6.1 All results (regardless of their form) achieved in the course of and/or in connection with Supplier's performance of the Services shall be delivered by Supplier upon request of Infineon or upon completion or termination of the Services. Supplier shall safeguard Infineon's ownership and/or license rights in the Results as per Section 6.1 towards its employees, subcontractors and/or any other third party participating in performing the Services as per Section 2.4.

7. Confidentiality, Site-Security, Data Protection and IT-Security

7.1 Supplier shall maintain confidentiality concerning the protection of Confidential Information (personal or non-personal nature) and the Infineon IT-processes, Supplier shall upon Infineon's and without affecting its confidentiality immediately return to Infineon all data of such personal nature.

7.2 Supplier shall provide Infineon with a written statement proving that it is in compliance with the Infineon IT Security Guide available under http://www.infineon.com/dbwi.

8. Indemnification for Infringement of Proprietary Rights

8.1 Supplier guarantees that the Services and Results (including its application by Infineon) do not infringe any third party intellectual property rights (including copyrights).

9. Remuneration, Invoicing and Payment Terms

9.1 The type of pricing and type of effort (e.g. fixed price, time and expense) will be specified in the purchase order.

9.2 For Services, which are remunerated on time and expense basis, only such working hours shall be compensated which are documented in an approved manner and comform to Infineon's remuneration regulations, supplier shall provide Infineon with a written statement proving that it is in compliance with the Infineon IT Security Guide available under http://www.infineon.com/dbwi.

9.3 Unless agreed otherwise, Supplier shall not have the right to receive any advance payment, unless explicitly agreed in the purchase order for any payment prior to any acceptance of Infineon, such payment shall be considered as a deposit for the Services and shall be returned to Supplier according to the purchase order.

9.4 In case the purchase order covers all Services to be rendered by Supplier according to the purchase order.

9.5 Any prices and charges include all taxes, customs duties or other charges levied against the prices or charges by governmental authorities unless otherwise specified in a purchase order.

Infineon shall not be required to pay for travel and accommodation expenses to Supplier, unless such expenses agreed upon by Infineon in writing and conform to Infineon's current corporate travel guidelines. The invoices shall list travel/accommodation expenses separately when applicable.

10. Export Control and Customs

10.1 Supplier shall inform Infineon in writing of any export control classification numbers applicable to all goods and services supplied by Supplier, and provide necessary documentation and data together with the goods or services. This includes, e.g., without limitation, identification of applicable export control classification numbers as well as customs declaration information, such as Incoterms, clear product descriptions, harmonized system code, country of origin of materials, equipment or the like. Supplier shall further comply with agreed Incoterms, and also provide preferential treatment declarations conformed to pertinent preferential or free trade agreements, where applicable, together with applicable anti-terrorism and trade regulations.

10.2 Infringement of the rights of Supplier with respect to Export and Control and customs procedures and measures at Supplier's expense. Should Infineon identify deficiencies, Infineon has the right to, in its sole discretion, either (i) terminate the agreement, cancel all pending orders, and demand return of delivered products; or (ii) demand Supplier to correct the deficiencies at its own risk and expense. Supplier shall indemnify and reimburse Infineon for all audit costs and all damages caused by Supplier's deficiencies.

10.3 Upon request of Infineon Supplier shall provide Infineon with a long term shipper declaration concerning the requested supplies and services. Supplier shall be liable for the correctness of all provided data. If through governmental anti-dumping measurements penalty duties are imposed on supplies of products upon the import in the receiving country, Supplier shall not be entitled to deliver such products, unless Infineon expressly agreed to such deliveries in advance.

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10.4 In case the Services require the shipment of goods, the shipping-address is different to the billing address and the goods are subject to export authorization when being exported out of the relevant country, Supplier shall inform Infineon upon delivery according and provide all relevant shipping data as per Infineon’s request. In case of裃pany of Records (EOR) according to the applicable customs and export control laws.

10.5 Unless Infineon has notified Supplier in writing (including in the country of origin, country of receipt, country of shipment, and in the Infineon-identified country of destination) to the Services to be performed under the Agreement, Infineon is responsible for the performance of the import customs clearance. In such case, Infineon will not refund Supplier's service provider any customs duties or service fees when importing or exporting goods. In case the Incoterm DDP applies, Supplier is responsible for the export and the import customs clearance and shall bear all related costs.

10.6 In case the purchase order refers to the delivery of goods and services, the customs invoice of Supplier shall show the value of the services performed or to be performed. In the customs invoice, the services and goods shall be described in detail, including the place of performance of work.

11. Compliance with Laws; Corporate Social Responsibility; Audit

11.1 Supplier shall comply with all applicable laws, rules and regulations (including in the country of origin, country of receipt, country of shipment, and in the Infineon-identified country of destination) (including in the customs invoice). In case of Infineon’s request, Supplier shall provide to Infineon all information within a reasonable time period determined by Infineon and upon unsuccessful expiration of such deadline terminate the Agreement.

11.2 Supplier shall ensure that

i) Supplier seeks and obtains statutory minimum wages;

ii) Supplier does not use any subcontractor that does not timely pay statutory minimum wages;

iii) Neither Supplier nor its subcontractors uses a temporary employment agency that does not timely pay statutory minimum wages; and

iv) Supplier shall provide Infineon with a list of all subcontractors and their contact information.

11.3 Supplier shall ensure that all materials acquired or contracted for in anticipation within the time specified on the purchase order or, if Infineon requests to take or retain such materials for a reasonable time period, Infineon is entitled to request Supplier to fulfill the above mentioned obligations within a reasonable time period determined by Infineon and upon unsuccessful expiration of such deadline terminate the Agreement.

11.4 Infineon and/or any third party authorized by Infineon shall be entitled to conduct audits at Supplier’s premises and production sites in order to verify Supplier’s compliance with the requirements according to this Section 11.4. Should Infineon so desire, cancellation charges shall be subject to Infineon’s audit at Infineon’s request.

11.5 In addition to Section 11.4 Supplier shall support any review, audit or investigation duly requested by the European Commission, European Court of Auditors and/or the European Anti-Fraud Office.

12. Termination of Agreement

12.1 Infineon may, in its sole discretion, terminate each contract at any time in whole or in part upon at least 5 (five) days prior notice to Supplier, even if the purchase order specifies a certain term.

12.2 Infineon may terminate the Agreement uponSupplier’s request within a reasonable time period determined by Infineon and upon unsuccessful expiration of such deadline terminate the Agreement.

12.3 In addition to all of the other rights which Infineon may have to cancel the purchase order, Infineon shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Infineon will not be liable to Supplier for any costs incurred or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of the purchase order or, if none is stated, thirty (30) days. If Infineon cancels the purchase order within such time as specified on the face of the purchase order or, if none is stated, thirty (30) days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to Supplier for such termination:

i) In case Supplier is not able to refund for all items reasonably completed in accordance with the purchase order and not previously paid for unless said item(s) is part of Supplier’s standard commercial terms; and

ii) In case Supplier will pay a fair and proper proportion of the price for items in process and for all materials acquired or contracted for in anticipation within the time specified on the face of the purchase order for the purpose of fulfilling the purchase order when the purchase order was not valid in the first place. Supplier is unable to cancel, return or otherwise use in Supplier’s operations. Supplier shall bear all related costs.

13. Indemnity

13.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which Infineon may incur whether directly, or as a result of:

i) personal injury or death of any person or in respect of any loss or destruction of property to property arising out of or in connection with a damage or accident whether or not caused by Supplier’s negligence or in respect of the performance of, or for any services or achievements or Supplier has contributed thereto, as long as the damage or accident was not caused solely by Infineon;

ii) any action, claim or demand of any third party on the basis of any breach by Supplier of the Agreement or of any of its terms or obligations of any applicable law or regulation or any decision or actual provision on the part Supplier relevant to the purchase order or to the Services; and/or

iii) any breach by Supplier of applicable laws in the performance of the purchase order.

14. Withholding Tax

14.1 Withholding tax, where applicable under the prevailing tax laws of Singapore shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax will not be paid to the tax authorities by Infineon on behalf of the relevant tax receipts issued by the tax authorities shall be returned by Infineon to Supplier in

14.2 Supplier shall support any claim for non-deduction of withholding tax with required documentation attached to the invoice. Infineon is obliged to withhold the full amount of withholding tax where required documentation is missing or inadequate, in the opinion of Infineon.

15. Venue, Applicable Law

15.1 The Agreement shall be governed by and construed in accordance with the law in force in Singapore without reference to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded. Nothing in this Agreement is intended to grant to any third party any right to enforce any term of the Agreement or to confer on any third party any benefits under the Agreement for the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B) and any re-

15.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be in the courts of the Republic of Singapore. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

16. Miscellaneous

16.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of Infineon.

16.2 Supplier understands that Infineon relies on the uninterrupted availability of the Services and the immediate delivery of Results, reports or information. Therefore, Supplier may only exercise any right of retention, if and to the extent

i) its counterclaims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction; and

ii) Supplier has notified such retention in writing at least ten days in advance.

In additionally, Supplier may exercise any rights or remedies it may have in connection with or as a result of any dispute with Infineon only in relation to such individual Service, which gives rise to Supplier’s claim for objecting the applicable customs and export control laws.

16.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and prevent Infineon from rights and remedies granted under the Agreement or governing law. Supplier shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press regarding the collaboration between Infineon and Supplier without Infineon’s prior written consent.

16.5 The provisions of the Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the parties. The requirement of written form itself can only be waived by mutual written agreement.

16.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement should be completely or partially invalid or unenforceable. In this case, the parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.

16.7 The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject matter hereof.

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