

MASTER SUPPLY AGREEMENT

This Agreement is entered into as of the Agreement Date of: [to fill in]

BETWEEN THE SUPPLIER

Name of SUPPLIER: [to fill in]

(Company Registration No.: [to fill in])

Address of SUPPLIER: [to fill in]

Email Address of SUPPLIER: [to fill in]

Place of incorporation of SUPPLIER: [to fill in]

AND THE PURCHASER

Name of PURCHASER: YGP PTE.LTD.

(Company Registration No.: 200802389D)

Address of PURCHASER: 79 Anson Road #08-01, Singapore 079906

Email Address of PURCHASER: Mr. Joseph Zerafa (joseph.zerafa@ygp.com.sg)

Place of incorporation of PURCHASER: Singapore

MASTER SUPPLY AGREEMENT

WITNESSETH:

WHEREAS, PURCHASER is engaged in the business of manufacturing, assembly and sales of certain products and/or components;

WHEREAS, SUPPLIER is capable of manufacturing and supplying to PURCHASER various products, components and/or sub-components, some of which may be manufactured in accordance with PURCHASER's specifications, while others may be manufactured according to industry standards;

WHEREAS, PURCHASER desires to have a continuous supply of certain products, components and/or sub-components, by consigning the manufacturing thereof to SUPPLIER and/or directly purchasing such from SUPPLIER;

WHEREAS, SUPPLIER is willing to supply the said products, components and/or sub-components, to PURCHASER pursuant to the terms and conditions stated hereinbelow; and

WHEREAS, PURCHASER and SUPPLIER shall endeavor to promote the furtherance of social and economic well-being through the responsibilities and commitments undertaken in good faith within this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties hereby agree as follows:

Article 1. Purpose

- 1.1 PURCHASER shall consign SUPPLIER the necessary work to manufacture the Products (as defined in Article 2 hereof) to be specified by PURCHASER and/or purchase other non-consigned Products from SUPPLIER on a continuing basis, and in return, SUPPLIER shall supply PURCHASER, through such consignment or purchase, with the Products in accordance with the terms and conditions stated hereinbelow.
- 1.2 PURCHASER shall have the right to partially subcontract its performance of this Agreement to _____ (_____). PURCHASER shall cause _____ to comply with the responsibilities and obligations detailed in this Agreement provided, however, that PURCHASER shall not be relieved of any of its own responsibilities or obligations under this Agreement and Individual Orders. [SUPPLIER's right of] subcontracting shall be

as provided in Article 15 below.

Article 2. Definitions

In this Agreement, unless the context otherwise requires:

- 2.1 “Agreement” shall mean all the terms / articles of this Agreement and all the terms of the Appendices to this Agreement.
- 2.2 “Agreement Date” shall mean the date of this Agreement.
- 2.3 “Appendices” shall include: (i) the Guidelines on Issue and Receipt of Orders (“Order Guidelines”); (ii) the Regulations for Dealing with Costs and Expenses (“Costs and Expenses Regulations”); or (iii) any other guidelines, regulations and documents as amended or introduced by the parties from time to time. For the avoidance of doubt, such documents may include any document setting out any modifications, revisions, or amendments to this Agreement agreed between the parties in accordance with Article 47.1 of the Agreement.
- 2.4 “Applicable Laws” shall mean any and all applicable local, national, foreign and international treaties, legislation, laws, acts, regulations, including domestic regulations, codes, rules or rulings, orders, decrees, standards, guidelines, or any form of decisions issued by, or requirements of, governmental, statutory, regulatory, supervisory bodies (including without limitation, any relevant stock exchange or securities council) or any court or tribunal with competent jurisdiction, whether in Singapore or elsewhere, as amended or modified from time to time, and to which such person is subject. Applicable Laws shall include but is not limited to:
 - (1) bribery and corruption laws (including without limitation, as applicable, the United States Foreign Corrupt Practices Act of 1977, the Unfair Competition Prevention Act of Japan, the United Kingdom Bribery Act of 2010, the Singapore Prevention of Corruption Act 1960, and the Singapore Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992, as amended);
 - (2) competition laws, labor laws, anti-slavery and human trafficking laws (including without limitation, as applicable, the United Kingdom Modern Slavery Act 2015, the Singapore Prevention of Human Trafficking Act 2014, the Singapore Employment Act 1968, the Singapore Competition Act 2004, as amended), and anti-terrorism laws; and
 - (3) export, control, and economic sanctions laws, environmental protection laws, intellectual property laws, tax laws, personal data protection laws, information security laws (including without limitation, the Singapore Customs Act 1960, the Singapore Regulation of Imports and Exports Act 1995, the Singapore Patents Act 1994, the Singapore Trade Marks Act 1998, the Singapore Copyright Act 2021, the Singapore

Personal Data Protection Act 2012, the Singapore Computer Misuse Act 1983, and the Singapore Cybersecurity Act 2018, as amended), and information security standards (including without limitation, standards promulgated by the Trusted Information Security Assessment Exchange (TISAX), Information Security Management System (ISMS), or International Organization for Standardization (ISO)).

2.5 “Personal Data” shall mean data or information, whether true or not, about an individual who can be identified from: (i) that data or information; or (ii) collectively from that data or information and any other data or information, as defined by the Singapore Personal Data Protection Act 2012, as amended.

2.6 “Products” shall mean the products, components, parts and/or raw materials, which SUPPLIER sells or provides to PURCHASER.

Article 3. Individual Orders

3.1 This Agreement constitutes the rights and responsibilities to be applied to all individual orders for the Products which shall be issued by PURCHASER and accepted by SUPPLIER for the supply and purchase of the Products (each an “Individual Order”). The Order Guidelines, which are an integral part of this Agreement and which the parties may amend from time to time in accordance with Article 47.1, apply to the issuance, addition, amendment, and cancellation of any Individual Order.

3.2 An Individual Order may exclude the application of, vary, amend or modify, one or more articles of this Agreement, subject to the written agreement of the parties in accordance with Article 47.1 below. Unless amended pursuant to Article 47.1, any other condition or regulation contained in an Individual Order, including but not limited to the terms and conditions described in the quotation, order acceptance and statement of delivery, which provides for the exclusion of the application of, or modification of one or more articles of, this Agreement shall be null and void.

3.3 Parties agree that in the event of any inconsistency between the terms of the Order Guidelines and the articles of this Agreement, the Order Guidelines prevail.

Article 4. Procedures for Individual Orders

4.1 Individual Orders shall be issued by PURCHASER to SUPPLIER in an agreed form which shall set out information in respect of the Products ordered, including the date of order, the specific name(s) of the Products ordered, product number of the specific Products ordered, the price (as determined pursuant to Article 7 below), the quantity, the time of delivery, the place of delivery, the method of payment and other information necessary for such Individual Orders. Each Individual Order shall be deemed to be

effective upon SUPPLIER's acceptance of such Individual Order from PURCHASER in accordance with Article 4.3. However, in the event that both PURCHASER and SUPPLIER have separately and mutually agreed in writing to omit any of the contents of an Individual Order detailed above, such omission shall be valid.

- 4.2 PURCHASER may deliver an Individual Order to SUPPLIER via electronic means such as email.
- 4.3 SUPPLIER shall either accept or reject an Individual Order sent by PURCHASER by sending a confirmation of such acceptance or a notice of rejection to PURCHASER within **three (3) Business Days** (a "Business Day" refers to a day on which PURCHASER's head office is open to conduct its regular business) after SUPPLIER's receipt thereof. In the event that SUPPLIER fails to respond within the prescribed timeline, the Individual Order that was sent by PURCHASER shall be deemed to have been accepted by SUPPLIER.

Article 5. Modification of Individual Orders

- 5.1 In the event that an Individual Order needs to be modified, the party requesting such modification shall promptly notify the other party thereof and, upon mutual consultation and agreement between the parties, such modification of an Individual Order shall become valid. For the avoidance of doubt, an Individual Order may be amended after SUPPLIER's acceptance. Modifications of an Individual Order shall be made in writing, including writing submitted via electronic media as provided for in Article 4.2 above.
- 5.2 If any Individual Order is modified upon SUPPLIER's request and PURCHASER suffers any damage or loss arising from, in connection with or as a result of such modification, SUPPLIER shall compensate PURCHASER for such amount of damage or loss, including expenses incurred by PURCHASER as a result thereof. The scope and amount of such compensation and/or claim shall be determined solely by PURCHASER, provided, however, that, in the event that SUPPLIER wishes to challenge or question such determination, SUPPLIER shall provide a notification of such to PURCHASER, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.
- 5.3 If any Individual Order is modified solely upon PURCHASER's request and any damage or loss occurs to SUPPLIER which is caused by such modification, PURCHASER shall compensate SUPPLIER for such amount of damage or loss, including expenses incurred by SUPPLIER as a result thereof. The scope and amount of such compensation and/or claim shall be determined solely by SUPPLIER, provided, however, that, in the event

that PURCHASER wishes to challenge or question such determination, PURCHASER shall provide a notification of such to SUPPLIER, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

Article 6. Submission of Estimates

- 6.1 In the event that PURCHASER requests that SUPPLIER submit a quotation of the sales price of the Products and other information substantiating such quotation for the purpose of determining the price of such Products, SUPPLIER shall promptly submit such quotation and information to PURCHASER. SUPPLIER shall comply with the quotation deadline determined by the PURCHASER.

Article 7. Price

- 7.1 The purchase price of the Products shall be determined by mutual consultation between PURCHASER and SUPPLIER by taking into account the specifications, quantity, time of delivery, material costs, market value and other relevant factors related to such Products.

Article 8. Specified Time of Delivery

- 8.1 SUPPLIER shall be bound by the specified time of delivery of the Products as specified in the relevant Individual Order.
- 8.2 In the event that SUPPLIER attempts to deliver the Products to PURCHASER prior to the specified time of delivery contained within an Individual Order for such Products, SUPPLIER shall obtain prior written approval from PURCHASER.
- 8.3 In the event that SUPPLIER becomes aware of a possibility that SUPPLIER may be unable to deliver the Products to PURCHASER at the specified time of delivery contained within the Individual Order for such Products, SUPPLIER shall immediately notify PURCHASER thereof and shall act in accordance with PURCHASER's instructions.
- 8.4 In the event that SUPPLIER is unable to deliver the Products to PURCHASER at the specified time of delivery specified in the Individual Order for such Products, SUPPLIER shall compensate PURCHASER for the damage or loss incurred by PURCHASER thereby, including expenses incurred by PURCHASER as a result thereof. The scope and amount of such compensation and/or claim shall be determined solely by PURCHASER, provided, however, that, in the event that SUPPLIER wishes to challenge or question such determination, SUPPLIER shall provide a notification of such to PURCHASER, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

8.5 PURCHASER may from time to time provide SUPPLIER with written instructions regarding delivery of an Individual Order (hereinafter referred to as “Delivery Standards”). SUPPLIER shall comply with such Delivery Standards.

Article 9. Delivery

9.1 SUPPLIER shall deliver the Products to PURCHASER in accordance with the Individual Order for such Products.

9.2 At the delivery, SUPPLIER shall concurrently deliver to PURCHASER documents such as a statement of delivery and any other document as notified by PURCHASER from time to time.

Article 10. Inspection of Products

10.1 Upon PURCHASER’s actual receipt of Products, PURCHASER shall promptly inspect the Products in accordance with PURCHASER’s inspection procedures. However, PURCHASER may omit a part or all of the inspection, in PURCHASER’s sole discretion, if SUPPLIER inspects such Products prior to shipping such Products in accordance with the inspection procedures determined in advance between the parties, and PURCHASER receives from SUPPLIER a document certifying that SUPPLIER conducted such inspection at the time that PURCHASER actually receives such Products or at any other time designated by PURCHASER. At any time after PURCHASER’s receipt of the Products, if PURCHASER discovers defects regarding such Products (including defects which could have been found immediately upon receipt), such Products shall be treated as failing Products or defective Products and shall be subject to the provisions governing such failing Products or defective Products under this Agreement.

10.2 When deemed necessary by PURCHASER and upon the prior consent of SUPPLIER, PURCHASER shall have the right to inspect Products at the offices, factories and other relevant locations of SUPPLIER prior to the delivery of such Products.

10.3 The Products shall be deemed to have been delivered by SUPPLIER to PURCHASER upon the passing of PURCHASER’s inspection described in Article 10.1 above. In the event that PURCHASER omits a part or all of the inspection pursuant to Article 10.1 above, the Products shall be deemed to have been delivered by SUPPLIER to PURCHASER upon PURCHASER’s receipt of the document certifying that SUPPLIER has completed such inspection.

Article 11. Failing Products

11.1 Without prejudice to Article 12, in respect of Products failing PURCHASER’s inspection

pursuant to Article 10 above, SUPPLIER shall, at its sole expense and responsibility, take re-possession of such Products and deliver replacement Products to PURCHASER by a date fixed by PURCHASER in PURCHASER's sole discretion.

- 11.2 In the event that PURCHASER's inspection pursuant to Article 10 above shows that the quantity of the Products delivered by SUPPLIER is less than the quantity of the Products specified in the Individual Order for such Products, SUPPLIER shall, at its sole expense and responsibility, deliver the amount of Products necessary to fulfil the total quantity of Products specified in the Individual Order by a date fixed by PURCHASER in PURCHASER's sole discretion.
- 11.3 In the event that PURCHASER's inspection pursuant to Article 10 above shows that the quantity of the Products delivered by SUPPLIER exceeds the quantity of the Products specified in the Individual Order for such Products, SUPPLIER shall, at its sole expense and responsibility, take re-possession of the excess number of Products by a date fixed by PURCHASER in PURCHASER's sole discretion. However, if PURCHASER, in PURCHASER's sole discretion, decides to take possession of such excess number of Products, then such Products shall be deemed to have been delivered to PURCHASER and the amount (if any) to be paid by PURCHASER to SUPPLIER for the same shall be determined by mutual consultation between PURCHASER and SUPPLIER.
- 11.4 In the event that SUPPLIER fails to take re-possession of the Products when required under Articles 11.1 and 11.3 above, PURCHASER shall, at its sole discretion, have the right to return such Products to SUPPLIER or dispose of such Products at SUPPLIER's sole expense.
- 11.5 PURCHASER shall take reasonable care and appropriate measures to store the Products described in Articles 11.1 and 11.3 above. However, in the event that such Products are destroyed or damaged or deteriorate during the period of PURCHASER's storage without PURCHASER's willful or intentional negligence, any losses or damages resulting from such destruction, damage or deterioration shall be the responsibility of SUPPLIER who shall compensate PURCHASER accordingly.
- 11.6 In the event that SUPPLIER wishes to challenge or question the results of any of PURCHASER's inspections performed pursuant to Article 10 above, SUPPLIER shall promptly notify PURCHASER thereof and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

Article 12. Special Treatment as to Failing Products

- 12.1 Notwithstanding the provisions in Article 11.1 above, if PURCHASER, through an

inspection conducted pursuant to Article 10 above, determines that any failing Products will require minimal repair, PURCHASER shall have the right to purchase such failing Products at a reduced price. Such Products sold to PURCHASER at a reduced price shall be deemed to have been delivered by SUPPLIER to PURCHASER upon the dispatch of a written notice by PURCHASER specifying that the failing Products shall be treated as “Specially Treated Products.”

12.2 The amount of reduction of the price described in Article 12.1 above shall be determined upon mutual consultation between PURCHASER and SUPPLIER.

Article 13. Transfer of Title

13.1 The title to the Products shall be deemed to have been transferred from SUPPLIER to PURCHASER when delivery is complete in accordance with Article 10.3 above.

Article 14. Risk of Loss

14.1 All risk of loss for any Products supplied by SUPPLIER to PURCHASER pursuant to an accepted Individual Order shall pass to PURCHASER upon the completion of delivery of the Products in accordance with Article 10.3 above. The risk of total or partial destruction, damage or deterioration to the Products shall remain with SUPPLIER until transfer of the Products' title to PURCHASER.

Article 15. Subcontracting

15.1 SUPPLIER shall not totally or partially subcontract the manufacture of Products to a third party without PURCHASER's prior written approval. If SUPPLIER subcontracts the manufacture of Products to a third party (“Subcontracted Party”) after obtaining PURCHASER's approval, SUPPLIER shall procure and be responsible for the Subcontracted Party's compliance with SUPPLIER's responsibilities and obligations as detailed in this Agreement.

15.2 For the avoidance of doubt, SUPPLIER shall not be relieved of any of its own responsibilities or obligations under this Agreement and/or any Individual Order in any case, including in the event SUPPLIER subcontracts any or all of its obligations to a Subcontracted Party in accordance with Article 15.1.

Article 16. Quality

16.1 As of the Agreement Date and upon any agreement to an Individual Order and delivery of any Products, SUPPLIER warrants that (i) the Products conform with all the applicable specifications, drawings, samples, laws and regulations and other standards, (ii) the Products are free from defects regarding design, materials and workmanship

(unless PURCHASER solely designs such Products or PURCHASER orders the entire design thereof from third party), (iii) the Products are fit for their ordinary purpose, and (iv) the Products are fit for their particular purpose which SUPPLIER knows or reasonably should have known.

- 16.2 SUPPLIER shall establish an effective quality control system in connection with the development, design, procurement of Materials, manufacture, inspection, storage, shipment and other relevant processes related to the Products.
- 16.3 SUPPLIER shall keep track of and store all documents relating to the quality control system described in Article 16.2 above, including but not limited to records of inspections conducted, during such periods as shall be separately determined through mutual consultation between the parties. SUPPLIER shall promptly present such documents to PURCHASER upon PURCHASER's request.
- 16.4 PURCHASER may from time to time provide SUPPLIER with written instructions regarding quality control (hereinafter referred to as "Quality Control Standards"). SUPPLIER shall comply with such Quality Control Standards.

Article 17. Specifications

- 17.1 The specifications of the Products shall conform with all Applicable Laws, public regulations and standards, including but not limited to the Japan Industrial Standards, and shall be in accordance with either Yazaki Documents or Supplier Documents, as defined below.
- (1) "Yazaki Documents" - Drawings, specifications, Delivery Standards, Quality Control Standards, electronic data, and other documents detailing standards which have been drafted and compiled by PURCHASER and subsequently loaned to SUPPLIER by PURCHASER (including but not limited to the documents drafted and compiled by SUPPLIER based on the consignment by PURCHASER); or
- (2) "Supplier Documents" - Drawings, specifications, electronic data, and other documents detailing standards which have been drafted and compiled by SUPPLIER and subsequently approved by PURCHASER.
- 17.2 In the event that PURCHASER and SUPPLIER separately determine through mutual consultation, any requirement and/or specifications of the Products in addition to the Yazaki Documents or Supplier Documents, the specifications of the Products shall conform with any such additional requirements as well.
- 17.3 In the event that either party wishes to challenge or question the contents of the documents described in Article 17.1 above, such party shall promptly notify the other party thereof, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

Article 18. Modifications of Materials

18.1 In the event that SUPPLIER requires any modification regarding the following which is not prescribed in Yazaki Documents or Supplier Documents, SUPPLIER shall promptly give a prior written notice thereof to PURCHASER and obtain prior approval from PURCHASER indicating:

- (1) The materials or parts to be used in the Products (“Materials”); or
- (2) The method of manufacturing the Products (including the assembly process, inspection, equipment utilized, machines, tools, molds and similar items).

18.2 SUPPLIER shall ensure that the quality of the Products and the performance of this Agreement and the accepted Individual Orders shall not be adversely affected by the modifications described in Article 18.1 above.

Article 19. Defective Products

19.1 In the event that a defect in the Products which is not attributable to PURCHASER’s fault is found within ____ () months after the delivery thereof (“Warranty Period”), SUPPLIER shall, at SUPPLIER’s sole expense and responsibility, compensate PURCHASER for all losses and/or damages incurred by PURCHASER or its customers and/or other third parties arising from the defects in the Products. In addition, pursuant to PURCHASER’s instructions, SUPPLIER shall perform any one of the following or a combination thereof:

- (1) deliver replacement Products to PURCHASER;
- (2) repair the defective Products;
- (3) reduce the price of defective Products; or
- (4) bear all expenses incurred by PURCHASER related to identifying and repairing the defective Products as performed by PURCHASER itself or a third party designated by PURCHASER.

19.2 For the avoidance of doubt, whether a Product is defective, the remedial steps to be undertaken by SUPPLIER in relation to a defective Product, and the amount of compensation and/or damages owed by SUPPLIER shall be determined by PURCHASER in PURCHASER’s sole discretion.

19.3 In the event that SUPPLIER wishes to challenge or question the determination by PURCHASER described in Article 19.2 above, SUPPLIER shall promptly notify PURCHASER of such wish of SUPPLIER and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

19.4 Even after the Warranty Period has expired, in the event that an identical defect of the same character not caused by PURCHASER exists in the Products under the same Individual Order, PURCHASER shall have the same rights in relation to such defective Products as PURCHASER would have had if PURCHASER found such defective Products during the Warranty Period.

19.5 Notwithstanding the foregoing, if any of the Products are determined by PURCHASER

to be defective, the Costs and Expenses Regulations, which are an integral part of this Agreement and which parties may amend from time to time in accordance with Article 47.1, apply to such Products.

- 19.6 Parties agree that in the event of any inconsistency between the terms of the Costs and Expenses Regulations and the articles of this Agreement, the terms of the Costs and Expenses Regulations shall prevail.

Article 20. Product Liability

- 20.1 In the event that (i) PURCHASER, including PURCHASER's employees, or any third party, including but not limited to PURCHASER's customers, or end users suffers damage to their person or property (collectively referred to as the "Victim") in relation to the Products, products utilizing the Products ("Utilizing Products") or final products incorporating the Products ("Final Products") and (ii) there is a possibility that such damage is attributable to a defect of the Products, PURCHASER shall promptly notify SUPPLIER thereof and SUPPLIER shall comply with PURCHASER's request for cooperation to conduct an investigation in accordance with Article 22 to determine the cause thereof, if PURCHASER makes such a request.
- 20.2 In the event that (i) it is found that the damages suffered by the Victim concerning the Products, Utilizing Products or Final Products as prescribed in Article 20.1 above are caused by a defect of the Products that is not attributable to PURCHASER and (ii) PURCHASER suffers any losses or damages attributable to such defect, including but not limited to (1) damages found by a competent court or arbitrator, (2) a Victim's claims to PURCHASER based on product liability or any other basis of liability, or (3) PURCHASER's customers' claims to PURCHASER to compensate a Victim in relation to such Victim's claims based on product liability or any other basis of liability, SUPPLIER, at SUPPLIER's sole expense and responsibility, shall (a) indemnify PURCHASER for all losses and damages incurred by PURCHASER in relation thereto, including but not limited to litigation costs and attorneys' fees incurred by PURCHASER, and (b) pay all sums due to any Victim for all compensation and damages in relation to all such claims.
- 20.3 PURCHASER shall in its sole discretion, determine whether a Product has a defect and the amount of any related claim, including claims from a Victim or PURCHASER's customers. Prior to such determination of the existence of the defects of the Products and the amount of compensation with the Victim or PURCHASER's customers, PURCHASER will, to the extent as much as possible, notify SUPPLIER of the content of negotiation regarding the determination and negotiations with the Victim (including

but not limited to PURCHASER's customers).

20.4 In the event that SUPPLIER wishes to challenge or dispute a determination made by PURCHASER in accordance with Article 20.3 above, SUPPLIER shall promptly notify PURCHASER thereof and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

Article 21. Product Recalls

21.1 In the event that (i) the Products cause an accident or the Products are found to be of potential risk that may cause an accident; and (ii) PURCHASER or PURCHASER's customer may in its sole discretion determine that a recall of the Products is necessary, including but not limited to a recall of Utilizing Products or Final Products and repair of the said Products without charge or other cares are necessary, PURCHASER shall notify SUPPLIER as soon as reasonably practicable.

21.2 SUPPLIER shall cooperate to the actions by PURCHASER or PURCHASER's customer described in Article 21.1 and bear the costs and losses which PURCHASER or PURCHASER's customer incur as a result of the recall of the Products, except the cases where the cause of the accident or the potential risk of the Products is attributable to PURCHASER or PURCHASER's customer.

21.3 In the event that SUPPLIER wishes to challenge or question the amount of the damages, costs and losses which PURCHASER claims from SUPPLIER pursuant to Article 21.2 above, SUPPLIER shall promptly notify PURCHASER thereof, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

Article 22. Investigations and Reports

22.1 Upon the occurrence of any event set out in Article 19, Article 20, Article 21, Article 25 and Article 32 herein and actual or threatened/potential non-performance of any obligations under this Agreement or any Individual Order, SUPPLIER shall investigate the cause of such events in accordance with PURCHASER's request and report the findings / results of such investigation to PURCHASER in writing. If deemed necessary by PURCHASER and with prior notice to SUPPLIER, PURCHASER shall have the right to (i) request SUPPLIER to report matters relating to the performance of any duties pursuant to this Agreement or any Individual Order and (ii) inspect SUPPLIER's offices and factories or accompany SUPPLIER to the Affiliated Persons' (as defined below) offices and factories in order to ensure the proper performance of any duties pursuant to this Agreement or any Individual Order. SUPPLIER shall procure the Affiliated Persons to permit PURCHASER and SUPPLIER to carry out the inspection

described above.

Article 23. Payment

23.1 PURCHASER shall pay for the Products delivered by SUPPLIER in accordance with the payment method specified in Individual Orders or as determined in writing upon mutual consultation.

Article 24. Offset

24.1 In the event that SUPPLIER owes PURCHASER any debt, whether such debt was incurred for PURCHASER's repair of defective Products, in relation to a transaction other than this Agreement or otherwise, PURCHASER shall be entitled to reduce / set-off the amount of payment due to SUPPLIER by the amount of such debt until such debt is paid in full, regardless of whether SUPPLIER's debt is due.

24.2 Each set-off pursuant to Article 24.1 above shall be evidenced through the exchange of receipts between PURCHASER and SUPPLIER.

Article 25. Intellectual Property Rights

25.1 SUPPLIER shall, regarding the Products, take all necessary precautions not to infringe or to prevent infringement upon any and all trademarks, copyrights, patents, know-how, design rights, mask-work rights and any other intellectual property rights (collectively "Intellectual Property Rights") owned or controlled by third parties in any country.

25.2 In the event that SUPPLIER learns of a possibility that any dispute between any third party and either of the parties may arise concerning infringement of Intellectual Property Rights related to the Products, SUPPLIER shall immediately inform PURCHASER thereof. In relation to any dispute between any third party and SUPPLIER concerning infringement of Intellectual Property Rights, SUPPLIER shall settle such dispute in accordance with instructions from PURCHASER but at SUPPLIER's sole expense and responsibility, and SUPPLIER shall hold harmless and indemnify PURCHASER against any claim or liability of any kind of nature whatsoever for all damages, losses and/or costs arising out of or resulting therefrom, except for cases in which such dispute is caused by PURCHASER's intentional misconduct. The scope and amount of the indemnity to be provided by SUPPLIER to PURCHASER shall be determined solely by PURCHASER, however, in the event that SUPPLIER wishes to challenge or question such determination, SUPPLIER shall notify PURCHASER thereof, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

- 25.3 In the event that PURCHASER learns of a possibility that any dispute between any third party and PURCHASER may arise concerning infringement of Intellectual Property Rights related to the Products, SUPPLIER shall comply with PURCHASER's request for cooperation to conduct an investigation to resolve such issue, if PURCHASER makes such a request.
- 25.4 SUPPLIER shall not use PURCHASER's Intellectual Property Rights for any purpose other than for the manufacture of the Products for PURCHASER.
- 25.5 In the event that PURCHASER's use of the Products requires or has a reasonable likelihood of requiring any Intellectual Property Rights not yet licensed by SUPPLIER or any third party, SUPPLIER shall promptly notify PURCHASER thereof and license SUPPLIER's Intellectual Property Rights to PURCHASER. The terms and conditions of the license shall be determined by the parties through mutual consultation. Regarding a third party's Intellectual Property Rights, SUPPLIER shall procure that such third party provides a license to PURCHASER for such Intellectual Property Rights with reasonable terms and conditions.

Article 26. Inventions, Improvements and Modifications

- 26.1 In the event that either party discovers or makes any new-inventions, improvements or modifications based on the drawings, instructions, technical documents or any other information provided by the other party pursuant to this Agreement or any Individual Order, the party making such discovery or invention shall immediately notify the other party of such discovery or invention.
- 26.2 The ownership of the Intellectual Property Rights related to the discoveries and inventions described in Article 26.1 above shall be based on the level of contributions given by each party which shall be determined by the parties through mutual consultation.

Article 27. Confidentiality and Handling, Restriction on Use

- 27.1 In this Agreement, "Confidential Information" means the existence and terms of this Agreement, as well as any technical, sales, operational, financial, commercial, **Personal Data** or other information including information that is identified as being of a confidential or proprietary nature, or by its nature intended to be for the knowledge of the recipient alone and which the recipient knows or should reasonably be expected to know is confidential in nature, which is disclosed by a party hereto ("Disclosing Party") to the other party hereto ("Receiving Party") directly or indirectly for the purpose of this Agreement and/or an Individual Order. "Confidential Information" includes but is not

limited to any of the following:

- (1) information in a document in written form, which is clearly marked or identified at the time of disclosure as “Confidential”;
- (2) information in any tangible form other than in a document in written form (including samples, the same shall apply hereinafter), which is (i) clearly marked or identified as “Confidential” in the tangible form or on its packaging, or (ii) attached with a document which is marked as “Confidential”;
- (3) any oral or visual communication (including but not limited to image, photograph or projection) identified at the time of disclosure as confidential, which is then reduced to writing marked as “Confidential” and transmitted to the Receiving Party within 14 calendar days after the oral or visual disclosure; or
- (4) any electronic data, such as an e-mail or a magnetic storage medium, which is clearly marked or identified as being “Confidential” at the time of being in readable format, such as being displayed on a display device.

27.2 Each of the parties hereto shall not use, divulge, or disclose Confidential Information for any purpose other than for performing this Agreement or an Individual Order, without the prior written consent of the other party. Notwithstanding the provisions of Article 27.1 above, the following shall not be Confidential Information:

- (1) information that was already in the Receiving Party’s possession free of any confidentiality obligations at the time the information was disclosed to, learned by or obtained by the Receiving Party;
- (2) information that was in the public domain at the time the information was disclosed to, learned by or obtained by the Receiving Party;
- (3) information that entered into the public domain without any fault of or breach of the confidentiality obligations of the Receiving Party;
- (4) information that was lawfully communicated to the Receiving Party by a third party without any confidentiality obligations; and
- (5) information that was developed or created by the Receiving Party independently of and without reference to any Confidential Information, as established by relevant documentary evidence.

27.3 Notwithstanding the provisions of Article 27.2 above, PURCHASER shall have the right to disclose the Confidential Information to its customers, affiliated companies and subcontractors for the purpose of manufacturing and selling its products.

27.4 PURCHASER shall use its best endeavours to procure that (i) a third party to which it discloses Confidential Information with SUPPLIER’s consent pursuant to Article 27.2 above; and (ii) PURCHASER’s customers, affiliated companies, or subcontractors to

which it disclosed Confidential Information pursuant to Article 27.3 above, shall comply with the same confidentiality obligations as PURCHASER's obligations under this Agreement and all Individual Orders.

27.5 SUPPLIER shall cause any third party to which it discloses Confidential Information with PURCHASER's consent pursuant to Article 27.2 above to comply with the same confidentiality obligations as SUPPLIER's obligations under this Agreement and all Individual Orders.

27.6 Each of the parties may make copies or modifications of Confidential Information only to the minimum extent required for performance of this Agreement or an Individual Order, and the copies or modifications so made shall also be treated as Confidential Information.

27.7 Each of the parties hereto shall limit the dissemination of Confidential Information to only its officers or employees who (i) have a need to obtain such information for the purpose of performing this Agreement and/or any Individual Order, and (ii) are subject to the same confidentiality obligations specified in Article 27.2 above. For the avoidance of doubt, each party shall be fully liable and responsible for any breach of confidentiality obligations by its officers or employees.

27.8 In order to safeguard Confidential Information from leakage, unauthorized disclosure or unauthorized use, SUPPLIER shall implement the appropriate security measures and systems (including cybersecurity measures and systems) in compliance with the Applicable Laws and/or any standard designated by the PURCHASER and shall use its best endeavours to maintain SUPPLIER's security measures and systems (including but not limited to (i) self-assessment and monitoring of SUPPLIER's processes or guidelines, (ii) the conduct of security and cybersecurity tests to assess SUPPLIER's resistance to both internal and external security and cybersecurity threats, (iii) the conduct of security and cybersecurity training for SUPPLIER's employees; and (iv) mitigation plans in the event of a breach of security, cyber-attack or other cybersecurity incident). Without being exhaustive, SUPPLIER shall consider, and where appropriate, adopt cybersecurity standards such as the ISO/IEC 27001, NIST Cybersecurity Framework, CIS Critical Security Controls, and the Service Organization Control Type 2 Framework. Additionally, SUPPLIER shall safeguard and use its best endeavours to prevent the misuse or unauthorized disclosure of Personal Data provided by PURCHASER when collecting, storing, using, processing, or sharing such Personal Data, including but not limited to complying with any applicable data privacy regulations or any other requirements under the Applicable Laws. For the purposes of this Article 27.8, "cybersecurity" shall mean the state in which a computer or computer

system is protected from unauthorized access or attack, and because of that state (i) the computer or computer system continues to be available and operational; (ii) the integrity of the computer or computer system is maintained; and (iii) the integrity and confidentiality of information stored in, processed by or transmitted through the computer or computer system is maintained.

27.9 Each of the parties hereto shall promptly return to the other party or destroy all of such party's Confidential Information in accordance with such party's instructions, (i) upon such party's request, (ii) when the information is no longer necessary for the performance of this Agreement and/or Individual Orders, or (iii) upon the termination or expiration of this Agreement. Notwithstanding the foregoing, each party (a) may retain Confidential Information solely for compliance with law, regulation or internal record-keeping policies; and (b) shall have no obligation to destroy copies of Confidential Information held solely in digital form in an automated data back-up system that is not readily accessible to its officers or employees, provided that, in each case, such Confidential Information shall remain subject to the limitations and confidentiality obligations under this Agreement.

27.10 In the event of any unauthorized disclosure or unauthorized use of Confidential Information by the Receiving Party (whether accidental or not), the Receiving Party shall immediately notify the Disclosing Party once the Receiving Party becomes aware of such unauthorized disclosure or unauthorized use. The Receiving Party shall utilize its best endeavours to retrieve such Confidential Information, and take necessary precautions and measures to minimize current leakage and such unauthorized disclosure or unauthorized use of Confidential Information in the future. The Receiving Party shall be solely responsible for and shall promptly pay all costs and expenses incurred by the Disclosing Party in connection with the investigation of such default, including but not limited to full legal fees, expert fees, investigation costs, and any other related expenditures.

27.11 Notwithstanding the provisions of Article 27.2 above, each of the parties hereto shall have the right to disclose the Confidential Information to public organizations and regulatory authorities such as judicial courts and governments upon their requests, provided that the party disclosing the Confidential Information shall immediately notify the other party hereof and take necessary measures to minimize such disclosure of Confidential Information.

27.12 Before PURCHASER places any Individual Order with the SUPPLIER and thereafter from time to time, PURCHASER has the right to audit, inspect, and make copies or extracts of SUPPLIER's processes, security standards, and data privacy related

standards ("Audit"), to verify that SUPPLIER is adhering to the standard of care required of the SUPPLIER under this Agreement and/or Individual Orders, including but not limited to the SUPPLIER's compliance with its confidentiality obligations under this Agreement and/or Individual Orders.

- (1) The scope and details of the Audit shall be determined solely by the PURCHASER, who may in its sole discretion designate a third party to carry out the Audit.
- (2) If requested by PURCHASER for the purposes of the Audit, SUPPLIER shall arrange for access to be granted to its premises (including SUPPLIER's offices and factories), which includes access to its Affiliated Persons (as defined below under Article 37.2) and their premises. SUPPLIER shall also promptly provide any information requested by PURCHASER for the Audit if such information is not confidential and/or trade secret information held by the SUPPLIER.
- (3) PURCHASER shall provide SUPPLIER with at least **fifteen (15) calendar days'** **advance notice in writing** of its intention to conduct the Audit, and the Audit date. The notice shall state (i) the scope and details of the Audit; (ii) whether PURCHASER will require access to be granted to SUPPLIER's premises / SUPPLIER's Affiliated Persons and their premises; and (iii) any information requested by PURCHASER.
- (4) If SUPPLIER refuses to (i) arrange for or permit access to its premises / SUPPLIER's Affiliated Persons and their premises for PURCHASER's officers or employees or a third party designated by the PURCHASER to carry out the Audit; or (ii) provide PURCHASER the requested information (to the extent that it is not confidential and/or trade secret information held by the SUPPLIER), PURCHASER will be entitled to suspend or terminate this Agreement and/or any Individual Orders.
- (5) PURCHASER will notify the SUPPLIER after the Audit of any shortcomings in SUPPLIER's processes and/or security standards. SUPPLIER must rectify any shortcomings **within thirty (30) calendar days** from the date of notification. Failure to do so within this period will entitle PURCHASER to suspend or terminate this Agreement and/or any Individual Orders.
- (6) The costs and expenses of any audit shall be borne by SUPPLIER.
- (7) PURCHASER's right to Audit SUPPLIER's processes and security standards shall last for a period of **[2]** years after the termination or expiration of this Agreement.

Article 28. Research and Investigation for Improvement

28.1 Both parties hereto shall endeavor to (i) develop new technology, (ii) present improvement proposals, and (iii) exchange information, in order to improve the quality, cost of manufacture and performance of the Products and manufacturing technology

related to the Products.

28.2 PURCHASER or its designated third party shall be permitted to conduct an investigation and offer guidance for improving manufacturing technology, quality, quality control and production control related to the Products when deemed necessary and with the prior consent of SUPPLIER, which shall not be unreasonably withheld.

28.3 In the event that PURCHASER requests SUPPLIER to cooperate with investigations related to the delivery of Products to PURCHASER's customers and improved manufacturing, quality control and other matters related to the Products, SUPPLIER shall actively cooperate with such investigation.

Article 29. Provision of Information

29.1 SUPPLIER shall, upon PURCHASER's request, provide PURCHASER with information regarding raw materials, secondary materials and other similar matters (including but not limited to information regarding supply chains and the country of origin of all Products and Materials) and information regarding the supply of the Products, such as manufacturing capacity and the lead time necessary for manufacture, by a date to be designated by PURCHASER.

Article 30. Discontinuation of Manufacture

30.1 In the event that SUPPLIER discontinues manufacture of the Products, it shall notify PURCHASER thereof twelve (12) months prior to the planned discontinuation date, and shall consult with PURCHASER in regard to the measures for dealing with such discontinuation (which measures shall include, but not be limited to, SUPPLIER (i) referring PURCHASER to a third party capable of supplying replacements, (ii) providing manufacturing and technical data to PURCHASER, and (iii) licensing to PURCHASER SUPPLIER's Intellectual Property Rights).

Article 31. Repair Parts

31.1 SUPPLIER shall supply PURCHASER with repair parts upon PURCHASER's request not only during the term of this Agreement and any Individual Order but also for the entire period of time for which PURCHASER has provided a warranty of quality to any of PURCHASER's customers or is obligated under applicable law or otherwise to supply such customers with repair parts relating to the Products, Utilizing Products or Final Products, notwithstanding that PURCHASER has ceased to order new Products due to the discontinuance or termination of manufacture or sale of such Products, Utilizing Products or Final Products. Details regarding SUPPLIER's supply of such repair parts

shall be determined upon mutual consultation.

Article 32. Environmental Conservation and Resource Protection

32.1 SUPPLIER shall comply with PURCHASER's instructions regarding environmental conservation and resource protection, and conduct environmental conservation activities for lessening the burden on the global environment, including but not limited to prevention of global warming, reduction of waste, resource saving and reduction of toxic substances.

32.2 SUPPLIER hereby warrants that all Products (including its packing materials) supplied by SUPPLIER to PURCHASER shall not contain following substances:

- (1) Substances as listed in GADSL (Global Automotive Declarable Substance List);
- (2) Substances as listed in Yazaki Group Self-control Substance List, available on Yazaki Group's website and as may be updated from time to time; and
- (3) Substances as notified by PURCHASER to SUPPLIER from time to time.

32.3 SUPPLIER shall provide PURCHASER with information regarding each Product that is delivered to PURCHASER by submitting a Safety Data Sheet and International Material Data System input that complies and conforms with all applicable laws and regulations in relation to necessary notifications regarding the contents of the Products for each Product that is delivered to PURCHASER for the first time and SUPPLIER shall thereafter provide an amended Material Safety Data Sheet and revised International Material Data System input at any time such information as detailed in the previous submission becomes inaccurate or is modified in any way.

32.4 When requested by PURCHASER, SUPPLIER shall promptly provide PURCHASER with information about environmental conservation and resource protection relating to the Products which SUPPLIER delivers to PURCHASER, including but not limited to the status of SUPPLIER's environmental conservation activities, materials that SUPPLIER uses and SUPPLIER's recycling policies, in the format requested by PURCHASER.

Article 33. Breach of Environmental Warranties

33.1 In the event that SUPPLIER supplies PURCHASER with the Products containing substances in breach of Article 32.2 above, SUPPLIER shall indemnify PURCHASER against all loss and damage arising from such violation, including but not limited to all costs related to recalling such Products in accordance with Article 21 above. The scope and amount of the compensation shall be determined solely by PURCHASER. In the event that SUPPLIER wishes to challenge or question PURCHASER's determination,

SUPPLIER shall notify PURCHASER thereof, and PURCHASER and SUPPLIER shall resolve such disputes in accordance with Article 45.

Article 34. Precautionary Measures

34.1 SUPPLIER shall take necessary measures for the procurement of the SUPPLY MATERIALS and the appropriate manufacturing and storage of the Products so that the timely delivery of the Products within the time limits allowed under this Agreement is ensured.

34.2 SUPPLIER shall take all preventive measures by exercising its reasonable and prudent business judgment and common sense, including but not limited to making an advance arrangement for alternative manufacturing locales (in preparation for any Force Majeure Event defined in Article 35.1 below) in order to comply not only with the delivery time but also with the full extent of SUPPLIER's obligations under this Agreement and any Individual Order.

Article 35. Force Majeure

35.1 A "Force Majeure Event" refers to acts of God, fire, war, riots, terrorist acts, epidemics and pandemics which render performance of any obligations under this Agreement, including performance of obligations relating to any Individual Order by PURCHASER or SUPPLIER impossible.

35.2 A Force Majeure Event in this Agreement shall not include the Coronavirus Disease-2019 pandemic ("COVID-19 pandemic"), or any condition, circumstance or situation arising from or relating to the COVID-19 pandemic, which is already known to PURCHASER or SUPPLIER as at the Agreement Date, or was information within the public domain as at the Agreement Date. This includes but is not limited to: (i) COVID-19 pandemic infections; and (ii) any prohibitions, restrictions or conditions arising from or relating to COVID-19 pandemic related legislation, regulations, directives or guidelines.

35.3 The parties acknowledge that while the events related to the COVID-19 pandemic defined under Article 35.2 are known and do not constitute Force Majeure Events under this Agreement, the future impacts of the COVID-19 pandemic which are not known to PURCHASER and SUPPLIER as at the Agreement Date or which are not information within the public domain as at the Agreement Date may be considered a Force Majeure Event to the extent that such future impacts, by themselves, render the performance of SUPPLIER's or PURCHASER's obligations under this Agreement or in any Individual Order impossible.

- 35.4 A Force Majeure Event does not include events: (i) which merely cause financial distress or the inability of either party to make a profit or avoid a financial loss; (ii) which are merely changes in market prices or conditions; (iii) which merely relate to a party's financial inability to perform any of its obligations in this Agreement, including performance of obligations relating to any Individual Order; or (iv) which parties could have avoided or which parties could have avoided impacting obligations in this Agreement and any Individual Order by taking reasonable steps.
- 35.5 Neither PURCHASER or SUPPLIER will be liable for any delay and/or failure to perform any obligations under this Agreement or in any Individual Order to the extent that such delay and/or failure is due solely to a Force Majeure Event.
- 35.6 In the event that it is impossible for SUPPLIER to perform any of its obligations in this Agreement or any Individual Order due to a Force Majeure Event, SUPPLIER shall immediately notify PURCHASER in writing thereof (delivered electronically, or any other form of written notification agreed on by parties) of the Force Majeure Event and within fourteen (14) days of such notification provide to PURCHASER the following details: (i) a description of the Force Majeure Event and full supporting documents and/or information evidencing the Force Majeure Event; (ii) a complete list of all projects and part numbers which are affected or are likely to be affected by the Force Majeure Event; (iii) any alternative supplier for the relevant parts affected by the Force Majeure Event; (iv) any mitigating steps already taken or to be taken by SUPPLIER and the timeline for any such mitigating steps to be taken; and (v) a specific explanation for why SUPPLIER's performance of its obligations under this Agreement or any Individual Order was rendered impossible.
- 35.7 From the date of the notification under Article 35.6 to the date that the Force Majeure Event ceases to affect SUPPLIER's obligations under this Agreement, including performance of obligations relating to any Individual Order, SUPPLIER shall provide prompt updates to PURCHASER regarding: (i) information relating to SUPPLIER's inventory levels and delivery plans; (ii) updates relating to the shipments which are in transit or which are planned to be shipped; (iii) updates on ongoing mitigating efforts taken by SUPPLIER; (iv) updates on whether or when the Force Majeure Event is likely to cease to affect SUPPLIER's obligations under this Agreement or in any Individual Order; and (v) any information that PURCHASER may from time to time request from SUPPLIER.
- 35.8 SUPPLIER shall not be entitled to rely on any Force Majeure Event in respect of its delay and/or failure to perform its obligations under this Agreement or any individual ORDER if SUPPLIER fails to provide PURCHASER with any of the information

stipulated at Articles 35.6 and 35.7 above.

- 35.9 In the event that it is no longer impossible for SUPPLIER to perform any of its obligations in this Agreement or any Individual Order due to a Force Majeure Event, SUPPLIER shall immediately notify PURCHASER in writing (delivered electronically, or any other form of written notification agreed on by parties).
- 35.10 In the event that the Force Majeure Event lasts longer than three (3) months and the parties fail to reach any resolution to continue to perform this Agreement, PURCHASER shall have the right to immediately terminate this Agreement with written notice to SUPPLIER and recover all loss, damages, and costs caused by or arising from SUPPLIER's delay and/or failure to perform its obligations in this Agreement, including performance of obligations relating to any Individual Order.
- 35.11 SUPPLIER shall also cooperate with PURCHASER in taking necessary measures to cure such inability to perform any of its obligations under this Agreement and performance of obligations relating to any Individual Order, due to a Force Majeure Event which shall include, but not be limited to, SUPPLIER: (i) referring PURCHASER to a third party capable of supplying replacements; (ii) providing manufacturing and technical data to PURCHASER; and (iii) licensing to PURCHASER the SUPPLIER's Intellectual Property Rights; (iv) making use of alternative production capacities in other of SUPPLIER's plants or of SUPPLIER's sub-suppliers' plants; (v) arranging for additional labor and/or labor shifts; (vi) making use of expedited shipping (including air freight) or other logistic and warehousing solutions; and/or (vii) implementing all other available mitigating efforts to mitigate supply disruptions.
- 35.12 In the event that PURCHASER suffers any loss or incurs any expense due to SUPPLIER's delay and/or failure to perform any of its duties under this Agreement or any Individual Order due to a Force Majeure Event, both parties shall discuss such damages incurred by PURCHASER and determine the ratio of damages to be borne by SUPPLIER. In the event that the parties are unable to agree on the ratio of damages to be borne by SUPPLIER, PURCHASER shall be entitled to make a claim for the full amount of loss and/or expense incurred and PURCHASER'S ability to do so shall in no way be circumscribed by this Article 35.12.
- 35.13 Notwithstanding the provisions of Article 35.12 above, and for the avoidance of doubt, SUPPLIER shall compensate PURCHASER for all of loss suffered or expense incurred by PURCHASER due to SUPPLIER's delay and/or failure to perform any of its duties under this Agreement or any Individual Orders due to a labor dispute. The scope and amount of compensation shall be determined solely by PURCHASER. In the event that SUPPLIER wishes to challenge or question the determination, SUPPLIER shall

notify PURCHASER thereof and PURCHASER and SUPPLIER shall resolve such issue through mutual consultation. In the event that the parties are unable to agree on the scope and amount of compensation, PURCHASER shall be entitled to make a claim for the full amount of loss and/or expense incurred and PURCHASER'S ability to do so shall in no way be circumscribed by this Article 35.12.

- 35.14 Notwithstanding the provisions of Article 35.12 above, and for the avoidance of doubt, SUPPLIER shall compensate PURCHASER for all of the damages loss suffered or expense incurred by PURCHASER due to SUPPLIER's delay and/or failure to perform any of its duties under this Agreement or any Individual Orders due to a fire arising from the intentional or negligent misconduct of SUPPLIER (including SUPPLIER's employees, the Subcontracted Parties and other parties whom SUPPLIER utilizes to perform this Agreement or any Individual Order). The scope and amount of the compensation from SUPPLIER to PURCHASER shall be determined solely by PURCHASER. In the event that SUPPLIER wishes to challenge or question the determination, SUPPLIER shall notify PURCHASER thereof and PURCHASER and SUPPLIER shall resolve such issue through mutual consultation. In the event that the parties are unable to agree on the scope and amount of compensation, PURCHASER shall be entitled to make a claim for the full amount of loss and/or expense incurred and PURCHASER'S ability to do so shall in no way be circumscribed by this Article 35.12.

Article 36. Assignment

- 36.1 This Agreement and any Individual Orders, or any rights or obligations hereunder or thereunder, may not be assigned or mortgaged, in whole or in part, by either party without the prior written consent of the other party.

Article 37. Compliance with Laws

- 37.1 In the event that (i) permission or approval from a relevant government authority is required; or (ii) any law, orders, regulation or administrative guidance applies, in relation to the export or transfer of technology related to the Products, SUPPLIER shall notify PURCHASER of the same prior to the acceptance of any Individual Orders for such affected Products.
- 37.2 SUPPLIER hereby represents and warrants that, as of the date of this Agreement, SUPPLIER, along with its subcontractors, suppliers, agents and all other persons subject to its control or determining influence (collectively, "Affiliated Persons"), have complied with and are in full compliance with all Applicable Laws relating to the performance of their duties under this Agreement and all Individual Orders.

- 37.3 SUPPLIER hereby covenants that SUPPLIER shall at its own expense comply with and ensure that the Affiliated Persons comply with the Applicable Laws in connection with the performance of their duties under this Agreement. To the extent that compliance with the Applicable Laws is advisable rather than mandatory, the standard of compliance SUPPLIER shall adhere to will be the best practices of the relevant industry.
- 37.4 In the event that PURCHASER requests any information in relation to Article 37.1, SUPPLIER shall comply and promptly provide PURCHASER with the requested information.

Article 38. Exchange of Documents

- 38.1 SUPPLIER shall provide the following documents to PURCHASER upon PURCHASER's request for the purpose of making it certain that SUPPLIER maintains creditworthiness in conducting business transactions with PURCHASER:
- (1) SUPPLIER's profile sheet in accordance with the format prescribed by PURCHASER;
 - (2) SUPPLIER's balance sheets, profit and loss statements and other financial statements; and
 - (3) Any other relevant documents requested by PURCHASER from time to time.
- 38.2 In the event that SUPPLIER (i) enters into any joint management or merger arrangement, (ii) reduces its registered capital, (iii) dissolves, (iv) totally or partially transfers its business or (v) takes any actions which would significantly affect the business, SUPPLIER shall provide PURCHASER with written notification thereof at least sixty (60) calendar days prior to such action taking place.
- 38.3 Either party shall immediately notify the other party upon the occurrence of the following events:
- (1) Change in the address, telephone number, Authorize Representative, contact person, Business Days or name of either party; or
 - (2) Any matter or circumstance described in Article 40.1 below.

Article 39. Term

- 39.1 The term of this Agreement shall be for one (1) year from the date of this Agreement, unless terminated earlier in accordance with Article 40. This Agreement shall be automatically extended in additional one (1) year periods unless either party notifies the other party in writing to terminate or amend this Agreement **three (3) months** prior to the expiration of the initial one (1) year period or any subsequent period then in effect.

Article 40. Termination

- 40.1 This Agreement and all Individual Orders may be immediately terminated without notice in whole or in part by either party upon the occurrence of any of the following

events:

- (1) the other party is, or is deemed, unable to pay its debts as they fall due or suspend making payments (whether of principal amount or interest) with respect to all or any class of its debts, including but not limited to in the event that any cheques, notes, cashier's orders, drafts or any similar document issued by SUPPLIER are not honoured by the respective financial institutions and/or banks;
- (2) the other party is, or is deemed, unable to pay the salaries and wages due to any of its employees (including upon termination of services) and any other compensation, pension, contributions, insurance deductions and applicable taxes required by law (including payroll taxes and unemployment insurance);
- (3) the business license of the other party is voided or suspended by an applicable authority;
- (4) the other party files a petition in bankruptcy or insolvency or any petition seeking reorganization or rearrangement of the business, or a petition in bankruptcy or insolvency is filed against the other party;
- (5) (a) the other party loses possession of a material asset due to an encumbrance, (b) the other party ceases, or there is a material possibility that the other party will cease, to carry on its business, (c) the other party voluntarily begins liquidation or (d) a disposition of the other party's assets are initiated by a competent authority due to its failure to pay tax;
- (6) without prejudice to Article 35, any event occurs (or circumstances exist) which, in the opinion of the first-mentioned party, has or is likely to materially and adversely affect the other party's ability to perform all or any of its obligations under, or otherwise comply with the performance of this Agreement or the Individual Orders;
or
- (7) any other matter which threatens to cause a similar detriment to a party as the other matters described in paragraphs (1) through (6) above.

40.2 In the event that either party materially breaches this Agreement or any Individual Order and the breach is not cured by the breaching party within sixty (60) calendar days of such breaching party receiving written notice thereof from the non-breaching party, the non-breaching party may immediately terminate this Agreement and all Individual Orders in whole or in part upon the expiration of such sixty (60) calendar day period.

40.3 In the event that this Agreement is terminated pursuant to Article 40.1 and/or Article 40.2 above by the terminating party, the other party shall pay for all the amounts accrued hereunder upon or prior to such termination to the terminating party in cash, immediately after such termination.

40.4 In addition to Articles 40.1 and 40.2 above, this Agreement and all Individual Orders may be terminated in whole or in part upon mutual written agreement.

Article 41. Claims for Compensation

41.1 Either party shall have the right to claim compensation for damages against the other party incurred due to the termination of this Agreement or any Individual Order pursuant to Article 40.1 and/or Article 40.2 above.

41.2 Either party also shall have the right to claim compensation for damages, losses, costs and expenses against the other party incurred due to the breach of this Agreement or any failure or threatened failure by the other party to perform or comply with its obligations under any Individual Order.

Article 42. Obligations Upon Termination or Expiration of Agreement

42.1 Upon the termination or expiration of this Agreement, SUPPLIER shall promptly return to PURCHASER all supplied Materials provided at no cost to SUPPLIER and all Yazaki Documents.

42.2 Upon the termination or expiration of this Agreement, PURCHASER shall have the right to purchase SUPPLIER's remaining raw materials, partially completed Products and Products.

42.3 Each Individual Order that is effective at the time of the termination or expiration of this Agreement shall remain effective subject to the provisions of this Agreement even after the termination or expiration of this Agreement.

Article 43. Survival Clause

43.1 Upon the expiration or termination of this Agreement and all Individual Orders as provided for in this Article or by the operation of law or otherwise, all rights granted to, and obligations undertaken by, the parties hereunder shall terminate immediately except rights and obligations as provided in Article 16.3, Article 19, Article 20, Article 21, Article 22, Article 25, Article 26, Article 27, Article 30, Article 31, Article 33, Article 35, Article 36, Article 40.3, Article 41 and Article 42 above, this Article 43.1, and Article 44.1, Article 45, Article 50.1 and Article 51 below.

Article 44. Entire Agreement

44.1 This Agreement, including the Appendices which parties may introduce or amend from time to time in accordance with Article 47.1 below, represents the sole and entire agreement of the parties with respect to the subject matter hereof, superseding all prior agreements and understandings whether written or oral between the parties with respect to the subject matter hereof.

Article 45. Governing Law and Submission to Jurisdiction

45.1 This Agreement shall be governed by and construed in accordance with the law of the Republic of Singapore.

45.2 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), then the parties shall follow the procedure set out in this Article 45:

(1) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, parties shall attempt in good faith to resolve the Dispute through negotiations and mutual consultation;

(2) if the parties are for any reason unable to resolve the Dispute within 60 calendar days of the date of the Dispute Notice, the parties agree that the aggrieved party shall have the right to refer the Dispute to be finally resolved by arbitration administered by the Singapore International Arbitration Centre (the "SIAC") in accordance with the rules of the SIAC (the "SIAC Rules") for the time being in force. The SIAC Rules are deemed to be incorporated by reference into this Article 45 save to the extent that they are inconsistent with the express terms of this Agreement; and

(3) the seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

Article 46. Third Party Rights

46.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of, or enjoy any benefit under, this Agreement.

Article 47. Amendment

47.1 This Agreement, including the Appendices, may only be amended and/or modified through a written agreement signed by the representatives who have been duly authorized by the respective party to sign such agreement ("Authorized Representatives"). For the avoidance of doubt, parties may agree on and introduce further Appendices from time to time.

Article 48. Notices

48.1 All notices required or permitted by this Agreement shall be dispatched in writing to the intended recipient at the recipient's address, email address as set out at the first page of this Agreement.

48.2 Either party may change its above address by a notice dispatched in accordance with the provisions hereof.

48.3 Notices as well as other written communication may be delivered by hand, international courier service, registered airmail or email. All notices shall be effective upon receipt

and shall be deemed to have been received:

- (a) upon delivery, if delivered by hand;
- (b) five (5) calendar days after dispatch, if delivered by courier service;
- (c) ten (10) calendar days after posting, if delivered by registered airmail; and
- (d) at the time of transmission in legible form, if delivered by e-mail.

Article 49. Headings

49.1 All headings used in this Agreement are for convenience of reference purposes only and shall neither be deemed a part of this Agreement nor be permitted to influence the interpretation hereof.

Article 50. Severability

50.1 Any articles or provisions of this Agreement which are invalid or unenforceable shall have no influence upon or affect the validity or enforceability of the remaining articles or provisions of this Agreement. However, this shall not apply if said invalid or unenforceable provisions are fundamental to this Agreement or cannot legally be severed herefrom. Moreover, the parties shall attempt to negotiate substitute provisions which to the greatest extent possible, achieve the objectives of this Agreement/ the original provision and the intent of the parties hereto.

Article 51. Waiver

51.1 Any release, waiver or compromise of any obligation or term under this Agreement shall be in writing and shall not be deemed to be a release, waiver or compromise of similar or any other obligations or terms in the future.

51.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

51.3 Save as expressly provided otherwise, any right of termination conferred upon a party shall be in addition to and without prejudice to all other rights, claims and remedies available to it and no exercise or failure to exercise such a right of termination shall constitute a waiver of any such other right, claim or remedy.

51.4 The rights and remedies conferred upon the parties under this Agreement shall be in addition, and without prejudice, to all other rights and remedies available to them at law, in equity, by statute or otherwise.

Article 52. Language

52.1 This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties.

Article 53. Counterparts

53.1 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart on the last page of this Agreement, either in wet-ink or electronic signature or initial.

53.2 Delivery of an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement, and if either method is adopted, without prejudice to the validity of such agreement, each party shall provide the other party with the original of such page as soon as reasonably practicable thereafter.

53.3 Parties agree that by executing the last page of this Agreement, parties are bound by all the articles / terms of this Agreement and any Appendices to this Agreement.

IN WITNESS WHEREOF, the parties have caused their Authorized Representatives to execute this Agreement in duplicate, original counterparts as of the day and year first appearing hereinabove. Each party shall retain one signed counterpart.

Signed by the SUPPLIER

Signature

Name

Title

Signed by the PURCHASER

Signature

Mr. Joseph Zerafa

Name

President

Title