order, supplier shall disclose, in writing, to Honeybee Robotics if they do not satisfy at least <u>one</u> the following two statements:</p> <ul style="list-style-type: none"> <li>Supplier is the original equipment manufacturer/original component manufacturer (OEM/OCM), of the specific EEE (Electrical, Electronic, and Electromechanical) parts supplied under this purchase order, or</li> <li>Supplier is the OEM's/OCM's Authorized/Franchised Distributor of the specific EEE (Electrical, Electronic, and Electromechanical) parts supplied under this purchase order.</li> </ul> |
| <a href="#"><u>Q31.</u></a> | <p><b>Q31. EEE Certificate of Conformance:</b></p>  |


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|                           | <p>Supplier shall furnish a EEE (Electrical, Electronic, and Electromechanical) certificate of conformance for all EEE items furnished under this purchase order. At minimum, the supplier’s EEE certificate of conformance shall contain the following information:</p> <ul style="list-style-type: none"> <li>• Supplier’s business name, address, and CAGE code (as applicable).</li> <li>• Unique certificate identifier.</li> <li>• Honeybee Robotics’ P.O. number.</li> <li>• Part number(s), and revision level(s) of all EEE items supplied under this purchase order.</li> <li>• Supplier’s batch number(s), lot number(s), or date code(s) (as applicable).</li> <li>• OEM’s/OCM’s batch number(s), lot number(s), or date code(s) (as applicable).</li> <li>• Quantity of each EEE item supplied under this purchase order.</li> <li>• EEE item serial number(s) (as applicable).</li> <li>• Statement that supplier is either: <ul style="list-style-type: none"> <li>• The OEM/OCM of each EEE item supplied under this purchase order, or</li> <li>• The OEM’s/OCM’s authorized or franchised distributor.</li> </ul> </li> <li>• Identification of <u>all</u> intermediate distributors from the OEM/OCM to the direct source of the product for the supplier (if supplier is not the OEM/OCM).</li> <li>• Dated signature, and name, of authorized person signing the certificate.</li> </ul> |
| <p><b><u>Q32.</u></b></p> | <p><b>Q32. Stand Alone EEE Parts:</b></p> <p>Unless otherwise specified, all stand-alone EEE (Electrical, Electronic, and Electromechanical) parts shall have a date of manufacture (DOM) not more than 5 years prior to the date of shipment to Honeybee Robotics.</p> <p>Supplier shall ensure that the exposed ends of all wires and cables, with silver-plated copper conductors, are sealed or capped, and that spools are shipped in moisture barrier packaging with appropriate desiccants and humidity indicator cards.</p>   |
| <p><b><u>Q33.</u></b></p> | <p><b>Q33. ESD Sensitive Items:</b></p> <p>Items procured under this purchase order are ESD sensitive and/or they will be handled in an ESD protected area. The suppliers shall provide adequate protection measures against ESD damage to goods and HBR property. This should be in accordance with ANSI/ESD S20.20. All ESD items shall be packaged according to their classification <u>Active EEE</u> or <u>Passive EEE</u>, as follows:</p> <p><u>Active EEE Components:</u> Supplier shall ensure that all active EEE components (integrated circuits, hybrids, transistors, diodes, LED’s, FET’s, op-amps, etc.) are packaged in ESD-safe packaging per ANSI/ESD S541. Static-shielded bags and/or conductive boxes shall be used,</p>   |




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|                      | <p>but may also contain static dissipative trays, tubes, or carriers within them, as needed, to protect the parts. Pink-poly shall not be used. Supplier shall contact buyer if any questions arise about how to properly package active EEE components.</p> <p><u>Passive EEE Components:</u> Supplier shall ensure that all passive EEE components (resistors, capacitors, inductors, switches, connectors, terminals, lugs, etc.) are packaged in static dissipative bags, or other static dissipative containers, per ANSI/ESD S541 so that the components can be transported inside of an ESD protected area without re-packaging. Pink-poly shall not be used. Supplier shall contact buyer if any questions arise about how to properly package passive EEE components.</p>  |
| <a href="#">Q34.</a> | <p><b>Q34. Supplier-Incorporated EEE Parts:</b></p> <p>Unless otherwise specified, supplier-incorporated EEE (Electrical, Electronic, and Electromechanical) parts shall have a Date of Manufacture (DOM) not more than 7 years prior to the date of incorporation into products under this purchase order.</p>   |
| <a href="#">Q35.</a> | <p><b>Q35. Printed Wiring Assemblies Packaging:</b></p> <p>Unless otherwise directed by substantive documentation (Source Control Drawing, Interface Control Document, product specification, etc.) supplier shall ensure that delivered printed wiring assemblies are packaged, at minimum, as follows:</p> <ul style="list-style-type: none"> <li>• PWA sealed inside static shielded bag.</li> <li>• Place the first bag inside a second shielded bag with desiccant pack.</li> </ul> <p>Note: At this stage, multiple "double-bagged" PWA's can be packed, in layers, within a static dissipative inner carton such as a "Corstat" box, separated by static dissipative black or grey foam, to protect each layer and prevent the PWA's from sliding around and/or contacting one another.</p> <ul style="list-style-type: none"> <li>• Inner carton can then be packed in a standard cardboard outer shipping carton lined with standard (clear) bubble wrap.</li> </ul> |
| <a href="#">Q36.</a> | <p><b>Q36. Printed Wiring Assemblies Deliverable Data Package:</b></p> <p>Unless otherwise directed by substantive documentation (Source Control Drawing, Interface Control Document, product specification, etc.) supplier shall ensure that delivered printed wiring assemblies are accompanied by a data package comprised of the following documents:</p> <ul style="list-style-type: none"> <li>• Material certificates for all solder, fluxes, and adhesives/polymeric.</li> <li>• Polymeric logs.</li> <li>• Production travelers.</li> <li>• Ionic contamination (Omega Meter) report.</li> </ul>   |

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|                             | <ul style="list-style-type: none"> <li>• For “full turnkey” assemblies, a complete “as built” parts list detailing any differences to Honeybee Robotics-provided engineering bill of materials. Include part designations (Ex. J1, R5, etc.).</li> <li>• For Honeybee Robotics-supplied kits, results of a kit audit. If extra parts are provided, repackage excess and mark package with the remaining quantity, and request disposition from buyer.</li> <li>• Digital photos of each side of the completed assembly (at least one per side)</li> <li>• X-Ray images of any soldered components where direct visual inspection is not possible (such as grid arrays).</li> <li>• Inspection report.</li> <li>• Failure/MRB/repair records including Honeybee Robotics’ approval.</li> <li>• Deviations and waivers including Honeybee Robotics’ approval.</li> </ul> <p>Record of any rework or touch-up.</p>  |
| <a href="#"><u>Q37.</u></a> | <p><b>Q37. Specialty Metals Restrictions (DFARS):</b></p> <p>Products delivered under this purchase order shall be compliant with DFARS 252.225-7008 (specialty metals raw material) or DFARS 252.225-7009 (machined parts and other articles containing specialty metals), as applicable.</p>   |
| <a href="#"><u>Q38.</u></a> | <p><b>Q38. Special Process Validation:</b></p> <p>A special process (E.g. Alodine, Anodizing, Chemical Cleaning, Chemical Milling, Conversion / Phosphate Coatings, Paint / Dry Film Coatings, Plating, Stripping, Surface Treatment / Passivation, Heat Treatment, Etching, etc.) is a method controlled by a required specification where a product undergoes a physical, chemical, or metallurgical transformation. Therefore, deficiencies cannot be detected until after products are in use. Conformance to the specification cannot be readily verified by normal inspection methods, and the quality of the product depends on use of specific equipment; operated in a specific manner, under controlled conditions, by trained personnel with instructions, procedures, or standards.</p> <p>Supplier shall periodically validate all their special processes in order to prove that they generate planned results.</p> <p>Periodic validation is usually accomplished with the use of test coupons, verification tests, system accuracy tests, or personnel qualification tests. Suppliers, and their sub-tier suppliers, providing special processes shall have a documented process control system suitable of meeting all requirements prior to the commencement of production; including all preparatory treatments, post treatments, processing, significant surfaces, tests and all other processes and treatments. Supplier’s process control schedule may be subject to Honeybee Robotics’ verification and approval.</p> |
| <a href="#"><u>Q39.</u></a> | <p><b>Q39. Special Process Certificate:</b></p>  |

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|                             | <p>Processor shall furnish a special process certificate for <u>each</u> special process (E.g. Alodine, Anodizing, Chemical Cleaning, Chemical Milling, Conversion / Phosphate Coatings, Paint / Dry Film Coatings, Plating, Stripping, Surface Treatment / Passivation, Heat Treatment, Etching, etc.) performed under this purchase order. At minimum, the processor’s special process certificate shall contain the following information:</p> <ul style="list-style-type: none"> <li>• Processor’s business name, address, and CAGE code (as applicable).</li> <li>• Unique certificate identifier.</li> <li>• Honeybee Robotics’ purchase order number.</li> <li>• Part number(s) and revision level(s) of all parts processed under this purchase order.</li> <li>• Quantity of each part processed under this purchase order.</li> <li>• Processed parts’ serial numbers (as applicable).</li> <li>• Process specification(s) and revision level(s) adhered to.</li> <li>• Final condition of processed parts (Ex. hardness, coating/plating thickness).</li> </ul> <p>Dated signature, and name, of authorized person signing the certificate.</p> |
| <a href="#"><u>Q40.</u></a> | <p><b>Q40. Nadcap:</b></p> <p>Suppliers performing special processes (E.g. Alodine, Anodizing, Chemical Cleaning, Chemical Milling, Conversion / Phosphate Coatings, Paint / Dry Film Coatings, Plating, Stripping, Surface Treatment / Passivation, Heat Treatment, Etching, etc.), under this purchase order, must have Nadcap accreditation; specific to the type of special processing performed, in place at the time of hardware processing.</p>   |
| <a href="#"><u>Q41.</u></a> | <p><b>Q41. Inspection System:</b></p> <p>Supplier shall maintain an inspection system compliant to ISO 9001.</p>   |
| <a href="#"><u>Q42.</u></a> | <p><b>Q42. NDT Certificate:</b></p> <p>Processor shall furnish an NDT certificate for all items nondestructively inspected and/or tested under this purchase order. At minimum, the processor’s NDT certificate shall contain the following information:</p> <ul style="list-style-type: none"> <li>• Processor’s business name, address, and CAGE code (as applicable).</li> <li>• Unique certificate identifier.</li> <li>• Honeybee Robotics’ purchase order number.</li> <li>• Part number(s) and revision level(s) of all parts processed under this purchase order.</li> <li>• Quantity of each part processed under this purchase order.</li> </ul>   |

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|                    | <ul style="list-style-type: none"> <li>• Processed parts' serial numbers (as applicable).</li> <li>• Process specification(s) and revision level(s) adhered to.</li> <li>• Results of inspections; indicating quantities that "pass" or "fail".</li> </ul> <p>Dated signature &amp; stamp of the inspector, and their NDT certification level.</p>   |
| <p><b>Q43.</b></p> | <p><b>Q43. Special Processing Personnel Certifications:</b></p> <p>All personnel performing special processes shall be trained and currently assessed as competent to perform those processes. Additionally, supplier shall ensure that personnel performing the following special processes are trained and certified as follows:</p> <ul style="list-style-type: none"> <li>• <u>NDT</u> personnel shall be certified at minimum, to Level II, in accordance with the latest revision of NAS410 (NAS Certification and Qualification of Nondestructive Test Personnel).</li> <li>• <u>Soldering</u> personnel shall be certified at minimum, as <i>operator</i>, in accordance with the latest revision of IPC J-STD-001 (Requirements for Soldered Electrical and Electronic Assemblies) <u>and</u> (Space and Military Applications Electronic Hardware Addendum to IPC J-STD-001).</li> <li>• <u>Solder Inspection</u> personnel shall be certified at minimum, as <i>inspector</i>, in accordance with the latest revision of IPC J-STD-001 (Requirements for Soldered Electrical and Electronic Assemblies) <u>and</u> (Space and Military Applications Electronic Hardware Addendum to IPC J-STD-001).</li> <li>• <u>Polymeric Application and Inspection</u> personnel shall be certified at minimum, in accordance with the latest revision of NASA-STD-8739.1 (Workmanship Standard for Polymeric Application on Electronic Assemblies).</li> <li>• <u>Wiring and Cabling</u> personnel shall be certified at minimum, in accordance with the latest revision of NASA-STD-8739.4 (Workmanship Standard for Crimping, Interconnecting Cables, Harnesses, and Wiring).</li> </ul> <p><u>PWA Rework, Modification, and Repair</u> personnel shall be certified at minimum, in accordance with IPC-7711/7721 (Rework, Modification, and Repair of Electronic Assemblies).</p> |
| <p><b>Q44.</b></p> | <p><b>Q44. Calibration/Test Certification:</b></p> <p>Processor shall furnish a calibration/test certificate for all items calibrated and/or tested under this purchase order. At minimum, the supplier's calibration/test certificate shall contain the following information:</p> <ul style="list-style-type: none"> <li>• Processor's business name, address, and CAGE code (as applicable).</li> <li>• Unique certificate identifier.</li> <li>• Honeybee Robotics' purchase order number.</li> </ul>  |

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|                           | <ul style="list-style-type: none"> <li>• Part number(s) or unique identifier(s) of all parts processed under this purchase order.</li> <li>• Quantity of each part processed under this purchase order (as applicable).</li> <li>• Processed parts' serial numbers (as applicable).</li> <li>• Calibration/test specifications adhered to; including tolerances and criteria.</li> <li>• Calibrated test apparatus/instruments/standards used.</li> <li>• Before and after test data, test method, and measurement uncertainty (as applicable).</li> <li>• Procedures performed in accordance with ISO/IEC 17025 or equivalent (as applicable).</li> <li>• Statement that standards used are traceable to NIST or equivalent.</li> <li>• Results of tests and inspections; indicating quantities that "pass" or "fail".</li> </ul> <p>Dated signature, and name, of authorized person signing the certificate.</p>  |
| <p><b><u>Q45.</u></b></p> | <p><b>Q45. 100% Inspection:</b></p> <p>Supplier shall furnish an inspection report for 100% of the parts submitted. The report shall include the purchase order number, part number &amp; revision level, all drawing characteristics (requirements) and the actual values recorded (results), the identification numbers of all measuring equipment used, their calibration due dates, and the name &amp; signature/stamp of the inspector.</p>  |
| <p><b><u>Q46.</u></b></p> | <p><b>Q46. DPAS Order:</b></p> <p>This is a DPAS rated order certified for national defense use. Supplier is required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). All DPAS rated orders must be accepted or rejected as follows:</p> <ol style="list-style-type: none"> <li>a) "DO" rated orders must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after order receipt.</li> <li>b) "DX" rated orders must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after order receipt.</li> <li>c) Rejection of "DO" or "DX" rated orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection.</li> </ol> <p>If, after acceptance of this order, supplier subsequently finds that shipment or performance will be delayed, supplier must notify the buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay, and advise of a new shipment or performance date.</p> |

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|  <p><b>HONEYBEE ROBOTICS</b><br/>New York • Colorado • California<br/>Phone: 212.966.0661<br/>HoneybeeRobotics.com</p> | <b>TITLE: Quality Requirements for Suppliers</b> | <b>DOC NO. HBRQR001</b>                      |                      |
|   |  | <b>REV. B</b>                                | <b>Page 22 of 22</b> |
|   | <b>SECTION: Purchasing</b>                       | <b>EFFECTIVE DATE:<br/>December 10, 2018</b> |                      |

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| <a href="#"><u>Q47.</u></a> | <p><b>Q47. In-Process Source Inspection:</b></p> <p>In-process source inspection is required by Honeybee Robotics. Supplier shall contact buyer upon receipt of this order to determine required inspection points. Supplier shall notify Honeybee Robotics at least five (5) working days prior to each intended inspection date to arrange source inspection.</p>                        |
| <a href="#"><u>Q48.</u></a> | <p><b>Q48. Final Source Inspection:</b></p> <p>Final source inspection is required by Honeybee Robotics; prior to shipment of product. Supplier shall notify Honeybee Robotics at least five (5) working days prior to intended shipment date to arrange source inspection.</p>  |
| <a href="#"><u>Q49.</u></a> | <p><b>Q49. Government Source Inspection:</b></p> <p>This purchase order is subject to Government source inspection (GSI). Suppliers, and their sub-tier suppliers, shall grant access to, and accommodate, the Government's representative(s) in the execution of their delegated duties.</p>  |
| <a href="#"><u>Q50.</u></a> | <p><b>Q50. EEE Procurement Restrictions (DFARS):</b></p> <p>Supplier shall comply with requirements for counterfeit part prevention and sourcing of electronic parts found within Defense Federal Acquisition Regulation Supplement (DFARS) 252.246-7007 (Contractor Counterfeit Electronic Part Detection and Avoidance System) and DFARS 252.246-7008 (Sources of Electronic Parts).</p> |

## QUALITY REQUIREMENT AMENDMENT RECORD

| Revision | Date     | Description   |
|----------|----------|---|
| IR       | 11/07/16 | Initial Released.   |
| A        | 07/10/17 | Section 3.1 Updated to add monitoring applied<br>Section 3.3 records disposition requirements added<br>Added Section 7.1 interaction with HBR |
| B        | 12/10/18 | Complete revision to add quality clauses  |