6. Rights to the Results
5.2 Supplier acknowledges that time is of the essence and, therefore, dates, timelines and liquidated damages shall apply, unless otherwise specified in the purchase order.

5. Dates, Timelines and Liquidated Damages
4.1 For each Service Supplier shall nominate in writing a representative who is well experienced to be rendered; and shall provide preferential treatment declarations conforming to pertinent preferential or free trade agreements, when applicable.

4. Duty of Infineon
3.1 Supplier will limit the disclosure of Confidential Information to those of its employees who have a need to know and who are informed of the current version of such requirements before such access is being granted.

3. 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 applicable Service, unless otherwise specified in the purchase order.

2. Balance of Risks and Responsibilities
1.1 shall survive any termination or completion of the Services,

1. Acknowledgement of Order
Supplier shall neither have any rights to use information in writing ("Acknowledgement of Order") a purchase order of Infineon Technologies UK Ltd, Infineon House Great Western Court, Hunts Ground Rd, Stokie Gnuff, Brinsh BS34 BHP, United Kingdom ("Infineon") within 5 (five) working days upon receipt of the purchase order. Supplier requests from Supplier neither a notification nor a rejection within the time period set forth above, the purchase order shall be deemed to be confirmed. Supplier shall not have any rights to use information in writing ("Acknowledgement of Order") or have the right to prove that no damage or loss is caused by the delay. Supplier 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 otherwise specified in the purchase order with Infineon.

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

6. 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.

5. Confidentiality, Site-Security, Data Protection and IT-Security
4.1 Supplier shall ensure, at its cost and at its own risk, to comply with Infineon's Supplier IT Security Guide available under http://www.infineon.com/dbwi. Infin

4. Indemnification for Infringement of Proprietary Rights
3.1 Supplier guarantees, in writing and in writing (including its application by Infineon) does not infringe any third party intellectual property rights (including copyrights).

3. Remuneration, Invoicing and Payment Terms
2.1 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 preexisting intellectual property rights (including copyrights) of Supplier, its subcontracts and/or any other third party participating in performing the Services and 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 otherwise specified in the purchase order with Infineon.

2. Export Control and Customs
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 declaration and/or other post-importation data (e.g., import codes, country of origin, and f.o.b. values, on each invoice, especially in case of consigned materials, equipment or the like. Supplier shall further comply with agreed Incoterms, and also provide additional information in the event of any preferential or free trade agreements, when applicable. Supplier shall further implement effective measures to comply with applicable anti-money laundering and anti-financing of terrorism laws and regulations.

1.2 Infineon has the right to audit Supplier's export 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) cancel the purchase order for the delivered products; or (ii) require implementation of additional measures at Supplier's expense. Supplier shall indemnify and reimburse Infineon for all audit costs and all damages caused by identified deficiencies.

1. Upon request of Supplier Infineon shall provide Supplier with a long term shippers declaration concerning the requested supplies and services. Supplier shall be liable for the correctness and completeness 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.

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) ac-
curring 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 this fee 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 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 rescind the Agreement or to require 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 remunereate 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
England and Wales without reference to its conflict of law provisions. The application of the
shall be excluded. Nothing in the Agreement is intended to grant to any third party any right to
enforce or to claim a form 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 1999 and any re-
enactment thereof, the application of which is hereby expressly excluded.

13.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the
Agreement shall be London. 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.