1. Acknowledgement of Order
Supplier shall either reject or confirm in writing (“Acknowledgement of Order”) a purchase order of Infineon Technologies (Malaysia) Sdn. Bhd., 75350 Melaka, Malaysia (“Infineon”) within (5) five (working) days upon receipt of such purchase order. In case of a refusal or confirmation, there shall be neither a confirmation nor a rejection within the time period set forth above, the purchase order shall be deemed to be confirmed by Supplier (“Confirmed Purchase Order”). Supplier shall not cancel any Confirmed Purchase Order within (5) five (working) days upon receipt of the purchase order by Supplier if Supplier fails to confirm or reject the purchase order within said time period. The purchase order together with the Acknowledgement of Order shall be deemed to constitute an agreement by both parties to be bound by and comply with all terms and conditions set forth herein and on attachments hereto (“Agreement”).

1.2 If the Acknowledgement of Order differs from the purchase order, it shall be binding on Infineon only and to the extent he has accepted such Acknowledgement of Order in writing. Any general conditions of Supplier shall not be binding on Infineon save and except as otherwise agreed in writing. The supplier shall nonetheless employ state of the art science and technology. While performing the Service, Supplier shall adhere to the best practices, procedures and standards currently recognized by such profession. Supplier shall further employ state of the art science and technology. While performing the Service, Supplier shall furthermore employ state of the art science and technology. While performing the Service, Supplier shall employ state of the art science and technology. While performing the Service, Supplier will limit the disclosure of Confidential Information to those of its employees who have a reasonable need to know that Confidential Information for the performance of the Service.

1.3 Infineon is entitled to accept offers issued by Supplier within (3) three (weeks) from their receipt, and Supplier specifies a different period for its offer.

2. Scope and Nature of Service
2.1 The Service to be provided, its nature and its requirements to be met shall be described in the purchase order. Supplier commits to perform the Service unless otherwise agreed in writing.

2.2 Unsaid otherwise in the purchase order, Supplier is an independent contractor. Nothing contained in the Agreement or in any purchase order shall be deemed to create a relationship between Infineon and Supplier of employer and employee, of principal and agent, of fiduciary or any other relationship which Supplier might otherwise attempt to, or act on behalf of Infineon and to bind Infineon in any manner whatsoever to Supplier or any third parties.

2.3 The Service shall be performed in a workmanlike and professional manner by Supplier having a level of skill in the area commensurate with the requirements of the Service to be performed and shall be performed or accomplished in accordance with the written standards currently employed by such professional. Supplier shall perform the Service to and shall not be deemed to have created a relationship between Infineon and Supplier of employer and employee, of principal and agent, of fiduciary or any other relationship which Supplier might otherwise attempt to, or act on behalf of Infineon and to bind Infineon in any manner whatsoever to Supplier or any third parties.

2.4 Supplier shall not transfer the performance of the contractual obligations to freelance subcontractors or to other third parties without prior written consent from Infineon. Supplier shall transfer all its rights and obligations in the service to be rendered to Infineon and Infineon accepts a worldwide, non-exclusive, transferable, timely unlimited right of use including the right to sublicense for all known types of use. If and to the extent the Results make use of pre-existing intellectual property rights (including copyrights) of Supplier, its sub- contractors and/or any other third party participating in performing the Services as per Section 2.4, Supplier grants to Infineon and Infineon accepts a worldwide, non-exclusive, transferable, timely unlimited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services.

6. Results to the Rights
6.1 Results (regardless of their form) achieved in the course of and/or in connection with Supplier’s Services, including intellectual property rights (including copyrights) (“Results”) shall become the sole property of Infineon Technologies (Malaysia) Sdn. Bhd., 75350 Melaka, Malaysia (“Infineon”). Supplier shall assign all of its rights in the Results to Infineon as part of or in connection with the Services.

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

7. Confidentiality, Site-Security, Data Protection and IT-Security
7.1 All information including but not limited to the Results developed by Supplier under the Agreement (“Confidential Information”) shall be considered Confidential Information. Supplier shall keep such information confidential and shall disclose to a third party or publish without the prior written consent of Infineon.

7.2 Supplier shall ensure that the Confidential Information is handled in a secure manner and that the Confidential Information is not accessible to third parties. Supplier shall ensure to progressively implement and maintain the Confidential Information in a secure and safe manner.

8. Remuneration, Invoicing and Payment Terms
8.1 The type of pricing and type of cost (e.g. fixed price, time and expense) shall be specified in the purchase order.

8.2 For Services, which are remunerated on time and expense basis, only such working hours shall be compensated. Supplier is required to give information and support for the performance of the Service and the remuneration is based on the provision of such information and support.

8.3 Any item identified in the purchase order as an Infineon provided item shall be deemed to be ‘as is’ without any warranty and Supplier shall not rely on it.

9. Compliance with Procurement Policies
9.1 Supplier agrees and confirms that Supplier complies with Infineon’s Supplier IT Security Guide available under http://www.infineon.com/dbwi. Supplier agrees and confirms that Supplier complies with Infineon’s policy on the processing of data of such personal nature. Supplier agrees and confirms that Supplier complies with Infineon’s policy on the processing of data of such personal nature.

9.2 Unless agreed otherwise in the purchase order, Supplier shall provide Infineon with a long term shippers declaration information, such as Incoterms, clear product descriptions, harmonized system code of the owner of such copyright, Supplier grants to Infineon and Infineon accepts a worldwide, non-exclusive, transferable, timely unlimited right of use (including the right to sublicense) for all known types of use. If and to the extent the Results make use of pre-existing intellectual property rights (including copyrights) of Supplier, its sub- contractors and/or any other third party participating in performing the Services as per Section 2.4, Supplier grants to Infineon and Infineon accepts a worldwide, non-exclusive, transferable, timely unlimited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Services.

10. Export Control and Customs
10.1 Supplier agrees and confirms that Supplier complies with Infineon’s policy on the processing of data of such personal nature. Supplier agrees and confirms that Supplier complies with Infineon’s policy on the processing of data of such personal nature.
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 will act as Exporter of Records (EOR) according to the applicable customs and export control laws.

10.5 Unless Infineon determines that Supplier 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 is agreed, Supplier is responsible for the import and the export 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 DDAP.

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) relating to the purchase order and its performance and any of the following: (i) the currently applicable version of the UN Conventions on the Rights of Workers; (ii) the currently applicable version of the Supplier Code of Conduct of Infineon; (iii) any breach by Supplier of applicable laws in the performance of the purchase order.

11.2 Supplier shall ensure that

- neither Supplier nor its subcontractor uses a temporary employment agency that does not timely pay statutory minimum wages;
- Supplier does not use any subcontractor that does not timely pay statutory minimum wages;
- Supplier complies with the Supply Chain Responsibility Declaration as requested by Infineon from time to time;
- Supplier does not use any subcontractor that does not timely pay statutory minimum wages;
- Supplier complies with the currently applicable version of the Supplier Code of Conduct of Infineon available on Infineon's website through the following link: www.supplychainrequirements.infineon.com (or any other website of Infineon that Infineon will notify Supplier in writing or electronic form (e.g. through a web tool) of any updated applicable version of the Supplier Code of Conduct. Such update shall be deemed to have been agreed by Supplier unless Supplier sends the objection to Infineon (including an explanation of such objection) in written or electronic form to Infineon within 15 (fifteen) working days upon its receipt. Supplier shall respect the principles of the UN Global Compact.

11.3 Furthermore, Supplier shall comply with the incoterm DDP as agreed with Infineon.

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

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 for completed goods in process 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) Infineon will pay the price 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 items; and

ii) Infineon 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 which Supplier is unable to cancel, return or otherwise use in Supplier's operations. Should Infineon so desire, cancellation charges shall be subject to Infineon's audit at Infineon's expense.

12.4 Infineon's ability to terminate the purchase order for cause shall be immediate and without prior warning, in the event of any of the following by Supplier:

i) a breach of any covenant, representation or warranty hereunder;

ii) in the event of any change in the active management or ownership of Supplier or (b) the sale, transfer or other disposition of all or substantially all of the assets of Supplier or any affiliate, division or unit of Supplier; either of Infineon, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfill its obligations under the purchase order; or

iii) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Supplier (and relevant proceeding be commenced within thirty (30) days following the date upon which such proceeding is commenced) and Supplier shall make an assignment for the benefit of its creditors. In such a case Infineon shall be entitled to use available equipment or Deliverables and services which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

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 or damage to property arising out of or in connection with a damage or accident whether or not such damage or accident was solely caused by the Services or achieved results 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 by reason of any breach by Supplier of the Agreement or of any terms or obligations of any applicable law or regulation or the Subscription Agreement on the part Supplier relevant the purchase order or to Supplier's Services; and

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

In case any of the foregoing is required within the Infineon premises, Supplier shall not use or hire anyone in contravention of any applicable laws and regulations in force and shall comply with all safety and security directives of the Infineon at all times.

14. Withholding Tax

14.1 Withholding tax, where applicable under the prevailing tax laws of Malaysia shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax withheld shall be paid to the tax authorities by Infineon on Supplier's behalf and the relevant tax receipts issued by the tax authorities shall be returned by Infineon to Supplier in due course.

14.2 Supplier must 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.