

Congratulations Silver Boeing Performance Excellence Award recipient!

This BPEA information package explains the actions required and guidelines to follow to ensure your company realizes the full benefits of this award. Please read the following information and note the required response dates.

Response Required by Jan. 18, 2011

Your immediate confirmation of receipt of this congratulations package is greatly appreciated and will place into motion the final steps for engraving your Boeing Performance Excellence Award (BPEA) trophy. Please send e-mail confirmation to BPEA@boeing.com with the following information included:

- Confirmation or correction of your company name, as it appears in the notification e-mail
- Confirmation or correction of your company address, as it appears in the notification e-mail
- Name, address, telephone number and e-mail address for your company's preferred point of contact for activities associated with this award.

Eligibility

The Boeing Performance Excellence Award is an annual program to recognize superior supplier performance. Your company earned this recognition by satisfying the following eligibility criteria:

- Maintaining a minimum Silver composite performance ratings for each month of the 12-month performance period (Oct. 1, 2009, to Sept. 30, 2010) without any suppressed data
- Annual contract payment value of at least \$100,000
- Minimum of 10 monthly deliveries or a General Performance Assessment (GPA) rating

Benefits

The ultimate reward for your company's BPEA achievement comes with the knowledge that performance is a key discriminator in the Boeing source selection process.

The BPEA also offers other benefits, including:

- Eligibility for Supplier of the Year, Boeing's premier recognition reserved for suppliers with distinguished performance.
- Boeing may include your company name in internal and external publicity related to this award, including a listing of BPEA recipients on Boeing's supplier performance recognition Web site. To receive this benefit, acceptance of the enclosed Unilateral Linking Agreement is required. **Follow the enclosed ULA instructions and mail a fully executed original no later than Feb. 4, 2011.**
- We also recognize that your company may want to take advantage of your status as a Boeing Performance Excellence Award recipient through its own publicity. To help facilitate this, we have enclosed publicity guidelines and a news release template. Your company must obtain Boeing Communications approval prior to publicizing your company's achievement.
- Invitation to attend the Global Supplier Conference May 17-19, 2011. [Includes recognition luncheon and black tie dinner for 2010 Supplier of the Year awards.]

Trophy Package

In addition to the award benefits outlined above, Boeing will issue your company a 2010 BPEA trophy suitable for lobby display. Your BPEA trophy will ship direct from our trophy provider to the address noted in your BPEA contact information. [BPEA](mailto:BPEA@boeing.com) trophies are expected to ship in March 2011. For questions about the shipment of your company's BPEA trophy, contact BPEA@boeing.com.

The trophy package will contain:

- BPEA trophy
- BPEA award certificate
- BPEA award notification letter, signed by Boeing Supplier Management leadership.

Global Supplier Conference

As a BPEA recipient, you will be invited to the Global Supplier Conference in Seattle, Washington, May 17-19, 2011. Key Boeing executive leaders will be participating in the conference. A formal invitation and additional information will be provided to your company's preferred point of contact as identified in the above request.

Instructions for Unilateral Linking Agreement

To recognize your company's outstanding achievement, Boeing may include your company name in internal and external publicity related to this award, including on Boeing's supplier performance recognition Web site. To include your company's name and location for these purposes, you must complete the ULA form that follows and return by mail no later than Feb. 1, 2011.

- Print out the two-page form and complete by hand or typewriter. Electronic copies will not be provided or accepted.
- The form offers you the opportunity to include a link to your company's Web site. If you still want your company name listed but do not have or do not wish to include a link to your company's Web site, enter "N/A" in the URL field.
- Written authorization from a duly authorized representative of your company is required to enable us to provide these benefits.
- Please return the fully executed agreement to the following address no later than Feb. 1, 2011:

The Boeing Company
PO Box 516
St Louis, MO 63166-0516

Attn: BPEA Program (J.Lapinski)
Mail Code: S100-3240

This authorization is not required to maintain your status as a Boeing Performance Excellence Award recipient. However, it is required to allow Boeing to use your company name and information for the above noted benefits.

To ensure your company receives the maximum benefit and exposure from its status as a Boeing Performance Excellence Award recipient, your signed authorization must be received by Feb. 1, 2011.

UNILATERAL LINKING AGREEMENT – Page 1 of 2

This Linking Agreement (“Agreement”), dated as of _____ [fill in effective date], is made between _____
[fill in Boeing Performance Excellence Award (BPEA) recipient company name] (“BPEA RECIPIENT”) a _____ [fill in LLC, CORPORATION, GmbH] organized under the laws of the _____ [insert State, Country] with its place of business at _____

[fill in with supplier BPEA location], and The Boeing Company, a Delaware Corporation (“BOEING”). BPEA RECIPIENT and BOEING hereby agree as follows:

1. Links to BPEA RECIPIENT public Web Site

BOEING shall have the right, but not the obligation, to establish hyperlinks between the BOEING Web site at www.boeing.com and the BPEA RECIPIENT public Web site at _____ [fill in public Web site URL].

BPEA RECIPIENT will provide BOEING with technical specifications to use in linking to the BPEA RECIPIENT public Web site home page.

2. BPEA RECIPIENT Responsibilities

2.1 BPEA RECIPIENT will be solely responsible for the development, operation, and maintenance of its Web site and for all materials that appear therein or which are provided for use on the BOEING Web site, including, without limitation: (a) the technical operation of its Web site and all related equipment; (b) creating and posting product information and descriptions on its Web site; (c) the accuracy and appropriateness of materials posted on or incorporated into its Web site or provided for use on the BOEING Web site (including, among other things, all product-related materials); (d) ensuring that materials posted on or incorporated into its Web site or provided for use on the BOEING Web site do not violate or infringe upon the rights of any third party (including, without limitation, copyrights, trademarks, trade secrets, privacy or other personal or proprietary rights); (e) and ensuring that materials posted on or incorporated into its Web site or provided for use on the BOEING Web site are not libelous, do not violate privacy standards, and comply with all applicable laws and regulations.

2.2 BPEA RECIPIENT shall be solely responsible for all taxes, fees, registrations, and the like, stemming from transactions, sales, et cetera, via its Web site.

3. Compliance

Users who link to the BPEA RECIPIENT Web site through the BOEING Web site will be deemed users solely of BPEA RECIPIENT Web site for all purposes. BPEA RECIPIENT shall be liable for any claims, actions, liabilities, allegations, attorney fees, damages, fines, penalties, costs and/or expenses (collectively "Claims") arising from: (1) the use by users of the information on the BPEA RECIPIENT Web site; (2) the failure of BPEA RECIPIENT to comply with all applicable laws and regulations related thereto; and (3) and the operation or content of the BPEA RECIPIENT Web site. BPEA RECIPIENT shall indemnify, defend and hold BOEING and its subsidiaries, affiliates and their directors, officers, employees and agents harmless from any and all such Claims. BOEING is providing these links to the BPEA RECIPIENT Web site solely as an accommodation to BPEA RECIPIENT and shall have no liability to BPEA RECIPIENT or any third party arising out of or related to this Agreement. In connection with any indemnification described in this Section, BOEING (a) will give

UNILATERAL LINKING AGREEMENT – Page 2 of 2

BPEA RECIPIENT prompt written notice of the Claim, (b) will cooperate with BPEA RECIPIENT (at BPEA RECIPIENT's expense) in connection with the defense and settlement of the Claim, and (c) will permit BPEA RECIPIENT to control the defense and settlement of the claim, provided that BPEA RECIPIENT may not settle the claim without BOEING's prior written consent (which will not be unreasonably withheld). Further, BOEING (at its cost) may participate in the defense and settlement of the claim.

4. Licenses

BPEA RECIPIENT hereby grants to BOEING a world-wide, non-exclusive, non-transferable, royalty-free license to use the BPEA RECIPIENT trade names, service names, trade dress, copyrights, logos, trademarks, and service marks that may from time to time be supplied by BPEA RECIPIENT on the BOEING Web site and literature promoting the BPEA RECIPIENT's excellence award.

5. Term, Termination, Survival

The term of this Agreement will begin on the Effective Date and will continue until either party terminates this Agreement on thirty (30) days written notice. Articles 2, 3, 5, and 6 shall survive termination of this Agreement.

6. General Provisions

The parties are entering this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture or any other relationship between them. This Agreement will be binding on and enforceable by the parties and their respective successors and assigns. This Agreement: (a) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements or understandings regarding such subject matter; (b) may be waived, amended or modified only by a written instrument signed by a duly authorized agent of each party; (c) may not be assigned by either party without the consent of the other and; (d) will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law rules. Any action or dispute relating to this Agreement must be brought in state or federal courts located in King County, Washington, and the parties irrevocably consent to the jurisdiction of such courts. The parties stipulate that King County shall be the exclusive venue for such action or dispute.

BPEA RECIPIENT may not reference the Boeing Performance Excellence Award nor list the Boeing Company's trade/service name, logo, and/or mark in any literature, release, Web site, PowerPoint, document, or writing except as set forth in the attached Publicity Guidelines.

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

[insert BPEA RECIPIENT Company name]
By: _____
Title: _____
Date: _____

THE BOEING COMPANY
By: _____
Title: Boeing Procurement Agent
Date: _____

Publicity Guidelines and News Release Template

Boeing recognizes that your company may want to take advantage of your status as a Boeing Performance Excellence Award recipient through its own publicity. To help facilitate this, we are providing the following publicity guidelines and news release template.

Publicity Guidelines

- Your company must obtain Boeing approval before publicizing your company's achievement.
- Submit publicity requests –including draft text – to your **Boeing procurement agent** to process through the necessary Boeing approval channels, including Supplier Management Communications.
- Acceptable publicity media include: news release, web site announcement, internal/employee newsletter.
- Suppliers may not make reference to the Boeing Performance Excellence Award in their advertising.
- The news release template below is offered as a starting point. Additional text or remarks will be considered as long as no endorsement from The Boeing Company is stated or implied.
- Boeing will not provide or approve the use of quotations or statements from Boeing officials for supplier BPEA publicity.
- Please allow a minimum of 10 working days after submitting a draft for Boeing to process your publicity request for approval.

News Release Template

(Supplier Name) receives gold Boeing Performance Excellence Award

(CITY, STATE, Month Day, Year) – (Supplier Name) today announced that it has received a 2010 Boeing Performance Excellence Award. The Boeing Company issues the award annually to recognize suppliers who have achieved superior performance. (Supplier Name) maintained a Gold composite performance rating for each month of the 12-month performance period, from Oct. 1, 2009, to Sept. 30, 2010.

This year, Boeing recognized 558 suppliers who achieved either a Gold or Silver level Boeing Performance Excellence Award. (Supplier Name) is one of only 417 suppliers to receive the Silver level of recognition.

(Note: Here the Supplier may propose a quote from one of its company representatives about the importance of obtaining achievements such as the BPEA. The quote may not state nor imply endorsement from The Boeing Company.)

(Supplier name) supplies (part category or name) to Boeing for the (name of aircraft or program).
(Note: Here the Supplier may wish to provide additional background on the supplier's history with Boeing and/or the aerospace industry in general.)

(Supplier boilerplate information)

For more information on the Boeing Performance Excellence Award, visit http://www.boeing.com/companyoffices/doingbiz/supplier_portal/bpea.html.

Contact: (Supplier's media relations contact information)

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