

## THOR INFORMATION PROTECTION & INTELLECTUAL PROPERTY TERMS

**INFORMATION PROTECTION** – Supplier acknowledges and agrees that Supplier may receive certain information concerning the business of THOR, including, but not limited to, customer, product, financial, operating, technical, descriptive information and THOR Data that is of a proprietary or confidential nature. Supplier shall safeguard that Confidential Information and THOR Data.

**CONFIDENTIAL INFORMATION DEFINED** – “Confidential Information” means all non-public, confidential, and/or proprietary information disclosed by or behalf of THOR or any of its affiliates in connection with any potential or actual business dealings. Confidential Information includes, but is not limited to: (a) information concerning THOR’s products, business and operations including, but not limited to, information relating to plans, financial records, customers, suppliers, products, costs, sources, strategies, sales materials, technical advice, contractual agreements, pricing, price lists, product white papers, product specifications, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, user information, data, designs, drawings, work sheets, blueprints, concepts, discoveries, inventions, manufacturing processes, computer programs and systems, trade secrets, know-how, and other intellectual property of THOR that may be at any time furnished, communicated or delivered to Supplier, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including these terms and all discussions, negotiations and proposals related to any such agreement(s); (c) information acquired at any THOR facility; (d) third party information which THOR is obligated to hold in confidence; (e) THOR Data (defined below); and (f) all other non-public information provided by (or on behalf of) THOR. All such information is deemed Confidential Information whether it is identified or labeled as such. Information which becomes generally known to the public without breach, wrongdoing, or fault by Supplier (and/or its Representatives) shall not be Confidential Information except for personal data.

**DATA OWNERSHIP**– THOR shall exclusively own and control all data generated by, derived from, or otherwise resulting from any Product (including related software and/or services) provided by Supplier to THOR (including customer, product, device, and behavioral data) (“THOR Data”). THOR Data is Confidential Information. Supplier shall not copy, use, process, sell, distribute THOR Data except as THOR may expressly permit in writing.

**SAFEGUARDING CONFIDENTIAL INFORMATION** – Supplier must use its best efforts to forever safeguard the Confidential Information of THOR and must not disclose or use that Confidential Information other than in furtherance of the business between Supplier and THOR, without the written consent of THOR in each instance.

**WRITTEN INFORMATION SECURITY POLICIES** – Supplier shall maintain written information security policies and procedures (“WISP”) to safeguard THOR Data and Supplier’s access to THOR’s systems (including product systems) which shall: (i) be reasonable and consistent with industry standards and applicable legal and regulatory requirements (including identification of assets and risks, data minimization, and the exercise of individual rights); (ii) require administrative, technical, and physical safeguards; (iii) be not less protective than Supplier’s own security policies, procedures, and methods used to protect its own most sensitive data; and (iv) provide, upon request, its data incident response plan(s).. The adequacy of Supplier’s WISP and its compliance shall be subject to THOR’s reasonable review, audit, and approval. Supplier shall make available its WISP and all related documents, policies, and audit/testing results, to THOR upon THOR’s request. Supplier shall promptly notify THOR of any material change to its WISP.

**SUPPLIER INTERNAL DISCLOSURE** – Supplier may only disclose Confidential Information to its employees, contractors, subcontractors, and/or representatives (collectively, “Representatives”) who require use of Confidential Information to perform their duties in furtherance of Supplier’s business with THOR. Supplier must require all its Representatives who receive or have access to Confidential Information to be bound contractually to confidentiality obligations no less restrictive than those herein.

**NONDISCLOSURE AGREEMENTS** – THOR may require Supplier and/or its Representatives, as a condition of conducting business with Supplier, to provide additional assurances with respect to Confidential Information, including entering into one or more detailed nondisclosure agreement(s) relating to specific products, programs, or business dealings.

**AGREEMENTS FOR ADDITIONAL SAFEGUARDS** – When required by law or reasonably requested by THOR, Supplier and THOR shall enter into further agreements or addenda to comply with law or regulation or which may reasonably be desired to define rights and responsibilities relating to THOR Data or other data (including, for example a data processing agreement and/or a joint controller agreement).

**UNAUTHORIZED INFORMATION DISCLOSURE** – Supplier will notify THOR in writing immediately upon learning of any actual or possible unauthorized access to or disclosure of THOR Confidential Information. In the event of an actual compromise of THOR Confidential Information, Supplier shall fully cooperate, at no additional cost, with THOR's efforts to investigate, mitigate, and remediate such compromise.

**CUSTOM CODE** – If providing THOR with custom code solutions (including software, firmware, websites, mobile apps) either alone or integrated with a Product, Supplier shall comply with THOR's Custom Code Operating Procedure accessible on THOR Industries' website.

**WEB-HOSTED DATA** – If Supplier hosts THOR Data which is personal data, Supplier shall comply with THOR's Web-Hosting Standard Operating Procedure accessible on THOR Industries' website.

**CONFIDENTIAL INFORMATION RETURN** – Supplier must return all Confidential Information to THOR upon termination of Supplier's business with THOR and/or upon THOR's request.

**INTELLECTUAL PROPERTY RIGHTS** – THOR will be the sole owner of all intellectual property and associated rights: discovered, created, conceived, developed, or reduced to practice for or at the direction of THOR and/or jointly with THOR, as a result of access to THOR information or resources. and all works which constitutes a "works made for hire" (collectively, "THOR IP"). Supplier shall promptly disclose to THOR all new THOR IP and shall irrevocably assign and, by signing this Agreement, does irrevocably assign to THOR, all right, title and interest in all THOR IP and all associated goodwill. Supplier shall obtain for THOR all rights its Representatives may have in the THOR IP, and Supplier shall cooperate with THOR to perfect, register and protect THOR's rights in the THOR IP, including the execution of additional documents consistent with the intent of this provision.

Supplier will continue to own all rights to any intellectual property it owned prior to its business relationship with THOR and/or which Supplier acquires or develops independent of its business relationship with THOR, provided that, to the extent Supplier owns intellectual property rights affecting the right to possess, make, use, sell, or distribute Products Supplier provides to THOR, Supplier grants THOR a perpetual and worldwide and royalty-free license to such rights consistent with THOR's intended uses for the Products. Notwithstanding the other terms of this section, THOR and Supplier may agree, in writing, to alternative ownership arrangements for intellectual property rights. Absent such a written agreement, these terms control.

**PRODUCT CREATED OR PROCURED FOR THOR** – Supplier agrees it will not, without first obtaining THOR's written permission, supply to any third party any Product which contains any THOR IP or any other unique, distinctive, or proprietary designs, works of authorship, trade dress or configurations or other characteristics which Supplier first created or procured for THOR or which THOR provided to Supplier.

**SURVIVAL** – Supplier's obligations shall survive any expiration or termination of the relationship between Supplier and THOR.

**Current as of March 1, 2025**