

1. Scope of application

- The legal relationship between the Supplier and its affiliates (collectively referred to as "Contractor") and Autoelectric Partnership GmbH & Co. KG and its affiliates (collectively referred to as "Customer") on the implementation of development projects and the provision of development services (collectively referred to as "Development Services") is governed exclusively by the following Terms and Conditions for Development Services and any client-specific individual agreements which may prevail, even if their application is not expressly agreed upon again for each individual Development Service. The Contractor accepts these Terms and Conditions for Development Services at the latest upon commencement of Development Services for the Customer.
- These Terms and Conditions for Development Services shall apply to all types of Development Services, regardless of whether they are provided in Germany or abroad.
- The Customer hereby, as a matter of precaution, objects to any additional or deviating terms or conditions included in the Contractor's offers or acceptance messages. Such terms or conditions shall not become a component of this agreement on Development Services. Deviating standard terms and conditions used by the Contractor shall not apply in relation to the Customer, even if they are not expressly objected to in each individual case. Any additional provisions in the Contractor's standard terms and conditions shall not be applicable.
- The placement of an order, or the receipt of development results, or payments by the Customer made without an objection shall under no circumstances constitute an acceptance of other terms or conditions used by the Contractor.
- Ancillary agreements, modifications of, and amendments to these Terms and Conditions for Development Services shall only be applicable if confirmed in writing by the Customer.
- Messages sent electronically without a qualified signature shall only be deemed to comply with the written form requirement if the Customer accepts such form in the specific case.

2. Development Services by the Contractor

- Development Services by the Contractor which the Customer orders in purchase orders, LOIs or other agreements ("Individual Contract") shall be covered by the provisions of these Terms and Conditions for Development Services, except if expressly agreed otherwise in writing.
- The details of the Development Services to be provided by the Contractor, and of the development contributions which may have to be provided by the Customer, are defined in the relevant Individual Contract. Orders always include the preparation of the relevant documentation (drawings, CAD models etc.) of the Development Services.
- In as far as the Customer makes available a product concept catalogue or specifications (drawings, models, samples, etc.), the Development Services shall comply with the requirements set out therein. Product concept catalogues and specifications may continuously be jointly updated during the development work.
- The Contractor shall request in writing and in good time any documents and/or materials which the Customer has agreed to provide to the Contractor, so that delays are avoided. The Contractor shall check whether such documents are up to date, complete and plausible, and shall promptly inform the Customer of any apparent inconsistencies.

3. Implementation of the Development Services

- The Contractor shall provide the services owed by him as part of the Development Services at his own responsibility and risk, with the highest level of diligence, and in accordance with acknowledged codes of practice. The Contractor shall carry out his work in accordance with all applicable laws on materials, environment and safety.
- The Contractor shall regularly report to the Customer on the progress and the interim results achieved. Irrespective of these reports, the Contractor shall promptly inform the Customer should delays or problems occur during the course of the project, in particular if the Contractor anticipates delays in connection with fixed deadlines.
- The Contractor shall provide the owed Development Services in accordance with the schedule agreed in an Individual Contract. The Customer is entitled to change the schedule, taking due account of the Contractor's interests.
- The Customer is entitled to request changes of the development object or the development work at any time. In as far as such changes lead to

the cost or time limits being exceeded, the Contractor shall promptly notify the Customer thereof in writing. The parties shall enter into a separate written agreement regarding the adequate remuneration of any additional costs that may be incurred.

- Should the Contractor consider technical changes of the development objects compared to the specifications to be necessary or expedient, the Contractor shall promptly propose such changes to the Customer in writing. The Contractor shall only implement such changes with the Customer's prior written approval.
- At the end of the Development Services, the Contractor shall prepare a final report on the work provided and the knowledge and work results achieved ("Development Results"). The Contractor shall present the Development Results to the Customer. The final report shall be submitted to the Customer, together with all files, documents and data required to use the Development Results (in particular drawings, including exact, complete measurements and tolerance dimensions, CAD data and detailed models, sectional models and test results, research work, product concept catalogue and source code, if applicable).
- If agreed, the Contractor shall store/archive the Development Results in the Customer's and/or its client's system.

4. Acceptance

Written acceptance shall only take place once the Customer has inspected the Development Results, has tested prototypes and has found them to be in good order and in compliance with the product concept catalogue. A preliminary inspection of parts of the Development Services or of interim results and/or payments partially or in full by the Customer made without any objection shall not constitute an acceptance of the Development Results or of parts thereof.

5. Warranty, liability

- The Contractor's liability for the Development Results shall be governed by the statutory rules.
- Claims based on defects shall become time-barred after 36 months.

6. Rights to the Development Results

- The Contractor shall submit to the Customer for his non-exclusive, unrestricted, free use all Development Results (including know-how, test and development reports, software, ideas, drafts, designs, proposals, samples, models, etc.) which he creates or uses within the framework of the Development Services.
- In as far as the Development Results are eligible for protection ("New IP Rights"), such New IP Rights shall belong to the contracting partner whose staff has produced the underlying results. The Contractor shall promptly inform the Customer of any applications for IP registration, including information on the file number and application date.
- The Customer shall obtain permanent, worldwide, non-fee-based usage rights in the Contractor's New IP Rights and copyrights contained in the Development Results, for the Customer's own purposes, including use for development, manufacture and sale of the Customer's products.
- Should an IP application result from a Development Service in which both the Contractor and the Customer are involved, the New IP Rights shall be owned jointly by the parties. Each contracting partner shall have ordinary, non-fee-based and unlimited usage rights in the jointly owned IP rights, including the sub-licensing rights. Each contracting partner shall bear the German statutory employee's invention fee for its employees.
- In as far as the contracting partners have agreed on a remuneration for the Development Services, the work results and the New IP Rights shall be owned exclusively by the Customer.
- In as far as any of the Contractor's existing IP rights and/or copyrights ("Existing IP Rights") are being used and are required for the subsequent exploitation of the Development Results, the Contractor shall grant the Customer the non-fee-based, non-exclusive, permanent, irrevocable usage rights, sub-licensable for the Customer's purposes.

7. Third-party IP rights

The Contractor shall provide the Development Services free from third-party IP rights. The Contractor warrants that use of the Development Services by the Customer will not infringe upon third-party IP rights. Any statutory liability for defects in title that goes beyond this shall not be affected by the above provisions. The Contractor shall inform the Customer of any applications for IP rights and of any third-party IP rights in connection with the cooperation which may restrict the exploitation of the Development Services and/or may lead to claims by third parties.

8. Confidentiality

- The contracting partners undertake to treat as business secrets all technical and commercial details that are not apparent and that they learn of from the other partner through, or in the course of, the Development Services.
- Drawings, models, templates, samples and similar objects shall not be provided or otherwise made accessible to third parties.
- The Contractor shall impose corresponding obligations upon his subcontractors.
- Separate confidentiality agreements for a development project shall prevail.

9. Cooperation and information obligation

The contracting parties shall each take all reasonable measures, and provide each other with all necessary information required to achieve the objective pursued with this contract, and shall refrain from any activities that may affect the achievement and maintenance of the objective of the contract.

10. Compliance

10.1 Contractor warrants that, in undertaking the requirements of the Order, Supplier, the Goods and Services and its subcontractors shall comply with all applicable laws, regulations, codes and standards including, without prejudice to the generality of the foregoing, all regulations relating to export and import, health, safety, packaging, labeling, environment, manufacture and delivery, and shall procure that any sub-suppliers comply therewith. Contractor further warrants that it shall comply with Buyer's code of conduct and CSR Supplier Charter already in its possession and accessible through these links: <https://www.autoelectric.com/en/contact-legal/supplier-regulations/>

10.2 The Contractor declares and warrants at any and all times that it and its subcontractor strictly comply, at its/their costs, with REACH. It declares and warrants that, each substance as such, in preparation or in a designed Good (i) has been or will be, duly and timely pre-registered and/or registered according to the intended use by the Purchaser; (ii) is not restricted, as specified in REACH; (iii) is not forbidden as specified in REACH. The Contractor shall inform the Purchaser of any suitable alternative substance or technology to the substances as defined in article 57.

10.3. The Contractor declares and warrants that at all times it and its subcontractors comply with the RoHS Directive 2011/65/EC (RoHS 2) at their own expense. The Contractor who is Designer of Electrical and Electronic Equipment (EEE) declares and warrants that all goods comply with the RoHS 2 on the restriction of hazardous substances and that the products sold do not contain lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB) polybrominated diphenyl ethers (PBDE), Bis(2-Ethylhexyl) phthalate (DEHP), Benzyl butyl phthalate (BBP), Dibutyl phthalate (DBP), Diisobutyl phthalate (DIBP) and/or any other substance to the extent that its use is restricted by amendments to RoHS 2, except in accordance with the concentrations and exemptions set out in the RoHS 2 and its annexes. The Contractor shall comply with any amendments to RoHS 2 that the European Parliament or other regulatory body may impose, as well as any other instructions given by the Purchaser.

10.4 Contractor hereby represents and warrants that it:

(A) Is knowledgeable about and will comply with all anti-corruption, anti-bribery, antitrust, sanctions and anti-money laundering laws, applicable tax laws and any other criminal laws, as well as any other rules and regulations applicable to the performance of the Order;

(B) Did not in the past and shall not in the future offer, promise or provide payments or any other advantages or favors, both directly or indirectly, to:

(1) a private party; or

(2) a public official, member of the judicial system or any other government-related or state-owned entity or person ("Public Official") for him or herself or another person or entity, in order to influence such Public Official or any official action; which as a result could lead to an improper advantage to Purchaser or any of its affiliates;

(C) Is not a Public Official and does not have any personal or business relationship or association with any Public Official who is or will be in a position to affect or influence Purchaser's or any of its affiliates' business operations;

(D) Has never been convicted for violating anti-corruption, antitrust, sanctions, anti-money laundering, tax or any other criminal laws, and

has not been, and currently is not subject of any criminal, court or administrative proceedings in connection with such offenses.

If, during the term of the business relationships, Contractor becomes aware that any representation or warranty set forth in this clause 10.4 above no longer being true and correct, Contractor shall promptly, in any event no later than within seven (7) business days, notify the Purchaser. Whether or not notification within the seven (7) business days is received, if Purchaser determines that the breach of representation or warranty or changed circumstances provide good cause to terminate the Order, Purchase may terminate the Order in its sole discretion in accordance with clause 10.6 below.

10.5 In the event Purchaser has reasonable grounds to believe that there has been a breach of the representations and warranties contained in clause 10.4 above, Purchaser has at any time during the term of the Order or the business relationships and for a period of three (3) years thereafter the right to designate a qualified external and independent auditor (the "Auditor") to assess the fulfillment of the representations and warranties contained in clause 10.4 above. The Auditor shall have the right to audit during normal business hours the books and records of Contractor pertaining to the performance of any Order under these Conditions. This shall include the tracking of payments made thereunder (by reviewing, without limitation, bank account statements, books and accounting records, tax returns or financial statements) and to retrace all related payment transactions (the "Audit"). Contractor shall provide to the Auditor comprehensive information, support and access to the rooms and offices used by the Contractor. Following the Audit, the Auditor shall submit a written report to Purchaser.

10.6 The appointment of Contractor was expressly made on the basis of the representations and warranties set out in this clause remaining true and accurate. Purchaser may terminate the Order in writing with immediate effect for good cause if it has reasonable grounds to believe (on the basis of credible information, including, but not limited to, DowJones reports, well-sourced press reports or third-party statements that it reasonably believes to be reliable) that Contractor has committed a breach of these Conditions, in particular relating to the representations and warranties in clause 10.4. Any breach of a representation and warranty in this clause 10.4 is deemed a material breach of these Conditions and entitles Purchaser to terminate the Order at any time and with immediate effect, without any liability to Purchaser or compensation or reimbursement to the Contractor.

10.7 The Contractor commits (i) to take all appropriate security arrangements (including assessing the level of security to the processing) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal, loss, destruction or similar risks of any personal data received or and/or collected from Purchaser ("Personal Data"); (ii) not to transfer, share or otherwise use or disclose such Personal Data without Purchaser's prior written approval; and (iii) to make available Personal Data only to its employees who have a legitimate business need to access the Personal Data and are committed under Contractor's privacy and data protection obligations.

10.8 Contractor represents, warrants and undertakes that it complies and will comply with all export control regulations and economic sanctions laws, including but not limited those enforced by the United States, the European Union, the United Kingdom, France (hereinafter "Trade laws").

Contractor confirms that as of the date of the Order it is not controlled or owned directly or indirectly at 50% or greater level (individually or in the aggregate) by one or more sanctioned parties under the Trade laws. Contractor represents as of the date of the Order and throughout its duration that (i) neither the Contractor nor any of its shareholders, affiliates, subsidiaries, directors, officers, employees, or any entity that is 50% or more owned or controlled by any of the aforementioned persons, and (ii) to the Contractor's knowledge, none of its agents, representatives or other persons acting on behalf of the Contractor, or any entity that is 50% or more owned or controlled by any of the aforementioned persons, is a sanctioned individual or sanctioned entity, or is subject to any trade restrictions or sanctions administered by any country or other relevant sanctions authority.

The Contractor warrants and certifies that it has not sourced, procured or purchased the products subject to an Order or parts thereof from (i) a sanctioned person under the Trade laws, and that it has conducted all required checks and has performed the appropriate due diligence to determine that such person is not a sanctioned person under the Trade laws, or (ii) from a country or territory that is subject to a trade ban or import ban imposed by U.S., EU, UK, France (list is not exhaustive) under

the Trade laws, including but not limited from Iran, Syria, Russia, Crimea, the areas controlled by the so-called Donetsk People's Republic and Luhansk People's Republic oblasts of Ukraine.

Without limiting any rights of the Purchaser, if at any point in time Contractor is in violation of the Trade laws, the Purchaser is (a) relieved of all obligations under these Conditions, (b) where applicable, suspend or have suspended any payment to the Contractor until such time as the Purchaser may lawfully resume payment, (c) may terminate an Order at its sole discretion, without any advance notice and without payment of any penalty, (d) may claim damages resulting from the breach of these Conditions by the Contractor.

10.9. Services performed on Buyer's premises. If, under the Order, Contractor is required to perform Services on premises owned or occupied by Purchaser or any of its affiliates Buyer shall comply and ensure that its Contractors, subcontractors and their respective employees and agents shall comply with all applicable laws, regulations, codes of practice and requirements, including those relating to health, safety, hygiene, ethics and the environment, in force on such premises,

10.10. The Contractor undertakes to inform the Purchaser of the proportion of the turnover it achieves with the latter, as soon as this exceeds thirty percent (30%) of its annual turnover. In this case, the Contractor undertakes, as far as possible and within a reasonable period of time, to pursue an active commercial policy aimed at limiting this proportion to the said threshold.

10.11. The Contractor's personnel assigned to the Services remain, in all circumstances, under the administrative control and hierarchical and disciplinary authority of the Service Provider. Regardless of the duration of the Services, the Contractor's personnel may under no circumstances be legally assimilated to an employee of the Purchaser or to a temporary employee placed at its disposal.

In its capacity as employer, the Contractor is responsible for the administrative, accounting and social management of its employees. In particular, the Contractor recruits, employs, remunerates, trains and directs the staff required to perform the Services defined in each Order. It shall be responsible for complying with employment legislation, for paying the social security contributions relating to its personnel and for any commuting or work-related accidents that may occur to its employees as a result of or in connection with the Order. In addition, the Contractor shall provide with all of the documents required by the Purchaser (eg tax and social contributions certificates) prior to performance of the Services. Every six (6) months, the Contractor will also be required to submit the required and notably social declaration certificates, in accordance with the law.

11. Applicable law, place of jurisdiction

- The laws of the Federal Republic of Germany shall apply, to the exclusion of the conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.
- Nürnberg (Nuremberg), Germany, shall be the exclusive place of jurisdiction for all disputes under this contractual relationship.

12. Miscellaneous

- Additional oral agreements have not been entered into. All modifications of, and amendments to this Agreement must be set out in writing and signed by authorized representatives of both parties. This shall also apply to any waivers of this written form requirement clause.
- Should any of the provisions in these Terms and Conditions be or become entirely or partially invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with retroactive effect with a provision that comes as close as possible to the economic intentions of the contracting partners.
- Any gaps shall be closed in accordance with applicable law.
- The German version of these Standard Terms and Conditions for Development Services shall prevail.

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