1. Acknowledgement of Order
Supplier shall either accept or reject the proposal in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies Romania SCS, Blvd. Dimitrie Pompeiu Nr 6, Sector 2, 20337 Bucharest, Romania ("Infineon") within 5 (five) working days upon receipt of such purchase order. If Supplier fails to confirm or reject the purchase order within said time period, the purchase order shall be deemed to be confirmed by Supplier. Supplier may not modify or cancel the purchase order in whole or in part. Infineon shall inform Supplier of the purchase order in writing and shall be entitled to deliver the 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 and any related documentation shall be considered as a final agreement between both parties to be bound by and comply with all terms and conditions set forth or referenced herein and on attachments hereto ("Agreement").

1.1 Infineon is entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, if and to the extent Supplier accepts offers within the time 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.

2.2 Supplier is to fulfill the Service specifications for the contractual obligations to freelance or subcontractors or to other third parties without prior written consent from Infineon. Supplier shall comply with all Infineon security and access requirements and shall request to be informed of new security and access requirements when new Services, subcontractors or newly employed personnel are assigned. Supplier shall comply with applicable laws concerning personal data, should the purchase order relate to such data.

3. Duties of Infineon
3.1 Upon Supplier's request, Infineon will provide Supplier with the information necessary to render the Services and/or the associated purchase order.

3.2 Apart from the provision of information as described in Section 2.4 Supplier shall not transfer the performance of the contractual obligations to freelance or subcontractors or to other third parties without prior written consent from Infineon. Supplier shall observe Infineon's Service related instructions, particularly those concerning the protection of Confidential Information, personal data or relating to site- or IT-security.

3.3 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 not at its own risk and expense be responsible for securing any labour permits or licenses required by applicable law for performing the Service.

4. Duties of Supplier
4.1 For each Service Supplier shall nominate in writing a representative who is well experienced in the demanded field to take part in the procurement of services and to be in a position to take related decisions or to introduce them to Infineon.

4.2 Supplier shall provide Infineon with all necessary information and instructions necessary to perform the Service. Supplier should require additional information, Supplier shall inform immediately.

4.3 Supplier shall at Infineon's request and at any time:
   i) report to Infineon in writing the computing resources used;
   ii) give Infineon the opportunity to inspect all organizational and technical security measures concerning personal data, should the purchase order relate to such data;
   iii) provide Infineon with all necessary information necessary to perform the Service.

4.4 Supplier shall inform Infineon if Infineon changes the contact persons for the Services.

5. Dates, Timelines and Liquidated Damages
5.1 Supplier shall perform the Services in accordance with the dates and time limits set forth in the purchase order. Supplier shall inform Infineon without delay in writing if Supplier anticipates or becomes aware of any failure to meet any date or timeline.

5.2 Supplier may amend the dates and timelines of the expected performance. Therefore, Supplier may:
   i) inform Infineon in writing the computing resources used;
   ii) report to Infineon the computing resources used;
   iii) give Infineon the opportunity to inspect all organizational and technical security measures concerning personal data, should the purchase order relate to such data;
   iv) provide Infineon with all necessary information necessary to perform the Service.

6. Rights to the Results
6.1 Results (regardless of their form) acquired in the course of and/or in connection with Supplier’s obligations and which include intellectual property rights (including copyrights) ("Results") shall become the property of Infineon. Supplier shall:

   a) transfer all rights, title and interest in the Results to Infineon and shall, if and to the extent the Results make use of preexisting intellectual property rights (including copyrights) of Supplier, its subcontractors 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, time limited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or necessary to the performance of the Services with Infineon.

   b) provide Infineon with adequate information and instructions necessary to come in line again with the agreed dates and timelines.

   c) if the following liquidated damages cause for failure of Supplier to meet a date or timeline supplied, unless otherwise agreed in the purchase order. Except for delays caused solely by Infineon, Supplier shall be subject to liquidated damages in the amount of 1% (one percent) of the applicable Service for each week of the delay of any date or timeline. Total liquidated damages shall not exceed a maximum amount of 10% (ten percent) of the value of the associated purchase order. Supplier shall have no right to prove that no damage or loss is caused by the delay.

7. Confidentiality, Site-Security, Data Protection and IT-Security
7.1 All personal information provided by Infineon as part of the Services, data and information including but not limited to the Results developed by Supplier under the Agreement shall be kept in strictest confidence. Supplier shall be informed by Infineon in writing and shall be bound or neither to a contract nor to a relationship with Infineon's or Supplier's conditions have or not been accepted by Infineon in writing. The acceptance of supplier's conditions of all type of result ("Deliverables") or the making of payments shall not imply acceptance of any conditions.

7.2 Infineon shall be entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, if and to the extent Supplier accepts offers within the time period for its offer.

8. Scope and Nature of Service
8.1 The Service to be provided, its nature and its requirements to be met shall be described in the purchase order.

9.1 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).

9.2 For Services, which are remunerated on time and expense basis, only such working hours shall be compensated for which the Services have been rendered. Compensation for work not performed or for work exceeding the agreed prices and/or time will not be compensated.

10. Export Control and Customs
10.1 Supplier shall inform Infineon before or upon delivery about 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 documentation as may be specified in a purchase order, and countersigned by Infineon's project manager or his representative. Overdue (defined as working hours in excess of 8 (eight) hours per week day) requires prior written permission of Infineon. Specific charges, e.g. journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time.

10.2 Unless agreed otherwise, payment shall be effected within 21 (twenty-one) days less 3 % (three percent) of the value of the associated purchase order.

10.3 If Infineon receives from Supplier neither a confirmation nor a rejection within the time period for its offer.

10.4 Supplier shall bear all costs and charges associated with the purchase order.

10.5 Supplier shall have no right to receive any advance payment, unless explicitly agreed in the purchase order. In the event that Infineon is using an electronic invoicing system, Supplier is obliged to use this invoicing system for the invoicing on its own costs. In such a case, Infineon will inform Supplier about all requirements of electronic invoicing.

10.6 The remuneration agreed upon in the purchase order covers all Services to be rendered by Supplier according to the purchase order.

10.7 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. Supplier 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 and clearly.
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 (ECOR) 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 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 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 use 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. Infineon will notify Supplier in written 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 such update (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.

11.4 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 Romania 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 the competent Romanian courts of law in Bucharest. 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) Supplier 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.