1. Acknowledgement of Order
1.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order or solicitation of Supplier's Services to Infineon Technologies Austria AG, Siemensstraße 2, 9500 Villach, Austria ("Infineon") within 5 (five) working days upon receipt of such purchase order. If Infineon receives from Supplier neither a confirmation nor a rejection within the time period set forth above, the purchase order shall be deemed rejected. All the requirements set forth in the purchase order or solicitation of Supplier's Services to Infineon shall be incorporated in any subsequent modification or amendment to that purchase order or solicitation of Supplier's Services. Supplier shall be entitled to cancel the purchase order within 5 (five) working days upon receipt of the purchase order or solicitation of Supplier's Services to Infineon by Supplier, even if Infineon sends a new purchase order or modification of the purchase order within the same time period. The purchase order together with the Acknowledgement of Order or Deemed Acknowledgement of Order shall constitute a final agreement by both parties to be bound by and consent to the terms and conditions herein and in and attachment hereto ("Agreement").
1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon only if and to the extent the Infineon has accepted such modification of Order in writing. Any general conditions of Supplier shall be binding on Infineon only if as consistent with the Infineon's conditions or have been accepted by Infineon in writing. The acceptance of supplies or services of any nature ("Deliverables") or of making the payments shall not imply acceptance of any conditions.
1.3 Infineon is entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, unless Supplier specifies a longer time period for its offer.

2. Scope and Nature of Service
2.1 The Services to be provided, its nature and its requirements to be met shall be described in the purchase order.
   a) Unless agreed otherwise in the purchase order, Supplier bears the risk that the Services are not complete or correct. Any costs incurred by Infineon to repair or replace the Services caused by Supplier's negligence shall be charged to Supplier.
   b) Should the purchase order explicitly specify that Infineon bears the risk of the missing delivery of the Services, the remuneration being based on bonus/malus principles.

2.2 Supplier, its employees and any subcontractors as per Section 2.4, is an independent contractor. Nothing contained therein shall be construed to create a relationship between Infineon and Supplier and employer of employee, of principal and agent or of a partnership. Further, Supplier is not authorized to and shall not at any time attempt to act, or act on behalf of Infineon and to bind Infineon in any manner whatsoever to any obligation whatsoever.

2.3 The Services shall be performed in a workmanlike and professional manner by Supplier having a written description in the purchase order or solicitation of Supplier's Services to Infineon, the applicable professional standards currently recognized by such profession. Supplier shall observe and enforce all applicable laws and regulations. Supplier shall inform Infineon of the dates, times, locations, and the names of all persons who are involved in the performance of the Services, Supplier shall observe Infineon's Service related instructions, particularly those concerning the protection of Confidential Information, personal data or relating to site-IT-Rules.

2.4 Supplier shall not transfer the performance of the contractual obligations to freelance suppliers or to other third parties unless Supplier shall provide Infineon with a written statement that all terms and conditions specified in the purchase order or solicitation of Supplier's Services to Infineon is to be fulfilled and will be fulfilled at Supplier's expense. Supplier shall observe and enforce all applicable laws and regulations. Any such subcontractor or independent contractor is subject to the same terms and conditions specified in the purchase order or solicitation of Supplier's Services to Infineon.

3. Confidentiality, Site-Security, Data Protection and IT-Security
3.1 Infineon shall provide Supplier with a long term shippers declaration to be signed by Supplier or its representative upon delivery. Supplier will limit the disclosure of Confidential Information to those of its employees who have a reasonable need to know the same, have agreed to comply with the applicable confidentiality obligation and who and shall be bound to confidentiality by their employment agreements or otherwise. The obligations as per this Section 3.1 shall survive any termination or completion of the Services, whichever shall not be the case.
   a) Supplier can demonstrate, is already in the public domain or becomes available to the public through no breach by Supplier of this item;
   b) it was rightfully in Supplier's possession without confidentiality obligation prior to receipt from Infineon as proved by Supplier's written records;
   c) it was rightfully in Supplier's possession without confidentiality obligation prior to receipt from Infineon as proved by its written records.

4. Remuneration, Invoicing and Payment Terms
4.1 The price of services and products specified in a purchase order or solicitation of Supplier's Services to Infineon includes all taxes or charges levied against the import in the receiving country, Supplier shall not be compensated for any such import duties. Supplier and Infineon agreed to give full credit for exchange fluctuations as well as for any taxes or charges levied against the import of supplies of products upon the import in the receiving country. Supplier shall not be

5. Dates, Timelines and Liquidated Damages
5.1 Supplier shall perform all Services in accordance with the dates and time limits set forth in the purchase order. Supplier shall promptly inform Infineon in writing if Supplier anticipates or becomes aware of any failure to meet any date or timeline.
5.2 Supplier acknowledges that time is of the essence and, therefore, except as otherwise stated in the purchase order, Supplier are to be responsible for providing additional charge or additional resources as necessary to come in line with the agreed dates and timelines.
5.3 Supplier shall be liable for any additional costs to Infineon to procure additional resources as may be specified in a purchase order, and countersigned by Infineon's authorized person.
5.4 Supplier shall promptly inform Infineon upon receiving a notice to comply with any dates or timelines. Supplier shall be responsible for additional costs to Infineon provided by Infineon in writing and be subject to refund, in case Infineon refuses acceptance. Supplier shall have no right to claim any liquidated damages in events of Supplier's delay. Supplier is not entitled to any penalty clause in the event of Supplier's delay.

6. Rights to the Results
6.1 All rights (including of all forms of expression) achieved in the course of and/or in connection with Supplier's Services including all intellectual property rights (including copyrights) ("Results") shall become the sole property of Infineon at the moment the Results are created. Supplier transfers and assigns to Infineon all rights under all countries as far as such rights exist in the Results. Infineon for Supplier shall not be entitled to the Results protected by copyright and if for legal reasons Infineon cannot become the owner of such copyright, Supplier grants to Infineon and Infineon accepts a worldwide, exclusive, transferable, unrestricted and timely unlimited right of (including the right to sublicense) with respect to such intellectual property rights as part of and in connection with the Results.

6.2 Results shall be delivered to Supplier upon request of Infineon or upon completion or termination of Service.

6.3 Infineon shall safeguard Infineon's ownership and/or license rights in the Results as per Section 6.1 towards its employees, subcontractors and/or any third party participating in performing the Services as per Section 2.4.

7. Confidentiality, Site-Security, Data Protection and IT-Security
7.1 Supplier to provide Supplier's Services and information including but not limited to the Results developed by Supplier under the Agreement ("Confidential Information") shall be treated by Supplier as confidential and shall not be disclosed to any third party unless Supplier shall have the prior written consent of Infineon. Supplier shall not disclose the Confidential Information to those of its employees who have a reasonable need to know the same, have agreed to comply with the applicable confidentiality obligation and who and shall be bound to confidentiality by their employment agreements or otherwise. The obligations as per this Section 7.1 shall survive any termination or completion of the Services, whichever shall not be the case.

8. Indemnification for Infringement of Proprietary Rights
8.1 Supplier guarantees that the Services and/or any Result (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 price of services and products specified in a purchase order or solicitation of Supplier's Services to Infineon includes all taxes or charges levied against the import in the receiving country, Supplier shall not be compensated for any such import duties. Supplier and Infineon agreed to give full credit for exchange fluctuations as well as for any taxes or charges levied against the import of 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.

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 accordingly and provide all relevant shipping data, as in such case Infineon shall act as Exporter of Records (EOR) according to the applicable customs and export control laws.

10.5 Unless the Incoterm DDP is agreed, Infineon is responsible for the performance of the import customs clearance. In such case, Infineon will not refund Supplier or Supplier's service provider any customs duties or service fees when importing or exporting goods. In case the Incoterm DDP is agreed, Supplier is responsible for the import and the related 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 goods separately from 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.

In case Supplier cannot show the value of goods and services separately in the customs invoice, Supplier shall supply the goods according to the Incoterm DDP.

11. **Compliance with Laws; Corporate Social Responsibility; Audit**

11.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and in the Infineon-identified country of destination, if provided) to the Services to be performed under the Agreement, including without limitation laws, rules, and regulations regarding labor standards, safety and health, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 2.4 comply with these laws, rules, and regulations.

11.2 Supplier shall ensure that:

- i) Supplier timely pays statutory minimum wages;
- ii) Supplier does not use any subcontractor that does not timely pay statutory minimum wages;
- iii) Neither Supplier nor its subcontractor uses a temporary employment agency that does not timely pay statutory minimum wages; and
- iv) Neither Supplier nor its subcontractor is excluded from public procurement procedures.

Upon Infineon's request Supplier has to provide documentation in this regard. In case of a breach of any of the above mentioned obligations Infineon is – notwithstanding any other rights - 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.

11.3 Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct of Infineon available on Infineon's website through the following link: [www.infineon.com/procurement](http://www.infineon.com/procurement). Infineon will notify Supplier in written or electronic form that Supplier is required 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.

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 shall remunerate only those efforts of Supplier that were made until the termination becomes effective.

13. **Venue, Applicable Law**

13.1 The Agreement shall be governed by and construed in accordance with the law in force in Austria 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.

13.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be in the courts competent for 9020 Klagenfurt, Austria. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

14. **Miscellaneous**

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

14.2 Supplier understands that Infineon relies on the uninterrupted availability of the Service 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) Infineon has notified such retention in writing at least ten days in advance.

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 cause to any such dispute.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.