

Neways Terms and Conditions for Procurement

1. General Scope

1.1 These Terms and Conditions for Procurement ("Terms") apply to and constitute a part of all Orders and Request for Quotations ("RFQ's") issued by Neways Electronics International N.V. and/or its Affiliates ("Neways") and Agreements concerning the delivery of a Product and/or performance of Services by Supplier to Neways.

1.2 In these Terms (i) "Affiliate(s)" shall mean any legal entity of which Neways Electronics International N.V. directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, (ii) "Agreement" shall mean an as per clause 2.3. constituted agreement governing the legal relationship between Neways and the Supplier concerning a Performance, as well as any change therein or amendment thereto, as well as any (legal) acts in preparation or execution of such agreement, (iii) "Performance" shall mean Products (to be) delivered and/or any Services (to be) provided by Supplier to Neways, whereas "Product" shall mean both tangible and intangible goods, e.g. components, tools, raw materials, software, prototypes; whereas "Service" shall mean any services rendered to Neways, (iv) "Supplier" shall mean each person or entity that provides, or offers, a Performance to Neways, (v) "Order" the instruction of Neways awarded to Supplier to deliver a Performance, (vi) "in writing" is also deemed complied with if communications are sent by e-mail, facsimiles or EDI and, (vii) "Sub-Supplier" shall mean any party, sub-contractor or sub-suppliers or others, engaged and used by the Supplier related to the Performance.

1.3 General or specific terms and conditions of the Supplier conflicting with or deviating from and/or supplementing these Terms are explicitly rejected and may only be applicable to the extent that Neways has expressly accepted those in writing.

1.4 The Supplier is deemed to have sufficiently informed itself of the objectives of Neways with regard to the Agreement, the circumstances under which and the environment in which the Performance and – where applicable – the processes in which the Performance shall be used by Neways and/or the customer of Neways.

2. Conclusion and Modifications to the Agreement

2.1 All RFQ's, Orders, Agreements and supplements or modifications thereto shall be made in writing. Any offer, price quotation and the like from Supplier shall be free of charge for Neways. All offers and price quotations of the Supplier shall be irrevocable and remain valid for a period of sixty calendar days as from the date of the offer.

2.2 Neways is entitled to revoke any Order until an Agreement as defined in clause 2.3. is constituted.

2.3 The Supplier shall confirm the Order within three (3) business days. If no rejection is received within three (3) business days the Order is deemed to be accepted and an Agreement is constituted. In the event that the confirmation of Supplier deviates – even when the deviation is of small significance from Neways' Order – Neways shall be solely bound if Neways has explicitly accepted the relevant deviation(s) in writing to Supplier, otherwise the deviation(s) shall not constitute part of the Agreement under which Supplier delivers a Performance to Neways and the Agreement shall be concluded in accordance with Neways' Order.

2.4 Any alteration, amendment or addition to the Agreement shall only become effective if and to the extent that Neways explicitly accepts those in writing.

2.5 The quantities of Products specified in any delivery forecast are indicative and shall not constitute any commitment of Neways to procure the Products.

3. Delivery

3.1 Supplier acknowledges that time is of the essence and that the delivery date(s) or times referred to in the Agreement ("Delivery Date") are binding. Punctual compliance with the Delivery Date is determined by the date of the receipt of the Performance by Neways.

3.2 The Performance shall be delivered including all required documentation, delivery notes, records and the like, on the Delivery Date according to the Incoterms 2020 DDP (Delivery Duty Paid) to the delivery location as stipulated by Neways.

3.3. The title to the Products and/or deliverables as a result of the Services shall transfer to Neways upon delivery of the Products or deliverables.

3.4 Any partial or early delivery of the Performance is only permitted with the prior written approval of Neways.

3.5 The delivery note to be provided by the Supplier to Neways will contain at least the following information: the Order/Agreement number, the product type, the quantity of Products, the date of shipment, Lot

numbers / Batch numbers (for traceability purposes), ASN-reference and/or additional (barcoded or RFID) information such on request of Neways. Notice of dispatch shall be provided immediately with the same information.

3.6 Supplier shall notify Neways immediately in writing if any circumstance occurs or becomes apparent to the Supplier as a result of which Supplier cannot fulfil its obligations in accordance with the Agreement. Supplier's notification shall include in detail the cause(s) and which measures are taken to prevent and/or limit the effect.

3.7 The (unconditional) acceptance of a delayed or otherwise non-compliant delivery of the Performance or partial or full payment by Neways does not constitute an approval of the Performance or waiver of any rights or claims by Neways.

3.8 Neways may reschedule the Delivery Date or change the place of delivery of the Performance without charge and any liability by giving notice to Supplier no later than three business days before the Delivery Date.

3.9 The Supplier shall perform the agreed Services with due skill and care, in conformity with the Agreement and the requirements of good workmanship, using the proper materials and employing sufficiently qualified staff.

4. Force Majeure

4.1 Any event, which is unforeseeable and reasonably outside the control of Neways or the Supplier that prevents such party from performing any of its obligations under the Agreement, including without limitation, an act of God, fire, flood, explosion, earthquake, war, insurrection or riot ("Force Majeure") shall suspend such party's performance of the corresponding obligation for the duration of the Force Majeure event, provided that a notice in writing has been given to the other party stating the cause, the expected delay or non-performance and providing proof of the Force Majeure. For the avoidance of doubt, shortage of personnel, strikes, shortage of materials and/or allocation, imputable failure, negligence or unlawful acts of suppliers or third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier shall in no event be an event of Force Majeure.

4.2 In the event that the anticipated duration of Force Majeure will exceed a 30 day period, Neways will, without prejudice to its other rights, be entitled to immediately terminate the Agreement in part or in full, without any further (compensation or payment) obligations towards Supplier.

5. Packaging and Shipping Instructions

5.1 The Supplier shall pack the Products for transport, storage and delivery in accordance with applicable statutory regulations, the Agreement and current leading industry standards, e.g. IEC 61340-5-3:2010, VDA or similar.

5.2 The Supplier shall ensure that the packaging of the Products is labelled with due care and in accordance with applicable statutory regulations, the Agreement and current leading industry standards. Each and every packaging unit down to the smallest packaging unit must be labelled according VDA 6.3 standard.

5.3 The costs for packaging shall be included in the Performance price.

5.4 Any non-environmental friendly packaging shall be avoided by the Supplier. If any returnable packaging is used, the packaging will not be charged to Neways and shall be collected by Supplier for its own risk and expense upon notification by Supplier. In the event any inadequate packaging is used by Supplier Neways shall be entitled to return the Products at Supplier's risk and expense.

6. Quality Requirements, Documentation and Audits

6.1 The Supplier shall deliver all relevant documents (e.g. datasheet, Certificate Of Conformity or other certificates, drawings, Production Part Approval Process) to Neways as agreed upon in the Agreement or reasonably requested by Neways. Approval of these documents by Neways shall not release the Supplier from its responsibility for the correctness and/or accuracy thereof. The Supplier shall remain fully responsible for the execution of the Agreement.

6.2 The Supplier shall comply, and shall cause all Performances to comply, with all applicable quality requirements as per the Agreement and which are to be expected according latest industry practices. If applicable the Supplier shall comply with all safety, environmental and quality standards and/or certification used within the automotive branch, as applicable at the time of the delivery of the Performance, including but not limited VDA or similar, and shall maintain or develop a quality management system based on the latest valid version of IATF 16949.

6.3 Neways, as well as its customers, is/are entitled to undertake comprehensive but reasonable audits (including process audits) at Supplier's and Sub-Supplier's premises during normal business hours upon giving reasonable advance notification, minimum 2 working days.

In the case of an emergency situation the notification period shall not apply and the audit shall be conducted immediately.

6.4 The Supplier shall cooperate with Neways and assist in such audit. In particular the Supplier shall grant Neways and its customers, access to the production facilities and other premises and provide the relevant and reasonably requested documents, information and access to relevant persons. Supplier shall make available and offer the necessary facilities and assistance for this purpose without costs.

6.5 If the audit reveals that the Supplier has not or does not comply with the agreed quality standards and/or any other obligation, the Supplier shall immediately take all necessary measures in order to meet the agreed standards and shall notify Neways of the measures taken in writing on a regular basis.

6.6 The Supplier shall impose on its Sub-Suppliers the obligations in this clause 6.

7. Invoice

After the complete and correct execution of the Agreement the Supplier shall be entitled to send an invoice to Neways. Supplier's invoice shall comply with the details of the Agreement. The Supplier shall in any event issue and send an invoice showing the invoice number, quantities, part and other references to the postal mailing/electronic address stated in the Agreement; the invoice shall not be enclosed with any shipments. An invoice not complying with the foregoing shall not be processed.

8. Pricing and Payments

8.1 Supplier's sole and exclusive reimbursement for the Performance is stipulated in the Agreement and is binding and fixed for the duration of the Agreement. If not agreed otherwise, prices shall be in Euro excluding value added tax ("VAT").

8.2 Payments shall become due and payable 60 days from the date of receipt of the correct invoice or delivery of the Performance, whichever occurs latest.

8.3 Neways is entitled to set-off any amounts that Neways and/or any of its Affiliates owes to Supplier and/or any of its Affiliates against any amounts that Supplier and/or its Affiliates owes to Neways and/or any of its Affiliates. The Supplier's right to set-off or retention is excluded, unless the respective claim is undisputed by Neways or has been finally confirmed by a court order or verdict. Further Supplier shall not suspend its performance of the Agreement or other Agreements based on a dispute between Supplier and Neways or its Affiliates.

9. Inspection of Goods/Notification of Defects

9.1 Neways will inspect the Products solely on obvious damages e.g. packaging and not verifying the identity, completeness and conformity of the Products. Neways' obligation to inspect the Products will not reach further than the foregoing. Neways will give notice of any defects found within a reasonable period after its discovery. To this extent, the Supplier agrees and acknowledges to waive the objection of late or delayed notification of defects.

9.2 Furthermore, if required, Neways or third parties designated by Neways shall be entitled to pre-delivery inspection or testing of the ordered Products during the processing, manufacturing and storage. The Supplier shall assist Neways or designated third parties without imposing limits, and grants hereby access to the locations where the Products are processed, produced and stored and offers the necessary facilities and lends its assistance for this purpose and shall supply required documentation and information, at its own costs.

10. Warranty

10.1 Supplier warrants that the Performance at the time of delivery and until the end of the warranty period as per clause 10.2 is (i) of merchantable quality, (ii) new and free from defects with regards to design, construction, material and workmanship, (iii) complying with the specifications and other requirements under the Agreement, (iv) suitable for the intended purpose, (v) in accordance with business industry standards e.g. on quality, environmental and health (vi) complying with all applicable laws and regulations and (vii) including all required licenses with regards to the Performance and that such license to use the rights shall properly cover the intended use, distribution and selling of the Performance including the right to sublicense. Furthermore, Supplier warrants to Neways the free and undisturbed use of the Performance by Neways and its customers and that the Performance, wholly and partly, does not infringe any third party intellectual property rights and that the Performance is unencumbered and free of attachments.

10.2 The warranty period of the Performance shall be 36 months from the date of delivery, but not affecting Neways other rights and remedies at law. In case of Supplier managed inventory (e.g. consignment) the warranty period shall start after usage of the Product by Neways.

10.3 If any Performance does not comply with clause 10.1 or the Agreement (hereinafter referred to as "Non-Compliance" or "Non-Compliant"), Neways shall, without prejudice to any other rights or

remedies available to it under the Agreement or at law, have the right at its sole discretion to demand Supplier to repair, to replace the Performance or require full repayment. Additional to the foregoing remedies Supplier shall bear all direct and indirect costs, losses, damages and expenses arising out of or in connection with the Non-Compliant Performance.

10.4 If the Supplier fails to commence rectifying the Non-Compliant Performance immediately after Neways demand to remedy it and/or fails to remedy it within reasonable time (latest 5 working days after Neways' notification) and/or in urgent cases, especially to prevent greater damage (e.g. recall, bodily injury, safety issues) Neways is entitled to undertake such rectification by itself or to have it undertaken by a third party at Supplier's risk and expense.

10.5 The warranty period on the rectified (replaced or repaired) Performance shall be 36 months starting after the delivery thereof.

10.6 In the event that Neways in its capacity as a supplier is obliged to grant a customer a longer or more extensive warranty for defects the Supplier shall then also undertake to accept those longer or more extensive warranty terms.

11. Epidemic Failure

In case of Non-Compliance in Products attributable to the same or similar root cause at or above the rate of 3% or 10 pieces, whichever is reached earliest, of the Products delivered to Neways per relevant Order line item under the Agreement ("Epidemic Failure"), Neways shall be entitled to require that all Products delivered by Supplier to Neways and/or its Affiliates in the last 12 months concerned are replaced by Supplier free-of-charge, regardless of whether the Non-Compliance has already become apparent or not. In addition, the Supplier shall compensate Neways for any additional direct or indirect costs and expenses, damages and losses that it incurs because of the Epidemic Failure. Other rights available to Neways, under contract or at law, shall remain unaffected.

12. Product Liability

12.1 In the event a product liability claim or action is asserted against Neways by a third party the Supplier shall indemnify and hold Neways its Affiliates and its customers harmless from and against such third party claims and actions and all costs (including all reasonable legal costs), expenses, losses and/or damages etc. and all judgements and liabilities of Neways and/or its customers to third parties, where such claims, costs, damages etc. and/or liabilities arise out of or are in connection with any third party claim that were caused by a Non-Compliant Performance delivered by the Supplier to Neways.

12.2 In the event of clause 12.1 the Supplier will also bear all costs, expenses, losses and/or damages, including those of any legal action including reasonable attorney fees, where such costs, expenses, losses and/or damages arise out of or in connection with a recall, field action or other service action or defect-removing or preventative measure taken and conducted by Neways or its customers.

13. Insurance and Indemnities

13.1 The Supplier agrees to indemnify, defend and hold Neways, its Affiliates, and its customers harmless from and against all (legal) actions, claims, threatened claims, demands, proceedings, including but not limited to direct damages, indirect damages, consequential damages, judgments, liabilities and/or any costs and expenses, such as reasonable attorney fees and/or penalties that arise out of or in connection with (i) Supplier's non-compliance with the Agreement or applicable law, (ii) any actual, alleged or potential infringement, misappropriation or violation caused by the Performance or Supplier's act or omission of any third party's patent, copyright, trade secret, mask work, trademark, trademark rights or any other intellectual property right and (iii) personal injury or property damage caused by the Performance of Supplier.

13.2 The Supplier shall obtain and will maintain at its own cost and expense all insurances from a first class insurance company necessary to cover for a sufficient amount all risks and liabilities under the Agreement, with a minimum coverage of EUR 5.000.000 per occurrence and 2 occurrences per year. Coverage shall include in any event but not limited to coverage for third party property damage, bodily injury (incl. death), defective Products, costs related to defective Products, Epidemic Failure situations or design or advise failures (if applicable). At Neways request, the Supplier will provide to Neways a certificate of insurance and Supplier shall not amend its insurances without informing Neways upfront. Failing to comply with this clause shall be an act of gross negligence by Supplier.

14. Intellectual Property

14.1 Any information, including but not limited to documents, samples, TPD's, drawings, models, calculations, techniques, know-how, software (including its source code and object code and any documentation) and other materials, and data or databases, regardless of the form or medium in which they are disclosed or stored, including any data carriers

(hereinafter referred to as "Materials") provided by or on behalf of Neways (whether belonging to Neways or to a third party) to Supplier, as well as the rights in any Materials or related to them, shall remain at all times the property of Neways (or its licensors) and the Supplier shall use those only for the performance of the Agreement. No copies will be made of the Materials and no reverse-engineering will take place without Neways prior written consent. The Materials shall also not be issued to third parties. At the choice of Neways, upon completion or termination of the Agreement all Materials shall be either destroyed or returned to Neways at the cost of the Supplier on the first request of Neways. Upon request, Supplier shall provide sufficient proof of the orderly destruction of any Materials.

14.2 "Intellectual Property Rights" means all rights of the following types, which may exist or be created under the laws of any jurisdiction but irrespective of whether they are recognized as intellectual property rights:

14.2.1 Rights associated with works of authorship, including exclusive exploitation rights, copyrights (including rights in software [including source code and executable or object code] and databases), and moral rights;

14.2.2 Trademarks, logos, get-ups, business names, domain names and trade and brand name rights, work introductions, and similar rights (whether registered or not);

14.2.3 Rights in trade secrets embodied in any form (including customer lists, marketing methods, supplier lists, APIs, methods, network configurations and architectures, processes, protocols, schematics, specifications, subroutines, techniques, user interfaces);

14.2.4 Patents and industrial designs (utility model) property rights;

14.2.5 Design rights (whether registered or not);

14.2.6 Other proprietary rights in intellectual property (including any licenses); and

14.2.7 Rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, continuations and reissues of, and applications for, any of the rights referred to in Sections 14.2.1 through 14.2.7 above.

14.3 All Intellectual Property Rights in and relating to the Performance including its results or created during the execution of the Agreement ("Foreground IP") shall be owned by Neways upon their creation. Supplier and Neways agree that the reimbursement for the Performance includes a reasonable fee for the Foreground IP.

14.4 To the extent that the existing and future Intellectual Property Rights in Foreground IP are or will be vested in the Supplier, the Supplier herewith assigns and transfers and continues to assign and transfer all existing and future rights in Foreground IP to Neways, including any and all Intellectual Property Rights, and undertakes to hand over to Neways all existing and future embodiments of Foreground IP. Any such assignment, transfer or hand over shall be made each upon the effective date of the respective agreement or at the time of the creation of the Foreground IP or, to the extent the latter is not possible, without undue delay. To the extent that the assignment of Intellectual Property Rights in Foreground IP is legally not possible, Supplier herewith grants to Neways an exclusive – and if the granting of an exclusive license should not be possible for any legal reason a non-exclusive –, world-wide, irrevocable, royalty-free, sub-licensable and transferable license to use the Foreground IP for all kinds of use currently known or unknown. The license includes but is not limited to the rights to reproduction, distribution, exhibition, recitation, the performance and presentation, making works available to public, broadcasting, adaption and transformation, including the right to make, use, distribute, market, dispose of, offer for disposal or otherwise deal with the Foreground IP. Neways herewith accepts any such assignment, transfer and/or grant of license.

14.5 To the extent that under any relevant jurisdiction, any further deed, other formalities or any other (judicial) act should be required for the transfer of ownership in the Foreground IP and/or taking effect thereof, the Supplier (i) guarantees to Neways to draw up this kind of deed and to sign the same on behalf of the Supplier and to fulfil these formalities and acts also on behalf of the Supplier, without prejudice to the obligation of Supplier to (on demand of Neways) lend its assistance to the transfer of these kind of rights, without being able to impose any conditions on the same (ii) shall inform Neways thereof and (iii) provide Neways with any assistance it may need.

14.6 Supplier hereby represents and warrants the full, unencumbered and non-restrictive use of the Foreground IP and shall arrange such in the relevant contracts with its employees and third party's undertaking Performance related services.

14.7 Supplier shall grant Neways a non-exclusive, world-wide, transferable and sub-licensable, irrevocable, royalty-free license to use

Supplier's background intellectual property and know-how related to or in connection with the Performance.

15. Sub-Supplier, Changes, Information Obligations

15.1 The Supplier shall not without the prior written consent of Neways involve any Sub-Suppliers. If and to the extent that the Supplier is allowed to use a Sub-Supplier, Supplier remains fully responsible and liable for the performance of such party.

15.2 Subcontracting to third parties without Neways' prior written consent shall entitle Neways to terminate the Agreement and/or other Agreements outstanding, at Neways' sole discretion in whole or in part, with immediate effect.

15.3 For any change by Supplier in components and/or the production processes of the Products and/or any Services, Supplier needs to obtain prior written approval from Neways. Any increase in costs or delay in delivery or any other consequences related to the foregoing shall be borne by, and shall be for the risk of, Supplier. A change in the existing and/or by Neways approved supply chain of the Product shall be subject to the explicit prior written consent of Neways.

15.4 Any Supplier change request pursuant to clause 15.3 shall, regardless of the Supplier being a distributor or manufacturer, be given 12 months prior to the proposed implementation of the change request.

15.5 In case of obsolescence, discontinuation of manufacturing or termination of a Product or component therein relevant to (possible future Orders of) Neways, Supplier will notify Neways in writing as soon as possible, but at least 12 months prior to such event. Supplier shall grant to Neways the possibility to place a last time buy order in the quantity reasonably to be determined by Neways. Additionally, if Supplier is the manufacturer of the Product, Supplier warrants that Supplier is able to supply the Products for 15 years after the last relevant Agreement. If Supplier is not able to do so Supplier shall redesign the Products, on its costs and risk, so that it is acceptable to use in end products by Neways and its customers for the remaining part of the 15 year period.

15.6 At least once a year Supplier shall update Neways in writing by indicating the life cycle status of the Products under the Agreement in a manner requested by Neways.

16. Termination

16.1 Without prejudice to any rights by law, Neways shall be entitled to immediately suspend its obligations under the Agreement and/or terminate the Agreement, as well as all related agreements, without any judicial intervention being required and with immediate effect, without any liability for Neways, in the event that (i) Supplier files for bankruptcy, has been declared bankrupt or insolvent or a petition for its bankruptcy has been filed, the Supplier has applied for a suspension of payments or has been granted a provisional or definitive suspension of payments, if the Supplier's business ceases to operate, is liquidated, or if the Supplier enters into any proceeding related to assignment for the benefit of creditors or an equivalent to one of the events described in this clause 16.1 (i) (also pursuant to a foreign law system); or (ii) Neways reasonably can presume or comes to knowledge that Supplier will not be able to perform the Agreement and/or the Performance; or (iii) Supplier fails to perform (in time or properly) an obligation under the Agreement and for as far as the performance is not permanently impossible, such is not remedied within 5 business days after notice of default by Neways; or (iv) is not complying with the Delivery Date. If Neways invokes termination a notice in writing will be provided to Supplier. All expenses, costs, losses and damages incurred or to be incurred by Neways, its Affiliates and customers due to such termination shall immediately become due and payable.

16.2 Neways is at all times entitled to terminate (in whole or partly e.g. decrease of quantity) the Agreement for Neways' convenience (i.e. without default of Supplier). Supplier will not charge Neways for a termination or cancellation as mentioned in this clause 16.2 outside of the Product's standard lead time, or 7 calendar days prior to the Delivery Date, whichever is shorter. If Neways terminates the Agreement within the aforementioned period: (i) for Supplier's off-the-shelf Products, Supplier may invoice Neways for cancelled Products it cannot sell to its other customers after good faith, verifiable efforts to do so for at least three months. Supplier must invoice Neways within 30 calendar days after the three-month period, or all claims are waived; (ii) for Neways specific products, Supplier will use its best efforts to return or re-use raw materials purchased for the cancelled Agreement. If neither returning nor re-using the raw materials is possible, Supplier will use its best efforts to sell them; and (iii) for Services performed, the Supplier is solely entitled to payment of Services performed (as per agreed planning) and acceptable to Neways until the termination date. Neways shall never be liable for more than the Performance price.

16.3 Supplier is only entitled to terminate the Agreement in case Neways frequently fails to comply with its material obligations under the

Agreement and Neways has been sent a notice of default per registered letter in which Neways is given a remedy period of at least 20 business days and termination of the Agreement is in proportion to the default committed by Neways. Any additional termination rights of Supplier at law are expressly excluded.

16.4 The clauses in these Terms and the Agreement which by their nature are intended to continue after the expiration or termination of this Agreement, especially clauses 10, 12, 13, 14, 15, 17, 20 and this clause 16.4 shall stay in full force upon the expiration, termination or cancellation of the Agreement.

17. Confidentiality

17.1 Any information, including but not limited to know-how, documentations, drawings, Materials and other written or oral information or information carriers, provided by or on behalf of Neways (whether belonging to Neways or to a third party) and/or generated for the benefit of or on behalf of Neways by the Supplier, as well as all information about Neways' enterprise, that has come to the knowledge of the Supplier and its employees, plus the existence and the content of the business relationship between Neways and the Supplier shall be considered as confidential information ("Confidential Information").

17.2 Supplier's confidentiality obligations as laid down in clause 17.3 shall not apply to any data or information that Supplier can prove (i) is or becomes publicly known or comes to public knowledge through no act or omission of the Supplier and without any breach of any (confidentiality) obligation by Supplier, (ii) has lawfully been obtained by Supplier before it received it from Neways, (iii) has been lawfully received by Supplier from a third party without being bound by a confidentiality obligation in relation to such third party or (iv) was independently developed by Supplier who has not had access to the Confidential Information and which was developed without use of or reference to any of the Confidential Information.

17.3 Supplier shall use the Confidential Information only for the purpose of the Agreement and shall make Confidential Information only available to those of its employees, who have an actual "need to know" to accomplish the Performance and who have been subjected to similar conditions of confidentiality. Neways reserves all rights to such Confidential Information; the disclosure shall not be construed as any transfer of rights.

17.4 Without prior written approval of Neways, Supplier shall not disclose, allow access to, reproduce, transmit, or transfer the Confidential Information to any third party. Supplier shall exercise the same degree of care and protection it takes to safeguard its own confidential information.

17.5 At the request of Neways, the Confidential Information (including notes, writings, Materials and other documents, files or similar developed therefrom by the Supplier), and all copies thereof, shall be returned to Neways or destroyed. Returning or destroying the Confidential Information does not relieve Supplier of any obligation regarding confidentiality. Upon expiration, termination or cancellation of the Agreement, Supplier shall immediately cease to use any and all Confidential Information.

18. Compliance with Laws

18.1 Supplier warrants that it shall comply with and shall cause each of its Sub-Suppliers to comply with all applicable laws and regulations, including but not limited to such concerning the (i) manufacturing of Products or performance of the Services, (ii) raw-materials/ component content, including but not limited to REACH, RoHS, Conflict of Minerals, e.g. Dodd-Frank Act, (iii) commercial or governmental anti-bribery, e.g. the US FCPA or UK Bribery Act, and anti-trust laws, (iv) GDPR or any other relevant privacy laws and shall ensure that its activities related to the Performance or the Agreement shall not cause Neways or its customers to be in violation of any laws and/or regulations.

18.2 The Supplier warrants that it shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the Supplier shall set up (if not done yet), maintain and further develop a management system in accordance with ISO 14001. Further, the Supplier shall comply with the latest requirements of the Code of Conduct of Neways (can be found on: <https://www.newayselectronics.com/about-us/corporate-governance>)

19. Export Control and Customs

19.1 The Supplier warrants that it shall comply with and shall cause each of its Sub-Suppliers to comply with all applicable laws and regulations regarding international transactions or activities, including export controls, import controls, customs regulations and foreign trade regulations/sanctions.

19.2 The Supplier is obliged to inform Neways immediately after becoming aware or after it should become aware of any applicable (re-) export licence requirements or restrictions for the Performance under Dutch, German, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products in its business documents and to send the following information regarding the Products subject to licence requirements to the relevant Neways procurement representative in good time prior to the first delivery:

- Material number
- Part, Product, Service description
- All applicable export list numbers including the Export Control Classification Number (ECCN)
- Country of origin of the Products
- Harmonized System (HS) Code of the Products
- A contact person in its organisation to resolve any inquiries.

19.3 The Supplier shall also be obliged to inform Neways without undue delay of any changes to export control and custom requirements applying to the Performance it delivered to Neways.

20. General Provisions

20.1 Any dispute arising out of or in connection with an Agreement and/or on these Terms which Neways and Supplier have not settled amicably within a reasonable period (being a maximum period of 60 calendar days after first occurrence of the dispute or another period agreed in writing between the parties) shall be finally and exclusively settled by means of arbitration in accordance with clause 20.3. This clause shall not preclude parties from seeking at any time any provisional relief before/from any court having jurisdiction over the dispute.

20.2 Any Agreement, as well as any agreements resulting therefrom or related thereto shall be exclusively governed and construed in accordance with the laws of the country in which the Neways ordering entity has its registered seat, as applicable, excluding the conflict of law provisions and the CISG (United Nations Convention on Contracts for the International Sale of Goods).

20.3.1 Disputes between Supplier and any Neways ordering entity which has its registered seat in the Netherlands will be exclusively settled by arbitration in accordance with the Arbitration Rules of the Dutch Arbitration Institute ("NAI"). The place of arbitration shall be Eindhoven, The Netherlands.

20.3.2 Disputes between Supplier and any Neways ordering entity which has its registered seat in Germany will be exclusively settled by arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. ("DIS"). The place of arbitration shall be the place where the relevant Neways entity is located.

20.3.3 Disputes between Supplier and any Neways ordering entity which has its registered seat outside The Netherlands or Germany will be exclusively settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce ("ICC"). The place of arbitration shall be the place where the relevant Neways entity is located.

20.4 The arbitration proceeding as per clause 20.3 shall be held in the English language unless parties agree otherwise. The arbitral tribunal shall be composed of three arbitrators.

20.5 Should Neways not exercise its rights under these Terms and or the Agreement this shall not constitute a waiver of any rights under the Agreement, the Terms or at law. Should any provisions of the Terms or the Agreement become invalid or unenforceable the remaining provisions shall not be affected and shall remain in full force and effect. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision which is similar or which best corresponds to the intention and economic purpose as the original invalid or unenforceable provision.

20.6 Supplier shall not assign its rights or obligations under the Agreement to any third party without the prior written consent of Neways. Neways shall have the right to transfer any of its rights and obligations under any Agreement with the Supplier to any third party, without Supplier's consent being required.